INTRODUCED: May 9, 2022

AN ORDINANCE No. 2022-136

To authorize the Chief Administrative Officer to accept funds in the amount of \$23,153.00 from the Virginia Resources Authority and to amend Ord. No. 2021-051, adopted May 24, 2021, which adopted the Fiscal Year 2021-2022 Stormwater Utility Budget and appropriated the estimated receipts of the stormwater utility, by increasing estimated revenues and the amount appropriated to the stormwater utility by \$23,153.00 for the purpose of funding a planning and capacity building project for the City of Richmond.

Patrons – Mayor Stoney and Ms. Lambert

Approved as to form and legality by the City Attorney

PUBLIC HEARING: MAY 23 2022 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

- § 1. That the Chief Administrative Officer is authorized to accept funds in the amount of \$23,153.00 from the Virginia Resources Authority for the purpose of funding a planning and capacity building project for the City of Richmond.
- § 2. That Ordinance No. 2021-051, adopted May 24, 2021, which adopted the Stormwater Utility Budget for the fiscal year commencing July 1, 2021, and ending June 30, 2022, by increasing the estimated receipts of the stormwater utility and the amount appropriated

AYES:	8	NOES:	0	ABSTAIN:	
ADOPTED:	MAY 23 2022	REJECTED:		STRICKEN:	

for expenditures of the stormwater utility by \$23,153.00 for the purpose of funding a planning and capacity building project for the City of Richmond.

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

ATRUE COPY:

TESTE:

Canelin D. Reid

City Clerk

2022-095



City of Richmond

Intracity Correspondence

O&R REQUEST

DATE:

April 11, 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: Sabrina Joy-Hogg, DCAO Finance and Administration rina

THROUGH: Sheila White, Director Finance Sheila White

THROUGH: Jason May, Director Budget Jason May

THROUGH: Robert C. Steidel, Deputy City Administrator, Operations

THROUGH: April Bingham, Director, DPt

FROM:

Patrick Bradley, Deputy Departmental Director, Senior, DPU 9

RE:

Virginia Community Flood Preparedness Fund Grant

ORD. OR RES. No.

PURPOSE: To Authorize the Chief Administrative Officer to accept funds in the amount not exceed 75% of the demonstrated total cost of the planning and capacity building project (the "Local Project") or \$23,153, whichever is lesser, from the Virginia Resources Authority, as administrator of the Virginia Community Flood Preparedness Fund ("CFPF"), and to amend the FY2022 Stormwater Utility Budget by increasing the amount appropriated to the Stormwater Utility Budget by \$23,153 for the purpose of a planning and capacity building project.

REASON: To accept a grant to aid the development of a planning and capacity building project to outsource the review of hydrology and hydraulic analysis modeling and no rise certification to a third party consultant so the City's engineer can learn from the reviews and develop the Water Resources Division's capacity in performing the hydrology and hydraulic analysis and no rise certification reviews. The City must execute the attached Grant Agreement and return it to the Virginia Resources Authority no later than May 26, 2022 in order to receive the CFPF Grant to obtain up to \$23,153 in reimbursement funds for the Local Project.

Page 2 of 3

RECOMMENDATION: Authorize the Chief Administrative Officer to execute this Grant Agreement.

BACKGROUND: Various areas within the City are considered to be located in the floodway. The City's Floodplain Ordinance requires a no rise certification supported by a hydrology and hydraulic analysis report and civil plans for proposed developments in these areas. For proposed projects located in the floodway, the DPU's Water Resources Division currently performs the review of development plans before construction permits may be issued including reviews of hydrology and hydraulic analysis models and no rise certifications. The purpose of the attached Funding Agreement is to obtain funding to outsource the review of hydrology and hydraulic analysis and no rise certification to a third party consultant to enable the City's Engineer to learn from the reviews and further develop the Water Resources Division's capacity to perform hydraulic and hydrology analysis and no rise certification reviews. Related projects may involve socially vulnerable areas.

FISCAL IMPACT / COST: By accepting this grant, the Stormwater Utility will receive up to \$23,153 to mitigate the financial impact to their ratepayers.

FISCAL IMPLICATIONS: An up to \$23,153 increase in estimated revenues to the Stormwater Utility.

BUDGET AMENDMENT NECESSARY: Yes, to increase the FY2022 Stormwater Utility Budget account 0810-91002-70123-1409-SV1405-00-000000-000000-00000-00000 by \$23,153.

REVENUE TO CITY: Up to 75% of the Local Project cost or \$23,153, whichever is lesser.

DESIRED EFFECTIVE DATE: On adoption.

REQUESTED INTRODUCTION DATE: May 9, 2022.

CITY COUNCIL PUBLIC HEARING DATE: May 23, 2022.

REQUESTED AGENDA: Consent.

RECOMMENDED COUNCIL COMMITTEE: Finance.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Virginia Department of Conservation and Recreation and Virginia Resources Authority.

AFFECTED AGENCIES: DPU

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS: Virginia Community Flood Preparedness Fund Grant Agreement CFPF 21-02-24, Virginia Community Flood Preparedness Fund Grant Award Letter CFPF 21-02-24, ACH Direct Deposit of Grant Disbursements Authorization Agreement

STAFF: Patrick Bradley, Deputy Departmental Director, Senior, DPU, 804-646-6964

GRANT AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY,

as Administrator of the Virginia Community Flood Preparedness Fund

And

CITY OF RICHMOND

Department of Conservation and Recreation

CFPF-21-02-24

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EXHIBITS

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GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of March 2022 between the VIRGINIA RESOURCES AUTHORITY, a public body corporate and a political subdivision of the Commonwealth of Virginia (the "Authority"), as administrator of the VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND, and the CITY OF RICHMOND, a LOCAL GOVERNMENT (the "Grantee").

Pursuant to Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the "Act"), the General Assembly created a fund known as the "Virginia Community Flood Preparedness Fund" (the "Fund"). In conjunction with the Department of Conservation and Recreation (the "Department"), the Authority administers and manages the Fund. Following consultation with the Authority, the Secretary of Natural Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments in Virginia to fund the costs of flood prevention or protection projects and studies all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by <u>Exhibit A</u> to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

"Act" means Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

"Agreement" means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

"Authority" means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

"Authorized Representative" means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

"Certified Floodplain Manager" means a Certified Floodplain Manager according to the Association of State Floodplain Managers (https://www.floods.org/certification-program-cfm/) who is in the employ of any county, city, town, municipal corporation, authority, district, commission, or

political subdivision created by the General Assembly or pursuant to the Constitution of Virginia or laws of the Commonwealth of Virginia, or any state or federally recognized Virginia Indian Tribe.

"Department" means the Department of Conservation and Recreation.

"Fund" means the Virginia Community Flood Preparedness Fund.

"Grant Manual" means the Department's 2021 Grant Manual for the Virginia Community Flood Preparedness Fund.

"Grantee" means the CITY OF RICHMOND, a local government.

"Local Project" means the particular project described in **Exhibit B** to this Agreement, consistent in all respects with the Grant Manual, to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department as set forth herein.

"Project Budget" means the budget for the Local Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

"Project Costs" means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of "cost" set forth in Section 10.1-603.24 of the Act.

"Project Description" means the description of the Local Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

"Resilience Plan" means a locally adopted plan that describes the Grantee's approach to flooding and meets the following criteria: (i) it is project-based with projects focused on flood control and resilience; (ii) it incorporates nature-based infrastructure to the maximum extent possible; (iii) it includes considerations of all parts of a local government regardless of socioeconomics or race; (iv) it includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation; and (v) it is based on the best available science, and incorporates climate change, sea level rise, and storm surge (where appropriate), and current flood maps.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (Exhibit B) of this Agreement. All work performed under the "Project" and "Study" categories of the Grant Manual shall be in accordance with sound engineering, construction, and architectural principles, commonly accepted development and safety standards and shall be in compliance with all applicable

regulatory requirements, including the National Flood Insurance Program. Any work performed under the "Project" category of the Grant Manual shall be approved by a Certified Floodplain Manager as evidenced by a Certificate of Approval by Certified Floodplain Manager.

ARTICLE III

TIME OF PERFORMANCE

The Grantee's work on the Local Project shall be completed, and evidence of completion presented to the Department, within thirty-six (36) months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder if Grantee fails to complete the Local Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department. The Grantee shall make a request for reimbursement no later than ninety (90) days following the passage of the Local Project's authorized completion date unless an extension is granted pursuant to Section 4.3 below.

ARTICLE IV

GRANT FUNDS

- Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed 75% of the demonstrated total cost of the Local Project or \$23,153, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2. Grantee acknowledges and agrees that while grant funds awarded from the Fund may be used as match for other sources of funding, grant funds awarded from the Fund may not be utilized as match funds for other monies from the Fund. Monies used to match grants from the Fund may not be used as match for other grants.
- Section 4.2. <u>Application of Grant Funds</u>. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:
 - (a) A Requisition, along with a Certificate of Approval by Certified Floodplain Manager, in the form set forth in **Exhibit D** and Financial Report Reimbursement Form, in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement, including a Certificate of Approval by Certified Floodplain Manager where work is being performed under the "Project" category of the Grant Manual.
 - (b) A Planning and Capacity Building project developed by the Grantee and

approved by the Department as meeting all standards of applicable law;

- (c) Evidence satisfactory to the Authority and the Department that all authorizations and approvals for the Local Project required to have been obtained as of the date of the delivery of this Agreement have been obtained, and, where the Local Project's completion is dependent on a variety of funding sources, in addition to the Fund, evidence satisfactory to the Authority and the Department that the Grantee has obtained satisfactory assurances of all necessary funds to fully finance the Local Project;
- (d) If the Local Project will require future maintenance, a maintenance and management plan for the Local Project satisfactory to the Authority and the Department demonstrating how the Local Project will be maintained with funds secured by the Grantee independent of the Fund over the lifespan of the Local Project;
- (e) If the Local Project will be carried out in concert with a federal agency, evidence satisfactory to the Authority and the Department that the Grantee has authorization to enter into any necessary written agreement with the federal agency, including any provisions for cost-sharing; and
- (f) To the extent the Local Project encompasses activities that include the development of flood protection facilities, acquisition of land, restoration of natural features, or other activities that involve design (including such design necessary to ensure the Local Project meets its intended purpose), construction or installation of facilities, a completed Resilience Plan satisfactory to the Authority and the Department was obtained as of the date of the delivery of this Agreement.

Upon receipt of the forgoing, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with the submitted Requisition to the extent approved by the Department. The Department shall have no obligation to approve any Requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Local Project. The Grantee agrees to cause the Local Project to be completed as described in Exhibit B and if applicable, in accordance with plans and specifications prepared by the Grantee's Certified Floodplain Manager and approved by the appropriate regulatory agencies. Grantee is solely responsible for ensuring funds allocated and certified as match during the application process are appropriated, if applicable, and spent according to the approved project. No funds will be reimbursed to the Grantee unless proof of expenditure by the Grantee organization is provided. The Grantee shall complete the Local Project by the date set forth in Article III unless approval for a later completion date is given by the Department and the Authority; however, all such Extension Requests, the form of which is attached hereto as Exhibit G, must be received by the Department no later than ninety (90) days prior to the date set forth in Article III, and the approved Local Project must have commenced within the first nine (9) months after the date of this Agreement. If the Local Project does not commence in a timely fashion to allow completion by the date set forth in Article III or such later completion date as approved by the Department and the Authority, funding will be withdrawn and may be redistributed to other qualifying projects at the discretion of the Department in

consultation with the Chief Resilience Office, and the Special Assistant to the Governor for Coastal Adaptation and Protection.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. <u>Indemnification</u>. N/A

Section 5.2. <u>Disclaimer</u>. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

- (a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days' written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.
- (b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.
- (c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Local Project is not proceeding in accordance with the Local Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.
- (d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.
- Section 5.4. <u>Integration and Modification</u>. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.
- Section 5.5. <u>Collateral Agreements</u>. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non-job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

- Section 5.7. <u>Applicable Laws</u>. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.
- **Section 5.8.** Compliance. The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Local Project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.
- Section 5.9. <u>Severability</u>. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.
- Section 5.10. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.
- Section 5.11. <u>Conflict of Interest</u>. The Grantee warrants that it has fully complied with the Virginia Conflict of Interests Act.
- Section 5.12. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until completion of an audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement of funding of proceeds. The Authority, the Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to

worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced. The Grantee agrees that the Authority, the Department and its authorized agents, reserve the right to make funding adjustments and implement fiscal corrective actions based on said examinations and reviews.

- Section 5.13. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.
- Section 5.14. Acknowledgments. The role of the Authority and the Department must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing the Local Project, whether funded in whole or in part. Acknowledgment of financial assistance, with the Department logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported directly or indirectly by this Agreement. The Grantee is responsible for contacting Department staff in adequate time to obtain the Department logo in camera-ready or digital form. The acknowledgment should read as follows:

This project received funding from the Virginia Community Flood Preparedness Fund Grant Program through the Virginia Department of Conservation and Recreation (DCR), via CFPF-21-02-24.

- Section 5.15. Matching Funds. The required amount of matching funds to the cash contributions by the Grantee to the Local Project will be indicated on the Financial Report Reimbursement Form, Exhibit E, of these agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of the Department with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to the Department in the quarterly reports described below, both in narrative summary and on Exhibit E.
- Section 5.16. <u>Procurement and Subcontracts</u>. The Grantee shall remain fully responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of this Agreement. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act, Section 2.2-4300 *et seq.* of the Code of Virginia of 1950, as amended, in making such awards.
- Section 5.17. Reporting and Closeout. (a) The Grantee shall promptly provide the Department with Quarterly Reports, the form of which is attached hereto as Exhibit F, on performance and financial progress, detailing the progress of work with respect to the Local Project, and a final report upon completion of the Local Project. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on Exhibit F.
- (b) Final deliverables defined in the approved Scope of Work for the Local Project are due to the Department within 30 days following the Local Project end date, unless another date is approved in writing by the Department, upon submission by Grantee of an Extension Request, the form of which is attached hereto as **Exhibit G**. The following shall apply to the submission of final deliverables:

- 1. All materials shall be provided digitally to the Department at cfpf@dcr.virginia.gov.
- 2. All documents must be provided in PDF and/or a Microsoft Word compatible format, including any embedded maps or other figures/illustrations.
- 3. All engineering files (including hydrologic and hydraulic studies) and assumptions necessary to replicate various analyses or other calculations must be provided in a format compatible with the software used to perform those calculations; likewise, all output files are also required.
- 4. All tabular information not included in the engineering files above, whether contained within any report or appendix, which was used as the basis for any calculation, shall be provided in a Microsoft Excel compatible format or Microsoft Access compatible format.
- 5. All map data shall be delivered as a geodatabase or individual shapefiles. Additionally, maps shall be provided in a PDF format if not already included embedded within the report(s). If derived from CAD or another non-GIS workflow, data must be converted into a GIS format.
- 6. If digital submittal is not possible, printed materials, together with all attachments and supporting documentation, may be submitted to the Department at the address below:

Virginia Department of Conservation and Recreation Attention: Virginia Community Flood Preparedness Fund Division of Dam Safety and Floodplain Management 600 East Main Street, 24th Floor Richmond, Virginia 23219

The final reimbursement request must be submitted with the final report and the Department will not reimburse any requests received more than ninety (90) days after the Local Project end date.

Section 5.18. <u>Notices.</u> Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator

of the Virginia Community Flood Preparedness Fund

1111 East Main Street, Suite 1920

Richmond, Virginia 23219 Attention: Executive Director

Authority: Virginia Resources Authority

1111 East Main Street, Suite 1920

Richmond, Virginia 23219 Attention: Executive Director Department: Virginia Department of Conservation and Recreation

600 East Main Street, 24th Floor Richmond, Virginia 23219

Attention: Division Director, Dam Safety and Floodplain Management

Grantee: CITY OF RICHMOND

730 East Broad Street Richmond, Virginia 23219 Attention: Surani Olsen

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

Section 5.19. <u>Appropriations</u>. All payments by Grantee under this Grant Agreement are subject to appropriations by the local authority responsible for appropriation approvals. Consequently, the Grant Agreement shall bind the Grantee only to the extent that the local authority appropriates sufficient funds to the Grantee to perform its obligations thereunder.

ARTICLE VI

COUNTERPARTS

This Agreement may be executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

WITNESS the following signatures, all duly authorized.

VIRGINIA RESOURCES AUTHORITY, AS ADMINISTRATOR OF THE VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND

By:	
Executive Director	
CITY OF DICITIONS	
CITY OF RICHMOND	
Ву:	
Name:	
This.	
Title:	

CFPF-21-02-24



Exhibit A

Community Flood Preparedness Fund - Round 2 Application Recommendations Community Flood Preparedness Fund - Round 1 Resubmitted Application Recommendations December 9, 2021 Virginia Department of Conservation and Recreation

		Award	Remaining	
	Budget	Recommendation (30 Projects)	Budget	
Budget LNG Activities (At Least 25% LNG) (Round 2 + Bal Round 1)	4,983,485.00	19,759,944.30	(14,776,459.30)	X-02
Budget Non-IKS Activities (Round 2 + Bal Round 1)	22,220,475.00	4,791,979.00	17,428,496.00	20%
Total Funds Available	27,203,960.00	24,551,923.30	2,652,036.70	

	Application Types and Amounts Requested Round	nounts Requested R	ound 2	
Count	Activity Type As Selected by the Applicant (May be Adjusted)	Total Project	Total CFPF Requested	Total Match Committed
20	U - Planning and Capacity Building - Low Income Geographic	1,266,546.00	1,193,393.00	73,153.00
2	U - Projects that will result in hybrid solutions - Low income Geographic	6,359,068.00	4,133,394.00	2,225,674.00
9	U - Projects that will result in nature-based solutions - Low Income Geographic	7,982,261.00	6,385,809.00	1,596,452.00
1	U -All other Projects - Low Income Geographic	4,545,455.00	2,500,000.00	2,045,455.00
4	14 - Flood Prevention and Protection Studies - Low Income Geographic	2,778,462.00	2,736,805.00	41,657.00
۳	Flood Prevention and Protection Studies	00.817,217	356,359.00	356,359.00
80	Planning and Capacity Building	5,903,804.00	4,427,855.00	1,475,951.00
0	Projects that will result in nature-based solutions		,	4
7	Projects that will result in hybrid solutions	7,642,300.00	4,585,380.00	3,056,920.00
m	All other Projects	6,813,000.00	3,406,500.00	3,406,500.00
37	Grand Total	44,003,614.00	29,725,495.00	14,278,121.00

	Application Types and Amounts Requested Round 1 Resubmission	Requested Round 1	Resubmissions	
Count	Activity Type	Total Project	Total CFPF Requested	Total Match Committed
-	U - Projects that will result in nature-based solutions - Low Income Geographic	482,000.00	433,800.00	48,200.00
4	Projects that will result in nature-based solutions - Low Income Geographic	5.85,833.00	410,083.00	175,750.00
'n	Grand Total	1,067,833.00	E43,E43.00	223,950.00
42	Grand Total Round 2 and Round 1 Resubmissions	45,071,447.00	30,569,378.00	14,502,671.00

Difference	CFPF Funding
(5,535,071,70)	24,190,423.30
(2,890,000.00)	516,500.00
(1,344,180.00)	3,241,200.00
336,000.00	336,000.00
(4,125,126.00)	302,729.00
(322,309.00)	34,050.00
(304,997.00)	2,431,808.00
(\$75,000.00)	1,925,000.00
(1,063,316.00)	5,322,493.00
(291,850.00)	3,841,544.00
5,045,706.30	6,239,099.30
Req vs Recom.	Recommended
Difference.	CFPF Funding

CPF Funding	Difference*
Recommended	Req vs Recom.
361,500.00	(72,300.00}
	(410,083.00)
361,500.00	[482,383.00]
00 000 000 00	Annual of the State of State o

*Note: Difference includes changes in match based on corrections to Activity Type and just demak

Virginia Department of Conservation and Recreation Community Flood Preparedness Fund - Round 2 Application Recommendations Community Flood Preparedness Fund - Round 1 Resubmitted Application Recommendations

Exhibit A

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L	Low	Income Geograph	Low Income Geographic Applications Recommended for Funding	nded for Funding				
Count	Low Income Demographic (UG) Certified Applications	Reviewer Score	Community	Profect Description	Total Project	CFPF	Match	
				Resilience Plan Development and				
1	_	66	COLORIAL BEACH, TOWN OF	Links Comment	115,000.00	00.0005,501	00.000.01	A DAG TO A LABOR ALCOHOLOGICAL
7	U - Planning and Capadily Building - Low Income Geographic		CHRISTANSBURG, IDWN DF	Restrience Man	49,467.00	44,370.30	4,940.70	Magaza per sente tascussion
m	U - Manning and Capacity Building - Low Income Geographic	153	RDANOKE, CITY OF	Resilience Plan Development	150,000.00	135,000.00	15,000.00	
			111 SOCIE 1110	Resilience Plan Development and				
4	U - Planning and Capacity Building - Low Income Geographic	190	PETERSBURG, CITY OF	Staff	385,016.00	385,016.00		Match Waiver Granted
	THE PERSON NAMED IN COLUMN TO SERVICE OF THE PERSON OF THE	61501500		Capacity Building for Flood				
S	U - Planning and Capacity Building - Low Income Geographic	210	Southside Manning District Committeeslience in Southern Virginia	n Resilience in Southern Virginia	150,000.00	135,000.00	15,000.00	
9	10 - Planning and Capacity Building - Low Income Geographic		Lenowisco PDC	Capacity Building and Planning	150,000.00	150,000.00		Match Waiver Granted
_	U - Manning and Capacity Building - Low Income Geographic	768	Northern Neck PDC	Hazard Mitigation Plan Update	50,000.00	45,000.00	9,000.00	
				City of Newport News Master				
_				Plan Development, Stormwater,				
				Floodolain, Resilience and				
60	U - Plansing and Capacity Building - Low Income Geographic	312	NEWPORT NEWS, CITY OF	Climate Change Management	5,473,403.00	4,926,063.00	547,340.00	
				Watershed Master Plan Study				
0	13 - Planning and Capacity Building - Low Income Geographic	88	NORFOLK, CITY OF	and Purchase of Flood Sensors	350,000.00	315,000.00	35,000.00	35,000.00 Addres per SMHR discussion
2		128	SCOTTSVILLE, TOWN OF	Town of Scottsville Study	123,346.00	123,346.00	100 May 100 Ma	Match Waiver Granted
L				Comprehensive Otywide				
_	2011/2000			Drainage Study and FP Ordinance				
11	U -Flood Prevention and Protection Studies - Low Income Geographic	190	PETERSBURG, CITY OF	Update	2,238,542.00	2,238,542.00		Match Waiver Granted
L				Hoskins Creek and				
12	Li - Flood Prevention and Protection Studies - Low Income Geographic	53	TAPPAHANNOCK, TOWN OF	Rappahannock River	87,400.00	69,920.00	17,480.00	
				Big Bethel Blueway; Albarry Drive				
13	II - Projects that will result in nature-based solutions - Low Income Group aphic	78	HAMPTON, CITY OF	at Big Bethel Road	3,760,625.00	3,008,500.00	752,125.00	
				Sunset Creek Urban Channel				
14	II - Projects that will result in nature-based solutions - Low income Geographic	80	HAMPTON, CITY OF	Naturalization Project	2,527,679.00	2,022,143.00	505,536.00	
15	U - Projects that will result in nature-based solutions - Low income Geographic	7.0	HAMPTON, CITY OF	Billy Woods Canal	449,000.00	291,850.00	157,150.00	
				Lake Hampton and North				
16	II - Projects that will result in hybrid solutions - Low Income Geographic	88	HAMPTON, CITY OF	Armistead Avenue	5.910,068.00	3,841,544.00	2,068,524.00	
								New- Needs SNHR concurence,
_				Stormwater Project -South				stormwater project left off the re
				Birdnect Road between Hughes				error. Qualifies under Opportun
1	17 II -All other Projects - Low Income Green aphic	63	VIRGINIA BEACH, CITY OF	Avenue and Sea Street	3,500,000,00	1,925,000.00	1,575,000.00 Tone	one
					25.469.546.00	19,759,944,30	5,709,601,70	

		Total Project		March
Li - Planning and Capacity Building - Low Income Geographia	Low Income Geographic	6,872,886.00	6,239,099,30	633,786.70
U - Projects that will result in hybrid solutions - L	Low Income Geographic	5,910,068.00	3,841,544.00	2,068,524.00
 U - Projects that will result in nature-based solutions - Low Income Geographie 	Low Income Geographic	6,737,304.00	5,322,493.00	1,414,511.00
LI - All other Projects - L	11-All other Projects - Low Income Geographic	3,500,000.00	1,925,000.00	1,575,000.00
U-Flood Prevention and Protection Studies - Low Income Geographic	Low Income Geographic	2,449,288.00	2,431,808.00	17,480.00
	l	25,469,546.00	19,759,944.30	5,709,601.70

8,786,360.70

24,551,923.30

33,338,283.00

All Totals

Exhibit A

Community Flood Preparedness Fund - Round 1 Resubmitted Application Recommendations Virginia Department of Conservation and Recreation Community Flood Preparedness Fund - Round 2 Application Recommendations

2021
December 9,

	Control Abraham Control	Non-Low-Income Geogra	Non-Low-Income Geographic Applications Recommended for Funding	ended for Funding			0.000	0-100
Count	Non-UG Applications	Reviewer 5 core	Community	Project Description	Total Project	CPF	Match	
	Flood Prevention and Protection Studies	43	WEST POINT, TOWN OF	West Point Study	45,600.00	22,800.00	22,800.00	Please note I removed from OppZone
				Data collection of regional significance, creation of tools and				
				applications, dashboard for real-				
2	Flood Prevention and Protection Studies	105	Northern Virginia Regional Committime flooding risk data	ultime flooding risk data	22,500.00	11,250.00	11,250.00	-40,
y				Planning and Capacity Building-				
~	Planning and Capacity Building	57	RICHMOND, CITY OF	Staff	30,871.00	23,153.00	7,718.00	
				Staff Training and Certification				
4	Planning and Capacity Building	73	ASHLAND, TOWN OF	[CFM]	3,438.00	2,579.00	860.00	860.00 Added per SNHR discussion
S		83	ASHLAND, TOWN OF	Resilience Plan	80,068.00	60,051.00	20,017.00	20,017.00 Added per SNHR discussion
				Resilience Plan Development				
9	Planning and Capacity Building	06	RICHMOND, CITY OF	Windsor Farms	25,858.00	19,394.00	6,464.00	6,464.00 Added per SNHR discussion
-	Planning and Capacity Building	123	Middle Peninsula PDC	MPPDC Capacity Building	47,000.00	35,250.00	11,750.00	
				Resilience Plan Development and				
00	Planning and Capacity Building	153	ISLE OF WIGHT COUNTY	Training	90,701.00	68,026.00	22,675.00	
				Resilience Planning and Staff				
6	Planning and Capacity Building	218	CHARLOTTESVILLE, CITY OF	Training	125,701.00	94,276.00	31,425,00	31,425.00 Added per SNHR discussion
				Oty of Alexandria Waterfront				
10	Projects that will result in hybrid solutions	20	ALEXANDRIA, CITY OF	Improvement Project Design	5,402,000.00	3,241,200.00	2,160,800.00	
L				Artandria Flood Mitigation -				Mew-Needs SWBR concurence;
				Edison Street and Dale Street				stormwater project left off the report in
11	All Other Projects	19	ALEXANDRIA, CITY OF	Capacity Project Phase I	1,033,000.00	\$16,500.00	\$16,500.00 error	ettor
=	12 Projects that will result in nature-based solutions	65	MIDDLESEX COUNTY	Dredging Project Only	480,000.00	336,000.00	144,000.00	
					7,386,737.00	4,430,479.00	2,956,259.00	
					Total Project	3650	Match	
			Flood	Flood Prevention and Protection Studies	68.100.00	34,050.00	34,050.00	
				Planning and Capacity Building	403,637.00	302,729.00	100,909.00	
			Projects that w	Projects that will result in nature-based solutions	480,000.00	336,000.00	144,000.00	
			Project	Projects that will result in hybrid solutions	5,402,000.00	3,241,200.00	2,160,800.00	
				All Other Projects	1,033,000.00	516,500.00	216,500.00	
					7,386,737.00	4,430,479.00	2,956,259.00	

	ROUND I RESUBL	POUND I RESUBILISASION - NON COMPTUNE DEORGANIN	Dec Braptine			
Non-LIG Applications	Reviewer. Score	Community	Project Description	Total Project	CFF	Match
			Pilot Project Development;			
	100	HENRICO COUNTY	Dashboard; Education and	482,000.00	361,500.00	120,500.00
Planning and Capacity Building			Outreach			
				482,000.00	361,500.00	120,500.00

Reviewer Score	Community	Project Description	Total Project	CPF	Match
100	HENRICO COUNTY	Pilot Project Development; Dashboard; Education and	482,000.00	361,500.00	120,500.00
		Outreach	482,000.00	361,500.00	120,500.00
	a la		Total Project	CFPF	Match
	00011	Planning and Capacity Building	482,000.00	361,500.00	120,500.00
	paleu	Projects that will result in reports solutions	482,000.00	361,500.00	120,500.00

Virginia Department of Conservation and Recreation Community Flood Preparedness Fund - Round 2 Application Recommendations Community Flood Preparedness Fund - Round 1 Resubmitted Application Recommendations December 9, 2021

Exhibit A

Eucloper Life Activities A Least 255A Life Bound 2 + Ball Bound 3 + Ball Bo	Approval of Funding Recommendations Concurrence received from the Secretary of Matural Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection on 12/9/2021 and upon Final Signature	Approva	Approval of Funding Recommendations Special Assistant to the Governor for Coastal	idaptation and Protection on 12/	9/2021 and upon Final Signature	
State Budget Bu			Award	Remaining		
State Stat		Budget	Recommendation (30 Projects)	Budget		
12,220,475.00	Budget LIG Activities (At Least 25% LIG) (Round 2 + Bal Round 1)	4,983,485.00	19,759,944.30	{14,776,459.301	80%	
Division Director Transfer and Marter Conservation Treation Trea	Budget Non-LVG Activities (Round 2 + Bal Round 1)	22,220,475.00	4,791,979.00	17,428,496.00	20%	
Division Director Treation Greation Creation Management and Soil and Water Conservation Creation Matural and Historic Resources Other	Total Funds Available	00.036,503,75	24,551,923.30	2,652,036.70		
Division Director rent creation Naragement and Soil and Water Conservation Creation Matural and Historic Resources Oate Oate	- Thereby otherward Caper			100/20/01		
Treation Director Management and Soil and Water Conservation Creation Creation Matural and Historic Resources Date	Signature: Wendy Howard Cooper, Division Director		Dat			
Creation Treation Treati	Dam Safety and Floodplain Management					
Date Whangement and Soil and Water Conservation creation Treation Matural and Historic Resources Date	Department of Conservation and Recreation					
Date The ector Management and Soil and Water Conservation Creation Treation Matural and Historic Resources Date						
Date creation Treation Date	ght sounge The Noteman			1/3/2022		
Geation Treation Treatio	ment and	roation	Date			
Geation Of Natural and Historic Resources Other	Department of Contervation and Recreation					
Gate Treation Matural and Historic Resources Date	,					
orealion State St			i			
of Natural and Historic Resources	Signature: Cryste Cristovation and Regression Department of Conservation and Regression					
of Natural and Historic Resources	0.					
of Natural and Historic Resources	Carried Marie			200000000000000000000000000000000000000		
	(har J. fart)		1			
	Signature: Ann Ietgilngs, Secretary of Natural and Historic Resources		Date			

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Exhibit A

Virginia Department of Conservation and Recreation Community Flood Preparedness Fund - Round 2 Application Recommendations 12/9/2021

١	Count Applications Needing Further Discussion	Reviewer Score	Community	Project Description	Reason for Denial	Total Project	CFPF
					Denied - Does not meet the intent of the fund and only supports shoreline property		
	Projects that will result in nature-based solutions	199			owners; any development must meet flooding issues on a community scale. Denial		
-			MPPDC - KING AND QUEEN COUNTY	MPPDC - KING AND QUEEN COUNTY Shoreline Restoration - Private Property	concurred with SNHR 12/9/2021	125,251.00	87,676.00
					Denied - Does not meet the intent of the fund and only supports shoreline property		
	Projects that will result in nature-based solutions	88			owners, any development must meet flooding issues on a community scale. Denial		
2			MPPDC - MIDDLESEX COUNTY	Shoreline Restoration - Private Property	concurred with SMHR 12/9/2021	44,000.00	30,800.00
	200				Denied - Does not meet the intent of the fund and only supports shoreline property		
	Projects that will result in nature-based solutions	8			owners; any development must meet flooding issues on a community scale - Denial		
m			MPPDC - GLOUCESTER COUNTY	Shoreline Restoration - Private Property	concurred with SNHR 12/9/2021	211,406.00	147,984.00
					Denied - Does not meet the intent of the fund and only supports shoreline property		
	Projects that will result in nature based solutions	80			owners; any development must meet flooding issues on a community scale - Denial		
4			MPPDC - MATHEWS COUNTY	Shoreline Restoration - Private Property	concurred with SNHR 12/9/2021	97,400.00	68,180.00
4			MPPLA MAINEWS LOUNIT	Shorewise Kestoration - Private Property	CONCURRED WITH SMITH 12/3/2021		9/,400,00 66,180,00

Applications Needing Further Olscussion	Reviewer Score	Community	Project Description	Reason for Denial	Total Project	CFPF
LI - Projects that will result in nature-based solutions - Low Income Geographic	15	MPPDC -GLOUCESTER COUNTY	Shoreline Restoration - Private Property	Denied - Does not meet the interit of the fund and only supports shoreline property owners, any development must meet flooding issues on a community scale - Denial concurred with SNHR 12/9/2021	168,618.00	134,894.00
LI - Projects that will result in nature-based solutions - Low Income Geographic	7.8	MPPDC -MATHEWS CDUNTY	Shoreline Restoration - Private Property	Denied - Does not meet the intent of the fund and only supports shoreline property owners, any development must meet flooding issues on a community scale - Denial concurred with SNHR 12/9/2021	194,365.00	155,492.00
LI - Planning and Capacity Building - Low Income Geographic	203	CAROLINE COUNTY	Planning and Capacity Building	Application does not demonstrate funds will be utilized for an eligible category within the grant manual. Proposed contractor services are for inspections currently being conducted by local staff. Denial concursed with SWHR 12/9/2021	216,320.00	194,688.00
ti - All other Projects - Low Income Geographic	07	RICHMOND, CITY OF	Woodhaven Drive Drainage Improvements	Design phase 60% complete. Doesn't appear that project will be completed within required 3 year timefine - 18-24 month completion time and a 2023 start date. Denial concurred with SNHR 12/9/2021	4,545,455.00 2,500,000.00	2,500,000.00
Flood Prevention and Protection Studies	59	FAIRFAX COUNTY	Fairfax County Dogue Greek and Pimmit Run Watersheds	Project estimate is for Feb of 2021, prior to the CFPF grant funding opportunities getting underway. Denial concurred with SNHR 12/9/2021	479,000.00	239,500.00
Flood Prevention and Protection Studies	135	STAFFORD COUNTY	Brooke Road Corridor (SR608) and surrounding Accokeek Creek Watershed Flood Study	Project under contract and in progress- supplanting. Denial concurred with SNHR 12/9/2021	110,880.00	55,440.00
Projects that will result in hybrid solutions	81	HOPEWELL, CITY OF	Mouttre Avenue Roadway and Drainage Improvement Project	Resilience plan must be approved prior to application for a project. Denial concurred with SNHR 12/9/2021 - Will encourage to apply for capacity building and planning to develop a resilience plan	2,240,300.00 1,344,160.00	1,344,180.00
All other Projects		Hamoton Roads Service District	Resilience Plan	Application is incomplete; application is for a project dashboard not a plan, project is well underway and ineligible, no rasilience plan approval. Denied - Need SWHR concurrence, project left of the report in error	2,280,000,00	Denied - Need SNHR CONCURRENCE; project left off the

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Virginia Department of Conservation and Recreation Community Flood Preparedness Fund - Round 2 Application Recommendations Community Flood Preparedness Fund - Round 1 Resubmitted Application Recommendations December 9, 2021

Exhibit A

	Revie	Community Name	Activity Type	Project Description	CFPF Requested	\rightarrow	Diff Reg vs Approved
=		100 HENRICO COUNTY	Planning and Capacity Building	Pilot Project Development: Dashboard: Education and Gutreach	433,800.00	361,500.00	[72,300.00]
Round 3 Denials	Various	Projects that will result in nature-based a Projects that will result in nature-	Projects that will result in nature-based solutions - Low income Geographic	Shoreline Miligation - Private Properties	410,023.00	•	(410,083.00)
				Round 1 Resubmissions Approvals and Denials	843,883.00	361,500.00	(482,383.00)
Approved/Denied	Reviewer:	Community Name	Activity Type	Project Description	CFPF Requested	CFPF Approved	Diff Reg vs Approved
Approved	6		III - Planning and Capacity Building - Low Income Geographic	Resilience Plan	37,100,00	44.520.30	7.420.30
Approved	93	COLONIAL BEACH, TOWN OF		Resilience Plan Development and Training	112,500.00	103 500.00	(9,000.00)
				The City of Roanole is applying for funding to solicit a consultant who is familiar with			
Approved	153	153 ROANOKE, CITY OF	13 - Planning and Capacity Building - Low Income Geographic	the City, community needs, and riverine/Roodplain challenges.	112,500.00	135,000.00	22,500.00
Approved	190	D PETERSBURG, CITY OF	11 - Planning and Capacity Building - Low Income Geographic	Resilience Plan Development and Staff	385,016.00	385,016.00	
				A whole community approach to assess what resources and elements of Rood residence plans this region has in hand already to identify gaps that need to be			
				addressed and to prevently because the under the parties of the lands of the University of Verginia and LENDWISCO Planning District Commission, on behalf of the			
				Counties of Lee, Wise, and Scott, the City of Norton, and the Towns of Appalachia, Big			
				Stone Gap, Dungannon, Gate City, and Pennington Gap, to conduct an initial scoping			
Approved	210	210 Lenowisco PDC	LI - Planning and Capacity Building - Low Income Geographic	and benchmarking effort	150,000.00	150,000.00	•
				Comprehensively assess the available and foundational elements needed to develop an approvable resiliency plan for each locality. A partnership between the University			
				of Virginia and Southside Norton, and the Towns of Appalachia, Big Stone Gap,			
				Dungannon, Gale City, and Pennington Planning District Commission, on behalf of the			
				affiliate City of Martinsville and the Towns of Halifax and South Boston, to conduct an	200	-	R
Approved	210	District Commission	U - Planning and Capacity Building	Mital scoping and benchmarting effort	135,000.00	135,000,00	-
Approved	8 P P	258 Northern Meck PDC	LI - Planning and Lapacity Building - Low Income Geographic	Hazaro wenganon Man Update	45,000,00	45,000.00	
				Newport (News seeks to develop intee mierdependen), complementary master plans			
				inclementing tracelisated cret-affection attaineds and societams aimed at enturing			
				the levels of flood damages the children have			
Annemed	313	312 MEWPORT NEWS CITY OF	11. Planning and Canarity Building - flow browns Geographic	increasingly endured over recent decades.	4.105.052.00	4 926 063 00	621 011 00
				Funding to support the design of one of the projects identified in the Newsparket			
				Creek Water Plan the Billy Woods Canal The purpose of the Billy Woods Canal design			
				is to increase upstream water storage in the canal, with the goal of both reducing			
				downstream Roading and increasing the volume of stormwater that is treated to			
				improve water quality following high intensity rain events. The project will also create			
Approved	20	HAMPTON, GTY OF	[1] Projects that will result in hybrid solutions - tow Income Geographic	public access to green and blue space and enhance native habitats.	291,850.00	291,850.00	
				Funding to support implementation of two of the pilot projects identified in the Novemarks (read Water Plan I are Nameton and North Armittend Road Raking and			
Angrowed	3	HAMPTON CITY OF	11. Projects that will result in hybrid solutions. Low income Geographic	Green Infrastructure.	3,841,544,00	3.841.544.00	
				Assist the Town of Tappahannock with the design and construction of a nature-based			
				thorefine design solution and draft JPA permit application to reduce the impacts of			
				storm events, flooding, and wetland loss for a publicly owned waterfront parcel			
Approved	2	TAPPAHAMNOCK, TOWN OF	11 - Projects that will result in nature-based solutions - Low Income Geographic	providing access to Hoskins Creek and the Rappahannock River.	115,338.00	69,920.00	(45,418.00)
				funding to support implementation one of the pilot projects identified in the			
				recent attention for the frame of the day between the box but by between the control but of the frame of the frame of the day of the frame of the fr			
Annrowed	7,8	HAMPTON CITY OF	11 - Projects that will result in nature based solutions - Low Income Geographic	space, enhancing native habitats, and improving water quality.	3,008,500,00	3,008,500,00	•
				Funding to naturalize a portion of Sunset Creek to improve nutrient removal, restore			
				the natural connectivity and floodway of the tidal channel, improve buffers, improve			
				the safety of the channel, pilot different channel laning products, and provide			
Approved	2	HAMPIUM, LITTUR	LI - Projects that will result in nature-based solutions - Low income decignability	absenced at 5104 age within the water sheet.	2,022,144,00	7,022,143,00	
				about South Birdnerk Boad to mittede existing flooding conditions in the Sealack			
Approved	63	63 VPRGINIA BEACH, CITY OF	LI -All other Projects - tow Income Geographic	neighborhood.	1,750,000.00	1,925,000.00	175,000.00
				To update the City's Watershed Master Plan (Combined Coastal and Precipitation			
				Flooding Master Plan) to incorporate the Federal Emergency Management Agency's			
Approved	2	NOBFOLK, CITY OF	11-Flood Prevention and Protection Studies - Low Income Geographic	nation at process resultance to gram Community rates Spacem (Cho) requirements from Activity 452, b. Purchase Rood sensors.	315,000,00	315,000.00	ä
				The study proposed in this project is a survey and fibodolain map amendment for two			
	,			vulnerable areas of the Town of Scottsville, plus the related follow-up work on FEMA			13
Approved	240	128 SCUTTSVILLE, TOWN OF	III -Hood Prevention and Profection Studies - tow Income Geographic	LUMIK processes.	123,346.00	123, 546.00	ē

7047

(6,017,454.70)

24,551,923.30

30,569,378.00

Round 1 and Round 2 Approvals and Denials

Virginia Department of Conservation and Recreation Community Flood Preparedness Fund - Round 2 Application Recommendations Community Flood Preparedness Fund - Round 1 Resubmitted Application Recommendations December 9, 2021

Exhibit A

Approved/Denied Reviewer Community Name	d Reviewer	Scommunity Name	Activity Type	Project Description	CFPF Requested	Cipi Anoroved	Diff Red ist Abbrehed
Approved	190	190 PETERSBURG, CITY OF	LI-Flood Prevention and Protection Studies - Low Income Geographic	rwide Drainage Study and FP Ordinance Update	8	8	9
				Adjandis Flood Mitgation – Edison Street and Dale Street Capacity Project Phase L is focused on implementing an early phase of the identified capacity project that can be further reduced to five project components access the area of Edison Street, Dale			
Approved	67	ALEXANDRIA, CITY OF	All other Projects	Street, and Weti Roed Avenue and Mount Vernon Avenue, Specifically, Phase I will help mitigate flooding by conveying surface runoff from target storms	\$16,500.00	516,500.00	8,1
				This proposal requests funding to assist the Town of West Point with a combination Hydrobjek and Hydraulik (H&H) Study and Structural Design and Level of Service study to address orgoing thought grot a publicly owned bridge that was originally built and many and a service or			
Approved	43	WEST POINT, TOWN OF	Flood Prevention and Protection Studies	the bridge.	59,917.00	22,800.00	(37,117.00)
Approved	sat	Northern Virginia Regional Commission	Northern Veginia Regional Commission - Flood Prevention and Protection Studies	The study proposed includes Data Collection of Regional Significance. The proposed study also includes the Creation of tools or applications to identify, aggregate, or attudy afformation on Rood risk in its gabbers data spoints about real-time Brooding.	61,419,00	\$1,250,00	(50,169.00)
				Funding to outsource the review of HHA and no rise certification to a third party consultant so the CHY's engineer can fearn from the reviews and develop Water			
Approved	- 22	S2 BCHMOND, CITY OF	Planning and Councily Building	Resources Division's capacity in performing the H&HA and no rise certification reviews.	23,153,00	23.153.00	,
Approved	73	73 ASHLAND, TOWN OF	Planning and Capacity Building	Staff Training and Certification (CFA)	2,579.00	2,579.00	
Approved	83	ASHTAND, TOWN OF	Planning and Capacity Building	To develop a Residence Plan to stress the Town's current resources, assess flooding concerns, and evaluate options for addressing increasing local flooding issues due to desire change in the state change.	60,051.00	60,051.00	
Approved	8	BUCHMOND, CITY OF	Planning and Capacity Building	Levee surveying at the City of Richmond's water treatment plant, reporting, and engineering review by a third party consultant of the survey report,	19,394.00	19,394.00	
Approved	123	Middle Peninsula POC	Planning and Cocacity Building	Capacity building and planning project that will achieve the needed capacity issues for the MPPDC's growing FTF program.	58,058.00	35,250.00	(22,808,00)
Approved	153	153 ISLE OF WIGHT COUNTY	Planning and Capacity Building	Restlience Man Development and Training	68,026.00	68,026.00	
Approved	218	CHARLDTTESVILLE, CITY OF	Planning and Capacity Building	Resilience Planning and Staff Training	113,131.00	94,276.00	(18,855.00)
Approved	70	70 ALEXANDRIA, CITY OF	d tolellons	The WFI Project, one of largest projects funded by the ChY's capital improvements program, serves to midgase freeine and stormwater fooding impacts, from a contributing of airage area of 54 acres, thereby protecting residents, wistors, phases, historic buildings and cultural resources, and infrastructure. [Design phase]	3,241,200,00	3,241,200.00	206
Approved	53	MIDDLESEX COUNTY	based solutions	Multiple Shoretine Projects	605.951.00	336,000,00	(269,951,00)
Denied	790	290 Hampton Roads Service District	All other Projects	Climate Change Adaption Plan and Dynamic Dashboard	1,140,000.00		(1,140,000,00)
100	379	VINITAL COLORIA	filmed Demonstration and Device action Challes	Faidfar County will complete modeling and mapping of the estimated 81.2 stream males with County regulated floodplains in 30 designated watersheet. This study michudes both updates to prior mapped floodplains and new floodplain models and michaels both updates to prior mapped floodplains and new floodplain models and	239 500.00		(239 500 00)
				Brooke Road Corridor (SRGGS) and surrounding Accokeek Creek Watershed Flood			
Denied	203	203 CARGUNE COUNTY	11 toda Prevention and Provestion Studies 13 - Planche and Capacity Building - Low Income Generable	Planning and Capacity Building	194,688.00		(194,688,00)
Denied	57	GLOUCESTER COUNTY	13 - Projects that will result in nature-based solutions - Low Income Geographic	Multiple Shorefine Projects	358,425.00		(358,425.00)
Denied	7.0	78 MATHEWS COUNTY	[1] - Projects that will result in nature-based solutions - Low Income Geographic	Multiple Shoreline Projects	275,452.00	100	(275,452.00)
				Woodhaven Dive Drainage Improvements Project. The Woodhaven Other Drainage Improvements Project. The Woodhaven Other Drainage Improvements Project is an active DPU/SW capital project located Information and Experiment neighborhood, aimed at reducing locationed repetitive Thooding and Convergence of stormwater throughout the Woodhaven Improving connectivity and convergence of stormwater throughout the Woodhaven			
Denled	8	70 RICHMOND, CITY OF	Li -All other Projects - Low Income Geographic	neighborhood.	2,500,000,00	,	(2,500,000,00)
1		and ready of the state of the s		Funds to undertake the contituction of roadway and drahage improvements to Moutrie Avenue and its surrounding blocks to address recurring chand flooding. Interest improvements will include installation of pavement, curd and gutter, drahaage structures.			4
Demed	210	ital morewell, City Of	PTOJETS STAR WILL TESUE ST IPPERS SOUTHOUS	grass swares, the first writer by the contract of the street contract of the c	36 735 485 00	00 000 000 00	11,344,180.July

Exhibit B

PROJECT DESCRIPTION

The Local Project shall consist of the development of a Planning and Capacity Building project to outsource the review of HHA and no rise certification to a third party consultant so the City's engineer can learn from the reviews and develop Water Resources Division's capacity in performing the H&HA and no rise certification reviews, to be approved by the Department as meeting all standards of applicable law.

Exhibit C

PROJECT BUDGET

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
Planning and Capacity Building	\$30,871	\$23,153	\$7,718 (to be paid in full by Grantee)
	Personnel	\$0	\$0
	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0
	Supplies	\$0	\$0
	Other	\$0	\$0
	Contractual	\$23,153	\$7,718

Exhibit D

REQUISITION FORM

[Date]

Division Director, Dam Safety & Floodplain Management Department of Conservation and Recreation 600 E. Main Street, 24th Floor Richmond, Virginia 23219

Re: Virginia Community Flood Preparedness Fund

CITY OF RICHMOND

Grant Number: CFPF-21-02-24

Dear Division Director:

This requisition, Number _____, is submitted in connection with the Grant Agreement dated as of March 1, 2022 (the "Grant Agreement") between the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund (the "Fund"), and the CITY OF RICHMOND, a local government (the "Grantee"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$______, for the purposes of reimbursement of the Project Costs associated with Planning and Capacity Building, which is submitted herewith. Additionally, enclosed is the Financial Report Reimbursement Form set forth in Exhibit E of this Agreement, detailed invoices relating to the items for which payment is requested and proof of payment for each associated invoice.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or other costs covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

The undersigned certifies to the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been paid in full.

Sincerely,	
(Authorized Representative of the Grantee)	

CERTIFICATE OF APPROVAL BY CERTIFIED FLOODPLAIN MANAGER (CFM) FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT CFPF-21-02-24

Note: This certification does not apply to Capacity Building. Planning or Studies and is only required for Projects funded under the Community Flood Preparedness Fund as such terms are defined in the Grant Manual.

This Certificate is being executed and delivered in, 20, submitted by the CITY OF RICHMONI pursuant to the Grant Agreement dated as of March 1, 2022 Virginia Resources Authority, as Administrator of the Commun and the Grantee. Capitalized terms used herein shall have the sar Grant Agreement referred to in the Requisition. The undersigned Grantee hereby certifies to VRA that insofar as the work per Requisition is for work that is in compliance with NFIP standard local floodplain ordinance of the community where work under the standard stan	D, a local government (the "Grantee"), (the "Grant Agreement") between the city Flood Preparedness Fund ("VRA"), me meanings set forth in Article I of the cd Certified Floodplain Manager for the erformed and amounts covered by this ards and meets the requirements of the
Project deliverable	
Total amount billed for this Project deliverable	
Signature of Certified Floodplain Manager	Date

Exhibit E

COMMONWEALTH OF VIRGINIA Department of Conservation and Recreation

Financial Report Reimbursement Form Virginia Community Flood Preparedness Fund Agreement No:

	3			
CID # Grantee:			Phone #:	
Contact Person:			Email:	
Mailing Address				
Project Project Type:				
Project Description			<u></u> .	
Reporting Period (Select Qtr and Yr)	January - March April - June July - September October - December		2021 2022 2023 2024	
CFPF Funds				
	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Personnel	Budget	Experiditures	Expenditures	Project Balance
Fringe				
Travel			-	
Supplies				
Contractual				
Other				
*TOTAL				
Total Re	eimbursement Request:	\$ -		
MATCH Funds (N/A)				
	Project Match	Current Match	Cumulative Match	*Unexpended
	Budget	Expenditures	Expenditures	Match Balance
Personnel				
Fringe				
Travel		-		
Supplies Contractual				
Other				
*TOTAL				
	Authorized Signature:			
	Title:			
	Date:			

Exhibit F Quarterly Reporting Form

Virginia Department of Conservation and Recreation Virginia Community Flood Preparedness Fund Grant Program

Quarterly reports must be submitted within 30 days following the end of each quarter. Final reports are due within 30 days following the project end date. Due dates are as follows:

- Quarter ending September 30 reports due October 30th
- Quarter ending December 31 reports due January 30th
- Quarter ending March 31 reports due April 30th
- Quarter ending June 30 reports due July 30th

Agreement Number:		Calendar Year:	
Quarter Ended: 9/30	3/31	6/30	
Grantee:		CID #:	
Contact Name and Title:			
Contact Phone No:	Contact Email: _		
Project Type:			
Project Description:			
Brief Description of Activity			
Progress Achieved Toward Milestone During this Quarter			

Progress Anticipated During Next Quarter		
Anticipated Completion Date for this Activity and Remaining Steps		
Printed Name:	Date:	
Signature:		V.
Title:		
DCR Signature Approval and	Date:	

Exhibit G Extension Request Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

Request to Amend Contract between Virginia Resources Authority and Grant Recipient of the YYYY

Virginia Community Flood Preparedness Fund Grant

All projects are required to be completed no later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department. A one-year extension may be granted at the discretion of the Department provided the project commenced within nine (9) months of award and such request is received not later than 90 days prior to the expiration of the original agreement. Requests should be emailed to cfpf@dcr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation Attention: Virginia Community Flood Preparedness Fund Division of Dam Safety and Floodplain Management 600 East Main Street, 24th Floor Richmond, Virginia 23219

Grant Recipient:	W.
Contact Name:	
Mailing Address (1):	
Mailing Address (2):	
City:	_ State: Zip:
<i>Is this a new address?</i> ☐ Yes ☐ No	Has the Contact Name changed? □ Yes □ No
Telephone Number: ()	Cell Phone Number: ()
Email Address:	
Grant Number:	

Title of Project:	
NFIP/DCRCID:	
Total Cost of Project:	
Total Amount Awarded:	
Current Grant End Date:	
Requested New End Date:	
Please attach additional documentation as r Justifi	cation for Extension
Joseph	
2	
Grant Recipient Signature	Date Requested
Grant Recipient Printed Name	Title

Virginia Department of Conservation and Recreation Date Approved Date Denied Printed Name Title Reason for Denial VRA Use Only Virginia Resources Authority Date Grant Date Received Modified Printed Name and Title

HE DEPARTMENT Use Only

Ann Jennings Secretary of Natural and Historic Resources and Chief Resilience Officer



Clyde E. Cristman

COMMONWEALTH of VIRGINIA

DEPARTMENT OF CONSERVATION AND RECREATION

December 27, 2021

Surani Olsen, PE - Program and Operations Manager Water Resources Richmond DPU
730 East Broad Street
Richmond, Virginia 23219
surani.olsen@richmondgov.com

Re: Community Flood Preparedness Fund (CFPF)

CY2021 Round 2 Grant Application: Grant Number: CFPF-21-02-24

Application Category: Planning and Capacity Building Community Name: RICHMOND, CITY OF, CID: 510129

Primary Contact: Surani Olsen PE - Program and Operations Manager Water Resources

Primary Contact Email Address: surani.olsen@richmondgov.com

CFPF Award Amount: \$23,153.00 Match Amount Required: \$7,718.00 Total Approved Project Cost: \$30,871.00

Dear Surani Olsen:

Congratulations! DCR, in consultation with the Secretary of Natural and Historic Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, has reviewed you application for a Planning and Capacity Building-Staff and your request for funding is approved as indicated above.

Special terms, condition(s) or adjustments that apply to your award or that must be satisfied prior to reimbursement are as follows:

None

Please review the agreement documents emailed or enclosed with this communication as well as the grant manual used for application for important guidance information. Of particular note are the following requirements:

1. Virginia Resources Authority (VRA) will email Grant Agreements to recipients using the email address provided in the original application. If no email address is provided, the Grant

Agreements will be sent via U.S. mail. Recipients shall return the signed Grant Agreement within 90 days of receipt to:

Address:

Virginia Resources Authority 1111 E. Main Street, Suite 1920 Richmond, VA 23219

VRA will return the executed signature page to you via email unless otherwise requested. Grant agreements not signed and returned within 90 days will have all funds rescinded without further notice.

- 2. Progress reports are due quarterly and on the schedule as indicated in the grant agreement and must be submitted to cfpf@dcr.virginia.gov or other depository as determined by DCR. No reimbursement request will be processed without a quarterly progress report.
- 3. Grant funds may be disbursed on a quarterly basis. For low-income geographic areas, one-quarter of the grant award may be advanced upfront to the grant recipient to be offset against actual expenditures at the end of the grant award. All requests for disbursement shall be delivered to DCR for approval according to the reimbursement terms of the grant manual, suing the form provided, and as outlined in the Grant Agreement. DCR shall forward the approved request to VRA for payment to the applicant. VRA will not disburse funds prior to receipt of a fully executed Grant Agreement.
- 4. Final reimbursement requests must be submitted within 90 days following passage of the authorized project completion date; this request must include completed and signed Reimbursement Request Form, signed Form of Requisition along with the signed Certificate of Approval Floodplain Management, proof of payment (canceled checks, bank statements, accounting system reports, etc.) and invoices to cfpf@dcr.virginia.gov or other depository as determined by DCR.
- 5. Projects, capacity building and planning and studies will be required to be completed after the beginning of the application period and not later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department.
- 6. If a project, study, capacity building or planning activity does not commence in a timely fashion to allow completion within the agreement period, funding will be withdrawn and the applicant may reapply during the next grant round, should funds be available.
- 7. An extension may be granted at the discretion of the Department; however, all extension requests must be received no later than 90 days prior to the expiration of the original agreement, and the approved activity must have commenced within the first nine months of the original agreement period.

8. Final project deliverables defined in the approved Scope of Work are due to the Department within 30 days following the project end date, unless another date is approved by the Department.

Again, congratulations on your selection as a grantee of the CFPF. Should you have any questions, please feel free to contact me at (804) 786-5099 or <a href="https://www.weigh.com/weigh

Sincerely,

Wendy Howard Cooper

Director, Dam Safety and Floodplain Management

cc: Darryl M. Glover, Deputy Director, DCR
Kimberly S. Adams, Senior Program Manager, VRA
Tony Leone, Program Manager, VRA
Angela Davis, Flood Program Planner, DCR
Karen Thomas, Grant Manager, DCR



ACH DIRECT DEPOSIT OF GRANT DISBURSEMENTS AUTHORIZATION AGREEMENT

VRA is authorized to in and the financial institu	nitiate credit entries to the Checking X Savings account indicated below ation named below to credit the same to such account.	
Bank Name:	wank Name: Wells Fargo Bank	
Bank Address:	1021 East Cary Street	
	Richmond, Virginia 23219	
ABA / Routing Number:	053101561	
Account Name:	City of Richmond	
Account Number: 2079900437388		
By: John W. Vaugustitle: Deputy Direct Date: 04/08/2022 The representative list		
Name:	Carolyn E. Turner	
Title:	Accounting Manager	
Address:	730 East Broad Street, 6th Floor	
Town, State, Zip:	Richmond, VA 23219	
Phone Number:	804-646-5234	
Email Address:	Carolyn.E.Turner@Richmondgov.com	
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