

INTRODUCED: May 9, 2022

AN ORDINANCE No. 2022-143

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Agreement between the Virginia Resources Authority and the City of Richmond for the purpose of receiving grant funds in the amount of up to \$19,394.00 to fund a planning and capacity building project for levy surveying, reporting, and engineering review of the survey report by a third-party consultant 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, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Grant Agreement between the Virginia Resources Authority and the City of Richmond for the purpose of receiving grant funds in the amount of up to \$19,394.00 to fund a planning and capacity building project for levy surveying, reporting, and engineering review of the survey report by a third-party consultant for the City of Richmond. The

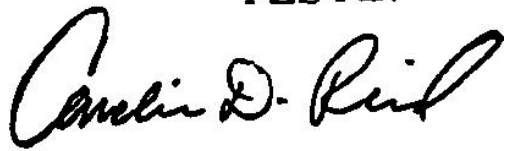
AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: MAY 23 2022 REJECTED: _____ STRICKEN: _____

Grant Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, appearing to read "Carolin D. Reed". The signature is written in a cursive, flowing style.

City Clerk



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

Handwritten signature of Levar M. Stoney.

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

Handwritten signature of J.E. Lincoln Saunders.

THROUGH: Sabrina Joy-Hogg, DCAO Finance and Administration

Handwritten signature of Sabrina Joy-Hogg.

THROUGH: Sheila White, Director Finance

Handwritten signature of Sheila White.

THROUGH: Jason May, Director Budget

Handwritten signature of Jason May.

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

Handwritten signature of Robert C. Steidel.

THROUGH: April Bingham, Director, DPU

Handwritten signature of April Bingham.

FROM: Patrick Bradley, Deputy Departmental Director, Senior, DPU

Handwritten signature of Patrick Bradley.

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 \$19,394, 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 \$19,394 for the purpose of a planning and capacity building project for levee surveying, reporting, and engineering review of the survey report by a third party consultant.

REASON: To accept a grant to aid the development of a planning and capacity building project for levee surveying at the City of Richmond's water treatment plant, reporting, and engineering review of the survey report by a third party consultant. 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 \$19,394 in reimbursement funds for the Local Project.

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

BACKGROUND: In the early 1990s, a flood project and levee system were constructed around the City of Richmond Water Filtration Plant. The flood project is situated on the north side of the James River and in the western part of the City approximately 1.8 miles downstream of the Westham river gauge. The flood project provides protection from the occurrence of an estimated discharge event of 467,000 cubic feet per second. The protected area of the levee system covers approximately 13.4 acres which includes 12 buildings and a combined property value of \$200 million. The flood project includes 150 feet of earthen levees, 2,200 feet of reinforced concrete floodwall, 5 closure structures, channel modifications to the historic Kanawha Canal, utility relocations, and modifications to the plant.

Since the 1990s when the flood project was completed, the flood project's facilities have been continuously maintained and operated. Maintenance and operation of the flood project's facilities has included routine benchmarking data taken for the levee system. Nevertheless, since the construction of the flood project, a comprehensive survey has never been performed for the entirety of the levee and there is no digital drawing information for the overall system.

As a part of the City's strategy to successfully operate the levee system, it is essential to establish a digital baseline to capture the system's current condition. Data collected through this process will allow the City to comprehensively understand the state of the levee and will help the City to organize for future needs and update emergency flooding response plans. This data will also allow for the development of education and engagement strategies for communities protected by the levees and will help the City meet FEMA regulatory needs to maintain the levee system's accreditation.

FISCAL IMPACT / COST: By accepting this grant, the Stormwater Utility will receive up to \$19,394 to mitigate the financial impact to their ratepayers.

FISCAL IMPLICATIONS: An up to \$19,394 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 \$19,394.

REVENUE TO CITY: Up to 75% of the Local Project cost or \$19,394, whichever is lesser.

DESIRED EFFECTIVE DATE: On adoption.

REQUESTED INTRODUCTION DATE: May 9, 2022.

CITY COUNCIL PUBLIC HEARING DATE: May 23, 2022.

O&R Request

Page 3 of 3

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 21-02-35, Virginia Community Flood Preparedness Fund Grant Award Letter CFPF 21-02-35, 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-21-02-35

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EXHIBITS

Exhibit A.	Grant Authorization
Exhibit B.	Project Description
Exhibit C.	Project Budget
Exhibit D.	Requisition Form
Exhibit E.	Financial Report Reimbursement Form
Exhibit F.	Quarterly Report Form and Instructions
Exhibit G.	Extension Request Form and Instructions

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 Exhibit A 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 \$19,394, 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. Application of Grant Funds. 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. Indemnification. N/A

Section 5.2. Disclaimer. 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. Integration and Modification. 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. Collateral Agreements. 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. Applicable Laws. 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. Severability. 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. Conflict of Interest. 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-21-02-35.

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. Procurement and Subcontracts. 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 E**, 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. Notices. 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. Appropriations. 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 RICHMOND

By: _____

Name: _____

Title: _____

CFPF-21-02-35

APPROVED AS TO FORM

Assistant City Attorney

Exhibit A

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

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

80%
20%

Application Types and Amounts Requested Round 2				
Count	Activity Type As Selected by the Applicant (May be Adjusted)	Total Project	Total CFF Requested	Total Match Committed
8	LI - Planning and Capacity Building - Low Income Geographic	1,266,546.00	1,193,393.00	73,153.00
2	LI - Projects that will result in hybrid solutions - Low Income Geographic	6,359,068.00	4,133,394.00	2,225,674.00
6	LI - Projects that will result in nature-based solutions - Low Income Geographic	7,982,761.00	6,385,809.00	1,596,952.00
1	LI - All other Projects - Low Income Geographic	4,545,455.00	2,900,000.00	2,045,455.00
4	LI - Flood Prevention and Protection Studies - Low Income Geographic	2,778,462.00	2,736,805.00	41,657.00
3	Flood Prevention and Protection Studies	712,718.00	356,359.00	356,359.00
8	Planning and Capacity Building	5,903,804.00	4,477,855.00	1,425,949.00
0	Projects that will result in nature-based solutions			
2	Projects that will result in hybrid solutions	7,642,300.00	4,585,280.00	3,056,920.00
3	All other Projects	6,813,000.00	3,406,500.00	3,406,500.00
37	Grand Total	44,003,614.00	29,775,495.00	14,278,121.00

Application Types and Amounts Requested Round 1 Resubmissions				
Count	Activity Type	Total Project	Total CFF Requested	Total Match Committed
1	LI - 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	585,833.00	410,083.00	175,750.00
5	Grand Total	1,067,833.00	843,883.00	223,950.00
42	Grand Total Round 2 and Round 1 Resubmissions	45,071,447.00	30,569,378.00	14,502,071.00

CFF Funding Recommended	Difference* Req vs Recom.
6,239,099.30	5,045,706.30
3,841,544.00	(291,850.00)
5,227,493.00	(1,063,316.00)
1,925,000.00	(575,000.00)
2,431,808.00	(304,997.00)
34,050.00	(322,309.00)
302,729.00	(4,125,116.00)
336,000.00	336,000.00
3,241,200.00	(1,344,180.00)
516,500.00	(2,890,000.00)
24,190,423.30	(5,335,071.70)

CFF Funding Recommended	Difference* Req vs Recom.
361,500.00	(72,300.00)
-	(410,083.00)
361,500.00	(482,383.00)
24,551,923.30	(6,017,454.70)

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

Exhibit A

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

Count	Low Income Demographics (LID) Certified Applications	Reviewer Score	Community	Project Description	Total Project	CFPE	Match
1	U - Planning and Capacity Building - Low Income Geographic	93	COLONIAL BEACH, TOWN OF	Resilience Plan Development and Training	115,000.00	103,500.00	11,500.00
2	U - Planning and Capacity Building - Low Income Geographic		CHRISTIANSBURG, TOWN OF	Resilience Plan	49,467.00	44,520.30	4,946.70
3	U - Planning and Capacity Building - Low Income Geographic	153	ROANOKE, CITY OF	Resilience Plan Development	150,000.00	135,000.00	15,000.00
4	U - Planning and Capacity Building - Low Income Geographic	190	PETERSBURG, CITY OF	Resilience Plan Development and Staff	385,016.00	385,016.00	-
5	U - Planning and Capacity Building - Low Income Geographic	210	Southside Planning District Comm	Capacity Building for Flood	150,000.00	135,000.00	15,000.00
6	U - Planning and Capacity Building - Low Income Geographic		Lenoirsco PDC	Capacity Building and Planning	150,000.00	150,000.00	-
7	U - Planning and Capacity Building - Low Income Geographic	268	Northern Neck PDC	Hazard Mitigation Plan Update	50,000.00	45,000.00	5,000.00
8	U - Planning and Capacity Building - Low Income Geographic	312	NEWPORT NEWS, CITY OF	City of Newport News Master Plan Development, Stormwater, Floodplain, Resilience and Climate Change Management	5,473,403.00	4,926,063.00	547,340.00
9	U - Planning and Capacity Building - Low Income Geographic	88	NORFOLK, CITY OF	Watershed Master Plan Study and Purchase of Flood Sensors	350,000.00	315,000.00	35,000.00
10	U - Flood Prevention and Protection Studies - Low Income Geographic	128	SCOTT'SVILLE, TOWN OF	Comprehensive Citywide Drainage Study and FP Ordinance Update	123,346.00	123,346.00	-
11	U - Flood Prevention and Protection Studies - Low Income Geographic	190	PETERSBURG, CITY OF	Update	2,238,542.00	2,238,542.00	-
12	U - Flood Prevention and Protection Studies - Low Income Geographic	53	TAPPAHANNOCK, TOWN OF	Hoskins Creek and Rappahannock River	87,400.00	69,920.00	17,480.00
13	U - Projects that will result in nature-based solutions - Low Income Geographic	78	HAMPTON, CITY OF	Big Bethel Blueway; Albany Drive at Big Bethel Road	3,760,625.00	3,006,500.00	752,125.00
14	U - Projects that will result in nature-based solutions - Low Income Geographic	80	HAMPTON, CITY OF	Sunset Creek Urban Channel	2,527,679.00	2,023,143.00	505,536.00
15	U - Projects that will result in nature-based solutions - Low Income Geographic	70	HAMPTON, CITY OF	Naturalization Project	449,000.00	291,850.00	157,150.00
16	U - Projects that will result in hybrid solutions - Low Income Geographic	88	HAMPTON, CITY OF	Bay Woods Canal Lake Hampton and North Armistead Avenue	5,910,068.00	3,841,544.00	2,068,524.00
17	U - All other Projects - Low Income Geographic	63	VIRGINIA BEACH, CITY OF	Stormwater Project - South Birdnet Road between Hughes Avenue and Sea Street	3,500,000.00	1,975,000.00	1,525,000.00
					25,469,546.00	19,759,944.30	5,709,601.70

Total Project	CFPE	Match
6,872,886.00	6,239,099.30	633,786.70
5,910,068.00	3,841,544.00	2,068,524.00
6,737,304.00	5,322,493.00	1,414,811.00
3,500,000.00	1,925,000.00	1,575,000.00
2,448,288.00	2,431,808.00	17,480.00
25,469,546.00	19,759,944.30	5,709,601.70

U - Planning and Capacity Building - Low Income Geographic
U - Projects that will result in hybrid solutions - Low Income Geographic
U - Projects that will result in nature-based solutions - Low Income Geographic
U - All other Projects - Low Income Geographic
U - Flood Prevention and Protection Studies - Low Income Geographic

Exhibit A

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

Non-Low-Income Geographic Applications Recommended for Funding						
Count	Non-Low-Income Geographic Applications Recommended for Funding	Reviewer Score	Community	Project Description	Total Project	CFPE
1	Flood Prevention and Protection Studies	43	WEST POINT, TOWN OF	West Point Study	45,600.00	22,800.00
				Data collection of regional applications, creation of tool and significance, dashboard for real-time flooding risk data		
2	Flood Prevention and Protection Studies	105	Northern Virginia Regional Comm	Planning and Capacity Building	22,500.00	11,250.00
3	Planning and Capacity Building	57	RICHMOND, CITY OF	Staff Training and Certification	30,871.00	23,153.00
4	Planning and Capacity Building	73	ASHLAND, TOWN OF	(CFM)	3,438.00	2,579.00
5	Planning and Capacity Building	83	ASHLAND, TOWN OF	Resilience Plan Development	80,068.00	60,051.00
6	Planning and Capacity Building	90	RICHMOND, CITY OF	Windstorm Farms	25,858.00	19,394.00
7	Planning and Capacity Building	123	Middle Peninsula PDC	MPPDC Capacity Building	47,000.00	35,250.00
8	Planning and Capacity Building	153	ISLE OF WIGHT COUNTY	Resilience Plan Development and Training	90,701.00	68,016.00
9	Planning and Capacity Building	218	CHARLOTTESVILLE, CITY OF	Resilience Planning and Staff Training	125,701.00	94,276.00
10	Projects that will result in hybrid solutions	70	ALEXANDRIA, CITY OF	City of Alexandria Waterfront Improvement Project Design	5,402,000.00	3,241,200.00
11	All Other Projects	67	ALEXANDRIA, CITY OF	Alexandria Flood Mitigation - Edison Street and Dale Street Capacity Project Phase I	1,033,000.00	516,500.00
12	Projects that will result in nature-based solutions	53	MIDDLESEX COUNTY	Dredging Project Only	480,000.00	336,000.00
Total Projects					7,386,737.00	4,430,479.00
CFPE						2,956,259.00
Match						
Flood Prevention and Protection Studies						
Planning and Capacity Building						
Projects that will result in nature-based solutions						
All Other Projects						
New: Needs SNHR concurrence; stormwater project left off the report in error						


Round 1 Resubmission - Non Low-Income Geographic						
Count	Non-Low-Income Geographic	Reviewer Score	Community	Project Description	Total Project	CFPE
1	Planning and Capacity Building	100	HENRICO COUNTY	Pilot Project Development; Dashboard; Education and Outreach	482,000.00	361,500.00
Total Projects					482,000.00	361,500.00
CFPE						120,500.00
Match						
Flood Prevention and Protection Studies						
Planning and Capacity Building						
Projects that will result in hybrid solutions						
All Totals					33,338,283.00	24,551,923.30
8,786,360.70						

Exhibit A


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

Approval of Funding Recommendations
Concurrence received from the Secretary of Natural Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection on 12/9/2021 and upon Final Signature


Budget Line Item (At Least 25% LG) (Round 2 + Bal Round 1)	Budget	Award Recommendation (30 Projects)	Remaining Budget	
Budget Line Item (At Least 25% LG) (Round 2 + Bal Round 1)	4,983,485.00	15,759,944.30	(14,776,459.30)	80%
Budget Non-LG 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	

Signature:  Wendy Howard Cooper, Division Director
Dam Safety and Floodplain Management
Department of Conservation and Recreation


Date: 12/9/2021

Signature:  Darryl M. Glover, Deputy Director
Divisions of Dam Safety & Floodplain Management and Soil and Water Conservation
Department of Conservation and Recreation

Date: 1/3/2022

Signature:  Clyde Gritman, Director
Department of Conservation and Recreation

Date: _____

Signature:  Ann Ishiguro, Secretary of Natural and Historic Resources

Date: 1/12/2021

Exhibit A

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

Recommended Denials Round 1 Resubmissions

Count	Applications Needing Further Discussion	Reviewer Score	Community	Project Description	Reason for Denial	Total Project	CFPE
1	Projects that will result in nature-based solutions	68	MPPDC - KING AND QUEEN COUNTY	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 SHHR 12/9/2021	125,251.00	87,676.00
2	Projects that will result in nature-based solutions	88	MPPDC - MIDDLESEX COUNTY	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 SHHR 12/9/2021	44,000.00	30,800.00
3	Projects that will result in nature-based solutions	80	MPPDC - GLOUCESTER COUNTY	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 SHHR 12/9/2021	211,406.00	147,984.00
4	Projects that will result in nature-based solutions	80	MPPDC - MATHEWS COUNTY	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 SHHR 12/9/2021	97,400.00	68,180.00
						478,057.00	334,640.00

Recommended Denials Round 2

Count	Applications Needing Further Discussion	Reviewer Score	Community	Project Description	Reason for Denial	Total Project	CFPE
1	LI - Projects that will result in nature-based solutions - Low Income Geographic	57	MPPDC - GLOUCESTER COUNTY	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 SHHR 12/9/2021	168,618.00	134,894.00
2	LI - Projects that will result in nature-based solutions - Low Income Geographic	78	MPPDC - MATHEWS COUNTY	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 SHHR 12/9/2021	194,365.00	155,492.00
3	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 concurred with SHHR 12/9/2021	216,370.00	194,688.00
4	LI - All other Projects - Low Income Geographic	70	RICHMOND - CITY OF	Woodhaven Drive Drainage Improvements	Design phase 60% complete. Doesn't appear that project will be completed within required 3 year timeline - 18-24 month completion time and a 2023 start date. Denial concurred with SHHR 12/9/2021	4,545,455.00	2,500,000.00
5	Flood Prevention and Protection Studies	65	FAIRFAX COUNTY	Fairfax County Dogue Creek and Pimmet Run Watersheds	Project estimate is for Feb of 2021, prior to the CFPE grant funding opportunities getting underway. Denial concurred with SHHR 12/9/2021	479,000.00	239,500.00
6	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 SHHR 12/9/2021	110,880.00	55,440.00
7	Projects that will result in hybrid solutions	118	HOPEWELL - CITY OF	Moultrie Avenue Roadway and Drainage Improvement Project	Resilience plan must be approved prior to application for a project. Denial concurred with SHHR 12/9/2021 - Will encourage to apply for capacity building and planning to develop a resilience plan	2,240,000.00	1,344,180.00
8	All other Projects	290	Hampton Roads Service District	Resilience Plan	Application is incomplete; application is for a project dashboard not a plan, project is well underway and ineligible, no resilience plan approval. Denial - Need SHHR concurrence; project left off the report in error	2,280,000.00	1,140,000.00
						9,871,955.00	5,473,808.00

Exhibit A

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

Approved/Denied/Resubmitted	Reviewer	Community Name	Activity Type	Project Description	CFPF Requested	CFPF Approved	DHF Req vs Approved
Round 1 Approval	100	HENRICO COUNTY	Planning and Capacity Building	Plot Project Development; Dashboard; Education and Outreach	433,800.00	361,500.00	172,500.00
Round 1 Denials	Various	Projects that will result in nature-based solutions	Low Income Geographic	Shoreline Mitigation - Private Properties	410,081.00	-	(410,081.00)
				Round 1 Resubmissions Approval and Denials	843,883.00	361,500.00	(482,383.00)
Approved/Denied	Reviewer	Community Name	Activity Type	Project Description	CFPF Requested	CFPF Approved	DHF Req vs Approved
Approved	93	CHRISTIANBURG, TOWN OF	LI - Planning and Capacity Building - Low Income Geographic	Resilience Plan	37,100.00	44,520.30	7,420.30
Approved	93	COLONIAL BEACH, TOWN OF	LI - Planning and Capacity Building - Low Income Geographic	Resilience Plan Development and Training	101,500.00	101,500.00	(9,000.00)
Approved	153	ROANOKE, CITY OF	LI - Planning and Capacity Building - Low Income Geographic	The City of Roanoke is applying for funding to select a consultant who is familiar with the City, community needs, and riverine/floodplain challenges.	112,500.00	115,000.00	27,500.00
Approved	190	PETERSBURG, CITY OF	LI - 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 flood resilience plans this region has in hand already to identify gaps that need to be addressed and to develop initial roadmaps to fill those gaps partnership between the University of Virginia and LEOWISCO 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, Dugannon, Gate City, and Pennington Gap, to conduct an initial scoping and benchmarking effort	150,000.00	150,000.00	-
Approved	210	LEWISBURG, CITY OF	LI - Planning and Capacity Building - Low Income Geographic	Comprehensively assess the available and foundational elements needed to develop an approvable resilience plan for each locality. A partnership between the University of Virginia and Southside Norton, and the Towns of Appalachia, Big Stone Gap, Dugannon, Gate 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 initial scoping and benchmarking effort	135,000.00	135,000.00	-
Approved	268	Southside Planning District Commission Northern Neck PDC	LI - Planning and Capacity Building - Low Income Geographic	Hazard Mitigation Plan Update	45,000.00	45,000.00	-
				Newport News seeks to develop three interdependent, complementary master plans that will constitute a framework for implementing coordinated, cost-effective projects and programs aimed at reducing the levels of flood damages its citizens have increasingly endured over recent decades.	4,105,052.00	4,976,063.00	871,011.00
Approved	312	NEWPORT NEWS, CITY OF	LI - Planning and Capacity Building - Low Income Geographic	Funding to support the design of one of the projects identified in the Newmarket 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 flooding and increasing the volume of stormwater that is treated to improve water quality following high intensity rain events. The project will also create public access to green and blue space and enhance native habitats.	291,850.00	291,850.00	-
Approved	70	HAMPTON, CITY OF	LI - Projects that will result in hybrid solutions - Low Income Geographic	Funding to support implementation of two of the pilot projects identified in the Newmarket Creek Water Plan: Lake Hampton and North Armistead Road Raising and Green Infrastructure.	3,841,544.00	3,841,544.00	-
Approved	88	HAMPTON, CITY OF	LI - Projects that will result in hybrid solutions - Low Income Geographic	Assist the Town of Tappahannock with the design and construction of a nature-based shoreline design solution and draft IPA permit application to reduce the impacts of storm events, flooding, and wetland loss for a publicly owned waterfront parcel providing access to Hoskins Creek and the Rappahannock River.	115,338.00	69,920.00	(45,418.00)
Approved	53	TAPPAHANNOCK, TOWN OF	LI - Projects that will result in nature-based solutions - Low Income Geographic	Funding to support implementation one of the pilot projects identified in the Newmarket Creek Water Plan: the Big Bethel Blarney. The Big Bethel Blarney will reduce flooding in its drainage shed while creating public access to green and blue space, enhancing native habitats, and improving water quality.	3,008,500.00	3,008,500.00	-
Approved	78	HAMPTON, CITY OF	LI - Projects that will result in nature-based solutions - Low Income Geographic	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 lining products, and provide additional storage within the watershed.	2,022,143.00	2,022,143.00	-
Approved	80	HAMPTON, CITY OF	LI - Projects that will result in nature-based solutions - Low Income Geographic	The project will provide additional capacity to the stormwater conveyance system along South Birdneck Road to mitigate existing flooding conditions in the Sealeck neighborhood.	1,750,000.00	1,975,000.00	175,000.00
Approved	63	VIRGINIA BEACH, CITY OF	LI - All other Projects - Low Income Geographic	To update the City's Watershed Master Plan (Combined Coastal and Precipitation Flooding Master Plan) to incorporate the Federal Emergency Management Agency's National Flood Insurance Program Community Rating System (CIRS) requirements from Activity 452.b. Purchase flood sensors.	315,000.00	315,000.00	-
Approved	88	NORFOLK, CITY OF	LI - Flood Prevention and Protection Studies - Low Income Geographic	The study proposed in this project is a survey and floodplain map amendment for two vulnerable areas of the Town of Scottsville, plus the related follow-up work on FEMA LOHAP processes.	223,346.00	223,346.00	-
Approved	128	SCOTTSVILLE, TOWN OF	LI - Flood Prevention and Protection Studies - Low Income Geographic				

Exhibit A

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

Approved/Denied	Reviewer	Community Name	Activity Type	Project Description	CFPF Requested	CFPF Approved	DWR Req vs Approved
Approved	190	PETERSBURG, CITY OF	LI - Flood Prevention and Protection Studies - Low Income Geographic	Comprehensive Citywide Drainage Study and Flood Ordinance Update Atlandia Flood Mitigation – Edison Street and Dale Street Capacity Project Phase I, is focused on implementing an early phase of the identified capacity project that can be further reduced to free project components across the area of Edison Street, Dale Street, and West Reed Avenue and Mount Vernon Avenue. Specifically, Phase I will help mitigate flooding by conveying surface runoff from larger storms.	2,238,542.00	2,238,542.00	-
Approved	67	ALEXANDRIA, CITY OF	All other Projects	This proposal requests funding to assist the Town of West Point with a combination hydrologic and hydraulic (H&H) Study and Structural Design and Level of Service Study to address ongoing flooding for a publicly owned bridge that was originally built and maintained under a lease agreement where the lessor incurred 100% responsibility for the bridge.	516,500.00	516,500.00	-
Approved	43	WEST POINT, TOWN OF	Flood Prevention and Protection Studies		59,917.00	22,000.00	(37,117.00)
Approved	105	Northern Virginia 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 display information on flood risk that gathers data points about real time flooding. Finding to outsource the review of H&A 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&A and no rise certification reviews.	61,419.00	11,250.00	(50,169.00)
Approved	57	RICHMOND, CITY OF	Planning and Capacity Building	Staff Training and Certification (CTM)	23,153.00	23,153.00	-
Approved	73	ASHLAND, TOWN OF	Planning and Capacity Building	To develop a Resilience Plan to assess the Town's current resources, assess flooding concerns, and evaluate options for addressing increasing local flooding issues due to climate change.	2,579.00	2,579.00	-
Approved	83	ASHLAND, TOWN 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.	60,051.00	60,051.00	-
Approved	90	RICHMOND, CITY OF	Planning and Capacity Building	Capacity building and planning project that will achieve the needed capacity issues for the APPDC's growing FTE program.	19,394.00	19,394.00	-
Approved	123	Middle Peninsula POC	Planning and Capacity Building	Resilience Plan Development and Training	58,058.00	35,250.00	(22,808.00)
Approved	153	ISLE OF WIGHT COUNTY	Planning and Capacity Building	Resilience Planning and Staff Training	68,016.00	68,016.00	-
Approved	218	CHARLOTTESVILLE, CITY OF	Planning and Capacity Building	The WFI Project, one of largest projects funded by the City's capital improvements program, serves to mitigate riverine and stormwater flooding impacts, from a contributing drainage area of 54 acres, thereby protecting residents, visitors, businesses, historic buildings and cultural resources, and infrastructure. (Design phase)	113,131.00	94,276.00	(18,855.00)
Approved	70	ALEXANDRIA, CITY OF	Projects that will result in hybrid solutions		3,241,200.00	3,241,200.00	-
Approved	53	MIDDLESEX COUNTY	Projects that will result in nature-based solutions	Climate Change Adaptation Plan and Dynamic Dashboard	605,951.00	336,000.00	(269,951.00)
Denied	290	Hampton Roads Service District	All other Projects	Fairfax County will complete modeling and mapping of the estimated 812 stream miles with County regulated floodplains in 30 designated watersheds. This study includes both updates to prior mapped floodplains and new floodplain models and mapping.	1,140,000.00	-	(1,140,000.00)
Denied	85	FAIRFAX COUNTY	Flood Prevention and Protection Studies	Brooke Road Corridor (SR608) and surrounding Accotink Creek Watershed Flood Study	239,500.00	-	(239,500.00)
Denied	135	STAFFORD COUNTY	Flood Prevention and Protection Studies	Planning and Capacity Building	55,440.00	-	(55,440.00)
Denied	203	CAROLINE COUNTY	LI - Planning and Capacity Building - Low Income Geographic	Multiple Shoreline Projects	194,688.00	-	(194,688.00)
Denied	57	GLoucester County	LI - Projects that will result in nature-based solutions - Low Income Geographic	Multiple Shoreline Projects	358,425.00	-	(358,425.00)
Denied	78	MATHEWS COUNTY	LI - Projects that will result in nature-based solutions - Low Income Geographic	Woodhaven Drive Drainage Improvements Project. The Woodhaven Drive Drainage Improvements Project is an active DPU/SW capital project located in a Southside Richmond neighborhood, aimed at reducing localized repetitive flooding and improving connectivity and conveyance of stormwater throughout the Woodhaven Drive neighborhood.	275,451.00	-	(275,451.00)
Denied	70	RICHMOND, CITY OF	LI - All other Projects - Low Income Geographic	Funds to undertake the construction of roadway and drainage improvements to Moutrie Avenue and its surrounding blocks to address recurring inland flooding. These improvements will include installation of pavement, curb and gutter, drainage structures, grass swales, channel improvements, and stream bank stabilization.	2,500,000.00	-	(2,500,000.00)
Denied	118	HOPKINSON, CITY OF	Projects that will result in hybrid solutions	Round 2 Approvals and Denials	1,344,180.00	24,190,423.30	(1,344,180.00)
				Round 1 and Round 2 Approvals and Denials	29,775,495.00	24,551,923.30	(5,223,571.70)
					30,569,372.00	24,551,923.30	(6,017,448.70)

Exhibit B

PROJECT DESCRIPTION

The Local Project shall consist of the development of a **Planning and Capacity Building** project for levee surveying at the **City of Richmond's water treatment plant, reporting, and engineering review of the survey report by a third party consultant**, 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	\$25,858	\$19,394	\$6,464 (to be paid in full by Grantee)
	Personnel	\$0	\$0
	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0
	Supplies	\$0	\$0
	Other	\$0	\$0
	Contractual	\$19,394	\$6,464

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-21-02-35**

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-21-02-35**

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 connection with Requisition dated _____, 20__, submitted by the **CITY OF RICHMOND**, a local government (the "Grantee"), pursuant to the Grant Agreement dated as of **March 1, 2022** (the "Grant Agreement") between the Virginia Resources Authority, as Administrator of the Community Flood Preparedness Fund ("VRA"), and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition. The undersigned Certified Floodplain Manager for the Grantee hereby certifies to VRA that insofar as the work performed and amounts covered by this Requisition is for work that is in compliance with NFIP standards and meets the requirements of the local floodplain ordinance of the community where work under this Agreement is being performed.

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: _____

CID #	_____	Phone #:	_____
Grantee:	_____	Email:	_____
Contact Person:	_____		
Mailing Address	_____		

Project Project Type:	_____		
Project Description	_____		

Reporting Period	January - March	2021	_____
(Select Qtr and Yr)	April - June	2022	_____
	July - September	2023	_____
	October - December	2024	_____

CFPF Funds

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Total Reimbursement Request: \$ _____ -

MATCH Funds (N/A)

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	*Unexpended 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 _____ 12/31 _____ 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: _____

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: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? ☐ Yes ☐ No *Has the Contact Name changed?* ☐ Yes ☐ No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Grant Number: _____

HE DEPARTMENT Use Only

Virginia Department of Conservation and Recreation

Date Approved _____

Date Denied

Printed Name

Title

[illegible]**VRA Use Only**

Virginia Resources Authority

Date
Received

Date Grant
Modified

Printed Name and Title

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



Clyde E. Cristman
Director

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-21-02-35
Application Category: Planning and Capacity Building
Community Name: RICHMOND, CITY OF, CID: 510129
Primary Contact: Allen Shue PE, Civil Sanitary Engineer, Greeley and Hansen
Primary Contact Email Address: ashue@greeley-hansen.com
CFPF Award Amount: \$19,394.00
Match Amount Required: \$6,464.00
Total Approved Project Cost: \$25,858.00

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 your application for a Resilience Plan Development - Windsor Farms 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:

- Project qualifies as a study, not capacity building. Match has been adjusted to 50/50. Within 30 days of award grantee must provide match recertification sufficient for award.

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:

600 East Main Street, 24th Floor | Richmond, Virginia 23219 | 804-786-6124

*State Parks • Soil and Water Conservation • Outdoor Recreation Planning
Natural Heritage • Dam Safety and Floodplain Management • Land Conservation*

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@dcv.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, using 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@dcv.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 CFPPF. Should you have any questions, please feel free to contact me at (804) 786-5099 or Wendy.Howard-Cooper@dcv.virginia.gov.

Sincerely,

A handwritten signature in blue ink that reads "Wendy Howard Cooper". The signature is fluid and cursive, with the first name "Wendy" being the most prominent.

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 initiate credit entries to the Checking ☒ Savings ☐ account indicated below and the financial institution named below to credit the same to such account.

Bank 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

This authority is to remain in full force and effect until VRA has received written notification of its termination in such time and in such manner as to afford VRA a reasonable opportunity to act on it.

By: John W. Vaughan, Jr. *John W. Vaughan Jr.*

Title: Deputy Director, Senior

Date: 04/08/2022

The representative listed below is the appropriate contact to which Virginia Resources Authority should direct disbursement letters and any other correspondence:

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