

INTRODUCED: April 12, 2023

AN ORDINANCE No. 2023-124

To declare a public necessity for and to authorize the acquisition of the parcels of real property owned by Mayo's Island, L.C. located at 501 South 14th Street, 501 1R South 14th Street, 503 South 14th Street, 505 South 14th Street, and 508 South 14th Street, and a parcel of real property owned by Alan T. Shaia and Wayne T. Shaia located at 501 2R South 14th Street, for the purpose of maintaining the properties as a City green space and recreational area.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 24 2023 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

WHEREAS, in the opinion of the Council of the City of Richmond, a public necessity exists for the acquisition of the properties located at 501 South 14th Street, 501 1R South 14th Street, 503 South 14th Street, 505 South 14th Street, and 508 South 14th Street, identified as Tax Parcel Nos. E000-0095/001, E000-0095/010, E000-0095/005, E000-0095/003, and E000-0096/015, respectively, in the 2023 records of the City Assessor, for the purpose of maintaining the property as a City green space and recreational area; and

WHEREAS, Mayo's Island, L.C., the owner of the aforementioned property, has agreed to sell the property to the City;

AYES: 7 NOES: 0 ABSTAIN: _____

ADOPTED: APRIL 24 2023 REJECTED: _____ STRICKEN: _____

WHEREAS, in the opinion of the Council of the City of Richmond, a public necessity exists for the acquisition of the property located at 501 2R South 14th Street Parcel, identified as Tax Parcel No. E000-0095/015 in the 2023 records of the City Assessor, for the purpose of maintaining the property as a City green space and recreational area; and

WHEREAS, Alan T. Shaia and Wayne T. Shaia, the owners of the aforementioned property, have agreed to sell the property to the City;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That a public necessity exists for the acquisition of the properties located at 501 South 14th Street, 501 1R South 14th Street, 503 South 14th Street, 505 South 14th Street, and 508 South 14th Street, identified as Tax Parcel Nos. E000-0095/001, E000-0095/010, E000-0095/005, E000-0095/003, and E000-0096/015, respectively, in the 2023 records of the City Assessor, for the purpose of maintaining the property as a City green space and recreational area; and

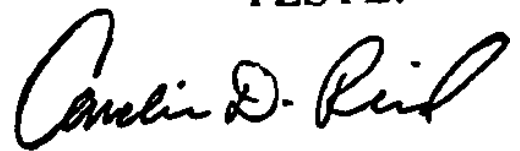
§ 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to acquire such parcels of real property identified in section 1 from Mayo's Island, L.C. and to execute the deeds and such other documents as may be necessary to complete the acquisition and acceptance of such parcels of real property, provided that all such deeds and other documents first must be approved as to form by the City Attorney or the designee thereof.

§ 3. That a public necessity exists for the acquisition of the property located at 501 2R South 14th Street Parcel, identified as Tax Parcel No. E000-0095/015 in the 2023 records of the City Assessor, for the purpose of maintaining the property as a City green space and recreational area; and

§ 4. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to acquire such parcel of real property identified in section 3 from Alan T. Shaia and Wayne T. Shaia and to execute the deeds and such other documents as may be necessary to complete the acquisition and acceptance of such parcel of real property, provided that all such deeds and other documents first must be approved as to form by the City Attorney or the designee thereof.

§ 5. 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. Reil". The signature is fluid and cursive, with a large initial 'C' and a long, sweeping tail.

City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

RECEIVED

By City Attorney's Office at 8:15 am, Apr 07, 2023

RECEIVED

By CAO Office at 3:17 pm, Apr 06, 2023

2023-123

O&R REQUEST

DATE: April 5, 2023

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

THROUGH: Sheila D. White, Director of Finance

THROUGH: Jason P. May, Director of Budget & Strategic Planning

THROUGH: Robert Steidel, DCAO Operations RS

THROUGH: April Bingham, Director Public Utilities AB

FROM: Christopher Frelke, Director of Parks, Recreation and Community Facilities CCF

RE: Acceptance of grant funds from the Virginia Department of Conservation, Recreation, amend the FY23 CIP Budget and to authorize the acquisition of Mayo Island.

ORD. OR RES. No. _____

Title PURPOSE: To authorize the Chief Administrative Officer to accept grant funds in the amount of \$7,500,000, as reimbursement for the acquisition of Mayo Island, from the Virginia Department of Conservation and Recreation (VDCR), through the Virginia Resources Authority; to amend Ord. No. 2022-057, adopted May 9, 2023, which adopted the Fiscal Year 2022-2023 CIP Budget by creating a new capital project titled "Stormwater Mayo Island Purchase"; for the purpose of acquiring Mayo Island from Mayo's Island L.C., and the granting of \$14,900,000 from Stormwater Utility funds, to Mayo's Island L.C. The Commonwealth's grant is contingent upon the City first purchasing Mayo Island and then receiving the \$7,500,000 as reimbursement, to be appropriated in the new capital project titled "Stormwater Mayo Island Purchase."

The table on the next page lists current funding sources:

Acquisition of Mayo Island Fund Sources

Commonwealth of Virginia grant	\$7.5 million
Stormwater Funds	\$7.4 million
Total Purchase Price	\$14.9 million

REASON: An ordinance is necessary to authorize the acceptance and appropriation of the VDCR grant, create a new capital project titled “Stormwater Mayo Island Purchase” and to authorize the acquisition, through conveyance of deed Mayo Island from the Mayo’s Island L.C.

RECOMMENDATION: The City Administration recommends adoption.

BACKGROUND: The goal of this project is to acquire Mayo Island from private landowners and turn it into public open-space and implement Natural and Nature Based Features (NNBF) such as converting riparian buffer turf and impervious areas to forest and protecting natural wetlands with surrounding upland buffer. A benefit to nature-based projects is that there can be low ongoing maintenance costs. Once Mayo Island is acquired restoration work can commence to remove concrete and asphalt surfaces and restore vegetation. Land use change that are anticipated after acquisition include impervious urban surface reduction, forest buffers, urban forest planting, urban tree canopy expansion, conservation landscaping practices, erosion and sediment control, shoreline management (urban), urban nutrient management, wet ponds and wetlands. Removing approximately 8 acres of surface parking and restoring it to a more natural area will have many co-benefits. Mayo Island can be programmed by the Department of Parks and Recreation and a conservation easement will be established. Acquiring Mayo Island for public use has long been part of planning for clean water, green spaces and public access to the James River.

FISCAL IMPACT / COST:

- If adopted: The City will be able to leverage \$7,500,000 in Virginia Department of Conservation and Recreation grant funding with \$7,400,000 in Stormwater Utility Bond funding to complete the purchase of Mayo Island in the city of Richmond.
- If not adopted: Will not have the authority to accept grant funds and appropriate those funds toward the purchase of Mayo Island.

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: Yes

REVENUE TO CITY: Approximately \$100,000 annually based on an existing lease agreement, which will transfer with the property.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: April 10, 2023

CITY COUNCIL PUBLIC HEARING DATE: April 24, 2023

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A

AFFECTED AGENCIES: Parks, Recreation and Community Facilities, Department of Public Utilities, Department of Public Works, Department of Planning and Development Review

RELATIONSHIP TO EXISTING ORD. OR RES.: 2022-057

REQUIRED CHANGES TO WORK PROGRAM(S): N/A

ATTACHMENTS: Letter of Award

STAFF:

Nissa Richardson, Parks, Recreation and Community Facilities,
Howard Glenn, Department of Public Utilities
Jason May, Department of Budget



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

January 31, 2023

Lincoln Saunders, Chief Administrative Officer
900 East Broad Street
Richmond, VA 23219
lincoln.saunders@rva.gov

Re: **Community Flood Preparedness Fund (CFPF)**

CY2022 Round 3 Grant Application: Grant Number: CFPF-22-03-53-S

Application Category: LI - Projects that will result in nature-based solutions - Low Income

Geographic

Community Name: RICHMOND, CITY OF, CID: 510129

Primary Contact: April Bingham, Director of Public Utilities

Primary Contact Email Address: april.bingham@rva.gov

CFPF Award Amount: \$7,500,000.00

Match Amount Required: \$1,875,000.00

Total Approved Project Cost: \$9,375,000.00

Dear Lincoln Saunders:

Congratulations! DCR, in consultation with the Secretary of Natural and Historic Resources, has reviewed your application for a Mayo Island acquisition 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:

- Funding is made contingent on the adoption of a Memorandum of Agreement, easement, or other legally binding document granting the Department approval authority over land use and development activities on the property in perpetuity.
- Within six months of the ratification of this grant agreement, grantee must submit to the Department a plan for the removal of impervious surfaces and the conversion of the property to natural area with public access.

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, 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@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 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 letters of each name being capitalized and prominent.

Wendy Howard Cooper
Director, Dam Safety and Floodplain Management

cc: Darryl M. Glover, Deputy Director, DCR
Tony Leone, Program Manager, VRA
Angela Davis, Flood Program Planner, DCR

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-22-03-53-S

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EXHIBITS

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Exhibit B.	Project Description
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Exhibit D.	Requisition Form
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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 **February**, 2023 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 2022 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 **80%** of the demonstrated total cost of the Local Project or **\$7,500,000**, 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(n) **LI - Projects that will result in nature-based solutions - Low Income Geographic** 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, including, where applicable, the appropriation of match funds;

(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. 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. Reserved.

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-22-03-53-S**.*

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 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@dcrr.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**
900 East Broad Street
Richmond, VA 23219
Attention: Lincoln Saunders

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

ARTICLE VI

COUNTERPARTS

This Agreement may be manually or by way of a digital signature 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: _____
Shawn B. Crumlish
Executive Director

CITY OF RICHMOND

By: _____

Name: _____

Title: _____

CFPF-22-03-53-S

Exhibit A

GRANT AUTHORIZATION

A copy of the Department's written grant approval is attached.

Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 3 Supplemental Application Recommendations
December 30, 2022

	Budget	Award Recommendation (23 Grants)	Remaining Budget	
Budget LIG Activities (At Least 25% LIG) - Round 3 Supplemental	7,500,000.00	32,610,695.00	(25,110,695.00)	63%
Budget Non-LIG Activities - Round 3 Supplemental	22,500,000.00	19,146,693.12	3,353,306.88	37%
Total Funds Available - Round 3 Supplemental	30,000,000.00	51,757,388.12	(21,757,388.12)	

Application Types and Amounts Requested Round 3 Supplemental				
Count	Activity Type As Selected by the Applicant (May be Adjusted)	Total Project	Total CFPF Requested	Total Match Committed
2	LI - Planning and Capacity Building - Low Income Geographic	1,587,938.40	1,429,145.00	158,794.00
5	LI - Projects that will result in hybrid solutions - Low Income Geographic	50,270,293.69	33,795,691.00	16,474,603.00
4	LI - Projects that will result in nature-based solutions - Low Income Geographic	12,294,391.00	9,940,862.00	2,353,529.00
3	Planning and Capacity Building	250,111.33	186,722.00	63,390.33
3	Flood Prevention and Protection Studies	1,619,874.03	846,250.00	817,374.03
4	Projects that will result in hybrid solutions	14,776,385.00	8,865,830.00	5,910,555.00
7	Projects that will result in nature-based solutions	14,228,907.00	9,960,235.00	4,268,672.00
28	All other Projects	6,171,110.00	3,085,555.00	3,085,555.00
	Grand Total	101,199,010.45	68,110,290.00	33,132,472.36

CFPF Funding Recommended	Difference* Req vs Recom.
481,895.00	(947,250.00)
25,718,324.62	(8,077,366.38)
7,602,200.00	(2,338,662.00)
111,721.00	(75,001.00)
799,912.50	(46,337.50)
7,551,745.35	(1,314,084.65)
9,537,743.50	(422,491.50)
-	(3,085,555.00)
51,803,541.97	(16,306,748.03)

*Note: Difference includes changes in match based on correction

Low Income Geographic Applications Recommended for Funding Round 3 Supplemental							
Count	Low Income Demographic (LIG) Certified Applications	Reviewer Score	Community	Project Description	Total Project	CFPF	Match
1	LI - Planning and Capacity Building - Low Income Geographic	257	DANVILLE, CITY OF	Resilience planning and staffing	368,600.00	331,740.00	36,860.00
2	LI - Planning and Capacity Building - Low Income Geographic	148	NORTHAMPTON COUNTY	Staffing and planning assessments	166,839.00	150,155.00	16,684.00
3	LI - Projects that will result in hybrid solutions - Low Income Geographic	83	NORFOLK, CITY OF	Ghent-Downtown-Harbor Park Flood Protection Barrier System.	49,257,600.00	24,628,800.00	24,628,800.00
4	LI - Projects that will result in nature-based solutions - Low Income Geographic	72	RICHMOND, CITY OF	Mayo Island acquisition	9,375,000.00	7,500,000.00	1,875,000.00
					59,168,039.00	32,610,695.00	26,557,344.00

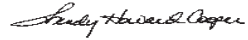
	Total Project	CFPF	Match
LI - Planning and Capacity Building - Low Income Geographic	535,439.00	481,895.00	53,544.00
LI - Projects that will result in hybrid solutions - Low Income Geographic	49,257,600.00	24,628,800.00	24,628,800.00
LI - Projects that will result in nature-based solutions - Low Income Geographic	9,375,000.00	7,500,000.00	1,875,000.00
LI - All other Projects - Low Income Geographic	-	-	-
LI -Flood Prevention and Protection Studies - Low Income Geographic	-	-	-
	59,168,039.00	32,610,695.00	26,557,344.00

Non-Low-Income Geographic Applications Recommended for Funding - Round 3 Supplemental							
Count	Non-LIG Applications	Reviewer Score	Community	Project Description	Total Project	CFPF	Match
1	Planning and Capacity Building	235	Rappahannock-Rapidan Regional Comm	Planning and Capacity Building	50,000.00	37,500.00	12,500.00
2	Planning and Capacity Building	93	SALEM, CITY OF	Planning and Capacity Building	78,962.00	59,221.00	19,741.00
3	Planning and Capacity Building	65	Hampton Roads Planning District Co	Resilience planning and assessments	20,006.00	15,000.00	5,006.00
4	Flood Prevention and Protection Studies	70	Hampton Roads Planning District Co	Studies of regional significance to support the development and implementation of local and regional resilience plans, policies, and projects.	230,020.00	115,010.00	115,010.00
5	Flood Prevention and Protection Studies	35	FAIRFAX COUNTY	27 Fairfax County Watersheds	1,200,000.00	600,000.00	600,000.00
6	Flood Prevention and Protection Studies	103	OCCOQUAN, TOWN OF	Study that evaluates the town's st	169,805.00	84,902.50	84,902.50
7	Projects that will result in hybrid solutions	113	FAIRFAX COUNTY	Chowan Avenue Stormwater Improvement project	2,000,000.00	1,200,000.00	800,000.00
8	Projects that will result in hybrid solutions	78	MATHEWS COUNTY	Davis Creek - Davis Creek – Channel Dredging and Novel Dredging Spoils Reuse	1,461,615.38	876,969.23	584,646.15
9	Projects that will result in hybrid solutions	78	MIDDLESEX COUNTY	Whiting Creek Comprehensive Resilience Enhancements	107,692.31	70,000.00	37,692.31
10	Projects that will result in hybrid solutions	63	MATHEWS COUNTY	East River Boat Yard	618,812.42	371,287.45	247,524.97
11	Projects that will result in hybrid solutions	63	MATHEWS COUNTY	Whites Creek Public Landing Resilience Enhancements	160,669.23	96,401.54	64,267.69
12	Projects that will result in hybrid solutions	60	FAIRFAX COUNTY	Fairfax County Pummit Run Watershed - Tucker Avenue Neighborhood	8,156,700.00	4,894,000.00	3,262,700.00
13	Projects that will result in hybrid solutions	45	CHESAPEAKE, CITY OF	Structural floodwalls, storm water system upgrades.	1,975,398.00	1,086,457.90	888,920.10
14	Projects that will result in nature-based solutions	60	GLOUCESTER COUNTY	Captain Sinclair's Recreation Area - Comprehensive Flood Mitigation for	146,000.00	102,200.00	43,800.00
15	Projects that will result in nature-based solutions		Mobjack Project	Mobjack - Private property shoreline protection projects	519,843.00	363,890.00	155,953.00
16	Projects that will result in nature-based solutions		York Projects	York - Private property shoreline protection projects	192,880.00	135,016.00	57,864.00
17	Projects that will result in nature-based solutions		Piankatank/Moore Creek Projects	Piankatank/Moore Creek - Private property shoreline protection projects	76,625.00	53,637.50	22,987.50
18	Projects that will result in nature-based solutions	120	FAIRFAX COUNTY	Tripps Run at Barrett Road	12,836,000.00	8,985,200.00	3,850,800.00
					30,001,028.34	19,146,693.12	10,854,315.22

	Total Project	CFPF	Match
Flood Prevention and Protection Studies	1,599,825.00	799,912.50	799,912.50
Planning and Capacity Building	148,968.00	111,721.00	37,247.00
Projects that will result in nature-based solutions	13,771,348.00	9,639,943.50	4,131,404.50
Projects that will result in hybrid solutions	14,480,887.34	8,595,116.12	5,885,751.22
All Other Projects	-	-	-
	30,001,028.34	19,146,693.12	10,854,315.22
All Totals Round 3 Supplemental	89,169,067.34	51,757,388.12	37,411,659.22

Approval of Funding Recommendations
Concurrence must be received from the Secretary of Natural Resources

Round 3 Supplemental	Budget	Award Recommendation (23 Grants)	Remaining Budget	Round 3 Supplemental %
Budget LIG Activities (At Least 25% LIG)	7,500,000.00	32,610,695.00	(25,110,695.00)	63% Recommends assessing based on awards made each SFY
Budget Non-LIG Activities	22,500,000.00	19,146,693.12	3,353,306.88	37%
Total Funds Available	30,000,000.00	51,757,388.12	(21,757,388.12)	



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

12/28/2022

Date



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

1/27/2023

Date



Signature: Matthew Wells, Director
Department of Conservation and Recreation

12/30/2022

Date



Signature: Travis Voyles, Acting Secretary of Natural and Historic Resources

12/29/2022

Date

Exhibit B

PROJECT DESCRIPTION

The Local Project shall consist of the development of a(n) **LI - Projects that will result in nature-based solutions - Low Income Geographic** project to **fund the acquisition of the 14.5-acre privately owned Mayo Island located in the James River**, 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
LI - Projects that will result in nature-based solutions - Low Income Geographic	\$9,375,000	\$7,500,000	\$1,875,000 (to be paid in full by Grantee)
	Personnel	\$0	\$0
	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0
	Supplies	\$0	\$0
	Other	\$7,500,000	\$1,875,000
	Contractual	\$0	\$0

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 CFPF-22-03-53-S
Grant Number: **CFPF-22-03-53-S**

Dear Division Director:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of **February 1, 2023** (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 **LI - Projects that will result in nature-based solutions - Low Income Geographic**, 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-22-03-53-S**

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 **CITY OF RICHMOND**, a **LOCAL GOVERNMENT** (the “Grantee”), pursuant to the Grant Agreement dated as of **February 1, 2023** (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	_____	2023
(Select Qtr and Yr)	April - June	_____	2024
	July - September	_____	2025
	October - December	_____	2026

DCR 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: _____

Title of Project: _____

NFIP/DCRCID:

Total Cost of Project: _____

Total Amount Awarded: _____

Current Grant End Date: _____

Requested New End Date: _____

Please provide a detailed explanation for the extension request including the reason work will not be completed during the initial grant period and a timeline for completion if approved. Please attach additional documentation as needed.

Justification for Extension	

Grant Recipient Signature

Date Requested

Grant Recipient Printed Name

Title

HE DEPARTMENT Use Only

Virginia Department of Conservation and Recreation	Date Approved	Date Denied
Printed Name	Title	

Reason for Denial

VRA Use Only

Virginia Resources Authority	Date Received	Date Grant Modified
Printed Name and Title		