INTRODUCED: September 23, 2024

AN ORDINANCE No. 2024-254

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of $130,100.00 from the Virginia Department of Transportation, and to amend the Fiscal Year 2024-2025 General Fund Budget by creating a new line item in the Non-Departmental agency called "Greater Richmond Fit4Kids – Safe Routes to School" line item and to appropriate the increase to the Fiscal Year 2024-2025 General Fund Budget by increasing estimated revenues and the amount appropriated to such new line item by $130,100.00, all for the purpose of funding a safe routes to school program.

Patrons – Mayor Stoney, Ms. Lambert and Ms. Robertson

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: OCT 15 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is authorized to accept funds in the amount of $130,100.00 from the Virginia Department of Transportation for the purpose of funding a safe routes to school program.

§ 2. That Article I, Section I of Ordinance No. 2024-099, adopted May 13, 2024, which adopted a General Fund Budget for the fiscal year commencing July 1, 2024, and ending June 30,

AYES:	7	NOES:	0	ABSTAIN:	
ADOPTED:	OCT 15 2024	REJECTED:		STRICKEN:	

2025, and made appropriations pursuant thereto, be and is hereby amended by creating a new line item in the Non-Departmental agency called the "Greater Richmond Fit4Kids – Safe Routes to School" line item for the purpose of funding a safe routes to school program.

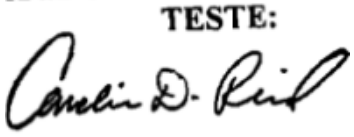
§3. That the funds received from the Virginia Department of Transportation are hereby appropriated to the General Fund Budget for the fiscal year commencing July 1, 2024, and ending June 30, 2025, by increasing estimated revenues by $130,100.00, increasing the amount appropriated for expenditures by $130,100.00, and allotting to the "Greater Richmond Fit4Kids-Safe Routes to School" line item in the Non-Departmental agency the sum of $130,100.00, for the purpose of funding a safe routes to school program.

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

APPROVED AS TO FORM:

_____
CITY ATTORNEY'S OFFICE

A TRUE COPY:
TESTE:



City Clerk

RECEIVED
By City Attorney at 1:38 pm, Sep 16, 2024

City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-0834

File ID:	Admin-2024-0834	**Type:**	Request for Ordinance or Resolution	**Status:**	Regular Agenda
Version:	1	**Reference:**		**In Control:**	City Clerk Waiting Room
Department:		**Cost:**		**File Created:**	08/01/2024
Subject:				**Final Action:**	

Title: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the total amount of $130,100.00 from the Virginia Department of Transportation (VDOT) and to amend Ord. No. 2024-099, adopted May 13, 2024, which adopted the Fiscal Year 2024-2025 General Fund Budget by increasing estimated revenues and appropriating funds in the amount of $130,100.00 to the "Greater Richmond Fit4Kids - Safe Routes to School" line item in the Non-Departmental agency, all for the purpose of funding a safe routes to school program.

Internal Notes:			
Code Sections:		**Agenda Date:**	09/23/2024
Indexes:		**Agenda Number:**	
Patron(s):		**Enactment Date:**	
Attachments:	Admin-2024-0834 Budget Ordinance Safe Routes to School - AATF.pdf, FY25 Agreement Package Richmond-UPC125655 AATF.pdf	**Enactment Number:**	
Contact:		**Introduction Date:**	
Drafter:	eva.colen@rva.gov	**Effective Date:**	
Related Files:			

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/4/2024	Traci DeShazor	Approve	9/2/2024
1	2	9/4/2024	Meghan Brown	Approve	9/5/2024
1	3	9/5/2024	Sheila White	Approve	9/5/2024
1	4	9/6/2024	Sabrina Joy-Hogg	Approve	9/6/2024
1	5	9/6/2024	Caitlin Sedano - FYI	Notified - FYI	
1	6	9/10/2024	Jeff Gray	Approve	9/9/2024
1	7	9/11/2024	Lincoln Saunders	Approve	9/19/2024
1	8	9/16/2024	Mayor Stoney	Approve	9/27/2024

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Admin-2024-0834

Title

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the total amount of $130,100.00 from the Virginia Department of Transportation (VDOT) and to amend Ord. No. 2024-099, adopted May 13, 2024, which adopted the Fiscal Year 2024-2025 General Fund Budget by increasing estimated revenues and appropriating funds in the amount of $130,100.00 to the "Greater Richmond Fit4Kids - Safe Routes to School" line item in the Non-Departmental agency, all for the purpose of funding a safe routes to school program.

Body

O & R Request

DATE: July 31, 2024 **EDITION:** 2

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 for Finance and Administration

THROUGH: Sheila White, Director of Finance

THROUGH: Meghan Brown, Director of Budget and Strategic Planning

THROUGH: Traci Deshazor, DCAO for Human Services

FROM: Eva Colen, Senior Policy Advisor and Manager of the Office of Children and Families

RE: Virginia Department of Transportation's (VDOT) Transportation Alternatives Program Grant Funds for Safe Routes to School Program

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the total amount of $130,100.00 from the Virginia Department of Transportation (VDOT) and to amend Ord. No. 2024-099, adopted May 13, 2024, which adopted the Fiscal Year 2024-2025 General Fund Budget by increasing estimated revenues and appropriating funds in the amount of $130,100.00 to the "Greater Richmond Fit4Kids - Safe Routes to School" line item in the Non-Departmental agency, all for the purpose of funding a safe routes to school program.

BACKGROUND: Greater Richmond Fit4Kids, a charitable organization in Richmond that is dedicated to improving children's health and wellness through healthy eating and physical activity, partnered with the City of Richmond's Department of Public Works to submit an application to the VDOT Transportation Alternatives Set-Aside Program Safe Routes to School (SRTS) solicitation. Through this program, VDOT disburses federal funds to localities to support programs that encourage

active transportation in school communities.
The award, including the $130,100.00 in federal funds as well as $32,525 in a secured local match, will fund the salary, equipment, and promotional items for the Richmond SRTS program for two school years. The SRTS program has operated in Richmond since 2015 and currently serves 10 elementary schools (Barack Obama, Chimborazo, Fairfield Court, Ginter Park, Linwood Holton, Mary Munford, Oak Grove-Bellemeade, Overby-Sheppard, Westover Hills, and Woodville).

The SRTS program engages parents, teachers, students, and partners working together to promote safe, active transport to and from schools. The Richmond SRTS team focuses efforts on underserved communities and students attending Title I elementary schools in Richmond, as well as schools in areas identified as high-risk through Fit4Kid's partnership with the City's Vision Zero initiative administered by the Department of Public Works.

Key priorities include:

- Promotion of health and wellness through physical activity
- Education of students and faculty on sustainable bike and pedestrian skills and safety
- Engagement of the community through education, marketing, and promotional activities
- Evaluation to ensure continuous quality improvement
- Cultivation of relationships with stakeholders to bolster sustainability
- Encouragement of active transportation as a viable and environmentally sustainable form of school transportation

Specific activities include:

- Walk and Bike to School Day events
- Student Travel Tally Week
- Pedestrian safety education
- Parent safety perception surveys
- Crossing Guard Appreciation Day
- Bike safety relays or community bike rodeos
- Parent safety perception surveys administered at each school site
- Walking School Bus Program where community volunteers are leveraged for planned active transportation routes
- Infrastructure, policy and technology advocacy
- Bike Club support

COMMUNITY ENGAGEMENT: On April 22, 2024, City Council adopted a Resolution No. 2024-R013 expressing support for the corresponding grant application.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: Equity Agenda - Support and Care for Children and Families; Vision Zero

FISCAL IMPACT / COST: Acceptance of these funds will support the continuation of Safe Routes to School programming in Richmond Public Schools. The Fiscal Year 2025 Budget will be increased by $130,100.00, and these funds will be appropriated to a new line item ("Greater Richmond Fit4Kids

- Safe Routes to School") in the Non-Departmental Agency. The local funding match of $32,525 has been secured and provided by Greater Richmond Fit4Kids.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: September 23, 2024

CITY COUNCIL PUBLIC HEARING DATE: October 15, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development Standing Committee

AFFECTED AGENCIES: Human Services - Office of Children and Families; Office of Budget and Strategic Planning, the Department of Finance.

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord. No. 2024-099, Res. No. 2024-R013

ATTACHMENTS: VDOT Agreement; Grant Application

STAFF: Eva Colen, Senior Policy Advisor and Manager of the Office of Children and Families, 804-646-5454, Eva.Colen@rva.gov

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
EN24-127-176	125655	City of Richmond

THIS AGREEMENT, is hereby made and effective the date of the last (latest) signature set forth below, by and between the CITY OF RICHMOND, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the "Parties."

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

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

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

WHEREAS, the LOCALITY is responsible for administering the Project in accordance with DEPARTMENT guidelines, including the most current *Locally Administered Projects Manual* ("LAP Manual"), and with the program specific requirements shown in Appendix B, based on the nature of the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of all phases of work for the Project in accordance with applicable federal, state and local laws and regulations; and

WHEREAS**,** the LOCALITY's governing body has by resolution, demonstrated the LOCALITY'S commitment to provide local funding for the Project to the extent contemplated by this Agreement and further, by resolution or otherwise, authorized its designee to execute this Agreement, and said authorizations are attached hereto.

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

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

2. The LOCALITY shall:

a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as expressly required by federal or state laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the DEPARTMENT when the facilities are maintained by the DEPARTMENT.

b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, all applicable Commonwealth Transportation Board and DEPARTMENT policies, and those additional requirements as identified in Appendices A and B to this Agreement. Noncompliance with this requirement may result in deallocation of the funding from the Project, rescission of state funding match, termination of this Agreement, or the DEPARTMENT's denial of future requests to administer projects by the LOCALITY, all of which actions are at the discretion of the DEPARTMENT or as can be taken pursuant to applicable laws, regulations, or policies.

c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, advertisement and award for the Project, as required in the most current LAP Manual and other applicable DEPARTMENT guidelines.

d. Administer the Project in accordance with the DEPARTMENT's most current LAP Manual and other guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

e. Maintain accurate and complete records of the Project's development as required in the LAP Manual and any supplemental guidance and directives of the DEPARTMENT and retain documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the DEPARTMENT'S acceptance of the final voucher on the Project.

f. At least quarterly, but no more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a summary of all payment requests, payments and adjustments. A request for reimbursement shall be made within 90 days after any eligible Project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the Commonwealth Transportation Board in the Six Year Improvement Program.

g. Acknowledges that for federally-funded projects and pursuant to 2 CFR § 200.339, Remedies for Noncompliance, failure to comply with federal laws and regulations, or the terms and conditions of federal awards, may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.

h. Reimburse the DEPARTMENT for all Project expenses incurred by the DEPARTMENT if, due to action or inaction of the LOCALITY, federally-funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement is required by the provisions of § 33.2-214 or § 33.2-331 of the Code of Virginia (1950), as amended, or other applicable provisions of federal, state, or local law or regulations.

i. On projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

j. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the Project may result in forfeiture of federal or state-aid reimbursements.

k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the Project.

l. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project in accordance with the final constructed design as approved by the DEPARTMENT. The LOCALITY agrees that any modification of the approved design features, without the approval of the DEPARTMENT, may, at the discretion of the DEPARTMENT, result in restitution either physically or monetarily as determined by the DEPARTMENT.

3. The DEPARTMENT shall:

a. Perform any actions and provide any decisions and approvals, within a reasonable time, which are the responsibility of the DEPARTMENT, required by federal and state laws and regulations, or as otherwise agreed to, in writing, between the parties, and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.

b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

c. Where applicable, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraphs 2. a. and 3.a.

d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.

e. Upon LOCALITY'S request, make available to the LOCALITY guidelines to assist the Parties in carrying out responsibilities under this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to § 33.2-1011 of the Code of Virginia (1950), as amended.

5. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. State and federal Project funding is limited to those identified in the Appendix A of this Agreement and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.

6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision

of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 2.f, 2.h., and 3.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

10. Prior to any action pursuant to paragraphs 2.b, 2.g. or 2.h.of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement or at law or in equity.

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

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

13. THIS AGREEMENT may be modified only in writing by mutual agreement of the Parties.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by their duly authorized representatives, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

CITY OF RICHMOND, VIRGINIA:

Signature Date

Title

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Signature Date

Chief of Policy, Commonwealth of Virginia, Department of Transportation

Attachments

Appendix A
Appendix B

Approved as to Form:

Deputy City Attorney

Appendix A - Locally Administered

Version: Original | Prepared Date: 7/1/2024

Project Details

UPC:	125655	*State Project #:*	EN24-127-176	*CFDA #:*	20.205
Locality UEI #:	EG4LF5GYLK81				
Locality:	City of Richmond	*Address:*	900 East Broad St., Richmond, VA 23219-1907		
Work Description:	SALARY, EQUIPMENT, AND PROMOTIONAL ITEMS FOR THE RICHMOND CITY SRTS PROGRAM FOR FY25 AND FY26.	*Project Location (Zip +4)*	23834-5317		

Project Points of Contact

Locality Project Manager	
Name:	Eva Colen
Phone:	804-646-5454
Email:	EVA.COLEN@RVA.GOV

VDOT Project Coordinator	
Name:	Katherine Graham
Phone:	804-786-4198
Email:	Katherine.Graham@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	$162,625	$0	$0	$162,625
Estimated VDOT Project Oversight	$0	$0	$0	$0
Estimated VDOT Project Services (Appendix C)	$0	$0	$0	$0
Estimated Total Project Costs	$162,625			$162,625

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
Transportation Alternatives	$162,625	20%	$32,525	$130,100	
	$0		$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
Funding Totals	$162,625		$32,525	$130,100	$130,100

Note - The funds order is not indicative of the actual spend order of funds on the project.

This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

Authorized Locality Official — Date

Authorized VDOT Official — Date

Printed Name of Locality Official

Printed Name of VDOT Official

Title of Locality Official

Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

Approved as to Form:

Deputy City Attorney

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
EN24-127-176	125655	City of Richmond

SMART SCALE

Administration of this Project, including but not limited to the Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board's (CTB's) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT's applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan (SYIP) as a funding priority unless certain conditions set forth in the CTB's most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB's *Policy for Implementation of a Project Prioritization Process*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project.

This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or the localities within the metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.

Transportation Alternatives Program

This Project shall be administered in accordance with VDOT's most current *Transportation Alternatives Program Guide.*

Without limiting the foregoing, CTB policy for allocations from the Transportation Alternatives Programs requires that the Project must be advertised or otherwise under construction within four years of the initial Project allocation or otherwise be subject to deallocation, unless prior Department approval has been provided.

The DEPARTMENT shall conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act, unless otherwise agreed to in writing and attached to this Agreement. The LOCALITY is responsible for implementing any environmental commitments resulting from the environmental studies. In

addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental studies and submissions will be provided to the LOCALITY and deducted from the Project funds.

Regional Surface Transportation Program (RSTP)

Allocated Regional Surface Transportation Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Congestion Mitigation Air Quality (CMAQ)

Allocated Congestion Mitigation and Air Quality Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Revenue Sharing

This Project shall be administered in accordance with VDOT's most current *Revenue Sharing Program Guidelines.*

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the Project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair (SGR) Bridge

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must initiate the Preliminary Engineering or the Construction Phase within 24 months of award of funding or become subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's *State of Good Repair Program Prioritization Process Methodology*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same bridge structure to account for a cost increase on a previously selected Project.

State of Good Repair (SGR) Paving

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's State of Good Repair Program Prioritization Process Methodology, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

Economic Access

This Project shall be administered in accordance with VDOT's most current *Economic Development Access Program Guide.*

Airport Access

This Project shall be administered in accordance with VDOT's most current *Airport Access Program Guide.*

Recreational Access

This Project shall be administered in accordance with VDOT's most current *Recreational Access Program Guide.*

Highway Safety Improvement Program (HSIP)

Allocated Highway Safety Improvement Program (HSIP) funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Local Funds

All local funds included in Appendix A have been formally committed by the LOCALITY board or council, subject to appropriation.

_____

Authorized Locality Official Signature and Date

Approved as to Form:

_____

Printed Name of Locality Official

Deputy City Attorney