

# AGENDA



# CITY OF HOPEWELL

Hopewell, Virginia 23860

## AGENDA

(804) 541-2408

www.hopewellva.gov  
info@hopewellva.gov  
cmbrown@hopewellva.gov

### CITY COUNCIL

Jasmine E. Gore, Mayor, Ward #4  
Patience Bennett, Vice Mayor, Ward #7  
Debbie Randolph, Councilor, Ward #1  
Arlene Holloway, Councilor, Ward #2  
John B. Partin, Jr., Councilor, Ward #3  
Janice Denton, Councilor, Ward #5  
Brenda S. Pelham, Councilor, Ward #6

John M. Altman, Jr., City Manager  
Sandra. Robinson, City Attorney  
Camisha M. Brown, Interim City Clerk

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**September 22, 2020                      ELECTRONIC MEETING                      Special Meeting: 6:30 PM**

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### OPEN MEETING

**6:30 p.m.**      Call to order, roll call, and welcome to visitors

### Special Meeting

**SB-1 VDOT Highway Safety Improvement Program Agreements – 3 Projects (Two locations)**

**ISSUE:** The City of Hopewell was selected to receive a total of \$1,145,000 from the VDOT Highway Safety Improvement Program (HSIP) for three (3) individual safety improvement projects at two (2) separate locations within the City:

Project Number: 0156-116-202 / UPC Number: 110840 Route 156 Improvements at Berry St (Vehicular Improvements)

Project Number: U000-116-203 / UPC Number: 110842 S Mesa Drive Improve Pedestrian Accommodations at Atlantic St (Hopewell High School)

Project Number: 0156-116-201 / UPC Number: 110846 Route 156 Improvements at Berry St (Pedestrian Improvements)

In order to accept the funding the City must complete the following actions:

1. Endorse each project by Council resolution and agree to enter into the standard project administration agreement for federal-aid projects with VDOT. There is one agreement for each of the three (3) projects.
2. Grant the City Manager signature authority to sign each of the three (3) standard project administration agreements for federal-aid projects. Such agreement shall be reviewed and approved by the City Attorney prior to the City Manager’s signing.  
There is no local match required for this project and all eligible expenses will be reimbursed to the City as detailed in the agreement.

**MOTION:** \_\_\_\_\_

**Roll Call**

**SB-2 National Fish & Wildlife Grant Award & Contract Modification**

**ISSUE:**

**1) Budget & appropriate National Fish & Wildlife Foundation grant awards:**

- \$500,000 Small Watershed Grant for design, construction, and construction administration of the City Point Road, Liberty Ave, and Princess Anne Outfall Gully Stabilization Projects (OGSPs); and
- \$34,100 Planning and Technical Assistance Grant for the development of an OGSP Design & Regional Pollutant Reduction Calculator in partnership with Ecosystem Services LLC

**2) Modify existing City contract 14-19 with Ecosystem Services, LLC** to include Construction Administration of HHS-Mathis Park Stream Restoration and the three Outfall Gully Stabilization Projects for \$61,003.

**3) Execute a new contract with Ecosystem Services, LLC** to develop an OGSP Design & Regional Pollutant Reduction Calculator for \$34,100.

**MOTION:** \_\_\_\_\_

**Roll Call**

**SB-3 Small Business Recovery Program – Second Round**

**ISSUE:** As a result of the second round of Coronavirus Relief funding distributed to the City of Hopewell, the Economic Development office would like to initiate a second round of 2020 Small Business Recovery Program funding for our small businesses.

**MOTION:** \_\_\_\_\_

**Roll Call**

**SB-4 HOPEWELL CARES: Rent/Mortgage and Utility Assistance Program**

**MOTION:** \_\_\_\_\_

**Roll Call**

**SB-5 HOPEWELL CARES: Homeless Assistance Program**

**MOTION:** \_\_\_\_\_

**Roll Call**

**Adjournment**

# **SPECIAL MEETING**

**SB-1**



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE:**

VDOT Highway Safety Improvement Program Agreements – 3 Projects (Two locations)

**ISSUE:** The City of Hopewell was selected to receive a total of \$1,145,000 from the VDOT Highway Safety Improvement Program (HSIP) for three (3) individual safety improvement projects at two (2) separate locations within the City:

Project Number: 0156-116-202 / UPC Number: 110840 Route 156 Improvements at Berry St (Vehicular Improvements)

Project Number: U000-116-203 / UPC Number: 110842 S Mesa Drive Improve Pedestrian Accommodations at Atlantic St (Hopewell High School)

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In order to accept the funding the City must complete the following actions:

1. Endorse each project by Council resolution and agree to enter into the standard project administration agreement for federal-aid projects with VDOT. There is one agreement for each of the three (3) projects.
2. Grant the City Manager signature authority to sign each of the three (3) standard project administration agreements for federal-aid projects. Such agreement shall be reviewed and approved by the City Attorney prior to the City Manager’s signing.

There is no local match required for this project and all eligible expenses will be reimbursed to the City as detailed in the agreement.

**SUMMARY:**

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Councilor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Mayor Jasmine Gore, Ward #4			

**RECOMMENDATION:** Staff recommends approval.

**TIMING:** City Council action is required on September 15, 2020. The project endorsement and signature authority resolution must accompany the signed agreement.

**BACKGROUND:** The HSIP is a core Federal-aid program with the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads, including non-state-owned public roads. HSIP is a data-driven, strategic approach program for infrastructure improvements for all highway travel modes.

These projects were endorsed by City Council during the application phase on November 9, 2016.

**ENCLOSED DOCUMENTS:**

- VDOT Project Administration Agreements and Appendix A documents (3 each)
- City Council application endorsement from November 9, 2016
- Hopewell High School and Five Forks Conceptual Diagrams
- Draft Council Resolution Document

**STAFF:**

Johnnie Butler, City Engineer  
Austin Anderson, Construction Manager

**FOR IN MEETING USE ONLY**

**MOTION:** \_\_\_\_\_

\_\_\_\_\_

**Roll Call**

**SUMMARY:**

- |                          |                          |                                    |
|--------------------------|--------------------------|------------------------------------|
| <b>Y</b>                 | <b>N</b>                 |                                    |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Debbie Randolph, Ward #1 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Arlene Holloway, Ward #2 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor John B. Partin, Ward #3  |
| <input type="checkbox"/> | <input type="checkbox"/> | Mayor Jasmine Gore, Ward #4        |

- |                          |                          |                                      |
|--------------------------|--------------------------|--------------------------------------|
| <b>Y</b>                 | <b>N</b>                 |                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5     |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6     |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor Patience Bennett, Ward #7 |

INSTALL PEDESTRIAN CROSSWALK MARKINGS AT THE INTERSECTION OF HIGH AVENUE AND FREEMAN STREET

INSTALL STREET LIGHTING POLE ON CORNER TO ILLUMINATE PROPOSED PEDESTRIAN CROSSING

INSTALL RAISED MEDIAN ISLAND TO PROVIDE ADDITIONAL PEDESTRIAN PROTECTION AND PEDESTRIAN BUTTONS AND HEADS ON ALL FOUR (4) CORNERS

INSTALL CURB AND GUTTER TO CLOSE BERRY STREET. CONNECT EXISTING SIDEWALK BEHIND CURB.

SCALE 1"=50'  
0 50 100

NAD 83



**STANDARD PROJECT ADMINISTRATION AGREEMENT  
Federal-aid Projects**

Project Number	UPC	Local Government
0156-116-202	110840	CITY OF HOPEWELL

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Hopewell, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

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

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

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

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

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

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

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

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

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

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

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

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

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

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

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

**CITY OF HOPEWELL, VIRGINIA:**

\_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Signature of Witness Date

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

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Chief of Policy Date  
Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_  
Signature of Witness Date

**Attachments**  
Appendix A (110840)

**Appendix A**  
 Project Number: 0156-116-202      UPC: 110840      CFDA # 20.205      Locality: City of Hopewell

Project Location ZIP+4: 23860-5026	Locality DUNS # 010060101	Locality Address (incl ZIP+4): 300 East Main Street Hopewell, VA 23860-1609
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**Project Narrative**

Work Description:	RTE 156 - INTERSECTION IMPROVEMENTS AT BERRY ST - IMPROVE PEDESTRIAN AND BICYCLE SAFETY BY INSTALLING CURB TO CLOSE ACCESS TO BERRY ST. PROJECT WILL ALSO REMOVE PERMISSIVE LEFT TURN FOR MAINLINE.		
From:	HIGH AVE		
To:	BERRY ST		
Locality Project Manager Contact info:	Johnny Butler (804) 541-2319	<a href="mailto:jbutler@hopewellva.gov">jbutler@hopewellva.gov</a>	
Department Project Coordinator Contact Info:	James Shepherd (804) 609-5305	<a href="mailto:james.Shepherd@vdot.virginia.gov">james.Shepherd@vdot.virginia.gov</a>	

**Project Estimates**

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$42,770	\$47,500	\$233,770	\$324,040
Estimated VDOT Project Expenses	\$7,230	\$2,500	\$7,230	\$16,960
Estimated Total Project Costs	\$50,000	\$50,000	\$241,000	\$341,000

**Project Cost and Reimbursement**

Phase	Estimated Project Costs	Funds type <i>(Choose from drop down box)</i>	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$50,000	HSIP	0%	\$0	\$50,000	
<b>Total PE</b>	\$50,000			\$0	\$50,000	\$42,770
Right of Way & Utilities	\$50,000	HSIP	0%	\$0	\$50,000	
<b>Total RW</b>	\$50,000			\$0	\$50,000	\$47,500
Construction	\$241,000	HSIP	0%	\$0	\$241,000	
<b>Total CN</b>	\$241,000			\$0	\$241,000	\$233,770
<b>Total Estimated Cost</b>	\$341,000			\$0	\$341,000	\$324,040

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	\$341,000
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	\$324,040

**Project Financing**

HSIP	HSIP - State Match				Aggregate Allocations
\$306,900	\$34,100				\$341,000

**Program and Project Specific Funding Requirements**

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Manual.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before **9/7/2021**.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$341,000
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- This Project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
- The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the Project be altered by the LOCALITY subsequent to Project completion without approval of the DEPARTMENT, the LOCALITY inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the DEPARTMENT.

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

\_\_\_\_\_  
 Authorized Locality Official      Date

\_\_\_\_\_  
 Authorized VDOT Official      Date

Typed or printed name of person signing

Revised: February 1, 2019

Typed or printed name of person signing

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**Federal-aid Projects**

Project Number	UPC	Local Government
0156-116-202	110840	CITY OF HOPEWELL

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

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

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

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

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

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



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

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

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
- l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
- m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT's FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.

2. The DEPARTMENT shall:

- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
- b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
- c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
- d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
- e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

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

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


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

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

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

**CITY OF HOPEWELL, VIRGINIA:**

\_\_\_\_\_  
\_\_\_\_\_  
Typed or printed name of signatory

OFFICE OF THE CITY ATTORNEY  
APPROVED AS TO FORM  
DATE: 9-08-2020  
SIGNATURE: 

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Signature of Witness Date

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

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Chief of Policy Date  
Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_  
Signature of Witness Date

**Attachments**  
Appendix A (110840)

**STANDARD PROJECT ADMINISTRATION AGREEMENT  
Federal-aid Projects**

Project Number	UPC	Local Government
0156-116-201	110846	CITY OF HOPEWELL

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Hopewell, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

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

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

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

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

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

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

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

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

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



3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
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6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

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

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

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

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

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

**CITY OF HOPEWELL, VIRGINIA:**

\_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

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

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Chief of Policy

\_\_\_\_\_  
Date

Commonwealth of Virginia

Department of Transportation

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**

Appendix A (110846)

**Appendix A**

Project Number: 0156-116-201      UPC: 110846      CFDA # 20.205      Locality: City of Hopewell

Project Location ZIP+4: 23860-6127	Locality DUNS # 010060101	Locality Address (incl ZIP+4): 300 East Main Street Hopewell, VA 23860-1609
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**Project Narrative**

Work Description:	RTE 156 - INTERSECTION IMPROVEMENTS - IMPROVE PEDESTRIAN SAFETY BY CLOSING ACCESS TO ARLINGTON BLVD FROM BERRY ST, CHANGING SIGNAL PHASING TO PROTECTED LEFT TURN ONLY AND INSTALLING CROSSWALKS AT BERRY ST. PROJECT WILL ALSO INSTALL CROSS WALKS AND LIGHTING AT FREEMAN ST.
From:	BERRY ST
To:	FREEMAN ST
Locality Project Manager Contact info: Johnny Butler (804) 541-2319 <a href="mailto:jbutler@hopewellva.gov">jbutler@hopewellva.gov</a>	
Department Project Coordinator Contact Info: James Shepherd (804) 609-5305 <a href="mailto:james.Shepherd@vdot.virginia.gov">james.Shepherd@vdot.virginia.gov</a>	

**Project Estimates**

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$37,550	\$47,500	\$402,550	\$487,600
Estimated VDOT Project Expenses	\$12,450	\$2,500	\$12,450	\$27,400
Estimated Total Project Costs	\$50,000	\$50,000	\$415,000	\$515,000

**Project Cost and Reimbursement**

Phase	Estimated Project Costs	Funds type <i>(Choose from drop down box)</i>	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$50,000	HSIP	0%	\$0	\$50,000	
<b>Total PE</b>	\$50,000			\$0	\$50,000	\$37,550
Right of Way & Utilities	\$50,000	HSIP	0%	\$0	\$50,000	
<b>Total RW</b>	\$50,000			\$0	\$50,000	\$47,500
Construction	\$415,000	HSIP	0%	\$0	\$415,000	
<b>Total CN</b>	\$415,000			\$0	\$415,000	\$402,550
<b>Total Estimated Cost</b>	\$515,000			\$0	\$515,000	\$487,600

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	\$515,000
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	\$487,600

**Project Financing**

HSIP	HSIP - State Match					Aggregate Allocations
\$463,500	\$51,500					\$515,000

**Program and Project Specific Funding Requirements**

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Manual.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 9/7/2021.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$515,000
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- This Project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
- The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the Project be altered by the LOCALITY subsequent to Project completion without approval of the DEPARTMENT, the LOCALITY inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the DEPARTMENT.

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

\_\_\_\_\_  
Authorized Locality Official      Date

\_\_\_\_\_  
Authorized VDOT Official      Date

\_\_\_\_\_  
Typed or printed name of person signing

Revised: February 1, 2019

\_\_\_\_\_  
Typed or printed name of person signing

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**Federal-aid Projects**

Project Number	UPC	Local Government
0156-116-201	110846	CITY OF HOPEWELL

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Hopewell, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

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

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

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

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

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

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

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
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- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the LOCALITY expends over \$750,000 annually in federal funding, such certification shall include a copy of

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

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  - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT's FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.
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  - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
  - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
  - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
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6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.



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

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

**CITY OF HOPEWELL, VIRGINIA:**

\_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

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

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Chief of Policy

\_\_\_\_\_  
Commonwealth of Virginia  
Department of Transportation


\_\_\_\_\_  
Date

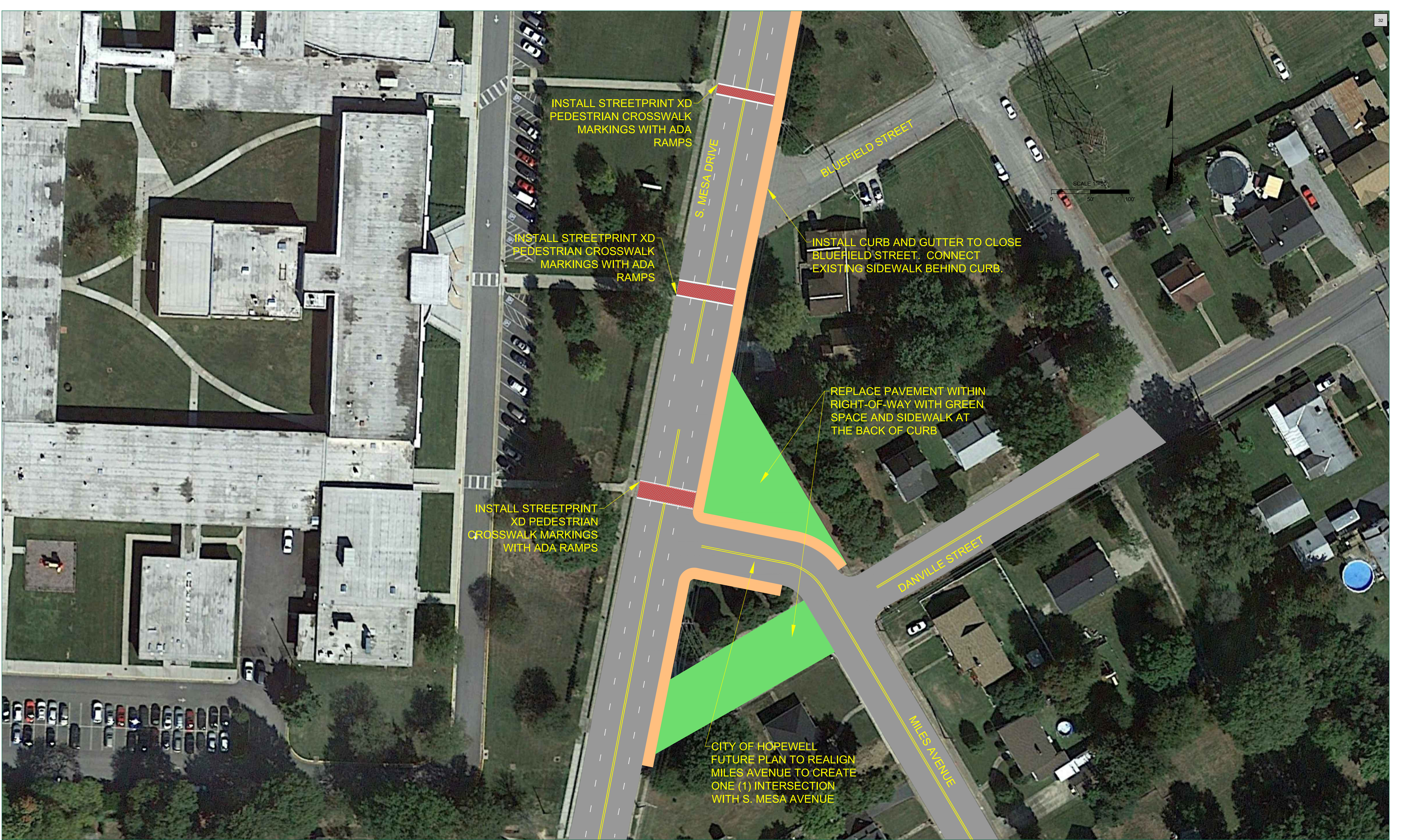
\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**

Appendix A (110846)

OFFICE OF THE CITY ATTORNEY	
APPROVED AS TO FORM	
DATE:	9-08-2020
SIGNATURE:	



INSTALL STREETPRINT XD PEDESTRIAN CROSSWALK MARKINGS WITH ADA RAMPS

INSTALL STREETPRINT XD PEDESTRIAN CROSSWALK MARKINGS WITH ADA RAMPS

INSTALL CURB AND GUTTER TO CLOSE BLUEFIELD STREET. CONNECT EXISTING SIDEWALK BEHIND CURB.

REPLACE PAVEMENT WITHIN RIGHT-OF-WAY WITH GREEN SPACE AND SIDEWALK AT THE BACK OF CURB

INSTALL STREETPRINT XD PEDESTRIAN CROSSWALK MARKINGS WITH ADA RAMPS

CITY OF HOPEWELL FUTURE PLAN TO REALIGN MILES AVENUE TO CREATE ONE (1) INTERSECTION WITH S. MESA AVENUE

SCALE 1"=80'  
0 50 100'

**STANDARD PROJECT ADMINISTRATION AGREEMENT  
Federal-aid Projects**

Project Number	UPC	Local Government
U000-116-203	110842	CITY OF HOPEWELL

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Hopewell, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

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

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

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

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

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

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

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

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

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

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

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

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

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

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



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

**CITY OF HOPEWELL, VIRGINIA:**

\_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Signature of Witness Date

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

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Chief of Policy Date  
Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_  
Signature of Witness Date

**Attachments**  
Appendix A (110842)

**Appendix A**

Project Number: U000-116-203      UPC: 110842      CFDA # 20.205      Locality: City of Hopewell

Project Location ZIP+4: 23860-4138	Locality DUNS # 010060101	Locality Address (incl ZIP+4): 300 East Main Street Hopewell, VA 23860-1609
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**Project Narrative**

Work Description:	SOUTH MESA DR - IMPROVE PEDESTRIAN ACCOMMODATIONS - IMPROVE PEDESTRIAN SAFETY AT HOPEWELL HIGH SCHOOL BY INSTALLING CURB TO CLOSE ACCESS TO ATLANTIC ST AND INSTALLING STREETPRINT XD CROSSWALKS ON SOUTH MESA DR.		
From:	0.02 MI S ATLANTIC ST		
To:	0.02 MI N ATLANTIC ST		
Locality Project Manager Contact info:	Johnny Butler (804) 541-2319	<a href="mailto:jbutler@hopewellva.gov">jbutler@hopewellva.gov</a>	
Department Project Coordinator Contact Info:	James Shepherd (804) 609-5305	<a href="mailto:james.Shepherd@vdot.virginia.gov">james.Shepherd@vdot.virginia.gov</a>	

**Project Estimates**

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$43,430	\$17,500	\$212,430	\$273,360
Estimated VDOT Project Expenses	\$6,570	\$2,500	\$6,570	\$15,640
<b>Estimated Total Project Costs</b>	<b>\$50,000</b>	<b>\$20,000</b>	<b>\$219,000</b>	<b>\$289,000</b>

**Project Cost and Reimbursement**

Phase	Estimated Project Costs	Funds type <i>(Choose from drop down box)</i>	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$50,000	HSIP	0%	\$0	\$50,000	
<b>Total PE</b>	<b>\$50,000</b>			<b>\$0</b>	<b>\$50,000</b>	<b>\$43,430</b>
Right of Way & Utilities	\$20,000	HSIP	0%	\$0	\$20,000	
<b>Total RW</b>	<b>\$20,000</b>			<b>\$0</b>	<b>\$20,000</b>	<b>\$17,500</b>
Construction	\$219,000	HSIP	0%	\$0	\$219,000	
<b>Total CN</b>	<b>\$219,000</b>			<b>\$0</b>	<b>\$219,000</b>	<b>\$212,430</b>
<b>Total Estimated Cost</b>	<b>\$289,000</b>			<b>\$0</b>	<b>\$289,000</b>	<b>\$273,360</b>

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

\$289,000

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

\$273,360

**Project Financing**

HSIP	HSIP - State Match				Aggregate Allocations
\$260,100	\$28,900				\$289,000

**Program and Project Specific Funding Requirements**

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Manual.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before **9/7/2021**.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$289,000
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- This Project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
- The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the Project be altered by the LOCALITY subsequent to Project completion without approval of the DEPARTMENT, the LOCALITY inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the DEPARTMENT.

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

\_\_\_\_\_  
Authorized Locality Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized VDOT Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or printed name of person signing

Revised: February 1, 2019

\_\_\_\_\_  
Typed or printed name of person signing

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**Federal-aid Projects**

Project Number	UPC	Local Government
U000-116-203	110842	CITY OF HOPEWELL

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

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

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- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the LOCALITY expends over \$750,000 annually in federal funding, such certification shall include a copy of

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  - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
2. The DEPARTMENT shall:
- m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT's FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.
  - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
  - 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.
- the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
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5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

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

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

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.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

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

**CITY OF HOPEWELL, VIRGINIA:**

\_\_\_\_\_  
\_\_\_\_\_  
Typed or printed name of signatory

OFFICE OF THE CITY ATTORNEY  
APPROVED AS TO FORM  
DATE: 9-08-2020  
SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Signature of Witness Date

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

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Chief of Policy Date  
Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_  
Signature of Witness Date

**Attachments**  
Appendix A (110842)



**SB-2**



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE:**

National Fish & Wildlife Grant Award & Contract Modification

**ISSUE:****1) Budget & appropriate National Fish & Wildlife Foundation grant awards:**

- \$500,000 Small Watershed Grant for design, construction, and construction administration of the City Point Road, Liberty Ave, and Princess Anne Outfall Gully Stabilization Projects (OGSPs); and
- \$34,100 Planning and Technical Assistance Grant for the development of an OGSP Design & Regional Pollutant Reduction Calculator in partnership with Ecosystem Services LLC

2) **Modify existing City contract 14-19 with Ecosystem Services, LLC** to include Construction Administration of HHS-Mathis Park Stream Restoration and the three Outfall Gully Stabilization Projects for \$61,003.

3) **Execute a new contract with Ecosystem Services, LLC** to develop an OGSP Design & Regional Pollutant Reduction Calculator for \$34,100.

**RECOMMENDATION:** Staff recommend that council budget and appropriate the two (2) NFWF grant awards of \$500,000 and \$34,100, approve the modification to increase existing City Contract 14-19 with Ecosystem Services by \$61,003 for Construction Administration services, and execute a new contract with Ecosystem Services, LLC for \$34,100 for the development of an OGSP Design & Regional Pollutant Reduction Calculator.

**TIMING:** Staff recommends council approval at the scheduled meeting on September 15, 2020.

**SUMMARY:**

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Councilor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Mayor Jasmine Gore, Ward #4			

**BACKGROUND:** The original City Contract (14-19) with Ecosystem Services, LLC for the design of the Hopewell High School-Mathis Park Stream Restoration and the City Point Road Outfall Stabilization Projects was procured through the traditional bid process. A contract modification was approved by Council at the January 28, 2020 Council Meeting (CAF R-4) to add design services for 2 additional outfall stabilization projects: ST009 and ST010, Liberty Ave and Princess Anne Rd OGSPs, respectively. Design is complete on all four projects. The Small Watershed Grant, combined with previously awarded grants, means that 93% of the total design and construction of these 4 projects is funded independent of the Stormwater Program Budget.

The NFWF Planning and Technical Assistance Grant represents a collaboration between the Stormwater Program and Ecosystem Services, LLC to provide our neighboring jurisdictions with an assessment and design tool that will help in prioritize outfall stabilization projects needed for both infrastructure protection and Chesapeake Bay restoration efforts. The Crater Planning District Commission has agreed to host training workshops for neighboring municipalities. Future workshops with other municipalities VDEQ, and EPA Chesapeake Bay Program are being considered.

**ENCLOSED DOCUMENTS:**

- Location maps for all four projects

**STAFF:** Joseph Battiata, P.E. Stormwater Program Manager

**FOR IN MEETING USE ONLY**

**MOTION:** \_\_\_\_\_

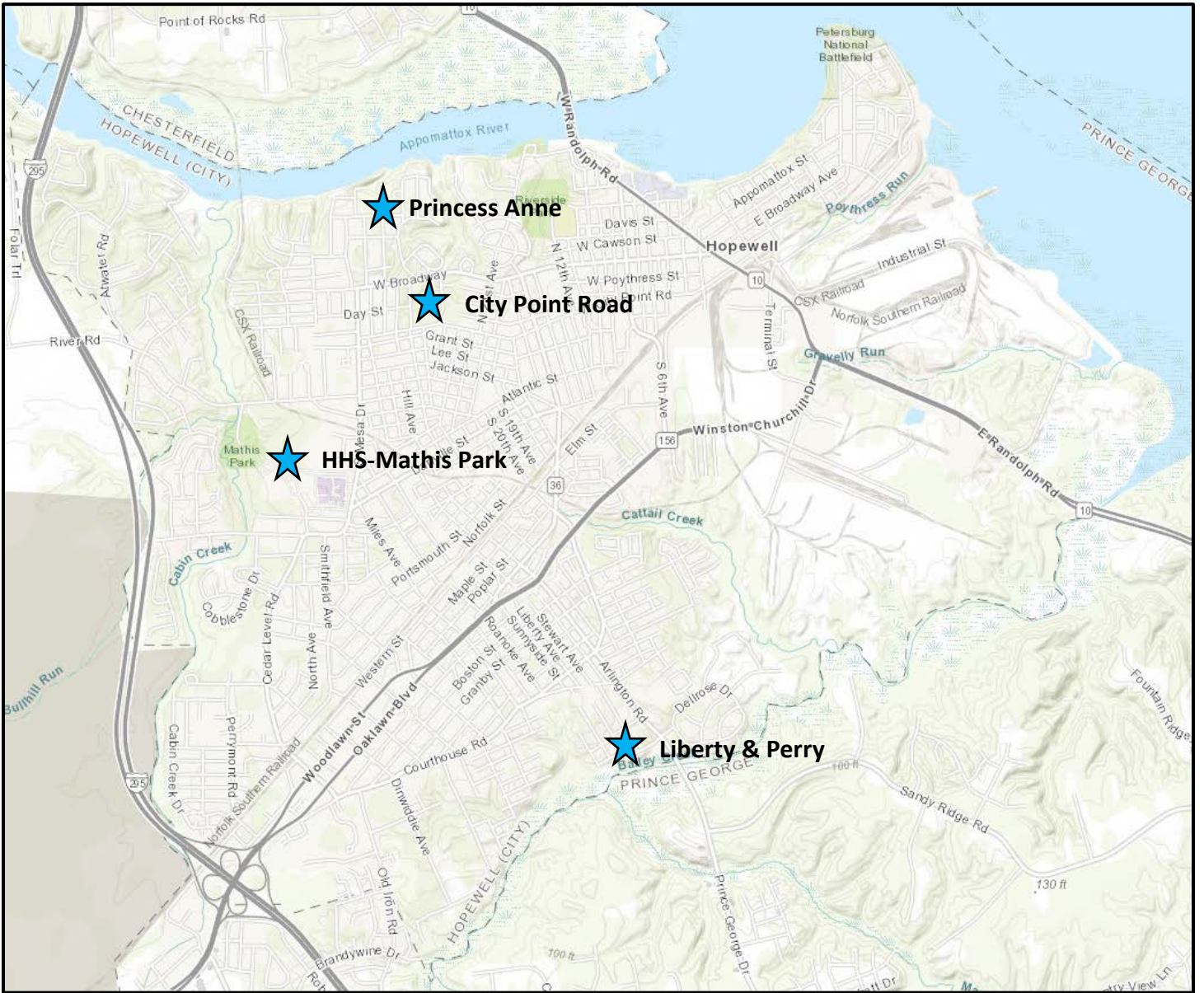
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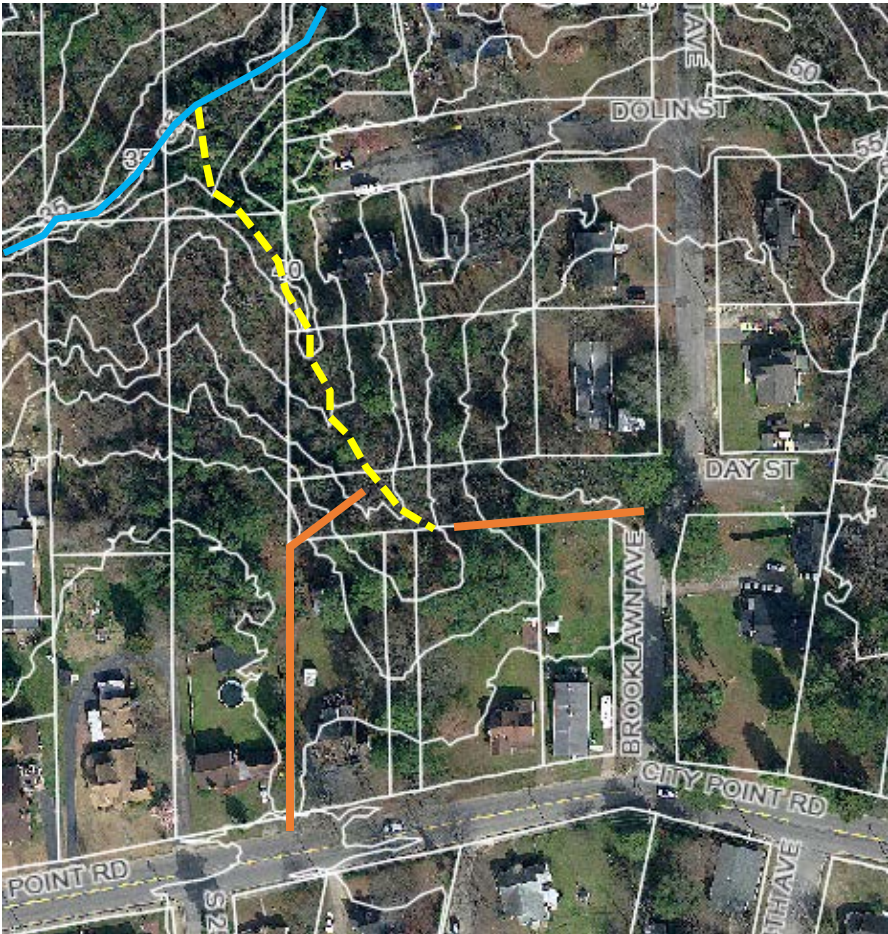
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**SUMMARY:**

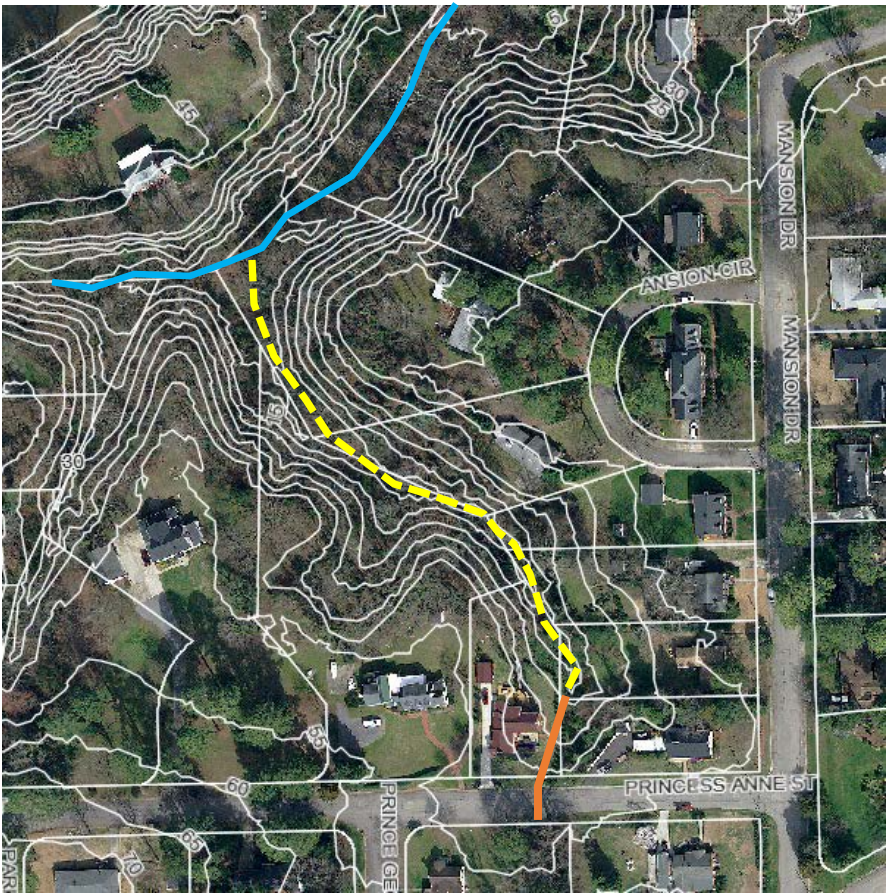
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<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Councilor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Mayor Jasmine Gore, Ward #4			

# LOCATION MAPS

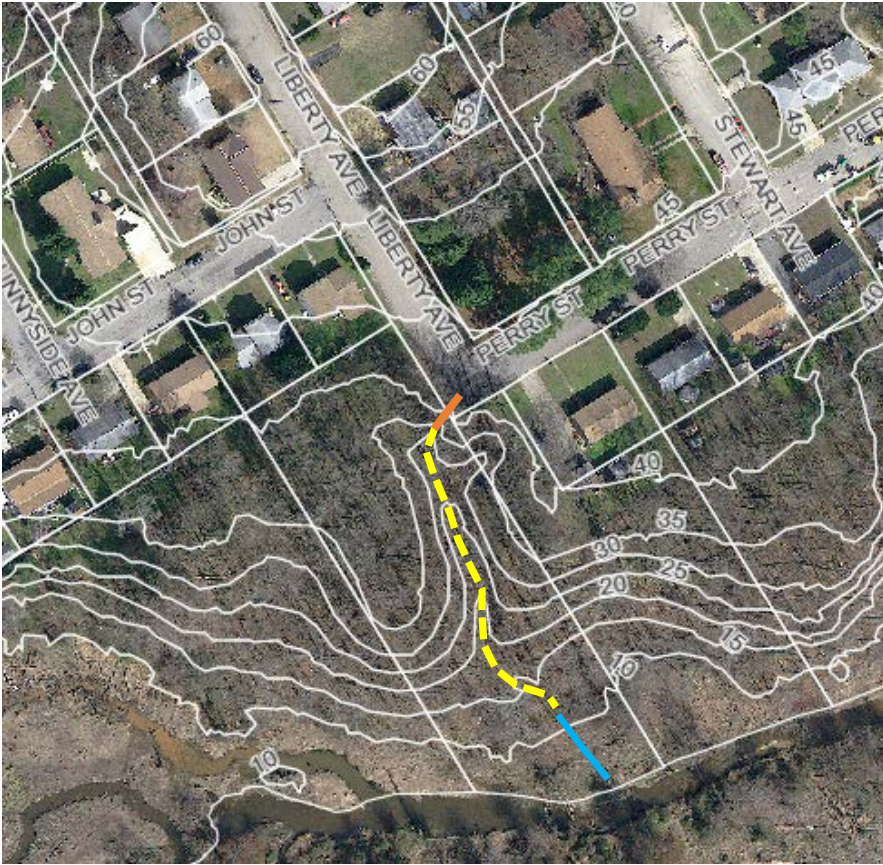




**City Point Road Outfall Gully Stabilization Project**



**Princess Anne St. Outfall Gully Stabilization Project**



**Liberty Ave & Perry St.  
Outfall Gully Stabilization  
Project**



**Hopewell High School-  
Mathis Park Stream  
Restoration Project**



# Chesapeake Bay Stewardship Fund

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## FUNDING PARTNERS

- U.S. Environmental Protection Agency
- U.S. Department of Agriculture, Natural Resources Conservation Service and U.S. Forest Service
- U.S. Department of the Interior, U.S. Fish and Wildlife Service
- Altria
- Chesapeake Bay Program

To learn more, visit:  
<https://bit.ly/chesapeakebizplan>

## ABOUT NFWF

Chartered by Congress in 1984, the National Fish and Wildlife Foundation (NFWF) protects and restores the nation's fish, wildlife, plants and habitats. Working with federal, corporate and individual partners, NFWF has funded more than 5,000 organizations and generated a total conservation impact of \$6.1 billion.

Learn more at [www.nfwf.org](http://www.nfwf.org)

## NATIONAL HEADQUARTERS

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Canvasbacks over the Chesapeake Bay

## OVERVIEW

The National Fish and Wildlife Foundation (NFWF), in partnership with the U.S. Environmental Protection Agency and the Chesapeake Bay Program, recently announced the 2020 round of funding for Chesapeake Bay Stewardship Fund projects. Fifty-six restoration and water quality improvement grants totaling \$18.06 million were awarded, leveraging \$18.9 million in match from the grantees to generate a total conservation impact of \$36.97 million.

The Chesapeake Bay Stewardship Fund is dedicated to protecting and restoring the bay by helping local communities clean up and restore their polluted rivers and streams. The fund also advances cost-effective and creative solutions with financial and technical assistance to local communities, farmers, and private landowners. NFWF manages the Stewardship Fund in partnership with government agencies and private corporations and in close coordination with the federal-state Chesapeake Bay Program partnership. Major funding is provided by the U.S. Environmental Protection Agency through the Chesapeake Bay Program Office.

Since 1999, the Stewardship Fund has worked with the public and private sectors to deliver on-the-ground conservation successes benefiting the communities, farms, habitats, and wildlife of the Chesapeake Bay region. NFWF administers the fund's two competitive grant programs, the Innovative Nutrient and Sediment Reduction Grant Program and the Small Watershed Grants Program. NFWF also makes targeted investments that support networking and information-sharing among restoration partners on emerging technologies, successful restoration approaches, and new partnership opportunities. These programs directly engage agricultural producers, homeowners, churches, businesses and others in on-the-ground restoration actions that improve the quality of life in communities throughout the watershed, while ultimately improving the health of the Chesapeake Bay.

(continued)

### **INNOVATIVE NUTRIENT AND SEDIMENT REDUCTION GRANTS** **Accelerating Riparian Forest Buffer Implementation in Priority Pennsylvania Counties**

Grantee: Chesapeake Bay Foundation

Grant Amount: ..... \$975,926  
Matching Funds: ..... \$977,882  
Total Project: ..... \$1,953,809

Build relationships between private and public partners of conservation districts in Pennsylvania's Final Phase 3 Watershed Implementation Plan to accelerate implementation, maintenance resources, and innovative financial incentives of riparian forested buffers in Pennsylvania. Project will provide technical assistance to local contractors and implement 360 acres of buffers, resulting in an annual load reduction of 42,071 pounds nitrogen, 635 pounds phosphorus, and 1,656,578 pounds of sediment.

### **Planting the Trees for the Future Initiative (MD)**

Grantee: Howard County, Maryland

Grant Amount: ..... \$999,202  
Matching Funds: ..... \$1,315,670  
Total Project: ..... \$2,314,872

Expand local collaborations on environmental restoration, the rate and scale of reforestation and other natural filters, strategic land conservation, and environmental job opportunities in Central Maryland. Project will triple the average annual number of trees planted across the pilot area by the end of the three-year period, with a target rate of 100,000 trees per year across the Greater Baltimore Wilderness Coalition territory including Howard County, Baltimore County, and Baltimore City.

### **Accelerating Sediment Reductions Through Collaborative Technical Assistance in Virginia Headwaters**

Grantee: Trout Unlimited

Grant Amount: ..... \$949,142  
Matching Funds: ..... \$1,010,485  
Total Project: ..... \$1,959,627

Expand technical assistance capacity among the collaborative partners in the headwaters of the Chesapeake Bay in Virginia to improve water quality and habitat for native eastern brook trout. Project will install 15 miles of exclusion fencing, establish 80 acres of new riparian forest buffer, exclude livestock from and protect 151 acres, and restore and stabilize 14 miles of streambanks and 1.5 miles of eroding streambanks.

### **Strengthening the Conservation Community Foundation in the Upper Susquehanna Watershed (NY, PA)**

Grantee: Tioga County Soil and Water Conservation District of New York

Grant Amount: ..... \$1,000,000  
Matching Funds: ..... \$1,060,000  
Total Project: ..... \$2,060,000

Focus on providing training to new and existing staff to further provide a framework for the Upper Susquehanna Coalition to evaluate available programs for future sustainability. Project will implement 114 acres of riparian buffer; 400 acres of



A great blue heron eats a shad in the James River, Virginia.

prescribed grazing, 3,800 acres of stream corridor restoration and 39 acres of wetland restoration that is estimated to generate nutrient reductions of 4,155 pounds of nitrogen, 689 pounds of phosphorus and 456,130 pounds of sediment annually.

### **Water Quality Improvements in the James River through a Living Shoreline Collaborative (VA)**

Grantee: James River Association

Grant Amount: ..... \$1,000,000  
Matching Funds: ..... \$1,000,000  
Total Project: ..... \$2,000,000

Combat erosion and adapt to changing shorelines through accelerated living shorelines implementation. Project will develop and deliver a living shoreline training program to increase technical capacity, formalize an existing partnership in the lower James River, increase the capacity of partners, and bring in partners from outside of the watershed to expand the network of knowledge to build on existing efforts.

### **Accelerating Implementation of Farmer Adoption of Nutrient Stewardship Practices (DE, MD, PA, VA)**

Grantee: The Mid-Atlantic 4R Nutrient Stewardship Association

Grant Amount: ..... \$990,000  
Matching Funds: ..... \$1,084,000  
Total Project: ..... \$2,074,000

Bring together stakeholders involved in nutrient management and those who have environmental concerns about excess nutrients to work together to develop locally relevant solutions. Project will identify barriers to nutrient

(continued)



management adoption, design a communications strategy, engage 300 farms to implement nutrient management, increase implementation of split application of nitrogen and pilot a model for a Pennsylvania Manure Transport Exchange.

### **Precision Conservation Partnership Implementing a Regional Restoration Plan in Central Pennsylvania**

Grantee: Chesapeake Conservancy

Grant Amount: ..... \$1,000,000

Matching Funds: ..... \$1,118,147

Total Project: ..... \$2,118,147

Implement a regional restoration plan in central Pennsylvania, build upon a Precision Conservation Partnership, and increase and strengthen local capacity and partnerships. Project will result in full-farm restoration on 25 farms, enhanced coordination of outreach and technical assistance, improved messaging to accelerate landowner recruitment, and knowledge transfer in the region, and prioritize restoration projects to rapidly de-list 46 miles of impaired streams.

### **SMALL WATERSHED GRANTS - IMPLEMENTATION**

#### **Implementing Green Stormwater Infrastructure in West Baltimore (MD)**

Grantee: Blue Water Baltimore

Grant Amount: ..... \$500,000

Matching Funds: ..... \$499,649

Total Project: ..... \$999,649

Implement green stormwater infrastructure projects and expand outreach and planning services to new target neighborhoods in West Baltimore to reduce nitrogen, phosphorus, and sediment pollution, develop regional scale partnerships, and increase citizen engagement. Project will expand, develop, and build upon previous success in East Baltimore to support neighborhoods in West Baltimore facing stormwater challenges in the Dead Run-Gwynns Falls watershed.

#### **Expanding Tree Canopy in Charles County, Maryland**

Grantee: Alliance for the Chesapeake Bay

Grant Amount: ..... \$297,289

Matching Funds: ..... \$250,000

Total Project: ..... \$547,289

Improve local water quality and habitat in Charles County, Maryland. Project will create an Urban Tree Canopy Plan with local organizations and government agencies, train 40 Chesapeake Tree Stewards, expand the urban tree canopy by planting 75 native trees in the Town of La Plata, and reforest 55 acres of land with native trees throughout Charles County.

#### **Increasing Wetland Habitat and Creating Tidal Salt Marshes to Support American Black Duck (MD)**

Grantee: Harry R. Hughes Center for Agro-Ecology

Grant Amount: ..... \$469,888

Matching Funds: ..... \$161,874

Total Project: ..... \$631,762

Evaluate native perennial grass species for their ability to establish viable stands along the margins of farm fields affected



Dairy farm in Pennsylvania

by saltwater intrusion and increase wetland habitat to support wintering American black duck. Project will create complete maps of areas in Somerset and Dorchester counties Maryland to identify priority areas at risk of saltwater intrusion and areas for tidal wetland habitat creation, and also implement wetland restoration projects on 32 acres of farmland.

#### **Hopewell Stormwater Green Infrastructure (VA)**

Grantee: City of Hopewell, Virginia

Grant Amount: ..... \$500,000

Matching Funds: ..... \$166,500

Total Project: ..... \$666,500

Implement a stormwater green infrastructure project, including the stabilization of three storm drain outfall channels that convey stormwater down the highly erodible escarpment between the developed areas of the city and the James and Appomattox river floodplains. Project will provide a significant reduction in stormwater pollutant load to the Appomattox River, specifically two outfalls located in the Ashton Creek-Appomattox River Priority Subwatershed.

#### **Accelerating Farm Stewardship Forested Buffers and Best Management Practices Implementation (PA)**

Grantee: Stroud Water Research Center

Grant Amount: ..... \$499,920

Matching Funds: ..... \$802,381

Total Project: ..... \$1,302,301

Build on Farm Stewardship Program success and add new emphases on implementing agricultural best management practices while bringing along much-needed forested buffers.

(continued)

Project will accelerate the rate of best management practices implementation, incentivize the inclusion of forested buffers that earn vouchers to pay for planning and implementation, and focus efforts in existing or emerging clusters of conservation so that research can help document the recovery of stream health.

#### **Rappahannock-Rapidan Urban Green Stormwater Infrastructure Implementation (VA)**

Grantee: Rappahannock-Rapidan Regional Commission  
 Grant Amount: .....\$301,227  
 Matching Funds: .....\$345,568  
 Total Project: .....\$646,795  
 Install three urban stormwater green infrastructure projects at or adjacent to two schools in Fauquier County, and use to conduct outreach and education in the school district. Improve participation in the Virginia Conservation Assistance Program in Fauquier County by providing program outreach and cost-share matching funds for a minimum of five BMP projects, and develop a GIS-based prioritization to guide future implementation in the Rappahannock-Rapidan Region.

#### **Healthy Streams Farm Stewardship: Chesapeake Loggerch Initiative (MD, PA)**

Grantee: Alliance for the Chesapeake Bay  
 Grant Amount: .....\$487,837  
 Matching Funds: .....\$469,000  
 Total Project: .....\$956,837  
 Develop and pilot a conservation incentive program that accelerates the adoption and establishment of riparian forest buffers by agricultural producers in the Susquehanna Basin of York County, Pennsylvania and Cecil and Harford counties in Maryland. Project will multiply the amount of implementation of agricultural best management practices, restore 160 acres of riparian forest habitat, and improve the in-stream habitat and passage specifically for the threatened Chesapeake loggerch.

#### **Support for a Successful Transition to Rotational Grazing (PA)**

Grantee: Capital Resource Conservation and Development Area Council  
 Grant Amount: .....\$406,224  
 Matching Funds: .....\$275,000  
 Total Project: .....\$681,224  
 Support the transition of up to 1,000 acres of crop land and unmanaged pasture to a rotational grazing system, including cost-share for grazing infrastructure and technical assistance to ensure the successful implementation of the funded grazing projects. Project will complement work being conducted in the Chesapeake Bay Watershed to promote rotational grazing and soil health, including the Mountains to Bay Grazing Alliance and the Pennsylvania Soil Health Coalition.

#### **Glenmont Forest Green Streets Water Quality Restoration (MD)**

Grantee: Montgomery County Department of Environmental Protection  
 Grant Amount: .....\$500,000  
 Matching Funds: .....\$1,656,995  
 Total Project: .....\$2,156,995  
 Construct a community-wide green street project in Silver Spring, Maryland with 67 rain gardens, bioretention gardens, and tree box filters to improve water quality. Project will work in collaboration with Rock Creek Conservancy, and the green infrastructure implemented will educate and engage the community while reducing 133 pounds of nitrogen, 20 pounds of phosphorous, and 35 tons of sediment pollution annually to Rock Creek, the Potomac River, and the Chesapeake Bay.

#### **Glen Stream Restoration (VA)**

Grantee: Lewis Ginter Botanical Garden  
 Grant Amount: .....\$94,154  
 Matching Funds: .....\$389,825  
 Total Project: .....\$483,979  
 Improve 550 feet of stream, reducing erosion and maximizing site porosity by implementing intentional use of vegetation which will increase plant, soil and water interaction, leveraging natural ability to absorb the particulate matter and excess nutrients that flow from the manmade landscape. Project will restore natural drainage patterns and water table levels, and the project will offer educational experiences for more than 450,000 visitors a year.

#### **Turkey Hill Clean Water Partnership: Continued Momentum for Market-Driven Conservation Action (PA)**

Grantee: Alliance for the Chesapeake Bay  
 Grant Amount: .....\$500,000  
 Matching Funds: .....\$500,000  
 Total Project: .....\$1,000,000  
 Work collectively with Turkey Hill Dairy, the Alliance for the Chesapeake Bay and the Maryland and Virginia Milk Producers Cooperative Association to support the farmers that supply milk to Turkey Hill Dairy by installing conservation practices. Project will accelerate implementation and build momentum for the Turkey Hill Clean Water Partnership.

#### **Restoring the Octoraro Reservoir: Continued Plain Sect Conservation Action (PA)**

Grantee: Alliance for the Chesapeake Bay  
 Grant Amount: .....\$500,000  
 Matching Funds: .....\$502,500  
 Total Project: .....\$1,002,500  
 Achieve pollutant reductions in subwatersheds contributing to drinking water supplies in the Octoraro Creek Watershed through outreach and agricultural best management practices installation on Plain Sect farms. Project will prioritize farms and agricultural best management practices based on their nitrogen reduction potential, with implementation efforts being led by the Alliance for the Chesapeake Bay.

(continued)



Canada geese in the Chesapeake Bay

**Strengthening Stronghold Brook Trout Patches through Stream Restoration and Habitat Improvement (PA)**

Grantee: Trout Unlimited  
 Grant Amount: .....\$274,298  
 Matching Funds: .....\$167,632  
 Total Project: .....\$441,930

Complete 10 high priority habitat restoration projects and 20 new technical assistance projects located within eastern brook trout stronghold patches in three geographic focus areas in the Chesapeake Bay watershed of Pennsylvania. Project will select focal geographies considering existing partnerships, ownership, access, and presence of both stronghold and persistent eastern brook trout patches.

**Bringing the Lynnhaven River Oyster Population to Restored Status (VA)**

Grantee: Chesapeake Bay Foundation  
 Grant Amount: .....\$490,372  
 Matching Funds: .....\$165,302  
 Total Project: .....\$655,674

Deliver a comprehensive oyster restoration project in the Lynnhaven River that will enhance the population of native eastern oysters and engage the watershed community on oyster restoration projects. Project will establish 7 acres of new oyster reef and place 15 million baby oysters within the river, which are estimated to remove 335 pounds of nitrogen and 67 pounds of phosphorus from the Lynnhaven River.

**Collaborative Conservation and Brook Trout Restoration in the Cacapon Watershed (WV)**

Grantee: Cacapon & Lost Rivers Land Trust  
 Grant Amount: .....\$350,630  
 Matching Funds: .....\$350,630  
 Total Project: .....\$701,260

Conserve high-quality riparian corridors through conservation easements and improve brook trout habitat. Project will convene the Cacapon Watershed Collaborative

to identify shared goals of watershed partners and build capacity for increased land protection and ecologically sustainable land management, and behavior change research will be conducted to learn effective strategies for engaging landowners in stewardship.

**Greening Southside Richmond (VA)**

Grantee: Chesapeake Bay Foundation  
 Grant Amount: .....\$227,467  
 Matching Funds: .....\$82,080  
 Total Project: .....\$309,547

Improve water quality in Little Westham, Almond, Proctors, and Falling creeks located in Southside Richmond, Virginia by reducing impervious surfaces and managed turf, planting 250 trees on municipal property, and installing green infrastructure projects to retain and treat polluted runoff. Project will work with Richmond’s Office of Sustainability to identify areas where green infrastructure projects are most needed to reduce heat stress and improve health outcomes for communities.

**Delmarva Working and Natural Lands Conservation and Restoration (MD)**

Grantee: Lower Shore Land Trust  
 Grant Amount: .....\$194,636  
 Matching Funds: .....\$428,609  
 Total Project: .....\$623,245

Develop a Delmarva Rural Lands Working Group and Tri-County Forest Conservation Program to assess, prioritize, and implement restoration and conservation projects in the Chesapeake Bay portion of the lower Delmarva Peninsula in Maryland. Project will lead to healthy riparian forests, improved water quality, and restored wetland habitat, benefiting American black duck, and other terrestrial and aquatic living resources.

### Restoring, Enhancing, and Expanding Brook Trout Patch Strongholds in Thorn Creek (WV)

Grantee: Trout Unlimited

Grant Amount: .....\$476,470  
 Matching Funds: .....\$473,272  
 Total Project: .....\$949,742

Restore riparian buffers, in-stream habitat, eroding stream banks and aquatic organism passage within the Thorn Creek watershed and the Upper South Branch of the Potomac to the benefit of water quality, local agricultural producers, and brook trout strongholds. Project will result in the completion of restoration efforts to enhance a brook trout stronghold, the expansion of such efforts into the Upper South Branch of the Potomac, and the documentation of additional un-assessed brook trout patches.

### Wylie Brook Aquatic Passage Connectivity Project (NY)

Grantee: Trout Unlimited

Grant Amount: .....\$171,118  
 Matching Funds: .....\$143,000  
 Total Project: .....\$314,118

Replace three undersized culverts that are a barrier for brook trout, which will reconnect more than 7 miles of habitat for brook trout in the watershed. Project will build a partnership between Trout Unlimited, the U.S. Fish and Wildlife Service, the state Department of Environmental Conservation and the local township of Coventry, New York, and enhance the eastern brook trout population stronghold.

### Implementation of Agricultural Best Management Practices in Salisbury Township (PA)

Grantee: Lancaster Farmland Trust

Grant Amount: .....\$494,347  
 Matching Funds: .....\$186,900  
 Total Project: .....\$681,247

Reduce nitrogen, phosphorus, and sediment pollution flowing from Salisbury Township farms to the Chesapeake Bay, specifically in the Pequea Creek Watershed. Project will expand on an existing, innovative initiative in Salisbury Township to drive the agricultural community toward environmental compliance and sustainability and result in best management practices implemented on five farms in the Pequea Creek Watershed, and contribute to the completion of two whole-stream restoration efforts.

### Enhancing Community Partnerships for Restoration of the Anacostia River Corridor (DC)

Grantee: Department of Energy and Environment

Grant Amount: .....\$500,000  
 Matching Funds: .....\$500,000  
 Total Project: .....\$1,000,000

Restore freshwater tidal habitat in the Anacostia River. Project will lead to the creation of one comprehensive restoration plan and restoration of 10 acres of tidal wetland for American black duck and water quality improvements.



Tidal flat on the Chesapeake Bay

### Demonstrating Sustainable Farm Operations at the Augusta County Correctional Center (VA)

Grantee: Headwaters Soil and Water Conservation District

Grant Amount: .....\$238,024  
 Matching Funds: .....\$351,600  
 Total Project: .....\$589,624

Install 5 miles of stream fencing, improve 350 acres of livestock pasture management, and establish 35 acres of riparian grass buffers and 16 acres of riparian forest buffers on an agriculture operation at the Augusta County Correctional Center. Project will improve sustainability of the farm operation and advance measurable progress toward the Little Calf pasture River local Total Maximum Daily Load for sediment and Virginia's Phase III Watershed Implementation Plan.

### Establishing an Poultry Litter Matching Service for a Cleaner Bay and Healthy Farms (DE, MD, PA)

Grantee: Delmarva Poultry Industry

Grant Amount: .....\$49,890  
 Matching Funds: .....\$10,018  
 Total Project: .....\$59,908

Develop an online poultry litter matching tool to connect producers with excess litter to improve crop growth and soil health. Project will support the implementation of Maryland's Phosphorus Management Tool (PMT) and Phase 3 Watershed Implementation Plans across Delmarva, thereby helping to meet regional water quality and healthy watershed goals.

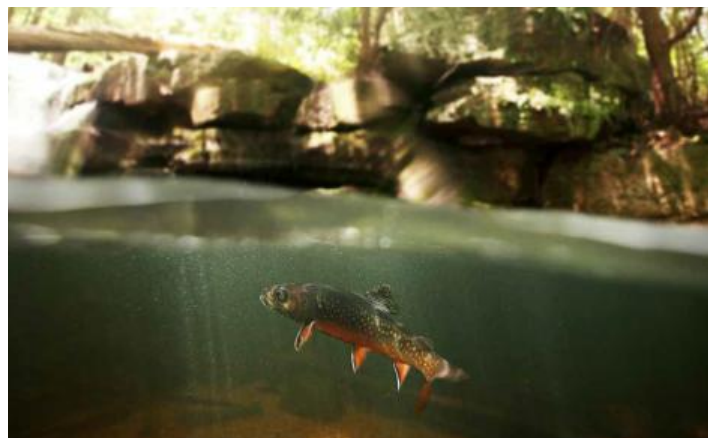
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### Restoration of the Eastern Oyster in the Eastern Branch of the Lynnhaven River (VA)

Grantee: Lynnhaven River Now

Grant Amount: .....\$500,000  
 Matching Funds: .....\$564,220  
 Total Project: .....\$1,064,220

Restore oyster reefs in the Eastern Branch of the Lynnhaven River in Virginia Beach, Virginia. Project will remove approximately 1,626 pounds of nitrogen a year through denitrification and 2,541 pounds of nitrogen storage in the shells and bodies of oysters and reef fauna, an additional 60 acres reef habitat target in the Lynnhaven, resulting in removal of 32,520 pounds of nitrogen a year through denitrification and 50,820 pounds of nitrogen storage.



Brook trout

### Restoring Two Key Tributaries in the Elizabeth River (VA)

Grantee: The Elizabeth River Project

Grant Amount: .....\$499,168  
 Matching Funds: .....\$500,000  
 Total Project: .....\$999,168

Work with Norfolk, three universities and citizens and businesses to restore urban water quality, oysters and wetlands in two key tributaries to the Elizabeth River. Project will achieve a sub-watershed management plan for Knitting Mill Creek and construction of catalyst projects including a living shoreline, oyster reef, rain gardens and other green infrastructure to be open to the public at a new Resilience Learning Park.

### Fleets Branch Stream Restoration (VA)

Grantee: City of Petersburg

Grant Amount: .....\$500,000  
 Matching Funds: .....\$950,000  
 Total Project: .....\$1,450,000

Implement a shovel-ready, cost effective stream restoration project. Project will complete phase 2 of a 2,027-linear-foot restoration of Fleets Branch that has already been designed, the first half of which is presently under construction.

### SMALL WATERSHED PLANNING AND TECHNICAL ASSISTANCE GRANTS

#### Analyzing Impacts of Poultry Litter on Water Quality on Eastern Shore Freshwater Streams (VA)

Grantee: College of William and Mary, Virginia Institute of Marine Science

Grant Amount: .....\$49,310  
 Matching Funds: ..... N/A  
 Total Project: .....\$49,310

Investigate and expand freshwater stream assessments on the Eastern Shore of Virginia, specifically Chesapeake Bay drainages in Accomack and Northampton counties. Project will examine freshwater stream nutrient levels to identify water quality impairments from poultry operations via stormwater runoff using estimates of land cover in the drainage areas including variables such as the presence and distance of poultry operations, agricultural fields, residential housing, forest, and swamps.

#### Municipal Urban Forestry Needs Analysis and Pilot Projects for Prince George's County (MD)

Grantee: The Neighborhood Design Center

Grant Amount: .....\$49,301  
 Matching Funds: .....\$15,000  
 Total Project: .....\$64,301

Conduct an urban forestry needs analysis for municipalities in Prince George's County. Project will survey urban forest managers to assess their current urban forest status and identify opportunities to provide planning and technical assistance for managing public trees, and will also assist the Town of Forest Heights and the City of New Carrollton to assess and manage their public trees.

#### Retrofitting Businesses and Industrial Properties (VA)

Grantee: Hampton Roads Planning District Commission

Grant Amount: .....\$50,000  
 Matching Funds: ..... N/A  
 Total Project: .....\$50,000

Identify large-scale private industrial and business sites willing to improve water quality and provide flood protection with green infrastructure and implementation of BMPs. Project will identify 10-12 business or industries that will implement BMPs in the private sector; develop a list of design concepts, budgets, and funding solutions for future implementation; and identify barriers and provide incentives for reporting nutrient credits for the Bay total maximum daily load.

#### Old Love Point Park Stream and Park Restoration (MD)

Grantee: Shorerivers

Grant Amount: .....\$50,000  
 Matching Funds: .....\$20,000  
 Total Project: .....\$70,000

Produce a comprehensive stream restoration design that incorporates new stormwater practices within the park, wetland areas adjacent to the stream restoration, and a stream restoration design that will complement both the new stormwater and wetland areas. Project will design approximately 1,500 linear feet of stream restoration, 2 to 3 acres of wetlands/floodplains, and two to three bioretentions.

(continued)

### **Improving the Delivery of Outreach and Technical Assistance for Implementation in York County (PA)**

Grantee: York County Planning Commission

Grant Amount: ..... \$50,000

Matching Funds: ..... N/A

Total Project: ..... \$50,000

Complete groundwork for a successful messaging campaign, a coalition with broader and more diverse representation, and reported implementation of water quality best management practices. Project will develop a Countywide Action Plan messaging strategy to effectively educate the community, expand the capacity of the York County Coalition for Clean Waters, a key partner in Countywide Action Plan implementation efforts, and embark on a long-term clean water messaging campaign.

### **Little Chiques Park Stream Bank Restoration and Green Infrastructure Master Plan (PA)**

Grantee: Mount Joy Borough

Grant Amount: ..... \$50,000

Matching Funds: ..... \$65,000

Total Project: ..... \$115,000

Design and permit an approximately 5,000-linear-foot stream segment of Little Chiques Creek, located within the bounds of Little Chiques Park situated in Mount Joy, Pennsylvania. Project will plan to improve drainage patterns within the park as they impact the stream corridor and cause uncontrolled flooding within the park, and will improve public access to the creek for fishing and other recreation purposes.

### **Identifying, Prioritizing, and Incentivizing Marsh Management Actions in the Chesapeake Bay (MD, VA)**

Grantee: The Nature Conservancy

Grant Amount: ..... \$49,699

Matching Funds: ..... N/A

Total Project: ..... \$49,699

Develop a marsh management action decision support tool and resilience credit targeting parameters, plus streamline and enhance the effectiveness of marsh management actions and make funding opportunities more accessible for tidal marsh conservation practitioners throughout the Chesapeake Bay. Project will evaluate the climatic and human pressures that are degrading tidal marsh habitats within a holistic context that weighs inputs, actions, and outcomes to determine best management practices.

### **Modelling an Approach to Greening Gray Infrastructure (MD)**

Grantee: National Wildlife Federation

Grant Amount: ..... \$50,000

Matching Funds: ..... \$38,101

Total Project: ..... \$88,101

Conduct studies of offshore breakwaters in the Choptank River and complete engineered designs incorporating original structures with oyster castles and oyster spat on identified sites, including Bill Burton Fishing Piers State Park and Horne Bay along Horn Point Laboratory's campus. Project will develop oyster retrofit designs that will create complex



American black duck

fish and shellfish habitat and provide enhanced, measurable nutrient and sediment reduction benefits when implemented.

### **Bradford County Accelerated Watershed Implementation Plan Development (PA)**

Grantee: Bradford County Conservation District

Grant Amount: ..... \$49,986

Matching Funds: ..... \$5,000

Total Project: ..... \$54,986

Accelerate planning of Bradford County's Watershed Implementation Plan in three phases of operation: stream rehabilitation, agricultural management, and stream crossing replacement. Project will address resource gaps in project implementation utilizing Bradford County's database of planning needs resulting from landowner and/or municipal assistance requests.

### **Development of Stormwater Management Strategies in the Nanticoke River Watershed (DE)**

Grantee: Nanticoke Watershed Alliance

Grant Amount: ..... \$49,978

Matching Funds: ..... N/A

Total Project: ..... \$49,978

Develop a stormwater management strategy for regulated and unregulated communities to meet Delaware's Chesapeake Bay Phase III Watershed Implementation Plan goals in the Nanticoke River watershed. Project will begin implementation of the top three priorities: maximize existing water quality opportunities and investments; reinvigorate water quality project convening and coordination; and improve ditch management for water quality benefits.

(continued)

### Wyoming Valley Chesapeake Bay Tributary Field Assessments and Monitoring (PA)

Grantee: Eastern Pennsylvania Coalition for Abandoned Mine Reclamation

Grant Amount: ..... \$50,000  
 Matching Funds: ..... \$18,000  
 Total Project: ..... \$68,000

Conduct field assessments and monitoring of various streamside conditions and structural impediments to aquatic organism passage at culverts throughout the targeted supporting municipalities with a focus on Sugar Notch Run, Solomon, Warrior, Nanticoke, and Newport creeks, along the Susquehanna River in the Wyoming Valley, Luzerne County. Project will communicate and recommend to partners, projects for future improvements and best management practices.

### Greater Baybrook Green Infrastructure Master Plan (MD)

Grantee: Greater Baybrook Alliance

Grant Amount: ..... \$49,788  
 Matching Funds: ..... \$75,000  
 Total Project: ..... \$124,788

Develop a green infrastructure master plan that will create a network of green hubs and corridors and related programming and jobs. Project will build upon a green infrastructure concept plan, conducted by the American Planning Association, for the Brooklyn community and is identified as a high priority in the 2016 Greater Baybrook Vision and Action Plan, the communities' master plan.

### Monitoring Water Quality and Health of the Wicomico River (MD)

Grantee: Wicomico Environmental Trust

Grant Amount: ..... \$50,000  
 Matching Funds: ..... \$235,000  
 Total Project: ..... \$285,000

Recruit volunteers to monitor the waters of the Wicomico River and its tributaries on Maryland's Lower Eastern Shore to collect and develop objective, scientifically credible water quality data. Project will train volunteers to collect water samples and record site conditions, assess samples water clarity, total nitrogen and phosphorus, chlorophyll a, and bacteria, and conduct scientific analysis by trained scientists before results are delivered to the public.

### Preserving Open Space and Protecting Vulnerable Habitat (VA)

Grantee: Capital Region Land Conservancy

Grant Amount: ..... \$50,000  
 Matching Funds: ..... \$27,000  
 Total Project: ..... \$77,000

Develop a strategy for the city of Richmond to identify and protect additional lands that improve the health and function of tributaries, improve habitat and establish wildlife corridors, while also creating public access. Project will



Great egret on an oyster bed

include significant community outreach and engagement to improve public participation in the location and design of habitat restoration, and outcomes will include one implementation plan that includes prioritization of 10 parcels.

### Roberts Field Restoration (MD)

Grantee: Carroll County Government - Bureau of Resource Management

Grant Amount: ..... \$50,000  
 Matching Funds: ..... \$121,342  
 Total Project: ..... \$171,342

Engineer drawings to retrofit the Roberts Field existing wet pond stormwater management facility with a drainage area of 47 acres, 21 of which are impervious, to an innovative wet pond and submerged gravel wetland facility and create 900 linear feet of restored stream. Project will lead to improved water quality, provide additional natural habitat, reduce thermal impacts, and maintain the community amenity at the headwaters for Piney Run, a Use Class III cold water trout stream.

### River Herring Habitat Assessment for Oxon Run and Lower Beaverdam Creek (DC, MD)

Grantee: Metropolitan Washington Council of Governments

Grant Amount: ..... \$49,805  
 Matching Funds: ..... \$12,601  
 Total Project: ..... \$62,406

Evaluate river herring habitats upstream and downstream of the fish blockages and propose structures to provide passage for these blockages, monitor for the strength of river herring, and provide a brief study informational plan. The project will restore river herring access and use of high quality migratory stream habitat and provide capacity and planning

(continued)

information for Prince George's County Department of the Environments and District of Columbia Department of Energy and Environment.

#### **Little Beaver Creek Stream and Riparian Buffer Restoration (PA)**

Grantee: Alliance for the Chesapeake Bay

Grant Amount: ..... \$49,998

Matching Funds: ..... N/A

Total Project: ..... \$49,998

Conduct initial feasibility analysis and planning efforts on the highly eroded streambanks of 1,275 foot segment of Little Beaver Creek, which runs through farm property owned in Strasburg Township, Lancaster County, Pennsylvania.

Project will result in a report which will outline project scope, permitting requirements, and estimated project costs which will address streambank erosion.

#### **Maryland State Fairgrounds Green Infrastructure Planning and Design**

Grantee: Center for Watershed Protection

Grant Amount: ..... \$49,476

Matching Funds: ..... N/A

Total Project: ..... \$49,476

Provide technical and coordination assistance to the Maryland State Fair and its many partners to advance high-profile green infrastructure projects and facilitate improved Fairgrounds operations. Project will include a project site survey, geotechnical investigation, stormwater engineering design, project implementation planning and coordination, and capacity building for local residents.

#### **Bedford County Watershed Action Plan Development (PA)**

Grantee: Bedford County Conservation District

Grant Amount: ..... \$47,000

Matching Funds: ..... \$6,400

Total Project: ..... \$53,400

Conduct sub-watershed assessments of Spicer Brook, Cumberland Valley Run, Beavercreek and their related tributaries in Lebanon County to determine excessive sources of nutrients and sediment and provide recommendations for restoration or improvements with the goal of identifying best management practices for implementation. Project will deliver Watershed Action Plans that will identify priority restoration sites and the associated concept master plans for those sites.

#### **Hickory Ridge Walkable Watershed Concept Plan Development for the Patuxent River Watershed (MD)**

Grantee: Community Ecology Institute

Grant Amount: ..... \$49,949

Matching Funds: ..... \$23,500

Total Project: ..... \$73,449

Address stormwater management that brings key stakeholders and members of the community together with planners to develop a shared vision and set of

priorities. Project will be a community-based concept plan that includes a network of stormwater management opportunity sites that focus on Patuxent River and Chesapeake Bay watershed restoration goals to address flooding and stormwater runoff, nutrient and sediment reduction, improving water quality, and improving access to community amenities.

#### **Expanding Growing Native Tree Initiative (MD, VA)**

Grantee: The Potomac Conservancy

Grant Amount: ..... \$47,518

Matching Funds: ..... N/A

Total Project: ..... \$47,518

Expand the Growing Native program by building a regional coalition of stakeholders to connect disparate native tree planting efforts in the Potomac Watershed and build a network of volunteers increasing the number of native seeds collected and market existing native tree planting opportunities. Project will convene the coalition, build a website that will consolidate community engagement opportunities, and expand seed collection drop off sites, nursery sites, and community-led seed events.

#### **Leggett's Creek Greenway Project (PA)**

Grantee: Lackawanna River Conservation Association

Grant Amount: ..... \$50,000

Matching Funds: ..... \$35,258

Total Project: ..... \$85,258

Address environmental issues caused by past anthracite coal mining activities and commercial and residential development within this sub-watershed which has resulted in a compromised ecosystem lacking in biodiversity. Project will mitigate erosion and sediment loading through the installation of bank stabilization measures, and storm water runoff management, and monitoring and management program will be established to ensure sustained project efficiency.

#### **Outfall and Gully Stabilization Project Design and Regional Pollutant Reduction Calculator (VA)**

Grantee: City of Hopewell, Virginia

Grant Amount: ..... \$34,100

Matching Funds: ..... N/A

Total Project: ..... \$34,100

Restore three severely eroding stormwater outfalls in the City of Hopewell, Virginia and develop standard design guidance and a pollutant reduction calculator to assist regional adoption of the newly approved Chesapeake Bay Program's Guidance for Crediting Outfall and Gully Stabilization Projects. Project will improve the water quality of local impaired waters and the Appomattox River and create a planning tool for evaluating and design that will be distributed to regional partners.



**SB-3**



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE:**

Small Business Recovery Program – Second Round

**ISSUE:** As a result of the second round of Coronavirus Relief funding distributed to the City of Hopewell, the Economic Development office would like to initiate a second round of 2020 Small Business Recovery Program funding for our small businesses.

**RECOMMENDATION:** Approve a second round of funding for the Small Business Recovery Program in the amount of \$500,000.

**TIMING:** Immediate.

**BACKGROUND:** On July 14, 2020, City Council appropriated \$500,000 for a Small Business Recovery Program out of the Coronavirus Relief funding received by the City of Hopewell. Since then, the City of Hopewell has received a second round of Coronavirus Relief funding. The Economic Development office is proposing that City Council appropriate another \$500,000 of funding to fund a second round of the Small Business Recovery Program.

This second round of funding would include more businesses by: increasing the maximum employee counts to 50 instead of 25, and include businesses who have been established and operational on or before March 17, 2020 instead of January 1, 2020. This round of funding would also increase the grant amounts awarded to each business.

Specific details on grant funding amounts and other information regarding the second round of funding can be found in the attached memo.

**SUMMARY:**

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Councilor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Mayor Jasmine Gore, Ward #4			

**ENCLOSED DOCUMENTS:**

- Small Business Recovery Program – Second Round Memo
- Small Business Recovery Program – Second Round Grant Application

**STAFF:**

- Charles Dane, Assistant City Manager
- Stacey English, Economic Development Specialist.

**FOR IN MEETING USE ONLY**

**MOTION:** \_\_\_\_\_

\_\_\_\_\_

**Roll Call**

**SUMMARY:**

- |                          |                          |                                    |
|--------------------------|--------------------------|------------------------------------|
| <b>Y</b>                 | <b>N</b>                 |                                    |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Debbie Randolph, Ward #1 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Arlene Holloway, Ward #2 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor John B. Partin, Ward #3  |
| <input type="checkbox"/> | <input type="checkbox"/> | Mayor Jasmine Gore, Ward #4        |

- |                          |                          |                                      |
|--------------------------|--------------------------|--------------------------------------|
| <b>Y</b>                 | <b>N</b>                 |                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5     |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6     |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor Patience Bennett, Ward #7 |



## ***Intergovernmental Memorandum***

To: City Council Members

From: Economic Development Office

Date: September 8, 2020

Re: Small Business Recovery Program – Second Round

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As a result of the second round of Coronavirus Relief funding distributed to the City of Hopewell, the Economic Development office would like to initiate a second round of 2020 Small Business Recovery Program funding. The first round of the Small Business Recovery Program was approved by council on July 14, 2020; and was launched on July 23, 2020. This second round of funding would be similar to the first round, with some minor changes that include:

- The maximum grant amount increases to \$10,000 instead of \$3,000.
- The maximum amount of employees increases to 50, instead of 25.
- Business must have been established and operational in Hopewell on or before March 17, 2020 (which we are earmarking as the start of the COVID-19 interruptions), instead of January 1, 2020.
- The grant amounts will increase to:
  - Businesses with 1-10 employees: up to \$5,000 instead of \$1,500 or \$3,000.
  - Businesses with 11-50 employees: up to \$10,000, instead of \$3,000.

Businesses who have already applied for and been approved for the first round of funding need not apply again. The city of Hopewell will automatically process a check for the difference of their qualified amount of grant funding and send to the business. For example, a business who initially received a grant payment for \$1,500 will receive another check for \$3,500 to equal the new \$5,000 amount. These businesses will be notified by September 25, 2020 regarding their additional grant funding.

The application will open on Monday, September 21<sup>st</sup> and close on Friday, December 4<sup>th</sup>. This will allow city staff to have time to process all of the grant payments, and have the funds disbursed before December 31, 2020.

The Economic Development office plans to distribute the application via social media, email, the city's website, the City Manager's weekly update, the Hopewell Happenings newsletter, a media release and a USPS mailing of the application to businesses with a registered business license.

Previously, City Council allocated \$500,000 to the Small Business Recovery Grant Program. We anticipate another allocation because of the second round of Coronavirus Relief funding that the City of Hopewell recently received. We expect the total program's budget to increase to between \$800,000 and \$1,000,000. It is our hope that by expanding the eligibility criteria we can reach more businesses.

As of September 4<sup>th</sup>, the City has disbursed \$81,000 to 38 businesses under this program. With the increase in funding, we will distribute \$139,000 to the businesses who have already applied. This will mean that the program will have spent \$220,000 of the allocated funding, leaving \$780,000 for new applicants (if the additional \$500,000 is allocated).



# City of Hopewell

## COVID-19 Small Business Recovery Program

### Second Round

#### **Grant Program:**

The City of Hopewell is launching the “City of Hopewell COVID-19 Small Business Recovery Program” to support Hopewell small businesses who have been affected by COVID-19. Grant funds are limited. Once the allocated funds are distributed, there is no guarantee of additional funding from City Council for this program. The maximum grant amount is \$10,000, to provide immediate relief to small businesses who have lost income due to COVID-19 and to prepare for reopening under the CDC and State of Virginia guidelines.

During the application process, applicants will have to demonstrate that they were operational as of March 17, 2020, that they are an eligible City of Hopewell business, and that they are suffering negative impacts from COVID-19.

The application process starts on Monday, September 20, 2020 and ends Friday, December 4, 2020 at 5pm. Grants will be awarded based on timely, complete applications. Applications will be numbered and tracked as they come in. If funding for this program runs out before December 4<sup>th</sup> at 5pm, there is no guarantee of additional funding for the program.

#### **Grant Eligibility (All businesses must meet these criteria to be eligible for a grant):**

- Businesses must possess a valid City of Hopewell business license.
- All Hopewell small businesses with 50 employees or less (national chain and/or nationally franchised locations are not eligible).
- Businesses must have been established and operational in Hopewell on or before March 17, 2020.
- Business must be in good standing with city taxes and city sewer and refuse payments, or on an active payment plan.
- Must be a for-profit business.
- Not a publicly traded company.
- Business must have a physical presence within the City of Hopewell.

### Grant Evaluation:

- Grants will be awarded to the majority business owner only.
- Grants will be awarded based on timely, complete applications. Applications will be numbered and tracked as they come in.
- Total grant funds available for each award will not exceed \$10,000.
- Grant amounts vary by size of business, based on number of employees (documented by payroll statements and federal employment records):
  - Businesses with 1-10 employees: up to \$5,000
  - Businesses with 11-50 employees: up to \$10,000
- ***Businesses who have already applied for and been approved for the first round of funding need not apply again. The city of Hopewell will automatically process a check for the difference of grant funding and send to the business. For example, a business who initially received a grant payment for \$1,500 will receive another check for \$3,500 to equal the new \$5,000 amount. Businesses will be notified by September 25, 2020 regarding their additional grant funding.***
- Funds must be used for operational capital to assist the business in sustaining operations such as payroll, utilities, inventory, rent, and business mortgage.
- Grant recipients will be determined eligible by the City Manager's Office, the Treasurer's office and the Commissioner of the Revenue's office. Grants will be issued by the City of Hopewell.
- Grant funds will be made payable to the business name as listed on IRS Form W-9.
- All applications and materials submitted will be public records and subject to the Freedom of Information Act (FOIA). Documents identified as propriety (i.e. tax returns, social security numbers, financial documents, etc) are exempt under FOIA.
- Application for the grant constitutes an unconditional agreement to and acceptance of the Terms and Conditions. The Applicant is responsible for ensuring his or her familiarity with the Terms and Conditions.
- By submitting an application, the Applicant certifies that it is not under any agreement or restriction that prohibits or restricts its ability to disclose or submit the materials included in the application or otherwise to apply for a grant.
- Applicants acknowledge and agree that the Applicant's business name can be used by the City in the promotion of the grant program and may be displayed publicly showcasing selected businesses.

### Grant Submittal:

- Please fill out the online form completely, OR
- Please email grant applications to Stacey English, at [senglish@hopewellva.gov](mailto:senglish@hopewellva.gov) AND Debbie Pershing, at [dpershing@hopewellva.gov](mailto:dpershing@hopewellva.gov), OR
- Grant applications can also be dropped off at City Hall. Please call (804) 541-2243 and ask for Stacey English or Debbie Pershing to arrange drop-off.

**Grant Application:**

Application Checklist (Please include the following documentation):

- Copy of the payroll statement nearest March 17, 2020.
- Copy of most recent payroll statement.
- Copy of Hopewell Business License.
- Copy of the business’s IRS Form W-9.

Business Information

Legal Business Name as listed on IRS Form W-9: \_\_\_\_\_

DBA: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Years of Operation in Hopewell: \_\_\_\_\_

Business Email: \_\_\_\_\_

Website: \_\_\_\_\_

Federal Tax ID# (EIN): \_\_\_\_\_

Description of Business: \_\_\_\_\_

Ownership Information: Complete this section for the majority business owner.

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Application Questionnaire: Program eligibility is limited to those businesses that meet the following qualifications:

1. Has the business established & operational in Hopewell since March 17, 2020? \_\_\_\_\_
2. Total number of employees prior to March 17, 2020: \_\_\_\_\_
3. Total number of employees currently: \_\_\_\_\_
4. Total number of employees you plan to keep moving forward: \_\_\_\_\_
5. Total number of employees either laid-off or furloughed as a result of COVID-19: \_\_\_\_\_

\_\_\_\_\_



Statement Narrative: Please attach your answers to these questions if you need more space.

- Identify how you plan to continue employment of all or certain employees and the type of positions being retained in comparison to pre COVID-19 disruption.

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- Detail how you plan to use the grant funds to continue business operations

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Application Understanding: Each applicant must initial the following statements to indicate that they understand and agree to the following conditions and certifications:

- I certify and attest that I am the majority owner of this business. \_\_\_\_\_
- I acknowledge that this completed and signed application is only an application for the City of Hopewell COVID-19 Small Business Recovery Program expressed herein.  
\_\_\_\_\_
- This application, even if favorably received does not constitute a commitment on the part of the City to extend grant funds. \_\_\_\_\_
- I agree to notify the City immediately in writing if any of the information contained in this application materially changes in any respect. \_\_\_\_\_
- I agree to hold harmless and indemnify the City, and associated City employees against any claims, charges, suits, damages or other similar liability and to further waive any claims against the City, and associated City employees whether now existing or arising in the future regarding any damages, losses, liability, costs or expenses (including reasonable attorney fees) incurred and arising from this application.  
\_\_\_\_\_
- I understand that by submitting this application the City is under no obligation to approve and/or extend an assistance grant. \_\_\_\_\_
- I understand that a false certification or false statement on this application will subject the signatory and applicant to repayment of the grants funds and other penalties under the law.  
\_\_\_\_\_

### Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

Requestor's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶ \_\_\_\_\_

Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**SB-4**



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE: HOPEWELL CARES: Rent/Mortgage and Utility Assistance Program**

**ISSUE:** The City of Hopewell is launching a new program to assist low- and moderate-income Renters/Homeowners who have experienced financial hardship due to COVID -19. In partnership with Commonwealth Catholic Charities, this program will provide eligible households with short-term (no more than three months) assistance towards rent or mortgage and utility arrears since April 1, 2020. Assistance is provided up to one time for housing costs and one time for utility costs, and payments are made directly to the landlord, mortgage lender, and/or utility company.

**RECOMMENDATION:** At the City Council meeting on September 15, 2020, Staff request that Council review parameters, ask questions to provide clarity, and approve program to launch.

**TIMING:** City Council action is requested on September 15, 2020.

**BACKGROUND:** At the July 14, 2020 City Council meeting, funding was approved for the Rent/Mortgage and Utility Program, and the Homeless Emergency Housing Program. Catholic Commonwealth Charities, the Hopewell Department of Social Services, and the Department of Development have collaborated to create two programs that will benefit Hopewell residents experiencing financial hardship, and housing loss during the COVID-19 pandemic.

**FISCAL IMPACT:** Prevent homelessness and promote suitable living conditions for Hopewell residents.

**STAFF:** Tevya W. Griffin, Director of Development  
Chris Ward, Senior Planner

**SUMMARY:**

- |                          |                          |                                    |                          |                          |                                      |
|--------------------------|--------------------------|------------------------------------|--------------------------|--------------------------|--------------------------------------|
| <b>Y</b>                 | <b>N</b>                 |                                    | <b>Y</b>                 | <b>N</b>                 |                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Debbie Randolph, Ward #1 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5     |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Arlene Holloway, Ward #2 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6     |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor John B. Partin, Ward #3  | <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor Patience Bennett, Ward #7 |
| <input type="checkbox"/> | <input type="checkbox"/> | Mayor Jasmine Gore, Ward #4        |                          |                          |                                      |

**ATTACHMENTS:** Program documentation

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**SUMMARY:**

- Councilor Debbie Randolph, Ward #1
- Councilor Arlene Holloway, Ward #2
- Councilor John B. Partin, Ward #3
- Mayor Jasmine Gore, Ward #4

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Vice Mayor Patience Bennett, Ward #7



City of Hopewell is launching a new program to assist low-and moderate-income Renters /Homeowners who have experienced financial hardship due to COVID -19. In partnership with Commonwealth Catholic Charities, this program will provide eligible households with short-term (no more than three months) assistance towards rent or mortgage and utility arrears since April 1, 2020. Assistance is provided up to one time for housing costs and one time for utility costs, and payments are made directly to the landlord, mortgage lender, and/or utility company.

**Eligibility Requirements for Assistance Program:**

A household’s gross annual income **cannot exceed 80% of the Area Median Income (AMI)**, adjusted for family sizes, as established by the U.S. Department of Housing and Urban Development (HUD), at the time of application (See chart below).

# of Persons in Household	1	2	3	4	5	6	7	8
<b>80% of AMI</b>	\$50,050	\$57,200	\$64,350	\$71,500	\$77,250	\$82,950	\$88,700	\$94,400

**Monthly Gross Income Breakdown**

# of Persons in Household	1	2	3	4	5	6	7	8
<b>80% of AMI</b>	\$4,170	\$4,766	\$5,363	\$5,958	\$6,437	\$6,913	\$7,392	\$7,867

Applicant must have lease, mortgage, or utility bill in their name. Applicants who do not have a written lease agreement will not be approved for assistance. In addition, the assistance is provided to a household. Multiple individuals within a household cannot be assisted.

The applicant’s inability to pay their rent/mortgage or utilities must be due to the impact of COVID-19 that resulted in loss of job or significant reduction in work hours, or unemployment that occurred after March 1, 2020.

The property must be in Hopewell and be the applicant’s primary residence.

If unemployed, the applicant must have applied for, or be in the process of applying for unemployment benefits and must be able to provide supporting documentation.

**Assistance is available for:**

- Up to 3 months of rent or mortgage arrears (principal and interest only)
- Up to 3 months of utility (electricity, gas, water) arrears

Ineligible expenses:

- Phone, cable, internet service
- Taxes and insurance
- Late fees & court costs (if applicable)

**How to Apply,**

To start the application process, Hopewell residents can **email:** [hopewell.cares@cccova.org](mailto:hopewell.cares@cccova.org) or call 804.215.1107 to be screened for eligibility and be connected to one of CCC's financial counselors for assistance.

**COVID-19 Relief Program**

Please take a moment to review the following information:

*Program Overview:*

- This is a short-term program designed to support housing stability during the Coronavirus pandemic and prevent eviction /foreclosure from your primary residence.
- We will use various strategies to identify supports and resources to alleviate the immediate crisis and develop a plan to maintain housing.
- A payment plan with your landlord, mortgage lender, may be required for some of your arrears and associated fees.

*Program Requirements:*

- You must have a valid lease, mortgage, or other documentation
- You must have a rent or mortgage amount that is less than 150% of the Fair Market Rate
- You must have experienced a loss of income due to the Coronavirus pandemic
- Households under 50% of the Area Median Income are prioritized, but all households with a gross income below 80% of the Area Median Income may be eligible.
- Documentation of Income and certification of loss from Coronavirus is required

*Services Available:*

- Assistance with developing a plan to solve the housing crisis and prevent future episodes of housing instability
- Negotiation /mediation with entity to remain in existing housing
- When appropriate, referrals to other programs that specialize in employment, housing counseling, credit repair and money management.

# Hopewell Cares COVID -19 Intake Process



Client is in Crisis: Covid 19 related  
Late on Rent/Mortgage  
Utilities

**Contact :**  
804-215-1107

**Email:**  
hopewell.cares@cccovfa.org

**Coordinator will:**  
Complete Intake Application  
Assign to counselor

**Counselor will:**  
Review Application for Eligibility  
Verify no additional funding has been received  
Schedule appointment with Client  
Approve / Deny Assistance

**Client is approved:**  
Payment up to 3 months will be sent to vendor on client's behalf

Client will receive credit counseling to help stabilize situation.

Referrals for services if needed ie. Employment

File Closed

**Client is denied:**  
Client notified  
Appeal process explained

Housing Counseling to help identify other possible assistance options in the community  
File Closed



Total Budget	Category	Amount	Declining Budget Balance
\$ 233,468.00			
	Admin @20%	\$ 46,693.60	\$ 186,774.40
	Rental assistance	\$ 85,950.00	\$ 100,824.40 average rent 895.00 = \$2,685.00 for each client x 30 clients
	Utility Assistance	\$ 56,250.00	\$ 44,574.40 average utility 250.00 x3 =750.00 per client x 75 clients
	Mortgage Assistance	\$ 42,900.00	\$ 1,674.40 average mortgage 1100.00x3 months for 13 clients

**Clients to be served**

Rental assistance	<b>32 clients will be served</b>	25%
Utility	<b>75 clients will be served</b>	64%
Mortgage	<b>13 clients will be served</b>	11%
	<b>120 total</b>	<b>100%</b>

**Commonwealth Catholic Charities (CCC) agrees to:**

- Provide access to housing and financial services regardless of race, color, religion, sex, national origin, elderliness, familial status or disability.
- Inform you of your rights and responsibilities to receive services and allow you to participate in all service decisions.
- Provide you with enough information during intake to make educated and informed choices about using agency services, including expectation, hours and rules of conduct.
- Allow the refusal of service, unless required by law, and inform you of any consequences of refusing service.
- Provide a comprehensive assessment of each individual financial condition including an appropriate action plan.
- Promptly address concerns initiated through the Dispute Resolution Process (explained below)

**As a client of CCC, I agree to:**

- Treat clients, staff and volunteers with dignity and respect
- Be an active participant in the services I receive, including the development of my action plan and to accept responsibility for my actions and choices
- Observe and follow program rules of conduct and behavior
- Submit requested information to my counselor in a timely manner
- Express dissatisfaction through a Complaint Resolution Process when issuing a complaint
- Arrive on time to scheduled class(es)

Commonwealth Catholic Charities is committed to assuring the privacy of individuals and/or families who have contacted us for assistance. We realize that the concerns you bring to the agency are highly personal in nature. We assure you that all personal information shared orally and/or in writing will be managed within ethical and legal considerations. Additionally, we want you to understand how we use the personal information we collect about you. Please carefully review this notice as it describes our policy regarding the collection and disclosure of your nonpublic, personal information.

**What is non-public, personal information?**

- Information that identifies an individual personally and is not otherwise publically available information (SSN, demographic data – race, ethnicity). This includes personal financial information such as credit history, income, employment history, financial assets, bank account information and financial debts.

**Personal information collected by CCC:**

- Information you provide on applications, forms, e-mail, or verbally
- Information about your transactions with us, our affiliates, or others
- Information we receive from your creditors or employment references
- Credit Reports

**Categories of information do we disclose and to whom?**

We may disclose the following personal information to financial service providers (such as companies providing home mortgages), Federal, State and nonprofit partners for program review, monitoring, auditing, research, and/or oversight purposes, and/or any other pre-authorized individual and/or organization. The types of information we disclose are as follows:

- Information you provide on applications/forms or other forms of communication. This information may include your name, address, Social Security number, employer, occupation, account numbers, assets, expenses and income.
- Information about your transactions with us, our affiliates, or others; such as your account balance, monthly payment, payment history and method of payment.
- Information we receive from consumer credit reporting agency such as your credit bureau reports, your credit and payment history, your credit scores, and/or your creditworthiness.
- We DO NOT sell or rent your personal information to any outside entity.
- We may share anonymous, aggregated case file information; but this information may not be disclosed in a manner that would personally identify you in any way. This is done in order to evaluate our program, gather valuable research information, and/or design future programs.
- We may also disclose personal information about you to third parties as permitted or required by law.

**How is your personal information secured?**

We restrict access to your nonpublic personal information to CCC employees who need to know that information in order to perform their housing counseling duties. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information; and we train our staff to safeguard client information and prevent unauthorized access, disclosure, or use.

**\*You must choose 1 option to either opt-out OR provide authorization to release, please do not sign in both areas\***

I acknowledge my typed signature acts as my written signature

**Opting out of certain disclosure**

You may direct CCC to not disclose your nonpublic personal information to third parties (other than disclosures made to project partners and those permitted by law).

However, if you choose to opt out; we will not be able to answer any questions from your creditors, which may limit CCC the ability to provide services. If you choose to opt-out, please sign under the "Opt-Out" clause. If you choose to release your information as stipulated in this Privacy Policy, sign under the "Authorization for Release" clause.

**OPT-OUT:**

I request that Commonwealth Catholic Charities, make no disclosure of my nonpublic personal information to third parties other than project partners and those permitted by law. By choosing this option, I understand that CCC will NOT be able to answer any questions from my creditors. I further understand that I may change my decision any time by contacting CCC.

Primary Applicant Name (PRINTED)	Signature	Date
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Co- Applicant Name (PRINTED)	Signature	Date
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**Authorization for Release:**

I hereby authorize Commonwealth Catholic Charities to verify my bank accounts, employment, outstanding debts, including any present or previous mortgage, to order a consumer credit report, and to make any other inquiries pertaining to my eligibility to participate and receive housing and financial counseling under the programs operated by CCC. You may make copies of this letter for distribution to any party with which I have a financial or credit relationship and that party treat such copy as an original.

Primary Applicant Name (PRINTED)	Signature	Date
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Co- Applicant Name (PRINTED)	Signature	Date
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**Credit Repair** (if applicable)

I understand it is my right to select my service providers and I under no obligation to utilize Commonwealth Catholic Charities housing and financial counseling services – specific to credit rehabilitation. Because this can pose a potential conflict of interest, CCC is unable to work concurrently with any credit repair companies in which there is a contractual agreement. Furthermore, I hold CCC harmless for any issues or outcomes stemming from the performance of the credit repair company. I further understand that I must terminate services with my current credit repair agency before CCC will begin credit services with me. Counselor may request proof of termination.

By signing below, I understand and agree to the terms and conditions stated above.

Primary Applicant Name (PRINTED)	Signature	Date
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Credit Repair Company		Service Start		Service End	
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**CONFLICT OF INTEREST STATEMENT**

I understand that while receiving any service from or working with CCC, whether receiving Housing and Financial Counseling or any form of education; often information on financial and credit management, loan products, service providers, affordable housing options, alternative service program and products may be explained and/or recommended by CCC staff or other service providers. I further understand that I am entitled to receive any and all of the above mentioned services, information and recommendations at the price described in the fee schedule. Payment for credit report(s) is expected in full at the time of session, in the form of debit/credit card, money order or certified check. I understand I am under no obligation to utilize any of these services, information or recommendations unless it is required bylaw.

**DISPUTE RESOLUTION PROCESS & FAIR HOUSING COMPLAINTS**

We are committed to providing fair, quality, professional services. However, if you are not satisfied with the services provided or if you believe your rights have been violated, we ask that you follow these steps:

- Step 1:            Try to resolve the issue with the staff member involved, giving him or her specific information about your complaint.
- Step 2:            If Step One is not possible or the issue is not resolved to your satisfaction, contact the Program Supervisor at 804-545-5931. CCC may request a meeting with you by phone or in person and/or seek information from staff person(s) involved. You will receive a response within 15 days.
- Step 3:            If your concern remains unresolved, you may appeal directly to the Program Director at 804-545-5945. After additional fact finding, a concluding decision will be provided within 15 days.

**Save & Submit**

**SB-5**



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE: HOPEWELL CARES: Homeless Emergency Housing Program**

**ISSUE:** The City of Hopewell is launching a new program to assist low-and moderate-income residents who have experienced housing loss as a result of or during the coronavirus pandemic. In partnership with Commonwealth Catholic Charities, this program will provide eligible households with short-term assistance towards obtaining housing to decrease the length of episodes of homelessness and reduce overall housing instability.

**RECOMMENDATION:** At the City Council meeting on September 15, 2020, Staff request that Council review parameters, ask questions to provide clarity, and approve program to launch.

**TIMING:** City Council action is requested on September 15, 2020.

**BACKGROUND:** At the July 14, 2020 City Council meeting, funding was approved for the Rent/Mortgage and Utility Program, and the Homeless Emergency Housing Program. Catholic Commonwealth Charities, the Hopewell Department of Social Services, and the Department of Development have collaborated to create two programs that will benefit Hopewell residents experiencing financial hardship, and housing loss during the COVID-19 pandemic.

**FISCAL IMPACT:** Prevent homelessness and promote suitable living conditions for Hopewell residents.

**STAFF:** Tevya W. Griffin, Director of Development  
Chris Ward, Senior Planner

**ATTACHMENTS:** Program documentation

**SUMMARY:**

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Councilor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Mayor Jasmine Gore, Ward #4			

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**SUMMARY:**

- | <b>Y</b>                 | <b>N</b>                 |                                    |
|--------------------------|--------------------------|------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Debbie Randolph, Ward #1 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Arlene Holloway, Ward #2 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor John B. Partin, Ward #3  |
| <input type="checkbox"/> | <input type="checkbox"/> | Mayor Jasmine Gore, Ward #4        |

- | <b>Y</b>                 | <b>N</b>                 |                                      |
|--------------------------|--------------------------|--------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5     |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6     |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor Patience Bennett, Ward #7 |



### HOPEWELL CARES: HOMELESS EMERGENCY HOUSING PROGRAM

City of Hopewell is launching a new program to assist low-and moderate-income residents who have experienced housing loss as a result of or during the coronavirus pandemic. In partnership with Commonwealth Catholic Charities, this program will provide eligible households with short-term assistance towards obtaining housing to decrease the length of episodes of homelessness and reduce overall housing instability.

#### Eligibility Requirements for Assistance Program:

A household’s gross annual income **cannot exceed 80% of the Area Median Income (AMI)**, adjusted for family sizes, as established by the U.S. Department of Housing and Urban Development (HUD), at the time of an application (See chart below).

# of Persons in Household	1	2	3	4	5	6	7	8
80% of AMI	\$50,050	\$57,200	\$64,350	\$71,500	\$77,250	\$82,950	\$88,700	\$94,400

#### Monthly Gross Income Breakdown

# of Persons in Household	1	2	3	4	5	6	7	8
80% of AMI	\$4,170	\$4,766	\$5,363	\$5,958	\$6,437	\$6,913	\$7,392	\$7,867

Households who have lost their primary nighttime residents may receive assistance with short term emergency housing (e.g. hotel/motel stay) as it is available. Households will be connected with the coordinated entry system of the Crater Area Coalition on Homelessness (CACH) to ensure the coordination of services.

Housing loss may include the loss of primary nighttime residence leading to homelessness including doubling up, sleeping places not typically used as a residence, and emergency shelter stays.

Any housing application and rent/deposit help requested must be for a property in the City of Hopewell and intended to be the applicant’s primary residence.

If unemployed, the applicant must have applied for, or be in the process of applying for unemployment benefits and must be able to provide supporting documentation to potentially be considered. Assistance with unemployment applications will be provided, if needed.

**Assistance is available for:**

- Acquiring Identification documents to assist with housing location and obtainment
- Short-term emergency non-congregate housing (if available)
- Housing application fees assistance
- Rent and deposit assistance to those moving out of homelessness and housing instability
- Referral for eviction prevention assistance
- Budget planning required to receive rent and deposit assistance
- Connection to employment resources

**How to Apply:**

To start the application process, Hopewell residents can **email:** separate email or **call:** new phone to be screened for eligibility and be connected to one of CCC’s case workers for further assistance.

**Housing Instability and Homelessness Self-Resolution Program**

Please take a moment to review the following information:

*Program Overview:*

- This is a one-time program designed to support housing stability during the Coronavirus pandemic and prevent long term housing instability.
- We will use various strategies to identify supports and resources to alleviate the immediate crisis and develop a plan to maintain housing.

*Program Requirements:*

- Applicants must be a resident of Hopewell or experiencing homelessness in Hopewell
- All housing applications and rent/deposit assistance must be for a property within the Hopewell area
- You must be approved for housing and show proof of a valid lease to obtain rent/deposit assistance
- You must be applying for a rent amount that is less than 150% of the Fair Market Rate
- Households under 50% of the Area Median Income are prioritized, but all households with a gross income below 80% of the Area Median Income may be eligible.
- Referrals may come from Hopewell Department of Social Services, District 19 Community Services Board, CACH Coordinated Entry, and CCC Outreach team

*Services Available:*

- Assistance with developing a plan to solve the housing crisis and prevent future episodes of housing instability
- Negotiation /mediation with landlord to assist client with obtaining housing
- Temporary emergency housing (if available)
- Short term rental assistance to establish housing (deposits, rent, utilities)
- When appropriate, referrals to other programs that specialize in employment, housing counseling, credit repair and money management.



**ADJOURN**