

INTRODUCED: April 26, 2021

AN ORDINANCE No. 2021-118

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Greening Richmond Public Libraries Project, West End Branch, North Avenue Branch, and Broad Rock Branch Right-of-Entry Agreement between the City of Richmond and the James River Association for the purpose of implementing green infrastructure practices to increase stormwater detention at certain libraries of the City known as the West End Branch, the North Avenue Branch, and the Broad Rock Branch.

Patron – Mayor Stoney and Ms. Lambert

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAY 24 2021 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Greening Richmond Public Libraries Project, West End Branch, North Avenue Branch, and Broad Rock Branch Right-of-Entry Agreement between the City of Richmond and the James River Association for the purpose of implementing green infrastructure practices to increase stormwater detention at certain libraries of the City known as the West End Branch, the North Avenue Branch, and the Broad Rock Branch. The Greening Richmond Public Libraries Project, West End Branch, North Avenue Branch, and Broad Rock

AYES: 8 NOES: 0 ABSTAIN: _____

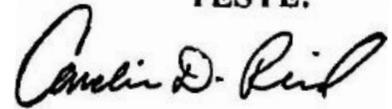
ADOPTED: MAY 24 2021 REJECTED: _____ STRICKEN: _____

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

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

A TRUE COPY:

TESTE:

A handwritten signature in black ink, appearing to read "Camille D. Reil". The signature is written in a cursive style with a large initial 'C'.

City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: March 30, 2021

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor *[Signature]*

THROUGH: Lincoln Saunders, Acting Chief Administrative Officer *JLS*

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

THROUGH: Calvin D. Farr, Jr., Director, Department of Public Utilities *CF*

THROUGH: Patrick Bradley, Deputy Director, Department of Public Utilities *[Signature]*

FROM: Grace A. LeRose, Policy Advisor, Department of Public Utilities *gal*

RE: DPU and James River Association *Greening Richmond Public Libraries Project* Partnership

ORD. OR RES. No. _____

PURPOSE: This O&R request is to authorize the Chief Administrative Officer, or Designee, to execute for and on behalf of the City of Richmond, a \$150,000 grant contract and a right-of-entry agreement between the City of Richmond and the James River Association for the purpose of installing several "green" stormwater practices at three branch Libraries known as the West End Branch, the North Avenue Branch, and the Broad Rock Branch.

The grant contract requires the JRA to remove invasive species currently present at the branches, demolish and remove a portion of the asphalt and concrete and install replacement permeable pavers, and install bioretention basins. The basins will capture and treat stormwater before releasing it. Together these practices will result in pollutant reductions in the stormwater discharged from the sites, reduced volume of stormwater discharged, and increase tree canopy and improve bio-habitats at each branch. These trees and plants will absorb stormwater and reduce the volume of combined stormwater and wastewater that is discharged from nearby combined sewers, which will reduce the amount of pollution discharged and improve water quality in the James River. This project will also support the strategic goals outlined in the RVA Clean Water Plan and includes public outreach to foster community awareness of improving water quality.

RECOMMENDATION: The Administration recommends approval.

BACKGROUND: As part of the DPU Integrated Permit, a stakeholder group was formed to address improving water quality in the James River and its tributaries. This project supports several strategies selected by the stakeholders – increased stormwater retention, reduced stormwater volume, and improved habitats.

These projects have previously been approved by the Planning Commission on January 4, 2021 and the Urban Design Committee on December 10, 2020.

FISCAL IMPACT / COST: \$150,000

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: 0

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: April 26, 2021

CITY COUNCIL PUBLIC HEARING DATE: May 10, 2021

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Public Utilities, Libraries

RELATIONSHIP TO EXISTING ORD. OR RES.: none

REQUIRED CHANGES TO WORK PROGRAM(S): none

ATTACHMENTS: James River Association Grant Contract and Right of Entry Agreement (which is Exhibit D of the James River Association Grant Contract)

STAFF: Grace A. LeRose, Policy Advisor, DPU, 646-0033

**CITY OF RICHMOND
GRANT CONTRACT**

THIS GRANT CONTRACT (the “Contract”) is made and entered into on this ____ day of _____, 2021 by and between the City of Richmond, Virginia (the “City”), a municipal corporation and political subdivision of the Commonwealth of Virginia, and James River Association, a Virginia non-stock corporation (the “the Recipient”).

RECITALS

WHEREAS, Section 15.2-953(B)(vi) of the Code of Virginia authorizes the City to make gifts and donations to non-profit associations “furnishing services to beautify and maintain communities or to prevent neighborhood deterioration;”

WHEREAS, the City operates, among other branches of the Richmond Public Library system, a library branch at 5420 Patterson Avenue, Richmond, Virginia 23226 (the “West End Branch”), a library branch at 2901 North Avenue, Richmond, Virginia 23222 (the “North Avenue Branch”), and a library branch at 4820 Old Warwick Road, Richmond, Virginia 23224 (the Broad Rock Branch”);

WHEREAS, the City desires to utilize green infrastructure practices to increase stormwater detention at the West End Branch, the North Avenue Branch, and the Broad Rock Branch through the Greening Richmond Public Libraries Project (the “Project”);

WHEREAS, the City and the Recipient have undertaken activities in furtherance of the Project;

WHEREAS, the Recipient has formed a partnership with the City and other organizations and has secured \$143,068.25 in funding from sources other than this Contract for the Project; and

WHEREAS, the City desires to donate \$150,000.00 (the “Grant Funds”) to the Recipient to undertake the activities contained herein in furtherance of the Project.

NOW, THEREFORE, the City and Recipient, intending to be legally bound, agree as follows:

1. Contact Information.

A. The City's point of contact for purposes of the Contract is:

Grace LeRose
Program Manager Department of Public Utilities
1801 Commerce Rd.
Richmond, Virginia 23284
(804) 646-0033
Grace.LeRose@richmondgov.com

B. The Recipient's point of contact for purposes of the Contract is:

Justin Doyle
Community Conservation Manager
James River Association
211 Rocketts Way, Suite 200
Richmond, VA 23231
jdoyle@jrava.org

C. The Recipient represents and warrants that it has duly authorized its point of contact to act on its behalf for purposes of this Contract.

D. Either party may change the contact information set forth in this section by submitting a written statement that the party is making such a change and setting forth the contact information of the party's new point of contact to the other party's point of contact.

2. **Payment of Grant Funds.**

A. The City shall pay the Grant Funds to the Recipient as soon as is practicable following full execution of this Contract.

B. The Recipient shall return to the City all of the Grant Funds received by the Recipient if the requirements set forth in section 3 below are not fulfilled. Upon return of the Grant Funds as provided in this section 2(B), all obligations of Recipient undertaken in this Contract will terminate.

3. **Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient, no later than September 30, 2021, the Recipient shall perform the services at each branch pursuant to this section 3.

A. **West End Branch.** At the West End Branch, in conformance with the West End Branch Location, Character, and Extent Application Packet submitted to the Urban Design Review Committee on November 12, 2020, which is attached hereto and incorporated herein as Exhibit A, the Recipient shall:

i. **Invasive Plant Species Removal; Demolition.** Remove invasive species along the fence line, with hand tools to the extent practicable. Removal of 1 dead tree, 3 crepe myrtles, 6 nandina, lirioppe, and lawn that are all non-native species. Demolish and remove the asphalt, subbase, and curbing impervious surfaces of 1 parking stall. Demolish and remove the concrete and subbase impervious surfaces of the concrete island walk. Demolish and remove the asphalt and subbase impervious surfaces of the conveyance channel.

- ii. **Native Species Planting.** Plant 357 ornamental grasses and perennials and 35 trees using only native species.
 - iii. **Construction; Restoration.** Install bioretention basins. Install shrubs. Install jute mats and reseed disturbed soil in areas to remain as lawn. Modify existing irrigation system to meet Project watering needs. Install new irrigation zones as necessary within the area adjacent to the building (no boring to areas currently not serviced by the existing system). Install mulch throughout planting beds. Provide final site clean-up to include blowing off surfaces and power washing paved surfaces as necessary to achieve pre-construction cleanliness.
- B. **North Avenue Branch.** At the North Avenue Branch, in conformance with the North Avenue Branch Location, Character, and Extent Application Packet submitted to the Urban Design Review Committee on November 12, 2020, which is attached hereto and incorporated herein as Exhibit B, the Recipient shall:
- i. **Invasive Plant Species Removal; Demolition.** Remove 2 crepe myrtles, 6 Chinese hollies, lirioppe, and lawn that are all non-native species. Demolish and remove concrete walks and paved impervious surfaces of former tree wells. Remove debris and compacted soil within tree wells to a depth of 36 inches. Excavate turf strip in parking lot to remove compacted soil and create concave profile for water retention.
 - ii. **Native Species Planting.** Plant 279 ornamental grasses and perennials, 41 shrubs, and 21 trees using only native species.
 - iii. **Construction; Restoration.** Install bioretention basins. Install engineered soil within tree wells. Install 2 to 3 inches of topsoil in parking lot turf strip. Replace lawn with seed and compost on disturbed soil in areas to remain as lawn. Install irrigation system to meet Project watering needs only within the area adjacent to the building (no boring to areas isolated by existing paving), subject to availability of water service and necessary water pressure. Install mulch throughout planting beds. Provide final site clean-up to include blowing off surfaces and power washing paved surfaces as necessary to achieve pre-construction cleanliness.
- C. **Broad Rock Branch.** At the Broad Rock Branch, in conformance with the Broad Rock Branch Location, Character, and Extent Application Packet submitted to the Urban Design Review Committee on November 12, 2020, which is attached hereto and incorporated herein as Exhibit C, the Recipient shall:
- i. **Invasive Plant Species Removal; Demolition.** Remove 7 paniced hydrangea, lirioppe, and lawn that are all non-native species. Grind 6 stumps and rake resulting debris back into holes. Add topsoil to and seed areas of grinding disturbance. Demolish and remove parking lot asphalt and subbase

impervious surfaces. Demolish and remove section of concrete and cinder path impervious surfaces from the building entrance to parking lot. Demolish and remove cinder circle impervious surface in the front of the building. Provide construction protection, to be performed by certified arborists, for existing maples near proposed bioretention basin to include: root pruning along construction zones, deadwood removal, construction fencing, and Cambistat® treatment.

- ii. **Native Species Planting.** Plant 315 ornamental grasses and perennials, 21 shrubs, and 39 trees using only native species.
- iii. **Construction; Restoration.** Install bioretention basins. Install irrigation system to meet Project watering needs only within the area adjacent to the building (no boring to areas isolated by existing paving) and only within planting beds (no lawn irrigation), subject to availability of water service and necessary water pressure. Install mulch throughout planting beds. Provide final site clean-up to include blowing off surfaces and power washing paved surfaces as necessary to achieve pre-construction cleanliness.

- D. **Right of Entry.** Furnish the City with an original copy of a Right-of-Entry Agreement with the form and content of the document attached to this Contract as Exhibit D signed by its duly authorized representative.

4. **Performance Measures.** The City shall have sole discretion to determine performance under this Contract. By way of example, the City shall interpret terms such as “invasive species” and “native species” as those terms are used in this Contract. The City shall use the following performance measures, expressed in the form of questions to be answered in the affirmative, to evaluate whether the Recipient has performed the services required by this Contract in a manner that achieves the City's purpose in providing the Grant Funds to the Recipient:

- A. Has the Recipient furnished the City with an original copy of a Right-of-Entry Agreement with the form and content of the document attached to this Contract as Exhibit D?
- B. Has the Recipient performed all West End Branch services, as detailed in section 3(A) of this Contract?
- C. Has the Recipient performed all North Avenue Branch services, as detailed in section 3(B) of this Contract?
- D. Has the Recipient performed all Broad Rock Branch services, as detailed in section 3(C) of this Contract?

5. **Reporting.** The Recipient shall furnish the City's point of contact with the following in a written form acceptable to the City's point of contact: A monthly report itemizing payments made by Recipient to its contractors, including copies of invoices from those contractors.

6. **Compliance Monitoring.** The City's point of contact shall monitor the Recipient's compliance with this Contract. In addition to the reports required by Section 5, the Recipient shall furnish the City's point of contact with any information reasonably requested by the City's point of contact in order to enable the City's point of contact to determine whether the Recipient is meeting the performance measures set forth in the Contract.

7. **Recipient's Representations and Warranties.** The Recipient represents and warrants as follows:

- A. The Recipient is and will be for the duration of this Contract a non-profit organization within the meaning of Section 15.2-953(B) of the Code of Virginia.
- B. The Recipient's signatory is duly authorized by the Recipient to enter into the Contract and thereby to bind the Recipient to the Contract's terms and conditions.

8. **Audit.** Pursuant to Section 2-187 of the Code of the City of Richmond, the Recipient shall, as a condition of receiving monies from the City, be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice.

9. **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, the City and the Recipient hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Recipient; (iii) no individual or entity shall obtain any right to make any claim against the City or the Recipient under the provisions of this Contract; and no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.

10. **No Joint Venture.** The terms and conditions of this Contract shall not be construed or interpreted in any manner as creating or constituting the City as a partner or joint venture participant with the Recipient or as making the City liable for the debts, defaults, obligations or lawsuits of the Recipient or its contractors or subcontractors.

SIGNATURES ON THE FOLLOWING PAGE

Effective as of the date first written above.

RECIPIENT:

By: _____
William H. Street
Chief Executive Officer
James River Association

CITY:

By: _____
Lincoln Saunders
Acting Chief Administrative Officer
Authorized by Ord. No. _____
Adopted _____

APPROVED AS TO TERMS:

Calvin D. Farr, Jr.
Director of Public Utilities

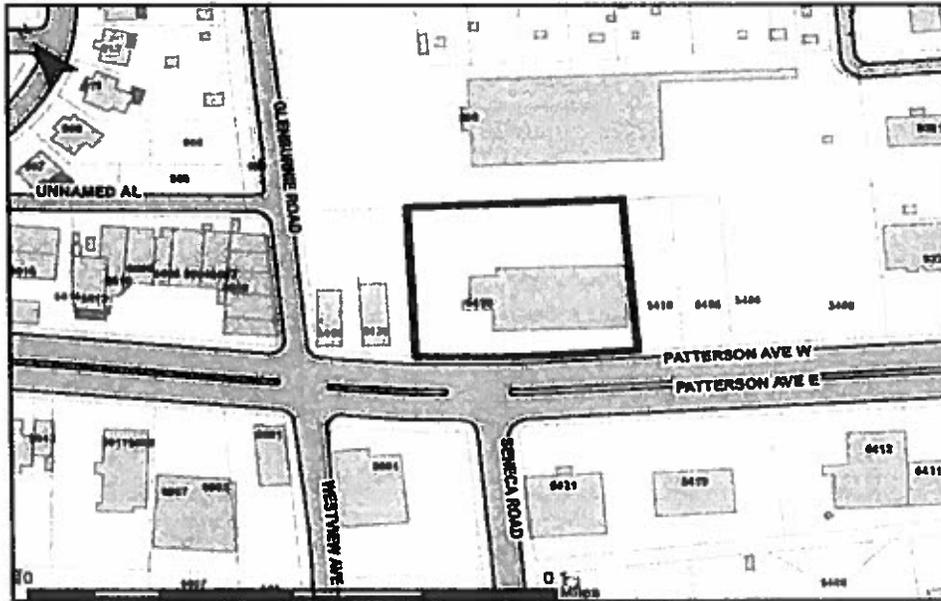
APPROVED AS TO FORM:



A. Ross Phillips
Assistant City Attorney

EXHIBIT A

 City of Richmond Department of Planning & Development Review	Location, Character, and Extent
<p>LOCATION: 5420 Patterson Avenue</p> <p>COUNCIL DISTRICT: 1</p> <p>PROPOSAL: Final review of Richmond Public Library - West End Branch Site Improvements.</p> <p><i>For questions, please contact Alex Dandridge at 646-6569 or alex.dandridge@richmondgov.com</i></p>	





Application for Urban Design Committee Review

Department of Planning and Development Review
Planning & Preservation Division
900 E Broad Street, Room 510
Richmond, Virginia 23219 | (804) 646-6335
www.richmond.gov/CommitteeUrbanDesign

**Application Type (select one)**

- Location, Character, & Extent
- Section 17.05
- Other:
- Encroachment
- Design Overlay District

Review Type (select one)

- Conceptual
- Final

Project InformationSubmission Date: 11.12.20Project Name: Greening Richmond Public Libraries: West End BranchProject Address: 3420 Paterson Avenue, Richmond, VA 23226**Brief Project Description (this is not a replacement for the required detailed narrative)**

Removal of impervious area and invasive species; construction of bioretention basins including curb and gutter; significant regrading or project area; installation of native plants, interpretive signage, and alterations to existing irrigation system.

Applicant Information (a City representative must be the applicant, with an exception for encroachments)Name: Scott Firsiroti, RPL Director Email: scott.firsiroti@richmond.govCity Agency: Richmond Public Libraries Phone: 804-646-2347Main Contact (if different from Applicant): Drew HarrisonCompany: Four Winds Design, LLC Phone: 814-920-3878Email: drew@fourwindsdesign.net**Submittal Deadlines**

All applications and support materials must be filed no later than 21 days prior to the scheduled meeting of the Urban Design Committee (UDC). Please see the schedule on page 3 as actual deadlines are adjusted due to City holidays. Late or incomplete submissions will be deferred to the next meeting.

Filing

Applications can be mailed or delivered to the attention of "Urban Design Committee" at the address listed at the top of this page. It is important that the applicant discuss the proposal with appropriate City agencies, Zoning Administration staff, and area civic associations and residents prior to filing the application with the UDC.

Submittal Deadlines

The UDC is a ten member committee created by City Council in 1968 whose purpose is to advise the City Planning Commission (CPC) on the design of projects on City property or right-of-way. The UDC provides advice of an aesthetic nature in connection with the performance of the duties of the Commission under Sections 17.05, 17.06, and 17.07 of the City Charter. The UDC also advises the Department of Public Works in regards to private encroachments in the public right-of-way.

last revised 6/10/2018

Greening Richmond Public Libraries

IMPROVING THE HEALTH OF THE JAMES RIVER BY REDUCING STORMWATER POLLUTION

Final End User

Project Description

The site is located in the Near West End of Richmond and is the largest library branch site. The property abuts a post office and is within walking distance of the busy intersection of Patterson and Libbie Avenues. Soil infiltration values are very poor and the site has had many former uses leaving the soil with within significant debris. There are several stormwater runoff issues on the property, particularly the flooding of parking stalls near the back entrance including the accessible spaces. Despite these challenges this location creates the opportunity to filter very large volumes of runoff while detaining stormwater to absorb what quantities may be taken up by limited infiltration and the evapotranspiration of large riparian trees.

The purpose of the project is to develop a series of bioretention basins designed to Virginia Department of Environmental Quality standards to infiltrate storm water discharge from the roof, sidewalks, and parking lot, as well as develop an ecologically responsible landscape that can be used as an educational tool and future gathering space. Impervious area and some non-native species will be removed with native plants added for shade, wildlife habitat, and other ecosystems services. The project strives to become a model of sustainable site development with educational components accomplished through the use of interpretive signage, special library programs, and community involvement and support. Future development awaiting funding includes a walk and gathering to let visitors be immersed in the landscape, pedestrian connections to the post office and public sidewalk, and more extensive tree canopy coverage. The design was informed by public charrettes and the collaborative project management effort of Richmond Public Library staff, RVAH2O, The James River Association, and Four Winds Design.

This project is funded by a 31911 grant from the Virginia Department of Environmental Quality (\$34,356.00), the City of Richmond Department of Public Utilities – Stormwater Utility (\$50,000.00) and supported by staff hours from The James River Association and RVAH2O with service donations from Four Winds Design. Additional trees and plantings around the sign and main entrance are funded by a private donor (\$4,000.00).

Construction is tentatively scheduled to begin in March and April of 2021. Demolition and site infrastructure, large tree plantings, proposed parking lot curbs, arrival court and associated features, and bioretention basins will all be accomplished with an independent contractor. Volunteers will be used for shrub and perennial planting, mulching, and clean-up.

Maintenance Analysis

All maintenance of RPL properties is performed by an independent contractor managed by RPL staff. The site improvements at Westover Hills Branch Library, which were completed in phases from 2014-2019, has served as maintenance testing grounds and pilot project. The current project team has met with the landscape maintenance contractor to outline the methodologies that will best suit the contractor's team and the need for more careful landscape maintenance practices than typically offered in a commercial setting. Collectively we have arrived at creating a site-specific manual for each property containing the sections outlined below. Manuals will be available in Spanish.

In addition to meeting with the contractor and his team to walk the site these manuals will be provided to the contractor and kept on site. Each site contains a "Bee Zone" that will require the extra care needed to grow herbaceous perennials. These areas are marked on site with edging of a color consistent throughout all branches and delineated in plan form in the manual. On this site the Bee Zone is defined with raised concrete boundary markers (see plans) periodically around the perimeter of the zone.

As part of the construction process the maintenance contractor will be awarded some of the plant installation work. We hope that this inclusion gives him and his employees a sense of ownership in the sites.

Manual Section One

Briefly describe the intent of the project, extent of site improvements, and role of the contractor in ecosystem management. Provide a very basic site plan highlighting Bee Zones for hand weeding, no herbicide use, different mulching applications, and general careful treatment. The plan may also show areas suitable for on-site composting if applicable. DPU will provide interpretive signage for these locations at a later date. All composting areas will be surface composting only for leaves only to be used as a mulch substitute. A few key terms such as "selective pruning" and "herbaceous perennial" will be defined. The correct use of herbicides will be outlined as this is a major issue on all sites.

Note that all gutters, conveyance channels, and spillways are visually open systems that can be easily removed of debris with a blower. The maintenance of underdrain systems, all masonry surfaces, interpretive signs, and other landscape elements outside of typical landscaping is the responsibility of Richmond Public Libraries.

Manual Section Two

Common plant species: provide images of groups of native plants used on site (this will be the same for all sites but not all contractor employees may work on each site) and common mistakes/ issues to be aware of:

- Ornamental grasses: These only need to be cut back once a year and need no other care
- Deciduous shrubs: Require only selective pruning once a year if at all, plant type specific
- Evergreen shrubs: Rarely require pruning except to control size
- Trees: No mulch should touch the trunk, needs only 3-4" of mulch at base
- Perennials: Know where they are and what they look like as they emerge in the spring

The above guidelines are examples only and these will be expanded upon. "If in doubt of how to treat a plant, ask first or leave it alone."

Manual Section Three

Seasonal charts capturing all landscape maintenance needs outside of lawn mowing and treatments, blowing off surfaces, and leaf removal:

- Late winter or fall pruning - when and why
- Spring/ fall plant replacements (approved by library staff)
- Activation and winterization of irrigation systems, head adjustments
- Mulching: to occur only once a year or twice a year in lighter applications at the discretion of the contractor (but we don't need 6-8" of mulch applied per year). Planting bed edging techniques.
- Corrective tree pruning: to be performed by city arborists and Richmond Tree Stewards.
- Fertilizations: by special request of branch managers only.

A maintenance visit sequence of work will be outlined to encourage leaves to be mown into the lawn areas and any accumulated debris and leaves to be blown into designated composting areas if applicable.

Common mistakes will be noted such as shearing shrubs with electric pruners twice a year and burying plants in mulch. Some of this will be redundant for emphasis. A clear methodology of reporting issues to branch managers such as irrigation damage will be outlined. Likewise, a methodology of branch managers reporting issues to the contractor will be defined. Responsible parties designated for all items including confirming dead/damaged beyond regrowth plants to be removed and suitable replacements. Cost for replacement manuals will be defined.

Greening Richmond Public Libraries

IMPROVING THE HEALTH OF THE JAMES RIVER BY REDUCING STORMWATER POLLUTION

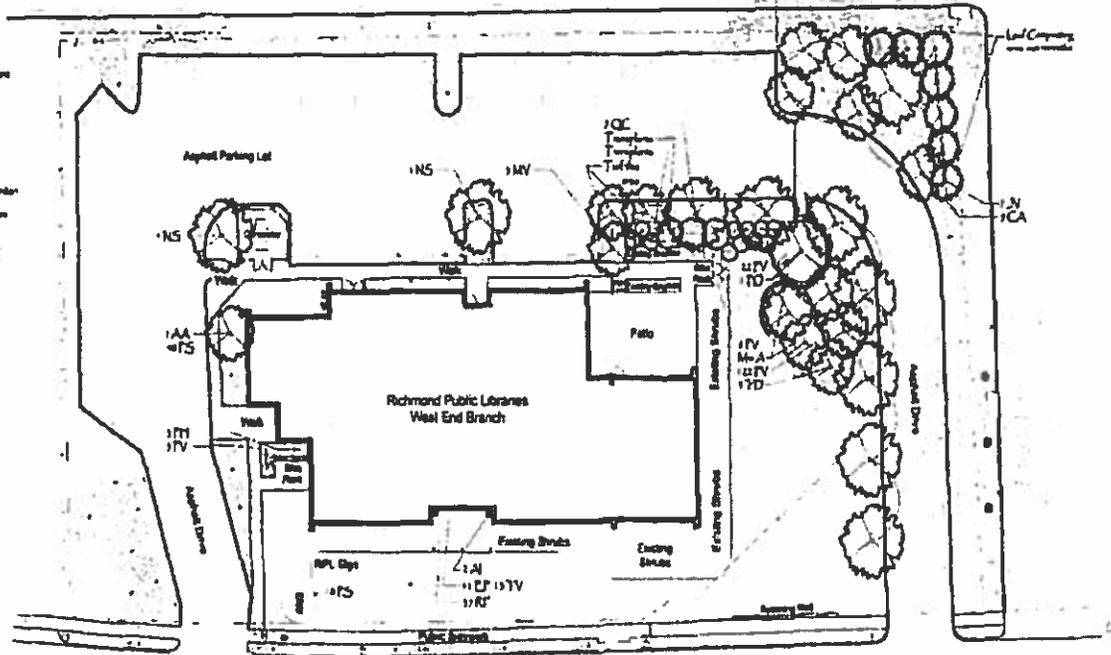
West End Branch Library

3423 Patterson Avenue, Richmond, VA 23220

Legend:

- Downspout Inlet
 - Water Meter
 - Gas Meter
 - Electric Meter
 - Gas Puff Light
 - Ingestion Valve
 - Sept
 - Utility Pole
 - Proposed Manhole
 - Storm
 - Proposed Catchment
- Existing Trees & Shrubs to be Preserved

PLANT SCHEDULE
SYMBOLS
TALL TWO



Patterson Avenue



PLANNING PLAN
Not for construction



Scale: 1" = 10'-0" Date: 11-15-20 1 of 1

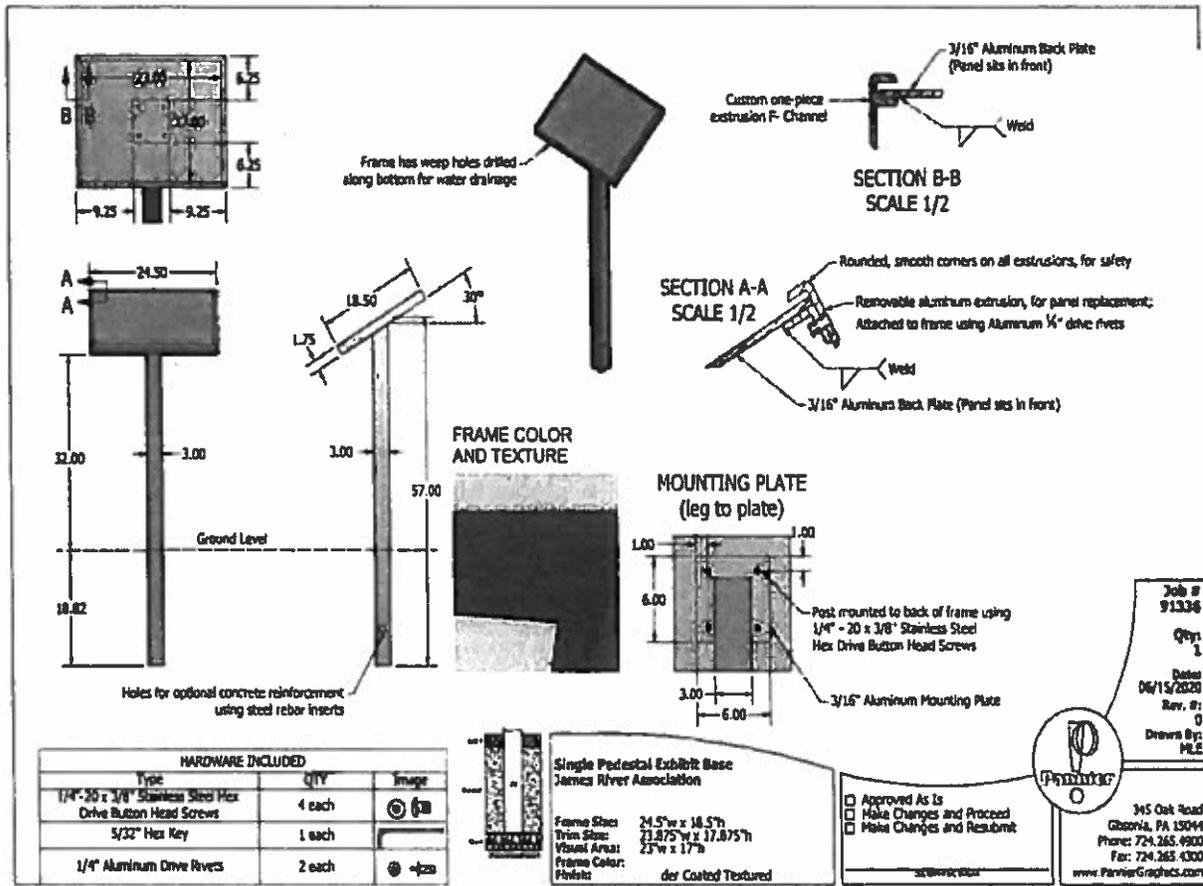
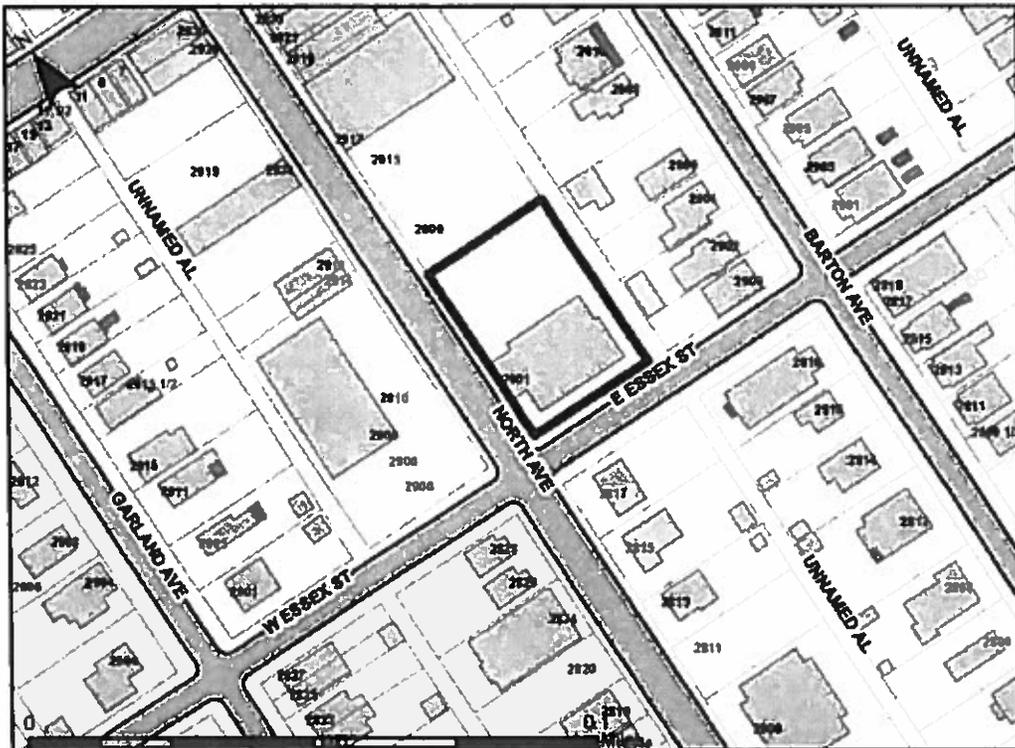


EXHIBIT B

	<p>City of Richmond Department of Planning & Development Review</p>	<p>Location, Character, and Extent</p>
<p>LOCATION: 2901 North Avenue COUNCIL DISTRICT: 3 PROPOSAL: Final review of Richmond Public Library - North Avenue Branch Site Improvements.</p> <p><i>For questions, please contact Alex Dandridge at 646-6569 or alex.dandridge@richmondgov.com</i></p>		





Application for Urban Design Committee Review

Department of Planning and Development Review
Planning & Preservation Division
900 E. Broad Street, Room 510
Richmond, Virginia 23219 | (804) 646-6335
www.richmondgov.com/CommitteeUrbanDesign

**Application Type (select one)**

- Location, Character, & Extent
- Section 17.05
- Other:
- Encroachment
- Design Overlay District

Review Type (select one)

- Conceptual
- Final

Project InformationSubmission Date: 11.12.20Project Name: Greening Richmond Public Libraries: North Avenue BranchProject Address: 2901 North Avenue, Richmond, 23222

Brief Project Description (this is not a replacement for the required detailed narrative):

Removal of impervious area and invasive species; construction of bioretention basins; construction of retaining wall and realigned sidewalk; installation of native plants, interpretive signage, and irrigation system.

Applicant Information (a City representative must be the applicant, with an exception for encroachments)Name: Scott Firstone, RPL DirectorEmail: Scott.Firstone@richmondgov.comCity Agency: Richmond Public LibrariesPhone: 804-646-2547Main Contact (if different from Applicant): Drew HariganCompany: Four Winds Design, LCPhone: 804-920-3878Email: drew@fourwindsdesign.net**Submittal Deadlines**

All applications and support materials must be filed no later than 21 days prior to the scheduled meeting of the Urban Design Committee (UDC). Please see the schedule on page 3 as actual deadlines are adjusted due to City holidays. **Late or incomplete submissions will be deferred to the next meeting.**

Filing

Applications can be mailed or delivered to the attention of "Urban Design Committee" at the address listed at the top of this page. **It is important that the applicant discuss the proposal with appropriate City agencies, Zoning Administration staff, and area civic associations and residents prior to filing the application with the UDC.**

Submittal Deadlines

The UDC is a ten member committee created by City Council in 1968 whose purpose is to advise the City Planning Commission (CPC) on the design of projects on City property or right-of-way. The UDC provides advice of an aesthetic nature in connection with the performance of the duties of the Commission under Sections 17.05, 17.06, and 17.07 of the City Charter. The UDC also advises the Department of Public Works in regards to private encroachments in the public right-of-way.

last revised 6/10/2018

Greening Richmond Public Libraries

IMPROVING THE HEALTH OF THE JAMES RIVER BY REDUCING STORMWATER POLLUTION

North Avenue Branch

Project Description

The site is located in North Richmond in a densely populated and heavily urbanized area. Stormwater runoff and flooding are major issues in this combined sewer district and particularly on Essex Street along the south side of the site. Soil infiltration values are surprisingly good and well suited to managing runoff on site, although the small size of the property presented a design challenge. It is important to discourage loitering on this site by not providing outdoor seating. This site is in a prime location to draw residents in to engage in environmental education.

The purpose of the project is to develop a series of bioretention basins designed to Virginia Department of Environmental Quality standards to infiltrate storm water discharge from the roof, and develop an ecologically responsible landscape that can be used as an educational tool. Impervious area and invasive species will be removed with native plants added as safety and space allow. The project strives to become a model of sustainable site development with educational components accomplished through the use of interpretive signage, special library programs, and community involvement and support. The design was informed by public charettes and the collaborative project management effort of Richmond Public Library staff, RVAH2O, The James River Association, and Four Winds Design.

The purpose of the project is to develop a series of bioretention basins designed to Virginia Department of Environmental Quality standards to infiltrate storm water discharge from the roof, sidewalks, and parking lot, as well as develop an ecologically responsible landscape that can be used as an educational tool and gathering space. Impervious area and some non-native species will be removed with native plants added for shade, wildlife habitat, and other ecosystems services. The project strives to become a model of sustainable site development with educational components accomplished through the use of interpretive signage, special library programs, and community involvement and support. An arrival court and nearby seating area for multi-functional community use and outdoor gatherings will be composed of pervious pavers and seat walls. The design was informed by public charettes and the collaborative project management effort of Richmond Public Library staff, RVAH2O, The James River Association, and Four Winds Design.

This project is funded by a 319H grant from the Virginia Department of Environmental Quality (\$34,356.00), the City of Richmond Department of Public Utilities – Stormwater Utility (\$50,000.00) and supported by staff hours from The James River Association and RVAH2O with service donations from Four Winds Design.

Construction is tentatively scheduled to begin in March and April of 2021. Demolition and site infrastructure, large tree plantings, proposed parking lot curbs, arrival court and associated features, and bioretention basins will all be accomplished with an independent contractor. Volunteers will be used for shrub and perennial planting, mulching, and clean-up.

Maintenance Analysis

All maintenance of RPL properties is performed by an independent contractor managed by RPL staff. The site improvements at Westover Hills Branch Library, which were completed in phases from 2014-2019, has served as maintenance testing grounds and pilot project. The current project team has met with the landscape maintenance contractor to outline the methodologies that will best suit the contractor's team and the need for

more careful landscape maintenance practices than typically offered in a commercial setting. Collectively we have arrived at creating a site-specific manual for each property containing the sections outlined below. Manuals will be available in Spanish.

In addition to meeting with the contractor and his team to walk the site these manuals will be provided to the contractor and kept on site. Each site contains a "Bee Zone" that will require the extra care needed to grow herbaceous perennials. These areas are marked on site with edging of a color consistent throughout all branches and delineated in plan form in the manual. On this site the Bee Zone is defined with the cap of the concrete retaining wall (see plans).

As part of the construction process the maintenance contractor will be awarded some of the plant installation work. We hope that this inclusion gives him and his employees a sense of ownership in the sites.

Manual Section One

Briefly describe the intent of the project, extent of site improvements, and role of the contractor in ecosystem management. Provide a very basic site plan highlighting Bee Zones for hand weeding, no herbicide use, different mulching applications, and general careful treatment. The plan may also show areas suitable for on-site composting if applicable. DPU will provide interpretive signage for these locations at a later date. All composting areas will be surface composting only for leaves only to be used as a mulch substitute. A few key terms such as "selective pruning" and "herbaceous perennial" will be defined. The correct use of herbicides will be outlined as this is a major issue on all sites.

Note that all gutters, conveyance channels, and spillways are visually open systems that can be easily removed of debris with a blower. The maintenance of underdrain systems, all masonry surfaces, interpretive signs, and other landscape elements outside of typical landscaping is the responsibility of Richmond Public Libraries.

Manual Section Two

Common plant species: provide images of groups of native plants used on site (this will be the same for all sites but not all contractor employees may work on each site) and common mistakes/ issues to be aware of:

- Ornamental grasses: These only need to be cut back once a year and need no other care
- Deciduous shrubs: Require only selective pruning once a year if at all, plant type specific
- Evergreen shrubs: Rarely require pruning except to control size
- Trees: No mulch should touch the trunk, needs only 3-4" of mulch at base
- Perennials: Know where they are and what they look like as they emerge in the spring

The above guidelines are examples only and these will be expanded upon. "If in doubt of how to treat a plant, ask first or leave it alone."

Manual Section Three

Seasonal charts capturing all landscape maintenance needs outside of lawn mowing and treatments, blowing off surfaces, and leaf removal:

- Late winter or fall pruning – when and why
- Spring/ fall plant replacements (approved by library staff)
- Activation and winterization of irrigation systems, head adjustments
- Mulching: to occur only once a year or twice a year in lighter applications at the discretion of the contractor (but we don't need 6-8" of mulch applied per year). Planting bed edging techniques.
- Corrective tree pruning: to be performed by city arborists and Richmond Tree Stewards
- Fertilizations: by special request of branch managers only

A maintenance visit sequence of work will be outlined to encourage leaves to be mown into the lawn areas and any accumulated debris and leaves to be blown into designated composting areas if applicable.

Common mistakes will be noted such as shearing shrubs with electric pruners twice a year and burying plants in mulch. Some of this will be redundant for emphasis. A clear methodology of reporting issues to branch managers such as irrigation damage will be outlined. Likewise, a methodology of branch managers reporting issues to the contractor will be defined. Responsible parties designated for all items including confirming dead/damaged beyond regrowth plants to be removed and suitable replacements. Cost for replacement manuals will be defined.

Greening Richmond Public Libraries

IMPROVING THE HEALTH OF THE JAMES RIVER BY REDUCING STORMWATER POLLUTION

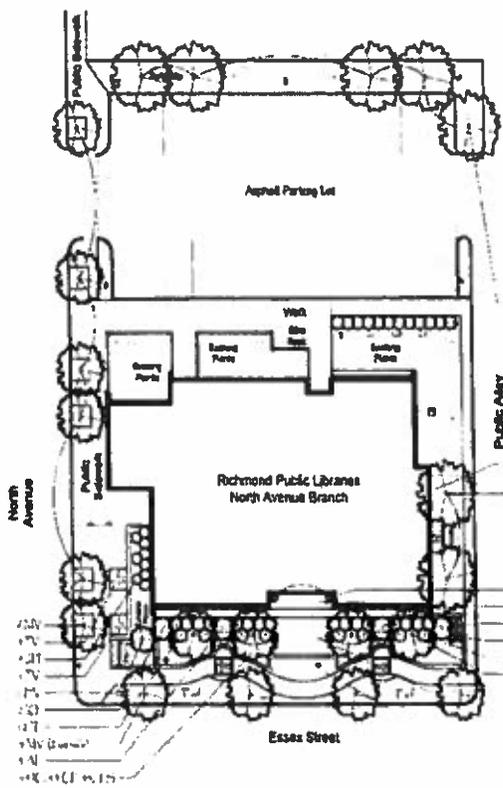
North Avenue Branch Library

3301 North Avenue, Richmond, VA 23222

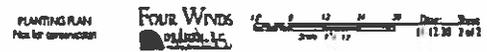
- Legend**
- ⊙ Developed location
 - ⊙ Water Meter
 - ⊙ Gas Meter
 - ⊙ Electric Meter
 - ⊙ 8in Pole Light
 - ⊙ City Street Light
 - ⊙ City Utility Pole
 - ⊙ City No Parking Sign
 - ⊙ Proposed Streetcar Route
- Shaded areas
to be removed
to be preserved

NOTES

1. All trees shown on this plan are to be removed unless otherwise noted.
2. All trees shown on this plan are to be preserved unless otherwise noted.
3. All trees shown on this plan are to be removed unless otherwise noted.
4. All trees shown on this plan are to be preserved unless otherwise noted.
5. All trees shown on this plan are to be removed unless otherwise noted.
6. All trees shown on this plan are to be preserved unless otherwise noted.
7. All trees shown on this plan are to be removed unless otherwise noted.
8. All trees shown on this plan are to be preserved unless otherwise noted.
9. All trees shown on this plan are to be removed unless otherwise noted.
10. All trees shown on this plan are to be preserved unless otherwise noted.



Code	Plant Name	Quantity	Notes
1	Aspen	1	
2	Bald Cypress	1	
3	Black Gum	1	
4	Black Locust	1	
5	Black Walnut	1	
6	Blackberry	1	
7	Blackberry	1	
8	Blackberry	1	
9	Blackberry	1	
10	Blackberry	1	
11	Blackberry	1	
12	Blackberry	1	
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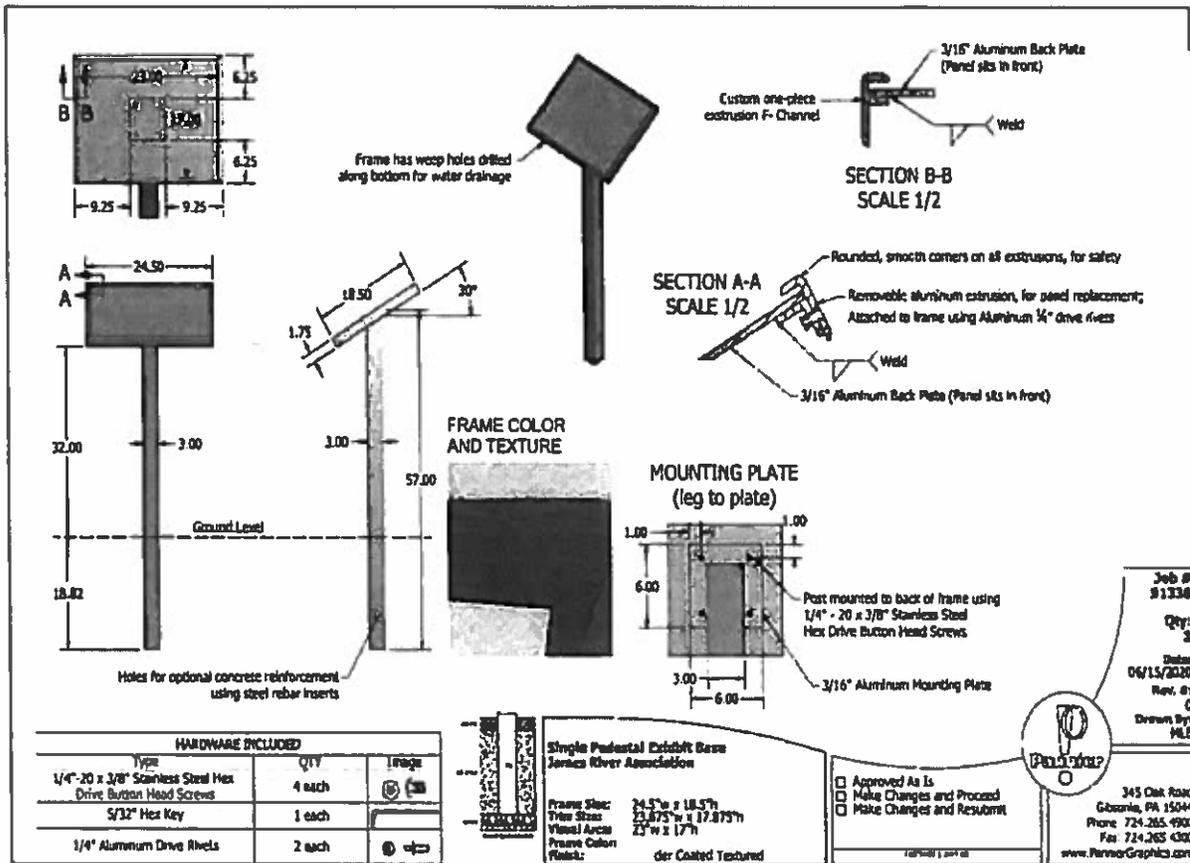
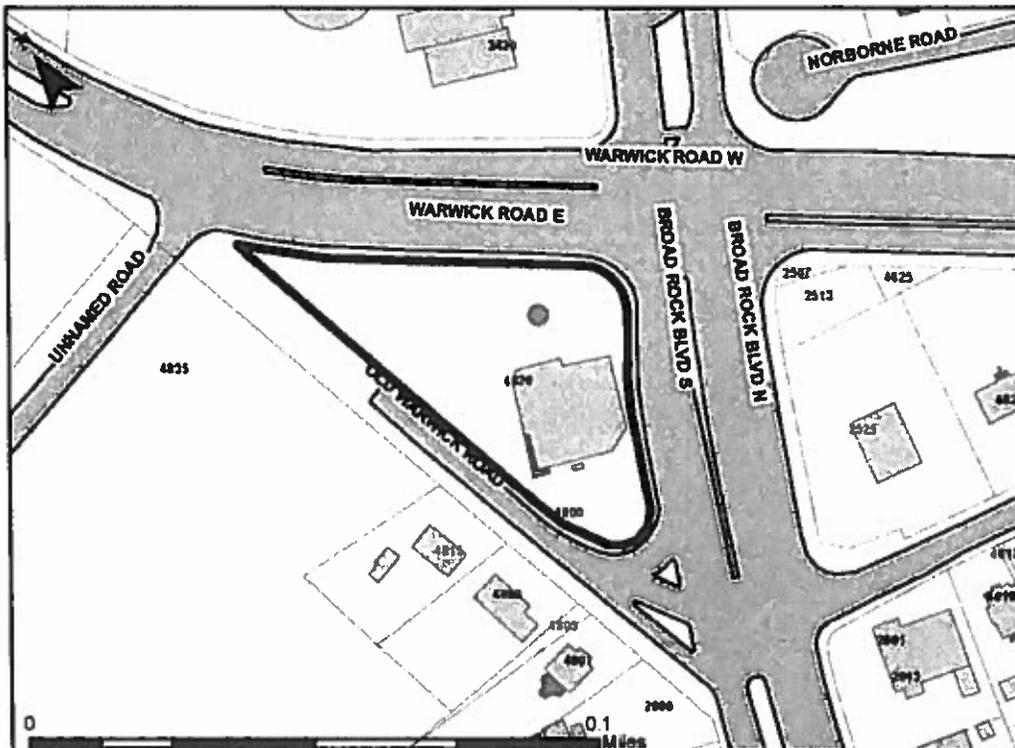


EXHIBIT C

	<p>City of Richmond Department of Planning & Development Review</p>	<p>Location, Character, and Extent</p>
<p>LOCATION: 4820 Old Warwick Road COUNCIL DISTRICT: 8 PROPOSAL: Final review of Richmond Public Library - Broad Rock Branch Site Improvements.</p> <p><i>For questions, please contact Alex Dandndge at 646-6569 or alex.dandndge@richmondgov.com</i></p>		





Application for Urban Design Committee Review

Department of Planning and Development Review
Planning & Preservation Division
900 E. Broad Street, Room 510
Richmond, Virginia 23219 | (804) 646-6335
www.richmondgov.com/CommitteeUrbanDesign



Application Type (select one)

- Location, Character, & Extent
 Section 17.05
 Other:
- Encroachment
 Design Overlay District

Review Type (select one)

- Conceptual
 Final

Project Information

Submission Date: 11.12.20

Project Name: Greening Richmond Public Libraries: Broad Rock Branch

Project Address: 4820 Old Warwick Road, Richmond, 23224

Brief Project Description (this is not a replacement for the required detailed narrative):

Removal of impervious area and non-native species; construction of bioretention basins including associated parking lot curbing; construction of pervious paver seating area, concrete seatwalls, and granite slab benches; installation of native plants, irrigation system and interpretive signage.

Applicant Information (a City representative must be the applicant, with an exception for encroachments)

Name: Scott Firsirotu, RPL Director Email: scott.firsirotu@richmondgov.com

City Agency: Richmond Public Libraries Phone: 804-646-2547

Main Contact (if different from Applicant): Drew Harrigan

Company: Four Winds Design, LC Phone: 804-920-5878

Email: drew@fourwindsdesign.net

Submittal Deadlines

All applications and support materials must be filed no later than 21 days prior to the scheduled meeting of the Urban Design Committee (UDC). Please see the schedule on page 3 as actual deadlines are adjusted due to City holidays. Late or incomplete submissions will be deferred to the next meeting.

Filing

Applications can be mailed or delivered to the attention of "Urban Design Committee" at the address listed at the top of this page. It is important that the applicant discuss the proposal with appropriate City agencies, Zoning Administration staff, and area civic associations and residents prior to filing the application with the UDC.

Submittal Deadlines

The UDC is a ten member committee created by City Council in 1968 whose purpose is to advise the City Planning Commission (CPC) on the design of projects on City property or right-of-way. The UDC provides advice of an aesthetic nature in connection with the performance of the duties of the Commission under Sections 17.05, 17.06, and 17.07 of the City Charter. The UDC also advises the Department of Public Works in regards to private encroachments in the public right-of-way.

last revised 8/10/2019

Greening Richmond Public Libraries

IMPROVING THE HEALTH OF THE JAMES RIVER BY REDUCING STORMWATER POLLUTION

11 Broad Rock 11 Branch

Project Description

The site is located in South Richmond at the hub of a busy intersection. The property borders Broad Rock Park on the south (Broad Rock Sports Complex), which contains a remnant forest patch and riparian woodland/wetlands. This library branch is unique in that it has some established tree canopy. It also provides many services for the community beyond loaning books including technology and printing access, meeting spaces, and more. In the past community events have been held here and library staff have been successful with gardening programs for patrons. Soil infiltration values are good and well suited to managing runoff on site, and the design attempts to capture stormwater runoff before it enters the adjacent park and wetlands. This location offers wonderful opportunity to enhance the value to the community as a neighborhood and district hub and improve the connection to the park with a contiguous native tree canopy.

The purpose of the project is to develop a series of bioretention basins designed to Virginia Department of Environmental Quality standards to infiltrate storm water discharge from the roof, sidewalks, and parking lot; as well as develop an ecologically responsible landscape that can be used as an educational tool and gathering space. Impervious area and some non-native species will be removed with native plants added for shade, wildlife habitat, and other ecosystems services. The project strives to become a model of sustainable site development with educational components accomplished through the use of interpretive signage, special library programs, and community involvement and support. An arrival court and nearby seating area for multi-functional community use and outdoor gatherings will be composed of pervious pavers and seat walls. The design was informed by public charettes and the collaborative project management effort of Richmond Public Library staff, RVAH2O, The James River Association, and Four Winds Design.

This project is funded by a 319H grant from the Virginia Department of Environmental Quality (\$34,356.00), the City of Richmond Department of Public Utilities – Stormwater Utility (\$50,000.00) and supported by staff hours from The James River Association and RVAH2O with service donations from Four Winds Design. The arrival court, seat walls, seating areas, and granite benches are funded by a private donor (\$40,000.00).

Construction is tentatively scheduled to begin in March and April of 2021. Demolition and site infrastructure, large tree plantings, proposed parking lot curbs, arrival court and associated features, and bioretention basins will all be accomplished with an independent contractor. Volunteers will be used for shrub and perennial planting, mulching, and clean-up.

Maintenance Analysis

All maintenance of RPL properties is performed by an independent contractor managed by RPL staff. The site improvements at Westover Hills Branch Library, which were completed in phases from 2014-2019, has served as maintenance testing grounds and pilot project. The current project team has met with the landscape maintenance contractor to outline the methodologies that will best suit the contractor's team and the need for more careful landscape maintenance practices than typically offered in a commercial setting. Collectively we have arrived at creating a site-specific manual for each property containing the sections outlined below. Manuals will be available in Spanish.

In addition to meeting with the contractor and his team to walk the site these manuals will be provided to the contractor and kept on site. Each site contains a "Bee Zone" that will require the extra care needed to grow herbaceous perennials. These areas are marked on site with edging of a color consistent throughout all branches and delineated in plan form in the manual. On this site the Bee Zone is defined with raised concrete boundary markers (see plans) periodically around the perimeter of the zone.

As part of the construction process the maintenance contractor will be awarded some of the plant installation work. We hope that this inclusion gives him and his employees a sense of ownership in the sites.

Manual Section One

Briefly describe the intent of the project, extent of site improvements, and role of the contractor in ecosystem management. Provide a very basic site plan highlighting Bee Zones for hand weeding, no herbicide use, different mulching applications, and general careful treatment. The plan may also show areas suitable for on-site composting if applicable. DPU will provide interpretive signage for these locations at a later date. All composting areas will be surface composting only for leaves only to be used as a mulch substitute. A few key terms such as "selective pruning" and "herbaceous perennial" will be defined. The correct use of herbicides will be outlined as this is a major issue on all sites.

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- Perennials: Know where they are and what they look like as they emerge in the spring

The above guidelines are examples only and these will be expanded upon. "If in doubt of how to treat a plant, ask first or leave it alone."

Manual Section Three

Seasonal charts capturing all landscape maintenance needs outside of lawn mowing and treatments, blowing off surfaces, and leaf removal:

- Late winter or fall pruning – when and why
- Spring/ fall plant replacements (approved by library staff)
- Activation and winterization of irrigation systems, head adjustments
- Mulching: to occur only once a year or twice a year in lighter applications at the discretion of the contractor (but we don't need 6-8" of mulch applied per year). Planting bed edging techniques.
- Corrective tree pruning: to be performed by city arborists and Richmond Tree Stewards.
- Fertilizations: by special request of branch managers only.

A maintenance visit sequence of work will be outlined to encourage leaves to be mown into the lawn areas and any accumulated debris and leaves to be blown into designated composting areas if applicable.

Common mistakes will be noted such as shearing shrubs with electric pruners twice a year and burying plants in mulch. Some of this will be redundant for emphasis. A clear methodology of reporting issues to branch managers such as irrigation damage will be outlined. Likewise, a methodology of branch managers reporting issues to the contractor will be defined. Responsible parties designated for all items including confirming dead/damaged beyond regrowth plants to be removed and suitable replacements. Cost for replacement manuals will be defined.

Greening Richmond Public Libraries

IMPROVING THE HEALTH OF THE JAMES RIVER BY REDUCING HYDROPHOBIC POLLUTION

Broad Rock Branch Library

4835 Old Warwick Road, Richmond, VA 23234

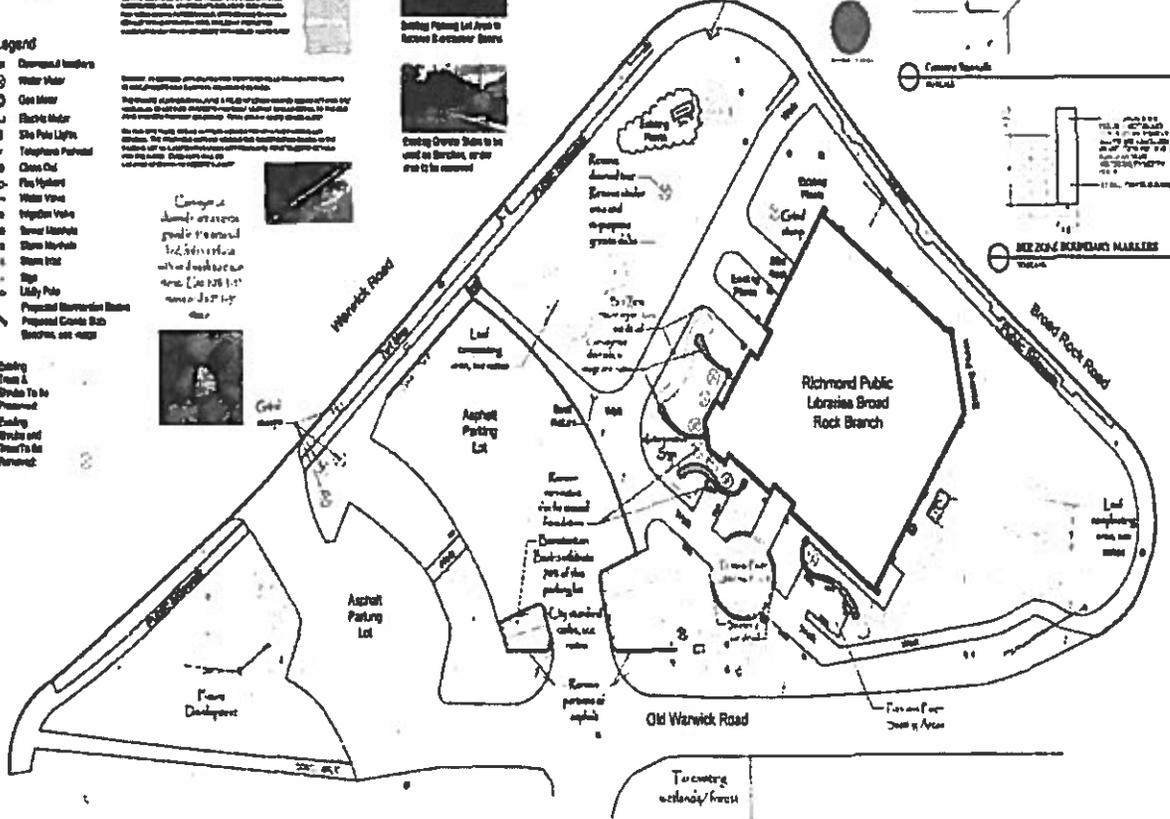
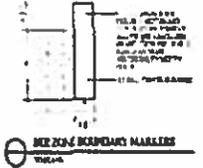
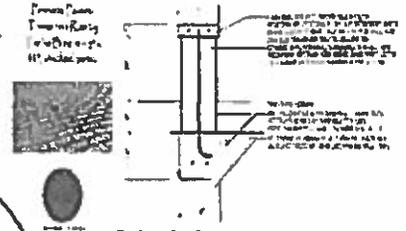
Legend

- ⊗ Stormwater Inlets
- ⊗ Water Meter
- ⊗ Gas Meter
- ⊗ Electric Meter
- ⊗ Slo Pole Light
- ⊗ Telephone Pole
- ⊗ Class Out
- ⊗ Plus Hydrant
- ⊗ Water Valve
- ⊗ Infiltration Valve
- ⊗ Sewer Manhole
- ⊗ Storm Manhole
- ⊗ Storm Inlet
- ⊗ Sign
- ⊗ Utility Pole
- ⊗ Proposed Stormwater Basin
- ⊗ Proposed Concrete Sidewalk

Existing Greening
 The existing greening at this site consists of existing lawn, shrubs, and trees. The existing greening is to be maintained and enhanced with additional plantings. The existing greening is to be maintained and enhanced with additional plantings.

Proposed Greening
 The proposed greening at this site consists of new lawn, shrubs, and trees. The proposed greening is to be installed and maintained. The proposed greening is to be installed and maintained.

Existing Trees to be Preserved
 Existing Stormwater Basins to be Preserved



SITE PLAN
 Not for construction
 FOUR WINDS
 CONSULTANTS, LLC
 Scale: 1" = 10'
 Date: 11-22-20
 Sheet: 1 of 2

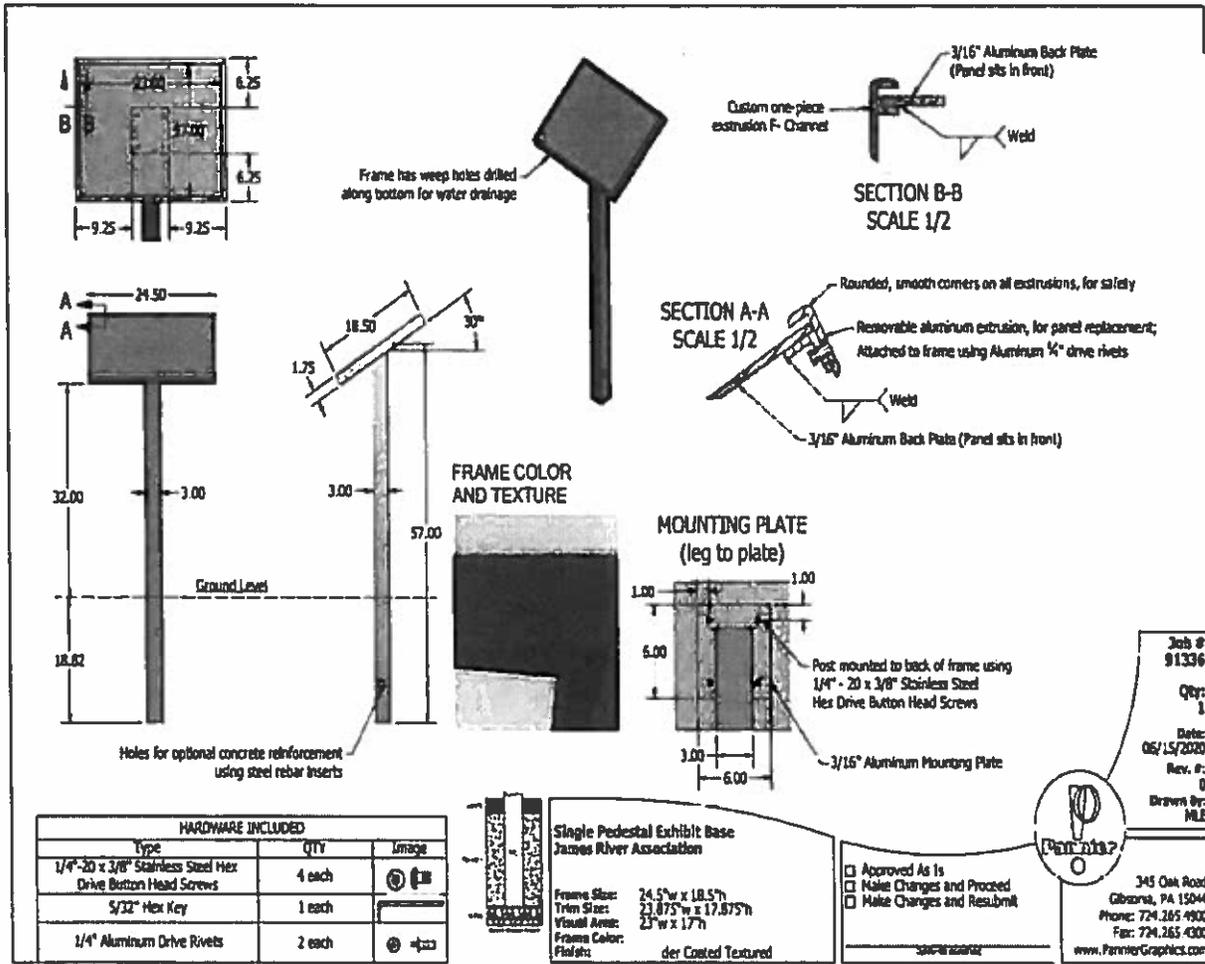


EXHIBIT D

**GREENING RICHMOND PUBLIC LIBRARIES PROJECT
WEST END BRANCH, NORTH AVENUE BRANCH, and BROAD ROCK BRANCH
RIGHT-OF-ENTRY AGREEMENT**

THIS RIGHT-OF-ENTRY AGREEMENT (the "Agreement") is made this ____ day of _____, 2021, between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and James River Association, a Virginia nonstock corporation (the "Grantee").

STATEMENT OF PURPOSE

- A. The Grantee will receive \$150,000.00 in funding from the City (the "Grant Funds"), for the purposes of utilizing green infrastructure practices to increase stormwater detention at the West End Branch, the North Avenue Branch, and the Broad Rock Branch through the Greening Richmond Public Libraries Project (the "Project").
- B. The City has authorized the donation of the Grant Funds by means of Ordinance No. _____, adopted _____, 2021.
- C. The performance of the activities described above requires the Grantee and its agents, contractors, employees, invitees, licensees, officers, and volunteers to enter onto certain City-owned real property, and the City is willing to grant such a right of entry to the Grantee on the terms and subject to the conditions set forth herein.

The City and the Grantee, intending to be legally bound, agree as follows:

1.0 Right of Entry.

1.1 Scope.

- 1.1.1 **Meaning of "Property."** For purposes of this Agreement, "Property" means the following three City-owned properties operated by the Richmond Public Library system as library branches: 1) the West End Branch on the property commonly referred to as 5420 Patterson Avenue, Richmond, Virginia 23226 and being comprised of Tax Parcel Nos. W0200075018, W0200075019, and W0200075020; 2) the North Avenue Branch on the property commonly referred to as 2901 North Avenue, Richmond, Virginia 23222 and being comprised of Tax Parcel No. N0000894015; and 3) the Broad Rock Branch on the property commonly referred to as 4820 Old Warwick Road, Richmond, Virginia 23224 and being comprised of Tax Parcel No. C0060611063.
- 1.1.2 **Meaning of "Services."** For purposes of this Agreement, "Services" means the activities conducted by the Grantee on the Property that are described in section 2.1 and section 2.2 of this Agreement.
- 1.1.3 **Grant of Right of Entry.** For the duration of this Agreement as set forth in section 1.1.5, the City hereby grants to the Grantee, and its agents, contractors, employees, invitees, licensees, officers, and volunteers the non-exclusive right to enter upon the Property for

the purpose of enabling the Grantee to perform its Services thereon.

- 1.1.4 **No Relationship between Parties.** The City and the Grantee agree that the Grantee is an independent contractor and in no way to be considered an employee, partner, agent, or associate, whether by joint venture or otherwise, of the City in the conduct of its business and the performance of the Services.
- 1.2 **Duration.** The right of entry granted by this Agreement, and all terms and conditions contained herein, will terminate automatically upon the completion of the Project, as the Project may be modified or extended by agreement of the parties, as such completion is determined by the City in its reasonable discretion or the termination by the City or the Grantee of this Agreement.
- 1.3 **Termination.** Either party may terminate this Agreement at will by giving notice to the other party. Should this Agreement be terminated pursuant to this section 1.3., the parties will confer and negotiate in good faith in order to determine what commercially reasonable actions, if any, either party may take in order to ameliorate any adverse impact on the parties or the Project. Such discussion will include, if applicable, outstanding or future financial obligations of both parties and the remaining scope of work.
- 2.0 **Standards and Requirements.**
- 2.1 **Work.** The Grantee, at its cost, shall perform the following green infrastructure practice activities on the Property: invasive and non-native species removal, impervious surface demolition and removal, native species planting, irrigation system installation, green infrastructure installation, restoration, and related activities (collectively, the "Work"). Prior to the cutting down or removal of any tree on the Property pursuant to this Agreement or otherwise, the Grantee shall submit a written request to the Director of Public Works and obtain the express written permission of the Director of Public Works as required by section 8-287 of the Code of the City of Richmond, as it may hereafter be amended. The Grantee shall ensure that all Work on the Property is performed in a workmanlike manner, in accordance with federal, state and local laws, and in accordance with all policies, regulations, and standards of the City that are applicable to the activities. The Grantee shall obtain all approvals and rights from the City and any other property owners necessary to undertake any Work.
- 2.2 **Repairs.** The Grantee, at its cost, shall repair any damage to the Property caused by the Grantee to the satisfaction of the City and shall return the Property in a condition satisfactory to the City as determined by the City in its reasonable discretion. If the Grantee has not done so by the termination of this Agreement, the City may make any necessary repairs at the Grantee's cost. This section 2.2 will survive the termination of this Agreement.
- 2.3 **Utility Protection.** The Grantee shall protect all private and publicly-owned utilities located within the Property and shall not permit any utilities interruption.
- 3.0 **Liability.**
- 3.1 **Release.** The City shall not be liable for any personal injury or property damage to the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused, and the Grantee hereby releases the

City from any liability, real or alleged, for any personal injury or property damage to the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused. No provision of this Agreement shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia constitution, statutes, and case law to the extent that it applies. This section 3.1 will survive the termination of this Agreement.

- 3.2 **Indemnity.** The Grantee shall indemnify and defend the City and its agents, contractors, employees, officers, and volunteers from and against any and all losses, liabilities, claims, damages and expenses, including court cost and reasonable attorneys' fees, caused by, resulting from, or arising out of any claim, action or other proceeding, including any claim, action or other proceeding initiated or maintained by any of the Grantee's agents, contractors, employees, invitees, licensees, officers, or volunteers, that is based on or related to (i) the Grantee's breach of this Agreement, (ii) the use of Property by the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers, (iii) the performance of any activities on or outside of the Property by the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers, (iv) the presence on or about the Property of the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers, (v) the conduct or actions of the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers within or outside the scope of this Agreement, or (vi) any error, omission, negligent act or intentional act of the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers. This section 3.2 will survive the termination of this Agreement.
- 3.3 **Insurance.** The Grantee shall ensure that commercial general liability insurance with a combined limit of not less than \$1,000,000 per occurrence, insuring the Grantee and any of its agents, contractors, employees, invitees, licensees, officers, or volunteers performing activities on behalf of the Grantee against liability for injury to persons and damage to property occurring on or about the Property or arising out of the maintenance or use thereof or the Work performed thereon, with an insurer licensed to transact insurance business in the Commonwealth of Virginia is maintained throughout the duration of this Agreement. The insurance policy or policies under which the required insurance is provided shall include the City as an additional insured and shall be effective before the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers enter the Property. The Grantee shall furnish the City with copies of the required additional insured endorsements and such certificates of insurance evidencing the existence of the required insurance coverage as the City may request, which documentation will be reviewed promptly, and neither the Grantee nor its agents, contractors, employees, invitees, licensees, officers, or volunteers shall enter the Property until the City's Chief of Risk Management has approved the required insurance.
- 4.0 **Miscellaneous.**
- 4.1 **Assignment.** The Grantee shall not transfer or assign its rights or obligations under this Agreement.
- 4.2 **Dispute Resolution.**
- 4.2.1 **Construction and Interpretation.** Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or questions of intent arises with respect to any provision of this Agreement, this Agreement will be construed

as if drafted jointly by the parties. Neither the form of this Agreement nor any language herein shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.

- 4.2.2 **Forum and Venue.** Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.
- 4.2.3 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the City and the Grantee in connection with the Agreement, shall be governed by, and construed and interpreted in accordance with, the laws or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- 4.3 **Modifications.** This Agreement contains the complete understanding and agreement of the parties with respect to the matters covered herein and may not be modified except in a written instrument signed by the duly authorized representatives of each of the parties hereto.
- 4.4 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Agreement, the City and the Grantee hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City or the Grantee; (iii) no individual or entity shall obtain any right to make any claim against the City or the Grantee under the provisions of this Agreement; (iv) no provisions of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether that individual or entity is named in this Agreement.
- 4.5 **Notices.** All notices, offers, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally, by messenger, by recognized overnight courier service or by registered or certified U.S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:

A. To the Grantee:

Justin Doyle
Community Conservation Manager
James River Association
211 Rocketts Way, Suite 200
Richmond, VA 23231

B. To the City:

Chief Administrative Officer
900 East Broad Street, Suite 201
Richmond, VA 23219

Either party may change any of its address information given above by giving notice in writing stating its new address to the other party.

Effective as of the date first written above.

GRANTEE:

By: _____
William H. Street
Chief Executive Officer
James River Association

CITY:

By: _____
Lincoln Saunders
Acting Chief Administrative Officer
Authorized by Ord. No. _____
Adopted _____

APPROVED AS TO TERMS:

Scott Firestine
Director
Richmond Public Library

APPROVED AS TO FORM:



A. Ross Phillips
Assistant City Attorney