

INTRODUCED: March 13, 2023

AN ORDINANCE No. 2023-089

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a City of Richmond Grant Contract between the City of Richmond and the James River Association to provide funding for the implementation of green infrastructure improvements to increase stormwater management at a certain library of the City known as the East End Branch located at 1200 North 25th Street. (7th District)

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MARCH 27 2023 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 City of Richmond Grant Contract between the City of Richmond and the James River Association to provide funding for the implementation of green infrastructure improvements to increase stormwater management at a certain library of the City known as the East End Branch located at 1200 North 25th Street. The City of Richmond Grant

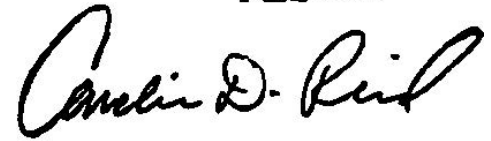
AYES: 9 NOES: 0 ABSTAIN:

ADOPTED: MAR 27 2023 REJECTED: STRICKEN:

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

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

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, appearing to read "Carolin D. 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: February 7, 2023 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

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

THROUGH: Robert C. Steidel, Deputy Chief Administrative Officer, Operations

Robert C Steidel
Digitally signed by Robert C Steidel
Date: 2023.02.09 14:32:19 -05'00'

THROUGH: April N. Bingham, Director, Department of Public Utilities

THROUGH: L. Alan Harrison, Acting Deputy Director Senior, Department of Public Utilities

LAH - 2/8/23

THROUGH: Bill Boston, Capital Improvement Manager, Department of Public Utilities

WEB 2-7-23

FROM: Jenn Clarke, Program and Operations Supervisor, Department of Public Utilities

JC 02.07.2023

RE: Grant Contract in the amount of \$150,500 to further the Greening Richmond Public Libraries Initiative at the East End Branch location

ORD. OR RES. No. _____

PURPOSE: This O&R request is to authorize the Chief Administrative Officer to execute, for and on behalf of the City of Richmond, a \$150,500.00 Grant Contract by and between the City of Richmond and the James River Association for the purposes of installing green infrastructure and performing related activities in the City right-of-way and on City property at the East End Branch Richmond Public Library at 1200 North 25th Street in the East End community of Richmond (the "Project").

REASON: The City and the James River Association collaboratively designed, with stakeholder engagement and community input, the Project as detailed in Exhibit A (the "East End Branch Location, Character, and Extent Application Packet") of the attached Grant Contract. In order to further the Project, the Department of Public Utilities desires to contribute \$150,500.00.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: The Urban Design Committee recommended the Project for approval on October, 6, 2022 and the Planning Commission approved the Project location, character, and extent on October 17, 2022. The Project will improve water quality in Richmond's Shockoe Creek watershed, which is one of the RVA Clean Water Plan's three priority watersheds. The Grant Contract is conditioned on, among other things, the James River Association complying with all applicable City requirements to work and install facilities in City right-of-way.

The East End Branch Library is the fifth location to be improved as part of the ongoing Greening Richmond Public Libraries Initiative which improves stormwater management at library branches, installs native plantings, positions bilingual educational signage onsite, and offers water quality improvements to stormwater runoff, the James River, and local tributaries. Most recently, improvements were made at the Broad Rock, North Avenue, and West End Branch Libraries. Prior to that, the Westover Hills Branch Library was the first location to see stormwater bioretention facilities installed and native species planted.

The entire \$150,500.00 Grant Contract amount will be paid from the Stormwater Utility Fund. Additionally, the James River Association has over \$155,700.00 in funding from non-City organizations for the Project. The Grant Contract, in pertinent part, requires the James River Association to: (1) install certain stormwater bioretention facilities; (2) plant trees and plants in those stormwater bioretention facilities and elsewhere across the Project site, as detailed in Exhibit A; and (3) report on associated water quality improvement metrics in relation to the RVA Clean Water Plan. Richmond Public Libraries, through their independent landscaping contractor, will maintain the stormwater bioretention facilities.

FISCAL IMPACT / COST: \$150,500.00

FISCAL IMPLICATIONS: None.

BUDGET AMENDMENT NECESSARY: No.

REVENUE TO CITY: None.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: March 13, 2023

CITY COUNCIL PUBLIC HEARING DATE: March 27, 2023

REQUESTED AGENDA: Consent Agenda.

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

AFFECTED AGENCIES: Department of Public Utilities and Richmond Public Libraries.

O&R Request

Page 3 of 3

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS: Grant Contract

STAFF: Jenn Clarke, Program and Operations Supervisor, DPU, 804.646.8131

**CITY OF RICHMOND
GRANT CONTRACT**

THIS GRANT CONTRACT (the "Contract") is made and entered into on this ____ day of _____, 20__ by and between the CITY OF RICHMOND, VIRGINIA, (the "City"), a municipal corporation and political subdivision of the Commonwealth of Virginia, and the 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 1200 North 25th Street, Richmond, Virginia 23223 (the "East End Branch");

WHEREAS, the City desires to utilize green infrastructure practices to improve stormwater management at the East End Branch (the "Project");

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

WHEREAS, the Project is funded by a 319H grant from the Virginia Department of Environmental Quality in the amount of \$100,000.00 and the City of Richmond Department of Public Utilities Stormwater Utility in the amount of \$150,500.00;

WHEREAS, the Recipient has formed a partnership with the City and other organizations and has secured more than \$155,700.00 in funding from sources other than this Contract for the Project; and

WHEREAS, the City desires to donate \$150,500.00 (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:

I. Contact Information.

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

Jenn Clarke
Program and Operations Supervisor
Department of Public Utilities
1801 Commerce Road
Richmond, Virginia 23224
(804) 646-8131

jenn.clarke@rva.gov

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

Justin Doyle
Director of Community Conservation
James River Association
16 South 17th Street Suite 100
Richmond, Virginia 23219
jdoyle@thejamesriver.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 December 31, 2023, the Recipient shall perform the services at the branch pursuant to this section 3.

- A. **East End Branch.** At the East End Branch, in conformance with the East End Branch Location, Character, and Extent Application Packet submitted to the Urban Design Review Committee on or around October 6, 2022, which is attached hereto and incorporated herein as Exhibit A (including updated drawings), the Recipient shall:
- i. **Construction; Restoration.** Remove asphalt, curbing, concrete and sub base to make way for bioretention basins. Remove additional trees as necessary and approved by the City, upon request from the City, or as indicated on project plans. Pour new curb and gutter to layout shown, see detail on the drawing dated January 31, 2023, and labelled "Sheet: 2 of 5" of the Project Plans ("Drawing B"). Install overflow standpipe with outlet back into street only into cell as noted on Drawing

B. Replace existing CG-12 accessibility ramp. Install interpretive signs. Install four bioretention basins. Install velocity reducers and trash/salt traps. Install 10 bee zone markers (the "Bee Zone Markers"). Install Bee Zone markers in following manner: 3500 psi concrete, set as second pour on top of walls with 3 pieces of 1/2" rebar in wall pour for connection; treat face with Artex to remove any form marks or striations; use project standard color admixture, tooled top corners. Install roll down curbs for ingress/egress of stormwater. Install bioretention basin inspection ports and connect to underdrain. Install seven "no parking" signs. Contact Miss Utility and locate gas line closest to proposed improvements on R Street. Assume all responsibility for construction methods employed and field verify all dimensions. Report issues and concerns to Four Winds Design. Ensure positive drainage away from all buildings at all times during the demolition and building process. Not block any public thoroughfares including sidewalks, during demolition or construction, without properly displayed City permits. Not leave open any holes overnight without securing perimeter fencing or installing caution tape around the hole. Obtain all building permits, soil studies, and structural details as required by the City. Attend a preconstruction meeting with representatives of the Recipient and Four Winds Design (for clarity, participants may include contractors, masons, and subcontractors, if applicable). Document the depth of excavation in proposed bioretention areas with pictures that show measuring tape dimensions in holes (the "Pictures"). Email the Pictures to Four Winds Design as they are taken with a minimum of one Picture per hole or varied depth applications. Print the drawing dated January 31, 2023, and labelled "Sheet: 1 of 5" of the Project Plans ("Drawing A") in color and prints to scale on 24"x36" paper. Print Drawing B in color and prints to scale on 24" by 36" paper. With respect to Drawings A and B, not use smaller print sizes in the field. Keep a copy of the City-approved drawings and stormwater permit on site at all times. Ensure that the "No Parking" signs on 25th Street are 1" steel pipe or similar and are set 24" below grade. Further submit final construction documents to DPW for final review upon completion of other City departmental reviews. Remove all shrubs in planter beds except where shown as existing to remain. If it becomes necessary to pump rainwater out of holes, use a filter bag with additional Silt Soxx area created solely for this purpose. Scarify bottom of bioretention basin before installation of media if the basin has received any foot traffic or compaction. Maintain soil depth as noted. Ensure that bioretention soil shall be 80% coarse (mortar) sand, 10% high grade topsoil, and 10% leaf or mushroom compost. Provide testing of the bioretention soil mix for acceptable phosphorous levels. Ensure that bioretention soil mix shall have a P-index between 10 and 30 or between 7 and 21 mg/kg of phosphorous total in the soil mix. Ensure that non-woven geotextile shall have a flow rate above 100 gal/min/sq ft. (Geotex 351 or equivalent). Upon completion of drainage work, soil installation, and larger trees work as noted (see Drawing B, referred to as "page two" on Drawing B), cause a volunteer crew to install the plants described in section 3(A)(ii) of this Contract according to the planting plan shown on the drawing dated January 31, 2023, and labelled "Sheet 5 of 5" of the Project Plans ("Drawing E"), (the "Volunteer Work"). After the Volunteer Work is complete, check finished

grades of the bioretention area, loosen any compacted soil, install mulch, and fully clean up the site including power washing masonry and surfaces. After installation of all elements described herein, cause a volunteer crew to install soil amendments, and mulch. Return to site for final clean-up after volunteer work days. Ensure that Basins A-C have an overflow standpipe independent of the underdrain (the "Pipe"). Ensure that Pipe shall be 8" schedule 40 pvc with a finished elevation 3" above finished engineered soil height. Ensure that the Pipe shall be fitted with an 8" domed trash rack/floating debris grate. Ensure that Basin A shall overflow into Basin B, Basin B into Basin C, and overflow pipe of Basin C shall outlet into the proposed gutter. Cause irrigation to be installed by Richmond Irrigation. Contact relevant personnel within Richmond Irrigation for quote to include in contractors proposal. Consult Drawing E for layout narrative for consideration in concrete work. Saw cut curbing for new basin at edge of parking stall. Remove granite curbing to existing joints as noted on Drawing A. Salvage section of granite curbing for re-use as shown on Drawing A. Remove curbing and concrete and salvage tactile sheet of accessibility ramp for reuse as shown on Drawing A. Secure 8" Silt Soxxes in place as shown on Drawing A. Install Silt Soxxes according to detailed drawings labelled "SECTION nts," "PLAN nts," and "COMPOST SOCK CONNECTION/ATTACHMENT DETAIL" on Drawing A. Cut to length and install salvaged granite curbing section. Pour new curb and gutter to layout shown following existing grade (see detail on Drawing B). The Grantee shall pour additional new curb to layout shown (see detail on Drawing B). Provide transportation and offloading of removed granite curb section to another two library locations. Install bioretention basins according to specifications described in table labelled "Bioretention Sizes and Media Depths" on Drawing B. Pour new curb and gutter to layout shown on the drawing dated January 31, 2023, and labelled "Sheet: 3 of 5" of the Project Plans ("Drawing C"). Preserve existing trees and shrubs as indicated in Drawings A and B. Implement Virginia Erosion and Sediment Control Handbook (referred to as "VESCH" in Drawing C) General Erosion and Sediment Control Notes, Richmond Standard Erosion and Sediment Control Notes (referred to as "Richmond Standard E&S Notes" in Drawing C), and 19 Minimum Standards as described in Drawing C. Install bioretention basin walls in the following manner: 3500 psi concrete with 1/2 rebar 18" OC horizontally and vertically; treat exposed faces with Artex to remove any form marks or striations; tooled top corners; waterproof interior of walls; contractor to submit product cut sheet. Install velocity reduced and trash/salt trap in the following manner: mix 3-5" and 2-3" tan riverstone sizes at 75/25%; place larger stones over fabric and carefully fill gaps with mortar, apply smaller stones; no mortar shall be visible; this application is intended to be semi-pervious to capture road salt; contractor to provide mock-up for approval. Install bioretention basins according to the drawing dated January 31, 2023, and labelled "Sheet: 4 of 5" of the Project Plans ("Drawing D"). Install curb and gutter according to detail shown on Drawing D. Install CG detectable warning surface ramp according to specifications shown on Drawing D. Remove several mini excavator scoops of soil at four locations to be flagged for tree planting as indicated on Drawing A. Install 6" tube steel weep holes to allow water to enter

basins, 3 per section as indicated on Drawing B. Clean out existing roof runoff from internal gutters. Locate pipe and feed into the underdrain of Basin B. In addition to the plantings shown on Drawing E, install 11 "Sweetbay Magnolia" (*Magnolia Virginiana*) trees as street trees along R Street, whose locations shall be flagged in the field at time of install.

ii. **Plants.** Plant items according to the "Plant Schedule" shown on Drawing E making substitutions with other plants included on the below list in the event planting the listed species or quantities of species are impracticable, unavailable at the time of installation, or as otherwise requested by the City, including:

Botanical Name	Common Name	Quantity	Size
Acer rubrum 'Brandywine'	Red Maple	4	2.5" Gal
Aronia arbutifolia 'Low Scape'	Red Chokeberry	8	3 Gal
Chasmanthium latifolium	Sea Oats	125	1 Gal
Clethra alnifolia 'Hummingbird'	Dwarf Clethra	9	3 Gal
Itea virginica 'Henry's Garnet'	Sweetspire	2	7 Gal
Itea virginica 'Little Henry'	Sweetspire	22	3 Gal
Juniperus horizontalis 'Bar Harbour'	Creeping Juniper	12	1 Gal
Magnolia virginiana	Sweetbay Magnolia	21	7-8'
Panicum amarum 'Dewey Blue'	Atlantic Coastal Panic Grass	103	3 Gal
Panicum virgatum 'Shenandoah'	Switch Grass	6	3 Gal
Rhus aromatica 'Low Grow'	Fragrant Sumac	19	3 Gal

- B. **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 B signed by its duly authorized representative.
- C. **Communications.** Mention "RVAH2O" and "Richmond Public Libraries" in all communications regarding the Project with third parties, including interviews, social media posts, and press releases. Tag "RVAH2O" in any social media post regarding the Project. Include logo and hyperlink to RVAH2O website (<https://rvah2o.org/>) on Project website.

4. **Performance Measures.** The City shall have sole discretion to determine performance under 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 B?
- B. Has the Recipient performed all East End Branch services, as detailed in sections 3(A) and 3(C) of this Contract?

5. **Reporting.** The Recipient shall: (1) Provide final as-built information upon completion of the Project; (2) Provide project and site photos (including photos depicting pre-existing and post-construction conditions) and construction and planting documentation; and (3) Furnish the City's point of contact with specific final project metrics upon completion of the Project including:

- Drainage Area (acres);
- Impervious Area Managed (acres);
- Total Suspended Solids Reduction (lbs/year);
- Total Phosphorus Reduction (lbs/year);
- Total Nitrogen Reduction (lbs/year);
- Stormwater Volume Reductions (Million Gallons);
- Total Number of Trees Planted;
- Total Number of Plants Planted (Including Trees) That Are Native to Virginia;
- Total Number of Plants Planted (Including Trees) That Are Not Native to Virginia; and
- Total Project Cost.

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 (iv) 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

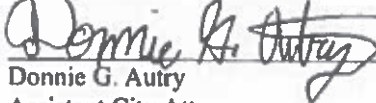
CITY:

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

APPROVED AS TO TERMS:

April N. Bingham
Director of Public Utilities

APPROVED AS TO FORM:



Donnie G. Autry
Assistant City Attorney

EXHIBIT A



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::East End Branch

Project Address: 1200 North 25th Street, Richmond, 23223

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 road curbing; installation of pervious paver parking lot, concrete bioretention containment walls; installation of native plants, irrigation system and interpretive sign.

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

Name: Scott Firestine, RPL Director

Email: Scott.Firestine@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.

Greening Richmond Public Libraries

IMPROVING THE HEALTH OF THE JAMES RIVER BY REDUCING STORMWATER POLLUTION

East End Branch

Project Description

The site is located in the East End of Richmond in Church Hill. The property is an extremely urban location on busy North 25th Street. Soil infiltration values are assumed very poor as the native soil is not accessible until demolition occurs. Litter and salt from winter road applications are prevalent and North 25th Street is infamous for vehicular accidents involving cars mounting the sidewalks. 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 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 a portion of the roof, sidewalks, and roads; significantly reduce stormwater runoff from the parking lot by installing pervious pavers, reduce the heat island effect on the southern side of the building with shade trellises and trees, install a city bike share station, protect pedestrians with bollards and a designated drop off area, as well as develop an ecologically responsible miniature park that can be used as an educational tool. Impervious area and most 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 an interpretive sign, 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.

This project is funded by a 319H grant from the Virginia Department of Environmental Quality (\$100,000.00), the City of Richmond Department of Public Utilities – Stormwater Utility (\$50,000.00), the City of Richmond (amount TBD to cover pervious pavers and bike share station), and supported by staff hours from The James River Association and RVAH2O with service donations from Four Winds Design.

Construction is scheduled to begin in October of 2022. Phase Two will encompass the paver parking lot in early 2023. Demolition and site infrastructure, bioretention basins, irrigation, trellises, sign, trash cans, pavers will all be accomplished with an independent contractor. Volunteers like you will install the plants and mulch; come sweat it out with the best of them in early December.

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. Site-specific manuals for each property have been created and are included as a separate attachment.



October 3, 2022

RE: Amended Plans
UDC 2022-19
Greening Richmond Public Libraries
East End Branch Library
1200 North 25th Street,
Richmond, 23223

Urban Design Committee Members,

The plans for this project have been updated by the Applicant in response to comments received from the Department of Public Works (DPW), as of 10/03/2022.

The Applicant has removed the provision of pervious pavers in the parking area due to cost issues. The Applicant hopes to provide bio-swale stormwater facilities in the parking lot dependent on further funding. Small changes have been made to the layout of the bike share station and the width of sidewalk and stormwater facilities along the sidewalk has also been adjusted.

The Applicant has provided the remarks below in answer to questions from DPW and lists several changes to the plans.

1. ROW TRANSPORTATION

(a): Sidewalks are too narrow? - SIDEWALK WIDTH HAS BEEN INCREASED TO 7' AND IS NOTED ON DRAWINGS.

(b): Concerns Regarding Bollards? - BOLLARDS HAVE BEEN ELIMINATED

(c): River stone will be mortared in place? – YES

(d): Who maintains trash traps? – A THIRD PARTY LANDSCAPE CONTRACTOR MAINTAINS ALL RPL PROPERTIES

(e): Confirm design for ADA ramp is up to date. – THIS WILL BE REPLACED IF DPU PROVIDES FUNDING, DECISION TBD. IN THE MEANTIME THERE WILL BE NO CONFLICT WITH EXISTING AND PROPOSED CONCRETE SO IT CAN BE REPLACED IN THE FUTURE.

(f): Does the tree at the corner meet sight triangle site requirements? - YES

(g): Bike Share Power Housing conflicts with walk area in sidewalk. - RELOCATED TO PROPOSED CONCRETE PAD OUTSIDE OF SIDEWALK

2. FORESTRY

(a): Change Fringetrees to Wax Myrtles. - USING A LARGE, FAST GROWING EVERGREEN SHRUB CREATES MAINTENANCE ISSUES. FRINGETREES HAVE BEEN SUBSTITUTED WITH SWEETBAY MAGNOLIAS OR ELIMINATED.



(b): Minimum 10' tree protection zones. - THE EXISTING TREES TO REMAIN ARE PLANTED IN A 5' X 5' TREE WELL. IT SHOULD BE NOTED THAT SOME CONCRETE AROUND THEM IS BEING REMOVED THEREBY INCREASING SPACE FOR THE TREES. FINAL DRAWINGS WILL SPECIFY THAT CONSTRUCTION FENCING WILL ENCIRCLE THE 5' X 5' SPACES AND NO FOOT TRAFFIC OR STORAGE MAY OCCUR IN THAT SPACE.

Feel free to contact me if any questions arise, (804) 646-5467 and raymond.roakes@grva.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray Roakes", written in a cursive style.

Ray Roakes
Planner/ Secretary to the Urban Design Committee



Urban Design Committee

UDC 2022-19	Final Location, Character, and Extent Review	Meeting Date: 10/06/2022
Applicant/Petitioner	Scott Firestine, Director, Richmond Public Libraries	
Project Description	Final location, character, and extent review of the Greening Richmond Public Libraries: East End Branch project.	
Project Location		
Address: 1200 North 25th Street		
Property Owner: CITY OF RICHMOND PUBLIC WORKS		
High-Level Details:		
<p>The applicant proposes sustainable stormwater and pedestrian infrastructure improvements to the exterior of the existing library and surrounding right-of-way.</p> <p>Improvements to the site include public space improvements, a new parking lot, enhanced landscaping and hardscaping, green stormwater facilities, passenger drop off area, and a new bike share station.</p>		
Staff Recommendation	Approval	
Staff Contact	Ray Roakes, Planner, raymond.roakes@rva.gov	
Public Outreach/ Previous Reviews	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.	

Findings of Fact

Site Description	The site is located in the Fairmount neighborhood at the intersection of North 25 th Street and “R” Street. The site is zoned B-2 - Business (Community Business) district, and consists of roughly 0.35 acres. The property currently consists of the East End Branch Library and associated landscaping and parking lot. In the greater neighborhood, the Nine Mile Road/ North 25 th Street traffic circle is located one block to the north and acts as a central point to the neighborhood.
Scope of Review	The project is subject to location, character, and extent review under section 17.05 of the Richmond City Charter
Project	The purpose of the project is to develop a final plan for the construction of sustainable stormwater and

Description	<p>pedestrian infrastructure improvements to the exterior of the existing library and surrounding right-of-way.</p> <p>The narrative states that the goal of the project is to filter runoff while detaining stormwater so that excess volume can infiltrate to the ground and be recycled by landscaping plants.</p> <p>The project site currently consists of the East End Branch Library building, street sidewalk, parking lot, and associated landscaping. The site will provide new stormwater bioretention infrastructure along North 25th Street and “R” Street, parking lot improvements to consist of greater landscaping and permeable pavers, passenger drop off location, and a new bike share station. Impervious area and most non-native species will be removed with native plants added for shade, wildlife habitat, and other ecosystems services.</p> <p>GRTC Bus Line 7 is located on the primary street frontage along North 25th Street, but the nearest bus stop is a block to the south.</p> <p>The narrative states that the “project strives to be become a model of sustainable site development with educational components accomplished through the use of an interpretive sign, special library programs, and community involvement and support.”</p> <p>The applicant is working with the Richmond Public Art Commission to provide several trellis structures along “R” Street that will be used to grow shade plants that will shade the windows of the library as well as the sidewalk. The inclusion of this feature is likely dependent on that collaboration and the approval of Public Arts funding.</p>
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Urban Design Guidelines and Master Plan

	Text	Staff Analysis
Master Plan		
Big Moves: Realign City Facilities	<p><i>Vision: Equity, Sustainability, and Beauty</i></p> <p><i>Sustainability - City facilities can help showcase green building features.</i></p> <p><i>Beauty – Oftentimes, City facilities serve as beautiful landmarks that anchor a neighborhood and create a distinctive place through architecture and site design.</i></p>	<p>Big Moves: Realign City Facilities</p> <p>The project includes a number of sustainability green features that will be showcased for the community. The library will also facilitate learning opportunities to enhance knowledge of sustainability in the community.</p> <p>The addition of greater landscaping and site features will contribute to the beauty of the site and the ability of the library to anchor the neighborhood through distinctive place making.</p>
	<p>Objective 4.2 – Integrate public art into the built environment.</p> <p><i>c. Link public art with major public facility initiatives (e.g., plazas, buildings, parks, bridges) and expand the definition of public art to include architectural embellishments of buildings, or landscape features.</i></p> <p>Objective 10.4 - Increase the number of low-emission vehicles.</p> <p>Objective 16.4 - Increase green stormwater infrastructure</p> <p><i>b. Identify opportunities for green infrastructure on public lands and rights-of-way</i></p> <p>Objective 17.3 Reduce urban heat</p> <p>Objective 17.7 Increase and enhance biodiversity</p> <p><i>b. Increase the prevalence of native plant species and plants for healthy pollinator communities at public facilities</i></p> <p><i>c. Implement the RVA Clean Water strategy to use 80% native plants in new landscaping at public facilities by 2023.</i></p> <p><i>g. Encourage bird houses, bat houses, and other structures that provide important and safe shelters for wildlife.</i></p>	<p>Master Plan Objectives</p> <p>Richmond 300 includes a number of sustainability objectives specifically relating to public facilities and City owned properties. Sustainable stormwater management is a primary concern and will be enhanced by this project. ROW stormwater will also be treated by this project, furthering RVA 300 Goals.</p> <p>The addition of a bike share station onsite will enhance the availability of low emission transportation via greater bike infrastructure.</p> <p>Further landscaping in parking areas and the street sidewalk will reduce heat island effects.</p> <p>Native, adaptive, and pollinator plantings will be utilized.</p>
Urban Design Guidelines		
PAVING AND SURFACE MATERIALS – Page 3	<p><i>The design guidelines suggest compatibility, performance, durability, maintenance requirements, cost, and sustainability be considered when</i></p>	<p>PAVING AND SURFACE MATERIALS</p> <p>The project will install pervious pavers in the parking area. The project will also install bio-</p>

	<i>designing pavement areas. Impervious areas should be limited and pervious pavement materials should be introduced, especially in minimally used parking areas.</i>	retention facilities that will treat stormwater from both onsite and the ROW.
STREET DESIGN – P.6	<i>Intersections should be designed to serve pedestrians, bicyclists and motorists in a safe manner.</i>	Street Design The project includes pedestrian enhancements and the proposed bio-retention facilities will help buffer pedestrian crossing areas across “R” Street and North 25 th Street – reducing the distance that pedestrians will be in the path of vehicles while crossing.
LANDSCAPING – Page 10	<i>Plantings should be compatible with and relate to surrounding landscapes. Site landscaping should complement and soften new construction and building architecture. Plant materials should create spaces by providing walls and canopies in outdoor areas. In addition, landscaping should provide a sense of scale and seasonal interest. Species diversity, plant selection, and long term maintenance should be considered.</i>	LANDSCAPING Landscaping is used to create interest and enhance the beauty of the existing site. Diverse species and long term maintenance is considered.
STORM WATER MANAGEMENT AND LOW IMPACT DEVELOPMENT – Page 11	<i>Design guidelines encourage use of Low Impact Development design elements that that infiltrate, filter, store, evaporate, minimize, and detain stormwater runoff are applied to not only open space, but also rooftops, streetscapes, parking lots, and sidewalks.</i>	STORM WATER MANAGEMENT AND LOW IMPACT DEVELOPMENT Low impact stormwater practices are included with bio-retention facilities and permeable pavers.
SITE FEATURES – Page 14	<i>The site should respond to its users through its design and by providing an appropriate array of amenities to serve those users and should incorporate sustainable design aspects. Operational features and parking should be screened from view.</i>	The proposed bike share station, opportunity for community engagement on sustainability themes and greater shade for users all increase the offerings of the site and the comfort of users. Landscaping is used to help screen parking areas.



Staff Report
 City of Richmond, Virginia
Planning Commission



UDC 2022-19	Final Location, Character, and Extent Review	Meeting Date: 10/17/2022
Applicant/Petitioner	Scott Firestine, Director, Richmond Public Libraries	
Project Description	Final location, character, and extent review of the Greening Richmond Public Libraries: East End Branch project.	
Project Location		
Address: 1200 North 25th Street		
Property Owner: CITY OF RICHMOND PUBLIC WORKS		
High-Level Details:		
<p>The applicant proposes sustainable stormwater and pedestrian infrastructure improvements to the exterior of the existing library and surrounding right-of-way.</p> <p>Improvements to the site include public space improvements, a new parking lot, enhanced landscaping and hardscaping, green stormwater facilities, passenger drop off area, and a new bike share station.</p>		
UDC Recommendation	Approval	
Staff Contact	Ray Roakes, Planner, raymond.roakes@rva.gov	
Public Outreach/ Previous Reviews	<p>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.</p> <p>The application was heard at the October 6, 2022 UDC meeting. At the meeting, the Committee voted to recommend approval with no conditions.</p>	

Findings of Fact

Site Description	The site is located in the Fairmount neighborhood at the intersection of North 25 th Street and “R” Street. The site is zoned B-2 - Business (Community Business) district, and consists of roughly 0.35 acres. The property currently consists of the East End Branch Library and associated landscaping and parking lot. In the greater neighborhood, the Nine Mile Road/ North 25 th Street traffic circle is located one block to the north and acts as a central point to the neighborhood.
Scope of	The project is subject to location, character, and extent review under section 17.05 of the Richmond

Review	City Charter
Project Description	<p>The purpose of the project is to develop a final plan for the construction of sustainable stormwater and pedestrian infrastructure improvements to the exterior of the existing library and surrounding right-of-way.</p> <p>The narrative states that the goal of the project is to filter runoff while detaining stormwater so that excess volume can infiltrate to the ground and be recycled by landscaping plants.</p> <p>The project site currently consists of the East End Branch Library building, street sidewalk, parking lot, and associated landscaping. The site will provide new stormwater bioretention infrastructure along North 25th Street and “R” Street, parking lot improvements to consist of greater landscaping and permeable pavers, passenger drop off location, and a new bike share station. Impervious area and most non-native species will be removed with native plants added for shade, wildlife habitat, and other ecosystems services.</p> <p>GRTC Bus Line 7 is located on the primary street frontage along North 25th Street, but the nearest bus stop is a block to the south.</p> <p>The narrative states that the “project strives to be become a model of sustainable site development with educational components accomplished through the use of an interpretive sign, special library programs, and community involvement and support.”</p> <p>The applicant is working with the Richmond Public Art Commission to provide several trellis structures along “R” Street that will be used to grow shade plants that will shade the windows of the library as well as the sidewalk. The inclusion of this feature is likely dependent on that collaboration and the approval of Public Arts funding.</p>

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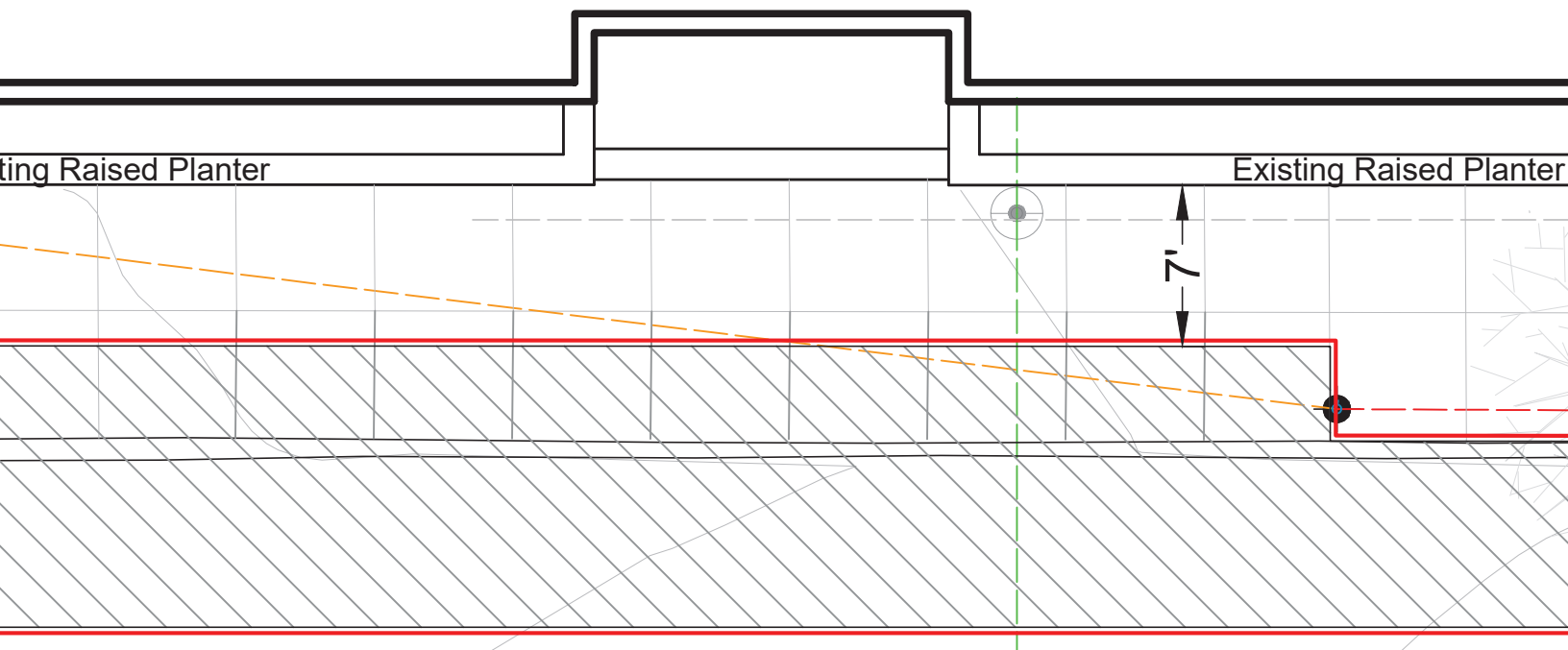
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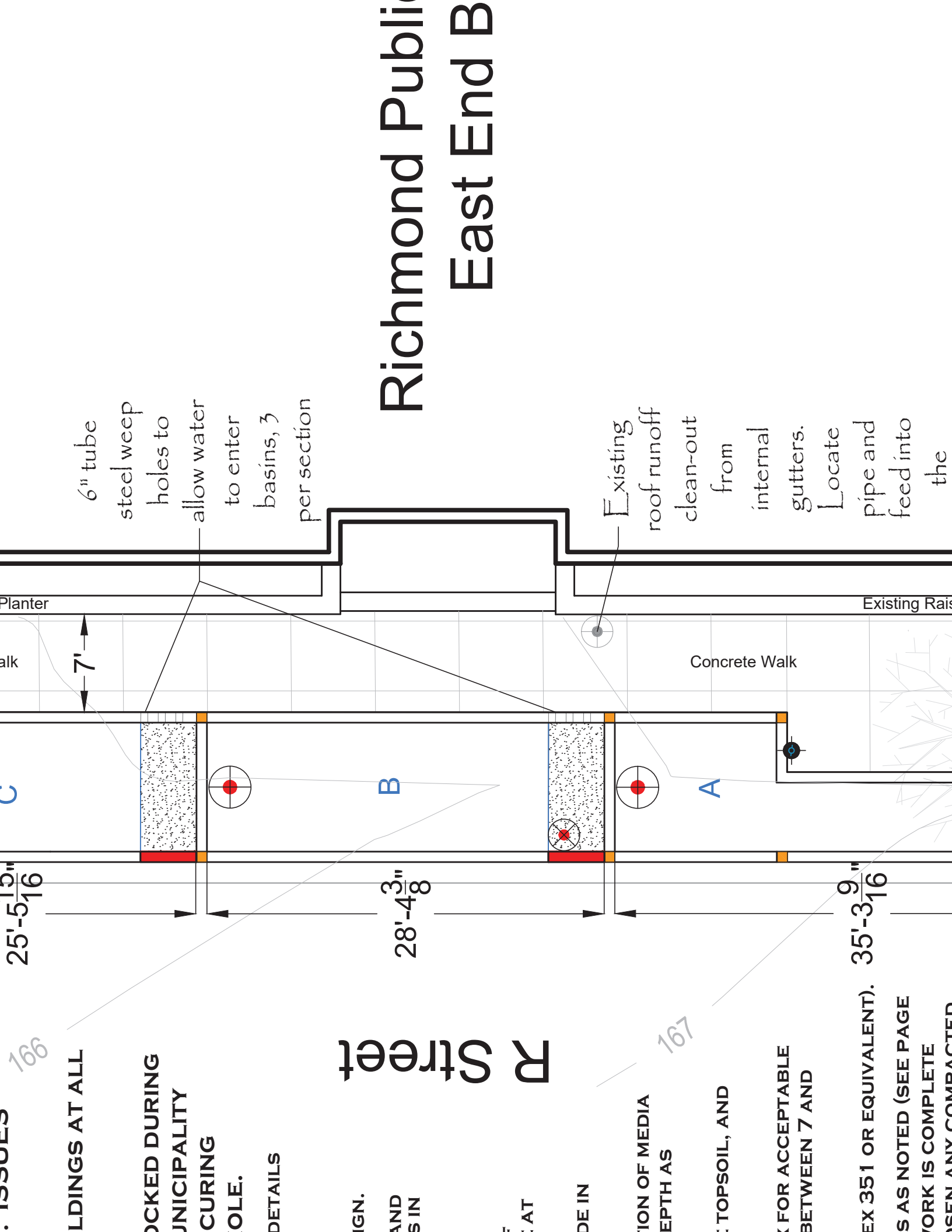
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Richmond Public East End B

6" tube
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Existing
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internal
gutters.
Locate
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Planter Existing Rais

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C B A

25'-5¹³/₁₆" 28'-4³/₈" 35'-3⁹/₁₆"

Street

PERIMETER DIKES, SEDIMENT BARRIERS AND TRAP SEDIMENT SHALL BE CONSTRUCTED AS STURBING ACTIVITY AND SHALL BE MADE LAND DISTURBANCE TAKES PLACE.

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IT BASINS SHALL BE DESIGNED AND E TOTAL DRAINAGE AREA TO BE SERVED BY

ACITY OF A SEDIMENT TRAP SHALL BE 134 DRAINAGE AREA AND THE TRAP SHALL ONLY LESS THAN THREE ACRES.

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BE DESIGNED AND CONSTRUCTED IN A MANNER SLOPES THAT ARE FOUND TO BE ERODING OF PERMANENT STABILIZATION SHALL BE OPE STABILIZING MEASURES UNTIL THE

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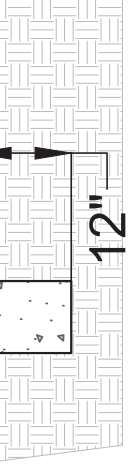
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- b. EXCAVATED MATERIAL SHALL BE PLACED ON THE TRENCHES.
- c. EFFLUENT FROM DEWATERING OPERATIONS SHALL THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE DISCHARGED IN A MANNER THAT DOES NOT ADVERSE STREAMS OR OFF-SITE PROPERTY.
- d. MATERIAL USED FOR BACKFILLING TRENCHES SHALL COMPACTED IN ORDER TO MINIMIZE EROSION AND
- e. RESTABILIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE FOLLOWING STANDARDS AND CHAPTER.
- f. APPLICABLE SAFETY REQUIREMENTS SHALL BE COMPLIED WITH.

17. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT WITH PAVED ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE SEDIMENT BY VEHICULAR TRACKING ONTO THE PAVED SURFACE. SEDIMENT IS TRANSPORTED ONTO A PAVED OR PUBLISHED ROAD SURFACE SHALL BE CLEANED THOROUGHLY AT THE END OF THE ROAD. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY WASHING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL FACILITY. WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENTATION HAS STOPPED. THIS PROVISION SHALL APPLY TO INDIVIDUAL PROJECTS AS WELL AS TO LARGER LAND-DISTURBING ACTIVITIES.

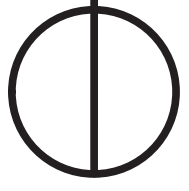
18. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS COMPLETED. TEMPORARY MEASURES ARE NO LONGER NEEDED, UNLESS AUTHORIZED BY THE VESCP AUTHORITY. TRAPPED SEDIMENT IN DISTURBED SOIL AREAS RESULTING FROM THE DISPOSAL OF EXCESSIVE MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT EROSION AND SEDIMENTATION.

19. PROPERTIES AND WATERWAYS DOWNSTREAM FROM DISTURBED AREAS SHALL BE PROTECTED FROM SEDIMENT DEPOSITION, EROSION AND INCREASES IN VOLUME, VELOCITY AND PEAK FLOW RATES. RUNOFF FOR THE STATED FREQUENCY STORM OF 24 HOURS SHALL BE ACCORDANCE WITH THE FOLLOWING STANDARDS AND CHAPTERS. RESTORATION AND RELOCATION PROJECTS THAT INCREASE CHANNEL DESIGN CAPACITY ARE NOT MAN-MADE CHANNELS AND SHALL BE EXEMPT FROM ANY FLOW RATE CAPACITY AND VELOCITY REQUIREMENTS.



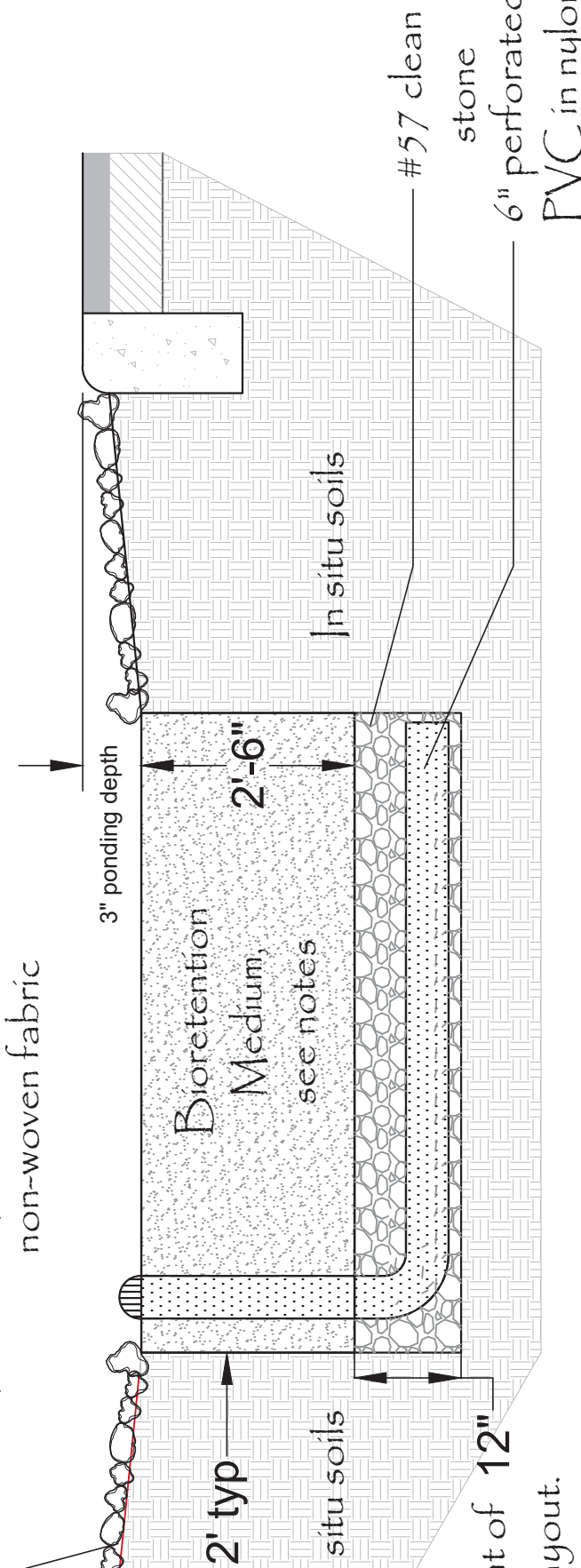
or outlet at proposed curb
and gutter for Basin C

BIORETENTION BASINS A-



NO SCALE

Velocity reducer and trash trap, see layout. Use 1-3" riverstone stone at inlet and 4-6" at outlet. 2% slope at top, 10% slope along bottom. Install over non-woven fabric



BIORETENTION BASINS 1-4

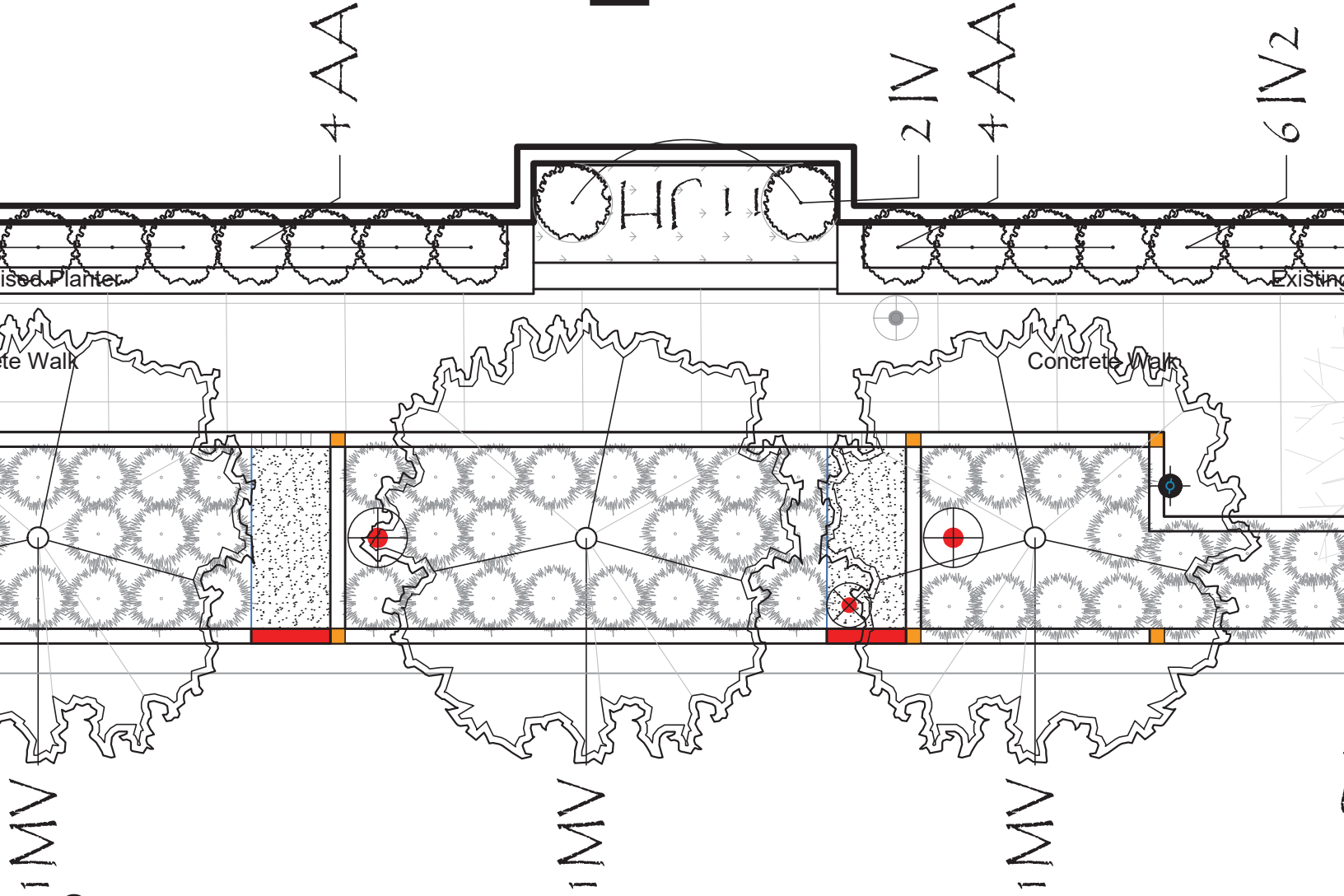
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EXHIBIT B

EXHIBIT B

**GREENING RICHMOND PUBLIC LIBRARIES PROJECT
EAST END BRANCH,
RIGHT-OF-ENTRY AGREEMENT**

THIS RIGHT-OF-ENTRY AGREEMENT (the "Agreement") is made this ____ day of _____, 20__, 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 \$150,500.00 in funding from the City (the "Grant Funds"), for the purposes of utilizing green infrastructure practices to improve stormwater management at the East End 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 _____, 20__.
- 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 City-owned property operated by the Richmond Public Library system as a library branch: the East End Branch on the property commonly referred to as 1200 North 25th Street, Richmond, Virginia 23223 and being comprised of Tax Parcel No. E0000560010.
- 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 activities on the Property: Remove asphalt, curbing, concrete and sub base to make way for bioretention basins. The Grantee shall remove additional trees as necessary and approved by the City, upon request from the City, or as indicated on project plans. The Grantee shall pour new curb and gutter to layout shown, see detail on the drawing dated January 31, 2023, and labelled "Sheet: 2 of 5" of the Project Plans ("Drawing B"). The Grantee shall install overflow standpipe with outlet back into street only into cell as noted on Drawing B. The Grantee shall replace existing CG-12 accessibility ramp. The Grantee shall install interpretive signs. The Grantee shall install four bioretention basins. The Grantee shall install velocity reducers and trash/salt traps. The Grantee shall install 10 bee zone markers (the "Bee Zone Markers"). The Grantee shall install Bee Zone markers in following manner: 3500 psi concrete, set as second pour on top of walls with 3 pieces of 1/2" rebar in wall pour for connection; treat face with Artex to remove any form marks or striations; use project standard color admixture, tooled top corners. The Grantee shall install roll down curbs for ingress/egress of stormwater. The Grantee shall install bioretention basin inspection ports and connect to underdrain. The Grantee shall install seven "no parking" signs. The Grantee shall contact Miss Utility and locate gas line closest to proposed improvements on R Street. The Grantee shall assume all responsibility for construction methods employed and field verify all dimensions. The Grantee shall report issues and concerns to Four Winds Design. The Grantee shall ensure positive drainage away from all buildings at all times during the demolition and building process. The Grantee shall not block any public thoroughfares including sidewalks, during demolition or construction, without properly displayed City permits. The Grantee shall not leave open any holes

overnight without securing perimeter fencing or installing caution tape around the hole. The Grantee shall obtain all building permits, soil studies, and structural details as required by the City. The Grantee shall attend a preconstruction meeting with representatives of the Recipient and Four Winds Design (for clarity, participants may include contractors, masons, and subcontractors, if applicable). The Grantee shall document the depth of excavation in proposed bioretention areas with pictures that show measuring tape dimensions in holes (the "Pictures"). The Grantee shall email the Pictures to Four Winds Design as they are taken with a minimum of one Picture per hole or varied depth applications. The Grantee shall print the drawing dated January 31, 2023, and labelled "Sheet: 1 of 5" of the Project Plans ("Drawing A") in color and prints to scale on 24"x36" paper. The Grantee shall print Drawing B in color and prints to scale on 24" by 36" paper. With respect to Drawings A and B, the Grantee shall not use smaller print sizes in the field. The Grantee shall keep a copy of the City-approved drawings and stormwater permit on site at all times. The Grantee shall ensure that the "No Parking" signs on 25th Street are 1" steel pipe or similar and are set 24" below grade. The Grantee shall further submit final construction documents to DPW for final review upon completion of other City departmental reviews. The Grantee shall remove all shrubs in planter beds except where shown as existing to remain. If it becomes necessary to pump rainwater out of holes, the Grantee shall use a filter bag with additional Silt Soxx area created solely for this purpose. The Grantee shall scarify bottom of bioretention basin before installation of media if the basin has been received any foot traffic or compaction. The Grantee shall maintain soil depth as noted. The Grantee shall ensure that bioretention soil shall be 80% coarse (mortar) sand, 10% high grade topsoil, and 10% leaf or mushroom compost. The Grantee shall provide testing of the bioretention soil mix for acceptable phosphorous levels. The Grantee shall ensure that bioretention soil mix shall have a P-index between 10 and 30 or between 7 and 21 mg/kg of phosphorous total in the soil mix. The Grantee shall ensure that non-woven geotextile shall have a flow rate above 100 gal/min/sq ft. (Geotex 351 or equivalent). Upon completion of drainage work, soil installation, and larger trees work as noted (see Drawing B, referred to as "page two" on Drawing B), the Grantee shall cause a volunteer crew to install the plants described in section 3(A)(ii) of this Contract according to the planting plan shown on the drawing dated January 31, 2023, and labelled "Sheet 5 of 5" of the Project Plans ("Drawing E"), (the "Volunteer Work"). After the Volunteer Work is complete, the Grantee shall check finished grades of the bioretention area, loosen any compacted soil, install mulch, and fully clean up the site including power washing masonry and surfaces. After installation of all elements described herein, the Grantee shall cause a volunteer crew to install soil amendments, and mulch. The Grantee shall return to site for final clean-up after volunteer work days. The Grantee shall ensure that Basins A-C have an overflow standpipe independent of the underdrain (the "Pipe"). The Grantee shall ensure that Pipe shall be 8" schedule 40 pvc with a finished elevation 3" above finished engineered soil height. The Grantee shall ensure that the Pipe shall be fitted with an 8" domed trash rack/floating debris grate. The Grantee shall ensure that Basin A shall overflow into Basin B, Basin B into Basin C, and overflow pipe of Basin C shall outlet into the proposed gutter. The

Grantee shall cause irrigation to be installed by Richmond Irrigation. The Grantee shall contact relevant personnel within Richmond Irrigation for quote to include in contractors proposal. The Grantee shall consult Drawing E for layout narrative for consideration in concrete work. The Grantee shall saw cut curbing for new basin at edge of parking stall. The Grantee shall remove granite curbing to existing joints as noted on Drawing A. The Grantee shall salvage section of granite curbing for reuse as shown on Drawing A. The Grantee shall remove curbing and concrete and salvage tactile sheet of accessibility ramp for reuse as shown on Drawing A. The Grantee shall secure 8" Silt Soxes in place as shown on Drawing A. The Grantee shall install Silt Soxes according to detailed drawings labelled "SECTION nts," "PLAN nts," and "COMPOST SOCK CONNECTION/ATTACHMENT DETAIL" on Drawing A. The Grantee shall cut to length and install salvaged granite curbing section. The Grantee shall pour new curb and gutter to layout shown following existing grade (see detail on Drawing B). The Grantee shall pour additional new curb to layout shown (see detail on Drawing B). The Grantee shall provide transportation and offloading of removed granite curb section to another two library locations. The Grantee shall install bioretention basins according to specifications described in table labelled "Bioretention Sizes and Media Depths" on Drawing B. The Grantee shall pour new curb and gutter to layout shown on the drawing dated January 31, 2023, and labelled "Sheet: 3 of 5" of the Project Plans ("Drawing C"). The Grantee shall preserve existing trees and shrubs as indicated in Drawings A and B. The Grantee shall implement Virginia Erosion and Sediment Control Handbook (referred to as "VESCH" in Drawing C) General Erosion and Sediment Control Notes, Richmond Standard Erosion and Sediment Control Notes (referred to as "Richmond Standard E&S Notes" in Drawing C), and 19 Minimum Standards as described in Drawing C. The Grantee shall install bioretention basin walls in the following manner: 3500 psi concrete with 1/2 rebar 18" OC horizontally and vertically; treat exposed faces with Artex to remove any form marks or striations; tooled top corners; waterproof interior of walls; contractor to submit product cut sheet. The Grantee shall install velocity reduced and trash/salt trap in the following manner: mix 3-5" and 2-3" tan riverstone sizes at 75/25%; place larger stones over fabric and carefully fill gaps with mortar, apply smaller stones; no mortar shall be visible; this application is intended to be semi-pervious to capture road salt; contractor to provide mock-up for approval. The Grantee shall install bioretention basins according to the drawing dated January 31, 2023, and labelled "Sheet: 4 of 5" of the Project Plans ("Drawing D"). The Grantee shall install curb and gutter according to detail shown on Drawing D. The Grantee shall install CG detectable warning surface ramp according to specifications shown on Drawing D. The Grantee shall remove several mini excavator scoops of soil at four locations to be flagged for tree planting. The Grantee shall install 6" tube steel weep holes to allow water to enter basins, 3 per section as indicated on Drawing B. The Grantee shall clean out existing roof runoff from internal gutters. The Grantee shall locate pipe and feed into the underdrain of Basin B. In addition to the plantings shown on Drawing E, the Grantee shall install 11 "Sweetbay Magnolia" (*Magnolia Virginiana*) trees as street trees along R Street, whose locations shall be flagged in the field at time of install. Grantee, at its cost, as part of the Services, shall mention

“RVAH2O” and “Richmond Public Libraries” in all communications regarding the Project with third parties, including interviews, social media posts, and press releases, tag “RVAH2O” in any social media post regarding the Project, and include logo and hyperlink to RVAH2O website (<https://rvah2o.org/>) on Project website. Prior to the cutting down or removal of any tree on the Property pursuant to this Agreement or otherwise, the Grantee shall 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, 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. This Agreement supersedes any prior lease agreement executed by the parties for the performance of the Services on the Property.
- 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
Director of Community Conservation
James River Association
16 South 17th Street Suite 100
Richmond, VA 23219

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.

(SIGNATURES ON FOLLOWING PAGE)

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:



Donnie G. Autry
Assistant City Attorney