

INTRODUCED: June 8, 2020

AN ORDINANCE No. 2020-135

To amend Ord. No. 2019-043, adopted May 13, 2019, which (i) accepted a program of proposed Capital Improvement Projects for Fiscal Year 2019-2020 and the four fiscal years thereafter, (ii) adopted a Capital Budget for Fiscal Year 2019-2020, and (iii) determined a means of financing the same, to modify the purpose of the Stormwater Facilities Improvements project in the Utilities category to provide that such project includes a grant to Capital Trees pursuant to Va. Code § 15.2-953(B) to plant native plants and trees in the Low Line Park.

\_\_\_\_\_  
Patron – Mayor Stoney

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: JUN 22 2020 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That Ordinance No. 2019-043, adopted May 13, 2019, which (i) accepted a program of proposed Capital Improvement Projects for the fiscal year commencing July 1, 2019, and ending June 30, 2020, and the four fiscal years thereafter, (ii) adopted a Capital Budget for the fiscal year commencing July 1, 2019, and ending June 30, 2020, and (iii) determined a means of financing the same, be and is hereby amended and reordained by modifying the purpose of the Stormwater Facilities Improvements project in the Utilities category to provide that such project

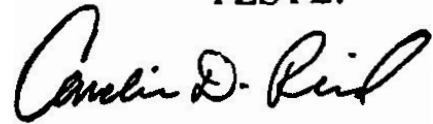
AYES:                      8          NOES:                      0          ABSTAIN:                             

ADOPTED:      JUN 22 2020      REJECTED:                          STRICKEN:

includes a grant to Capital Trees pursuant to section 15.2-953(B) of the Code of Virginia (1950), as amended, to plant native plants and trees in the Low Line Park.

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

**A TRUE COPY:  
TESTE:**

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

**City Clerk**



# CITY OF RICHMOND

## INTRACITY CORRESPONDENCE

**O&R REQUEST**

**DATE:** May 8, 2020 **EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney, Mayor *L.M.S.* 6/4/2020

**THROUGH:** Lenora Reid, Acting Chief Administrative Officer *lgr* 5/15/2020

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

**THROUGH:** Jay A. Brown, Director of Budget and Strategic Planning *JAB*

**THROUGH:** Mark A. Olinger, Director for Planning and Development Review *MO*

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

**THROUGH:** Jason Pauley, Deputy Director, Department of Public Utilities *JP*

**FROM:** Grace A. LeRose, Program Manager, Department of Public Utilities *gal*

**RE:** DPU and Capital Trees Low Line Project Partnership

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** This O&R request is to authorize the Chief Administrative Officer, or Designee, to execute any and all requirements related to the following two ordinances in connection with the City of Richmond property known as the Low Line Green:

1. To amend the FY2020 City of Richmond budget to specify that, in addition to all other duly authorized purposes, the FY2020 Stormwater Facilities Improvements Capital Improvement Program Fund may be used for the purpose of granting \$25,000 to Capital Trees for Capital Trees to plant native plants and trees on the Low Line Green and conduct related public outreach. The Stormwater Facilities Improvements Capital Improvement Program Fund budget page is attached hereto.
2. To execute, for and on behalf of the City of Richmond, a grant contract by and between the City of Richmond and Capital Trees for the purposes of planting native plants and trees on the Low Line Green and conducting related public outreach.

**REASON:** The FY2020 Capital Improvement Program budget, adopted by way of Ordinance No. 2019-043 on May 13, 2019 provided \$15,006,000 for Stormwater Facilities Improvements to rehabilitate and upgrade stormwater sewers and associated facilities. The grant contract amount of \$25,000 remains unallocated in the FY2020 Stormwater Facilities Improvements Capital Improvement Program Fund.

The grant contract requires Capital Trees to increase tree canopy and improve habitat in the Low Line Green, which is an historic and developed watershed. 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 RVAH2O Clean Water Plan and includes public outreach to foster community awareness of water quality and other vegetation benefits.

**RECOMMENDATION:** The Administration recommends approval of both ordinances.

**BACKGROUND:** In 2018, DPU was awarded the first Integrated Pollution Discharge Elimination System and Virginia State Water Control Law Permit in Virginia. As part of that permit, a stakeholder group was formed to address improving water quality in the James River and its tributaries. One strategy for achieving this was to plant native trees and plants in the city.

This project is a continuation of the "Low Line Park" begun in 2014 and is part of the 2018 Dock Street improvements previously approved by the Planning Commission on November 19, 2018.

**FISCAL IMPACT / COST:** \$25,000

**FISCAL IMPLICATIONS:** None

**BUDGET AMENDMENT NECESSARY:** No

**REVENUE TO CITY:** 0

**DESIRED EFFECTIVE DATE:** June 22, 2020

**REQUESTED INTRODUCTION DATE:** June 8, 2020

**CITY COUNCIL PUBLIC HEARING DATE:** June 22, 2020

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Planning Commission

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** None

**AFFECTED AGENCIES:** Public Utilities, Planning and Development Review

O&R Request

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**RELATIONSHIP TO EXISTING ORD. OR RES.:** Ordinance No. 2019-043, Ordinance Nos. 2019-101 thru 103, Ordinance No. 2019-252

**REQUIRED CHANGES TO WORK PROGRAM(S):** none

**ATTACHMENTS:** Capital Trees Grant Contract Agreement, FY2020 Stormwater Facilities Improvements Capital Improvement Program Fund budget page

**STAFF:** Grace A. LeRose, Program Manager, DPU, 646-0033

**CITY OF RICHMOND  
GRANT CONTRACT**

**THIS GRANT CONTRACT** (the "Contract") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Richmond, Virginia (the "City"), a municipal corporation and political subdivision of the Commonwealth of Virginia, and Capital Trees, 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**, as authorized by Ordinance No. 2019-101 adopted April 22, 2019, the City granted the Recipient a right of entry by Right of Entry Agreement dated June 21, 2019 to make and maintain landscaping improvements in the area known as the Low Line Green;

**WHEREAS**, as authorized by Ordinance No. 2019-252 adopted September 23, 2019; the City donated \$115,000 to the Recipient by Grant Contract dated October 22, 2019 for Recipient to continue horticultural restoration, to add a plaza and outdoor classroom, and to undertake certain environmental remediation in the Low Line Green; and the City granted the Recipient an additional right of entry by Right of Entry Agreement also dated October 22, 2019 to provide such services;

**WHEREAS**, by Ordinance No. \_\_\_\_\_ adopted \_\_\_\_\_, 2020, funds in the amount of \$25,000 (the "Grant Funds") have been appropriated for the purpose of planting native plants and trees in the Low Line and to conduct related community outreach (the "Project");

**WHEREAS**, the City and the Recipient acknowledge that the Project, among other objectives, will support the City's clean water efforts in conformance with the City's RVAH2O 2017 Clean Water Plan, as well as the City's Integrated Virginia Pollution Discharge Elimination System and Virginia State Water Control Law Permit, Permit No. VA0063177; and

**WHEREAS**, the City desires to donate 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

This point of contact is responsible for the City's monitoring of the Recipient's compliance with the Contract.

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

Frazier Miller Armstrong  
Executive Director  
200 South Third St.  
Richmond, Virginia 23219  
(804) 788-6450  
frazier@capitaltrees.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, the Recipient shall, within a year of the effective date of this agreement:

- A. **Plantings.** Plant each species, in the quantities and sizes specified in the March 26, 2020 letter from James River Nurseries, Inc. to Capital Trees and Waterstreet Studio, attached hereto and incorporated herein as Exhibit A, within the Low Line Green. All plantings shall be in conformance with the drawing, attached hereto and incorporated herein as Exhibit B, all applicable agreements between the City and the Recipient, and any applicable City approvals and approval conditions.
- B. **Community Outreach.** Conduct no less than 10, and up to 25, public tours of the Low Line Green; install educational signage within the Low Line Green which may recognize the Recipient's donors, but which is subject to City approval; host no less

than three, and up to six, community work days where members of the general public may help the Recipient clean and maintain the Low Line Green; host no less than three corporate work days where regional corporations will help the Recipient clean and maintain the Low Line Green; coordinate with the City to promote and host at least one ceremony at the Low Line Green such as a grand opening ceremony or Earth Day ceremony; present no less than three times at public speaking events to educate the public about the Recipient's work on the Low Line Green. Notwithstanding the foregoing, the City's point of contact may waive any of the Recipient's obligations under this section 3(B) for good cause shown by the Recipient related to COVID-19 public gathering restrictions or guidelines.

4. **Performance Measures.** 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 performed all plantings as described in section 3(A) of this Contract?
- B. Has the Recipient performed all community outreach services described in section 3(B) 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 Landscape contractors related directly to work on the Low Line Green, 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, Frazier Armstrong, 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.

**IN WITNESS WHEREOF,** the parties hereto on the latest day and year written below have executed this Contract in two counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

**RECIPIENT:**

By:   
Frazier Armstrong  
Executive Director

**CITY:**

By: \_\_\_\_\_  
Lenora G. Reid  
Acting Chief Administrative Officer  
Authorized by Ord. No. \_\_\_\_\_  
Adopted \_\_\_\_\_

**APPROVED AS TO FORM:**


  
Assistant City Attorney

EXHIBIT A



13244 Ashland Road  
Ashland, Virginia 23005

804-798-2020

Fax 804-798-2802

[www.jamesrivernurseries.com](http://www.jamesrivernurseries.com)

March 26, 2020

Capital Trees & Waterstreet Studio  
c/o Keith Whipple  
1417 W. Main Street  
Richmond, VA 23220

Re: Low Line Green Planting

Dear Keith,

Please find below our proposal in accordance with the plan set drawn by Waterstreet Studio dated March 19, 2020;

**I. Plant Material**

| <b>Quantity</b> | <b>Plant Name</b>                | <b>Size</b> |
|-----------------|----------------------------------|-------------|
| 2               | Black Gum                        | 3"          |
| 2               | Redbud                           | 2"Cal.      |
| 6               | Sweetbay Magnolia                | 10'         |
| 8               | Bottlebrush Buckeye              | 5gal.       |
| 9               | Witchhazel                       | 7gal.       |
| 6               | Spicebush                        | 5gal.       |
| 10              | Arrowwood Viburnum 'Autumn Jazz' | 5gal.       |
| 19              | Inkberry Holly 'Strongbox'       | 3gal.       |
| 11              | Yaupon Holly 'Nana'              | 5gal.       |
| 3               | Yaupon Holly 'Stokes Dwarf'      | 5gal.       |
| 15              | Dwarf Fothergilla 'Blue Mist'    | 3gal.       |
| 35              | Oakleaf Hydrangea                | 5gal.       |
| 12              | Winterberry Holly 'Red Sprite'   | 3gal.       |
| 3               | Winterberry Holly 'Jim Dandy'    | 3gal.       |
| 9               | Swamp Azalea                     | 3gal.       |
| 24              | Shenandoah Switchgrass           | 3qt.        |
| 48              | Amsonia hubrichtii               | 3qt.        |
| 26              | Baptisia australis               | 3qt.        |
| 105             | Carex appalachica                | 3qt.        |
| 67              | Carex cherokeensis               | 3qt.        |
| 185             | Dixie Wood Fern                  | 3qt.        |
| 80              | Autumn Fern                      | 3qt.        |
| 30              | Echinacea purpurea 'White Swan'  | 3qt.        |
| 45              | Joe Pye Weed 'Little Joe'        | 3qt.        |
| 138             | Iris versicolor                  | 3qt.        |
| 154             | Juncus effusus                   | 3qt.        |
| 31              | Liatris spicata 'Kobold'         | 3qt.        |
| 55              | Cinnamon Fern**                  | 3qt.        |
| 110             | Pachysandra 'Procumbens'         | LP32        |
| 85              | Solomon's Seal                   | 3qt.        |

|                        |   |                    |
|------------------------|---|--------------------|
| 196                    | Christmas Fern                              | 3qt.               |
| 41                     | Creeping Phlox 'Sherwood Purple'            | 3qt.               |
| 85                     | Tiarella cordifolia                         | 3qt.               |
| 88                     | Virginia Spiderwort                         | 3qt.               |
| 1570SF                 | Seeding - Ernst Mix 140                     |                    |
|                        | Stakes, Wire, Bagged Compost and Fertilizer |                    |
| 70CY                   | Mulch (Fine Pines)                          |                    |
| 150CY                  | 60/20/20 Planting Soil Blend                |                    |
| <b>For the sum of:</b> |   | <b>\$57,132.00</b> |

## **II. Irrigation**

Thank you for the opportunity to provide a proposal for the installation of a new automatic irrigation system for the new Low Line project. Commonwealth Landcare Inc. is a **Class A Contractor (License Number 2705 140747A), SwAM Certified #712364, and Certified Irrigation Contractor #92168**. Our quotation is based upon the irrigation design produced by Smith Turf & Irrigation, dated 9/5/19. The water source for this system is to be the Kanawha Canal. A submersible pump will be installed capable of producing 30gpm at 70 psi. For your consideration we have provided quantities of product outlining the scope of work included in this quotation, and they are as follows:

- 24 - Rainbird 5012SAM Rotor Heads
- 57 - Rainbird 1812SAM Mist Heads
- 7 - Rainbird 1" PESB 100 Solenoid Valves
- 1 - Rainbird ESP-LXMEF Controller w/ rain sensor
- 1 - Pentek submersible pump and motor w/ PID variable frequency drive
- 1 - Amiad Sigma 2" Automatic Filter
- 20 - 4" Sleeve footage under hardscape
- 40 - 2.5" Sleeve footage under hardscape
- One year warranty on parts and labor

**For the sum of:           \$30,998.00**

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## **III. Railroad Protective Liability Insurance**

James River Nurseries agrees to acquire Railroad Protective Liability insurance for our services performed on this project. An exact premium amount cannot be given at this time therefore an allowance has been presented based on historical RRPL information. Once the insurance is procured, we will invoice the final premium amount.

**For an allowance of: \$5,000.00**

**NOTES:**

**Irrigation Notes:**

Exclusions from this quotation are as follows:

1. Quality or quantity of water source
2. Cutting or patching of asphalt or concrete
3. Power supply or connection to irrigation controller or submersible pump
4. Select backfill, fine grading or seeding
5. VDOT permitting if required
6. Marking of private utilities

**Landscape Notes:**

**Exclusions:**

- Seed or Sodding
- Dewatering of any areas to receive landscape / turf
- Private Utility Marking
- Maintenance after substantial completion.
- Heavy utility relocation or adjustments.
- Site Closure and Detouring Control.
- Electrical Supply or Adjustments/Lightpole relocation
- Permanent Vehicular Traffic Control.
- DOMINION utility relocation or manhole relocation.
- Railroad Ties, Stone, Or Plantings along dock street.
- Land disturbance permit

**General Notes:**

- Above price includes all tax, materials, installation and a one-year warranty.
- We will arrange to have Miss Utility mark their utilities; however, we are not responsible for damage to private underground utilities such as irrigation, site lighting, and water related structures.
- We will not guarantee the condition or feasibility of existing site planting soil or amendments.

**Additional Notes:**

- James River Nurseries will hold the insured harmless from all liabilities or allegations of wrong doing relating to the work or operations performed by James River Nurseries for Capital Trees.
- James River Nurseries will add Capital Trees as an additional insured for the term of this contract.
- James River Nurseries, Inc. is responsible for obtaining any permits associated with irrigation.

**Warranty:**

- We will replace any plant one time that dies within one year of the date of planting.
  - We are not obligated to replace any plant that dies as a result of drought, freezing, vandalism, theft, animals or neglect.
- Transplants, replacements, annuals, slit seeding, hydroseeding and sod carry no warranty.

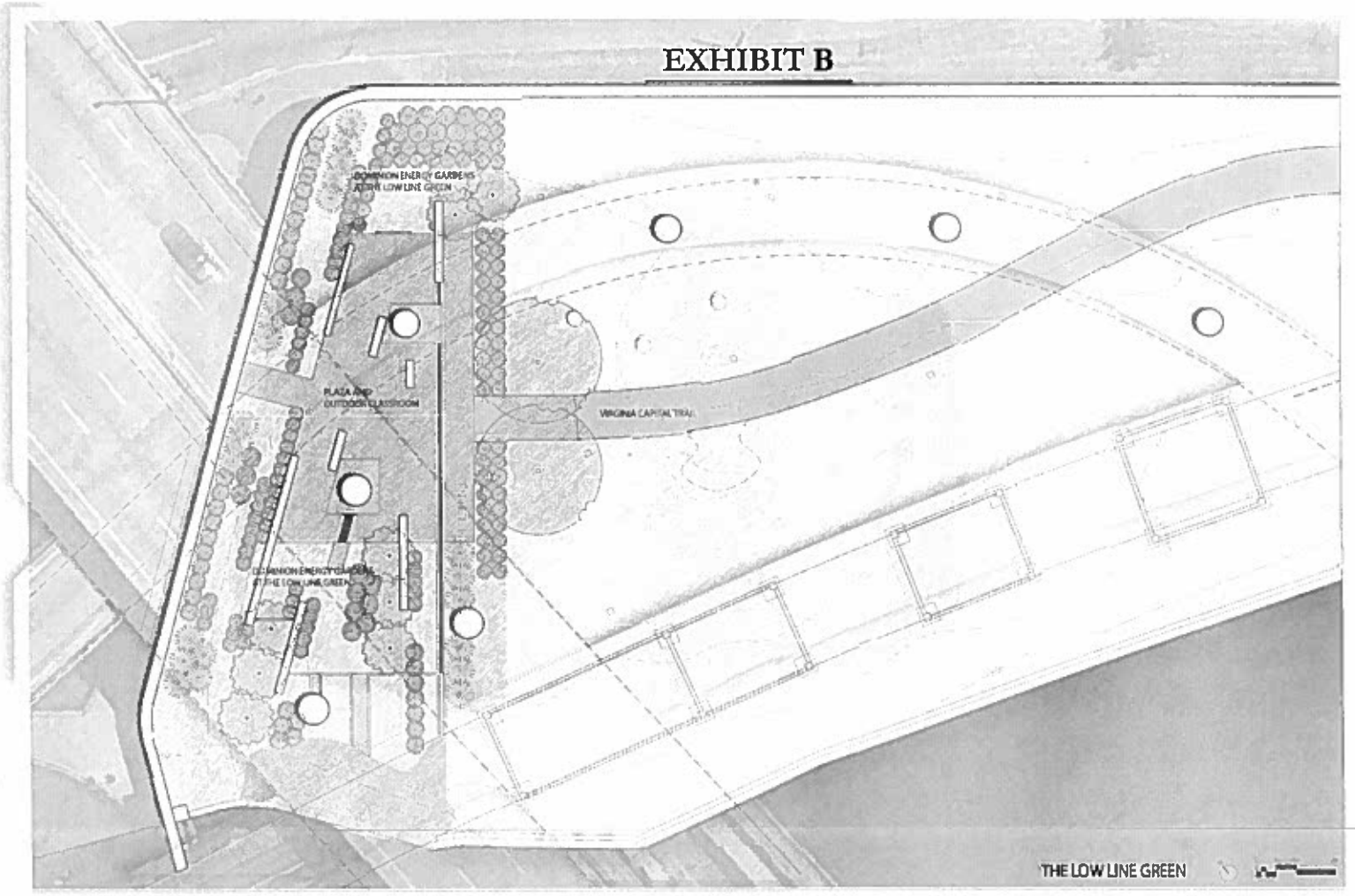
**Terms:**

- Billing will be a monthly progress billing. Invoice will be sent by the 25th of each month and will be based on percentage of project completed. Deposit will not be required. NET 30 days from invoice date.
- Land Disturbance fee is included in this proposal and shall be reimbursable. Any other permits are not included and are reimbursable if necessary.
- Failure to pay your account according to terms voids any offered or implied warranty.
- This price quote is valid for 60 days from date shown above.

As always, thank you for the opportunity to be of service. Please feel free to call with any questions.

Sincerely,  
*Doug Rodas*  
Doug Rodas

**EXHIBIT B**



## STORMWATER FACILITIES IMPROVEMENTS

|                    |                  |                       |   |
|--------------------|------------------|-----------------------|---|
| <b>Category:</b>   | Utilities        | <b>Priority Area:</b> | Efficient & High-Quality Service Delivery |
| <b>Department:</b> | Public Utilities | <b>Award #:</b>       | 500084/500085/500086/5000658              |
| <b>Location:</b>   | Citywide         | <b>Project #:</b>     | Various                                   |

**Description & Scope:** This project provides for citywide rehabilitation and upgrade of stormwater sewers and associated facilities, inspection and replacement programs, miscellaneous stormwater extensions, and emergency replacements. This project also allows for the purchase of replacement vehicles and equipment used to provide services throughout the Department of Public Utilities' Stormwater Utility service territory.

**History & Key Milestones:** This project has been funded to rehabilitate and/or replace drainage structures, ditches and culverts throughout the city. Development and use of "Green" technology has proven to be a positive step toward the reduction of untreated urban runoff into the City's rivers and streams. A proactive approach is being taken to meet federal, state and local regulations.

### FINANCIAL SUMMARY

|                | FY2019    | FY2020     | FY2021     | FY2022     | FY2023     | FY2024     | TOTAL<br>FY2020-2024 |
|----------------|-----------|------------|------------|------------|------------|------------|----------------------|
| FY2020 Adopted | —         | 15,006,000 | 14,950,000 | 14,950,000 | 14,950,000 | 14,950,000 | 74,806,000           |
| FY2019 Adopted | 7,263,000 | 14,950,000 | 13,900,000 | 13,900,000 | 13,900,000 | —          | 56,650,000           |
| CHANGE         | —         | 56,000     | 1,050,000  | 1,050,000  | 1,050,000  | 14,950,000 | 18,156,000           |

#### OPERATING IMPACT (AMOUNT & EXPLANATION)

|        | FY2019 | FY2020 | FY2021 | FY2022 | FY2023 | FY2024 | TOTAL<br>FY2020-2024 |
|--------|--------|--------|--------|--------|--------|--------|----------------------|
| AMOUNT | —      | —      | —      | —      | —      | —      | —                    |

**EXPLANATION:** The funds requested for these projects will reduce gas losses and help prevent increases in gas maintenance costs. No impact on the general fund.

#### FY2020 BUDGET DISTRIBUTION

|                           | ONGOING        |
|---------------------------|----------------|
| <b>TOTAL PROJECT COST</b> |                |
| PRIOR YEAR APPROPRIATION  | 70,204,665     |
| PRIOR YEAR AVAILABLE      | 30,707,464     |
| FY2020 Adopted            | 15,006,000     |
| FY2021-2024 Planned       | 59,800,000     |
| <b>REMAINING NEED</b>     | <b>ONGOING</b> |

|                              | AMOUNT            |
|------------------------------|-------------------|
| PLANNING/DESIGN              | —                 |
| ACQUISITION                  | —                 |
| SITE IMPROVEMENT             | —                 |
| CONSTRUCTION                 | 14,950,000        |
| FURNITURE/FIXTURES/EQUIPMENT | 56,000            |
| OTHER                        | —                 |
| <b>TOTAL</b>                 | <b>15,006,000</b> |

**FUNDING SOURCE(S):** CASH, GRANTS, UTILITY BONDS