

INTRODUCED: September 9, 2019

AN ORDINANCE No. 2019-252

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Contract between the City of Richmond and Capital Trees for the purpose of making landscape improvements to The Low Line park in the city of Richmond.

Patron – Mayor Stoney

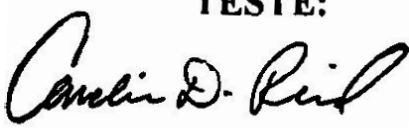
Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 23 2019 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 Grant Contract between the City of Richmond and Capital Trees for the purpose of making landscape improvements to The Low Line park in the city of Richmond. The Grant 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:

City Clerk

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 23 2019 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

Received
4-9060
AUG 13 2019
Office of the Chief Administrative Officer

O&R REQUEST

DATE: August 14, 2019

EDITION: 1

TO: The Honorable Members of City Council

RECEIVED

THROUGH: The Honorable Levar M. Stoney, Mayor

Handwritten date: 8/28/19

SEP 03 2019

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

OFFICE OF THE CITY ATTORNEY

THROUGH: Lenora G. Reid, Deputy Chief Administrative Officer for Finance and Administration

Handwritten signature

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

Handwritten initials

THROUGH: Sharon L. Ebert, Deputy Chief Administrative Officer for Economic Development and Planning

Handwritten signature

FROM: Mark A. Olinger, Director for Planning and Development Review

Handwritten signature

RE: Grant Contract for Capital Trees in the Amount of \$115,000 per the Adopted FY20 Capital Improvement Program Budget to facilitate the Low Line Green Capital Improvement Program Project

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer, on behalf of the City of Richmond, to execute a Grant Contract by and between the City of Richmond and Capital Trees for the purpose of implementing The Low Line Green improvement project as per the adopted FY2020 Capital Improvement Program budget.

REASON: The adopted FY20 Capital Improvement Program budget, adopted by Council by way of Ordinance No. 2019-043, adopted May 13, 2019, provides \$115,000, which will be used by Capital Trees to make a series of capital improvements to the above-described area. Implementation of the Project shall be managed by Capital Trees and the plantings shall be maintained by Capital Trees.

RECOMMENDATION: The Administration recommends adoption of this ordinance.

BACKGROUND: Since 2014, a partnership of the City, Capital Trees, and CSX have been working to make significant maintenance and public improvements along Dock St. from the Floodwall to Great Shiplock Park. Early phases have been completed and the public response to the improvements has been very favorable. Capital Trees would like to continue the work in the vicinity of that portion of *The Low Line* known as *The Low Line Green*.

By Ordinance No. 2019-043, adopted May 13, 2019, funds in the amount of \$115,000 (the "Grant Funds") have been appropriated in the City's Capital Improvement Program for the purpose of the "Low Line Phase III" project, consisting of capital expenditures to continue horticultural restoration, to add a plaza and outdoor classroom, and to undertake environmental remediation associated with the extension of the linear park known as the Low Line Green to the floodwall at 17th Street (the "Project").

FISCAL IMPACT / COST: The Grant Contract transfers \$115,000 to Capital Trees. These funds were approved by Council as part of the FY20 Capital Improvement Budget.

FISCAL IMPLICATIONS: The City will be donating funds in the amount of \$115,000 to Capital Trees towards *The Low Line Green* improvement project.

BUDGET AMENDMENT NECESSARY: No.

REVENUE TO CITY: None. The City accepted a donation of services and materials estimated at \$734,000 for the landscape improvements through Ordinance No. 2019-103, which was adopted by Council on April 22, 2019.

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: September 9, 2019

CITY COUNCIL PUBLIC HEARING DATE: September 23, 2019

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development, September 19, 2019

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

AFFECTED AGENCIES: City Attorney's Office, Planning and Development Review

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord No. 2019-043, Ordinance No. 2019-101, Ordinance No. 2019-102, Ordinance No. 2019-103

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Location Map
Grant Contract

STAFF: Mark A. Olinger, Director for Planning & Development Review

GRANT CONTRACT

THIS GRANT CONTRACT is made this ___ day of _____, 2019, among the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and Capital Trees, a Virginia non-stock corporation (the "Recipient").

STATEMENT OF PURPOSE

- A. Section 15.2-953(B)(vi) of the Code of Virginia authorizes the City to make gifts and donations to non-profit associations or organizations "furnishing services to beautify and maintain communities and/or to prevent neighborhood deterioration."
- B. By Ordinance No. 2019-043, adopted May 13, 2019, funds in the amount of \$115,000 (the "Grant Funds") have been appropriated in the City's Capital Improvement Program for the purpose of the "Low Line Phase III" project, consisting of capital expenditures to continue horticultural restoration, to add a plaza and outdoor classroom, and to undertake environmental remediation associated with the extension of the linear park known as the Low Line Green to the floodwall at 17th Street (the "Project").
- C. The City desires to donate the Grant Funds to the Recipient to undertake the activities contained herein in furtherance of the Project.

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

1. **Contact Information.**

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

Mark A. Olinger
Director of Planning and Development Review
City of Richmond
900 East Broad Street, Room 511
Richmond, Virginia 23219
(804) 646-6305 (office) / (804) 317-0442 (cell)
mark.olinger@richmondgov.com

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

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

Frazier Armstrong, Executive Director
Capital Trees
200 South Third Street; Suite 101
Richmond, VA 23219
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 any of the requirements set forth in section 3 below are not substantially completed. 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:

- A. Undertake continued horticultural restoration of the Low Line Green; construct a plaza and outdoor classroom at the Site; and undertake environmental remediation associated with the extension of the linear park known as the Low Line Green to the floodwall at 17th Street ("the Site").
- B. Furnish the City with three original copies of a Right-of-Entry Agreement with the form and content of the document attached to this Contract as Exhibit A signed by its duly authorized representative.

4. Performance Measures. The City will 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 three original copies of a Right-of-Entry Agreement with the form and content of the document attached to this Contract as Exhibit A?
- B. has the Recipient undertaken continued horticultural restoration of the Low Line Green; constructed a plaza and outdoor classroom at the Site; and undertaken environmental remediation at the Site?

5. Legal Constraints on Funds. Recipient shall utilize the Grant Funds solely for the design, planning, engineering, and construction of the Project at the Site and only for those costs

authorized by Section 15.2-2602 of the Code of Virginia, 1950, to include the cost of construction; the cost of labor, materials, machinery and equipment, the cost of plans and specifications, surveys and estimates of cost, the cost of engineering, legal and other professional services, and expenses incident to the feasibility or practicability of the Project. The Recipient, by execution of this Contract, acknowledges that the Grant Funds are financed by the issuance of general obligation bonds of the City of Richmond and warrants that the Grant Funds will not be used for any purpose not authorized by the Virginia Public Finance Act, the Internal Revenue Code, and any other applicable laws, with regard to such bonds.

6. **Reporting.** The Recipient shall furnish the City's point of contact with the following in a written form acceptable to the City's point of contact: A monthly report itemizing payments made by Recipient to its contractors, including copies of invoices from those contractors. Such report shall indicate the appropriate category of capital expenditure in order to evidence compliance with Section 5 of this Contract.
7. **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 6, 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 or has met the performance measures set forth in this Contract.
8. **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 association or organization within the meaning of section 15.2-953(B)(vi) of the Code of Virginia.
 - B. The Recipient's signatory is duly authorized by the Recipient to enter into this Contract and thereby bind the Recipient to this 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.

Effective as of the date first written above.

RECIPIENT:

By: _____
Name: _____
Title: _____

CITY:

By: _____
Selena Cuffee-Glenn
Chief Administrative Officer

Authorized by Ord. No. _____

Adopted _____

APPROVED AS TO FORM:

Bonnie M. Ashley
Deputy City Attorney

EXHIBIT A

**LOW LINE GREEN PHASE III
RIGHT-OF-ENTRY AGREEMENT**

THIS RIGHT-OF-ENTRY AGREEMENT is made this ___ day of _____, 2019, between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and Capital Trees, a Virginia nonstock corporation (the "Grantee").

STATEMENT OF PURPOSE

- A. The Grantee will receive \$115,000 in funding from the City, appropriated in the City's Capital Improvement Program (the "Grant Funds"), for the purpose of the "Low Line Phase III" project, consisting of capital expenditures to continue horticultural restoration, to add a plaza and outdoor classroom, and to undertake environmental remediation associated with the extension of the linear park known as the Low Line Green to the floodwall at 17th Street (the "Project").
- B. The City has authorized the donation of the Grant Funds by means of Ordinance No. 2019-____, adopted _____, 2019.
- 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 all City-owned real property located within the area as depicted on the attached set of drawings entitled "Low Line Green," prepared by Water Street Studio, dated August 1, 2018, and approved as to location, character and extent by the Planning Commission on November 19, 2018.

1.1.2 **Meaning of "Services."** For purposes of 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 1.2, 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.

EXHIBIT A

- 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 earlier of (i) the completion of Grantee's Services as determined by the City in its reasonable discretion; (ii) the proper expenditure of all of the Grant Funds; or (ii) 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 either party 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: continue horticultural restoration, add a plaza and outdoor classroom, and undertake environmental remediation (the "Work"). To the extent any of the Work requires the cutting down or removal of a tree on the Property and prior to the cutting down or removal of any tree on the Property pursuant to this Agreement or otherwise, the Grantee shall submit a written request for approval to the Director of Public Works and obtain the express written permission of the Director of Public Works as required by section 26-404 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 all applicable 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 CSX Transportation, Inc., and any other property owners necessary to undertake any Work that affect other properties. The Grantee shall coordinate the Grantee's applications for all governmental approvals necessary to undertake and complete the Work with the City's Director of Planning and Development Review.
- 2.2 **Repairs.** The Grantee shall repair any damage to the Property 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.
- 2.4 **Utility Protection.** The Grantee shall protect all private and publicly-owned utilities located within the Property and shall not permit any utilities interruption.

EXHIBIT A

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. Nothing herein shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia 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 costs 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 the 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 \$5,000,000 per occurrence, insuring the Grantee and any of its agents, contractors, employees, invitees, licensees, officers, or volunteers performing activities on behalf of the Grantee against liability for injury to persons and damage to property occurring on or about the Property or arising out of the maintenance or use thereof or the Work performed thereon, with an insurer licensed to transact insurance business in the Commonwealth of Virginia is maintained throughout the duration of this Agreement. The insurance policy or policies under which the required insurance is provided shall include the City as an additional insured and shall be effective before the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers enter the Property. The Grantee shall furnish the City with copies of the required additional insured endorsements and such certificates of insurance evidencing the existence of the required insurance coverage as the City may request, which documentation will be reviewed promptly, and neither the Grantee nor its agents, contractors, employees, invitees, licensees, officers, or volunteers shall enter the Property until the City's Chief of Risk Management has approved the required insurance.

EXHIBIT A

- 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 question 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 this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of 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.
- 4.5 **Modifications.** This Agreement contains the complete understanding and agreement of the parties with respect to the matters covered herein and may not be modified except in a written instrument signed by the duly authorized representatives of each of the parties hereto.
- 4.4 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Agreement, the City and the Grantee hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City or the Grantee; (iii) no individual or entity shall obtain any right to make any claim against the City or the Grantee under the provisions of this Agreement; and (iv) no provision 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

EXHIBIT A

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:

Frazier Armstrong, Executive Director
Capital Trees
200 South Third Street
Suite 101
Richmond, VA 23219
frazier@capitaltrees.org

B. To the City:

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

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

Effective as of the date first written above.

GRANTEE:

CITY:

By: _____
Frazier Armstrong
Executive Director, Capital Trees

By: _____
Selena Cuffee-Glenn
Chief Administrative Officer

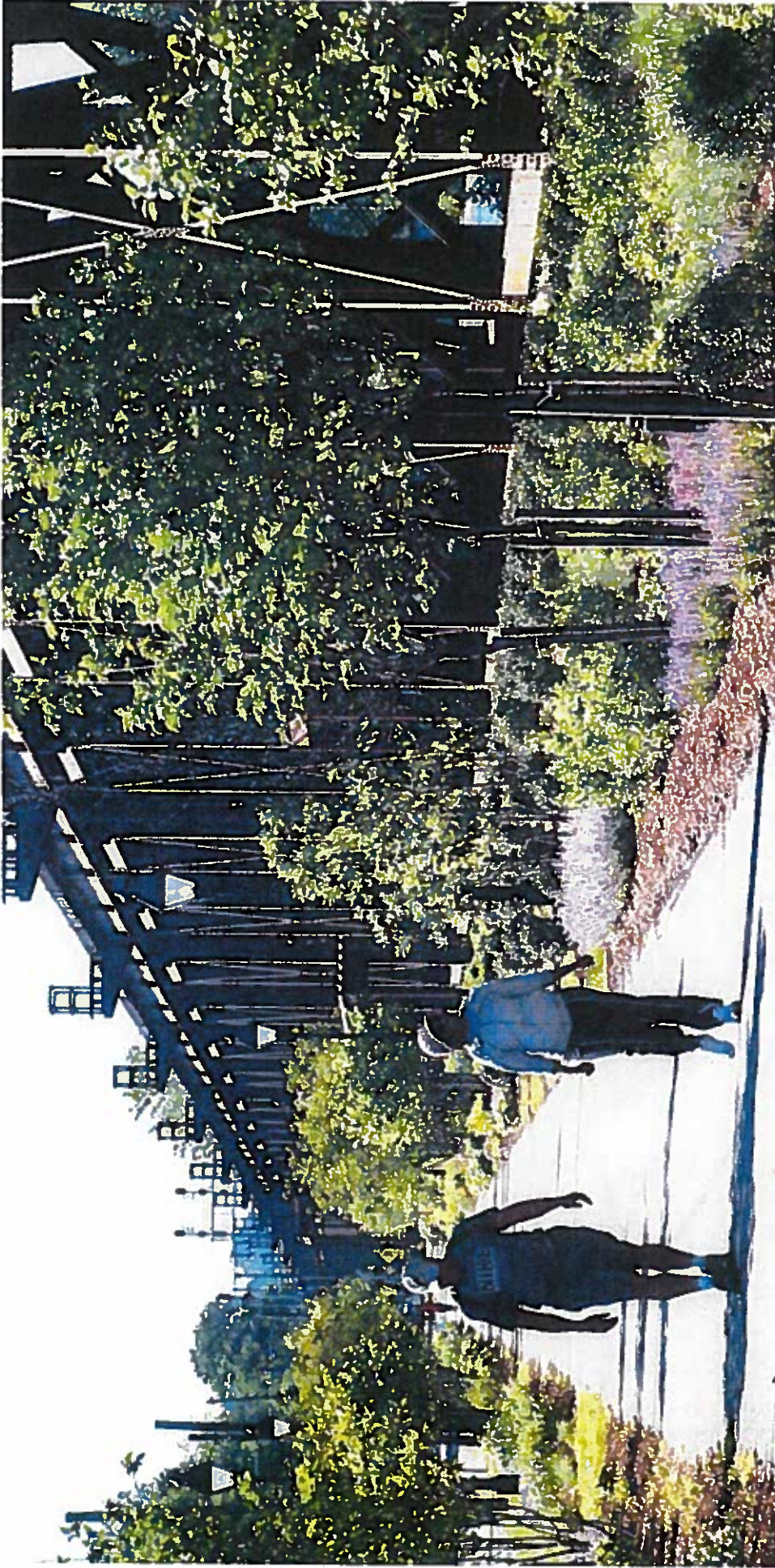
Authorized by Ord. No. _____,
Adopted

APPROVED AS TO TERMS:

Mark A. Olinger Date
Director of Planning
and Development Review

APPROVED AS TO FORM:

City Attorney Date



LOW LINE PROJECT REPORT

RICHMOND, VIRGINIA
AUGUST | 2018

INTRODUCTION TO THE LOW LINE

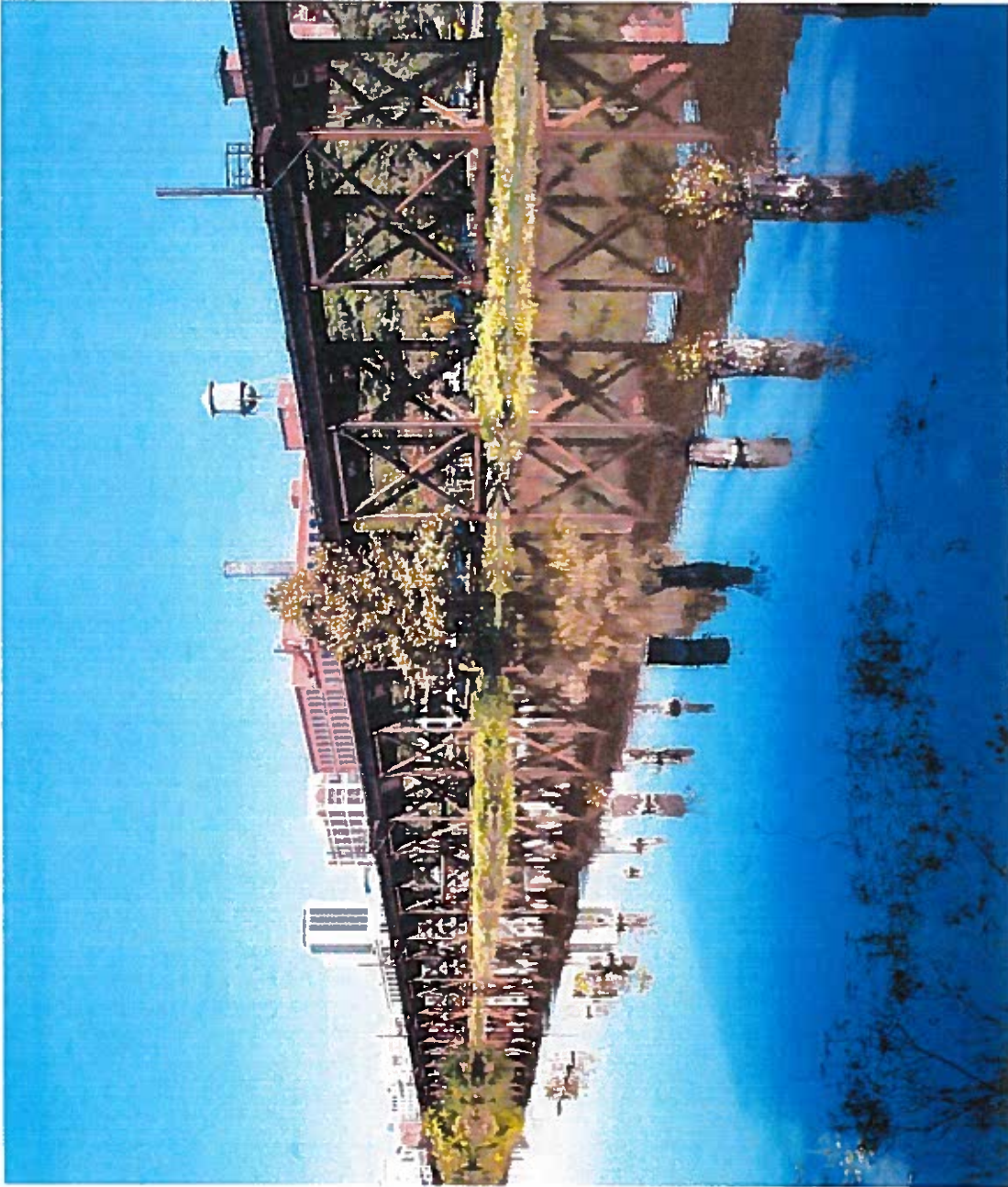
Capital Trees, a Richmond-based 501c3 committed to improving and advocating for Richmond's public landscapes, has, since 2014, worked closely with City officials to reclaim and enhance 5.5 acres of historically and environmentally significant land along the City's canal frontage.

The site, known now as the Low Line, stretches from the Canal Walk to Great Shiplock Park and is bound by Dock Street and the Kanawha Canal. Traversing the site from East to West are CSX Corporation's raised railroad viaduct and the Virginia Capital Trail, a popular and vibrant trail connecting Richmond and Williamsburg.

These 5.5 acres, once the epicentre of Richmond commerce and industry, were long forgotten – disconnected from the street grid by the Army Corps' James River Floodwall and maintained sporadically by the railroad operator. Invasive species slowly overtook the site concealing history and obscuring canal views.

Working closely with City and CSX officials, Capital Trees has negotiated land license agreements to reclaim and improve the Low Line site with horticultural and environmental installations. Grant awards and private donations were leveraged to fund over \$1.2 million dollars of investment in Phase 1 of the project, the Low Line Gardens, which stretch from Great Shiplock Park westward to 23rd Street. Pedestrian activity has grown substantially since work began and the Low Line has become one of Richmond's favorite waterfront attractions. Cyclists, pedestrians and canal boat patrons tour the site regularly and are presented with opportunity to learn of local ecology, water resources and abundant history.

Included herein are some of the early Low Line Garden designs, before-and-after photographs and additional information on the second phase of work – the Low Line Green.





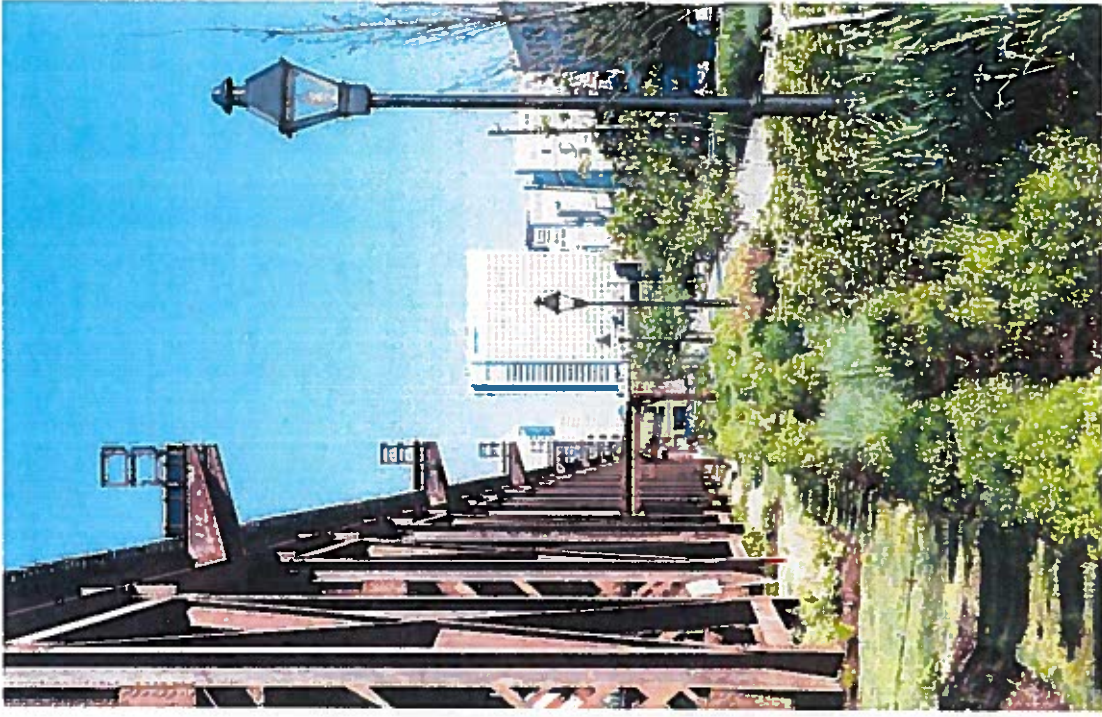
Source: Esri, DigitalGlobe, GeoEye, IGN, GeoEye, Intel, USDA, USDA, AISC, GeoEye, Aerial, IGN, IGN, Esri, and the GIS User Community





LOW LINE GARDENS BEFORE + AFTER

4



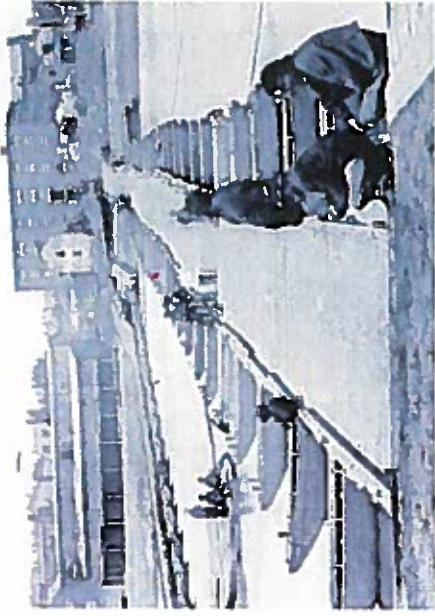
THE LOW LINE
AUGUST | 2018

LOW LINE GARDENS - AFTER

5



LOW LINE GREEN

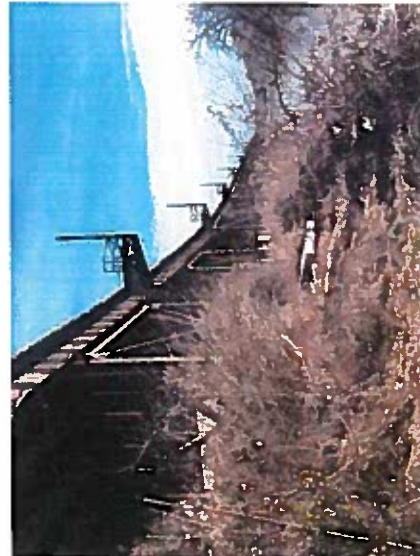


THE LOW LINE GREEN sits on roughly 1.2 acres of land bound by the Kanawha Canal and Richmond's Floodwall at the western end of the Low Line and immediately east of Richmond's Historic Canal Walk.

The site is located at the mouth of Shockoe Creek where Richmond commerce began; where the economy of slave and tobacco trades once thrived; and where, in the final days of the Civil War, President Abraham Lincoln entered the City via a pontoon bridge at 17th Street (pictured above) on April 4, 1865. Today, a CSX railroad viaduct and Interstate 95 cross the site above the Kanawha Canal and Virginia Capital Trail, revealing four centuries of transportation infrastructure. Despite such significance, the site has in recent years been largely neglected and overrun with invasive weed growth and stormwater pollutants from the roadways above.

Leveraging public and private investments, Capital Trees aims to restore the aesthetic and environmental condition of the site in its second phase of work at the Low Line. Invasive weed species and seed banks will be removed and replaced with a mostly native palette of grasses, shrubs and perennials. A planted biofiltration system will be installed to treat stormwater pollutants prior to entry in the Canal and James River and the historic road bed of 17th Street will be revealed in a newly constructed plaza and outdoor classroom. Through such efforts and Capital Trees' forward care and management, the Low Line Green will provide the Shockoe district with a park-like setting where Richmond's history and ecology can be interpreted and explored.





LOW LINE GREEN - EXISTING CONDITIONS





LEGEND

- 1 17TH STREET CANAL PLAZA
- 2 CANAL WALK GATE
- 3 BIORETENTION AREA
- 4 STONE RUNNEL
- 5 PLANTING BED
- 6 PERENNIAL GRASSES
- 7 SEAT WALL
- 8 VIRGINIA CAPITAL TRAIL
- 9 CSX TRESTLE & GRASSES
- 10 LAWN



LOW LINE GREEN CONCEPT PLAN



THE LOW LINE
AUGUST | 2018

LOW LINE GREEN (VIEW WEST) - PROPOSED CONDITION

10



LOW LINE GREEN (VIEW EAST) - PROPOSED CONDITION



LOW LINE GREEN (VIEW NORTH) - PROPOSED CONDITION

THE LOW LINE
AUGUST | 2018



LOW LINE GREEN (AERIAL VIEW WEST) - PROPOSED CONDITION



LOW LINE GREEN (AERIAL VIEW SOUTH) - PROPOSED CONDITION

LOW LINE GREEN

FINAL UDC SUBMITTAL

RICHMOND, VIRGINIA
OCTOBER 18, 2018

LEGEND

GENERAL	
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SEWER

[Symbol]	EXISTING SANITARY SEWER
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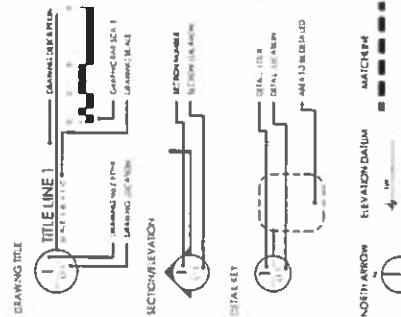
WATER

[Symbol]	EXISTING WATERLINE
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MISC

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SYMBOLS



GENERAL NOTES

- FOR INFORMATION, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY UTILITIES, ERECTION, OR CONSTRUCTION WORK IN THIS AREA. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY UTILITIES, ERECTION, OR CONSTRUCTION WORK IN THIS AREA.
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UTILITY NOTES

- EXISTING UTILITY LOCATIONS ARE APPROXIMATE. VERIFY ALL UTILITY LOCATIONS.
- UTILITY LOCATIONS SHOULD BE VERIFIED AND SHOWN TO THE PROPERTY LINE. CONSTRUCTION SHOULD BE DONE AT LEAST 3 FEET FROM ANY UTILITY LOCATIONS.
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ABBREVIATION LIST

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SHEET NUMBER	SHEET TITLE
10.00	COVER SHEET & OVERALL SITE PLAN
11.00	EXISTING CONDITIONS PLAN
12.00	PAVE PLAN & TYPICAL DETAILS
13.00	PLANTING PLAN
14.00	PLANTING DETAILS
15.00	PLANTING SCHEDULE NOTES & DETAILS

SYMBOL	DESCRIPTION
A	ARCHITECT
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A	ARCHITECT

LOW LINE GREEN

CAPITAL TREES

DOCK STREET

RICHMOND, VIRGINIA 23223

FINAL UDC SUBMITTAL

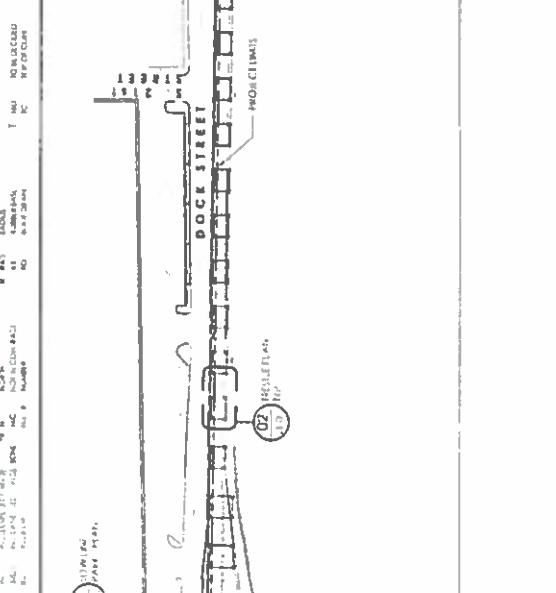
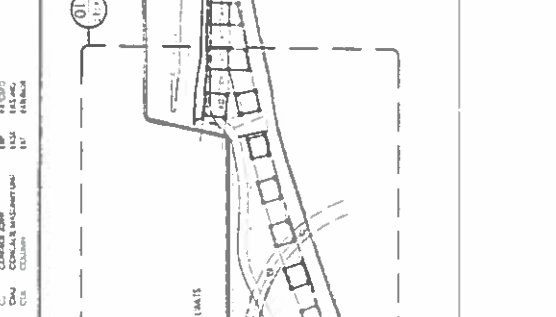
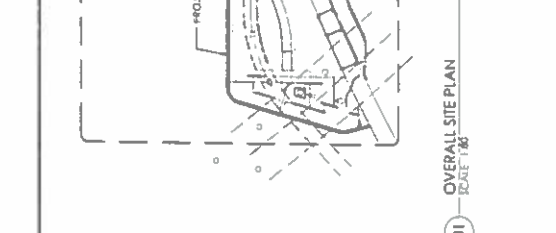
OCTOBER 18, 2018

2114.18 PROJECT SET

10.18.18 FINAL UDC SUBMITTAL

10.00

COVER SHEET & OVERALL SITE PLAN



PROFESSIONAL SEAL
 T. SHALLICEY
 LICENSED ARCHITECT
 J. FOX
 LICENSED ARCHITECT



LOW LINE GREEN
 1000 N. 10TH ST.

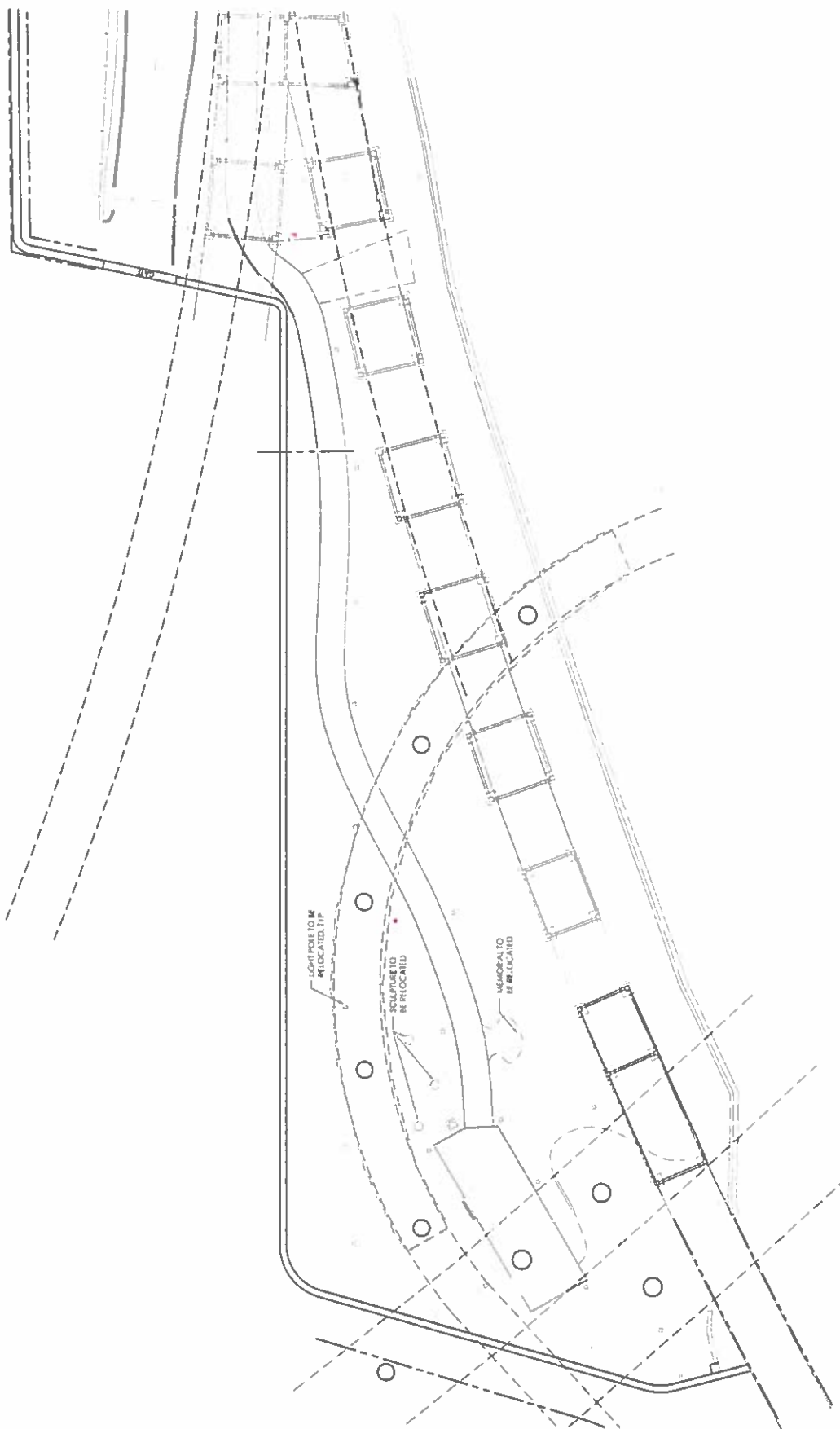
CAPITAL TREES
 1000 N. 10TH ST.
 DOCK STREET
 RICHMOND, VIRGINIA 23223

PROJECT NUMBER
 FINAL UDC SUBMITTAL
 1000 N. 10TH ST.
 OCTOBER 18, 2018

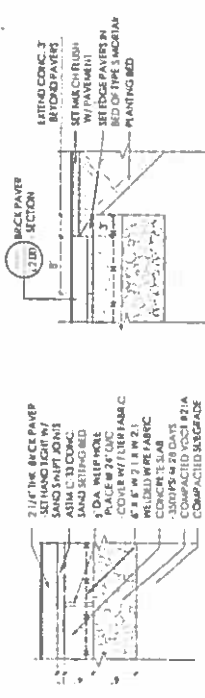
DATE
 10/18/18
PROJECT
 FINAL UDC SUBMITTAL

EXISTING CONDITIONS PLAN
 SCALE 1/8" = 1'-0"

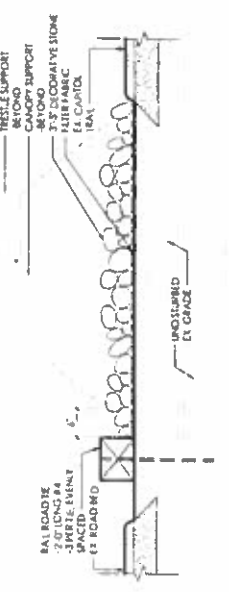
L0.01
 SCALE 1/8" = 1'-0"



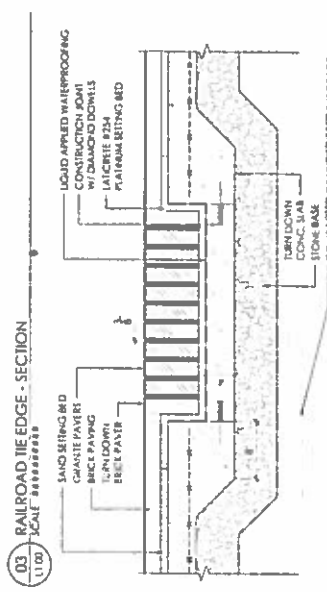
01 EXISTING CONDITIONS - PLAN
 SCALE 1/8"



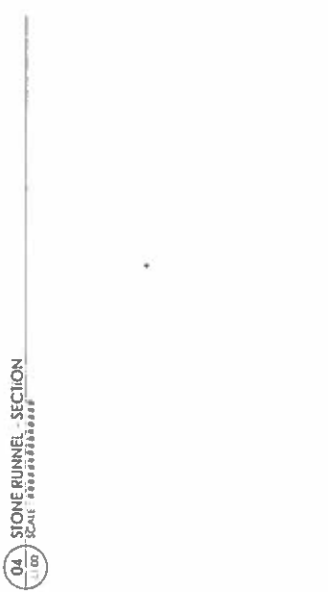
01 BRICK PAVER SECTION
SCALE: 1/8"=1'-0"



02 BRICK PAVER @ PLANNING BED SECTION
SCALE: 1/8"=1'-0"



03 RAILROAD TIE EDGE SECTION
SCALE: 1/8"=1'-0"



04 STONE RINNEL SECTION
SCALE: 1/8"=1'-0"

LOW LINE PARK

DESIGN DEVELOPMENT
MARCH 7, 2018

SITE DETAILS
L2.00

PROFESSIONAL SEAL
 T. SPALLENBERGER
 LANDSCAPE ARCHITECT
 1/1/08
 PROJECT NUMBER



LOW LINE GREEN

CAPITAL TREE
 DOCK STREET
 RICHMOND, VIRGINIA 23223

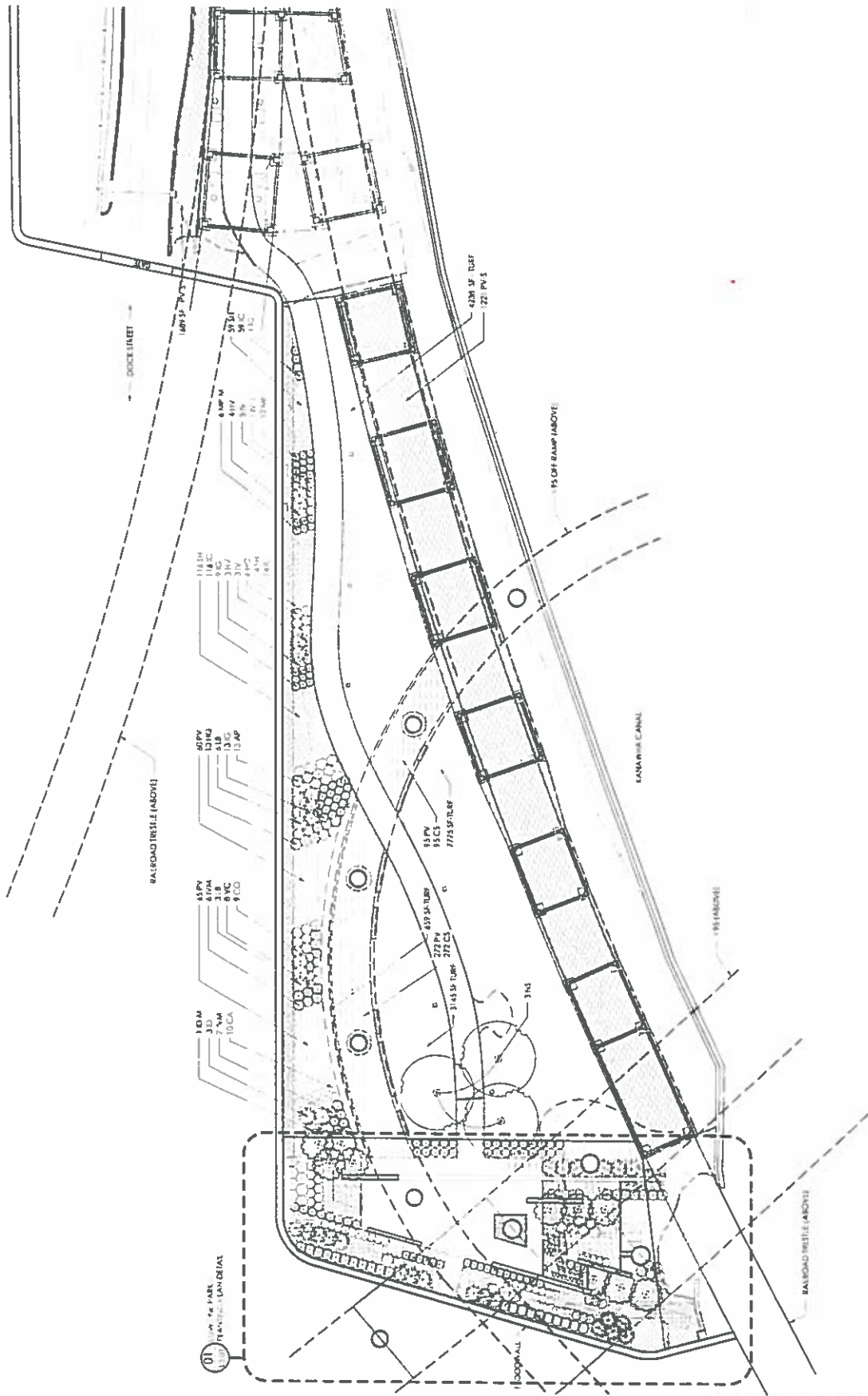
PROJECT NUMBER
 FINAL LDC SUBMITTAL
 DATE OF DESIGN

OCTOBER 18, 2018
 SHEET NO.

2/14/18 PRELIM LDC
 10/18/18 FINAL LDC SUBMITTAL

**PARK PLANTING
 PLAN**

L3.00



01
 1000 ft

professional seal
T. SHALLEGER
Project: Low Line Park
A. FOLEY
Project: Name:



LOW LINE GREEN

CAPITAL TREES
1000
DOCK STREET
RICHMOND, VIRGINIA 23273
Project: Name:

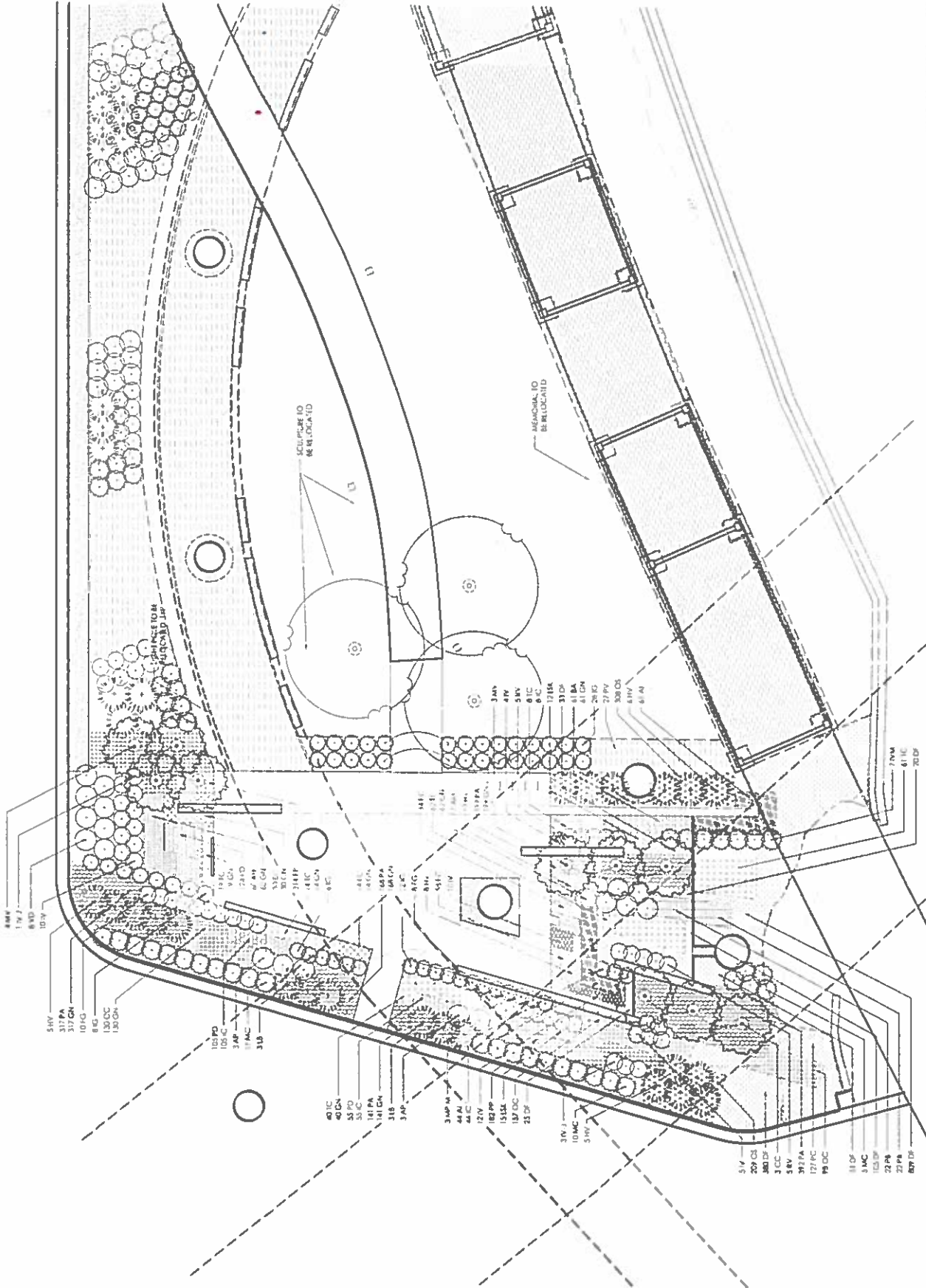
Project: Name:
FRIAL UDC SUBMITTAL
Project: Name:

OCTOBER 16, 2018
Sheet: 04

2.16.18 PRICING SET
10.18.18 FINAL UDC SUBMITTAL
Project: Name:

**PARK PLANTING
PLAN DETAIL**

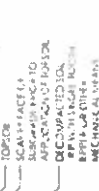
L3.01



01 LOW LINE PARK PLANTING PLAN DETAIL
SCALE: 1"=10'



01
13.00



02 PLANTING BED - SECTION
SCALE 1/2" = 1'-0"



03 PLANING SECTION
SCALE 1/2" = 1'-0"



04 SHRUB PLANTING - SECTION
SCALE 1/2" = 1'-0"

- CONTRACTOR SHALL VERIFY PLANT DIMENSIONS SHOWN ON PLANT MATERIALS IN PLANTING SCHEDULE. UNLESS OTHERWISE SPECIFIED, PLANTS SHALL BE QUANTITY GUARANTEED THROUGHOUT THE CONTRACT TERM. PLANTS THAT DO NOT MEET DIMENSIONS SHALL BE REPLACED AT NO COST TO THE OWNER.
- PLANTS SHALL BE GUARANTEED FOR ONE FULL YEAR AND SHALL BE IN A HEALTHY GROWING CONDITION. PLANT MATERIALS WHICH DO NOT MEET THIS GUARANTEE SHALL BE REPLACED AT NO COST TO THE OWNER. REPLACEMENT SHALL BE GUARANTEED THROUGHOUT THE CONTRACT TERM.
- CONTRACTOR IS RESPONSIBLE FOR WATERING, WEEDING, PEST CONTROL, AND FERTILIZATION OF ALL PLANTS UNTIL (a) UPON FINAL ACCEPTANCE IS ISSUED BY LANDSCAPE ARCHITECT AND/OR OWNER; AND (b) THE CONTRACTOR PROVIDES OWNER WITH NOTIFICATION OF ALL DEFICIENCIES NECESSARY TO COMPLETE SCOPE ASSOCIATED WITH THE PLANTING PLANTS CONTRACT DOCUMENTS.
- CONTRACTOR IS RESPONSIBLE FOR CONTACTING AND SUBSTITUTING PRIOR TO THE BEGINNING OF CONSTRUCTION FOR LOCATION OF ALL UTILITY LINES. TREES SHALL BE LOCATED AT A MINIMUM OF FIVE FEET FROM NEW WATER CONNECTIONS. NOTIFY LANDSCAPE ARCHITECT OF CONFLICTS. THE LANDSCAPE ARCHITECT TO THE OWNER'S REPRESENTATIVE AND SHALL BE THE APPROVING AUTHORITY FOR INFORMATION PROVIDED WITHIN THESE PLANS AND SPECIFICATIONS.
- ALL PLANTS, TREES, AND SHRUBS, INCLUDING PLANTING SUPPLIES, AND METHODS SHALL BE SUBJECT TO LANDSCAPE ARCHITECT APPROVAL. THE CONTRACTOR SHALL BE REMOVED FROM THE SITE WITHIN 10 BUSINESS DAYS OF ANY DEFICIENCIES BEING REMOVED FROM THE SITE WITHIN 10 BUSINESS DAYS.
- CONTRACTOR SHALL LOCATE AND MARK LOCATION FOR ALL PLANTS AND APPROVEMENTS SHOWN AND SHALL OBTAIN FIELD APPROVAL FROM LANDSCAPE ARCHITECT.
- ALL PLANTS AND PLANTING METHODS SHALL CONFORM TO A PLAN STANDARDS.
- BEFORE CONSTRUCTION, PRELIMINARY DRAINAGE GRADINGS SHALL BE OBTAINED AND APPROVED BY THE SOIL CONSERVATION SERVICE. ALL PLANTS AND PLANTING METHODS SHALL BE SUBJECT TO SOIL CONSERVATION SERVICE APPROVAL.
- ALL PLANTS AND BED AREAS SHALL BE COVERED WITH A 3" MINIMUM LAYER OF MEDIUM TEXTURED SHEDDED HARDWOOD MULCH UNLESS OTHERWISE NOTED.
- ALL DISTRIBUTIONS OF PLANTS SHALL BE REQUESTED IN WRITING TO THE LANDSCAPE ARCHITECT AND APPROVED IN WRITING BY THE OWNER OR THE OWNER'S REPRESENTATIVE.
- ALL PLANTING OPERATIONS SHALL BE UNDER THE SUPERVISION OF AN EXPERIENCED LANDSCAPE ARCHITECT.

PLANT SCHEDULE

QTY	PLANT SPECIES NAME	COMMON NAME	SIZE	PLANTING	NOTES
1	DOGWOOD	DOGWOOD	1 1/2" x 1 1/2"		
1	DOGWOOD	DOGWOOD	1 1/2" x 1 1/2"		
1	DOGWOOD	DOGWOOD	1 1/2" x 1 1/2"		
1	DOGWOOD	DOGWOOD	1 1/2" x 1 1/2"		
1	DOGWOOD	DOGWOOD	1 1/2" x 1 1/2"		

LOW LINE GREEN
LANDSCAPE ARCHITECT
2010 N. WALTON ST., SUITE 100
ANN ARBOR, MI 48106-1100
TEL: 734.769.8888
WWW.LOWLINEGREEN.COM

CAPITAL TREES
DOCK STREET
RICHMOND, VIRGINIA, 23231
TEL: 804.774.2323

ERIAL UDC SUBMITTAL
PROJECT NUMBER: 21610
DATE: 10/18/2018

21610 PROJECT FINAL UDC SUBMITTAL

PLANTING SCHEDULE, NOTES, & DETAILS

L4.00