

AN ORDINANCE No. 86-282-257

ADOPTED NOV 24 1986

To permit R. E. Collier, Inc., to encroach in, under, across, and along St. James Court, a distance of 50 feet, more or less, 25 feet, more or less, west of the west right of way line of New Kent Road, with an underground water line (1 inch in diameter) and an electrical conduit (1 inch in diameter) for supply of electrical current, upon certain terms and conditions.

Patron - City Manager (By Request)

Approved as to form and legality
by City Attorney

1. THE CITY OF RICHMOND HEREBY ORDAINS:
2. § 1. That R. E. Collier, Inc., and successors in
3. title, hereinafter referred to as "Licensee", is hereby
4. permitted to encroach in, under, across, and along St. James
5. Court a distance of 50 feet, more or less, 25 feet, more or
6. less, west of the west right of way line of New Kent Road
7. with an underground water line (1 inch in diameter) and an
8. electrical conduit (1 inch in diameter) for supply of elec-
9. trical current, to the extent and in the manner shown on the
10. copy of the plan attached to the draft of this ordinance,
11. entitled: "Proposed Underground Encroachment (Water Line and
12. Electrical Conduit) in St. James Court, at its Intersection
13. with New Kent Road.", marked "Drawing No. M-21596", dated
14. October 8, 1986, until such time as the encroachment or a
15. substantial part or parts thereof shall be removed or

1. destroyed subject to the provisions and conditions contained
2. in Section 2.04(e) of the Charter of the City.

3. § 2. That the permission granted in § 1 of this
4. ordinance is granted upon and subject to the following
5. additional terms and conditions:

6. (a) That all cost shall be borne by the Licensee,
7. R. E. Collier, Inc.

8. (b) That R. E. Collier, Inc., or any contractor it
9. may employ, shall construct, repair, maintain, install and
10. remove the underground encroachment in a manner satisfactory
11. to the Directors of Public Works, Public Utilities, and
12. Public Safety, and same shall be maintained by Licensee in a
13. manner satisfactory to the directors.

14. (c) That R. E. Collier, Inc., or its contractor,
15. shall secure any and all required work permits prior to
16. commencing work.

17. (d) Any portion of St. James Court and any public
18. utility, whether owned by the City or any other corporation,
19. that may be disturbed or destroyed by reason of the instal-
20. lation, construction, repair, reconstruction, maintenance,
21. or removal of said underground encroachment shall be restor-
22. ed and replaced in a manner satisfactory to the directors
23. and with materials approved by them.

24. (e) That the Licensee shall pay to the City for the
25. use and occupancy of the space in, under, across, and along

1. St. James Court such charges as Council has heretofore or
2. may hereafter prescribe for use of the public streets and
3. alleys which charge may be increased or decreased or other-
4. wise modified at any time and from time to time by the
5. Council.

6. (f) That the Licensee shall indemnify, keep and
7. hold the City free and harmless from liability on account of
8. injury or damage to persons, firms and corporations and
9. property growing out of such use of the property and the
10. installation, construction, maintenance, repair, operation
11. and removal of the encroachment, and in the event that suit
12. shall be brought against the City, either independently or
13. jointly with the Licensee on account thereof, the Licensee
14. shall defend the City in any such suit at its cost, and in
15. the event of a final judgment being obtained against the
16. City either independently or jointly with the Licensee,
17. shall pay such judgment and all costs and hold the City
18. harmless therefrom.

19. (g) That the Licensee shall require any contractor
20. or contractors engaged by it to furnish a public liability
21. and property damage insurance contract or contracts naming
22. therein the City as an insured thereunder, which shall pro-
23. vide indemnities of not less than \$500,000 combined coverage
24. for bodily injuries and for property damage resulting from
25. the construction repair, installation and removal of the

1. encroachment. Such policy shall provide for the payment of
2. any final judgment that may be rendered against the City by
3. reason of any person being injured or damaged in any way in
4. person or property by the encroachment. Such contract of
5. insurance shall contain a provision that it shall not be
6. terminated or otherwise allowed to expire prior to sixty
7. days after written notice to that effect is given the
8. directors.

9. (h) Removal of the encroachment herein authorized
10. at any time in the future shall be at the sole expense of
11. the Licensee, R. E. Collier, Inc., or successors in title.

12. (i) That the Licensee shall furnish the City a bond
13. with corporate surety (or irrevocable letter of credit)
14. approved by the City Attorney in the sum of two thousand
15. dollars conditioned upon the removal of the encroachment and
16. replacement and restoration of any City owned facility or
17. public utility damaged, disturbed or destroyed thereby in a
18. manner, with such materials and to the satisfaction of the
19. directors when ordered to do so by the Council, or upon
20. repeal of this ordinance, or upon the failure, refusal or
21. neglect of the Licensee to comply fully and in all respects
22. with the provisions of this or any other ordinance relating
23. thereto. The Licensee shall pay all premiums chargeable for
24. the bond and shall keep the same in full force and effect

1. at all times during the existence and removal of the
2. encroachment and replacement and restoration of any City
3. owned facility damaged, disturbed or destroyed thereby.
4. The bond shall contain a provision that it shall not be
5. terminated or otherwise allowed to expire prior to sixty
6. days written notice to that effect given to the directors.

7. (j) That the Licensee shall furnish the City a
8. public liability and property damage insurance contract or
9. contracts naming therein the City as an insured thereunder,
10. which shall provide indemnities of not less than \$500,000
11. combined coverage for bodily injuries and for property
12. damage resulting from the construction, repair, installa-
13. tion and removal of the encroachment. Such policy shall
14. provide for the payment of any final judgment that may be
15. rendered against the City by reason of any person being
16. injured or damaged in any way in person or property by the
17. encroachment. The Licensee shall pay all premiums charge-
18. able for such contract or contracts of insurance and keep
19. the same in full force and effect at all times during the
20. existence and removal of the encroachment and replacement
21. and restoration of any City owned facility affected by such
22. encroachment. Such contract of insurance shall contain a
23. provision that it shall not be terminated or otherwise
24. allowed to expire prior to sixty days after written notice
25. to that effect is given the directors.

1. (k) This ordinance is adopted pursuant to the power
2. granted the Council by law. It is not intended by the
3. adoption of this ordinance to offer or grant a franchise and
4. the permission hereby granted shall at all times be subject
5. to revocation by the Council and the terms and conditions
6. upon which it is granted shall be subject to modification at
7. any time and from time to time by the Council. Upon such
8. revocation or modification the Licensee shall immediately
9. conform to the requirements, if any, prescribed by the
10. Council with respect thereto.

11. (1) The Licensee, R. E. Collier, Inc., shall be
12. responsible for satisfying all terms and conditions
13. necessary for this ordinance becoming effective.

14. § 3. This ordinance shall be in force upon adoption
15. and shall become effective when within six months of the
16. date of adoption any contractor of Licensee furnishes any
17. required insurance, and the Licensee furnishes the required
18. insurance and bond and files with the City Clerk a written
19. statement in form satisfactory to the City Attorney to the
20. effect that the Licensee agrees to the terms and conditions
21. upon which such permission is granted and agrees to be bound
22. thereby and to observe and comply therewith.

23.
24.

ORDINANCE OR RESOLUTION SUMMARY
CITY OF RICHMOND, VIRGINIA

<p>Resolution Ordinance No. 86-282</p> <p>Requested by City Manager By Request</p> <p>Received City Manager's Office --</p> <p>Summarized 11/17/86</p>	<p>Subject</p> <p>Encroachment in St. James Court/ 1" Water Line and 1" Electrical Conduit</p>
--	--

SUMMARY

This Ordinance would authorize R. E. Collier, Inc. to encroach with an underground water line (1" in diameter) and an electrical conduit (1" in diameter) for supply of electrical current to a light fixture located at the main entrance of St. James Court.

This encroachment, under the public street, is necessary in order to allow the connection of the electrical system. Public use of the street would not be affected and the proposed fixture (improvements) would enhance the sub-division entrance.

Annual Revenue -- \$12.50

The Planning Commission granted approval (8-0)
 November 17, 1986.

COUNCIL ACTION

On Docket
Amended
Adopted
Rejected

City of Richmond
City Planning Commission



900 East Broad Street, Richmond, Virginia 23219
804 • 780-4347

November 18, 1986

To the Honorable Council of the
City of Richmond, Virginia

At its meeting of November 17, 1986, the City Planning Commission voted
(8-0) to recommend APPROVAL of:

Ordinance No. 86-282

To permit R. E. Collier, Inc., to encroach in, under, across,
and along St. James Court, a distance of 50 feet, *** with an
underground water line, *** and an electrical conduit, etc.

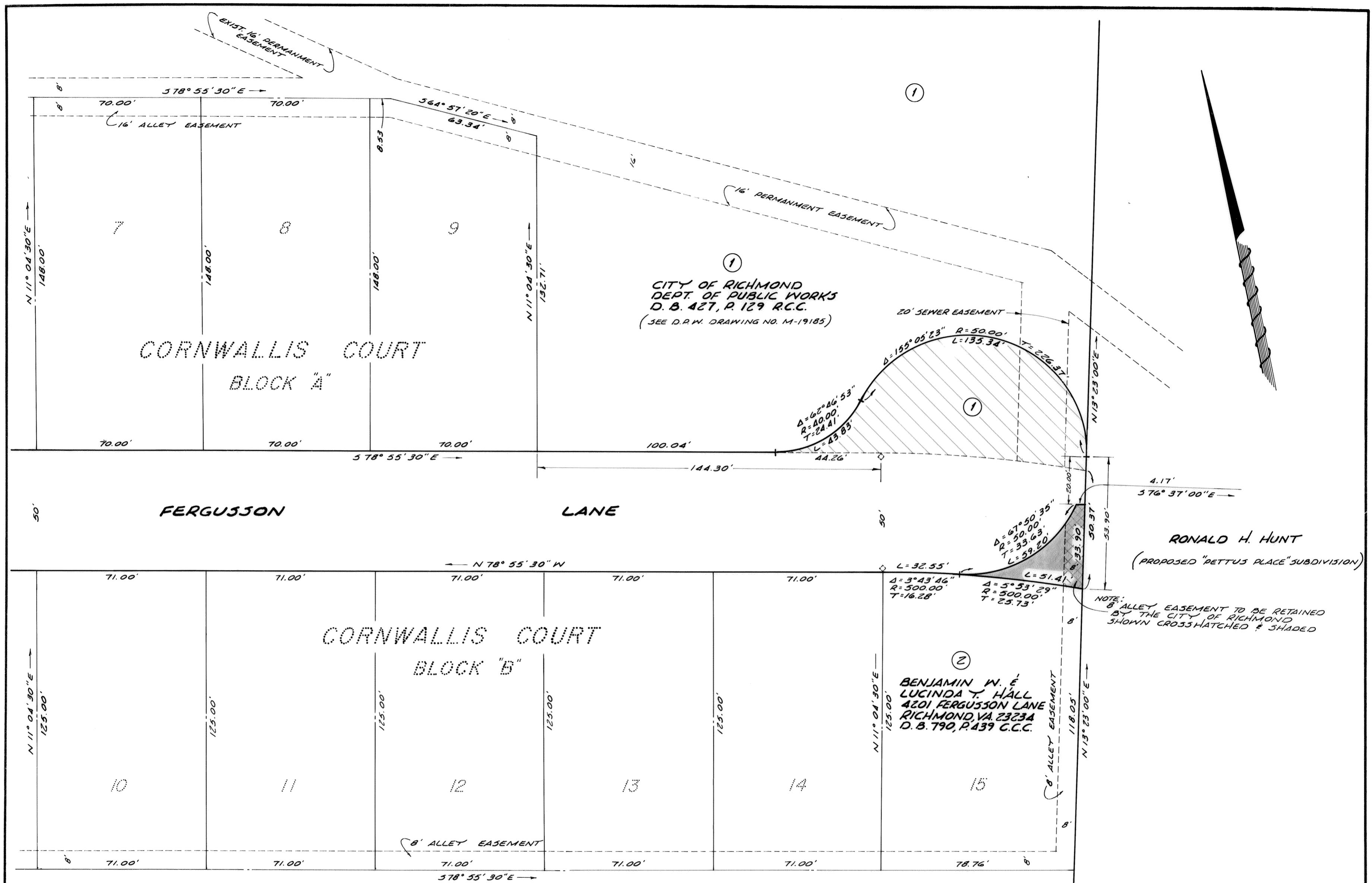
This paper would authorize R. E. Collier, Inc. to encroach with an
underground water line and electrical conduit in St. James Court near its
intersection with New Kent Road. The petitioner is developing the Westover
Hills West subdivision, and proposes to install lighting and irrigation
systems for a landscaped main entrance to the subdivision. Rail fences,
stone walls, columns and landscaping would be installed on private property
on both sides of St. James Court at New Kent Road. In order to connect the
utility systems, encroachment under the public street is necessary. Public
use of the street would not be affected, and the proposed improvements
would enhance the subdivision entrance. The ordinance contains the normal
encroachment conditions regarding proper installation and maintenance,
payment of annual encroachment fees, and liability protection for the City.

Very truly yours,

Jon P. Weersing
Secretary

JPW:lk

cc: Mr. Warren M. Goddard, III - Applicant
Director - Department of Public Works



NOTES :

- 1) PORTION OF FERGUSSON LANE PROPOSED TO BE CLOSED SHOWN SHADED [] AREA = 586.16 SQ. FT.
- 2) AREA OF CITY OWNED PROPERTY TO BE ESTABLISHED AS A PERMANENT TURNAROUND SHOWN HATCHED [] = 4,145.71 SQ. FT. (0.095 ACRES)
- 3) FERGUSSON LANE WAS DEDICATED BY PLAT OF "CORNWALLIS COURT" BY M.E. FLOYD, LAND SURVEYOR, DATED JAN. 28, 1965.

<p>NOTES</p> <p>1. Cuts and fills shown represent the difference in elevation of ground at property line and the sidewalk grade.</p> <p>2. Fences, walks, steps, or coping walls adjacent to the street line, affected by the grading of streets, will not be replaced or repaired at the City's expense unless otherwise shown on plan.</p>	<p>3. Lot dimensions in parentheses are from deeds.</p> <p>4. Property owners correct as of <u>JULY 16, 1985</u></p>	<p>Surveys Administrator <i>Arthur M. Massey</i></p> <p>Streets & Sewers Administrator <i>[Signature]</i></p> <p>Permits & Engr. Services Administrator <i>[Signature]</i></p> <p>Chief, Bureau of Engineering <i>[Signature]</i></p> <p style="text-align: center;"><i>Robert E. Lane</i> 7-21-86 Director of Public Works</p>
---	--	---

<p>REFERENCES M-19185 CC 853 (CORNWALLIS COURT) PLAT OF PETTUS PLACE DATED MAY 27, 1986 ANNEX TAX MAP 30-16</p>	<p>REVISIONS</p>	<p>DEPARTMENT OF PUBLIC WORKS RICHMOND, VIRGINIA</p>	<p>PROPOSED CLOSING OF A PORTION OF FERGUSSON LANE AT ITS TERMINUS, EAST OF DORSET ROAD, AND ESTABLISHING A PERMANENT TURNAROUND.</p> <p>AUTHORITY: DIRECTOR-VERBAL REQUEST BY PERMITS & ENGINEERING SERVICES ADMINISTRATOR.</p>
---	------------------	---	--