

AN ORDINANCE No. 86-315-285

(As Amended)

ADOPTED DEC 22 1986

To amend and reordain Ordinance No. 83-293-84-6, adopted January 9, 1984, which permitted C & M Properties, Inc., and successors in title, to encroach in, on, upon, under, above, over, across, through, and along portions of the Shockoe Slip area, that is, Shockoe Slip, 13th Street, Cary Street, Virginia Street, Canal Street, and a 7-foot east-west alley lying south of and adjacent to Canal Street, shown hatched on Department of Public Works Drawing No. N-21072, upon certain terms and conditions, as amended by Ordinance No. 85-219-209, adopted August 26, 1985, extending the time in which the terms and conditions that must be met for such ordinance to become effective through August 31, 1986; to allow certain alternatives to bond with corporate surety for securing performance of obligations under this ordinance.

Patron - City Manager (By Request)

Approved as to form and legality
by City Attorney

1. THE CITY OF RICHMOND HEREBY ORDAINS:
2. § 1. That C & M Properties, Inc., and successors in
3. title, hereinafter referred to as "Licensee", is hereby
4. permitted to encroach in, on, upon, under, above, over,
5. across, through, and along portions of the Shockoe Slip
6. area, that is, Shockoe Slip, 13th Street, Cary Street,
7. Virginia Street, Canal Street, and a 7-foot east-west alley
8. lying south of and adjacent to Canal Street, to the extent
9. and in the manner shown hatched on Department of Public
10. Works Drawing No. N-21072, entitled: "Proposed closings and
11. encroachments in the Shockoe Slip area including 13th
12. Street, Cary Street, Virginia Street and Canal Street (C & M

1. Properties, Inc.)"; provided, however, that no overhead
2. encroachment shall extend more than two feet from a right of
3. way line into any encroachment areas shown hatched on said
4. plat, until such time as each of several encroachments, or
5. any substantial part or parts thereof, shall be removed or
6. destroyed subject to the provisions and conditions contained
7. in Section 2.04(e) of the Charter of the City of Richmond.

8. § 2. That the permission to encroach granted in
9. this ordinance is granted upon and subject to the following
10. terms and conditions:

11. (a) That all cost shall be borne by the Licensee, C
12. & M Properties, Inc., or its successor in title.

13. (b) C & M Properties, Inc., or its successor, shall
14. have deposited with the Department of Public Utilities or
15. the Department of Public Works the estimated cost for the
16. relocation, killing and plugging, and reconstruction of any
17. utilities made necessary by the encroachments, or have made
18. a commitment, satisfactory in form to the Directors of
19. Public Utilities and Public Works, for payment of all such
20. costs.

21. (c) C & M Properties, Inc., or successor, has made
22. satisfactory arrangements with the Directors of Public Works
23. and Public Utilities for the design of and the relocation of
24. utilities required to be located.

25. (d) C & M Properties, Inc., or successor, has
26. agreed in writing, satisfactory to the Department of Public

1. Works and to the City Attorney, to replace sidewalks in Cary
2. Street and in Virginia Street in a manner satisfactory to
3. the Directors of Public Works and Planning and Community
4. Development.

5. (e) C & M Properties, Inc., or successor, has
6. provided or has agreed to provide tree planter vaults in the
7. sidewalk areas of Cary Street and Virginia Street of a type
8. and at locations approved by the Directors of Public Works
9. and Planning and Community Development in order that trees
10. may be planted therein.

11. (f) C & M Properties, Inc., or successor, secures
12. (or agrees to secure) the approval of the Director of
13. Planning and Community Development of the proposed finished
14. grade and of the type materials, the character of the
15. finished surface and the alignment and location of curbs and
16. steps to be constructed in the area of encroachment in
17. Shockoe Slip piazza.

18. (g) C & M Properties, Inc., has obtained or agreed
19. to obtain from the City Planning Commission its approval of
20. plans (design, nature and extent) of all proposed above-
21. ground encroachments.

22. (h) No overhead encroachment into Cary Street shall
23. be permitted.

24. (i) C & M Properties, Inc., or successor, has
25. agreed in writing to pay the charge imposed by the City for

1. permitting encroachments on public property, which charge
2. may be altered from time to time.

3. (j) C & M Properties, Inc., or successor, or any
4. contractor employed has obtained or committed to obtain any
5. permits which may be required for performing any of the
6. actions authorized in this ordinance.

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

20. (l) That Licensee will require any contractor or
21. contractors engaged by it to furnish a public liability and
22. property damage insurance contract naming therein the City
23. as one of the insured parties thereunder, which shall
24. provide indemnities of not less than \$1,000,000 for bodily
25. injuries resulting from any occurrence or occurrences, and

1. \$100,000 for property damage resulting from the installation
2. and construction. Such policy shall provide for the payment
3. of any final judgment (within limits of coverage provided)
4. that may be rendered against the City by reason of any
5. person being injured or damaged in any way in person or
6. property by the encroachment and use of the ingress-egress
7. area.

8. (m) That the Licensee shall furnish the City a
9. public liability and property damage insurance contract
10. naming therein the City as an insured thereunder, which
11. shall provide indemnities of not less than \$1,000,000 for
12. bodily injuries resulting from any occurrence or occur-
13. rences, and \$100,000 for property damage resulting from any
14. construction, maintenance, repair and removal (including
15. public utility) of such encroachments. Such policy shall
16. provide for the payment of any final judgment (within the
17. limits of the coverage provided) that may be rendered
18. against the City by reason of any person being injured or
19. damaged in any way in person or property by the
20. encroachments.

21. (n) ~~[That the licensee shall furnish the City~~
22. ~~a bond with corporate surety approved by the City Attorney~~
23. ~~and conditioned upon the removal of the encroachments or public~~
24. ~~utility damaged, disturbed or destroyed thereby in a manner,~~
25. ~~with such materials to the satisfaction of the directors,~~

1. ~~upon repeal of this ordinance, or upon the failure, refusal~~
2. ~~or neglect of the licensee to comply fully and in all~~
3. ~~respects with the provisions of this or any other ordinance~~
4. ~~relating thereto.]~~ That until such time as a final certi-
5. ficcate of occupancy is issued for the first improvements to
6. be built in connection with the encroachments, the Licensee
7. shall furnish the City a bond with corporate surety, an
8. escrow account, a deposit, an irrevocable letter of credit
9. or security approved by the City Attorney conditioned upon
10. removal of the encroachments or public utility damaged,
11. disturbed or destroyed in a manner and with such materials
12. to the satisfaction of the directors, upon repeal of this
13. ordinance, or upon the failure, refusal or neglect of the
14. Licensee to comply fully and in all respects with the
15. provisions of this or any other ordinance relating thereto.
16. The security shall be in the amount that the Director of
17. Public Works determines is necessary to restore the area of
18. encroachment during the period of construction. The
19. security shall contain a provision that it shall not be
20. terminated or otherwise allowed to expire prior to sixty
21. days written notice to that effect given to the directors.
22. At such time as a final certificate of occupancy is issued
23. for the first improvements to be built in connection with
24. the encroachments, the Licensee shall furnish the City a
25. bond with corporate surety, an escrow account, a deposit, an

1. irrevocable letter of credit or security approved by the
2. City Attorney in the amount of one hundred thousand dollars
3. (\$100,000), conditioned upon removal of the encroachments
4. upon repeal of this ordinance, or upon the failure, refusal
5. or neglect of the Licensee to comply fully and in all
6. respects with the provisions of this and any other
7. ordinance relating thereto. The Licensee shall pay all
8. premiums chargeable for the [~~bond~~] security and shall keep
9. the same in full force and effect at all times during the
10. existence and removal of the encroachments or any public
11. utility damaged, disturbed or destroyed thereby. The [~~bond~~]
12. security shall contain a provision that it shall not be
13. terminated or otherwise allowed to expire prior to sixty
14. days written notice to that effect given to the directors.

15. § 3. This ordinance is adopted pursuant to the power
16. granted the Council by law. It is not intended by the
17. adoption of this ordinance to offer or grant a franchise and
18. the permission hereby granted shall at all times be subject
19. to revocation by the Council and the terms and conditions
20. upon which it is granted shall be subject to modification at
21. any time and from time to time by the Council. Upon such
22. revocation or modification the Licensee will immediately
23. conform to the requirements, if any, prescribed by the
24. Council with respect thereto.

1. § 4. It shall be the sole responsibility of the
2. Licensee, C & M Properties, Inc., to provide all documents,
3. policies, bonds and other materials or information requisite
4. for this ordinance becoming effective.

5. § 5. In the event of the modification of the terms and
6. conditions upon which the license is granted, or the
7. revocation of the license by Council, the City Clerk shall
8. give notice to C & M Properties, Inc., or its successor, and
9. to holders of liens upon improvements located within the
10. areas of encroachment; provided, however, that the City
11. Clerk shall be obligated to give notice only to such persons
12. for whom C & M Properties, Inc., or any successor thereto,
13. shall have furnished names and addresses by filing same in
14. the office of the City Clerk.

15. § 6. This ordinance shall be in force upon adoption
16. ~~[and shall become effective when on or before August 31,~~
17. ~~1986, the licensee shall furnish the required insurance and~~
18. ~~bond and files with the City Clerk a written statement in~~
19. ~~form satisfactory to the City Attorney to the effect that~~
20. ~~the licensee agrees to the terms and conditions upon which~~
21. ~~such permission is granted and agrees to be bound thereby~~
22. ~~and to observe and comply therewith].~~

23.
24.

AN ORDINANCE No. 86-315

To amend and reordain Ordinance No. 83-293-84-6, adopted January 9, 1984, which permitted C & M Properties, Inc., and successors in title, to encroach in, on, upon, under, above, over, across, through, and along portions of the Shockoe Slip area, that is, Shockoe Slip, 13th Street, Cary Street, Virginia Street, Canal Street, and a 7-foot east-west alley lying south of and adjacent to Canal Street, shown hatched on Department of Public Works Drawing No. N-21072, upon certain terms and conditions, as amended by Ordinance No. 85-219-209, adopted August 26, 1985, extending the time in which the terms and conditions that must be met for such ordinance to become effective through August 31, 1986; to allow certain alternatives to bond with corporate surety for securing performance of obligations under this ordinance.

Patron - City Manager (By Request)

Approved as to form and legality
by City Attorney

THE CITY OF RICHMOND HEREBY ORDAINS:

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1. Properties, Inc.)"; provided, however, that no overhead
2. encroachment shall extend more than two feet from a right of
3. way line into any encroachment areas shown hatched on said
4. plat, until such time as each of several encroachments, or
5. any substantial part or parts thereof, shall be removed or
6. destroyed subject to the provisions and conditions contained
7. in Section 2.04(e) of the Charter of the City of Richmond.

8. § 2. That the permission to encroach granted in
9. this ordinance is granted upon and subject to the following
10. terms and conditions:

11. (a) That all cost shall be borne by the Licensee, C
12. & M Properties, Inc., or its successor in title.

13. (b) C & M Properties, Inc., or its successor, shall
14. have deposited with the Department of Public Utilities or
15. the Department of Public Works the estimated cost for the
16. relocation, killing and plugging, and reconstruction of any
17. utilities made necessary by the encroachments, or have made
18. a commitment, satisfactory in form to the Directors of
19. Public Utilities and Public Works, for payment of all such
20. costs.

21. (c) C & M Properties, Inc., or successor, has made
22. satisfactory arrangements with the Directors of Public Works
23. and Public Utilities for the design of and the relocation of
24. utilities required to be located.

25. (d) C & M Properties, Inc., or successor, has
26. agreed in writing, satisfactory to the Department of Public

1. Works and to the City Attorney, to replace sidewalks in Cary
2. Street and in Virginia Street in a manner satisfactory to
3. the Directors of Public Works and Planning and Community
4. Development.

5. (e) C & M Properties, Inc., or successor, has
6. provided or has agreed to provide tree planter vaults in the
7. sidewalk areas of Cary Street and Virginia Street of a type
8. and at locations approved by the Directors of Public Works
9. and Planning and Community Development in order that trees
10. may be planted therein.

11. (f) C & M Properties, Inc., or successor, secures
12. (or agrees to secure) the approval of the Director of
13. Planning and Community Development of the proposed finished
14. grade and of the type materials, the character of the
15. finished surface and the alignment and location of curbs and
16. steps to be constructed in the area of encroachment in
17. Shockoe Slip piazza.

18. (g) C & M Properties, Inc., has obtained or agreed
19. to obtain from the City Planning Commission its approval of
20. plans (design, nature and extent) of all proposed above-
21. ground encroachments.

22. (h) No overhead encroachment into Cary Street shall
23. be permitted.

24. (i) C & M Properties, Inc., or successor, has
25. agreed in writing to pay the charge imposed by the City for

1. permitting encroachments on public property, which charge
2. may be altered from time to time.

3. (j) C & M Properties, Inc., or successor, or any
4. contractor employed has obtained or committed to obtain any
5. permits which may be required for performing any of the
6. actions authorized in this ordinance.

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

20. (l) That Licensee will require any contractor or
21. contractors engaged by it to furnish a public liability and
22. property damage insurance contract naming therein the City
23. as one of the insured parties thereunder, which shall
24. provide indemnities of not less than \$1,000,000 for bodily
25. injuries resulting from any occurrence or occurrences, and

1. \$100,000 for property damage resulting from the installation
2. and construction. Such policy shall provide for the payment
3. of any final judgment (within limits of coverage provided)
4. that may be rendered against the City by reason of any
5. person being injured or damaged in any way in person or
6. property by the encroachment and use of the ingress-egress
7. area.

8. (m) That the Licensee shall furnish the City a
9. public liability and property damage insurance contract
10. naming therein the City as an insured thereunder, which
11. shall provide indemnities of not less than \$1,000,000 for
12. bodily injuries resulting from any occurrence or occur-
13. rences, and \$100,000 for property damage resulting from any
14. construction, maintenance, repair and removal (including
15. public utility) of such encroachments. Such policy shall
16. provide for the payment of any final judgment (within the
17. limits of the coverage provided) that may be rendered
18. against the City by reason of any person being injured or
19. damaged in any way in person or property by the
20. encroachments.

21. (n) ~~[That-the-Licensee-shall-furnish-the-City~~
22. ~~a-bond-with-corporate-surety-approved-by-the-City-Attorney~~
23. ~~conditioned-upon-the-removal-of-the-encroachments-or-public~~
24. ~~utility-damaged,-disturbed-or-destroyed-thereby-in-a-manner,~~
25. ~~with-such-materials-to-the-satisfaction-of-the-directors,~~

1. ~~upon repeal of this ordinance, or upon the failure, refusal~~
2. ~~or neglect of the licensee to comply fully and in all~~
3. ~~respects with the provisions of this or any other ordinance~~
4. ~~relating thereto.]~~ That until such time as a final certi-
5. ficade of occupancy is issued for the first improvements to
6. be built in connection with the encroachments, the Licensee
7. shall furnish the City a bond with corporate surety, an
8. escrow account, a deposit, an irrevocable letter of credit
9. or security approved by the City Attorney conditioned upon
10. removal of the encroachments or public utility damaged,
11. disturbed or destroyed in a manner and with such materials
12. to the satisfaction of the directors, upon repeal of this
13. ordinance, or upon the failure, refusal or neglect of the
14. Licensee to comply fully and in all respects with the
15. provisions of this or any other ordinance relating thereto.
16. The security shall be in the amount that the Director of
17. Public Works determines is necessary to restore the area of
18. encroachment during the period of construction. The
19. security shall contain a provision that it shall not be
20. terminated or otherwise allowed to expire prior to sixty
21. days written notice to that effect given to the directors.
22. At such time as a final certificate of occupancy is issued
23. for the first improvements to be built in connection with
24. the encroachments, the Licensee shall furnish the City a
25. bond with corporate surety, an escrow account, a deposit, an

1. irrevocable letter of credit or security approved by the
2. City Attorney in the amount of one hundred thousand dollars
3. (\$100,000), conditioned upon removal of the encroachments
4. upon repeal of this ordinance, or upon the failure, refusal
5. or neglect of the Licensee to comply fully and in all
6. respects with the provisions of this and any other
7. ordinance relating thereto. The Licensee shall pay all
8. premiums chargeable for the [~~bond~~] security and shall keep
9. the same in full force and effect at all times during the
10. existence and removal of the encroachments or any public
11. utility damaged, disturbed or destroyed thereby. The [~~bond~~]
12. security shall contain a provision that it shall not be
13. terminated or otherwise allowed to expire prior to sixty
14. days written notice to that effect given to the directors.

15. § 3. This ordinance is adopted pursuant to the power
16. granted the Council by law. It is not intended by the
17. adoption of this ordinance to offer or grant a franchise and
18. the permission hereby granted shall at all times be subject
19. to revocation by the Council and the terms and conditions
20. upon which it is granted shall be subject to modification at
21. any time and from time to time by the Council. Upon such
22. revocation or modification the Licensee will immediately
23. conform to the requirements, if any, prescribed by the
24. Council with respect thereto.

1. § 4. It shall be the sole responsibility of the
2. Licensee, C & M Properties, Inc., to provide all documents,
3. policies, bonds and other materials or information requisite
4. for this ordinance becoming effective.

5. § 5. In the event of the modification of the terms and
6. conditions upon which the license is granted, or the
7. revocation of the license by Council, the City Clerk shall
8. give notice to C & M Properties, Inc., or its successor, and
9. to holders of liens upon improvements located within the
10. areas of encroachment; provided, however, that the City
11. Clerk shall be obligated to give notice only to such persons
12. for whom C & M Properties, Inc., or any successor thereto,
13. shall have furnished names and addresses by filing same in
14. the office of the City Clerk.

15. § 6. This ordinance shall be in force upon adoption
16. and shall become effective when on or before August 31,
17. 1986, the Licensee shall furnish the required insurance and
18. bond and files with the City Clerk a written statement in
19. form satisfactory to the City Attorney to the effect that
20. the Licensee agrees to the terms and conditions upon which
21. such permission is granted and agrees to be bound thereby
22. and to observe and comply therewith.

23.
24.

ORDINANCE OR RESOLUTION SUMMARY
CITY OF RICHMOND, VIRGINIA

Resolution 86-315	Subject To Amend Ordinance No.83-293-84-6 as Amended by Ordinance No.85-819-209
Ordinance No. City Manager, By Request	
Requested by --	
Received City Manager's Office 12/15/86	
Summarized	

SUMMARY

This Ordinance would amend Ordinance No. 83-293-84-6 as amended by Ordinance No. 85-219-209 to reflect certain changes in the manner and time for posting a bond for removal of an encroachment that's covered by the Ordinance.

The amendment states, "That until such time as a final Certificate of Occupancy is issued for the first improvements, the licensee shall furnish the City a bond with corporate surety, an escrow account, a deposit, an irrevocable Letter of Credit or security approved by the City Attorney conditioned upon removal of the encroachments..."

COUNCIL ACTION

On Docket	12/22/86
Amended	
Adopted	
Rejected	

Item 13

M O T I O N

To Amend Ordinance No. 86-315.

Page 8

Lines 16 through 22

Delete the following:

"and shall become effective when on or before August 31, 1986, the Licensee shall furnish the required insurance and bond and files with the City Clerk a written statement in form satisfactory to the City Attorney to the effect that the Licensee agrees to the terms and conditions upon which such permission is granted and agrees to be bound thereby and to observe and comply therewith"