

AN ORDINANCE NO 85-266-250

ADOPTED OCT 28 1985

To permit Lexington Tower Associates and successors in title to encroach with brick pavers and with tree grates a distance of 102 linear feet, more or less (1020 square feet, more or less), in Grace Street, upon certain terms and conditions.

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Patron - City Manager (By Request)

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Approved as to form and legality  
by City Attorney

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1. THE CITY OF RICHMOND HEREBY ORDAINS:
2.           § 1. That Lexington Tower Associates and succes-
3. sors in title, hereinafter referred to as "Licensee", is
4. hereby permitted to encroach with brick pavers and with tree
5. grates on the south right of way line of Grace Street, west
6. of Adams Street, a distance of 102 linear feet, more or less
7. (1020 square feet, more or less), to the extent and in the
8. manner shown shaded on the copy of the plan attached to the
9. draft of this ordinance, entitled: "Proposed Sidewalk En-
10. croachment on the South Side of Grace St. between Jefferson
11. St. and Adams St.", marked "Drawing No. N-21407", dated
12. August 27, 1985, until such time as the encroachments or a
13. substantial part or parts thereof shall shall be removed or
14. destroyed subject to the provisions and conditions contained
15. in Section 2.04(e) of the Charter of the City of Richmond.

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

4. (a) That all cost shall be borne by the Licensee,  
5. Lexington Tower Associates.

6. (b) That the type of trees and tree grates must be  
7. approved by the Directors of Public Works and Recreation and  
8. Parks before installation. Lexington Tower Associates shall  
9. repair and maintain, or remove the brick pavers and tree  
10. grates in a manner satisfactory to the Directors of Public  
11. Works, Public Safety and Public Utilities.

12. (c) That Lexington Tower Associates shall secure  
13. necessary work permits prior to commencing work in Grace  
14. Street.

15. (d) That any portion of the public street and any  
16. public utility that may be disturbed or destroyed by reason  
17. of the reconstruction, repair, maintenance, or removal of  
18. said encroachments shall be restored and replaced in a  
19. manner satisfactory to the directors and with materials  
20. approved by them.

21. (e) That the Licensee shall pay to the City for  
22. the use and occupancy of the space in, over and under the  
23. street such charges as Council has heretofore or may  
24. hereafter prescribe for such use of the public street which  
25. may be increased or decreased or otherwise modified at any

1. time and from time to time by the Council.

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

15. (g) That the Licensee shall require any contractor  
16. or contractors engaged by it to furnish a public liability  
17. and property damage insurance contract or contracts naming  
18. therein the City as an insured thereunder, which shall  
19. provide indemnities of not less than \$500,000 combined  
20. coverage for bodily injuries and for property damage result-  
21. ing from the construction. Such policy shall provide for  
22. the payment of any final judgment that may be rendered  
23. against the City by reason of any person being injured or  
24. damaged in any way in person or property by the construc-  
25. tion.

1.           (h) That the Licensee shall furnish the City a  
2. liability insurance contract to indemnify, reimburse and  
3. save the City harmless from all charges, damages or costs  
4. that the City may be required to pay or otherwise sustain by  
5. reason of the reconstruction, maintenance, repair, existence  
6. or removal of the encroachments. The contract shall not be  
7. less than \$500,000 to cover the injury or death of persons  
8. and damage to property resulting from the reconstruction,  
9. maintenance, and removal of the encroachments. The contract  
10. shall name the City of Richmond as an additional insured and  
11. shall be approved by the City Attorney. The Licensee shall  
12. pay all premiums chargeable for the contract and shall keep  
13. the same in full force and effect at all times during the  
14. reconstruction, maintenance, repair, existence and removal  
15. of the encroachments. The contract shall contain a  
16. provision that it shall not be terminated or otherwise  
17. allowed to expire prior to sixty days after written notice  
18. to that effect is given to the directors.

19.           (i) The Licensee shall furnish the City a bond with  
20. corporate surety approved by the City Attorney in the sum  
21. of \$5,000 conditioned upon the removal of the encroachments  
22. and replacement and installation of any public street or  
23. utility, either municipally or otherwise owned, damaged,  
24. disturbed or destroyed thereby in a manner, with such  
25. materials and to the satisfaction of the directors when

1. ordered to do so by the Council, or upon repeal of this  
2. ordinance, or upon the failure, refusal or neglect of the  
3. Licensee to comply fully and in all respects with the  
4. provisions of this or any other ordinance relating thereto.  
5. The Licensee shall pay all premiums chargeable for the bond  
6. and shall keep the same in full force and effect at all  
7. times during the existence and removal of the encroachments  
8. and replacement and restoration of any public street or  
9. utility damaged, disturbed or destroyed thereby. The bond  
10. shall contain a provision that it shall not be terminated or  
11. otherwise allowed to expire prior to sixty days after  
12. written notice to that effect is given to the directors.

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

23. (k) Upon the failure, refusal or neglect of the  
24. Licensee to comply with the provisions of this ordinance

1. the City shall have the right to perform the Licensee's  
2. obligations under this ordinance at the Licensee's cost and  
3. expense without liability to the Licensee for damages  
4. sustained on account thereof.

5. (1) For the failure, refusal or neglect to comply  
6. fully with the provisions of this ordinance or any amend-  
7. ment, revocation or repeal hereof the Licensee shall be  
8. subject to a fine of not less than ten dollars nor more than  
9. one hundred dollars and each day's continuance thereof shall  
10. constitute a separate offense.

11. § 3. This ordinance shall be in force upon adoption  
12. and shall become effective when within twelve months of the  
13. date of adoption the Licensee shall furnish the required  
14. insurance and bond and files with the City Clerk a written  
15. statement in form satisfactory to the City Attorney to the  
16. effect that the Licensee agrees to the terms and conditions  
17. upon which such permission is granted and agrees to be bound  
18. thereby and to observe and comply therewith. Lexington  
19. Tower Associates shall be responsible for furnishing all  
20. documents and performing all such acts as may be requisite  
21. for this ordinance becoming in force and effect.

22.  
23.  
24.

City of Richmond  
City Planning Commission



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

October 22, 1985

To the Honorable Council of the  
City of Richmond, Virginia

At its meeting of October 21, 1985, the City Planning Commission voted  
(9-0) to recommend APPROVAL of:

Ordinance No. 85-266

To permit Lexington Tower Associates and successors in title  
to encroach with brick pavers with tree grates a distance of  
102 linear feet, more or less (1020 square feet, more or  
less), in Grace Street, upon certain terms and conditions.

Lexington Tower Associates has requested permission to encroach in the  
sidewalk areas adjacent to its existing surface parking lot at 107 West  
Grace Street between Adams and Jefferson Streets. The sidewalk  
encroachments include brick pavers and four tree planter grates. The  
species of the trees will be approved by the Directors of Public Works and  
Recreation and Parks, and will be donated to and maintained by the City.  
The improvements are elements of the petitioner's efforts to improve the  
general appearance of the property in conjunction with the proposed  
construction of a two-story parking deck serving Lexington Towers. The  
proposed improvements meet normal City design standards.

The petitioner has worked with the Planning staff in the design of the  
proposed improvements, which are consistent with similar projects in the  
Downtown area. The improvements will contribute to beautification of the  
site and will not unreasonably interfere with use of the public sidewalk  
area. 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,

A handwritten signature in cursive script, appearing to read "Jon P. Weersing".

Jon P. Weersing  
Secretary

JPW:lk

cc: Mr. Kurt Wagner, P.E. - for Applicant  
Director - Department of Public Works

**ORDINANCE OR RESOLUTION SUMMARY**  
CITY OF RICHMOND, VIRGINIA

Resolution Ordinance No. .... 85-266.....	Subject  Encroachment/West Grace Street.
Requested by ..... City Manager.....	
Received City Manager's Office ..... --.....	
Summarized ..... 10/18/85.....	

**SUMMARY**

This Ordinance would authorize a proposed sidewalk encroachment with tree grates and brick pavers as shown "shaded" and noted on a plan prepared by the Department of Public Works designated Department of Public Works Drawing No. N-21407 entitled, "Proposed Sidewalk Encroachment on the South Side of Grace St. between Jefferson Street and Adams Street".

This was requested in a letter dated July 22, 1985, and signed by Kurt Wagner, P.E., on behalf of the Lexington Tower Associates. The sidewalk landscaping will enhance the appearance of the area involved.

The estimated revenue is 1,020+ sq. ft. of encroachment @ \$.25 per sq. ft. = \$225 annually.

The Department of Public Works offers no objections to the proposed encroachment subject to the usual terms and conditions to include:

1. All cost incident to the encroachment to be borne by the applicant.
2. Liability and insurance shall be maintained in effect during construction and the life of the encroachment.
3. Applicant shall secure proper permits and work to be performed in a manner satisfactory to the Director of Public Works, Utilities and Safety.
4. Applicant to maintain improvements within the encroached area.
5. A twelve-month expiration clause be included.
6. An annual fee be charged for occupying sidewalk with subject encroachment..
7. Applicant shall furnish removal bond.

**COUNCIL ACTION**

On Docket ..... 10/28/85.....
Amended .....
Adopted .....
Rejected .....