

INTRODUCED: March 28, 2016

AN ORDINANCE No. 2016-098

To declare that a public necessity exists and to authorize the acquisition of certain interests in real estate located east of Capitol Square for improvements related to Main Street Station and for public right-of-way purposes.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 11 2016 AT 6 P.M.

WHEREAS, in the opinion of the Council of the City of Richmond, a public necessity exists for the acquisition of the interests of the Commonwealth of Virginia in properties identified as Section 4(1), Section 4(2), Section 5(i), and Section 5(ii) on a drawing prepared by the Department of Public Works, designated as DPW Drawing No. N-28630, dated April 27, 2015, and entitled “Sketch Showing Various Areas Referenced in Ordinance Concerning Properties of the City of Richmond and the Commonwealth of Virginia,” a copy of which is attached to this ordinance, and more particularly described in a document entitled “Governor Street Closure Terms and Conditions” and dated February 16, 2016, a copy of which is attached to this ordinance, for improvements related to Main Street Station and for public right-of-way purposes;

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: APR 25 2016 REJECTED: _____ STRICKEN: _____

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That a public necessity exists for the acquisition of the interests of the Commonwealth of Virginia in properties identified as Section 4(1), Section 4(2), Section 5(i), and Section 5(ii) on a drawing prepared by the Department of Public Works, designated as DPW Drawing No. N-28630, dated April 27, 2015, and entitled “Sketch Showing Various Areas Referenced in Ordinance Concerning Properties of the City of Richmond and the Commonwealth of Virginia,” a copy of which is attached to this ordinance, and more particularly described in a document entitled “Governor Street Closure Terms and Conditions” and dated February 16, 2016, a copy of which is attached to this ordinance, for improvements related to Main Street Station and for public right-of-way purposes.

§ 2. That the Chief Administrative Officer or the designee thereof is hereby authorized and directed to (i) acquire from the Commonwealth of Virginia all of its interests in the real estate identified in section 1 of this ordinance, (ii) act for and on behalf of the City of Richmond in agreeing or disagreeing with the Commonwealth of Virginia upon the compensation, if any, to be paid therefor, and (iii) execute the deeds and other documents necessary to complete the acquisition and acceptance of such interests in real estate, provided that all such deeds and other documents must first be approved as to form by the City Attorney.

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



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

FEB 19 2016
4-4872
Chief Administration Office
City of Richmond

O&R REQUEST

DATE: February 16, 2016

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: Dwight C. Jones, Mayor (By Request)

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: John Buturla, Interim Deputy Chief Administrative Officer

THROUGH: Emmanuel Adediran, Director, Department of Public Works

THROUGH: M.S. Khara, P.E., City Engineer, Department of Public Works

FROM: Marvin Anderson, Department of Public Works

RECEIVED

MAR 11 2016

OFFICE OF CITY ATTORNEY

RE: PROPOSED CLOSING OF A PORTION OF PUBLIC RIGHT-OF-WAY KNOWN AS 12TH STREET/GOVERNOR STREET UPON CERTAIN CONDITIONS AND TRANSFER TO COMMONWEALTH OF VIRGINIA ANY CITY INTERESTS IN CERTAIN AREAS EAST OF CAPITOL SQUARE

ORD. OR RES No. _____

PURPOSE: To repeal or amend Ordinance No. 2005-231-209 and adopt any other ordinances necessary to accomplish the following:

- (1) To close to public use and travel the right-of-way beginning at the south right-of-way line of E. Broad Street, and running south on 12th Street for approximately 139 feet ± where the street name changes to Governor Street, then continuing south on Governor Street to the north right-of-way line of Bank Street, to public use and travel containing 50,377± square feet, as shown enclosed with bold lines and noted on a plan prepared by the Department of Public Works and designated as DPW Dwg. No. O-23817, dated April 17, 2003 entitled "PROPOSED CLOSING OF 12th STREET/GOVERNOR STREET FROM BROAD STREET TO BANK STREET." (Note: This being the same portion of right-of-way that Ordinance No. 2005-231-209 closes upon the satisfaction of certain conditions, which have not been satisfied). Such closure shall not take effect until the conditions listed on the document attached hereto entitled GOVERNOR STREET CLOSURE TERMS AND CONDITIONS and dated February 16, 2016, are satisfied (the "Conditions") and shall be subject to the terms listed thereon (the "Terms"). In relation to the closure, the ordinance(s) should also:

- a. Authorize the Chief Administrative Officer to accept any property interests required to be conveyed to the City by the Conditions.

- b. Authorize the Chief Administrative Officer to execute the Memorandum of Understanding, following execution of such MOU by the Commonwealth as required by the Conditions.
 - c. Authorize the Director of Public Utilities to execute the Utilities Review Agreement, following execution of such Utilities Review Agreement by the Commonwealth as required by the Conditions.
- (2) To authorize the Chief Administrative Officer to convey via quitclaim deed any interest the City may hold in those certain areas described on the document attached hereto entitled CAPITOL SQUARE QUITCLAIM TO COMMONWEALTH, dated February 16, 2016, subject to the limitations stated thereon; such areas being generally shown labeled as Section 2(1), Section 2(2), and Section 2(3) on DPW Drawing No. N-28630, dated April 27, 2015, and entitled "Sketch Showing Various Areas Referenced in Ordinance Concerning Properties of the City of Richmond and the Commonwealth of Virginia."

REASON: Ordinance No. 2005-231-209 was adopted by City Council on October 10, 2005 in response to a previous request to close 12th Street/Governor Street between Bank Street and E. Broad Street but the conditions of the ordinance were never satisfied. After recent discussions between the Commonwealth and the City, it is requested that the closure of 12th Street/Governor Street be conditioned upon new up-to-date Conditions. To satisfy the Conditions, in part, the Commonwealth must convey to the City certain property that will support the City's redevelopment of Main Street Station and the Commonwealth's interest, if any, in certain property in the area east of Capitol Square (over which the City currently exerts control as City rights-of-way). As such, in addition to the closure of 12th/Governor Street, it is requested that the City conveys to the Commonwealth the City's interest, if any, in certain other property east of the Capitol Square area (over which the Commonwealth already exerts control for all intents and purposes) as described in the document attached entitled CAPITOL SQUARE QUITCLAIM TO COMMONWEALTH, dated February 16, 2016.

RECOMMENDATIONS: Recommend adoption of the ordinances necessary to close 12th Street/Governor Street upon the satisfaction of the Conditions and to accomplish those other items listed in the Purpose section of this request.

BACKGROUND: The closure of 12th Street/Governor Street between Bank Street and E. Broad Street was previously approved by Ordinance No. 2005-162-152, adopted July 25, 2005, which was amended by Ordinance No. 2005-231-209, adopted on October 10, 2005 but the conditions of the ordinance, as amended, were never satisfied.

Recent discussions and negotiations between the Commonwealth and the City have led to this proposed ordinance which for closing the 12th Street/Governor Street rights-of-way. In addition, the ordinances will provide clarity of property interests for both Commonwealth and the City in the area located east of Capitol Square. For example:

1. Numerous streets and alleys have been vacated throughout the Capitol Square area over the years but some uncertainty seems to exist as to whether, within certain areas, all City interests have been vacated and whether a clear title now rests with the Commonwealth. The proposed ordinances would allow for the City to quitclaim any interests it may still have in these areas.
2. During the project to relocate N 15th Street between E. Main Street and E. Franklin Street, certain property owned by the Commonwealth of Virginia was needed for right-of-way which would leave a residual parcel between the new street and the Interstate 95 right-of-way. This proposed ordinances require the conveyance of this parcel and right-of-way from the Commonwealth to the City and authorize the CAO to accept such conveyance on behalf of the City.

3. Records are unclear as to whether the City received all conveyances for rights-of-way of N.14th Street (between E. Main Street and E. Broad Street) and also Bank Street/E. Franklin Street (between N.13th St/Governor Street and existing 15th Street) during their relocations. In an attempt to establish a clearer title to these rights-of way, the proposed ordinances require for the Commonwealth to convey to the City any interests it may have in these properties and authorize the CAO to accept such conveyance on behalf of the City.

FISCAL IMPACT/COST: None anticipated.

FISCAL IMPLICATIONS: None anticipated.

BUDGET AMENDMENT NECESSARY: No amendment necessary at this time.

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: March 14, 2016

CITY COUNCIL PUBLIC HEARING DATE: April 11, 2016

REQUESTED AGENDA: Consent Agenda.

RECOMMENDED COUNCIL COMMITTEE: Planning Commission

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:

AFFECTED AGENCIES: Public Works; Law Department; Planning and Development Review; Public Utilities; Economic and Community Development; Assessor; Budget and Strategic Planning; Fire Department; Police Department, Mayor's Office, CAO's Office, Finance, City Attorney

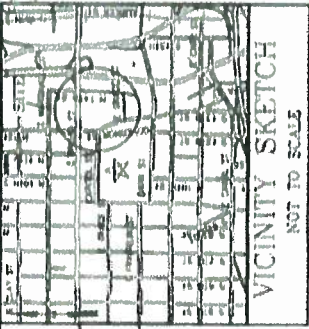
RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance Nos. 2005-231-209; 2005-162-152

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS: Governor Street Closure Terms and Conditions; Capitol Square Quit-Claim to Commonwealth; DPW Drawing. Numbers N-28630, O-23817, O-23955 (Sheet 1 of 1) and P-16036; Memorandum of Understanding; Utilities Review Agreement

STAFF:

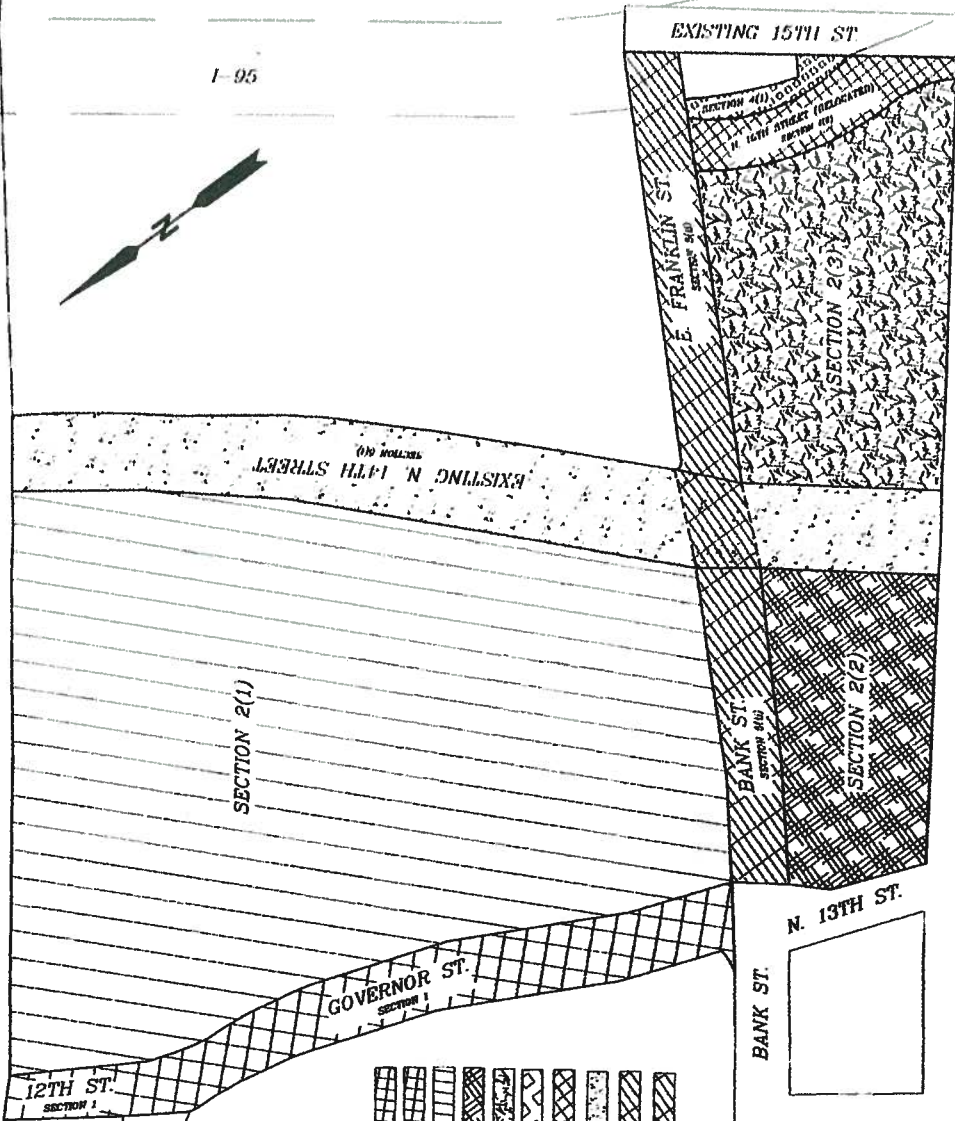
Prepared for Emmanuel Adediran
Prepared by Marvin Anderson
Research and Drawing Coordinated
Department of Public Works
646-0435



1-95



E. BROAD ST.



CAPITOL SQUARE



- 12th ST. SECTION 1
- GOVERNOR ST. SECTION 1
- SECTION 2(1)
- SECTION 2(2)
- SECTION 2(3)
- SECTION 4(1)
- N. 15th ST. (RELOCATED) SECTION 4(4)
- N. 14th ST. SECTION 4(3)
- BANK ST. SECTION 4(2)
- E. FRANKLIN ST. SECTION 4(1)

E. MAIN STREET

NOTES

1. Ordinance
2. Adopted
3. Accepted

REFERENCES: BL 68NF/045E

Drafting Technician
 Surveys Superintendent
 Right of Way Manager

Surveys Division, Room 600 City Hall
 800 E. Broad Street, Richmond, Va. 23219
 DEPARTMENT OF PUBLIC WORKS
 RICHMOND, VIRGINIA



DRAWN BY: J.P.
 CHECKED BY: M.A.

FIELD NOTE SCALE
 1"=100'

DATE
 4/27/2015

PROJECT

SKETCH SHOWING VARIOUS AREAS REFERENCED IN ORDINANCE CONCERNING PROPERTIES OF THE CITY OF RICHMOND AND THE COMMONWEALTH OF VIRGINIA

DELIVERABLE NO.
 N-28630

GOVERNOR STREET CLOSURE TERMS AND CONDITIONS

February 16, 2016

CONDITIONS

The closure of 12th Street/Governor Street described on that O&R Request dated February 16, 2016, shall not take effect until the following Conditions are satisfied. Such conditions must be satisfied within 30 days of the adoption of the ordinance authorizing the closure.

1. The Commonwealth executes the attached Memorandum of Understanding
2. The Commonwealth executes the attached agreement entitled "Utilities Review Agreement."
3. The Commonwealth vacates, terminates, and extinguishes, in writing, any real property interest it holds in that parcel identified as Parcel 2 under the ownership of the Commonwealth's Department of Transportation on that certain drawing titled "Acquisition Plat for 15th Street Right of Way Relocation," prepared by NXL Engineers, Surveyors Construction Managers, dated January 13, 2005, and designated as Drawing No. 0-23955 (Sheet 1 of 1), a copy of which is attached hereto.
4. The Commonwealth deeds to the City the Commonwealth's interest in the following real property, which is generally shown labeled as Section 4(1), Section 4(2), Section 5(i), and Section 5(ii) on DPW Drawing No. N-28630, dated April 27, 2015, and entitled "Sketch Showing Various Areas Referenced in Ordinance Concerning Properties of the City of Richmond and the Commonwealth of Virginia" and more particularly described as follows:
 - Those two (2) certain areas of real estate generally shown on DPW Drawing No. N-28630 labeled as Section 4(1) and Section 4(2) and more particularly shown on that certain drawing titled "Acquisition Plat for 15th Street Right of Way Relocation," prepared by NXL Engineers, Surveyors Construction Managers, dated January 13, 2005, and designated as Drawing No. 0-23955 (Sheet 1 of 1), a copy of which is attached hereto, and further described as: (1) That area shown on the aforementioned plat and generally located between the area labeled as "PROPOSED 15TH STREET RELOCATION" and the area labeled as Parcel 2, which area is to be designated as a City-owned parcel and is described as: **Beginning** at a point on the west right-of-way line of Existing 15th Street at its intersection with the proposed east right-of-way line of N. 15th Street (relocated), which point is located N 38° 21' 01" W, a distance of one hundred twenty-two and forty-two hundredths feet (122.42') from the point of intersection formed by the west right-of-way line of Existing 15th Street and the north right-of-way line of E. Main Street; thence leaving the west right-of-way line of Existing 15th Street and along the proposed east right-of-way line of N.

15th Street (relocated), N 02° 52' 35" W a distance of one hundred twenty-five and twenty hundredths feet (125.20') to a point of curvature; thence continuing along the proposed east right-of-way line of N. 15th Street (relocated), along a curve to the right having a radius of two hundred ninety-two and fifty hundredths feet (292.50'), an arc length of eighty-five and seventeen hundredths feet (85.17') and chord bearing of N 05° 27' 55" E to a point of compound curvature; thence continuing along the proposed east right-of-way line of N. 15th Street (relocated) along a curve to the right having a radius of fifteen and zero hundredths feet (15.00'), an arc length of twenty-two and twelve hundredths feet (22.12') and a chord bearing of N 56° 02' 28" E to an intersection point with the south right-of-way line of E. Franklin Street; thence leaving the proposed east right-of-way line of N. 15th Street (relocated) and along the south right-of-way line of E. Franklin Street, S 62° 15' 37" E, a distance of twenty and ninety-two hundredths feet (20.92') to an intersection point with western line of Parcel No.2 as shown on the attached Drawing No. 0-23955 (Sheet 1 of 1), n/f Commonwealth of Virginia, Department of Transportation; thence leaving the south right-of-way line of E. Franklin Street and along the western line of said Parcel No. 2 on a curve to the left having a radius of one thousand four hundred ninety-two and forty hundredths feet (1492.40'), an arc length of one hundred seventy-four and eighty-one hundredths feet (174.81') and a chord bearing of S 10° 30' 19" W to a point; thence along the southerly line of said Parcel No. 2, S 55° 13' 00" E, a distance of twenty and twenty-nine hundredths feet (20.29') to an intersection point with the western right-of-way line of Existing 15th Street; thence leaving the southerly line of said Parcel No. 2 and along the west right-of-way line of Existing 15th Street, S 38°13' 00" W a distance of sixteen and fifty-one hundredths feet (16.51') to a point; thence continuing along the west right-of-way line of Existing 15th Street, S 38°21' 01" W, a distance of eighteen and seventy-eight hundredths feet (18.78') to the **Point of Beginning**. (2) That area labeled on the aforementioned plat as "PROPOSED 15TH STREET RELOCATION" and is to be designated as public right-of-way and is described as: **Beginning** at the point of intersection formed by the west right-of-way line of N. 15th Street (existing) and the north right-of-way line of E. Main Street; thence along the north right-of-way line of E. Main Street, N 51° 51' 56" W, a distance of twelve and eighty-seven hundredths feet (12.87'); thence leaving the north right-of-way line of E. Main Street and along the proposed west right-of-way line of N. 15th Street (relocated), along a curve to the left having a radius of fifteen and zero hundredths feet (15.00'), an arc length of fourteen and eighty-four hundredths feet (14.84') and a chord bearing of N 49° 11' 40" E to a point of compound curvature; thence continuing along the proposed west right-of-way line of N. 15th Street (relocated), along a curve to the left having a radius of one hundred sixty-seven and fifty hundredths feet (167.50'), an arc length of sixty nine and thirty five hundredths feet (69.35') and a chord bearing of N 08° 59' 04" E to a point of tangency; thence continuing along the proposed west right-of-way line of N. 15th Street (relocated), N 02° 52' 35" W a distance of one hundred thirty-two and sixty nine hundredths feet (132.69') to a point of

curvature; thence continuing along the proposed west right-of-way line of N. 15th Street (relocated), along a curve to the right having a radius of four hundred twelve and zero hundredths feet (412.00'), an arc length of one hundred twelve and fifty-one hundredths feet (112.51') and a chord bearing of N 03° 16' 33" E to a point of compound curvature; thence continuing along the proposed west right-of-way line of N. 15th Street (relocated), along a curve to the right having a radius of three hundred sixty-three and zero hundredths feet (363.00'), an arc length of sixteen and twenty-six hundredths feet (16.26') and a chord bearing of N 12° 22' 54" E to a point of reverse curvature; thence continuing along the proposed west right-of-way line of N. 15th Street (relocated), along a curve to the left having a radius of fifteen and zero hundredths feet (15.00'), an arc length of twenty and seventeen hundredths feet (20.17') and a chord bearing of N 23° 44' 26" W to an intersection point with the south right-of-way line of E. Franklin Street; thence along the south right-of-way line of E. Franklin Street , S 62° 15' 37" E, a distance of ninety-eight and seventy-one hundredths feet (98.71') to an intersection point with the proposed east right-of-way line of N. 15th Street (relocated); thence leaving the south right-of-way line of E. Franklin Street and along the proposed east right-of-way line of N. 15th Street (relocated), along a curve to the left having a radius of fifteen and zero hundredths feet (15.00'), an arc length of twenty-two and twelve hundredths feet (22.12') and a chord bearing of S 56° 03' 28" W to a point of compound curvature; thence continuing along the proposed east right-of-way line of N. 15th Street (relocated), along a curve to the left having a radius of two hundred ninety-two and fifty hundredths feet (292.50'), an arc length of eighty-five and seventeen hundredths feet (85.17') and a chord bearing of S 05° 27' 55" W to a point of tangency; thence continuing along the proposed east right-of-way line of N. 15th Street (relocated), S 02° 52' 35" E a distance of one hundred twenty-five and twenty hundredths feet (125.20') to an intersection point with the west right-of-way line of Existing 15th Street; thence leaving the proposed east right-of-way line of N. 15th Street (relocated) and along the west right-of-way line of Existing 15th Street S 38° 21' 01" W, a distance of one hundred twenty-two forty-two hundredths feet (122.42') to the **Point of Beginning**.

- The areas generally shown labeled as "Existing N. 14th Street Section 5(i)", "Bank St. Section 5(ii)" and "E. Franklin St. Section 5(ii)" on DPW Drawing No. N-28630 and more particularly shown on that certain drawing attached hereto and entitled "Street Layout (Capitol Area)", prepared by the Department of Public Works, Richmond, Virginia, dated 11-25-64, and designated as DPW Drawing No. P-16036, as (i) (N. 14th Street) the land between the dashed lines of a one hundred foot (100') wide strip of land which runs northward from the north right-of-way line of E. Main Street until it intersects the limits of old Ballard Street, there it becomes defined as the land between the dashed line on the western side and the original eastern right-of-way line of old Ballard Street, and then continues until it reaches the south right-of-way line of E. Broad Street and (ii) (Bank Street & E. Franklin Street) the land between the dashed lines of a sixty-six foot (66')

wide strip of land which runs eastward from the east right-of-way line of Governor/13th Streets until the north line intersects with the original north line of Franklin Street and the south line reaches the west line of Existing 15th Street.

TERMS

The closure of 12th Street/Governor Street shall be subject to the following.

- Unless, prior to the execution of any deeds of transfer to the Commonwealth, the Director of Public Utilities waives the following requirement, in writing, the City shall retain, in the entire area closed, easements necessary to maintain City-owned utilities, whether above or below ground.
- Unless prior to the execution of any deeds of transfer to the Commonwealth, the Director of Public Works waives the following requirement, in writing, the City shall retain easements necessary for emergency services access and to maintain the City-owned under-ground telecommunication facilities and conduit within the area closed, and for the City to allow third-parties to utilize such City-owned telecommunication facilities and conduit under the following conditions: (i) utilization by such third-parties will strictly be within the easement area reserved by the City, (ii) no third-party shall install any new telecommunication facilities and conduit that does not serve the City exclusively and, (iii) prior to such utilization, any third party must agree to repair any damage caused by them, to indemnify the Commonwealth and hold the Commonwealth harmless from any damage or injury caused by them, and to consult with the Commonwealth's Department of General Services prior to performing any work within the easement area reserved by the City; provided, however, that the foregoing shall not be construed to require the City to repair any damage arising from a third party's utilization of such telecommunication facilities and conduit nor to indemnify the Commonwealth in any way from a third party's utilization of such telecommunication facilities and conduit. With respect to the City's maintenance of its utilities and telecommunication facilities and conduit, the City shall repair any damage caused by the City, shall cause its contractors to indemnify the Commonwealth and hold the Commonwealth harmless from any damage or injury caused its contractors, and shall consult with the Commonwealth's Department of General Services prior to performing any work within the easement area reserved by the City.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), dated this ____ day of _____, 2016, between the COMMONWEALTH OF VIRGINIA, through its DEPARTMENT OF GENERAL SERVICES (the "DGS"), and the CITY OF RICHMOND, VIRGINIA (the "City"), a municipal corporation and political subdivision of the Commonwealth of Virginia (collectively "the Parties"), recites and provides as follows:

Recitals

WHEREAS, the City adopted Ordinance No. _____ on _____, 2016, providing for the closing of certain City right-of-way (the "Closed Right-of-Way") and the conveyance of certain City property to the Commonwealth (the "Ordinance");

WHEREAS, in consideration of the adoption of the Ordinance, DGS has agreed to execute this MOU addressing certain matters relating to the closing of the Closed Right-of-Way; and

WHEREAS, the City and DGS desire to be bound by the terms herein.

Agreement

NOW, THEREFORE, and in consideration of the mutual promises contained herein, the Parties agree as follows.

1. DGS shall be responsible for the flow or overflow of surface and subsurface water over, under and across the Closed Right-of-Way. To manage such water flow or overflow, the City shall permit DGS to allow for the water to enter the City's stormwater system.

2. If the Director of Public Works determines that closing the Closed Right-of-Way necessitates the City to remove, replace, modify, or add street name signs, DGS shall permit the City to take any such action as may be necessary on property owned by the Commonwealth.

3. The parties contemplate entering into an agreement providing the City and the general public with reasonable access to the Closed Right-of-Way, for occasional to-be-determined future events, and agree to work together in an effort to enter into such an agreement by September 1, 2016. The sufficiency of such agreement shall be in the reasonable discretion of the City's Chief Administrative Officer and the Director of DGS.

4. DGS shall use its best efforts to assist the City in developing and implementing a traffic operations plan for Broad St. westbound between the southbound I-95 off ramp and 12th St. and the City agrees to seek the Commonwealth's input in the development of such plan. The City acknowledges that this section 5 does not obligate the Commonwealth to expend any funds.

5. DGS shall provide assistance to the City in the City's efforts to secure funding from the General Assembly for the City to (1) remove and replace the existing pedestal designed traffic signal at the intersection of Bank Street and Governor Street, (2) furnish and install a mast arm designed traffic signal that includes pedestrian signal heads, and (3) remove and replace the existing skewed mast arm designed traffic signal with a perpendicular mast arm designed traffic signal at the intersection of Broad St. and 12th St.

6. If the City attempts to seek permits or other rights from the Commonwealth's Department of Transportation in that parcel identified as Parcel 2 on that certain drawing titled "Acquisition Plat for 15th Street Right of Way Relocation" prepared by NXL Engineers, Surveyors Construction Managers, dated January 13, 2005, and designated as Drawing No. 0-23955 (Sheet 1 of 1), a copy of which is attached to the Ordinance, for the redevelopment of Main St. Station, the City acknowledges that the use and disposition of such parcel are entirely under the control of the Commonwealth's Department of Transportation, but, if asked by the City, DGS agrees to assist the City in good faith in their efforts to secure such rights or permits to the extent that DGS may be authorized to do so. The City acknowledges that DGS does not have the authority to grant the necessary rights and that DGS solely agrees to assist if such assistance is possible.

7. Within Governor Street, there may be located certain utility facilities that are not possessed by the City ("Third Party Utility Facilities"). DGS agrees to accept the conveyance of Governor Street from the City pursuant to the Ordinance subject to the presence of such existing Third Party Utility Facilities. DGS agrees not to interfere with the location, maintenance and repair of such existing Third Party Utility Facilities, but such agreement shall not limit DGS's authority to enter into easements or other agreements with the owners of such Third Party Utility Facilities that will govern the

removal, relocation or abandonment thereof or the construction, reconstruction, maintenance and repair thereof.

SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, DGS and the City have caused this instrument to be executed on its behalf by officials duly authorized therefor.

**COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF GENERAL SERVICES**

By: _____

Title: _____

Commonwealth of Virginia

County/City of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, in his capacity as _____ of the Commonwealth of Virginia, Department of General Services, on behalf of the department.

My commission expires _____

Notary Registration# _____

Notary Public

OFFICE OF ATTORNEY GENERAL

Approved as to form:

Senior Assistant Attorney General

City of Richmond, Virginia

By: _____

Title: _____

Commonwealth of Virginia

County/City of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, in his/her capacity as _____ of the City of Richmond _____, on behalf of the City.

My commission expires _____

Notary Registration# _____

Notary Public

Approved as to form:

Assistant City Attorney

UTILITIES REVIEW AGREEMENT

This Utilities Review Agreement is entered into this _____ day of _____, 2016, by and between the Commonwealth of Virginia, Department of General Services (the "Commonwealth") and the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City").

WITNESSETH:

WHEREAS, the City intends to close to public use and travel and to abandon 12th Street and that portion of Governor Street extending between the south right-of-way line of East Broad Street and the north right-of-way line of Bank Street (together, "Governor Street"), upon the Commonwealth's satisfaction of certain conditions, and;

WHEREAS, one of such conditions calls for the Commonwealth and the City to enter into an agreement to undertake a cooperative review of the various utility facilities, service lines and appurtenances, either owned or operated by the Richmond Department of Public Utilities or owned by the Commonwealth, located over, under, upon and through Governor Street and certain surrounding property of the Commonwealth, to determine how services are provided to the buildings and properties of the Commonwealth, which City lines serve only Commonwealth properties and which serve areas beyond the boundaries of the Commonwealth's properties, and how the Parties might be able to better the service to the properties served by these various facilities, and;

WHEREAS, the Parties recognize that they cannot evaluate these issues without the additional information that this Review is designed to provide;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1.0 **Definitions.** Words, terms and phrases used in this Agreement shall have the meanings ascribed to them by the sections below, unless the context clearly indicates that another meaning is intended.
- 1.1 **Agreement.** "Agreement" means this Utilities Review Agreement.
- 1.2 **Parties (Party).** "Parties" means the parties to this Agreement, namely the Commonwealth and the City. "Party" means one of the two Parties.
- 1.3 **Recommendations.** "Recommendations" means the mutually agreed upon recommendations that the technical staffs develop pertaining to the inventoried Utility Facilities.
- 1.4 **Review.** "Review" means the Commonwealth's and the City's designated technical staffs' mutually undertaken endeavor to identify the Utility Facilities and to develop Recommendations for the Parties' future management or abandonment of the Utility Facilities.

- 1.5 **State Capitol Complex.** "State Capitol Complex" means that area within the City under the ownership of the Commonwealth that is generally bounded by Broad Street to the north, Ninth Street to the west, Bank Street to the south, and Interstate-95 to the east, and as further defined by the drawing entitled "State Capitol Complex, Concept Plan - May 1, 2015," attached hereto as Attachment A and incorporated herein. The Parties may refine the boundaries of the State Capitol Complex area by mutual consent as part of the Review.
- 1.6 **Utility Facilities.** "Utility Facilities" means all public and private utility infrastructure located over, under, upon and through the State Capitol Complex, owned or operated by either the Commonwealth or the Richmond Department of Public Utilities, that currently functions, or formerly functioned, to provide utility services for water, wastewater, stormwater, streetlight or gas to the buildings and properties of the Commonwealth, or to properties of others beyond the boundaries of the State Capitol Complex. Utility Facilities does not include facilities owned and operated by parties other than the Commonwealth or the Richmond Department of Public Utilities.
- 2.0 **Review Schedule.** The Parties shall prepare a schedule for completing the Review elements as set forth herein, including a date that is as soon as practicable for completion of all Review elements. Provided, however, the Parties may modify the Review schedule, including the completion date, by mutual consent.
- 3.0 **Review Elements.** The Parties shall include each of the following elements as part of the Review.
- 3.1 **Inventory.** The Parties shall prepare an inventory of the Utility Facilities, including the ways that those facilities serve the buildings and properties of the Commonwealth, which shall include a compilation thereof on one or more drawings prepared by the City.
- 3.2 **Recommendations.** The Parties shall develop mutually agreed upon Recommendations pertaining to the inventoried Utility Facilities to be presented to the appropriate decision makers for each Party. Recommendations may include, but need not be limited to, recommendations for evaluating the operating conditions, recommendations for repairs, improvements, and modifications; recommendations for transfers of ownership and management responsibilities; and recommendations for abandonments. The Parties shall especially consider current Richmond Department of Public Utilities facilities that serve only Commonwealth uses for possible transfer of ownership, operation, and maintenance responsibilities to the Commonwealth.
- 3.3 **Cost Projections.** The Parties shall assess projected costs, and shall identify possible funding sources, for the implementation of the Recommendations, and provide the list of possible funding sources to the appropriate decision makers.
- 3.4 **Proposed Schedule.** The Review shall include the creation of a proposed schedule for implementation of the Recommendations, subject to approval of the Recommendations

by the appropriate decision makers and the appropriation of sufficient funds to implement any of the Recommendations.

3.5 **Final Memorandum.** The Parties shall prepare a written final memorandum setting forth the Parties' work, findings, and the Recommendations in connection with the Review to be presented to the appropriate decision makers.

4.0 **Party Responsibilities.** In undertaking the Review, the Parties agree to share information and resources, to reasonably divide labor and costs, and to cooperate in developing the Recommendations and final written memorandum.

#####

IN WITNESS WHEREOF, the Commonwealth and the City have caused this Agreement to be executed on its behalf by officials duly authorized therefor.

**COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF GENERAL SERVICES**

By: _____

Title: _____

Commonwealth of Virginia

County/City of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, in his capacity as _____ of the Commonwealth of Virginia, Department of General Services, on behalf of the department.

My commission expires _____

Notary Registration# _____

Notary Public

OFFICE OF ATTORNEY GENERAL

Approved as to form:

Senior Assistant Attorney General

City of Richmond, Virginia

By: _____

Title: _____

Commonwealth of Virginia

County/City of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, in his/her capacity as _____ of the City of Richmond _____, on behalf of the City.

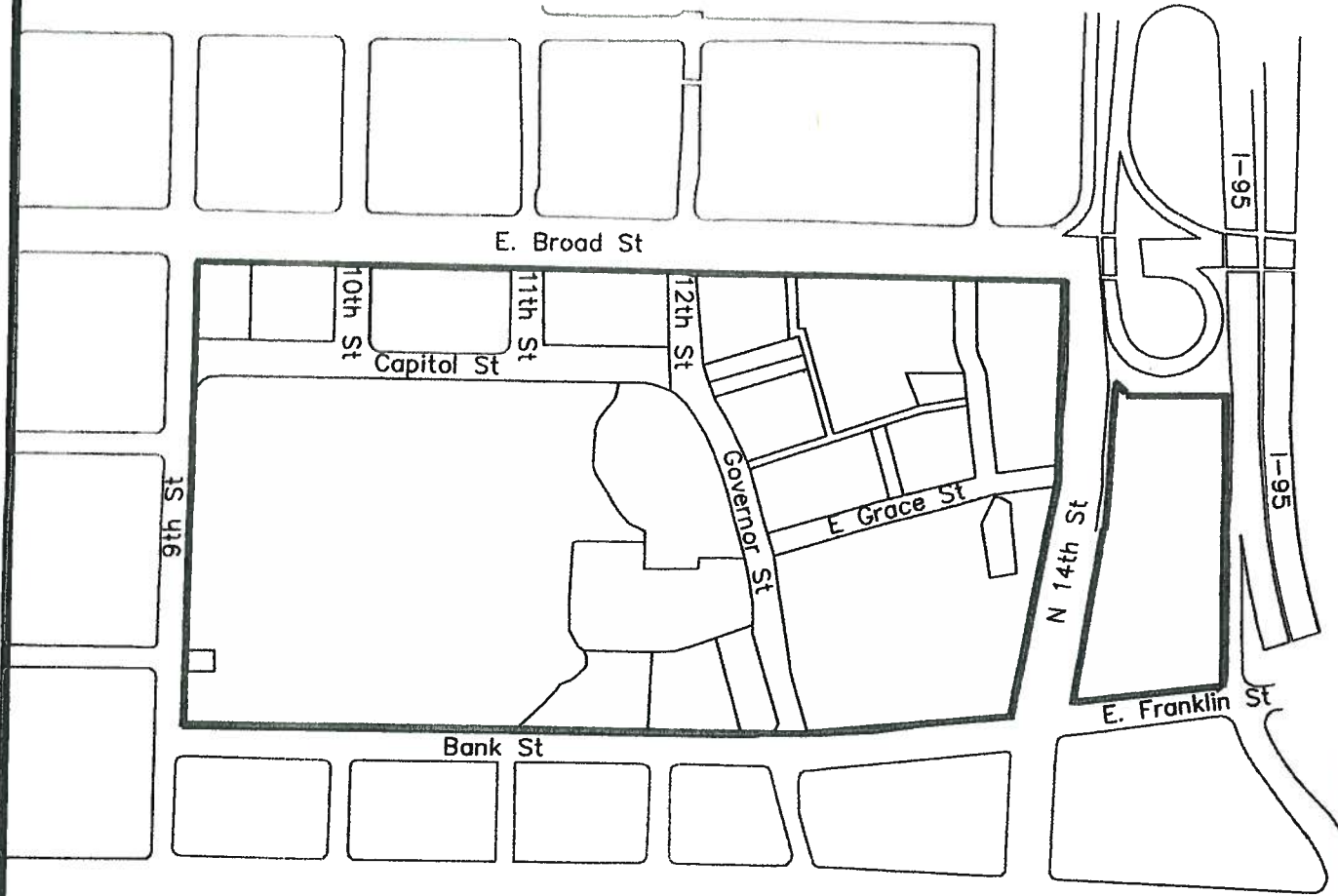
My commission expires _____

Notary Registration# _____

Notary Public

Approved as to form:

Assistant City Attorney



REFERENCES

SECTIONAL MAP NUMBER: _____

OTHER REFERENCES: _____

DRAWN BY: PM _____

CHECKED BY: _____

DATE: 05/01/2015

SCALE: 1"=50'

REVISIONS

x	_____
_____	_____
_____	_____
_____	_____

State Capitol Complex
 Concept Plan – May 1, 2015

DEPARTMENT OF PUBLIC UTILITIES
 CITY OF RICHMOND, VIRGINIA

DPU NO.
 M-1723

