



**CITY COUNCIL AGENDA
July 5, 2011**

6:00 – 7:00 p.m.

Closed session as provided by Section 2.2-3712 of the Virginia Code
(Second Floor Conference Room)

TYPE OF ITEM

SUBJECT

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

**AWARDS/RECOGNITIONS
ANNOUNCEMENTS**

Leonard W. Sandridge; Parks & Recreation Month

MATTERS BY THE PUBLIC

Public comment will be permitted for the first 12 speakers to sign up in advance of the meeting (limit of 3 minutes per speaker) and at the end of the meeting on any item, provided that a public hearing is not planned or has not previously been held on the matter.

COUNCIL RESPONSES TO MATTERS BY THE PUBLIC

1. CONSENT AGENDA*

(Items removed from the consent agenda will be considered at the end of the regular agenda.)

- a. Minutes of June 20
- b. RESOLUTION:
- c. RESOLUTION:
- d. ORDINANCE:
- e. ORDINANCE:

Transit Development Plan for CAT (1st of 1 reading)
Fontaine Fire Station #10 - Grant of Easement to Dominion VA Power (1st of 1 reading)
Temporary Move of Carver Precinct (2nd of 2 readings)
Validity Period of Certificates of Appropriateness (1st of 2 readings)

**2. PUBLIC HEARING/
ORDINANCE***

Exchange of Land – Madison Avenue and River Court (1st of 2 readings)

**3. PUBLIC HEARING/
ORDINANCE***

Spot Blight Abatement – 704 Montrose (1st of 2 readings)

**4. PUBLIC HEARING/
ORDINANCE***

Transfer of Property on Elliott Avenue (1st of 2 readings)

5. REPORT*

Funding Priorities for Nonprofit Agencies – Steering Committee and Staff Recommendations

6. REPORT*

FY 2012 Charlottesville Area Transit Bus Replacement Grants

7. REPORT

Public Works Summer Construction Projects

**OTHER BUSINESS
MATTERS BY THE PUBLIC**

Limit of 3 minutes per speaker.

*ACTION NEEDED

Reasonable accommodations will be provided for persons with disabilities upon request.

RESOLUTION

WHEREAS, Charlottesville Area Transit (CAT) provides public transportation services throughout the Charlottesville urban area; and

WHEREAS, CAT receives funding from a number of sources including the Department of Rail and Public Transportation (DRPT); and

WHEREAS, DRPT requires that a six-year Transit Development Plan be submitted to DRPT in order for CAT to remain eligible to receive financial assistance; and

WHEREAS, Connetics Transportation Group, under contract to DRPT, has completed a draft Transit Development Plan and has presented it to City Council; and

WHEREAS, the Transit Development Plan recommends improvements to public transportation throughout the Charlottesville urban area; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Charlottesville hereby:

1. Submits the draft Transit Development Plan dated May 2011 to DRPT; and
2. Notes that this submittal does not constitute a specific commitment to carry out the recommendations of the Transit Development Plan nor is it a specific commitment to fund or to seek Federal or State funding to carry out the recommendations of the Transit Development Plan; and
3. Further notes that the provision of any required local match for CAT service is contingent on local priorities and the availability of local funding.

BE IT FURTHER RESOLVED that the Transit Manager is authorized to transmit this Resolution submitting the Transit Development Plan to DRPT.

**A RESOLUTION
AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY
AGREEMENT WITH DOMINION VIRGINIA POWER FOR THE
INSTALLATION OF ELECTRICAL LINES AND TRANSFORMERS AT
THE FONTAINE FIRE STATION #10
(2408 FONTAINE AVENUE)**

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that the City Manager is hereby authorized to execute on behalf of the City the attached Right-of-Way agreement with Dominion Virginia Power for the installation of electrical lines and transformers at the Fontaine Fire Station #10, 2408 Fontaine Avenue, in form approved by the City Attorney.



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 5th day of May, 2011, by and between

CITY OF CHARLOTTESVILLE

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the ~~perpetual~~ right, privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend fifteen (15') feet in width across the lands of **GRANTOR**; and

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said non-exclusive easement shall extend thirty (30') feet in width across the lands of **GRANTOR**.

Initials: _____

**This Document Prepared by Virginia Electric and Power Company and should be returned to:
Dominion Virginia Power, 1719 Hydraulic Road Charlottesville VA 22901.**

(Page 1 of 7 Pages)
DVPIIDNo(s). 81-11-0020
Tax Map No. 17A-014-000

Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in City of Charlottesville, Virginia, as more fully described on Plat(s) Numbered 81-11-0020, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: _____

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DVPIDNo(s). 81-11-0020

Right of Way Agreement

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE's** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE's** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE's** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE's** exercise of any of its rights granted hereunder, **GRANTEE** may, ~~in its reasonable discretion~~, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____

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DVPIDNo(s). 81-11-0020



Right of Way Agreement

11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that **GRANTOR** is a corporation duly organized and existing under the laws of the state hereinabove mentioned and that he or she has been duly authorized to execute this easement on behalf of said corporation.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, GRANTOR has caused its corporate name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

Corporate Name: City of Charlottesville

By: _____

Its: _____

State of Virginia

City/County of City of Charlottesville

The foregoing instrument was acknowledged before me this ___ day of _____, _____

by _____, _____
(Name of officer or agent) (Title of officer or agent)

of City of Charlottesville, a Virginia
(Name of corporation) (State of incorporation)

corporation, on behalf of the corporation.

Notary Public (Print Name)

Notary Public (Signature)

Virginia Notary Reg. No. _____ My Commission Expires: _____.



Right of Way Agreement

Exhibit A

THIS RIGHT OF WAY AGREEMENT dated May 10th, 2011, by and between the
City of Charlottesville,

a political subdivision of the Commonwealth of Virginia ("GRANTOR"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Virginia Power ("GRANTEE") is hereby amended as follows:

1. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years, except for any air rights together with easements for columns for support granted hereunder, in which case such air rights together with easements for columns for support shall exist for a term of sixty (60) years. At the end of any such term, this Right of Way Agreement shall automatically terminate unless GRANTOR agrees to renew this Right of Way Agreement for an additional term of years.
2. In the event that this Right of Way Agreement is terminated, or if the removal of GRANTEE's facilities is otherwise desired by GRANTOR, then GRANTOR agrees that it will pay the cost of removing GRANTEE's wires and facilities, and, if appropriate, the cost of replacing GRANTEE's wires and facilities. Upon the termination of this Right of Way Agreement, GRANTOR agrees to provide GRANTEE, if needed by GRANTEE, a suitable substitute easement subject to the same terms provided for herein for GRANTEE's wires and facilities. In the event that this Right of Way Agreement is revoked or terminated, all facilities constructed hereunder shall remain the property of GRANTEE.
3. GRANTOR covenants that in the event that GRANTOR sells or conveys the real property on which GRANTEE's wires and facilities are located by this Right of Way Agreement, GRANTOR will provide GRANTEE with a suitable permanent easement for GRANTEE's wires and facilities and, if necessary, pay the cost of relocating GRANTEE's wires and facilities to such permanent easement.

GRANTOR:

City of Charlottesville

a political subdivision of the Commonwealth of
Virginia

By: _____

Its: _____

Initials: _____



Right of Way Agreement

EXHIBIT A

This Exhibit A shall be attached to and made a part of the RIGHT OF WAY AGREEMENT executed by the undersigned **GRANTOR(s)** on the _____ day of _____, _____. The following terms and conditions are incorporated therein:

GRANTEE agrees to indemnify, protect, defend and hold GRANTOR, its employees and agents, harmless from and against all claims, actions, losses, damages, costs, expenses and liabilities arising out of injury to or death of any person or loss of or damage to any property in or upon the easement or GRANTOR'S contiguous area, including the person or property of GRANTOR, its employees, agents, licensees, or others, to the extent such injury, death, loss or damage is caused by the acts or omissions of GRANTEE, its agents or employees. The foregoing indemnity shall not apply to any claims, actions, losses, damages, costs, expenses and liabilities arising from any act or omission of GRANTOR, its agents, employees, licensees or others.

_____(SEAL)

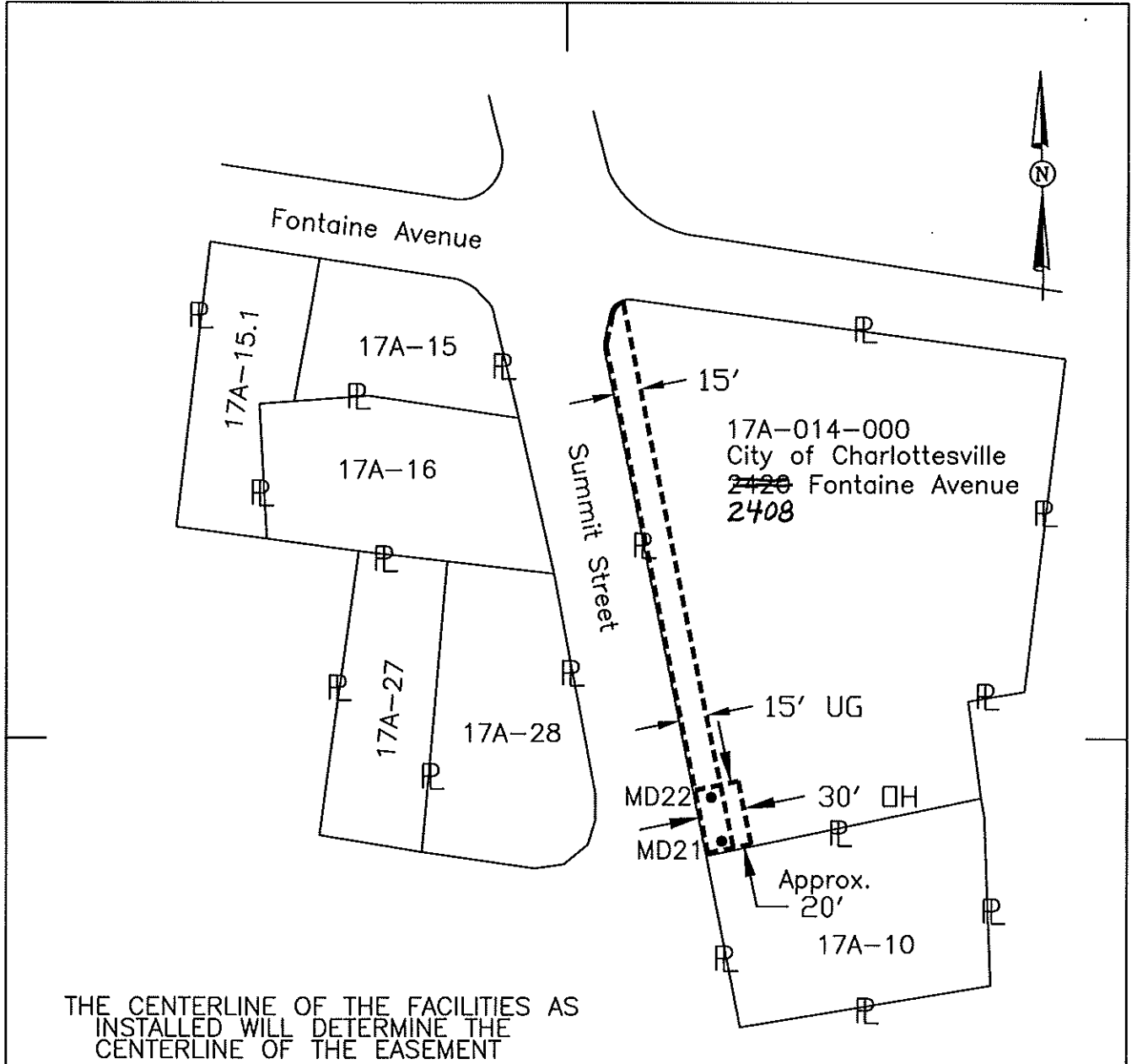
_____(SEAL)

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DNCPIDNo(s).

DVPIDNo(s). 81-11-0020

Form No. 721288A(May 2006)
© Dominion Resources Services, Inc.



THE CENTERLINE OF THE FACILITIES AS
INSTALLED WILL DETERMINE THE
CENTERLINE OF THE EASEMENT

GRANTOR'S INITIALS: _____

Legend

- Location of Boundary Lines of Right-of-Way OF VARIABLE WIDTH
- ==P== Indicates Property Line is Right-of-Way Boundary

Plat to Accompany Right-of-Way Agreement			
VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Virginia Power OH/UG			
District Charlottesville			
District-Township-Borough	County-City	State	
City of Charlottesville		VA	
Office	Plat Number		
Charlottesville	81110020		
Estimate Number	Grid Number		
8107341810	F2325		
Date	By		
5/10/2011	Wg A. B. [Signature]		

**AN ORDINANCE
AMENDING AND REORDAINING SECTION 9-28 OF ARTICLE II
OF CHAPTER 9 OF THE CHARLOTTESVILLE CITY CODE, 1990, AS AMENDED,
RELATING TO THE TEMPORARY RELOCATION OF THE POLLING PLACE
FOR THE CARVER PRECINCT.**

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that Section 9-28 of Article II of Chapter 9 of the Code of the City of Charlottesville, 1990, as amended, is hereby amended and reordained, as follows:

**CHAPTER 9. ELECTIONS
Article II. Election Districts and Voting Places**

Sec. 9-26. Generally.

Each ward of the city shall constitute two (2) election precincts, as defined in this article, except in the third ward, which shall constitute three (3) election precincts. Elections in each district in each ward shall be held at such voting places as may from time to time be designated by the council. The voting places, as now constituted, shall be so continued unless and until changed by the council, but no change shall be made in any voting place within sixty (60) days next preceding any general election.

Sec. 9-17. First ward.

...

Sec. 9-28. Second ward.

(a) Carver precinct. The Carver precinct of the second ward shall embrace all territory in the second ward lying south of the centerline of Rugby Avenue and south of the centerline of that portion of the U.S. Route 250 Bypass which is east of Rugby Avenue and west of McIntire Road. The voting place for this precinct shall be the ~~Carver Recreation Center located at 233 Fourth Street, N.W.~~ Virginia Institute of Autism located at 1414 Westwood Road.

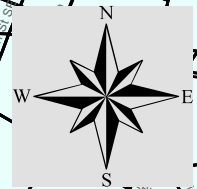
(b) Walker precinct. The Walker precinct of the second ward shall embrace all territory in the second ward lying north of the centerline of Rugby Avenue and north of the centerline of that portion of the U.S. Route 250 Bypass which is east of Rugby Avenue and west of Locust Avenue. The voting place for this precinct shall be the Walker Upper Elementary School.

CARVER RECREATION PRECINCT

Proposed Polling Place

**Va Institute for Autism
Proposed Polling Place
1414 Westwood Road**

**Carver Recreation Center
Existing Polling Place
223 4th Street NW**



0 250 500 1,000 1,500 2,000 Feet