

AN ORDINANCE AMENDING AND REENACTING THE DISTRICT MAP INCORPORATED IN SECTION 31-4 OF THE ZONING ORDINANCE OF THE CITY OF CHARLOTTESVILLE, 1976, BY THE REZONING OF A PARCEL OF LAND LOCATED ON 11TH STREET, N.E. IN THE CITY OF CHARLOTTESVILLE.

BE IT ORDAINED by the Council of the City of Charlottesville that the District Map Incorporated in Section 31-4 of the Zoning Ordinance of the Code of the City of Charlottesville, 1976, be amended and reenacted as follows:

Section 31-4. Zoning District Map.

Changing from R-3 Multiple Residential Dwelling District to B-1 Business District that certain parcel known as 211 11th Street, N. E. and further designated as Parcel 134 on City Real Property Tax Map 54, containing approximately 8,700 square feet.

Adopted by the Council  
January 7, 1980  
Ayes: Mr. Albro, Mr. Brunton, Mr. Gatewood and Mrs. O'Brien. Noes: None. Mr. Buck Abstained

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Clerk

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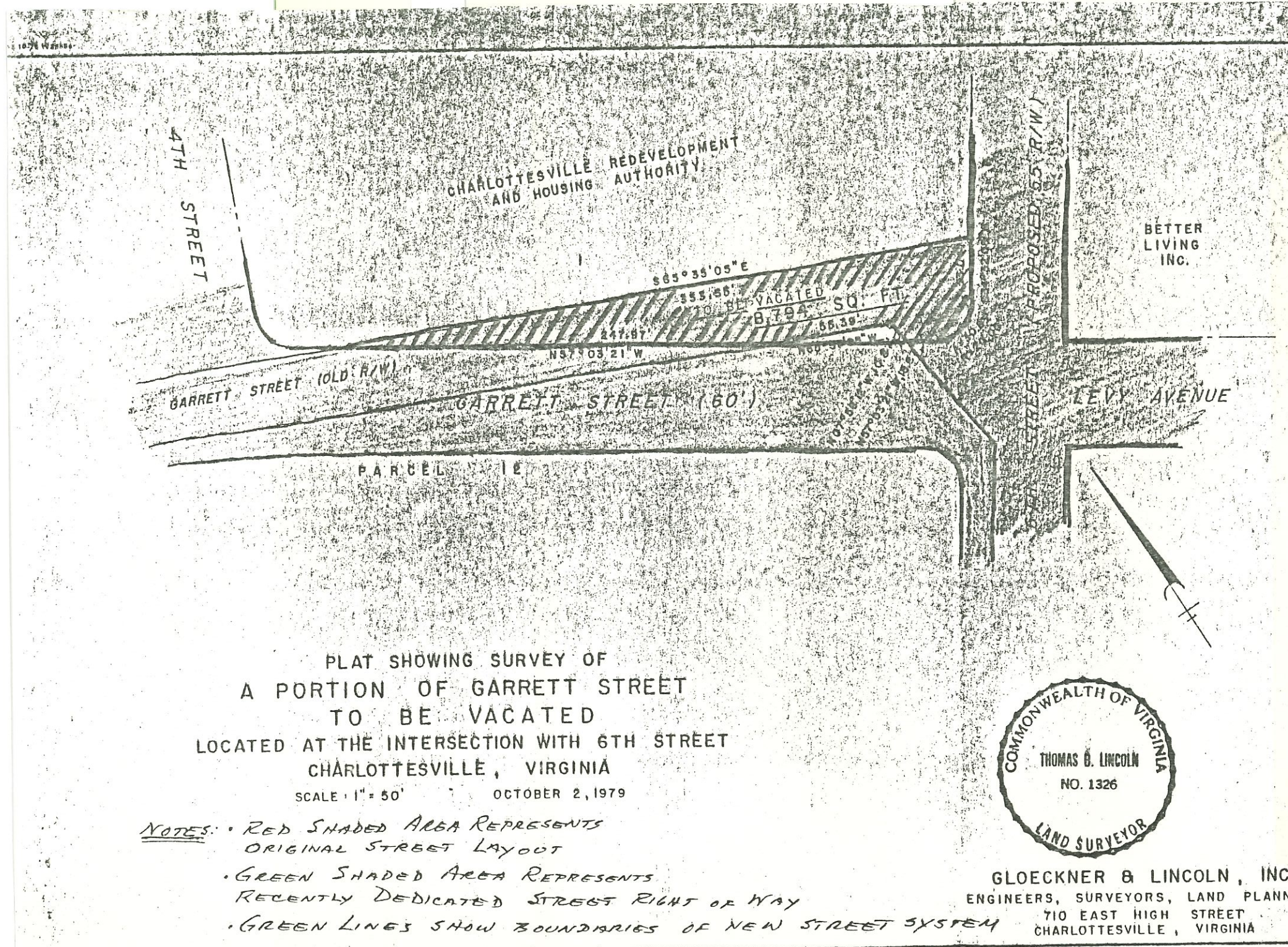
President

AN ORDINANCE CLOSING, VACATING AND DISCONTINUING A PORTION OF EAST GARRETT STREET IN THE CITY OF CHARLOTTESVILLE

WHEREAS, proper notice that the Charlottesville Redevelopment and Housing Authority would make application to the City Council of the City of Charlottesville, to have the hereinafter described street closed, vacated and discontinued was duly posted; and

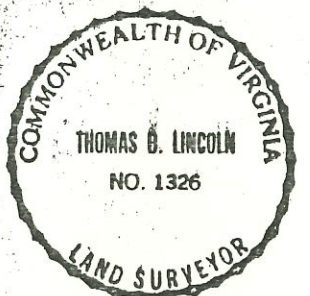
WHEREAS, all owners abutting said street have been duly notified; and

WHEREAS, application was made to the City Council, and pursuant to the statutes in such cases made and provided, the Council appointed viewers who have reported that no inconvenience would result from such closing, vacating and discontinuance;



PLAT SHOWING SURVEY OF  
 A PORTION OF GARRETT STREET  
 TO BE VACATED  
 LOCATED AT THE INTERSECTION WITH 6TH STREET  
 CHARLOTTESVILLE, VIRGINIA  
 SCALE 1" = 50'      OCTOBER 2, 1979

- NOTES:
- RED SHADED AREA REPRESENTS ORIGINAL STREET LAYOUT
  - GREEN SHADED AREA REPRESENTS RECENTLY DEDICATED STREET RIGHT OF WAY
  - GREEN LINES SHOW BOUNDARIES OF NEW STREET SYSTEM



GLOECKNER & LINCOLN, INC.  
 ENGINEERS, SURVEYORS, LAND PLANNER  
 710 EAST HIGH STREET  
 CHARLOTTESVILLE, VIRGINIA

10595 VAG

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that the street located in said City, described as follows, is hereby closed, vacated, and discontinued as a public thoroughfare and right-of-way of the City, said street not being needed for public use and travel:

That portion of East Garrett Street containing approximately 8,794 square feet located at the northwest corner of the realigned intersection of said Garrett Street and 6th Street, S. E. as shown on the attached plat. Said area to be vacated borders Parcel 235, Tax Map 28.

AN ORDINANCE TO AMEND AND REORDAIN SECTION  
8-2, AS AMENDED, OF THE CODE OF THE CITY  
CITY OF CHARLOTTESVILLE, 1976, TO CHANGE  
THE NAME AND VOTING PLACE OF THE LANE  
PRECINCT

Be it ordained by the Council of the City of Charlottesville, Virginia that Section 8-2, as amended, of the Code of the City of Charlottesville, 1976, is amended and reordained as follows:

Section 8-2. Election districts - Generally.

Each ward of the city shall constitute two election districts or precincts, as defined in this section. Elections in each district in each ward shall be held at such voting place 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 days next preceding any general election:

(a) First ward:

(1) Clark School precinct. The Clark School precinct of the first ward shall embrace all territory in the first ward by lying south of the center line of the Chesapeake & Ohio Railway Company right-of-way. The voting place for this precinct shall be the Clark Elementary School.

(2) Recreation center precinct. The recreation center precinct of the first ward shall embrace all territory in the first ward lying north of the center line of the Chesapeake & Ohio Railway Company right-of-way. The voting place for this precinct shall be the former National Guard Armory now city recreation center on East Market Street.

(b) Second ward:

(1) Lane Rose Hill precinct. The Lane Rose Hill precinct of the second ward shall embrace all territory in the second ward lying south of the center line of Rugby Avenue. The voting place for this precinct shall be the building formerly occupied by Lane High public health department building at 1138 Rose Hill Drive.

(2) Walker School precinct. The Walker School precinct of the second ward shall embrace all territory in the second ward lying north of the center line of Rugby Avenue. The voting place for this precinct shall be the Walker Junior High School.

## (c) Third ward.

(1) Central fire station precinct. The central fire station precinct of the third ward shall embrace all the territory in the third ward lying east of the line running along the center line of 9th Street, S. W.; thence south along the center line of 7 1/2 Street, S. W.; thence south along the center line of Prospect Avenue to Bailey Road; thence along the center line of Bailey Road east to the center line of 5th Street, S. W.; thence along the center line of 5th Street, S. W. to the city limits. The voting place for this precinct shall be the fire station at 203 Ridge Street.

(2) Johnson precinct. The Johnson precinct of the third ward shall embrace all territory in the third ward lying west of the line set forth in paragraph (1) above. The voting place for this precinct shall be the Jefferson Park Baptist Church located at 2505 Jefferson Park Avenue.

## (d) Fourth ward.

(1) Venable School precinct. The Venable School precinct of the fourth ward shall embrace all territory in the fourth ward lying north of a line beginning at Main Street and 10th Street, N. W.; and thence along the center line of Main Street to its intersection with Ivy Road; thence along the center line of Ivy Road to the city limits. The voting place for this precinct shall be Venable Elementary School.

(2) University precinct. The University precinct of the fourth ward shall embrace all territory in the fourth ward lying south of the line set forth in paragraph (1) above. The voting place for this precinct shall be Alumni Hall located on Emmet Street.

Adopted by the Council

January 7, 1980

Ayes: Mr. Albro, Mr. Brunton, Mr.

Buck, Mr. Gatewood and Mrs. O'Brien.

Noes: None.

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Clerk

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President

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF CHARLOTTESVILLE, 1976, AS AMENDED, BY REPEALING CHAPTER 26 THEREOF AND ENACTING IN ITS STEAD A NEW CHAPTER NUMBERED 26.1, CONTAINING SECTIONS 26.1-1 THROUGH 26.1-34; THE REPEALED AND NEWLY ORDAINED CHAPTERS PROVIDING COMPREHENSIVE STANDARDS, REGULATIONS AND PROCEDURES FOR THE SUBDIVISION OF LAND.

BE IT ORDAINED by the Council of the City of Charlottesville:

1. That Chapter 26 of the Code of the City of Charlottesville, 1976, as amended is hereby repealed.
2. That the Code of the City of Charlottesville, 1976, as amended, be amended by adding a new Chapter 26.1, containing Sections 26.1-1 through 26.1-34 as follows:

CHAPTER 26.1  
SUBDIVISION OF LAND

Division 1. General.

Section 26.1-1. Title.

This chapter shall be known, and may be referred to and cited as "The Subdivision Ordinance of the City of Charlottesville, Virginia".

Section 26.1-2. Purposes.

This chapter is adopted for the general purpose of promoting the health, safety, and general welfare of the public. To these ends, this chapter is designed to:

- (a) Assist in the orderly development of land by establishing reasonable standards of design and procedures for subdividing and resubdividing land, and by insuring the proper legal description and marking of subdivided land;
- (b) Provide for the coordination of existing streets and public utilities with new facilities in areas to be subdivided;
- (c) Insure that proper provisions will be made for drainage and flood control, water supply, sewerage, and other necessary improvements, and insure that buildings are constructed with adequate light and air;
- (d) Provide for the efficient and orderly extension of community services at a minimum cost and at a maximum level of service;
- (e) Insure that development of land is carried out in conformity with the city comprehensive plan;
- (f) Insure the equitable handling of all subdivision applications by providing uniform procedures and standards for the subdivision of land;
- (g) Prevent the pollution of air and streams, and to encourage the wise use and management of natural resources throughout the city in order to preserve the integrity, stability, and beauty of the city in general and residential neighborhoods in particular.

Section 26.1-3. Definitions.

For the purposes of this chapter, the following words shall have the meanings respectively ascribed to them by this section:

Alley. A thoroughfare, whether dedicated to public use or privately owned, which affords only a secondary means of access to abutting property.

Applicant. The owner of land proposed to be subdivided, or his representative. Consent shall be required from all legal owners of any property to be subdivided.

Block. A tract of land bounded by streets, or by a combination of streets and railroad rights-of-way, the corporation limites of the city or shorelines of watercourses.

Bond. Any form of security including a cash escrow, surety bond, certified check or letter of credit in an amount and form satisfactory to the city attorney. All bonds shall be approved by the city attorney wherever a bond is required by these regulations.

Building. A structure enclosed within exterior walls and a roof, built, erected and framed of component structural parts, designed for the housing, shelter, enclosure and support of individuals, animals, or property of any kind.

Easement. A grant by a property owner of the use of his land by another for a specified purpose.

Frontage. That side of a lot abutting on a street right-of-way which serves as the primary access to the lot.

Grade. The slope of a road, street or other public way, expressed as a percentage.

Lot. A parcel of land, occupied or intended for occupancy, appearing on an officially approved and recorded subdivision plat, and having its principal frontage on a street or place (1) accepted by the city for maintenance or (2) which a subdivider or developer has been contractually obligated to install as a condition of subdivision approval and for which an adequate financial guaranty has been furnished to the city.

Lot, corner. A lot abutting upon two or more street rights-of-way at their intersection.

Lot, double frontage. A lot having frontage on two nonintersecting street rights-of-way, as distinguished from a corner lot.

Plat. A map or drawing upon which the plan of a subdivision is presented for approval and in final form for recording.

Resubdivision. A change in a plat of an approved or recorded subdivision plat which affects any street layout, area reserved for public use, or lot line on such plat.

Right-of-way. A strip of land occupied or reserved for occupancy by a street, walkway, railroad, electric transmission line, utility lines, sanitary or storm drainage line or other public facility.

Setback. The required distance between a structure and the property line.

Street, arterial. A road intended to move through traffic to and from major attractors such as the central business districts, regional shopping centers, colleges, major places of employment and public facilities. Arterial streets also serve as primary connectors between regional governmental units, and are designated as such on the road classification plan adopted by city council.

Street, collector. A road designed to collect traffic from local roads and carry it to arterial streets. A collector street serves a neighborhood or large subdivision and is designated as such on the road classification map adopted by city council.

Street, cul-de-sac. A local street with only one outlet and an appropriate terminal for the safe and convenient reversal of traffic movement.

Street, local. A road designed to provide access from individual properties to collector streets or to other local streets.

Subdivision. The division, including resubdivision, or any lot, tract, or parcel of land into two or more lots, tracts or parcels, for the purpose, whether immediate or future, of sale or building development. A division of land into lots of three acres or more which does not create a new street or access easement shall be exempt from these regulations.

Subdivision, major. Any subdivision which involves more than ten lots, or the creation of new streets, extension of public utilities or facilities.

Subdivision, minor. Any subdivision containing ten or fewer lots, all of which front on an existing dedicated and accepted city street, and which does not require the extension of public utilities.

Section 26.1-3.1. Applicability of chapter.

This chapter shall constitute the comprehensive regulations governing all subdivisions of land within the corporate limits occurring on or after the effective date of this ordinance. No subdivision plat shall hereafter be approved which does not conform to the provisions of this chapter, provided that nothing in this chapter shall be deemed to nullify any subdivision plat validly approved and recorded under prior subdivision ordinances or regulations, or validly approved under the subdivision regulations in effect immediately before the adoption of this ordinance and recorded after the adoption of this ordinance but before the expiration date of such approval.

Section 26.1-3.2. Designation of agents.

The city planning commission and the director of planning and public works of the city are hereby designated to act as agents of city council, in the respective capacities assigned to them by this chapter, in administering the provisions of the chapter and approving subdivision plats pursuant to it.

Division 2. Design Standards and Improvements.

Section 26.1-4. General requirements.

Materials and methods of construction of all improvements required in subdivisions shall be in accordance with specifications prescribed by the director of public works. In the absence of city specifications, the standard specifications of the Virginia Department of Highways and Transportation shall prevail.

Section 26.1-5. Streets.

(a) Street Alignment.

(1) Provision shall be made, when necessary, for the continuation of principal existing or platted streets into adjoining areas.

(2) Local streets shall be laid out to conform as much as possible to the topography, to encourage energy conservation, to discourage use by through traffic, to permit efficient drainage and utility systems, and to require the minimum number of streets necessary to provide for safe, convenient access to property.

(3) Intersections shall be laid out so as to intersect as nearly as possible at right angles. A seventy-five degree angle shall be the least acceptable angle between two intersecting streets.

(4) No more than two streets shall intersect at one point unless specifically approved by the planning commission.

(5) Streets which do not align with existing streets shall have an offset of not less than 150 feet between center lines.



(6) The minimum curb radius at the intersection of two local streets shall be twenty feet. The minimum curb radius at an intersection involving a collector street shall be twenty-five feet.

(b) Street Design.

(1) The following chart indicates the minimum acceptable widths of right-of-way, paved surface and adjacent easements for newly constructed streets of various categories:

<u>Street Type</u>	<u>Dedicated Right-of-Way</u>	<u>Paved Surface</u>	<u>Adjacent Easements</u>
Local Street	50'	30'	None
Cul-de-Sac	90'(diameter)	80'	5'
Collector Street	55'	40'	10'
Arterial (Undivided)	73'	48'	None
Arterial (Divided)	95'	2-25' lanes	None

(i) The term dedicated right-of-way refers to that area which must be dedicated in fee simple for public use. Within such dedicated right-of-way shall be located the paved street surface and adjacent curbs and (where required) sidewalks.

(ii) The term paved surface does not include the curbs or sidewalks.

(iii) The term adjacent easement refers to an area five feet in width on either side of the dedicated right-of-way which shall not be deemed to be conveyed to the city in fee simple, but over which the city shall be deemed to have a perpetual easement for public purposes, including but not limited to location of utility lines, poles, and meters, planting or shade trees, installation of traffic signs or signals, bus stops or benches, and clearing and cutting to preserve visibility at driveways and intersections. The areas subject to such easements shall be graded by the developer in the same manner as the dedicated right-of-way, and such easements shall be shown on preliminary and final plats. The reservation of such easements shall not be deemed to deny the property owner rights of ingress and egress which would otherwise accrue to him, nor to deny the developer or owner the right to include the area subject to the easement in calculating lot sizes to fulfill minimum area requirements in the city zoning ordinance.

(2) On arterial streets no adjacent easements are required; instead additional right-of-way is to be dedicated in fee simple to permit future widening of the paved surface. In the case of a new subdivision bounded on only one side by an existing arterial street, the planning commission may only require the dedication of one-half of the amount of additional right-of-way required to increase the total right-of-way to that shown in the chart in subsection (1) above.

(3) Concrete curbs of city standard design shall be installed at the limits of the paved surface on both sides of new streets, and concrete sidewalk at least 4 feet wide exclusive of curbing and constructed to city standards shall be provided on both sides of every new street unless the planning commission waives sidewalk on one side. The commission shall base its decision on such waivers upon the criteria for establishing sidewalk construction priorities set forth in the Comprehensive Plan of the City. In all instances the dedicated right-of-way shall be sufficient to permit installation of sidewalk on both sides of the street.

(4) Cul-de-sac streets shall end in a turn-around having a paved diameter of not less than eighty feet and a dedicated right-of-way ninety feet in diameter. Sidewalk and curb built to city standards shall be installed around the open circumference of the cul-de-sac. An adjacent easement as described in subsection (1)(iii) above shall be provided around the limits of the dedicated right-of-way. No cul-de-sac street shall exceed seven hundred feet in length, excluding the turn-around.

(5) Streets that terminate temporarily and thereby take on the character of a dead-end street shall be provided with a temporary turn-around having a diameter of not less than eighty feet, or a "T" type turn-around approved by the director of public works.

(6) Alleys of not less than twenty-two feet in width shall be provided in the rear of all business and industrial district lots. No dead end alleys shall be permitted. The planning commission may waive this requirement if, in its opinion, other provisions will satisfactorily meet the access needs of the subdivision.

(7) Reserve strips restricting access to streets or alleys shall not be permitted.

(c) Street Grades.

(1) The maximum allowed street grade without special approval shall be ten percent. However, grades in excess of eight percent should be avoided.

(2) The planning commission may allow grades in excess of ten percent where it determines that such a street grade will permit better lot arrangements with less adverse environmental impact.

(d) Street Names.

(1) Where a street is planned as a continuation of an existing street, such street will bear the same name.

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(2) New street names shall be sufficiently different from existing street names in the city or Albemarle County to avoid confusion.

(3) The applicant shall bear the cost of erecting one street name sign per street at new intersections, and shall deposit with the city treasurer at the time of final subdivision approval, fifty dollars for each such street name sign to be erected. The division of traffic engineering shall install such signs in accordance with city standards, billing the applicant for any additional costs incurred for materials or labor, or refunding any excess payment as the case may required.

(e) Minimum Street Improvements Required.

(1) Any newly constructed street in a subdivision shall be surfaced to the width specified in subsection (b)(1) of this section, measured from the face of the curb line. Such surfacing shall consist of crushed stone and screenings having a thickness of at least six inches after proper compaction and prime and seal coat. Where topography, soils or anticipated traffic conditions make it necessary, the director of public works may require a deeper base. The city will install the final asphalt surface after the street has been accepted into the city system.

(2) The applicant for a subdivision fronting on an existing street shall make the following improvements:

(i) If such subdivision fronts on a street with a requirement for additional front yard setbacks as prescribed by Article 25 of Chapter 31 of this Code, the applicant shall dedicate additional right-of-way according to the standards in Section 26.1-5 (b)(1).

(ii) If such subdivision fronts on an existing city street without a sidewalk along its frontage, the applicant shall construct a sidewalk at least four feet wide exclusive of the curb according to city standards along such frontage. The director of planning or planning commission may waive this requirement and shall base decisions on such waivers on the criteria for sidewalk construction set forth in the Comprehensive Plan of the City.

(iii) If a subdivision fronts on a dedicated right-of-way which is unaccepted and unimproved, the applicant shall develop such street according to the standards set forth in this section.

(f) Provisions for Other Transportation Modes.

(1) Bus Stops. Where the proposed subdivision fronts on an arterial street which has bus routes, the planning commission may require that adequate land be dedicated to permit installation of a turnout lane or bus stop and a bench or shelter.

(2) Bicycle Trails.

(i) Where the proposed subdivision fronts on a street which is designated as a potential bicycle route in the bicycle plan approved by city council, the applicant shall provide sufficient additional right-of-way to accommodate the development of a bicycle trail.

(ii) Where there is a bicycle trail shown in the bicycle plan adopted by the city council which crosses through a proposed subdivision the applicant shall show such route on the preliminary plat. The applicant and the city shall mutually determine the location of such route and the final plat shall provide a twelve foot bicycle and pedestrian easement for such route. To the maximum practicable extent such easements shall be adjusted to follow lot lines and not bisect individual lots.

(iii) The planning commission may require the reservation of rights-of-way for additional trails in new subdivisions where such trails are necessary for access to routes shown in the bicycle plan.

Section 26.1-6. Blocks.

(a) Where possible, blocks shall have sufficient width to accommodate two tiers of lots of appropriate depth.

(b) No residential blocks shall be longer than fifteen hundred feet in length.

(c) The planning commission may require the reservation of an easement through a long block to accommodate utilities, drainage facilities, or pedestrian traffic.

(d) Where blocks adjoin a major artery, the greatest dimension of the block should be parallel to such major artery. Where practical, such blocks shall not be less than one thousand feet in length.

Section 26.1-7. Lots.

(a) All lots shall contain a satisfactory building site which meets the requirements of the zoning ordinance and shall front on dedicated accepted and improved streets, or streets which, when constructed by the applicant will qualify for such acceptance.

(b) Side lines of lots shall be perpendicular to straight street lines and radial to curved street lines, unless a variation from this regulation will provide a better street or lot layout.

(c) Double frontage or reversed frontage lots shall be avoided except where essential to provide separation of residential development from major thoroughfares or to overcome disadvantages of topography.

(1) Separate system from storm sewers. The storm water drainage system in any subdivision shall be separate and independent of any sanitary sewer system. All necessary drainage facilities including underground pipe, inlets, catch basins or open ditches to provide for the adequate disposal of surface water and to maintain any natural drainage course shall be installed according to plans approved by the director of public works or his designee. All pipe installed in connection with the construction of streets and sidewalks shall be reinforced concrete pipe and shall meet the standards of the Virginia Department of Highways and Transportation.

(2) Accommodation of upstream drainage areas. All drainage facilities installed in the subdivision shall be sized to accommodate run-off from all developed land and potential run-off from undeveloped land upstream within the same watershed based upon present zoning, whether inside or outside the subdivision. The applicant shall consult the director of public works about recommendations in the city's drainage study.

(3) Effect on drainage areas outside the subdivision. The director of public works shall examine the impact of the proposed subdivision on adjacent properties and areas downstream and shall determine whether any on-site retention is required to protect the public health, safety and welfare. On site retention will not be required for subdivisions with a total area of less than one acre.

Where the director of public works determines that there is a need for retention, the storm drain system shall be designed and constructed by the applicant in such a manner that the run-off rate after full development of the subdivision will not exceed the run-off rate of the same land undeveloped. Run-off rates shall be calculated by the rational method and the coefficient of run-off for undeveloped land shall be 0.3. The design storm shall be one of duration and intensity that could be expected to occur on the average no more frequently than once in ten years using the Virginia Department of Highways and Transportation Drainage Manual. The system shall be designed to prevent damage to real or personal property in the event of any storm as far as practical. Compliance with this provision shall not be deemed to release the developer from civil liability which he would otherwise incur nor imply acceptance of any such liability by the city.

(4) Easements along streams. Whenever any stream or important surface drainage course is located in the area being subdivided, provisions shall be made for a ten foot easement along each side of the stream or drainage course lying within the property to be subdivided for the purpose of widening, deepening, relocating, improving, or protecting the stream of drainage purposes. Such easements shall not be considered part of a required street width.

(b) Sanitary sewers.

(1) If a public sewer system or treatment capacity is not available in the area to be subdivided the individual disposal system, including the size of the septic tank and the size of the tile field shall be approved by the health department and the minimum lot sizes shall conform to Section 26.1-7(e).

(2) An applicant for subdivision proposing to utilize a public sanitary sewer system shall submit plans, profiles and specifications for sewer mains to the director of public works for review and approval or disapproval within thirty days of such submittal. The director shall review such plans and specifications for their conformity with generally accepted engineering practice and city construction standards, and if they are acceptable shall inform the applicant of the city's estimate of the cost of such installation, and the approximate time schedule for the city to make such installation. The applicant may then:

(i) enter into a written contract with the city for the installation of such mains, with the cost thereof to be apportioned as provided in Section 26.1-8.1, provided that the city shall not be liable to the applicant or any other person for failure to complete such installation within the estimated time schedule; or

(ii) contract with a private contractor approved by the director of public works for installation of such mains according to the approved plans and specifications, with the cost apportioned as provided in Section 26.1-8.1 provided that the city shall have the right to inspect and supervise such installations at all times during construction.

(3) Sanitary sewer mains shall be located within street or alley rights-of-way unless topography dicates otherwise. When such mains are located on private property, permanent access shall be provided to all manholes and sewer mains through the dedication of easements.

(c) Water supply.

(1) Where public water supply is not available, the applicant shall provide a suitable source of potable water to every lot within the subdivision. Such water supply system and water quality shall be approved by the health department.

(2) Applicants for subdivision proposing to utilize public water supply shall follow the procedures applicable to sanitary sewers under subsection (b)(2) above.

(d) Natural gas.

Installation of gas mains shall be governed by the rules and procedures set forth in Section 12-1.2 of the City Code. In subdivisions where gas is being used, easements for mains shall be shown on the preliminary and final plats.

(e) Other utilities and easements.

(1) Location. All other public utility facilities, including but not limited to electric power, telephone, and CATV cables, shall be located underground throughout all new subdivisions, excluding resubdivision on existing dedicated and accepted street rights-of-way.

(2) Installation. It shall be the responsibility of the applicant to arrange with appropriate electric power, telephone and CATV companies for the installation of such facilities. Where such facilities are to be located in existing or newly dedicated street rights-of-way, the applicant shall submit plans and specifications to the director of public works, who shall review and approve or disapprove them within thirty days. Where such service lines are located in such street rights-of-way the developer, contractor or utility company installing the same shall install an individual service lateral to the street property line of each lot in the subdivision to minimize later disruption of pavement. The director of public works may waive this latter requirement where two or more lots are to be developed for a single use, or for other good cause demonstrated. Where such utilities are not to be located in street rights-of-way they shall be placed within the general utility easements along lot lines, described in subparagraph (f) below or in other duly recorded easements. The applicant shall provide the director of public works with a set of "as-built" plans of such utilities before release of his bond furnished under Section 26.1-23.

(3) Easements. Easements of not less than five feet in width shall be provided on each side of all rear lot lines and along side lot lines where necessary for utility installation and maintenance. Easements of greater width may be required by the director of public works for drainage purposes, or for the location of main utility lines where the adjacent property on one side is not being subdivided.

Section 26.1-8.1. Cost of improvements.

(a) On site. All public and private improvements, amenities and features required to be installed within a subdivision under this chapter shall be made at the applicant or developer's sole cost and expense, and at no cost to the city, with the following exceptions:

(1) Water and sanitary sewer mains. The city shall bear one-half the cost estimated by the director of public works of installing extensions of city water and sewer mains as provided in Section 26-47.

(i) Where the developer has contracted within the city for such installation he shall advance to the city the total amount, in cash, of such estimated cost at the time of signing such contract. Upon completion of such installation and acceptance of streets in the subdivision for city maintenance, the developer may apply to the director of public works for a refund of the city's portion. The city shall then refund to the developer fifty percent of his original advance, less any amount by which the actual cost of such installation exceeded the original estimate. Such refund shall be made by the city treasurer and director of finance upon written certification by the director of public works.

(ii) Where the developer has elected to contract privately for the installation of water and sewer mains as permitted under Section 26.1-8(b)(ii), the city shall reimburse the developer fifty percent of the amount originally estimated by the director of public works as the cost of such mains. Such reimbursement shall be made by the city treasurer and director of finance out of monies appropriated to the water and sewer funds, after the director of public works certifies to them that the mains have been installed properly and the streets in the subdivision accepted by the city for maintenance.

(2) Gas mains. The cost of extending gas mains shall be apportioned according to the provisions of Section 12-1.2 of this code.

(3) Non-city utilities. The costs of extending electric, telephone, CATV or other utility systems owned by entities other than the city shall be apportioned according to those entities' lawfully approved tariff schedules or city franchise provisions, as applicable.

(b) Off site drainage. The applicant for subdivision approval shall pay his pro-rata share of the cost, as determined by the director of public works, of providing reasonable and necessary storm sewer and drainage facilities located outside the property limits of the land being subdivided which may be necessary to provide an adequate out fall for calculated flow from the site in question and the drainage shed upstream. Such payment shall be subject to the requirements of §15.1-466(j), as amended, of the Code of Virginia.



Section 26.1-9. Parks, schools and other public land.

In subdividing property, consideration should be given to suitable sites for parks, schools and other areas for public use as contained in the city's comprehensive plan. Such planned location for parks, schools or other public land should be indicated on the preliminary plat in order that it may be determined, if, when and in what manner such areas will be dedicated to, reserved for or acquired by the appropriate governing body for that use. The regulation shall not be construed to preclude the dedication of property for public use not included in the comprehensive plan, provided such property is acceptable to the city or county for dedication and maintenance.

Section 26.1-10. Preservation of natural features and amenities.

(a) Existing natural features which would add value to residential development or to the city as a whole, such as trees, watercourses, historic spots and similar irreplaceable assets shall be protected wherever practicable in the design of the subdivision.

(b) Existing trees.

(1) The applicant shall make a bonafide effort to protect existing trees in the design and development of a subdivision, and to replace those trees necessarily removed during such development.

(2) All trees which are to be retained shall be marked and protected during construction, with tree wells provided where necessary to protect the tree from changes in grade.

(c) Street shade trees.

(1) The applicant shall plant shade or ornamental trees along both sides of all new streets. Such trees shall be spaced not more than fifty feet apart on each side of the street.

(2) Such trees shall be at least 2 inches in caliper.

(d) The requirement for planting of street shade trees or replacements for trees removed may be waived by the planning commission if there are existing trees which are to be preserved along the proposed street right-of-way, or elsewhere on the property being subdivided.

Section 26.1-11. Soil erosion and sediment control.

(a) The applicant shall submit a soil erosion and sediment control plan to be approved in accordance with the provisions of Chapter 10 of the city code. Such plan shall include measures to control soil erosion both during and after construction.

(b) In order to stabilize grade areas, grass shall be reseeded on cleared areas in accordance with the soil erosion ordinance. Sod may be used to comply with this requirement.

(c) Except as otherwise provided herein, no cut trees, timber, debris, junk, rubbish or other waste materials of any kind shall be left deposited on any lot or street at the time of issuance of a certificate of occupancy. Removal of such debris and waste shall be considered a prerequisite of the issuance of a certificate of occupancy. The planning commission may allow burying of certain such materials in the subdivision provided that:

- (1) No burying of such waste material shall be allowed on potential building sites, and
- (2) No burying of such waste material shall be allowed which may result in soil erosion.

Section 26.1-12. Monuments.

(a) Permanent monuments of stone or concrete shall be placed at all block corners or at the tangent points of curves connecting intersecting street lines; at the points of curvature and tangency; at all corners in the exterior boundary of the subdivision, except at such corners that are inaccessible due to topography; and at such other points as may be designated by the planning commission. The location and character of all such monuments shall be clearly designated on the final plat. Such monuments shall be set flush with the surface of the ground or finished grade. Monuments shall be of stone pre-cast concrete two feet in length and four inches square or eight inches in diameter, having a metal pin imbedded therein; or the monuments may be a steel or iron pin five-eighths of an inch by thirty inches, or larger, set in a block of concrete eighteen inches deep and ten inches square at top and bottom, marking the points represented on the final plat.

(b) The applicant shall certify in writing that the monuments have been accurately placed throughout the subdivision as required, before the streets may be accepted for maintenance or the performance bond or other guaranty released.

Section 26.1-13. Mobile home subdivision and planned unit developments.

Design standards for mobile home subdivisions and planned unit developments shall be as specified in Chapter 31 of this code.

Division 3. Procedures for Subdivision Plats.

Section 26.1-14. Reserved.

Section 26.1-15. Preliminary conference.

Before submitting the preliminary plat, the applicant should confer with the city engineer and the director of planning about the application of regulations contained in this ordinance and the content of the comprehensive plan of the city.

Section 26.1-16. Public notice.

No subdivision plats, preliminary or final, which are to be reviewed by the planning commission shall be so reviewed until public notice has been given by the department of community development at least five days prior to the date upon which action is to be taken on the plat. Such notice shall be in the form of a legal advertisement in a newspaper of general circulation in the city.

Section 26.1-17. Preliminary plat for major subdivisions.

(a) An applicant for approval of a major subdivision shall submit ten copies of a preliminary or tentative plat to the department of community development at least fourteen days prior to the planning commission meeting at which the plat is to be considered.

(b) The preliminary plat shall be prepared by the owner of the land or a surveyor, civil engineer, land planner, architect, landscape architect or other person having training or expertise in subdivision planning design.

(c) The preliminary plat shall be drawn at a scale of one hundred feet to the inch, unless a different scale allows a better representation of the preliminary plan.

(d) The preliminary plat shall contain:

(1) The title under which the subdivision is to be recorded, and the names and addresses of the owner of record and subdivider, and holders of any encumbrances or easements against the property.

(2) A vicinity sketch showing the relation of the proposed subdivision to adjoining property and the city.

(3) A topographic map derived from aerial topographic surveys or, where required by the director of public works, from actual field surveys, with a contour interval of five feet referred to city data, showing the boundary lines of the tract to be subdivided.

(4) The location, width and names of all existing or platted streets or other public ways within or adjacent to the subdivision, easements, railroad rights-of-way and land lot lines.

(5) The location and dimensions of proposed streets, alleys, lots, building lines and easements.

(6) Existing city real property tax map and parcel numbers for the property being subdivided.

(7) All parcels of land intended to be dedicated or reserved for public use or to be reserved in the deed for the common use of property owners in the subdivision.

- (8) Preliminary sketch plans indicating the proposed method of accomplishing storm water drainage, water supply and sanitary sewage collection or disposal. Approval of such preliminary plans does not constitute approval of final utility plans required as a part of the final plat.
- (9) Preliminary street cross sections, profiles and approximate grades.
- (10) The location of existing zoning district lines and the proposed uses of the property being subdivided.
- (11) Date, north point and scale.
- (12) Location of all trees greater than ten inches in caliper, with designation of which trees are to be removed. However, thickly wooded areas may be designated by symbols showing their extent and location.
- (e) The department of community development shall forward copies of the preliminary plat to other affected city departments for their review and comment. Such comments and recommendations shall thereafter be sent to the planning commission prior to their monthly scheduled meeting.
- (f) The planning commission shall indicate approval or disapproval of all preliminary subdivision plats received for consideration, within thirty days of the date of the first meeting following the submission of the preliminary plat.
- (g) Approval of the preliminary plat shall be valid for a period of one year, but shall not be deemed to constitute final approval of the plat for recordation.
- (h) Approval of the preliminary plat may be extended for an additional one year by the planning commission or the director of planning.

Section 26.1-18. Final plats for major subdivisions.

- (a) Before expiration of the validity of the preliminary plat any applicant for a major subdivision shall submit a reproducible original drawing and ten copies of the final plat to the department of community development, at least fourteen days prior to the planning commission meeting at which the plat is to be considered.
- (b) The final plat shall be prepared by a land surveyor or certified professional engineer licensed by the state.
- (c) The final plat shall be drawn at a scale of two hundred feet to the inch unless a different scale allows a better representation of the plat. Final plats shall be on sheets measuring eight and one-half by fourteen inches, or multiples thereof which may be conveniently divided by the clerk of the Circuit Court for recordation on adjacent pages.

(d) The final plat shall contain:

(1) The title under which the subdivision is to be recorded and the name or number of the section if a part of a larger tract.

(2) A statement that the subdivision of the land described herein is made with the free consent of the undersigned owner, proprietors or trustees. The statement shall be acknowledged before an officer authorized to take acknowledgement of deeds.

(3) The boundary lines of the area being subdivided with accurate distances and bearings. The boundaries shall be determined by an accurate field survey.

(4) The source of title of the owner of the land to be subdivided and the place of record of the last instrument in the chain of title.

(5) The exact layout in general conformity with the approved preliminary plat, including street names. Names of new streets shall not duplicate existing or platted street names unless the new street is a continuation of the existing or platted street. All dimensions, both linear and angular, for locating lots, streets, alleys, public easements and private easements shall be clearly shown. The linear dimensions shall be expressed in feet and hundredths of a foot, and all angular measurements shall be expressed by bearings or angles. All curves shall be defined by their radius, central angle, tangent distances, tangent bearing and arc lengths. Such curve data shall be expressed by a curve table lettered on the face of the plat, each curve being tabulated and numbered to correspond with the respective numbered curves shown throughout the plat.

(6) Lots numbered in numerical order, and block identifications.

(7) The location of all minimum building setback lines.

(8) The location and material of all permanent reference monuments.

(9) All parcels of land intended to be dedicated or reserved for public use, or for the common use of all property owners within the subdivision.

(10) A definite bearing and distance tie between not less than two permanent monuments on the exterior boundary of the subdivision, and to existing street intersections where possible and reasonably convenient.

(11) Date, north point and scale.

(12) Private restrictions and their period of existence. Should these restrictions be of such length as to make their lettering on the plat impracticable and thus necessitate the preparation of a separate instrument, reference shall be made thereto on the plat.

(13) Signature panels for the chairman and secretary of the city planning commission.

(14) Temporary turnarounds where required. When one or more temporary turnarounds are shown, the following note shall be included on the plat:

The area on this plat designated as "Temporary Turn-around" will be constructed and used as other streets in the subdivision until (name of street) is extended to (end point), at which time the land in the temporary turnaround area will be abandoned for street purposes and will revert to adjoining lot owners.

(15) (Reserved for future use)

(16) (Reserved for future use)

(17) The following supporting data shall accompany the final plat.

(a) Drainage plans.

(b) Soil erosion and sediment control plans.

(c) Street plans including cross sections and profiles and other necessary data relating to Section 26.1-5.

(d) Natural gas and water supply and sewage disposal plans including drainage courses, existing sewers, water and gas mains and culverts and other underground structures, showing pipe sizes, invert elevations and grades.

(18) Bearings and distances for all utility easements where not parallel to lot lines.

(19) Location of buried waste materials.

(e) The following procedures shall be applicable to consideration of the final plat of any major subdivision.

(1) The director of planning shall forward the staff recommendations to the planning commission prior to its regularly scheduled meeting.

(2) The planning commission shall indicate approval or disapproval of the final plat within sixty days of the date of the submission of such plat.

(3) Approval of a final plat shall be valid for one year. If the plat has not been recorded within one year of the date of approval, the approval shall be void.

(4) If the final plat is disapproved by the planning commission, the applicant may appeal such decision to the circuit court.

(5) Final approval shall be indicated by the dated signatures on the reproducible original of the chairman of the planning commission and of the director of planning, signing ex officio as secretary of the commission. The applicant shall provide the department of community development with ten copies of the signed final plat for city use.

Section 26.1-19. Plats for minor subdivisions.

The following abbreviated requirements shall apply to consideration of minor subdivisions;

(a) The applicant shall submit a reproducible original eight and one-half by fourteen inches in size, and four copies of the final plat to the department of community development for administrative review and approval.

(b) The final plat shall contain the applicable information required by Section 26.1-18(d) of this ordinance.

(c) Within fourteen days of receipt of such plats the department of community development shall forward copies to the affected city departments for their review and comments.

(d) Upon completion of this review, the department of community development shall notify the applicant in writing of the plat's approval or disapproval and reasons for disapproval or the conditions necessary for approval.

(1) In the event of approval, the director of planning acting ex officio as secretary of the planning commission and the chairman of the planning commission shall sign the reproducible original of the plat. The applicant shall provide the department of community development with ten copies of the signed final plat for city use.

(2) In the event the plat is approved with conditions, the applicant shall make the necessary modifications to the original drawing and resubmit the final plat for signatures of approval.

(3) In the event of disapproval, the applicant may appeal to the city planning commission at its next regularly scheduled meeting.

(e) Approval of the final plat shall be valid for a period of one year. If the final plat has not been recorded in this period, the plat shall be void.

(f) Plats of minor subdivisions intended for recordation shall be prepared by a land surveyor or certified professional engineer as required by state law.

Section 26.1-20. Recordation.

- (a) Approved final plats shall be recorded in the office of the clerk of the circuit court.
- (b) No plat or instrument of subdivision shall be recorded by the clerk of the circuit court unless it shall have been submitted to and approved and signed by the chairman of the planning commission and the director of planning within one year prior to the date of recordation.
- (c) It shall be the responsibility of the applicant to notify the director of planning in writing of the recordation of, and deed book references for, the final plat within thirty days after such recordation.

Section 26.1-21. Reserved for future use.

Section 26.1-22. Lots not to be bisected by corporate limits.

No plat shall be approved on which a residential lot is bisected by the corporate limits of the city.

Division 4. Administration and Enforcement.

Section 26.1-23.

- (a) Completion of all required public improvements, including but not limited to streets, sidewalks, utility lines, storm drainage installations, traffic and street signals or signs, and bicycle trails, shall be guaranteed through appropriate bonding before approval for recordation is given to the final plat of any major subdivision.
- (b) Such bonding shall be accomplished in one of the following ways:
  - (1) The applicant shall certify that the construction costs for all such improvements have been paid to the person constructing or installing the same, and shall submit a copy of the contract for such construction or installation, and a contractor's performance bond for the full amount thereof, with corporate or other surety, to be approved by the city attorney; or
  - (2) The applicant shall furnish his own performance bond for the estimated cost of such improvements less any amounts advanced to or refundable by the city for installation of water or sewer mains, which shall likewise be reviewed and found sufficient by the city attorney before final approval is given. The estimated cost of such public improvements less applicable advances or refundable amounts, shall be certified by the city engineer to the city attorney as part of the approval process for such plats. In lieu of bond with corporate or personal surety, the city attorney is authorized to accept a certified check, irrevocable letter of credit, assignment of loan proceeds or cash escrow



agreement, if, in his judgement such arrangements will provide a substantially similar guaranty of performance of the applicant's obligations.

(c) For minor subdivisions, such bonding shall not be a prerequisite to final approval of the plat, but shall be required by the inspection division for any public improvements on such minor subdivision plats before issuance of building permits for construction on any lots thereon, and such fact shall be stated on the face of the approved plat.

(d) If at any time the city attorney finds the surety on any bond or similar guaranty required by this section, to be insufficient or defective in any respect he shall so advise the inspections division, which shall thereafter not issue any further building or occupancy permits within such subdivision until such insufficiency or defect is remedied.

(e) When all such required improvements have been completed and "as-built" plans of utilities furnished as required by Section 26.1-8(e)(2) and certification furnished that survey monuments have been set, the director of public works shall certify such fact to the city attorney, who shall release such bond or other guaranty. Such officials may approve partial releases upon completion of readily definable portions of such improvements where they find that such release will not reduce the remaining bond to an insufficient level.

(f) The director of public works shall advise the subdivision owner of the acceptance by the city of all such public facilities when completed, except for streets which shall be accepted into the city system by action of city council.

Section 26.1-24. Reserved.

Section 26.1-25. Amendments to plats.

If it becomes necessary for an approved subdivision plat to be changed, the director of planning may approve administratively at the applicant's request an amendment to the subdivision, or if in the director's opinion the proposed change will substantially alter the terms of the original approval, he may require a new subdivision plat be drawn and submitted for review and approval in accordance with the provisions of this chapter.

Section 26.1-26. Reserved.

Section 26.1-27. Vacation of plats.

(a) Vacation of plat before sale of lot therein.

Any recorded plat or any part thereof, may be vacated with the consent of the city council, by the owners, proprietors and trustees, if any, who signed the statement required by Section 15.1-477 of the Code of Virginia at any time before the sale of any lot therein, by a written instrument, declaring the same to be vacated, duly executed, acknowledged

or proved and recorded in the clerk's office of the circuit court or courts where the plat is recorded. The execution and recordation of such writing shall operate to destroy the force and effect of the recording of the plat so vacated and to divest all public rights in, and to reinvest such owners, proprietors and trustees, if any, with the title to the streets, alleys, easements for public passage and other public areas laid out or described in such plat.

(b) Vacation of plat after sale of lot.

In cases where any lot has been sold, a subdivision plat or part thereof may be vacated according to either of the following methods:

(1) By instrument in writing agreeing to said vacation signed by all owners of lots shown on said plat and also signed on behalf of the city council for the purpose of showing its approval of such vacation. The word "owners" shall not include lien creditors except those whose debts are secured by a recorded deed of trust or mortgage and shall not include any consort of any owner. The instrument of vacation shall be acknowledged in the manner of a deed and filed for record in the clerk's office of the circuit court.

(2) By ordinance of the city council on motion of one of its members or application of any interested person. Such ordinance shall not be adopted until after notice has been given as required by Section 15.1-431 of the Code of Virginia. Such notice shall clearly describe the plat or portion thereof to be vacated and state the time and place of the meeting of the city council at which the adoption of the ordinance will be voted on. Any person may appear at such meeting for the purpose of objecting to the adoption of the ordinance. An appeal from the adoption of the ordinance may be filed within thirty days with the circuit court having jurisdiction of the land shown on the plat or part thereof to be vacated. Upon such appeal the court may nullify the ordinance if it finds that the owner of any lot shown on the plat will be irreparably damaged. If no appeal from the adoption of the ordinance is filed within the time above provided or if the ordinance is upheld on appeal, a certified copy of the ordinance of vacation may be recorded in the clerk's office of any court in which the plat is recorded.

Section 26.1-28. Fees.

(a) Vacation.

There shall be a fee of fifty dollars to be paid to the city treasurer at the time of filing a petition for vacation of a plat or portion thereof to cover the cost of processing such petition.

## (b) Subdivision.

There shall be a fee of five dollars per lot, to be paid to the city treasurer at the time of filing a subdivision plat application to cover the cost of processing such application.

## Section 26.1-29. Violations of chapter; penalties.

(a) No person shall subdivide land without making and recording a plat of such subdivision or without fully complying with the provisions of this chapter.

(b) No such plat of any subdivision shall be recorded unless and until it shall have been submitted to and approved by the planning commission, or the director of planning, as the case may require, pursuant to this chapter.

(c) No person shall sell or transfer any land of a subdivision, before such plat has been duly approved and recorded as provided herein, unless such subdivision was lawfully created prior to the adoption by the city council of this or any previous subdivision ordinance; provided that nothing herein contained shall be construed as preventing the recordation of the instrument by which such land is transferred, or the passage of title as between the parties to the instrument.

(d) Any person violating any of the foregoing provisions of this section shall be subject to a fine of not more than five hundred dollars for each lot or parcel of land so subdivided or transferred or sold; and the description of such lot or parcel by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring shall not exempt the transaction from such penalties or from the remedies herein provided.

## Section 26.1-30. Responsibility for administration and enforcement.

(a) Primary responsibility for the administration of the provisions of this chapter shall be vested in the planning commission and director of planning as set forth therein. Primary responsibility for enforcement of violations thereof and for required public improvements is hereby delegated to the inspections division of the department of public works. The city attorney and commonwealth's attorney and all other city departments and agencies are directed to assist in such enforcement activities as individual cases may require.

(b) Notwithstanding the foregoing, the city council may, in appropriate cases, direct the city attorney to institute proceedings to prevent, restrain, abate or correct any violation or attempted violation of this chapter.

## Section 26.1-31. Time limits for consideration of plats; appeals to circuit court.

The planning commission or director of planning, as the case may be, shall act on any proposed final plat within sixty days after it has been officially submitted for approval, by either approving or disapproving such plat in writing and giving with the latter specific reasons therefor.

Specific reasons for disapproval may be contained in a separate document or may be written on the plat itself, and shall relate in general terms such modifications or corrections as will permit approval of the plat.

If the planning commission or director of planning, as the case may be fails to approve or disapprove the plat within sixty days after it has been officially submitted for approval, the applicant after ten days written notice to the commission or director, as the case may be, may petition the circuit court of the city to decide whether or not the plat should be approved. The court shall hear the matter and make and enter such order as it deems proper, which may include directing approval of the plat.

If the commission disapproves a plat and the applicant contends that such disapproval was not properly based on this chapter, or was arbitrary or capricious, the applicant may appeal to the city circuit court, which shall hear and determine the case as soon as may be practicable.

The time requirements in this section shall not apply to the consideration of any preliminary or tentative plat required to be submitted for a major subdivision under Section 26.1-17.

Section 26.1-32. Effect of recordation of plat.

The recordation of a subdivision plat shall operate to transfer in fee simple to the city such portion of the premises platted as is on such plat set apart for streets, alleys or other public uses, and to transfer to the city any easement indicated on such plat to create a public right of passage over the same; but nothing contained in this chapter shall affect any right of a subdivider of land heretofore validly reserved.

Provided, that where the planning commission or director of planning approves a plat or replat in accordance with this chapter, then upon recording of such plat or replat in the clerk's office of the circuit court, all rights-of-way, easements or other interests of the city in the land included in the plat or replat, except as included thereon, shall be terminated and extinguished, except that any interest acquired by the city by condemnation or by purchase for valuable consideration and evidenced by a separate instrument of record, or streets, alleys or easements for public passage subject to the provisions of Sections 15.1-481 and 482 of the Code of Virginia (Section 26.1-26 of this chapter), shall not be affected thereby.

Section 26.1-33. City not obligated.

Nothing in this chapter shall be construed as creating an obligation upon the city to pay for grading or paving of streets, or for sidewalks, sewers or drainage facilities, curb and gutter improvements, utility lines, or construction of any other facilities, except for the obligation to pay one-half the estimated cost of water and sewer lines as set forth in Section 26.1-8.1.

Section 26.1-34. Official copies.

Certified copies of this chapter and any subsequent amendments thereto shall be kept on file in the office of the department of community development, and the inspections and engineering divisions of the department of public works, as well as the office of the clerk of the circuit court of the city as required by law.

Adopted by the Council  
January 22, 1980  
Ayes: Mr. Brunton, Mr. Buck, Mrs. O'Brien. Noes: Mr. Albro and Mr. Gatewood

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Clerk

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President

AN ORDINANCE TO AMEND AND REORDAIN SECTION 2-117 OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1976, AS AMENDED, RELATING TO LIMITATIONS ON FINANCING BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF CHARLOTTESVILLE.

BE IT ORDAINED by the Council of the City of Charlottesville that §2-117 of the Code of the City of Charlottesville, 1976, as amended, is amended and reordained as follows:

Section 2-117. Same - Limitations on financing certain projects.

Notwithstanding any provision of the Virginia Industrial Development Act to the contrary the authority shall not finance any medical, industrial or pollution control facility lying wholly or partly outside the legal corporate limits of the city. ~~nor shall the authority have outstanding any more than three bond issues at one time.~~ The authority shall not finance any facility until the location and financing of such facility have been approved by the council of the city.

Adopted by the Council  
February 4, 1980  
Ayes: Mr. Albro, Mr. Brunton, Mr. Buck, Mr. Gatewood and Mrs. O'Brien. Noes: None.

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Clerk

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President

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF CHARLOTTESVILLE, 1976, BY ADDING A CHAPTER NUMBERED 5.1, CONTAINING SECTIONS NUMBERED 5.1-1 THROUGH 5.1-9, RELATING TO CABLE COMMUNICATIONS AND CATV SYSTEMS.

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that the Code of the City of Charlottesville, 1976, be amended by adding Chapter 5.1, as follows:

CHAPTER 5.1  
CABLE COMMUNICATIONS

Section 5.1-1. Franchise requirement.

No person shall operate or participate in the operation of a cable communication or CATV system within the City of Charlottesville without first obtaining a franchise issued by the City of Charlottesville. A cable communication or CATV system for the purposes of this section shall not include a system that serves only subscribers in one or more multiple unit dwellings under common ownership, control or management which does not use city right-of-way.

Section 5.1-2. Interference with cable service prohibited.

Neither the owner of any multiple unit residential dwelling nor his agent or representative shall interfere with the right of any tenant or lawful resident thereof to receive cable communication or CATV service, cable installation or maintenance from a cable communication or CATV company regulated by and lawfully operating under a valid and existing cable communication or CATV franchise issued by the City of Charlottesville.

Section 5.1-3. Gratuities and payments to permit service prohibited.

Neither the owner of any multiple unit residential dwelling nor his agent or representative shall ask, demand or receive any payment, service or gratuity in any form as a condition for permitting or cooperating with the installation of a cable communication or CATV service to the dwelling unit occupied by a tenant or resident requesting service.

Section 5.1-4. Penalties and charges to tenants for service prohibited.

Neither the owner of any multiple unit residential dwelling nor his agent or representative shall penalize, charge or surcharge a tenant or resident or forfeit or threaten to forfeit any right of such tenant or resident, or discriminate in any way against such tenant or resident who requests or receives cable communication or CATV service from a franchisee operating under a valid and existing cable communication or CATV franchise issued by the City of Charlottesville.

Section 5.1-5. Reselling service prohibited.

No person shall resell, without the expressed, written consent of both the company and the city, any cable service, program or signal transmitted by a cable communication or CATV company operating under a franchise issued by the City of Charlottesville.

Section 5.1-6. Protection of property permitted.

Nothing in this article shall prohibit a person from requiring that cable communications system facilities conform to laws and regulations and reasonable conditions necessary to protect safety, functioning, appearance and value of premises or the convenience and safety of persons and property.

Section 5.1-7. Risks assumed by franchise.

Nothing in this article shall prohibit a person from requiring a cable communication or CATV company to agree to indemnify the owner of property, or his agents or representatives from liability for damages caused by the installation, operation, maintenance or removal of cable communication facilities.

Section 5.1-8. Theft of services and tampering.

(a) No person, whether or not a subscriber to the cable system, shall willfully, maliciously or otherwise damage or cause to be damaged any wire, cable, conduit, apparatus, or equipment of company, or commit any act with intent to cause such damage, or to tap, tamper with or otherwise connect any wire or devise to a wire, cable, conduit, apparatus, appurtenance or equipment of company with the intent to obtain a signal or impluse from the cable system without authorization from or compensation to the company, or to obtain cable television or other communications services with intent to cheat or defraud the company of any lawful charge to which it is entitled.

(b) Whoever shall violate any provision of this ection shall be guilty of a Class III misdemeanor.

Section 5.1-9. Censorship prohibited.

(a) The city shall not prohibit or limit any program or class or type of program or otherwise censor the communications or signals by the company or other parties over the cable communications system, other than programs on the designated government access channel or channels, and shall not promulgate any regulation or condition which would interfere with the right of free speech by means of cable television.

(b) No franchised CATV or cable communications company shall prohibit or limit any program or class or type of program presented over any channel made available for public access, educational access, government access or leased access purposes.

Adopted by the Council  
February 4, 1980

Ayes: Mr. Albro, Mr. Brunton, Mr. Buck,  
Mr. Gatewood and Mrs. O'Brien. Noes:  
None.

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Clerk

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President

AN ORDINANCE GRANTING A FRANCHISE TO MULTI-CHANNEL TV CABLE COMPANY OF MANSFIELD, ITS SUCCESSORS OR ASSIGNS, TO OWN AND OPERATE AND MAINTAIN A CABLE COMMUNICATION SYSTEM IN CHARLOTTESVILLE, VIRGINIA, SETTING FORTH CONDITIONS ACCOMPYING THE GRANT OF FRANCHISE, AND PROVIDING FOR THE REGULATION AND USE OF SAID SYSTEM.

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that there is hereby created, granted and established a full and complete franchise for a period of five years for the installation, operation and maintenance of a cable communications system within the City of Charlottesville to the Multi-Channel TV Cable Co. of Mansfield.

Provided, however, that the said franchise shall be subject to the following terms and performance conditions:

ARTICLE I. GRANT OF FRANCHISE AND GENERAL PROVISIONS

SECTION 1-1. TITLE OF ORDINANCE

This ordinance shall be known and may be cited as the "Multi-Channel T.V. Cable Communication Franchise," hereinafter "Franchise," and it shall become a part of the ordinances of the City.

SECTION 1-2. DEFINITIONS

For the purpose of this ordinance the following terms, phrases, words and their derivations shall have the means given herein.

a. "Basic Service" shall mean all subscriber services provided by the Company, including the delivery of broadcast signals, covered by the regular monthly charge paid by all subscribers, excluding optional services for which a separate charge is made.

b. "Cable Communication System" or "CATV System," shall mean a system of antennas, cables, wires, towers, waveguides, or other conductors, converters, equipment or facilities, designed and constructed for the purpose of producing, receiving, transmitting, amplifying and distributing, audio, video and other forms of electronic or electrical signals, located in the City. Said definition shall not include any such facility that serves or will serve only subscribers in one or more multiple unit dwellings under common ownership, control or management, and does not use City right-of-way.

c. "Class IV Channel" means a signaling path provided by a cable communications system to transmit signals of any type from a subscriber terminal to another point in the cable communications system.



- d. "City" is the City of Charlottesville in the State of Virginia.
- e. "Company" is Multi-Channel T. V. Cable Company of Mansfield, doing business as "Jefferson Cable", the grantee of rights under this ordinance, or its successor, transferee or assignee.
- f. "Converter" means an electronic device, which converts signals to a frequency not susceptible to interference within the television receiver of a subscriber, and by an appropriate channel selector also permits a subscriber to view all signals included in the basic service delivered at designated converter dial locations.
- g. "Council" shall mean the governing body of the City of Charlottesville.
- h. "FCC" shall mean the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- i. "Gross Revenues" shall mean all revenue collected directly or indirectly by the Company, from or in connection with the operation of cable communication system pursuant to this ordinance; provided, however, all revenues, shall include but not be limited to, basic subscriber service monthly fees, net pay television fees, installation and reconnection fees, leased channel fees, converter rentals, studio rental, production equipment and personnel fees, and advertising revenue; and that this shall not include any taxes on services furnished by the Company herein imposed directly upon any subscriber or user by the state, city or other governmental unit and collected by the Company on behalf of said governmental unit.
- j. "Installation" shall mean the connection of the system from feeder cable to subscribers' terminals.

#### SECTION 1-3. GRANT

The City hereby grants to Company a CATV System Franchise subject to all the terms and conditions as herein provided.

#### SECTION 1-4. RIGHTS AND PRIVILEGES OF COMPANY

The franchise granted by the City pursuant to this ordinance shall grant to the Company the right and privilege to erect, construct, operate and maintain, in upon, along, across, above, over and under the public property of the City (including but not limited to streets and highways, easements, sidewalks and predestrian rights-of-way, public alleys and other spaces owned by or dedicated to the City or to general public use) not in existence and as may be created or established during its term any poles, wires, cable, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation of a CATV system for the interception, sale, transmission and distribution of television programs and other audio-visual electrical signals and the right to transmit the same to the inhabitants of the City on the terms and conditions hereinafter set forth.

SECTION 1-5. AGREEMENT

Upon adoption of this franchise and execution of a written acceptance of it by the Company, the Company agrees to be bound by all the terms and conditions contained herein.

SECTION 1-6. TERM

The term of the franchise to be granted by the City pursuant to this ordinance shall be for a period of five years from and after the effective date.

SECTION 1-7. EFFECTIVE DATE

The franchise term shall commence with the first day of the month following the adoption of this ordinance.

SECTION 1-8. FRANCHISE AREA

This franchise is granted for the entire area of the City of Charlottesville as its boundaries are defined at the time of the adoption of this ordinance.

SECTION 1-9. FEES

The City shall, by resolution, set a franchise fee not to exceed three percent of gross revenues. This fee shall be paid as partial consideration for the rights granted in the franchise, and shall be in addition to, and not in lieu of, any business license tax levied upon the Company by the City pursuant to general law.

SECTION 1-10. POLICE POWERS

In accepting this franchise, the Company acknowledges that its rights hereunder are subject to the police power of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to such power.

Any conflict between the provisions of this franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter, except that any such exercise that is not of general application in the jurisdiction or applies exclusively to Company or CATV systems which contains provisions inconsistent with this franchise shall prevail only if upon such exercise, the City finds an emergency exists constituting a danger to health, safety, property or general welfare or such exercise is mandated by law.

SECTION 1-11. CATV FRANCHISE REQUIRED

No CATV system shall be allowed to occupy or use the streets of the City or be allowed to operate without having obtained a CATV franchise from the City.

SECTION 1-12. USE OF COMPANY FACILITIES

The City shall have the right, during the life of this franchise, to install and maintain free of charge upon the poles of the grantee any wires, pole fixtures or traffic signs that do not unreasonably interfere with the CATV operations of the grantee. The City agrees to indemnify, defend, and hold the company harmless from actions resulting from the City's use thereof.

SECTION 1-13. VALUATION OF FRANCHISE

The Company agrees by accepting this franchise that, for purposes of determining a fair return on invested capital it shall not be permitted to assign any value to "goodwill" or to any right or privilege emanating from the grant of the franchise itself.

SECTION 1-14. NOTICES

All notices from Company to the City pursuant to this franchise shall be to the City Manager. Company shall maintain with the City, throughout the term of this franchise, an address for service of notices by mail. Company shall also maintain a local office and telephone number for the conduct of matters related to this franchise during normal business hours.

SECTION 1-5. LETTER OF CREDIT

a. Within ten days after the award of this franchise, the Company shall deposit with the City a letter of credit from a financial institution in the amount of \$5,000.00. The form and content of such letter of credit shall be approved by the City Attorney. The letter of credit shall be used to insure the faithful performance of the Company of all provisions of this franchise, and compliance with all orders, permits and directions of any agency, commission, board, department, division or office of the City having jurisdiction over its acts or defaults under this franchise, and the payment by the Company of any claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the system.

b. The letter of credit shall be maintained at \$5,000.00 during the entire term of this franchise, even if amounts have to be withdrawn pursuant to subdivision a or c of this section.

c. If the Company fails to pay to the City any compensation within the time fixed herein, or fail after ten days notice to pay to the City any taxes due and unpaid, or fails to repay the city within ten days any damages, costs or expenses which the City is compelled to pay by reason of any act or default of the Company in connection with this franchise, or fails after three days notice of such failure by the City to comply with any provision of this franchise which the City reasonably determines can be remedied by demand on the letter

of credit, the City may immediately request payment of the amount thereof, with interest and any penalties, from the letter of credit. Upon such request for payment, the City shall notify the Company of the amount and date thereof.

d. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this franchise or authorized by law. No action, proceeding or exercise of a right with respect to such letter of credit shall affect any other right the City may have.

e. The letter of credit shall contain the following endorsement:

"It is hereby understood and agreed that this letter of credit may not be cancelled by the issuer not the intention not to renew be stated by the issuer until thirty days after receipt by the City, by registered mail, of a written notice stating such intention to cancel or not to renew."

SECTION 1-16. LIABILITY AND INSURANCE

a. The Company agrees by the acceptance of this franchise to indemnify the City and hold it harmless from liability on account of injuries or damage to persons or property arising out of the construction, maintenance, repair or operation of its cable television system. In the event that suit shall be brought against the City either independently or jointly with the Company on account thereof, the Company upon notice by the City shall defend the City in any such suit at the cost of the Company. In the event of final judgement being obtained against the City either independently or jointly with the Company, the Company shall indemnify the City and pay such judgement with all costs and hold the City harmless therefrom.

b. The Company by its acceptance of the franchise specifically agrees that it will pay all expenses incurred by the City in defending itself with regard to all damages and penalties mentioned in subsection a above. These expenses shall include all out-of-pocket expenses, such as attorney fees, and shall also include the reasonable value of any services rendered by the City attorney or his assistants or any employees of the City or its agents.

c. The Company by its acceptance of the franchise specifically agrees that it will maintain, throughout the term of the franchise, liability insurance insuring the City and the Company with regard to all damages mentioned in subsection a in the minimum amount of:

- (1) \$500,000 for property damage to any one person;
- (2) \$2,000,000 for property damage in any one accident;
- (3) \$1,000,000 for personal injury to any one person; and
- (4) \$2,000,000 for personal injury in any one accident.

d. The insurance policy obtained by the Company in compliance with this section must name this City as an additional insured. Such insurance policy, along with written evidence of payment of required premiums, shall be filed and maintained with the City Attorney during the term of the franchise, and may be changed from time to time to reflect changing liability limits. The Company shall immediately advise the City Attorney of any pending or threatened litigation that would affect this insurance.

e. Neither the provisions of this section nor any damages recovered by the City thereunder, shall be construed to limit the liability of the Company under this franchise for damages.

f. All insurance policies maintained pursuant to this franchise shall contain the following endorsement:

"It is hereby understood and agreed that this insurance policy may not be cancelled by the surety nor the intention not to renew be stated by the surety until thirty days after receipt by the City, by registered mail, of a written notice of such intention to cancel or not to renew."

#### SECTION 1-17. INDEMNIFICATION

Company shall, as its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, boards, commissions and employees against any and all claims, suits, actions, liability and judgements for damages (including but not limited to expenses for reasonable legal fees and disbursements and liabilities assumed by the City in connection therewith):

a. To persons or property, in any way arising out of or through the acts or omissions of Company, its servants, agents or employees or to which Company's negligence shall in any way contribute;

b. Arising out of any claim for invasion of the right of privacy, for defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation (excluding claims arising out of or relating to the City's own programming); and

c. Arising out of Company's failure to comply with the provisions of any federal, state, or local statute, ordinance or regulation applicable to the Company in its business hereunder.

The foregoing indemnity is conditioned upon the following:

The City shall give Company prompt notice of the receipt of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this section. Nothing herein shall be deemed to prevent the City from cooperating with Company and participating in the defense of any litigation by its own counsel at its sole cost and expense. No recovery by the City of any sum by reason of the Letter of Credit required in Article I, Section 15, hereof shall be any limitation upon the liability of the Company

to the City under the terms of this section, except that any sum so received by the City shall be deducted from any recovery which the City might have against the Company under the terms of this section.

SECTION 1-18. RIGHTS OF INDIVIDUALS

a. Company shall not deny service, deny access, or otherwise discriminate against subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, or sex. Company shall comply at all times with all other applicable federal, state and local laws and regulations, and all executive and administrative orders relating to nondiscrimination which are hereby incorporated and made part of this ordinance by reference.

b. Company shall strictly adhere to the equal employment opportunity requirements of federal, state and local regulations, as amended from time to time.

c. No signals of a Class IV cable communications channel shall be transmitted from a subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the subscriber. The request for such permission shall be contained in a separate document with a prominent statement that the subscriber is authorizing the permission in full knowledge of its provision. Such authorization is required for each type or classification of Class IV cable communications activity planned; provided, however, that the Company shall be entitled to conduct systemwide or individually addressed "sweeps" for the purpose of verifying system integrity, controlling returnpath transmission, billing for pay service, or other lawful future services.

d. The Company, or any of its agents or employees, shall not, without the specific written authorization of the subscriber involved, sell, or otherwise make available to any party:

- (1) list of the names and addresses of such subscribers, or
- (2) any list which identifies the individual viewing habits of subscribers.

SECTION 1-19. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

ARTICLE II. CATV SYSTEM EXTENSION, OPERATION, OPERATION  
AND PROCEDURES

SECTION 2-1. SERVICE AVAILABILITY AND RECORD REQUEST

The Company shall provide cable communications service throughout the entire franchise area pursuant to the provisions of this franchise and shall keep a record for at least two (2) years of all requests for service received by the Company. This record shall be available for public inspection at the local office of the Company during regular office hours.

SECTION 2-1.1. UNDERGROUND WIRING

In case of new construction or property development where utilities are to be placed underground, the developer or property owner shall give the Company reasonable notice of such construction or development, and of the particular date on which trenching will be available for the Company's installation of conduit, pedestals or vaults, and laterals to be provided at Company's expense. The Company shall also provide specifications as needed for trenching.

Cost of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if the Company fails to install its conduit, pedestals, vaults or laterals within five working days of the date of trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenches is to be borne by the Company. Except for the notice of the particular date on which trenching will be available to the Company, any notice provided to the Company by the developer or owner of a preliminary plat request shall satisfy the requirement of reasonable notice if sent to the local general manager or system engineer of the Company prior to approval of the preliminary plat request.

In areas of the City where telephone and electric lines are already underground, the Company shall place its facilities underground at its own expense.

SECTION 2-1.2. LEVELS OF SERVICE AND SIGNAL CARRIAGE

The Company shall provide cable television programming services in three separate tiers. Separate rates shall be maintained, as provided in Article IV, for each tier of service.

- a. The first or basic service tier will offer the following programming:

	<u>Network</u>	<u>Origination</u>	<u>Call Letters</u>	<u>Regular Channel</u>	<u>Cable</u>
1.	ABC	Harrisonburg	WHSV	3	3
2.	Independent	Washington	WTTG	5	5
3.	CBS	Richmond	WTVR	6	6
4.	ABC	Richmond	WXEX	8	8
5.	CBS	Washington	WDVM	9	9
6.	NBC	Richmond	WWBT	12	12
7.	Independent	Washington	WDCA	20	13
8.	Public	Richmond	WCVE	23	7
9.	NBC	Charlottesville	WVIR	29	4
10.	Public	Harrisonburg	WVPT	51	11
11.	Local	Charlottesville	Local Origination	10	10
12.	Mini-Pay*	-	-	-	2

\*The mini-pay programming will only be available to those customers contracting for this service.

b. The second tier of service will offer the following programming as a minimum:

1. Madison Square Garden
2. C-SPAN
3. ESPN
4. SPN
5. Nickelodeon
6. AP-Sports and financial News
7. AP-National and International News
8. Black Entertainment Network
9. Christian Broadcasting Network
10. Public
11. Government
12. Educational

An additional four channels will be set aside for new programming as it becomes available.

c. The third tier of service will provide two channels for special pay television programming to include:

1. Home Box Office
2. Star Channel

A lockout device shall be provided for each customer who requests such a device for use on the converter needed for third tier services. The Company may charge the customer its actual cost for providing the lockout device.



d. All channels shall be available for service within 120 days of the date the franchise is signed.

In the event any of the foregoing required channels or signals ceases to operate, or becomes unavailable for other reasons beyond the Company's control, the Company shall immediately notify the City Manager of the reasons for such unavailability, and shall within 120 days thereafter substitute some signal that is reasonably comparable, consistent with applicable FCC regulations.

#### SECTION 2-2. INSTALLATION AND MAINTENANCE SERVICES

Company shall provide at least the following services for installation and maintenance.

##### a. Standard Installation

Standard installation consisting of an aerial drop, not exceeding one hundred fifty (150) feet, from a single pole attachment to the customer's residence. Drops in excess of one hundred fifty (150) feet, concealed wiring, and underground drops shall be charged according to the rate schedule in Article IV.

##### b. Project Prewiring

(1) Company shall provide service to prewired projects according to the terms and conditions and at rates provided in the rate schedule.

(2) The Company shall review and approve methods and materials, supply specifications, technical assistance, and materials according to the rate schedule in Article IV.

##### c. Deposits

The Company may require a deposit for materials and services according to the rate schedule in Article IV.

##### d. Additional Outlets

The Company shall provide additional outlets as customers may request according to the rate schedule in Article IV.

##### e. Transfers

When a current customer moved from one address within the franchised area to a second within the franchised area and there is no lapse in service, the Company shall transfer service at a rate according to the rate schedule in Article IV.

##### f. Reconnections

The Company shall restore service to customers wishing restoration of service, provided the customer shall first satisfy any previous obligations owed.

##### g. Relocation or Extension of Cable

When a current customer requests that an extension or relocation of said customer's cable service be made, the Company shall do so according to the rate schedule in Article IV.

#### h. Service Calls

Company shall provide CATV system repair service to customer's premises to test and repair service.

### SECTION 2-3. CONSTRUCTION AND TECHNICAL STANDARDS

#### a. Compliance with Construction and Technical Standards

The Company shall construct, install, operate and maintain its system in a manner consistent with all applicable laws, ordinances, construction standards, governmental requirements and FCC technical standards. The Company shall provide the City, upon request, with a written report of the results of the Company's annual proof of performance tests conducted pursuant to FCC standards and requirements.

#### b. Additional Specifications

Construction, installation and maintenance of the cable communications system shall be performed in an orderly and workmanlike manner. Cables and wires shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.

The Company shall at all times comply with:

- (1) The National Electric Safety Code (National Bureau of Standards);
- (2) The National Electrical Code (National Bureau of Fire Underwriters);
- (3) The Bell System Code of Pole Line Construction; and
- (4) Applicable FCC or other federal, state and local regulations.

In any event, the system shall not endanger or interfere with the safety of persons or property in the franchise area or other areas where the Company may have equipment located.

Any antenna structure used in the Company's cable communication system shall comply with construction, marking, and lighting standards for antenna structures required by the United States Department of Transportation.

All working facilities and conditions used during construction, installation and maintenance of the CATV system shall comply with the standards of the Occupational Safety and Health Administration.

Rf leakage shall be checked at reception locations for emergency radio services to prove no interference signal combinations are possible. Stray radiation shall be measured adjacent to any proposed aeronautical navigation radio sites to provide no interference is possible to airborne navigational reception in the normal flight patterns. FCC rules and Regulations shall govern.

The Company shall maintain equipment capable of providing standby power for headend, transportation and trunk amplifiers to the "hub" for a minimum of two hours.

The Company shall designate a channel which will be used for emergency broadcasts of both audio and video. The Company shall cooperate with the City in the use and operation of an emergency alert override system.

In the construction, installation and maintenance of its system, Company shall use steel, cable and electronic devices, all of specialized and advanced design and type. In the operation of its system, the Company will employ personnel with training, skill and experience in electronics and communications. It shall not be deemed a breach of this provision or of this franchise if Company shows what material or personnel are not available to Company due to war or similar national emergency.

#### SECTION 2-4. LOCATION AND MAINTENANCE STANDARDS

##### a. Power to Contract

Upon grant of this franchise to construct and maintain a CATV system in the City, the Company may enter into contracts with any public utility companies or any other owner or lessee of any poles located within or without the City for use of poles and posts necessary for proper installation of the system, obtain right-of-way permits from appropriate state, county or federal officials necessary to cross highways or roads under their respective jurisdictions to supply main trunk lines from the Company's receiving antennas, obtain permission from Federal Aviation Administration to erect and maintain antennas suitable to the needs of the system and its subscribers and obtain whatever other permits a city, county, state or federal agency may required.

##### b. Interference with Persons and Improvements

The Company's system, poles, wires, and appurtenances shall be located, erected and maintained so that none of its facilities shall endanger or interfere with the lives of persons, or interfere with any improvements the City may deem proper to make.

##### c. Minimum Interference with Public Ways

All transmission and distribution structures, lines and equipment erected by the Company within the City shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places.

##### c. (1) Notification

The Company shall notify the Director of Public Works in writing or by telephone at least forty-eight hours in advance of any proposed excavation in City streets or rights-of-way. Such notice shall include the time and place of the proposed excavation, in order to allow the City to locate and mark any City utility lines which may be in the vicinity of such excavation. Compliance by the Company with the provisions of the Virginia Underground Utilities Damages Prevention Act (Code of Virginia, Section 56-265.15, et seq.) shall be deemed compliance with the times of this section.

d. Restoration to Prior Condition

In case of any disturbance of the pavement or surface of any street, sidewalk, alley or driveway, the Company shall, at its own cost and expense and in a manner approved by the City, replace and restore such pavement or surface to as good condition as existed before such work was commenced, and in accordance with standards for such work set by the Director of Public Works. If the Company fails to make such adequate restoration of pavement within twenty-one days after written notice from the Director of Public Works the City may proceed to make such restoration and charge the cost thereof to the letter of credit as provided in Section 1-15.

e. Relocation of the Facilities

In the event that at any time during the period of this franchise the City shall lawfully elect to widen, improve, realign, change the grade of, any street, alley or public way, the Company, upon reasonable notice by the City or the Virginia Department of Highways and Transportation shall remove or relocate as necessary its poles, wires, cables, underground conduits, manholes and other fixtures. The expense of such relocation shall be borne by the Company.

f. Interference with Utilities

The Company shall not place poles or other fixtures where they will interfere with any gas, electric or telephone facilities or obstruct or hinder in any manner the various utilities serving the residents of the City.

g. Easements

All necessary easements over and under private property shall be arranged by the Company.

h. Tree Trimming

The Company shall not remove any tree within any street, alley, or public property without the prior consent of the City. All trimming of trees on public or private property by the Company or its agent or contractors shall be performed in accordance with the standards of the National Arborists' Association. The Company shall be responsible for any and all damages to any trees as a result of trimming, or to the land surrounding any trees which is trimmed or removed by the Company or its agents or contractors.

i. Maintenance of System

The Company shall maintain all parts of the system in good condition throughout the entire franchise period.

j. Efficient Service Repairs

The Company shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum system use.

k. Interference with Reception

Company shall not allow its cable or other operations to interfere with television reception of persons not served by Company.

SECTION 2-5. CONTINUITY OF SERVICE MANDATORY

a. It shall be the right of all subscribers to continue receiving service insofar as their financial and other obligations to the Company are honored. In the event that the Company elects to overbuild, rebuild, modify, or sell the system, or the City gives notice of intent to terminate or fails to renew this franchise, the Company shall make a reasonable effort to ensure that all subscribers receive continuous, uninterrupted service regardless of the circumstances.

In the event of a change of franchise, or in the event a new operator acquires the system, the Company shall make a reasonable effort to cooperate with the City and the new franchisee or operator in maintaining continuity of service to all subscribers. During such period, Company be entitled to the revenues of any period during which it operates the system.

b. In the event Company fails to operate the system for seven (7) consecutive days without prior approval of the City or without just cause, the City may, at its option, operate the system or designate an operator until such time as Company restores service under conditions acceptable to the City, or a permanent operator is selected. If the City is required to fulfill this obligation for the Company, the Company shall reimburse the City for all reasonable costs or damages, in excess of revenues from the system received by the City, that are the result of the Company's failure to perform.

SECTION 2-6. COMPLAINT PROCEDURE

a. During the term of this franchise, and any renewal thereof, the Company shall maintain within the City a local business office for the purpose of receiving and resolving all complaints regarding the quality of service, equipment malfunctions, and similar matters. The office must be reachable by a local, toll-free telephone call. The Company shall provide the City with the telephone number of the Company's agent to receive complaints regarding quality of service, equipment malfunctions and similar matters. The local office shall be open to receive inquiries or complaints from subscribers during normal business hours, and in no event less than 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Company shall provide the means to accept complaint calls from 8:00 a.m. to 11:00 p.m., seven days a week. Any service complaints from subscribers shall be investigated and acted upon as soon as possible. Any service complaint shall be resolved within three working days. Upon request by a subscriber, the Company shall credit that subscriber's account on a prorata basis for loss of service exceeding forty-eight hours after notification. The Company shall keep a maintenance service log which will indicate the nature of each service complaint, the date and time it was received, the disposition of said complaint and the time and date thereof. This log shall be maintained for two years and shall be made available for periodic inspection by the City Manager or his designee.

b. As new subscribers are connected to the system, the Company shall, by appropriate means, such as a card or brochure, furnish information concerning the procedures for making inquiries or complaints, including business address and local telephone number to which such inquiries or complaints are to be addressed.

SECTION 2-7. COMPANY RULES AND REGULATIONS

The Company shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Company to exercise its rights and perform its obligations under this franchise, and to assure an uninterrupted service to each and all of its customers. Provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions of this franchise or applicable State and Federal laws, rules and regulations.

SECTION 2-8. PAYMENT OF FEE

a. The franchise fee required under Section 1-9 shall be payable quarterly, to the City Treasurer. When paying the fee the Company shall file with the Treasurer a complete and accurate verified statement of all gross receipts within the City during the period for which said quarterly payment is made. Such payment shall be made to the City not later than forty-five days after the expiration of the quarter when due.

b. The City shall have the right to inspect the Company's income records and the right to audit and recompute any amounts determined to be payable under this ordinance; provided, however, that such audit shall take place within thirty-six months following the close of each of the Company's fiscal years. Any additional amount due to the City as a result of the audit shall be paid within thirty days following written notice to the Company by the City. The notice shall include a copy of the audit report.

c. In the event that any franchise payment or recomputed amount, cost or penalty, is not made on or before the applicable date specified by this section, interest shall be chargeable daily from such date at the annual rate of twelve percent (12%).

SECTION 2-9. TRANSFER OF OWNERSHIP OR CONTROL

a. This franchise shall not be assigned or transferred, either in whole or in part, or leased, sublet, or mortgaged in any manner, nor shall legal or equitable title thereto, or any right, interest or property therein, pass to or vest in any person without the prior written consent of the City. The Company may, however, transfer or assign the franchise to a wholly-owned subsidiary of the Company and such subsidiary may transfer or assign the franchise back to the Company without such consent. Any proposed assignee must show financial responsibility as determined by the City and must agree to comply with all provisions of the franchise. The City shall be deemed to have consented to a proposed transfer or assignment in the event its refusal to consent is not communicated in writing to Company within sixty days following receipt of written notice of the proposed transfer or assignment.

b. The Company shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of, control of the Company. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Company shall make the franchise subject to cancellation unless and until the City shall have consented thereto, but such consent will not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City may inquire into the qualifications of the prospective controlling party, and the Company shall assist the City in any such inquiry.

c. The consent or approval of the Council to any transfer of the Company shall not constitute a waiver or release of the rights of the City in and to its streets or other public property and any transfer shall by its terms, be expressly subordinate to the terms and conditions of this franchise.

d. In no event shall a transfer of ownership or control be approved unless the successor in interest becomes a signatory to this franchise agreement.

#### SECTION 2-10. AVAILABILITY OF BOOKS AND RECORDS

The City shall have the right to inspect the books, records, maps, plans and other like materials of the Company applicable to its Charlottesville CATV system, at any time during normal business hours; provided that where volume and convenience necessitate, Company may require inspection to take place on Company premises.

#### SECTION 2-11. OTHER PETITIONS AND APPLICATIONS

Copies of all petitions, applications, communications and reports submitted by the Company to the Federal Communication Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting cable television operations authorized pursuant to the franchise, shall be provided to City no later than the filing date for such petitions, applications, communications and reports.

#### SECTION 2-12. FISCAL REPORTS

The Company shall file annually with the City Manager, no later than one hundred twenty days after the end of the Company's fiscal year, a copy of a financial report applicable to the Charlottesville CATV system including an income statement applicable to its operations during the preceding twelve month period, a balance sheet, and a statement of its investment in such properties on the basis of original cost, less applicable depreciation and identifying the method of calculating such depreciation. These reports shall be certified as correct by an authorized officer of the Company, and there shall be submitted along with them such other reasonable information as the City shall request with respect to the Company's properties and expenses related to its CATV system operations within the City.

SECTION 2-13. REMOVAL OF CATV SYSTEM

At the expiration of the term of which this franchise is granted, or upon its termination as provided therein, Company shall forthwith, after notice by City, remove at its own expense all designated portions of the CATV system from all highways, sidewalks, easements, dedications and public property within the City. If Company fails to do so, City may perform the work at Company's expense.

ARTICLE III. ADMINISTRATION AND REGULATIONS

SECTION 3-1. RESERVATION OF CITY'S POWERS

a. In addition to the inherent powers of the City to regulate and control this franchise, and those powers expressly reserved by the City, or agreed to and provided for herein, the right and power is hereby reserved by the City to adopt such additional general ordinances or regulations as it shall find necessary in the exercise of its lawful police and taxing powers. In the event of a conflict between this franchise ordinance and such other provisions, the more restrictive provision shall be deemed controlling.

SECTION 3-2. APPLICATION PROCEDURE

Except as otherwise specifically provided for herein, following the adoption and acceptance of this franchise, all applications by the company such as for changes in rates, services, transfer of ownership, or proposed changes in regulations or ordinances, as otherwise authorized by or made pursuant to this franchise, shall be made and processed according to the following procedure:

a. Applications shall be in a form containing sufficient facts and information acceptable to the City.

b. An application may be rejected for inadequacy by City if it contains an inadequate description of what is being applied for, is not in an acceptable form, or contains insufficient facts and information for adequate consideration.

c. A rejection of an application for inadequacy shall be in writing by notice which shall state the deficiencies. The notice shall not be construed to limit further and different deficiencies or subsequent applications.

SECTION 3-3. PERFORMANCE EVALUATION

a. The City and the Company shall hold scheduled performance evaluation sessions within thirty (30) days of the second and fourth anniversary dates of the Company's award of the franchise and as required by Federal and State law.

b. Special evaluation sessions may be held at any time during the term of the franchise at the request of the City or the Company.



c. Topics which may be discussed at any scheduled or special evaluation session may include, but not be limited to, service rate structures, franchise fee; penalties; free or discounted services; application of new technologies; system performance; services provided; programming offered; customer complaints; privacy; amendments to this ordinance; judicial and FCC rulings; line extension policies; and Company or City rules.

d. During a review and evaluation by the City, the Company shall fully cooperate with the City and shall provide such information and documents as the City may need to reasonably perform the review.

e. If at anytime during its review, the City determines that reasonable evidence exists of inadequate CATV system performance, it may require the Company to perform tests and analysis directed toward such suspected inadequacies. The Company shall fully cooperate with the City in performing such testing and shall prepare results and a report, if requested, within thirty days after notice. Such report shall include the following information:

- (1) The nature of the complaint or problem which precipitated the special tests.
- (2) What system component was tested.
- (3) The equipment used and procedures employed in testing.
- (4) The method, if any, in which such complaint or problem was resolved.
- (5) Any other information pertinent to said tests and analysis which may be required.

The City may require that tests be supervised, at the Company's expense, by a professional engineer, not on the permanent staff of the Company. The engineer should sign all records of special tests and forward to the City such records with a report interpreting the results of the tests and recommending action to be taken.

#### SECTION 3-4. SUPERVISION OF THE FRANCHISE

The City Manager or his designee shall be responsible for the continued administration of this franchise ordinance.

#### SECTION 3-5. PENALTIES

Commencing thirty days after the adoption of a resolution by City Council finding that the Company is failing to comply with any provision of this franchise, the City shall be entitled to a penalty payment from the Company of \$100 for each day such non-compliance continues. Such penalty shall be chargeable to the letter of credit posted by the Company to insure compliance herewith. The right to assess this penalty shall be in addition to, and not in lieu of, the City's other rights under this franchise ordinance.

SECTION 3-6. TERMINATION

a. In addition to all other rights and powers retained by the City under this franchise or otherwise, the City reserves the right to terminate the franchise and all rights and privileges of the Company hereunder in the event of a substantial breach of its terms and conditions. A substantial breach by Company shall include, but shall not be limited to the following:

- (1) Violation of any material provision of the franchise or any material rule, order, regulation or determination of the City made pursuant to the franchise;
- (2) Attempt to evade any material provision of the franchise or practice any fraud or deceit upon the City or upon subscribers or customers;
- (3) Failure to provide the types of services promised herein;
- (4) Failure to restore service after ninety-six (96) consecutive hours of interrupted service, except when approval of such interruption is obtained from the City; or
- (5) Material misrepresentation of fact in the application for or negotiation of the franchise.

b. The foregoing shall not constitute a major breach if the violation occurs but it is without fault of the Company or occurs as a result of force majeure. The Company shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

c. The City may make a written demand that the Company comply with any such provision, rule, order, or determination under or pursuant to this franchise. If the violation by the Company continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City may place the issue of termination of the franchise before the City Council. The City shall cause to be served upon Company, at least twenty (20) days prior to the date of such Council meeting, a written notice of intent to request such termination and the time and place of the meeting. Public notice shall be given of the meeting and issue which Council is to consider.

d. The City Council shall hear and consider the issue and shall hear any person interested therein, and shall determine in its discretion, whether or not any violation by the Company has occurred.

e. If the City Council shall determine the violation by the Company was the fault of Company and within its control, the City Council may, by resolution, declare that the franchise of the Company shall be forfeited and terminated unless there is compliance within thirty days or such longer period as the City Council may fix, provided, that no opportunity for compliance need be granted in the case of fraud or misrepresentation.

f. The issue of forfeiture and termination shall automatically be placed upon the City Council agenda at the expiration of the time set by it for compliance. The Council they may terminate the franchise forthwith upon finding that Company has failed to achieve compliance, or may further extend the period, in its discretion.

#### SECTION 3-7. FORECLOSURE

Upon the foreclosure or other judicial sale of all or a substantial part of the CATV system, or upon the termination of any lease covering all or a substantial part of the CATV system, the Company shall notify the City of such fact, and such notification shall be treated as a notification that a change in control of the Company has taken place, and the provisions of this franchise governing the consent of the City Council to such change in control of the Company shall apply.

#### SECTION 3-8. RECEIVERSHIP

The City Council shall have the right to cancel this franchise one hundred twenty days after the appointment of a receiver, or trustee, to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty days, or unless:

a. Within one hundred twenty days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this ordinance and remedied all defaults thereunder; and

b. Such receiver or trustee, within said one hundred twenty days, shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this ordinance and the franchise granted to the Company.

#### SECTION 3-9. COMPLIANCE WITH STATE AND FEDERAL LAWS

Notwithstanding any other provisions of this franchise to the contrary, the Company shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof. Provided, however, if any such state or federal law or regulation shall require the Company to perform any service, or shall permit the Company to perform any service, or shall prohibit the Company from performing any service, in conflict with the terms of this franchise or of any law or regulation of the City, then as soon as possible following knowledge thereof, the Company shall notify the City Manager of the point of conflict believed to exist between such regulation and law and the laws or regulations of the City or this franchise.

If the City Council determines that a material provision of this ordinance is affected by any subsequent action of the state or federal government, the City Council shall have the right to modify any of the provisions herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this agreement.

#### ARTICLE IV. RATES

##### SECTION 4-1. GENERAL STATEMENT AS TO RATES

All rates established by this ordinance have been agreed to by the Company as part of the consideration for the granting of this franchise. Except where future increases are specifically provided for in this article, the rates hereby established shall remain in effect for the entire term of this agreement, and higher rates shall not be charged by the Company to any subscriber within the franchise area. Rates for monthly service charges to the several levels of service shall be applied uniformly to all subscribers and shall not be discounted or reduced for any subscriber except as specifically permitted by this article. Rates for connection charges and other one-time charges established by this article shall be deemed to be maximum rates, which may be reduced by the Company for promotional or other reasons, at the Company's discretion, provided such reductions are offered on a fair and non-discriminatory basis.

##### SECTION 4.2. MONTHLY SERVICE CHARGES

a. The following monthly rates are hereby fixed and established for each level or tier of service as defined in Section 2-1.1, and for the respective indicated calendar years during which this franchise will be in effect.

<u>Level or Tier of Service</u>	<u>Monthly Charge During</u>				
	<u>1980</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>	<u>1984</u>
1st Tier or Basic Service	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25
Second Tier	1.75	1.75	2.00	2.25	2.50
Third Tier*	7.95*	7.95*	7.95*	7.95*	7.95*
Mini-Pay **	3.95**	3.95**	3.95**	3.95**	3.95**

\* The third tier consists of at least two optional "Pay-TV" channels, with the stated price being the monthly charge for either such channel. The Company and the City understand and agree that the price for such services is not subject to local control, that such price may be raised or lowered without City consent, and that it is stated in this ordinance for informational purposes only.

\*\* Mini-pay consists of an optional "Pay-TV" Channel, with the stated price being the monthly charge for such channel. The Company and the City understand and agree that the price for such service is not subject to local control, that such price may be raised or lowered without City consent, and that it is stated in this ordinance for informational purposes only.

b. Rates stated in this section are for the first outlet in a residential dwelling unit (whether a single family residence, or a unit in a multiple-family dwelling), or the first outlet in an individual business or commercial premises.

c. Neither second, third nor mini-pay tiers of service shall be available unless the subscriber purchases the basic or first tier service.

d. Notwithstanding the provisions of subsection a, apartment units which have heretofore been billed at a "commercial" rate of \$3.50 per month per unit shall pay a monthly service charge of \$4.25 per unit until October 1, 1981. Thereafter such units shall be billed at the standard monthly rate.

#### SECTION 4-3. ADDITIONAL OUTLETS

The monthly charge shall be \$1.50 for additional outlets to receive the basic service in a dwelling unit or individual business premises.

#### SECTION 4-4. CONVERTER DEPOSIT

The Company may charge a maximum deposit of \$15.00 for each converter required for the provision of second and third tier services. Such deposit shall be refunded in full if the subscriber returns the converter in the same condition, normal wear and tear excepted, when service is terminated.

#### SECTION 4.5. FM RADIO SERVICE

The Company shall provide a connection for all-band FM radio reception for each outlet receiving one or more tiers of CATV service, for a monthly charge of \$1.50 per outlet.

#### SECTION 4-6. CONNECTION AND RECONNECTION CHARGES

The following maximum charges are hereby established for the types of connection and reconnection services hereinafter set forth, each of which shall be provided by the Company within a reasonable period of time after subscriber requests.

##### (a) Standard Connection

For an overhead drop up to 150 feet from a trunk line, to provide first outlet, basic service to a dwelling unit or business premises the maximum installation charge shall be \$25.00.

##### (b) Additional Outlets

For each additional basic service outlet to a dwelling unit or business premises the maximum installation charge shall be \$10.00.

(c) FM Radio Connection

For each connection to provide FM Radio service to a subscriber receiving CATV service, the maximum connection charge shall be \$10.00.

(d) Non-Standard Connections

For installation of overhead basic service connection to a dwelling unit or business premises in excess of 150 feet from the Company's trunk line, or for underground installation of a basic service connection the maximum connection charge shall be \$25.00 plus the amount by which the Company's documented actual cost of such connection exceeds \$25.00. Provided that in areas of the City in which electric, telephone and CATV lines are already underground, there shall be no such additional charge for underground connections.

(e) Connections for Additional Service Levels

- (1) For installation of 2nd tier or mini-pay service to an outlet already receiving 1st tier service, the maximum connection charge shall be \$19.95.
- (2) For installation of 3rd tier service to an outlet already receiving 2nd, or 1st tier service the maximum connection charge shall be \$19.95.
- (3) For installation simultaneously of 2nd, 3rd tier and/or mini-pay to an outlet already receiving 1st tier service, the maximum connection charge shall be \$19.95.
- (4) For simultaneous installation of 1st, 2nd, 3rd tier and/or mini-pay service the maximum connection charge shall be \$25.00.

(f) Relocation Charge

For relocation of an outlet within a dwelling unit or place of business the maximum charge shall be \$10.00.

(g) Transfer Charge

For transfer of a subscriber's service from one location to another location already wired for cable service within the franchise area, the maximum charge shall be \$10.00.

(h) Reconnection Charge.

For reconnection of a subscriber's service at the same location, after disconnection at the subscriber's request or due to non-payment, the maximum charge shall be \$10.00, provided that if disconnection was due to non-payment the subscriber shall first pay any outstanding balance due.

## (i) Charge for Internal Wiring of Certain Installations

For providing internal wiring of hotels, motels, hospitals, apartment buildings, nursing homes and similar facilities, the Company shall be entitled to charge the property owner, or builder in addition to the standard connection fee, the amount by which its actual documents cost of such installation exceeds the standard connection fee. Provided, however, that the monthly service charges for such installation shall in no way be based upon whether or not the Company has performed such internal wiring. Such monthly charges shall be governed by the standard provisions of Section 4-2, 4-3 and 4-5.

SECTION 4-7. FREE SERVICE TO CERTAIN INSTALLATIONS

The Company shall provide one free outlet for first and second tier service (including converter) in a location designated by the City Manager, and shall maintain such outlet without monthly service charges. The Company shall provide one outlet to each of the City's School Buildings at no monthly service charge and shall provide a second tier converter for each school's use. Such free service shall be deemed a part of the consideration for the granting of this franchise.

## ARTICLE V. RENEWAL OF FRANCHISE

SECTION 5.1. APPLICATION

The Company may apply for renewal of the franchise no earlier than two (2) years before the expiration date. If Company proposes newer or improved services which do not fall within the scope of this franchise, Company may apply at any time for a franchise amendment to commence earlier than the expiration date of this franchise.

Such application shall be adequate and in a form acceptable to the City and should include the applicant's present name, business address, business form and proposal including types of service and operation, technical standards, and any other proposed amendments.

SECTION 5-2. GRANT OF FRANCHISE RENEWAL

If, based upon Company's performance during this franchise term, the proposal study and other available information, City Council finds a renewal of the franchise with Company to be in the public interest, Council may but is not in any way obligated to enter into a renewal of the franchise with Company under specified terms and conditions and for a term of not more than five years.

Adopted by the Council

February 4, 1980

Ayes: Mr. Albro, Mr. Brunton, Mr. Buck,  
Mr. Gatewood and Mrs. O'Brien. Noes:  
None.

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Clerk

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President

AN ORDINANCE GRANTING A NON-EMERGENCY AMBULANCE SERVICE FRANCHISE TO THE YELLOW AMBULANCE COMPANY TO PROVIDE NON-EMERGENCY SERVICE BASED WITHIN THE LIMITS OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, FOR A PERIOD BEGINNING FEBRUARY 1, 1980 AND ENDING DECEMBER 31, 1984.

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that the Yellow Ambulance Company shall have the exclusive right, privilege and duty to operate a non-emergency ambulance service available to the general public for hire based within the city limits of the City of Charlottesville for the period beginning February 1, 1980 and ending December 31, 1984, in accordance with all present and future laws of this State and ordinances of this City and in accordance with the terms of a contract and permit between the Yellow Ambulance Company and the City of Charlottesville for the said operation, with the execution of said contract and permit being authorized by a resolution of this Council. Said contract and permit shall be incorporated by reference into this ordinance and a certified copy of the same shall be attached to, and made a part of, this ordinance.

Adopted by the Council  
February 19, 1980  
Ayes: Mr. Albro, Mr. Brunton, Mr. Buck, Mr. Gatewood and Mrs. O'Brien  
Noes: None.

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Acting Clerk

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President