

INTRODUCED: January 12, 2026

AN ORDINANCE No. 2026-016

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Coliseum Parking License Agreement between the City of Richmond, as licensor, and Virginia Commonwealth University, as licensee, for the purpose of leasing 200 parking spaces at the City-owned parking facility located at 501 North 7th Street.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 26 2026 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Coliseum Parking License Agreement between the City of Richmond, as licensor, and Virginia Commonwealth University, as licensee, for the purpose of leasing 200 parking spaces at the City-owned parking facility located at 501 North 7th Street. The Coliseum Parking License Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

O&R Transmittal

DATE: November 12, 2025

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Danny Avula, Mayor

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Letitia Shelton, Director of Finance

THROUGH: Alfred Wiggins, Deputy Chief Administrative Officer for Operations

FROM: Gail Johnson, Director of General Services

RE: **TO AUTHORIZE THE CHIEF ADMINNISTRATIVE OFFCER TO EXECUTE A PARKING LICENSE AGREEMENT FOR 501 NORHT 7TH STREET**

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer (CAO) to execute a parking license agreement, on behalf of the City, which the City will lease two hundred (200) parking spaces. The number of spaces requested may increase to as many as increasing to as many as two hundred and fifty (250) parking spaces. at 501 North 7th Street from 5:50 am to 7:30 pm, Monday through Friday, during the term of the attached license agreement to Virginia Commonwealth University (VCU).

BACKGROUND: VCU is requesting parking for two hundred (200) parking spaces. Increasing to as many as two hundred and fifty (250) parking spaces. The use of the parking spaces shall be from 5:30 am to 7:00 pm, Monday through Friday, for one year beginning in January 2026 with up to four consecutive one-year renewal, not to exceed five years. VCU's current license agreement has expired. VCU has parked vehicles in the Coliseum Garage at 501 North 7th Street since the construction of the perking garage in 1992.

COMMUNITY ENGAGEMENT: None

STRATEGIC INITATIVES AND OTHER GOVERNMENTAL: None

FISCAL IMPACT: No additional cost to the City.

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: January 12, 2026

CITY COUNCIL PUBLIC HEARING DATE: January 26, 2026

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development (January 21, 2026)

AFFECTED AGENCIES: NA

RELATIONSHIP TO EXISTING ORD. OR RES.: NA

ATTACHMENTS: Draft Ordinance

STAFF: Lynne Lancaster (804-646-6006) Deputy Director

COLISEUM PARKING LICENSE AGREEMENT

Section I Parties

This License Agreement (“License”) dated November __, 2025, is made between the **City of Richmond, Virginia**, a municipal corporation and political subdivision of the Commonwealth of Virginia as “Lessor” (“City”), and **Virginia Commonwealth University**, a corporation and an institution of higher education of the Commonwealth of Virginia, as “Licensee,” each a “Party” and referred to collectively herein as the “Parties.”

Lessor owns real property located at 501 North 7th Street, Richmond, Virginia, known as the “Coliseum Parking Deck (“Premises”), and Licensee desires to license parking spaces at the Premises for use by its students, agents, faculty, employees, and invitees, together collectively referred to herein as its “Invitees.”

Section II Licensed Space

Lessor hereby licenses to Licensee and Licensee hereby licenses from Lessor the use of two hundred (200) non-exclusive parking spaces (the “Licensed Space”) 24 hours per day, seven (7) days a week during the Term (as defined hereinafter). Each Party reserves the right to reduce or change the Licensed Spaces or the number of parking spaces available to Licensee at any time during the Term upon a minimum of ninety (90) days' advance written notice sent by the Lessor. If the number of parking spaces available to Licensee is reduced, the License Fee defined herein owed by Licensee to Lessor shall be reduced in an amount corresponding to the reduction in available parking spaces. No bailment shall be created by this License.

Section III Term; Termination For Convenience

The term of this License shall commence **February 1, 2026**, and unless earlier terminated or otherwise extended, shall expire at 11:59 p.m. on **January 31, 2027** (the “Initial Term”). The Initial Term or any Renewal Term of the License as defined herein are collectively referred to as the “Term”. Unless otherwise terminated herein, this License shall automatically renew without notice and continue for a maximum of four (4) consecutive years after the expiration of the Initial Term. Each additional term after the Initial Term shall be a *Renewal Term*. Under no circumstances shall this License be in effect for more than five (5) total years.

Either Party shall have the right to terminate this License Agreement upon ninety (90) days' advance written notice sent to the other Party at any time during the Term.

Section IV License Fee

The initial license fee for the Term is **Seventy-Five and 00/100 Dollars (\$75.00)** per Licensed Space per month (the “*License Fee*”), which amount shall be due and payable on the fifteenth day of each month during the Term. The initial monthly License Fee shall be Fifteen Thousand and 00/100 Dollars (\$15,000.00) per month for 200 Licensed Spaces for the Initial Term. The License Fee is subject to change by the Lessor one time per calendar year, where no increase may exceed three percent (3%) from the prior year upon a minimum of sixty (60) days' advance written notice sent to the Licensee. Any change in the License Fee shall be effective the first day of the month following the date of the increase as provided in the notice.

Section V Use of Licensed Space

The Licensed Spaces shall be used solely for parking by Licensee’s Invitees (the “*Permitted Use*”) and for no other purpose without Lessor’s consent in its sole discretion. Overnight parking is not permitted. The Permitted Use shall not include parking made available to the general public.

Section VI Prohibition Against Waste, Nuisance, Damage, or Unlawful Use

Licensee and its Invitees shall not commit or allow to be committed any waste on the Licensed Spaces, create or allow any nuisance to exist on the Licensed Spaces, impede or interfere with Lessor’s title, possession, or operation of the Licensed Spaces, or use or allow the Licensed Spaces to be used for any unlawful purpose.

Licensee and its Invitees shall not damage the Licensed Spaces and shall not negligently or intentionally allow the Licensed Spaces to be damaged. Licensee shall be responsible for all negligent acts and omissions of its employees and agents causing damage to the Licensed Spaces.

Should Licensee fail to comply with the provisions of this License, and Lessor incurs costs, expenses, or charges due to such failure to comply, Licensee agrees to be responsible for the same to the extent permitted by law. Nothing herein constitutes a waiver of the sovereign immunity of the Commonwealth of Virginia.

This Section VI shall survive the termination or revocation of this License.

Section VII Operating Covenants of Licensee

A. Licensee and Lessor agree to the use of access cards, which will not be coded with a time zone in Lessor’s access system. Licensee shall pay to Lessor a nonrefundable, one-time fee of **Twenty-Five and 0/100 Dollars (\$25.00)** per access card issued. This fee shall be due and payable upon issuance of each card. Additional cards requested by Licensee shall be subject to the same

fee. Replacement of lost, stolen, or damaged cards may also be subject to the same one-time fee, at Lessor's discretion.

B. Licensee shall immediately notify Lessor of any damage caused to the Licensed Spaces and provide Lessor with any information in its possession indicating whether the damage was caused by Licensee's Invitees or another party.

C. Licensee shall be responsible for handling all matters pertaining to Invitees, including questions and complaints and at the Premises.

D. Licensee shall be responsible for the replacement of any signs that are stolen, defaced, or damaged, whether by vandalism or otherwise, that were installed by the Licensee in the Licensed Spaces.

E. Licensee, at its option, may provide Lessor with operating procedures that set forth how it will conduct its operations at the Licensed Spaces, including scheduling, handling of emergencies, security procedures, responsibility and process for unclaimed, lost, damaged, stolen or forgotten personal property and other personal items, and such other matters as the Lessor may require.

E. Licensee shall manage the Licensed Spaces in a way to encourage its Invitees to abide by the laws of the City of Richmond, the Commonwealth of Virginia and the United States Government in its use of the Licensed Spaces including, but not limited to, criminal laws, traffic laws and laws governing the use and parking of vehicles including buses and any, rules or regulations promulgated by the Virginia Department of Transportation and/or the Federal Department of Transportation.

F. Should Licensee become aware or be notified that Invitees are parking illegally or otherwise utilizing parking on Lessor's property outside of the Licensed Spaces, it shall inform the Lessor or its designated agent. Upon the reasonable request of the Lessor, Licensee shall take all such reasonable steps within its control to prevent any such illegal parking.

G. Subject to the privacy rights of its Invitees, and such laws and regulations addressing such rights, upon request of Lessor, Licensee shall deliver to the requesting party any information in its possession related to the use of the Licensed Spaces and any information related this License Agreement, including but not limited to any information related to its Invitees and any information related to payments of the License Fee.

H. Upon the request of Lessor, but only during the weekends, Licensee's Invitees shall vacate the Licensed Spaces and ensure that its Invitees vacate the Licensed Spaces so that Lessor may use the Licensed Spaces for special events parking or any other use in its sole discretion. Licensee shall not be reimbursed for this time.

I. Licensee, , may install, maintain, and operate an emergency phone system to serve the Licensed Spaces. Licensee shall maintain the emergency phone system so it is fully operational

during the entirety of the Term. Upon termination of the License, the Licensee shall remove the emergency phone system without damage to City property.

Section VIII **Delivery, Acceptance, and Surrender of Licensed Spaces**

The Licensed Spaces are hereby made available to and accepted by the Licensee in "AS IS" condition. Licensee agrees to surrender the Licensed Spaces to Licensor at the end of the Term, or upon revocation, in the same condition as when Licensee took possession at its sole cost and expense, allowing for reasonable use and wear, and damage by acts of God, including fire and storms. This Section VIII shall survive the termination or revocation of this License.

Section IX **Posting of Signs, Awnings, or Marquees by Licensee**

Licensee shall not construct or place, or permit to be constructed or placed, signs, symbols, displays, advertisements, decorations, awnings, marquees, or structures on the Licensed Spaces unless approved by Licensor in its sole discretion. Any signs, symbols, displays, advertisements, decorations, awnings, marquees, or structures placed on the Licensed Spaces shall comply with all federal, state and City laws rules and regulations governing the same, including but not limited to City zoning laws. Licensee agrees to remove all signs, symbols, displays, advertisements, decorations, awnings, marquees, or structures placed on the Licensed Space by Licensee at its sole cost and expense within thirty (30) day of the end of the Term, and to restore that portion of the Premises on which they were placed in the same condition as before their placement including the repair of any damages caused by said removal at its sole cost and expense. This Section IX shall survive the termination or revocation of this License.

Section X **Insurance**

A. General Insurance Requirements

Licensee shall maintain, at its own cost and expense, during the entire Term and for any other period it benefits under this License, the following types of self-insurance.

- (1) **Worker's Compensation** - A policy complying with the requirements of the statutes of the Commonwealth of Virginia (Virginia Code §§ 65.2 *et. seq.*) provided through the Commonwealth of Virginia's self-insurance program.

If use of the Licensed Spaces by Licensee calls for any exposure or work to be performed that comes under the jurisdiction of the Federal Employers' Liability Act, contractors shall be required to provide coverage for these requirements.

- (2) **Commercial General Liability** - Licensee shall provide a valid Certificate of Insurance demonstrating additional insurance coverage maintained, providing the following limits:

\$6,000,000 General Aggregate
\$1,000,000 Personal and Advertising Injury
\$2,000,000 Each Occurrence
\$ 100,000 Damage to Premises.

(3) Self-Insurance – Virginia Commonwealth University (VCU) and its officials, officers, employees, and agents are protected from liability through a program of self-insurance administered by the Commonwealth of Virginia Department of the Treasury, Division of Risk Management. This program is authorized in Sections 2.2-1837, 2.2-1838, 2.2-1839, 8.01-195.4, 8.01-195.5, and 8.01-195.6 of the *Code of Virginia* and approved by the Governor of Virginia through the Virginia Risk Management Program, which coverage shall be in the maximum amount provided by law in the event of liability for injury, loss or damage of the Licensed Spaces during the Term. Licensee shall provide a valid Certificate of Insurance listing the insurance coverage maintained under its self-insurance program.

Coverage is for all claims, demands, damages, judgments or liabilities of any nature under state or federal law resulting from bodily injury, death, personal injury or property damage. Legal defense is provided by the Virginia Office of the Attorney General. The statutory limit of liability for claims against VCU is \$100,000. The statutory limit of liability for claims against individuals is \$2,000,000. This coverage is on an occurrence basis without an annual aggregate.

Nothing contained in this Agreement shall be construed to impose liability upon Licensee based on torts except as permitted by the Virginia Tort Claims Act.

Section XI Liability

A. Licensee's Liability

Licensee shall be liable, to the extent permitted by law, for all damages to persons, including its Invitees, and property of any type, arising out of the use of the Licensed Spaces and the negligent acts or omissions of Licensee and its Invitees.

B. Licensor's Liability

Licensor shall be liable, to the extent permitted by law, for all damages to persons, including Licensee's Invitees, and property of any type, arising out of the negligent acts or omissions of Licensor and its agents.

C. Limitation

Nothing in this Section XI or elsewhere in this License shall be construed as a waiver of either sovereign immunity by either party or as agreement by either party to indemnify the other.

Section XII Assignment

Licensee agrees not to assign or sublicense the Licensed Spaces or any part thereof, or any right or privilege connected therewith, or allow any other person except Licensee's Invitees to occupy the Licensed Spaces or any part of the Licensed Spaces, without Licensor's prior written consent, which consent may be withheld in its sole discretion. Any consent by Licensor shall not be consent to a subsequent assignment, sublicense, or occupation by other persons. Licensee's unauthorized assignment or sublicense shall be void, and further, Licensor, at its sole option, may revoke this License at Licensor's option. Licensee's interest in this License is not assignable by operation of law, nor is any assignment of Licensee's interest, without Licensor's written consent .

Section XIII

Effect of Licensor's Waiver of Covenants

Licensor's or Licensee's waiver of breach of one covenant or condition of this License is not a waiver of a breach of other covenants or conditions, nor is it a waiver of a subsequent breach of the covenant or condition waived.

Section XIV Licensor's Remedies on Default

If Licensee defaults in the payment of the License Fee or amount payable hereunder, or defaults in the performance of any of the other covenants or conditions of this License, Licensor may terminate and revoke this License upon written notice given by Licensor. This shall in no way limit Licensor's right to terminate and revoke this license at will as set out in Section III.

Section XV Special Licensor Provisions

A. Agreement in Entirety

This License represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This License may be amended only by written instrument signed by both Parties.

B. Breach of Contract

If the Licensee shall fail, refuse or neglect to comply with the terms of this License, such failure shall be deemed a total breach of contract and the Licensee shall, in addition to all the Licensor's rights set out herein, be subject to legal recourse by Licensor to the extent permitted by law.

Licensee acknowledges that Lessor is the recipient of federal grant funds through the Federal Transit Administration (FTA), and Licensee agrees it will take no action that impedes or prevents Lessor from complying with all federal obligations arising from its status as the recipient of said grant funds. Any such act or omission, whether knowing or unknowing at the time of the act or omission, will be considered a breach of this License.

The duties and obligations imposed by this License and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Lessor shall constitute a waiver of any right or duty afforded under this License, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach hereunder, except as may be specifically agreed in writing.

C. Governing Law

This License shall be deemed to have been made in, and be construed in accordance with, the laws of the Commonwealth of Virginia. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this License, respecting its alleged breach, shall be instituted only in the Circuit Court of Richmond, Virginia or the United States District Court for the Eastern District of Virginia, as applicable.

D. Non-Discrimination

- (1) Civil Rights. Licensee agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; 49 U.S.C. § 5332; and 49 C.F.R. Part 21, and any other implementing requirements which the United States Department of Transportation (USDOT) and/or the FTA have issued or may issue. These federal laws provide in part that no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity included in or resulting from this License.
- (2) Americans With Disabilities Act (ADA). Licensee agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990(ADA), as amended, 42 USC § 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any other implementing requirements which the USDOT and/or the FTA have issued or may issue. These federal laws provide in part that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this License. Notwithstanding this section, Licensee shall have no responsibility to ensure the physical conditions of the Licensed Spaces comply with the ADA, except that Licensee shall take no action to cause the physical conditions of the Licensed Spaces or any means any means of ingress or egress to the Licensed Spaces to become out of compliance with the ADA.

(3) Equal Employment Opportunity. Licensee agrees to comply with all equal employment opportunity (EEO) provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e; 49 U.S.C. §5332; and any other implementing requirements which the USDOT and/or the FTA have issued or may issue. Licensee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. Licensee agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

E. Environmental and Hazardous Materials

The Parties shall not cause or permit the escape, disposal, or release of any chemical, biologically active, or other hazardous substances or materials. The Parties shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or in compliance with the prevailing standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into or unto the Licensed Spaces any such materials or substances except to use in the ordinary course of activities permitted hereunder. Licensee covenants and agrees that the Licensed Spaces will at all times during its use or occupancy thereof be kept and maintained so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all environmental, state, federal, City and other governmental and regulatory authorities, agencies and bodies applicable to the Licensed Spaces.

The Parties shall comply with all federal, state, and local laws and regulations regarding the possession and use of firearms and weapons.

F. Severability

If any clause or provision of this License is declared to be invalid by any court of competent jurisdiction, then and in that event, the remaining provisions hereof shall remain in force. In lieu of each clause or provision of this License that is illegal, invalid, or unenforceable, there shall be added as a part of this License, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

G. No Recordation

Licensee acknowledges and agrees that this License may not be recorded in any land records of any city or county without the prior written consent of Lessor.

H. Subordination

Without the necessity of any additional document being executed by Licensee for the purpose of effecting a subordination, this License shall be subject and subordinate at all times to all applicable easements, underlying leases and to the lien of any mortgages or deed of trust now or hereafter placed on, against or affecting the Licensed Spaces, Licensor's interest in the Licensed Spaces, or any underlying lease or easement.

I. Federal Transit Administration Grant

- (i) The Licensee acknowledges that Licensor is the recipient of a Federal grant through the FTA, which funds, in part, the Licensed Spaces. The Licensee further acknowledges that pursuant to FTA grant requirements the Licensor must demonstrate and retain satisfactory continuing control over the use of the Licensed Spaces. Licensee agrees that it will not exercise any right(s) permitted under this License in a manner that compromises or otherwise diminishes Licensor's obligation to retain satisfactory continuing control over the use of the Licensed Spaces.
- (ii) The Licensee acknowledges the Federal interest in the Licensed Spaces and agrees that it will take no action that compromises or otherwise diminishes such interest.
- (iii) The Licensee acknowledges that Licensor must comply with all applicable Federal statutes, regulations, orders, certification and assurances, or other Federal law (collectively referred to as "Federal laws"), including, but not limited to, those set forth in the current Master Agreement governing transit projects supported with Federal assistance awarded through the FTA. The Licensee agrees that it will take no action seeking compliance with non-Federal laws to the extent such laws conflict with applicable Federal laws.

Section XV **Notices**

Notices given pursuant to the provisions of this License, or necessary to carry out its provisions, shall be in writing and delivered personally to, mailed by certified or registered mail return receipt requested to, or sent by nationally recognized commercial overnight delivery service to:

Licensor:

City of Richmond
Attention: Lynne Lancaster, Parking Administrator
900 East Broad Street City Hall, Room 707
Richmond, VA 23219

with a copy to:

City of Richmond
Attention: City Attorney
900 East Broad Street City Hall, Room 400
Richmond, VA 23219

Office: 804-646-7940
Fax: 804-646-5743

Licensee:

Virginia Commonwealth University
Attention: Capital Assets & Real Estate
800 West Broad Street, Box 842040
Richmond, VA 23284-3040
Office: 804-828-3514
realestateqa@vcu.edu

with a copy to

Virginia Commonwealth University
Attention: Executive Director, Parking and Transportation
1108 West Broad Street, Box 843002
Richmond, VA 23284-3002
Office: 804-828-7275

Section XVI
Authority

The Parties hereby expressly agree, guarantee, and warrant that the signatory below is lawfully authorized to enter into this License on behalf of the respective Party.

(Signature Pages to Follow)

IN WITNESS WHEREOF, each of Licensor and Licensee has caused this instrument to be executed on its behalf by officials duly authorized therefore.

**VIRGINIA COMMONWEALTH UNIVERSITY,
a corporation and an institution of higher
education of the COMMONWEALTH OF
VIRGINIA, as Licensee**

By: _____
Jeff Kidd
Title: Associate Vice-President of Campus
Enterprises and Chief Real Estate Officer
Date: _____

OFFICE OF VCU PARKING AND TRANSPORTATION
APPROVED AS TO TERMS:

By: _____
Josh Stone
Title: Executive Director, VCU Parking and Transportation
Date: _____

(Signature Pages Continue)

CITY OF RICHMOND, as Lessor

By: _____

Printed name: Odie Donald

Title: Chief Administrative Officer

Date: _____

Approved as to form:


Danielle Smith
Assistant City Attorney

Approved as to terms:


Lynne Lancaster
Parking Administrator

(End of Signature Pages)