

INTRODUCED: July 27, 2015

AN ORDINANCE No. 2015-165-161

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease Agreement between the City of Richmond and the Greater Richmond Transit Company for the purpose of leasing certain portions of the properties formerly known as “the bus barn” located at 100 South Davis Avenue and 101 South Davis Avenue for public parking for the Union Cycliste Internationale 2015 Road World Championships, as well as other community events and activities.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEPT 8, 2015 AT 5 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Lease Agreement between the City of Richmond and the Greater Richmond Transit Company for the purpose of leasing certain portions of the properties formerly known as “the bus barn” located at 100 South Davis Avenue and 101 South Davis Avenue for public parking for the Union Cycliste Internationale 2015 Road World Championships, as well as other community events and activities. The Lease Agreement shall be

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEPT 8 2015 REJECTED: _____ STRICKEN: _____

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.



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

JUL 10 2015
4-3827
Chief Administration Office
City of Richmond

O&R REQUEST

DATE: July 9, 2015
TO: The Honorable Members of City Council
THROUGH: Dwight C. Jones, Mayor
THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer
THROUGH: Debra Gardner, DCAO - Human Services
FROM: Chris Beschler, DCAO - Operations
RE: Lease Agreement Between GRTC and the City of Richmond
Davis Street Property

RECEIVED
JUL 15 2015
OFFICE OF CITY ATTORNEY

ORD. OR RES. No. _____

PURPOSE: The Greater Richmond Transit Company (GRTC) owns two parcels of land in the vicinity of Cary Street, where they conducted bus repairs prior to the opening of their new facility on East Belt Boulevard. The City of Richmond desires to lease these parcels.

REASON: The purpose of this lease is to allow the City to utilize this space for parking for the UCI Bike Race, as well as other community events and activities..

RECOMMENDATION: The Administration recommends adoption of this ordinance.

BACKGROUND: The Greater Richmond Transit Company (GRTC) owns two parcels of land in the vicinity of Cary Street, where they conducted bus repairs prior to the opening of their new facility on East Belt Boulevard. The City of Richmond desires to lease these parcels as it has a need to provide parking for residents and visitors for the UCI Bike Race to be held in September, 2015. In addition, this space would give the City the ability to allow the community to hold activities and events, as well as night time parking for local restaurants.

Unless the lease is terminated by GRTC, the City may renew the lease for up to four (4) one-year renewal terms for \$1.00 per year. GRTC may terminate the lease if it enters into a legally-binding agreement to sell the property, but not before October 1, 2015.

It is anticipated that the use of the property would be managed by the Parks and Recreation Department.

FISCAL IMPACT/COST: There is no fiscal impact as the lease cost to the City is \$1.00 per year.

FISCAL IMPLICATIONS: There may be an opportunity to collect revenue if the City enters into a sublease with a third party. Any sublease may not extend for a period longer than fourteen (14) consecutive days without the written consent of GRTC.

REVENUE TO CITY: It is unknown at this time what, if any revenue the City may receive over the term of the lease. It is anticipated that any such revenue would not be material.

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: July 27, 2015

CITY COUNCIL PUBLIC HEARING DATE: September 8, 2015

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Greater Richmond Transit Company

AFFECTED AGENCIES: City Attorney's Office, Department of Public Works and the Department of Parks and Recreation.

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: See Attachments: Lease Agreement and Exhibit A

STAFF: Chris Beschler, DCAO – Operations (646-5205)

LEASE AGREEMENT

This lease (the "Lease") is made between the Greater Richmond Transit Company ("Lessor"), a Virginia Public Service Corporation, and the **City of Richmond, Virginia**, a municipal corporation of the Commonwealth of Virginia ("Lessee")

RECITALS

WHEREAS, Lessor owns that certain property located in the City of Richmond identified as City Tax Parcel No. W0001074 and owns that certain property identified as City Tax Parcel No. 0001115 (collectively "the Property"); and

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee a portion of the Property as designated on Exhibit A attached hereto and made a part hereof (the "Leased Premises").

AGREEMENT

NOW, THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants contained herein, Lessor and Lessee hereby agree as follows:

Section I Leased Premises

Upon the terms, provisions, and conditions set forth herein and each in consideration of the duties, covenants, and obligations of each of the parties hereunder, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Leased Premises as defined herein.

Section II Term

This Lease shall commence at the beginning of _____, 2015 and expire at the end of _____, 2016 (the "Initial Term"). Unless the Lease is terminated by Lessor as provided herein, Lessee may renew the Lease for up to four (4) one-year renewal terms (the Initial Term and any renewal term shall be collectively referred to herein as "Term") by providing written notice of its intent to renew at least sixty days prior to the expiration of the Term. Either party may terminate this Lease at will by providing 30 days written notice of such termination to the other party; provided, however, that notwithstanding the foregoing, the Lessor shall not

terminate the Lease prior to October 1, 2015 and no such termination of the Lease shall take effect prior to October 1, 2015.

**Section III
Use of Leased Premises**

Subject to the terms of this Lease, Lessee and, to the extent Lessee permits, Lessee's contractors, agents, licensees, sub-lessees, and invitees (collectively, "Invitees"), may use the Leased Premises for any lawful purpose.

**Section IV
Possession**

So long as Lessee complies with all of its obligations under this Lease, Lessee shall have quiet and exclusive possession of the Leased Premises, except that Lessor may enter the Leased Premises upon reasonable written notice to Lessee, provided Lessor does not unreasonably interfere with Lessee's or its Invitee's use of the Leased Premises.

**Section V
Operating Covenants of Lessee**

- A. Lessee and its Invitees shall not commit, or allow to be committed, any waste on the Leased Premises, create or allow any nuisance to exist on the Leased Premises, or allow the Leased Premises to be used for any unlawful purpose.
- B. Lessee shall notify Lessor of any damage to the Leased Premises within a reasonable period following Lessee becoming aware of such damage. Lessee shall repair or replace damaged portions of the Leased Premises unless such damage was caused by Lessor or by acts of God, including fire and storm damage.
- C. Lessee shall be responsible for the security of the Leased Premises and Lessor shall have no responsibility for the same.

This Section V shall survive the termination or revocation of this Lease.

**Section VI
Delivery, Acceptance, and Surrender of Property**

The Leased Premises are hereby made available to and accepted by the Lessee in "AS IS" condition. Lessee agrees to surrender the Leased Premises to Lessor at the end of the Term, or upon revocation, in the same condition as when Lessee took possession at its sole cost and expense, allowing for reasonable use and wear and damage by acts of God, including fire and storms. Lessee agrees to remove all signs, structures, or symbols placed on the Leased Premises by Lessee at its sole cost and expense before redelivery of the Leased Premises to Lessor, and to restore the portion of the Leased 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 VI shall survive the termination or revocation of this Lease.

Section VII Insurance

Lessee shall maintain general commercial liability insurance for the Leased Premises in the minimum amount of five-million dollars (\$5,000,000). Such policy shall include Lessor as additional insured. Lessee may satisfy this requirement through any self-insurance program in which it participates.

Section VIII Assignment

Lessee shall not assign the Lease to any third-party without the prior written consent of Lessor, the consent of which may be withheld by Lessor in its sole discretion.

Section IX Third Parties

Lessee, through its Chief Administrative Officer or her designee, may sublease, license, and authorize the use of the Leased Premises, and any portion thereof, to third parties for short-term use of the property for parking, events, and other uses Lessee so desires without the consent of Lessor; provided, however, that Lessee shall not sublease, license, or authorize the use of the Leased Premises to any third-party for a period longer than fourteen (14) consecutive days without the prior written consent of Lessor.

Section X

Effect of Lessor's Waiver of Covenants

Lessor's waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others, or of subsequent breach of the one waived.

**Section XI
Remedies on Default**

If either party defaults in the performance of any of covenants or conditions of this Lease, the other party may seek any remedies at law and equity and may terminate and revoke this Lease; provided, however that no party may terminate and revoke this Lease until it provides the defaulting party with written notice of the default and allows the defaulting party 30 days to cure such default. If the defaulting party does not cure such default within 30 days of notice thereof, the notifying party may terminate and revoke this Lease.

**Section XII
Special Lessor Provisions**

A. Agreement in Entirety

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

B. Breach of Contract

The duties and obligations imposed by this Lease 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.

C. Governing Law

This Lease 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 Lease, 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. Lessee 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 Lease.

- (2) Americans With Disabilities Act (ADA). Lessee 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 Lease.

E. Environmental and Hazardous Materials

Lessee shall not cause or knowingly permit the escape, disposal or release of any chemical, biologically active or other hazardous substances or materials. Lessee 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.

F. Severability

If any clause or provision of this Lease 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 Lease that is illegal, invalid, or unenforceable, there shall be added as a part of this Lease, 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

Lessee acknowledges and agrees that this Lease 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 Lessee for the purpose of effecting a subordination, this Lease 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 Leased Premises, Lessor's interest in the Leased Premises or any underlying lease or easement.

**Section XIII
Destruction, Fire, and other Casualty**

In case of damage to Leased Premises by fire or other casualty, which damage renders the Leased Premises untenable, Lessor, at its option, either (1) cause such damage to be repaired within a reasonable time or (2) provide the Lessee with notice terminating the Lease. If Lessor elects to rebuild, such repairs shall be at the sole cost and expense of Lessor unless the damages were caused by Lessee or its Invitees.

**Section XIV
Notices**

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

LESSOR:

City of Richmond
730 East Broad St., 6th Floor
Richmond, VA 23219
Attention: Christopher L. Beschler

with a copy to:

City of Richmond
c/o City Attorney
900 East Broad Street City Hall, Room 300
Richmond, VA 23219
Work phone – 804-646-7940
Fax – 804-646-5743

LESSEE:

Greater Richmond Transit Company

**Section XV
Authority**

The Chief Administrative Officer for the City of Richmond shall have the authority to execute this Lease of behalf of the Lessee and the Chief Administrative Officer or her designee shall have the authority to provide any notices or authorizations contemplated under this Lease on behalf of Lessee, including exercising the Lessee's right promulgated by Section IX of this Lease.

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

Greater Richmond Transit Company, as Lessor

By: _____

Printed name: _____

Title: _____

Date: _____

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND _____,

The foregoing instrument was acknowledged before me this ____ day of _____, 201_ by _____ acting in his/her capacity as _____ of the Greater Richmond Transit Corporation on behalf of the agency.

Notary Public
My Commission Expires: _____
Registration Number: _____

CITY OF RICHMOND, as Lessee

Pursuant to the authority granted by Ord. No. _____

By: _____
Selena Cuffee-Glenn
Chief Administrative Officer

Date: _____

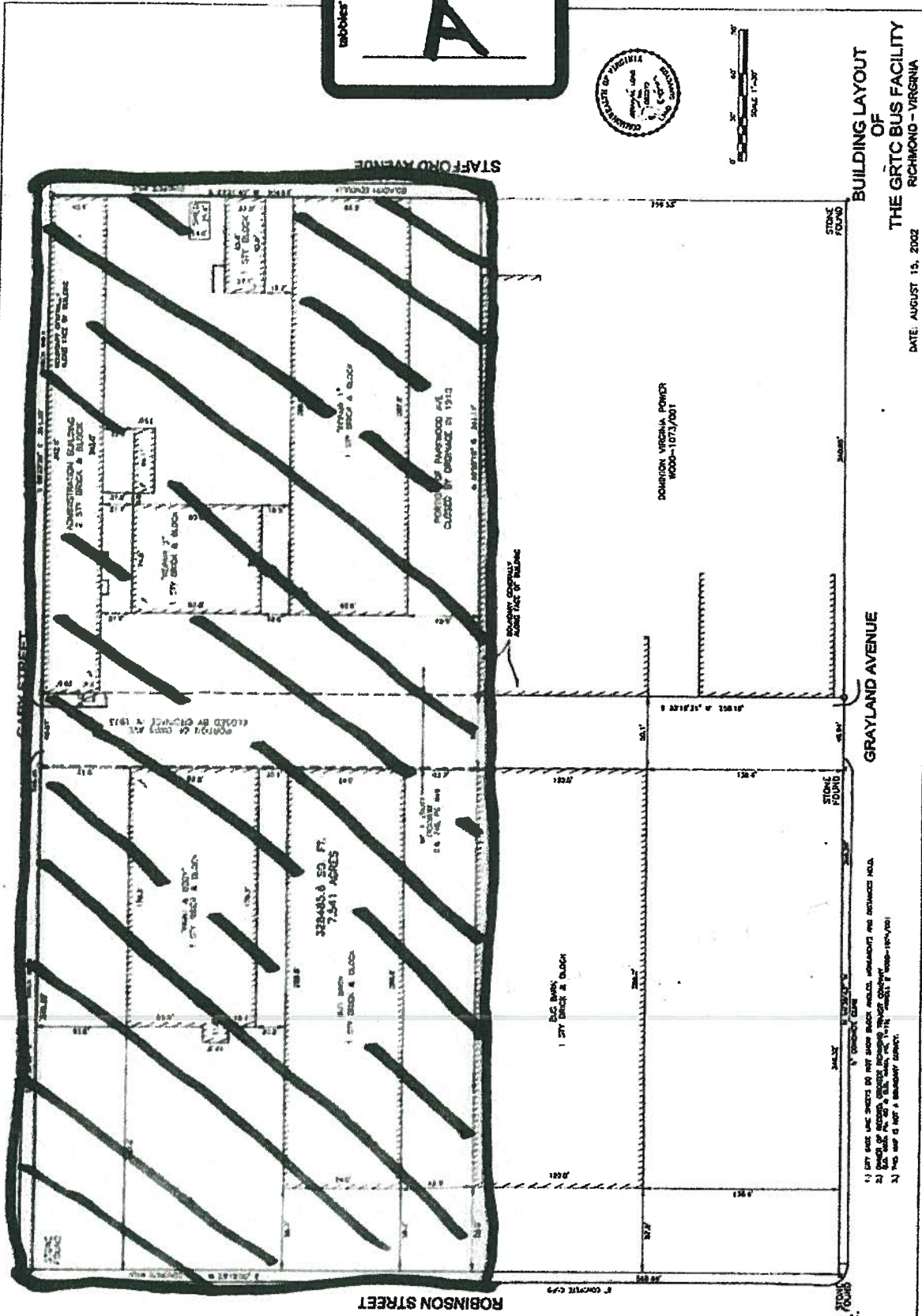
Approved as to form:

Matthew A. Welch
Assistant City Attorney

INSERT EXHIBIT A –Leased Premises

EXHIBIT

A



BUILDING LAYOUT
OF
THE GRTC BUS FACILITY
RICHMOND - VIRGINIA

DATE: AUGUST 15, 2002



= LEASED
PREMISES

PRECISION MEASUREMENTS, INC.
SURVEYING & GIS MAPPING
210 DANNEY ROAD, SUITE 205
RICHMOND, VIRGINIA 23230
TEL: (804) 240-5229

- 1) SET BACK THE SHEETS TO THE SAME SCALE, UNLESS NOTED OTHERWISE.
- 2) SCALE OF ALL DIMENSIONS IS AS SHOWN ON THE SHEETS.
- 3) THIS SET IS NOT A BOUNDARY SURVEY.