

INTRODUCED: December 14, 2015

AN ORDINANCE No. 2015-254

To authorize the Chief Administrative Officer, on behalf of the City of Richmond, to execute a First Amendment to Lease and Franchise Agreement between the City of Richmond, Virginia, and Richmond Performing Arts Center, L.L.L.P., for the purpose of providing for the transfer of naming rights to the downtown performing arts complex that includes the Carpenter Theatre by Richmond Performing Arts Center, L.L.L.P.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

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

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, on behalf of the City of Richmond, is hereby authorized to execute a First Amendment to Lease and Franchise Agreement between the City of Richmond, Virginia, and Richmond Performing Arts Center, L.L.L.P., for the purpose of providing for the transfer of naming rights to the downtown performing arts complex that includes the Carpenter Theatre by Richmond Performing Arts Center, L.L.L.P. Such First Amendment to Lease and Franchise 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.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 11 2016 REJECTED: _____ STRICKEN: _____

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

DEC 11 2015



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

Chief Administration Office
City of Richmond

4-4679

O&R REQUEST

DATE: December 2, 2015

TO: Members of City Council

THROUGH: Mayor Dwight C. Jones

THROUGH: Selena Cuffee-Glenn, CAO

FROM: Lee Downey, Interim DCAO for Economic & Community Development

RE: Naming the downtown performing arts complex

ORD. OR RES.

No. _____

DEC 11 2015
EDITION: 2
CITY ATTORNEY

PURPOSE: This memorandum requests the preparation of two related ordinances as follows:

1. To amend City Code § 8-7, concerning the naming of City facilities, for the purpose of excluding from the provisions of City Code §§ 8-7—8-10 any City-owned building leased by the City to a tenant when the lease grants the tenant the right to transfer naming rights to that building.
2. To authorize the Chief Administrative Officer, on behalf of the City of Richmond, to execute a First Amendment to Lease and Franchise Agreement between the City of Richmond, Virginia, and Richmond Performing Arts Center, L.L.L.P., for the purpose of providing for the transfer of naming rights to the downtown performing arts complex, which includes the Carpenter Theatre, by Richmond Performing Arts Center, L.L.L.P.

REASON: Sections 8-7 through 8-10 of the Richmond City Code provide that the City Council must approve the name of any City-owned building. To enable Richmond Performing Arts Center, L.L.L.P. and Richmond CenterStage to rename the downtown performing arts complex, which includes the Carpenter Theatre, the City Code must be amended to provide for a long-term tenant to do so instead of the City Council, and the Lease and Franchise Agreement with Richmond Performing Arts Center, L.L.L.P. must be amended to give Richmond Performing Arts Center, L.L.L.P. the right to transfer naming rights.

O & R Request

RECOMMENDATION: The City Administration recommends approval.

BACKGROUND: The City owns a portion of the downtown performing arts complex, which includes the Carpenter Theatre and leases it to the Richmond Performing Arts Center, L.L.L.P. Richmond CenterStage owns the balance of the downtown theater complex, known as Dorothy Pauley Square, and leases it to RPAC. This partnership has enabled extensive renovation of the downtown theater complex. Richmond Performing Arts Center, L.L.L.P. and Richmond CenterStage propose to enter into a 15-year agreement to name the downtown performing arts complex "Dominion Arts Center." Going forward, this additional funding will enable ongoing operation, maintenance and physical improvement of the facility.

The amendment to section 8-7(c) would be as follows:

(c) This section through Section 8-10 do not apply to (i) street names designated through the subdivision or other land use processes pursuant to Chapter 25 or 30 or (ii) any City-owned building leased by the City to a tenant when the lease grants the tenant the right to transfer naming rights to that building.

FISCAL IMPACT/COST TO CITY: n/a

REVENUE TO CITY: n/a

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: December 14, 2015

CITY COUNCIL PUBLIC HEARING DATE: January 11, 2015

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: n/a

AFFECTED AGENCIES: n/a

RELATIONSHIP TO EXISTING ORD. OR RES.:

2008-269-256, 2008-267-255, 2007-235-201

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: First Amendment to Lease and Franchise Agreement.

STAFF: n/a

FIRST AMENDMENT TO LEASE AND FRANCHISE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AND FRANCHISE AGREEMENT (the "Amendment") is made by and among the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia ("Landlord"), and Richmond Performing Arts Center, L.L.L.P., a Virginia limited liability limited partnership ("Tenant"), effective as of the last date of execution of this document by Landlord and Tenant.

RECITALS

- A. Pursuant to a Comprehensive Agreement dated September 14, 2007, to which Landlord is a party, Landlord entered into a Lease and Franchise Agreement between Landlord and Tenant dated December 23, 2008, under which Tenant leases from Landlord the property located at the northeastern corner of the intersection of East Grace Street and North 6th Street.
- B. In accordance section 8-7(c) of the Code of the City of Richmond, Landlord and Tenant desire to amend this Lease and Franchise Agreement to provide for Tenant to transfer naming rights to the downtown performing arts complex that includes the Carpenter Theatre to provide additional funding for ongoing operation, maintenance and physical improvement of the facility.

AMENDMENT

NOW, THEREFORE, for and in consideration of the mutual promises, conditions, and covenants herein set forth, Landlord and Tenant agree as follows:

1. Terms used in this Amendment have the meanings ascribed to them in the Lease and Franchise Agreement.
2. The Lease and Franchise Agreement is hereby amended by adding therein in section 5 a new subsection (g1) as follows:
 - (g1) Naming Rights. During and for no longer than the end of the Term, Tenant may enter into agreements to transfer naming rights to the Premises to a third party, provided (i) Landlord's Chief Administrative Officer first has consented in writing to the agreement and (ii) all revenues resulting from the agreement are used only for the ongoing operation, maintenance and physical improvement of the Premises.
3. Landlord and Tenant covenant and agree each with the other that the Lease and Franchise Agreement, except as modified herein, shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, Landlord and Tenant have executed this instrument as of the respective dates written below.

SIGNATURES ON FOLLOWING PAGE

LANDLORD:

TENANT:

By: Selena Cuffee-Glenn

By: _____

Title: Chief Administrative Officer

Title: _____

Date: _____

Date: _____

Authorized by:

Ord. No. 2015-____-16-____,

adopted _____, 2016.

Approved as to form:

Deputy City Attorney *date*