

INTRODUCED: November 9, 2015

AN ORDINANCE No. 2015-235-231

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease between the City of Richmond, as lessee, and A N T Corporation, as lessor, for the purpose of leasing a portion of the property known as 1630 Chamberlayne Avenue for use by the Office of Animal Care and Control to erect a fenced-in area to exercise shelter dogs.

\_\_\_\_\_  
Patron – Mayor Jones

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: DEC 14 2015 AT 6 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 between the City of Richmond, as lessee, and A N T Corporation, as lessor, for the purpose of leasing a portion of the property known as 1630 Chamberlayne Avenue for use by the Office of Animal Care and Control to erect a fenced-in area to exercise shelter dogs. The Lease 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:            9            NOES:            0            ABSTAIN: \_\_\_\_\_

ADOPTED:      Dec 14 2015      REJECTED: \_\_\_\_\_      STRICKEN: \_\_\_\_\_



# CITY OF RICHMOND

## INTRACITY CORRESPONDENCE

4-4222  
O & R REQUEST

SEP 30 2015

Chief Administration Office  
City of Richmond

**O&R REQUEST**

**DATE:** 9/23/15

**EDITION:** 1

**TO:** The Honorable Members of City Council

**RECEIVED**

**THROUGH:** Dwight C. Jones, Mayor *[Signature]*

OCT 09 2015

**THROUGH:** Selena Cuffee-Glen, Chief Administrative Officer

*[Signature]* OFFICE OF CITY ATTORNEY

**THROUGH:** Lenora Reid, Deputy Chief Administrative Officer, Finance & Administration *[Signature]*

**THROUGH:** Christopher L. Beschler, Deputy Chief Administrative Officer, Operations *[Signature]*

**THROUGH:** Jay A. Brown, Director, Dept of Budget & Strategic Planning *[Signature]*

**FROM:** Christie Chipps Peters, Director, Richmond Animal Care & Control *[Signature]*

**RE:** Leasing a portion of 1630 Chamberlayne Avenue

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Officer to enter into a Lease agreement by and between the City of Richmond, as lessee, and ANT Corporation (ARCET), as lessor, by which the City will rent and occupy a portion of 1630 Chamberlayne Avenue. The leased property will be used by Richmond Animal Care and Control to erect a fenced-in area to exercise shelter dogs.

**REASON:** Richmond Animal Care & Control desires to provide off leash exercise for the dogs housed at the animal shelter. Off leash play provides a positive outlet for behavior modification and improves adoptability. The fenced in yards will also provide space for play groups with dogs to improve sociability and overall temperament while being housed at RACC.

**RECOMMENDATION:** The administration recommends adoption of this ordinance.

**BACKGROUND:** Richmond Animal Care & Control has had a long standing positive relationship with ARCET at 1630 Chamberlayne. Their management currently allows our staff and volunteers to leash walk dogs on their property daily and claims their staff gets enjoyment from

seeing the dogs enjoying outside play! This lease will allow Richmond Animal Care & Control to erect, maintain and utilize a fenced in area to exercise shelter dogs.

**FISCAL IMPACT / COST:** One dollar rent to be paid by City for each 6 month term.

**FISCAL IMPLICATIONS:** N/A

**BUDGET AMENDMENT NECESSARY:** N/A

**REVENUE TO CITY:** N/A

**DESIRED EFFECTIVE DATE:** Upon Adoption

**REQUESTED INTRODUCTION DATE:** October 12, 2015

**CITY COUNCIL PUBLIC HEARING DATE:** November 9, 2015

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Finance

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** N/A

**AFFECTED AGENCIES:** Animal Care & Control, Finance

**RELATIONSHIP TO EXISTING ORD. OR RES.:** N/A

**REQUIRED CHANGES TO WORK PROGRAM(S):** N/A

**ATTACHMENTS:** Copy of Lease and Exhibit A (Parcel No. #0000439003)

**STAFF:** Christie Chipps Peters, Animal Care & Control

## LEASE

This Lease (the "Lease") is made this \_\_\_ day of \_\_\_\_\_ 2015 by and between A N T Corporation, P. O. Box 26269, Richmond, VA 23260-6269, a Virginia corporation ("Lessor"), and City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia ("Lessee") (Lessor and Lessee are collectively referred to herein as the "Parties").

**WHEREAS**, Lessor owns that certain real property located at 1630 Chamberlayne Ave., Richmond, Virginia 23222 and referred to as City Tax Parcel No. N0000439004 ("Lessor's Property"); and

**WHEREAS**, Lessee owns that certain real property abutting Lessor's Property and located at 1600 Chamberlayne Ave., Richmond, Virginia 23222 and referred to as City Tax Parcel No. N0000439003 ("Lessee's Property"), and that certain building located thereon currently used by Lessee's Richmond Animal Care and Control ("Lessee's Building"); and

**WHEREAS**, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a portion of Lessor's Property for the purpose of erecting, maintaining, and using a fenced-in area to exercise dogs, all at Lessee's sole cost and expense.

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:

**1. 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 Lessor's Property for the purpose of erecting, maintaining, and using the Fenced Area as defined herein. Lessee intends to construct and maintain a fence over Lessee's Property and a portion of Lessor's Property, which is anticipated to extend up to approximately sixty (60) feet north from the north side of Lessee's building, then up to approximately one hundred twenty (120) feet east toward Chamberlayne Ave., then up to approximately sixty (60) feet south toward Grantee's parking area, then up to approximately one hundred twenty (120) feet west to where the fence's description began ("Fenced Area"), as roughly depicted Exhibit A attached hereto and made a part hereof. The leased premises shall be the portion of the Fenced Area on Lessor's Property and a reasonable area surrounding the Fenced Area for Lessee to erect and maintain the Fenced Area (the "Leased Premises").

**2. Term.** The Lease shall commence upon execution by both Parties (the "Commencement Date") and shall expire six (6) months from the Commencement Date. The Lease shall automatically renew for additional six-month terms unless Lessor notifies Lessee in writing no later than sixty (60) days prior to the expiration of the then-current term that the Lease will not renew. Lessee may terminate this agreement at-will at any time; provided, however that upon termination or exportation of the Lease, Lessee shall remove the fence and vacate Lessor's Property in the same condition as when the Parties first entered into this Lease, ordinary wear and tear excepted.

**3. Rent.** Lessee shall pay to Lessor rent in the amount of one (1) dollar per 6-month term.

**4. Assumption of Risk.** The Leased Premises is hereby made available to and accepted by Lessee "AS IS, WHERE IS," in its natural, unimproved condition, including any visible or hidden defects. Lessor does not warrant that the Leased Premises is safe or suitable for any particular uses, including exercising dogs or any other recreational uses, and Lessor has no duty to make the Leased Premises safe for any particular uses, known or unknown. Lessee therefore assumes all risks in using the Leased Premises.

**3. Retention of Ownership Rights.** Lessor shall retain ownership of and the right to inspect, possess and otherwise use Lessor's Property as against all others in any way that is not inconsistent with the limited rights Lessor is conveying to Lessee and its invitees. Lessor does not, however, have any duty to inspect Lessor's Property or the Leased Premises or monitor Lessee's or others' use of the Leased Premises.

**4. Compliance with Leases's Purpose and Laws.** Lessee and its invitees shall use the Leased Premises solely for the uses set forth in the Lease and shall comply with all existing and future federal, state, and local laws, ordinances, orders, regulations, building codes, and other applicable governmental requirements, including environmental law requirements and restrictions and building permitting requirements.

**5. Maintenance and Repair.** Grantee shall at all times, at its sole cost and expense, maintain and keep in good repair the Leased Premises including the fence Lessee installs, as required for safe use.

**6. Insurance.** Lessee shall, at its sole cost and expense, insure the Leased Premises under its general liability insurance policy at all times and shall name Lessor, its owners, directors, officers, employees and agents additional endorsed insureds under such policy, and shall require its contractors to similarly procure and maintain such insurance coverage in connection with any services they provide on the Leased Premises. All such insurance coverage shall be written on an "occurrence" basis and not a "claims made" basis. Lessee shall provide Lessor with evidence of such coverage before using the Leased Premises for any purpose.

**7. Assignment.** Lessee may not assign this Lease without Lessor's prior written approval.

**9. Lessor's Remedies upon Default; No Waiver.** If Lessee defaults in the performance of any of its obligations under the Lease, Lessor may terminate this Lease by providing written notice to Lessee at least ten (10) days prior to such termination; provided, however, that if Lessee cures the default prior to the date of termination, the termination shall not take effect. No extension, indulgence or failure to enforce a right under this Agreement shall operate as a waiver of any of Lessor's rights. Any remedy set forth in this Lease shall be in addition to all other remedies otherwise available in law or equity.

**10. Severability.** If any one of this Lease's provisions or portions thereof is illegal or unenforceable, that provision or portion thereof shall be severed from this Lease and the other provisions remain in effect.

**11. Subject to Appropriations.** All payments and other performance by the City under this Agreement are subject to appropriations by the City Council for the City of Richmond; consequently, this Agreement shall bind the City only the extent the City Council appropriates sufficient funds for the City to perform hereunder.

**12. 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.

**13. Signature Authority.** The Chief Administrative Officer for the City of Richmond shall have the authority to execute this Lease of behalf of the Lessor, and, the Chief Administrative Officer or his designee shall have the authority to provide any notices or authorizations contemplated under this Lease on behalf of Lessee.

**14. Amendments.** This Agreement may only be amended by a written agreement signed by both Parties.

**15. Binding Effect.** The Lease shall be appurtenant to and run with the land and be binding on the Parties' successors and permitted assigns during this Lease's s term(s).

WHEREOF this Agreement has been made, executed and is effective as of the last date on which the Parties have signed below.

LESSOR: A N T Corporation

LESSEE: City of Richmond

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Send notices to:

Send notices to:

A N T Corporation  
C/O Parker Dillard  
P. O. Box 26269  
Richmond, VA 23260-6269

# Exhibit A to Easement Agreement

