

INTRODUCED: April 25, 2016

AN ORDINANCE No. 2016-134

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease of Property between the City of Richmond, as Lessor, and People Cycle, Inc., doing business as Richmond Cycling Corps, as Lessee, for the purpose of leasing to People Cycle, Inc., doing business as Richmond Cycling Corps, a certain portion of the City-owned property located at 3011 Water Street.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAY 23 2016 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 of Property between City of Richmond, as Lessor, and People Cycle, Inc., doing business as Richmond Cycling Corps, as Lessee, for the purpose of leasing to People Cycle, Inc., doing business as Richmond Cycling Corps, a certain portion of the City-owned property located at 3011 Water Street. The Lease of Property 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: MAY 23 2016 REJECTED: _____ STRICKEN: _____

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



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

4-5004
O & R REQUEST

APR 4 2016

Chief Administration Office
City of Richmond

O&R REQUEST

RECEIVED

DATE: March 18, 2016

APR 15 2016

TO: The Honorable Members of City Council

THROUGH: Dwight C. Jones, Mayor (Patron: Mayor, by Request)

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Lenora Reid, Deputy Chief Administrative Officer for Finance & Administration

THROUGH: Jay A. Brown, Director of Budget and Strategic Planning

THROUGH: Peter L. Downey, Deputy Chief Administrative Officer for Economic Development and Planning

FROM: Mark A. Olinger, Director
Department of Planning & Development Review

SUBJECT: To Authorize the Chief Administrative Officer to enter into a Lease Agreement with the Richmond Cycling Corps for a bike rental and bike repair facility, staffed by Richmond Cycling Corps and local youth to be located at 3011 Water Street, Richmond, Virginia.

ORD. OR RES. No:

PURPOSE: To Authorize the Chief Administrative Officer to enter into a Lease Agreement with the Richmond Cycling Corps (RCC) for a bike rental and bike repair facility to be located at 3011 Water Street on approximately 2,938 square feet of land.

REASON:

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: The City has been approached by the Richmond Cycling Corps, a 501(c)(3) non-profit organization and one of the nation's premier inner-city youth cycling/outreach program seeks to open a bicycle rental/repair outpost along the Virginia Capital Trail that would:

1. Create a one-of-a-kind employment opportunity for Richmond's inner-city youth;
2. Serve as an outpost for Richmond's inner-city youth to serve as Virginia Capital Trail Safety Patrol Riders;

2. Serve as an outpost for Richmond's inner-city youth to serve as Virginia Capital Trail Safety Patrol Riders;
3. Provide bicycle rental and repair opportunities for Richmonders and tourist alike;
4. Create an aesthetically pleasing amenity and support headquarters for Capital Trail users; and
5. Create an earned-income generator for Richmond non-profit organization, Richmond Cycling Corps., so that they could continue their efforts in the city.

The project would entail the leasing of approximately 2,938 sq. ft. of land at the former Lehigh Cement Plant. The project would be done in such a way that the use, and associated parking, could be removed with 30-days' notice by either party. The use is permitted in the M-2 District and the proposed leased site will accommodate the required minimum of one (1) parking space.

Richmond Cycling Corps would use a re-purposed shipping container, approximately 8' X 40' (320sq. ft.) with affixed canopy to serve as the outpost structure. The structure would be solar and/or generator powered. The structure would be professionally created, painted, and operated. All expenses, to include the purchasing of the shipping container, necessary fabrication work, equipment, insurance, rental supplies, solar/generator power, lease agreement, staffing, marketing, and on location portable restroom, would be incurred by Richmond Cycling Corps. The structure would be removable. The structure would be designated to create the absolute minimal impact to the surrounding area by way of raised footings on the structure's corners. The aesthetics of the structure would be professionally designed and created and would be reviewed by the Urban Design Committee and the City Planning Commission. The maintenance and upkeep of the structure would be financed by, and the responsibility of, Richmond Cycling Corps.

FISCAL IMPACT / COST: The City will receive nominal rent of ten dollars (\$10.00) per year of the lease term. The Tenant assumes the cost to maintain the property during the lease term.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: The City will receive a nominal rent of ten dollars (\$10.00) per year of the lease term.

DESIRED EFFECTIVE DATE: Upon Adoption of this ordinance.

REQUESTED INTRODUCTION DATE: April 25, 2016

CITY COUNCIL PUBLIC HEARING DATE: May23, 2016

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing & Transportation Standing Committee Meeting May 17, 2016

CONSIDERATION BY OTHER GOVERNMENTAL AGENCIES: None

AFFECTED AGENCIES: City Attorney's Office, Economic and Community Development, Planning & Development Review

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

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Lease Agreement

STAFF: Mark A. Olinger, Director of Planning & Development Review
Paul A. McClellan, Economic & Community Development

DCD O&R No.

LEASE OF PROPERTY BY THE CITY OF RICHMOND

THIS LEASE, made this ____ day of _____, ____ by and between **PEOPLE CYCLE INC.**, a 501(c)(3) non-profit corporation ("Lessee"), and **THE CITY OF RICHMOND**, a municipal corporation of the Commonwealth of Virginia ("Lessor"), provides as follows:

FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, the Lessor and Lessee agree as follows:

AGREEMENT

THE PARTIES AGREE that Lessee shall lease the property from Lessor according to the terms of this agreement.

1. LEASED PREMISES: Upon the terms, provisions and conditions hereof and each in consideration to the duties, covenants, and obligations of the other hereunder, Lessor hereby leases to Lessee and Lessee hereby leases from the Lessor a portion of that certain piece of property located at 3011 Water Street in the City of Richmond and referred to as City Tax Parcel ID No. E0000643001 in the City of Richmond, Virginia, shown hashed and labeled Leased Premises on the site drawing attached hereto and made a part of as Exhibit "A" (the "Leased Premises").

2. TERM: This Lease shall commence on the ____ day of _____, 2016, and terminate on the ____ day of _____, 2021. Beginning one year after commencement of the Lease, the Lease shall be at will and either party may terminate this Lease by giving thirty (30) days written notice to the other.

3. RENT: Lessee shall pay Lessor Rent in the amount of ten dollars (\$10.00) per year, which Lessee agrees pay to Lessor as one payment of fifty dollars (\$50.00) prior to commencement of the Lease.

4. POSSESSION: Lessor shall have quiet and exclusive possession of the property, except that Lessor shall have the right to enter thereon at any time for the inspection thereof or for making whatever repairs to the property or to gain access to any of the adjoining property for whatever reason Lessor deems appropriate.

5. USE: Lessee may use the Leased Premises for any lawful purpose, provided such use is not otherwise in default of the terms of the Lease.

6. IMPROVEMENTS AND SERVICES: Lessor shall deliver the property in "as is" condition. Lessee shall be responsible for all cost and expense any and all improvements, services, and utilities required to operate and maintain the Property. Lessee shall maintain the Leased premises in good order and state of repair. Any

improvements, shall be made in compliance with Chapter 17 of the City Charter, all zoning and building codes in effect within the City of Richmond, and any other applicable law. Any sign(s) installed on the property shall meet with application zoning and building codes. Lessor shall not be obligated to provide for any improvements, services or utilities.

7. DEFAULT BY EITHER PARTY:

(a) If Lessee defaults on any obligation herein and fails to cure the default within thirty (30) days of receipt of written demand from Lessor, the Lessor, at its option, may terminate this lease.

(b) If Lessor defaults on any obligation herein and fails to cure the default within thirty (30) days of receipt of written demand from Lessee, then Lessee, at its option, may seek redress, either at law or in equity, or any combination of such remedies.

8. ENVIRONMENTAL CONDITIONS OF THE LAND: Lessee understands that tests for the presence of lead, asbestos, radon, Freon, methane and/or other gases have not been conducted. Lessor shall not be responsible for the correction of any environmental conditions on the property. In the event that either Lessee or Lessor discovers the presence of any environmental hazard or other public hazard, this lease shall immediately become null and void and, at the request of the Lessor, Lessee agrees to vacate the property immediately.

9. LIABILITIES:

(a) Lessee, at its sole cost and expense, shall carry and maintain a policy or policies of comprehensive general liability insurance insuring the Lessee against liability for injury to persons and damage to property occurring in or about the Leased Premises or arising out of the maintenance, use or occupancy thereof. The coverage shall list Lessor as an additional insured on the policy when the lease goes into effect, and coverage shall not be less than One Million Dollars (\$1,000,000.00) for any one person injured or killed and not less than One Million Dollars (\$1,000,000.00) for any accident causing injury (including death) to third parties or damage to property of Lessor or third parties. Such insurance shall be written or endorsed so as to preclude the exercise of the right of subrogation against the Lessor.

(b) Lessee hereby releases and indemnifies and agrees to defend, protect and hold harmless Lessor and Lessor's agents, employees, invitees and contractors from and against any and all losses, damages, claims, suits, actions, judgments and costs (including by not limited to reasonable attorney's fees) arising from or in connection with any injury whatsoever, including death and property damage, suffered by lessee or any of Lessee's directors, officers, employees, agents, invitees, or contractors arising out of or in connection with this Lease Agreement and the use or occupation of the Leased Premises and other improvements, sidewalks, and street appurtenant to or adjacent to the Leased

Premises, regardless of how such injury is caused, and whether such injury is caused, occasioned or contributed to, actually or allegedly, by the negligence, sole or concurrent, of Lessor or its agents, employees, invitees or contractors.

10. TRANSFER OR ASSIGNMENT: Lessee shall not sell, transfer, sublet or assign this lease agreement, or the property described herein, without the express, written consent of the Lessor's Chief Administrative Officer or designee, which shall not be unreasonably withheld.

11. NOTICES: Any notice required to be sent in writing to Lessor shall be sent to:

City of Richmond
Department of Economic & Community
Development
Suite 400
1500 East Main Street
Richmond, VA 23219

Any notice required to be sent in writing to Lessee shall be sent to:

12. NON-WAIVER: No act of forbearance or failure to insist on the prompt performance of any provision of this Lease, either express or implied, shall be construed as a waiver of any of the terms, conditions, or rights created herein.

13. LESSEE'S COVENANTS: The property shall not be used by Lessee unlawfully or so as to create waste or a nuisance. Lessee shall not, without prior written consent of Lessor:

(a) make any structural alterations, or other major additions or improvements in, to or about the property;

(b) permit the accumulation of waste or refuse matter, which is not the responsibility of Lessor to clean or remove;

(c) abandon the property or permit the property to become vacant or deserted; or

(d) permit any noxious or offensive activity that interferes with the conduct of business or peaceful occupancy of other possible tenants of the remaining portion of the property.

14. LESSOR'S COVENANTS:

(a) Lessor shall provide to Lessee the exclusive use and possession of the property during the lease term;

(b) Lessee shall have the quiet use and enjoyment of the property; and

(c) if any action by any possible other tenant in the property interferes with Lessee's quiet use and enjoyment of the property, lessor shall promptly take all actions reasonably possible, including the initiation and prosecution of legal action, if necessary, to cause such interference to cease.

15. SURRENDER OF PREMISES: Upon termination of this lease, the Lessee shall remove all of its property from the Leased Premises, including that attached to the freehold, upon the termination of the lease. Upon Lessee's failure, refusal or neglect to do so, the lessor's Chief Administrative Officer or designee may remove such property from the Leased Premises at the cost and expense of the Lessee, without liability to the Lessee for damages that may directly or indirectly result therefrom, or may allow such property to remain on the Leased Premises, and fee simple title to the property shall vest in the Lessor. Lessee shall restore the property to its prior condition of cleanliness at the time of commencement of the lease, and it shall peacefully yield to Lessor the property in as good order and repair as when delivered to Lessee, except for damage by fire, casualty, other insured events or ordinary wear and tear.

16. CONDEMNATION: If the whole or any part of the premises or all means of access thereto shall be condemned or sold under threat of condemnation, this lease shall terminate, and lessee shall have no claim against Lessor to any portion of the award in condemnation for the value of any unexplored term of this lease. However, this shall not limit Lessee's right to compensation from the condemning authority for the value of any of Lessee's property taken (other than Lessee's leasehold interest in the premises). In the event of a temporary taking, this lease shall not terminate, but the term hereof shall be extended by the period of the taking, and the rent shall abate in proportion to the area taken for the period of such taking.

17. COMPLETE AGREEMENT: This agreement is the complete agreement between the parties on the matter contained herein. Any possible prior representation, promise, statement or condition is expressly superseded, and any possible oral statement modifying, amending, changing or supplementing this agreement is expressly excluded. This agreement may be modified, amended, changed or supplemented only in writing signed by the legally authorized agents of both parties hereto.

WITNESS the following signatures and seals:

LESSOR
CITY OF RICHMOND

Chief Administrative Officer

LESSEE
RICHMOND CYCLING CORPS, INC.

By _____

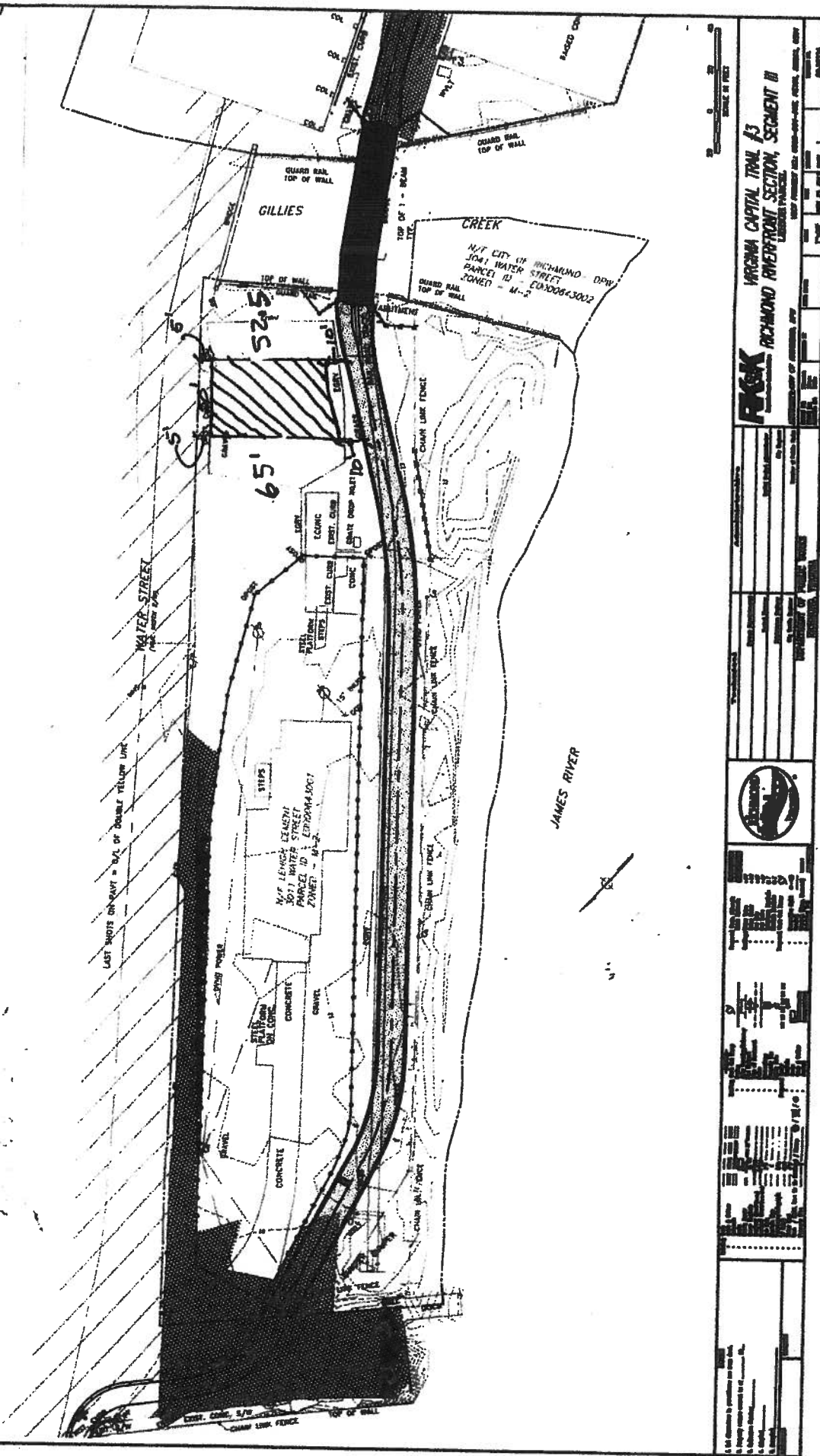
APPROVED AS TO TERMS:

By _____
Economic and Community
Development

APPROVED AS TO FORM:

By _____
City Attorney's Office

Exhibit "A"
Leased Premises



<p>PROJECT INFORMATION</p> <p>PROJECT NAME: VIRGINIA CAPITAL TRAIL #3</p> <p>PROJECT LOCATION: RICHMOND RIVERFRONT SECTION, SEGMENT II</p> <p>PROJECT NUMBER: 100-000000-0000</p> <p>PROJECT DATE: 10/1/2010</p> <p>PROJECT STATUS: IN PROGRESS</p>							
<p>CLIENT INFORMATION</p> <p>CLIENT NAME: RICHMOND CITY AND COUNTY</p> <p>CLIENT ADDRESS: 100 N. 10TH ST, RICHMOND, VA 23219</p> <p>CLIENT PHONE: (804) 781-1000</p> <p>CLIENT FAX: (804) 781-1001</p> <p>CLIENT EMAIL: richmond@richmond.gov</p>							
<p>DESIGNER INFORMATION</p> <p>DESIGNER NAME: F&K</p> <p>DESIGNER ADDRESS: 100 N. 10TH ST, RICHMOND, VA 23219</p> <p>DESIGNER PHONE: (804) 781-1000</p> <p>DESIGNER FAX: (804) 781-1001</p> <p>DESIGNER EMAIL: f&k@f&k.com</p>							
<p>CONTRACT INFORMATION</p> <p>CONTRACT NUMBER: 100-000000-0000</p> <p>CONTRACT DATE: 10/1/2010</p> <p>CONTRACT STATUS: IN PROGRESS</p>							
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10/1/2010</td> <td>ISSUED FOR PERMIT</td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	1	10/1/2010	ISSUED FOR PERMIT
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