



**Department of Public Works**  
*“Providing a clean, safe, and healthy environment”*



**Richmond, Virginia**  
**Honorable Mayor Levar M. Stoney**

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**MEMORANDUM**

**DATE:** September 3, 2021

**TO:** Kevin Vonck, Acting Director  
Department of Planning and Development Review

**FROM:** Dironna Moore Clarke, Administrator  
OETM, Department of Public Works

**SUBJECT:** Additional Information regarding UDC 2021-35- GRTC Transfer Station at  
808 E. Clay Street

Please find below a summary of the highlights of the binding document or lease agreement language, subject to both party signatures and approval by City Council; as well as an update on areas that were previously discussed by the members of the Planning Commission.

**Highlights from Binding Document:**

**Rent.** Tenant covenants and agrees to pay Landlord rent for the Premises in the amount of \$1.00 per year and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Landlord.

**TERM.** The term of this Lease is five (5) years (see termination language below), beginning at 12:01 a.m. Eastern Standard Time on the first day of the month following approval of the Lease to Tenant by the City Council of the City of Richmond, Virginia (“Effective Date”) and ending at 11:59 p.m. Eastern Standard Time on the day preceding the fifth (5<sup>th</sup>) anniversary of the Effective Date. If requested by either Landlord or Tenant, the parties shall confirm the Effective Date in writing. (This would prevent GRTC needing to come every year for a lease, just in case the lot doesn’t get sold right away)

**Termination upon Sale.** This lease is executed and accepted subject to the condition that if the Landlord should at any time during the term of this lease make a bona fide sale of the leased premises and should the purchaser thereof desire possession of the premises, the Landlord may terminate and cancel this Lease by giving the Tenant <365 (negotiable)> days’ written notice of such sale and termination. For purposes of this section 19.2, “bona fide sale” shall mean action by the City Council of the City of Richmond declaring the Premises, the Property, either or both, as surplus real estate and the directing of a sale of the Premises, the Property, either or both, to an identified purchaser. The City shall give the notice required by this section 19.2 upon the adoption of an ordinance or ordinances effecting such action by City Council.

**Termination upon Construction of Permanent Transfer Station.** Landlord and Tenant agree to diligently and in good faith endeavor to identify a location for and to construct a permanent transfer center in the vicinity of downtown Richmond. Upon the commencement of passenger service operation of such permanent transfer station, this Lease will terminate.

**Non-Renewable Lease.** The lease as written is not renewable and does not automatically renew. (Staff can check with the attorney's to see if this could be explicitly spelled out in the lease.

### **Highlights on Infrastructure:**

**Updated amenities/infrastructure.** Cost approximately \$1 million less than prior planned improvements.

**Pavement.** Reduced to 2-5 year useful life quality

**Signage and Advertising.** Tenant may erect signage, including advertising signage and is entitled to all resulting advertising revenues subject to the terms of the Lease and in accordance with all applicable laws, rules, and regulations. Tenant shall ensure that all signs installed in or on the Premises comply with all applicable laws, rules, and regulations, including building and zoning codes and regulations.

**Bus Bays.** Tenant will provide approximately 12 bus bays in a saw-tooth design that allows arrival and departure at each bay independent of whether the adjacent bays are occupied by buses and that can accommodate as approximately 10 standard buses and 2 articulated buses at a time. Tenant may also provide two or more parking spaces within the area of the Transfer Center for vehicles belonging to Tenant.

**Passenger Infrastructure.** Tenant shall provide appropriate infrastructure for bus patrons on site, including but not limited to several bus shelters, benches, and trash cans. Tenant shall provide a restroom facility for use by GRTC bus operators.

**Lighting.** Tenant shall improve existing site lighting for the Transfer Station to provide visibility for patrons and buses alike during night hours. Tenant shall preserve the two existing lights in the parking portion on the southern end of the lot.

### **Highlights on Judges Parking:**

**Adjacent Parking.** Tenant may install fencing or other pedestrian barrier between the Parking Parcel and the Premises. The parking area (34 spaces) for the judges is not included as a part of the premises that GRTC is leasing.

**Pedestrian Access and Accessibility.** Tenant shall provide access for bus patrons in at least two locations from the public right-of-way: along 8th Street near the bus entrance, and by a ramp in the northeast corner of the site near the corner of Leigh Street and 9th Street. Tenant shall provide crosswalks and ADA-accessible curb ramps to route pedestrians safely from the exterior of the site to the interior islands where boarding and alighting from buses will occur.