

1 Introduction and First Reading: February 10, 2026
2 Public Hearing, Second Reading, and Final Passage: February 21, 2026
3

4 INFORMATION ON PROPOSED ORDINANCE
5

6 Title

7 AN ORDINANCE to initiate and establish the process to grant an agreement for the
8 lease, management, and operation of the Torpedo Factory Arts Center (“TFAC”), owned
9 by the City of Alexandria and located at 105 Union Street, and to authorize and direct the
10 City Manager to advertise a request for proposals for such agreement.
11

12 Summary
13

14 The proposed ordinance solicits franchise bids for the lease, management, and operation
15 of the TFAC in the City of Alexandria.
16

17 Sponsor
18

19 Department of General Services
20

21 Staff
22

23 Emily Baker, Deputy City Manager
24 Eleanor Breen, City Archaeologist
25 Bonnie Brown, Deputy City Attorney
26 Alfred Coleman, Deputy Director of Department of General Services
27 Julian Gonsalves, Strategic Projects and Public-Private Partnerships Director
28 Cheran Ivery, City Attorney
29 Bryan P. MacAvoy, Assistant City Attorney
30 Jeremy McPike, Director of Department of General Services
31 Diane Ruggiero, Deputy Director of Department of Recreation, Parks and Cultural
32 Activities
33 Liz Williams, Deputy Director, Office of Historic Alexandria
34

35 Authority
36

37 Alexandria City Charter Secs. 2.01, 2.03(g); §15.2-2100 et seq. of the Code of Virginia
38 (1950) as amended
39

40 Estimated Costs of Implementation
41

42 The Grantee will lease, manage, and operate the TFAC to the highest art, history, and
43 cultural center industry standards and in the best interest of the City. The City may
44 receive revenue in the form of payment or realize cost savings in accordance with the
45 lease terms. Staffing efforts during the franchise term include community engagement

1 and oversight to ensure the TFAC is managed and operated in accordance with the lease
2 terms.

3

4 Attachments in Addition to Proposed Ordinance and its Attachments (if any)

5 None

1 AN ORDINANCE to initiate and establish the process to grant an agreement for the lease,
2 management, and operation of the Torpedo Factory Arts Center (“TFAC”), owned by the City of
3 Alexandria and located at 105 Union Street, and to authorize and direct the City Manager to
4 advertise a request for proposals for such agreement.
5

6 THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:
7

8 Section 1. That the City of Alexandria (“the City”) proposes to execute an agreement
9 permitting the lease, management, and operation of the Torpedo Factory Arts Center (“TFAC”),
10 located at 105 Union Street in Alexandria, as set forth in the following proposed franchise
11 ordinance, which is intended to be adopted by the City Council at a later date in substantially the
12 same form and content as set forth herein, after advertisement and review of bids as set forth in
13 Section 15.2-2101 of the Code of Virginia, *et. seq.*:
14

15 ORDINANCE NO. ____
16

17 AN ORDINANCE to grant to _____, its successors and assigns, a franchise
18 (“Franchise”) under certain conditions, permitting the franchisee to lease, manage, and
19 operate the Torpedo Factory Arts Center (TFAC).
20

21 THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:
22

23 Section 1. That this Franchise is hereby granted to _____, hereinafter referred
24 to as “Grantee”, its successors and assigns, to permit the Grantee to lease, manage, and
25 operate the TFAC to the highest art, history, and cultural center industry standards and in the
26 best interest of the City, including maintenance, design, construction, and modifications to
27 further and accommodate such use.
28

29 Section 2. That the said Franchise is granted to the Grantee after public notice and
30 invitation for bids, as required by law, pursuant to Section 3 of Ordinance No. _____, and
31 after the invitation for bids was duly closed and all bids were fully and carefully investigated
32 and evaluated.
33

34 Section 3. That the Grantee be, and hereby is, granted a Franchise for no less than five
35 years, commencing on the date agreed upon by the parties as documented in the lease,
36 management and operation agreement (“Agreement”), and the Franchise may be extended, not
37 to exceed a total term of forty years, upon mutual, written contract of the parties, to lease,
38 manage and operate the TFAC to the highest art, history, and cultural center industry standards
39 and in the best interest of the City, including maintenance, design, construction, and
40 modifications to further and accommodate such use. The Agreement may provide for the
41 addition or modification of programming elements, operations, services, and uses of the TFAC
42 over the term of the Franchise, as may be negotiated by the parties, to respond to changing
43 community needs, financial conditions, and best practices in arts, history, and cultural center
44 management, provided that such changes are consistent with the overall purpose of this
45 Ordinance and the Agreement. Grantee may perform maintenance, design, construction and
46 modifications to support Grantee’s primary use of such public property in compliance with the

1 *Agreement, all applicable federal, state, and local laws and regulations. Grantee shall strictly*
2 *comply with the terms of this Ordinance and with the Agreement, together with all applicable*
3 *laws and regulations of the City of Alexandria, the Commonwealth of Virginia, and the United*
4 *States, and any regulatory agency having jurisdiction, including without limitation,*
5 *compliance with certain conditions, including but not limited to:*

- 6
- 7 1. *Comply with requests of the City Manager of the City of Alexandria (the “City*
8 *Manager”) consistent with the intent of this ordinance and the successful operation and*
9 *management of TFAC.*
- 10
- 11 2. *This Franchise may be assigned or transferred with the prior written consent of the*
12 *City.*
- 13
- 14 3. *Grantee shall obtain liability insurance policies to the satisfaction of the City Attorney*
15 *of the City of Alexandria; such insurance shall name the City as an additional insured.*
- 16
- 17 4. *Grantee shall protect all property of the City or any other person during any work to*
18 *design, install, operate, maintain, repair, and upgrade, lease, manage and operate TFAC*
19 *to the highest art, history, and cultural center industry standards and in the best interest*
20 *of the City, including maintenance, design, construction and modifications to further*
21 *and accommodate the such use, and shall fully restore, in kind, any property damaged*
22 *or destroyed during any such work.*
- 23
- 24 5. *Additional conditions provided in the Agreement attached hereto and incorporated fully*
25 *herein by reference.*

26

27 *Section 4. That the City Manager be and hereby is authorized to execute such*
28 *documents as may be required to effectuate this Franchise hereby granted.*

29

30 *Section 5. That the City Clerk of the City of Alexandria (the “City Clerk”) be and*
31 *hereby is authorized to attest the execution of said documents and to affix thereon the official*
32 *seal of the City.*

33

34 **Section 2. That upon final adoption of this Ordinance, the City Clerk shall advertise the**
35 **notice set forth below to invite bids for the Franchise proposed to be granted as set forth in Section**
36 **1. Such notice shall be published in a newspaper in the City.**

37

38 **NOTICE**

39

40 **BIDS ARE INVITED BY THE CITY OF ALEXANDRIA, VIRGINIA, FOR THE**
41 **GRANT OF A FRANCHISE PERMITTING THE GRANTEE TO LEASE, MANAGE**
42 **AND OPERATE THE TORPEDO FACTORY ARTS CENTER (TFAC) TO THE**
43 **HIGHEST ART, HISTORY, AND CULTURAL CENTER INDUSTRY STANDARDS**
44 **AND IN THE BEST INTEREST OF THE CITY, INCLUDING MAINTENANCE,**
45 **DESIGN, CONSTRUCTION, AND MODIFICATIONS TO FURTHER AND**
46 **ACCOMMODATE SUCH USE.**

1
2 THE TERMS AND CONDITIONS FOR THE FRANCHISE ARE ATTACHED TO
3 THE ORDINANCE AND ARE AVAILABLE ON THE CITY’S WEBSITE AT
4 *HTTPS://WWW.ALEXANDRIAVA.GOV/TORPEDOFACTORY.*
5

6 THE TERM OF THE FRANCHISE IS NEGOTIABLE BUT SHALL BE FOR AN
7 INITIAL TERM OF NO LESS THAN 5 YEARS WITH SUCCESSIVE
8 EXTENSIONS, NOT TO EXCEED A TOTAL TERM OF FORTY YEARS, SUBJECT
9 TO THE APPROVAL OF CITY COUNCIL.

10 ALL BIDS ARE TO BE SUBMITTED IN WRITING IN THE FORMAT REQUIRED
11 BY THE TERMS AND SPECIFICATIONS OF THE REQUEST FOR PROPOSALS
12 (THE TERMS “BIDS” AND “PROPOSALS” SHALL BE SYNONYMOUS FOR THE
13 PURPOSES OF THIS NOTICE. SIMILARLY, THE TERMS “BIDDER” AND
14 “PROPOSER” ARE SYNONYMOUS AND USED INTERCHANGEABLY). THE
15 PROPOSAL DOCUMENTS ARE TO BE SENT TO *ALFRED COLEMAN* BY E-MAIL
16 AT *ALFRED.COLEMAN@ALEXANDRIAVA.GOV*, AND MUST BE RECEIVED
17 ON OR BEFORE 4 P.M. EASTERN TIME, *APRIL 27, 2026*. AT THAT TIME BIDS
18 SHALL BE PUBLICLY OPENED AND BIDDERS IDENTIFIED. THE LOCATION
19 OF THE BID OPENING WILL BE *2331 MILL ROAD, SUITE 201, ALEXANDRIA, VA*
20 *22314*.

21 IN ADDITION, IDENTIFICATION OF ALL BIDDERS SHALL BE ANNOUNCED,
22 A BRIEF SUMMARY OF EACH BID RECEIVED SHALL BE READ, AND THE
23 PRESIDING OFFICER SHALL INQUIRE IF ANY FURTHER BIDS ARE OFFERED
24 IN OPEN SESSION OF THE CITY COUNCIL FOR THE CITY OF ALEXANDRIA
25 IN THE CITY COUNCIL CHAMBER AT DEL PEPPER COMMUNITY RESOURCE
26 CENTER, 4850 MARK CENTER DR., ROOM 1305, ALEXANDRIA, VA 22311, ON
27 TUESDAY, MAY 12, 2026 OR AS SOON THEREAFTER AS PRACTICABLE AND
28 AS DULY NOTICED BY THE CITY COUNCIL. AT THE SAID MEETING, THE
29 PRESIDING OFFICER SHALL DECLARE THE BIDDING CLOSED AND THE
30 PRESIDING OFFICER SHALL REFER THE BIDS RECEIVED TO THE CITY
31 MANAGER AND/OR CITY STAFF TO EVALUATE, REVIEW, AND CONSIDER
32 IN THE MANNER PRESCRIBED BY THE TERMS AND SPECIFICATIONS OF
33 THE REQUEST FOR PROPOSALS, INCLUDING THE SELECTION OF, AND
34 NEGOTIATION OF A FRANCHISE AGREEMENT OR SIMILAR DOCUMENT
35 WITH A RESPONSIVE BIDDER. AS SOON THEREAFTER AS PRACTICABLE,
36 THE CITY MANAGER AND/OR STAFF WILL RECOMMEND THE SUCCESSFUL
37 BIDDER AND PRESENT THE NEGOTIATED FRANCHISE AGREEMENT FOR
38 CONSIDERATION AND APPROVAL BY CITY COUNCIL.
39

40 THE CITY RESERVES THE RIGHT IN THE CITY MANAGER’S SOLE
41 DISCRETION TO REJECT ANY AND ALL BIDS, TO TERMINATE
42 NEGOTIATIONS AT ANY STAGE OF THE SELECTION PROCESS, AND TO
43 READVERTISE THE ORDINANCE WITH OR WITHOUT MODIFICATION.
44

1 THE DESCRIPTIVE NOTICE OF THE PROPOSED FRANCHISE NOTICE IS
2 AS FOLLOWS:
3

4 The proposed ordinance will grant an exclusive franchise under certain
5 conditions, permitting the grantee to lease, manage, and operate the Torpedo Factory
6 Arts Center (TFAC), including maintenance, design, construction, and modifications to
7 further and accommodate such use. Complete text of the ordinance is available in the
8 office of the City Clerk.
9

10 Section 3. That this Ordinance shall become effective on the date and at the time of its
11 final passage.
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ALYIA GASKINS
Mayor

ATTEST:

10 GLORIA M. SITTON
11 City Clerk
12 Ordinance Attachments
13 Exhibit 1:
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15
16
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