ORDINANCE NO. 5625

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

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

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

ORDINANCE NO. ____

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

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

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

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

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

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

1. *Comply with requests of the City Manager of the City of Alexandria (the "City Manager") consistent with the intent of this ordinance and the successful operation and management of TFAC.*

2. *This Franchise may be assigned or transferred with the prior written consent of the City.*

3. *Grantee shall obtain liability insurance policies to the satisfaction of the City Attorney of the City of Alexandria; such insurance shall name the City as an additional insured.*

4. *Grantee shall protect all property of the City or any other person during any work to design, install, operate, maintain, repair, and upgrade, lease, manage and operate TFAC to the highest art, history, and cultural center industry standards and in the best interest of the City, including maintenance, design, construction and modifications to further and accommodate the such use, and shall fully restore, in kind, any property damaged or destroyed during any such work.*

5. *Additional conditions provided in the Agreement attached hereto and incorporated fully herein by reference.*

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

Section 5. That the City Clerk of the City of Alexandria (the "City Clerk") be and hereby is authorized to attest the execution of said documents and to affix thereon the official seal of the City.

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

NOTICE

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

THE TERMS AND CONDITIONS FOR THE FRANCHISE ARE ATTACHED TO THE ORDINANCE AND ARE AVAILABLE ON THE CITY'S WEBSITE AT *HTTPS://WWW.ALEXANDRIAVA.GOV/TORPEDOFACTORY.*

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

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

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

THE CITY RESERVES THE RIGHT IN THE CITY MANAGER'S SOLE DISCRETION TO REJECT ANY AND ALL BIDS, TO TERMINATE NEGOTIATIONS AT ANY STAGE OF THE SELECTION PROCESS, AND TOREADVERTISE THE ORDINANCE WITH OR WITHOUT MODIFICATION.

THE DESCRIPTIVE NOTICE OF THE PROPOSED FRANCHISE NOTICE IS AS FOLLOWS:

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

Section 3. That this Ordinance shall become effective on the date and at the time of its final passage.

ALYIA GASKINS
Mayor

ATTEST:

Gloria A. Sitton, CMC City Clerk

Approved as to Form:

Cheran Cordell Ivery City Attorney

Final Passage: February 21, 2026

Ordinance Attachments
Exhibit 1