

Meeting Date (?) 02/28/2017

Subject Matter* (?) Mobility Worldwide Lease
This must match rolling agenda entry

Department of Origin* EXECUTIVE

Submitted By* Hugh R. Walker

Type of Meeting* BCD Special Regular

Classification* Public Hearing Consent Statutory Regular

Ordinance* None First Read Second Read First & Only Read

Strategic Initiative* Public Safety Service
 Economic Development Infrastructure
 Quality of Life

Agenda Item Description* Consideration of a proposed initial six (6) month lease between the City of Bryan and Mobility Worldwide of the Brazos Valley for the lease of the approximately 3,891 square foot maintenance building and immediately surrounding property located on the former Bryan U.S. Army Reserve Center, now owned by the City of Bryan, located at 511 West Carson Street. If all extensions are approved, this lease term results in a total of ten (10) years.

Summary Statement* Representatives of Mobility Worldwide of the Brazos Valley (formerly the P.E.T. project – Personal Energy Transportation) have requested the ability to lease the former vehicle maintenance facility located on the former Bryan U.S. Army Reserve Center (511 West Carson Street) property. To date, while some interest has been expressed in the property, either in parts or in whole, formal proposals have not been provided – with one exception.

In March 2016, the City of Bryan released Request for Proposal (RFP) #16-017. The Brazos Valley Council of Governments submitted the sole response. The City did not take action to accept the proposal. Since that time, the property has not been aggressively marketed; however, the property has been shown to interested parties.

Mobility Worldwide is a faith-based, volunteer-powered, humanitarian, and world-wide organization. The entity began in 1994 in an effort to provide three-wheeled, hand-cranked wheelchairs for victims of polio and landmines. Over 60,000 carts have been built nationwide. In the United States, Mobility Worldwide operates as a tax-exempt 501(c)(3) under the U.S. Internal Revenue Code.

Mobility Worldwide of the Brazos Valley, one of twenty-two U.S. shops, was the third entity to become operational; another shop exists in Zambia. Today, Mobility Worldwide assembles three-wheeled carts for the mobility-challenged, individuals who have lost the use of their legs.

Locally, Mobility Worldwide is almost entirely volunteered based with the exception of only two paid employees within the U.S. The local entity provides volunteer opportunities for retirees and veterans. The local group claims fifty-two volunteers and approximately 600 volunteer hours each month. The Brazos Valley group is one of the top producers of mobility carts with almost 3,000 units produced to date. The Brazos Valley branch has hosted the Mobility Worldwide International Conference, and carts assembled in Bryan proudly display the local logo.

When possible, materials are purchased locally. The Brazos Valley group has provided service hour opportunities for Aggieland Lions Club (on campus) members and Texas A&M marketing majors. Additionally, the Mays Business School has been involved with the local organization. Local representatives claim the service attracts visitors to the community; visitors include other volunteers and mission groups who come to assist. These visitors may stay in local hotels, eat in local restaurants, and purchase goods from local businesses, all of which benefit the local economy.

A summary of the lease terms includes:

*Section I (The Lease Premises): The Lease Premises are defined through Exhibits "A" and "B". Exhibit "A" states, the Lease Premises consists of an approximately 3,891 square foot maintenance building located on the Property and more specifically described as part of a 4.89 acre tract or parcel of land lying and being situated in the Zeno Phillips League, Brazos County, Texas, and formerly known as the Bryan U.S. Army Reserve Center.

*Section II (Parking): Parking and Exhibit "B" are referenced.

*Section III (Rent): Rent is \$100 per month.

*Section IV (Utilities): Lessee is responsible for all utility costs, and failure to remain current on all charges results in termination of the agreement

*Section V (Terms and Termination): The initial term is for six (6) months with nineteen (19) automatic renewals for a total period of ten (10) years. However, the lease may be terminated by either party with sixty (60) calendar days written notice prior to the expiration of either the initial six-month term or any six-month renewal term.

*Section VI (Maintenance and Repairs): Essentially, the Lessee is responsible for all minor repairs and maintenance costs, including routine regular cleaning and keeping the Lease Premises in a clean and orderly condition. The City may immediately terminate the Agreement should a repair be required for the continued use of the building, which is not the obligation of the Lessee.

*Section VII (Alterations and Modifications): The Lessee is financially responsible for additions, modifications, and improvements, with the prior written approval of the City Manager.

*Section VIII (Damage to Lease Premises): Lessee is responsible for damaged cause by the Lessee and must promptly notify the City.

*Section IX (Release, Indemnification and Hold Harmless): Lessee is an independent Contractor and agrees to assume all risks related to its program, activities, services and use of the Lease Premises. This section recognizes the City's Sovereign Immunity.

*Section X (Insurance): The City's standard insurance requirements are listed for the Lessee.

*Section XI (Miscellaneous Provisions): Multiple miscellaneous provisions are included in this heading, and these provisions are considered standard boilerplate language. Miscellaneous provisions include such subheadings as severability, assignment, amendment, notice, etc.

Staff Analysis & Recommendation*

Based on the reliance of volunteers and the international benefit the carts provide, staff recommends that the City Council approve this proposed lease. Mobility Worldwide of the Brazos Valley provides worthy and productive volunteer opportunities for individuals in the community. The outreach the organization provides has a local and international impact.

Having a group on the property may provide additional security to the area simply by having individuals present on the property. A tenant puts the vacant facility to good use, and somewhat limits maintenance and upkeep required by the City.

If in the future, the City decides to pursue other uses or opportunities for the property and facilities, the lease can be terminated with sixty (60) days notice before a new lease term begins.

Options*

(In Suggested Order of Staff Preference)

1. Approve the proposed lease agreement.
2. Amend the proposed lease agreement and then approve, which may require additional discussions with Mobility Worldwide Brazos Valley and consideration at a future City Council meeting.
3. Do not approve the proposed lease agreement and provide direction to staff.
4. Other.

Funding Source*

Unless the City decides to make improvements to the Lease Premises, the City will not incur costs. Conversely, Mobility Worldwide makes \$100/month lease payments to the City.

Attachments

02142017_MobilityWorldwide_ProvidedDocuments.pdf	1.03MB
MobilityWorldwide_ExhibitB.pdf	462.58KB
MobilityWorldwide_Lease_2017.docx	33.16KB

Please detail attachments and note attachments available for viewing in City Secretary's Office:

1. Documents from Mobility Worldwide of the Brazos Valley, including their "Proposal for Lease"
2. Proposed lease agreement, including Exhibits "A"
3. Exhibit "B" to the proposed lease agreement

Dept. Head Signature

Hugh R. Walker

Deputy City Manager Signature

Hugh R. Walker

City Manager Signature



City Attorney Signature

Janis K. Hampton