

RESUME

February 12, 2019

**AUTHORIZATION TO SCHEDULE A PUBLIC HEARING TO CONSIDER
APPROVAL TO LEASE A PORTION OF THE CENTRAL WELLNESS CENTER
TO THE PRINCE GEORGE WOMEN'S CLUB**

Representatives of the Women's Club of Prince George have approached the County to request that the County lease a portion of the Central Wellness Center to the organization to be used for activities that support community service projects in Prince George County. The County is not using all of the rooms on the first floor of the Central Wellness Center and the one room (formerly an office) to be leased to the Women's Club is not currently needed for general government activities of the County. The draft lease does not provide for a lease payment to the County. (See attached Lease).

In order to lease real estate owned by the County, the Board must hold a public hearing pursuant to § 15.2-1800 of the Code of Virginia, 1950, as amended.

County of Prince George Board of Supervisors

Notice is hereby given to all interested persons that the Prince George County Board of Supervisors will hold a public hearing on Tuesday, February 12, 2019, beginning at 7:30 p.m. in the Board of Supervisors Meeting Room, Third Floor of the County Administration Building, 6602 Courts Drive, Prince George, Virginia, (located at the intersection of Laurel Springs Road and Courts Drive in the County Government Complex) pursuant to Title 15.2-1800, Code of Virginia (1950), as amended, to consider:

The conveyance of a lease for a portion of the Central Wellness Center (located at 11023 Prince George Drive) with a total square foot area of 609 feet to the Prince George Women's Club. The initial lease will be from March 1, 2019 to February 28, 2020 with the County having the option of renewing the lease for two successive three-year terms.

A copy of the Lease is available for review in the Office of the County Administrator/Clerk to the Board of Supervisors, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia, Monday through Friday from 8:30 a.m. until 5:00 p.m.; Tel. 722-8600. All interested persons shall be given an opportunity to be heard.

Percy C. Ashcraft
County Administrator

**LEASE AGREEMENT FOR USE OF A PORTION OF THE
PRINCE GEORGE CENTRAL WELLNESS CENTER BETWEEN
THE COUNTY OF PRINCE GEORGE, VIRGINIA AND
WOMEN'S CLUB OF PRINCE GEORGE**

THIS LEASE AGREEMENT ("Lease") made this ____ day of January, 2019 by and between the **COUNTY OF PRINCE GEORGE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("County" and Lessor) with a business address of 6602 Courts Drive, Prince George, Virginia 23875, and the **WOMEN'S CLUB OF PRINCE GEORGE COUNTY**, a private, non-profit § 501(c) (3) corporation ("Women's Club" and Lessee) with a mailing address of Post Office Box 21, Prince George, Virginia 23875.

WITNESSETH:

WHEREAS, the County is the fee simple owner of a 14.00-acre tract of land located at 11023 Prince George Drive that is improved with structures that were formerly used by the Prince George County School Board ("Central Wellness Center"); and

WHEREAS, the County is not using all of the Central Wellness Center and a portion of the building is not currently necessary for the general government needs of the County; and

WHEREAS, the Women's Club desires to use a portion of the Wellness Center for administrative space for the purpose of meeting in support of community service projects and other activities in Prince George County.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the County hereby leases to the Women's Club, for its non-exclusive use, upon the terms and conditions contained herein, the following described premises located at 11023 Prince George Drive:

An office area, approximately 609 square feet in Room 113 in the Central Wellness Center; all as more particularly shown and designated on Exhibit B as "leased area."

1. Term: The term of this lease shall be one (1) year from March 1, 2019 to February 28, 2020. At the end of the 1-year term, this lease may renew for two successive three-year terms if the County gives written notice of renewal at least ninety (90) days prior to the expiration of each term. In addition, the County may terminate the agreement, without cause, at any time by giving 30 days written notice if the leased premises, in the sole discretion of the County, are needed for general government or other public uses or the Women's Club is not using the space sufficiently or has not diligently complied with the terms of this Agreement. The County also has the right to terminate this lease agreement if it chooses to transfer the lease to a different non-profit or public entity or convey the leased premises or portions or all of the building to others in a way that would affect the leased premises.

2. Use: The County grants to the Women's Club the right to use, clean and maintain the leased premises for activities in support of community service projects, related activities and meetings of the Women's Club in accordance with the terms of this lease. The County also grants to the Women's Club the right to use existing parking areas and recycling and trash disposal containers at the Central Wellness Center. During the term of the lease, the County will continue to have access to the leased premises for inspection or maintenance or to improve the premises. The Women's Club accepts the property "as is" and warrants that it has done a diligent inspection of the property and is aware of the

condition of the interior and all structures and any environmental or safety issues that may require remediation.

3. Access: The Women's Club will insure that only authorized representatives of the Women's Club and citizens have access to the leased premises during the designated hours of operation. All ingress and egress shall be through doors "1 and 2" as shown on Exhibit B. The Women's Club will insure that it keeps a log or roster of keys and that no extra keys are made. If the Women's Club violates this provision, it will pay for the cost of changing locks and new keys. Representatives of the Women's Club and users of its services may only access areas within the building beyond the leased premises in order to use the bathrooms, use the water fountain, or use other spaces open to the public. No parking shall occur at the Wellness Center other than during approved days and times of operation of the Women's Club.
4. Hours of Operation: The Women's Club shall provide recommended hours for using the leased space to the County annually, for its approval, no later than January 1 of each year. The leased premises may only be used during days and hours that have been approved in advance by the County.
5. Charitable uses: The Women's Club intends to use the leased premises for its activities within the purposes of supporting community service projects. All such activities shall be within the building in the leased premises.
6. Utilities: Water service will be provided by the existing public water and sewer service with all charges to be paid by the County. The County will also pay any utility costs related to the use of the leased premises including electricity, cable TV, natural gas,

heating oil and propane. All bug, pest or vermin control measures shall be performed by the County.

7. Maintenance: The Women's Club will maintain, at its expense, all of the leased premises during the term of this lease in a safe and clean manner as determined by the County and in such a way as to protect any future use of the buildings for general government use. The County will maintain the remaining portions of the Central Wellness Center and the grounds within the 14-acre parcel. The leased premises and related areas shall be kept in a clean and neat condition and cleaned and straightened to original condition after the completion of daily activities or after any special event, solely at the Women's Club's expense. If maintenance by the Women's Club is deemed inadequate as determined by the County, The Women's Club will pay the cost of maintenance or clean-up if performed at the County's direction.
8. Improvements: The Women's Club may make improvements or repairs to the leased premises at its sole expense only upon prior approval of the County and so long as such improvements or repairs do not negatively affect the current or future use of the leased premises by the County. The Women's Club, at its expense, may install appropriate signage identifying its use of the leased premises at a location and with a design approved by the County.
9. Insurance: The Women's Club, during the term of this lease, shall maintain liability, premises and personal and real property damage insurance that is commercially available at a reasonable cost insuring against liability arising out of the Women's Club's use of the leased premises in an amount and form of the policy approved by the County. The

County and its employees/agents will be named as additional insureds. The County will maintain insurance on the structures and property insuring against loss or damage during the term of this lease. The Women's Club agrees to indemnify and hold harmless the County and its agents, officers and employees from any and all property damage, personal injuries or death as a result of its activities under this lease.

10. Supervision: All charitable activities by the Women's Club shall be attended by a responsible adult over 21 years of age and all activities shall be supervised by an adult over 21 years of age.

11. Designated representatives for all matters relating to this lease shall be:

Women's Club:

Prince George County:

Percy C. Ashcraft
County Administrator
P. O. Box 68
Prince George, VA 23875

IN WITNESS WHEREOF, the Women's Club and County have each executed this Agreement by officials authorized to legally bind each party.

COUNTY OF PRINCE GEORGE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (Lessor)

By _____
Title: County Administrator

STATE OF VIRGINIA,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of January, 2019, by Percy C Ashcraft, County Administrator, on behalf of the COUNTY OF PRINCE GEORGE, VIRGINIA.

My commission expires:

Registration Number:

Notary Public

**WOMEN'S CLUB OF PRINCE GEORGE COUNTY, a
private, non-profit § 501(c) (3) corporation (Lessee)**

By _____

Title

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of January, 2019 by
_____, _____ on behalf of the **WOMEN'S CLUB
OF PRINCE GEORGE COUNTY, a private, non-profit § 501(c)(3) corporation.**

My commission expires:

Registration Number:

Notary Public

APPROVED AS TO FORM:

Steven L. Micas, County Attorney

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 12th day of February, 2019:

Present:

Vote:

Donald R. Hunter, Chairman
Floyd M. Brown, Jr., Vice-Chairman
Alan R. Carmichael
Marlene J. Waymack
T. J. Webb

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On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

AUTHORIZATION TO SCHEDULE A PUBLIC HEARING TO
CONSIDER APPROVAL TO LEASE A PORTION OF THE
CENTRAL WELLNESS CENTER TO THE WOMAN’S CLUB OF
PRINCE GEORGE COUNTY

NOW, THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 12th day of February, 2019, does hereby authorize the advertisement of a public hearing to consider approval to lease a portion of the Central Wellness Center to the Woman’s Club of Prince George County.

A Copy Teste:

Percy C. Ashcraft
County Administrator