

RESUME

April 9, 2019

**PUBLIC HEARING TO CONSIDER APPROVAL TO LEASE
A PORTION (ROOM 112) OF THE CENTRAL WELLNESS
CENTER TO THE ST. JAMES LODGE #128, A LODGE OF MOST WORSHIPFUL PRINCE
HALL GRAND LODGE OF VIRGINIA, INCORPORATED IN VIRGINIA AND HELENA
CHAPTER #110, A CHAPTER OF THE GRAND CHAPTER ORDER OF THE EASTERN
STAR OF VIRGINIA, PHA, INCORPORATED IN VIRGINIA**

Representatives of the St. James Masonic Lodge #128 and Helena Chapter #110 have approached the County to request that the County lease a portion of the Central Wellness Center to these organizations to be used for activities that support community service projects in Prince George County. The organizations have made monetary donations to women and children who reside at the James House who have been victims of domestic abuse, have donated book bags and school supplies, afforded opportunities for scholarships and continuing education and provided support for families in need during Thanksgiving and Christmas. The County is not using all of the rooms on the first floor of the Central Wellness Center and the one room (Room 112) to be leased to the organizations 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.

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 9th day of April, 2019.

Present:

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

Vote:

P-1

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

RESOLUTION; LEASE AGREEMENT; THE ST. JAMES LODGE #128, A LODGE OF MOST WORSHIPFUL PRINCE HALL GRAND LODGE OF VIRGINIA, INCORPORATED IN VIRGINIA AND HELENA CHAPTER #110, A CHAPTER OF THE GRAND CHAPTER ORDER OF THE EASTERN STAR OF VIRGINIA, PHA, INCORPORATED IN VIRGINIA

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Prince George this 12th day of May, 2015 does hereby authorize the County Administrator to execute an Agreement of Lease between Prince George County and The St. James Lodge #128, a Lodge of Most Worshipful Prince Hall Grand Lodge of Virginia, Incorporated in Virginia and Helena Chapter #110, a Chapter of the Grand Chapter Order of The Eastern Star of Virginia, PHA, Incorporated in Virginia.

A Copy Teste:

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 ST. JAMES LODGE #128, A LODGE OF MOST WORSHIPFUL PRINCE HALL GRAND LODGE OF VIRGINIA, INCORPORATED IN VIRGINIA AND HELENA CHAPTER #110, A CHAPTER OF THE GRAND CHAPTER ORDER OF THE EASTERN STAR OF VIRGINIA, PHA, INCORPORATED IN VIRGINIA

THIS LEASE AGREEMENT (“Lease”) made this ____ day of March, 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 **ST. JAMES LODGE #128**, a lodge of Most Worshipful Prince Hall Grand Lodge of Virginia, incorporated in Virginia, **AND HELENA CHAPTER #110**, a chapter of the Grand Chapter of the Eastern Star of Virginia, PHA, incorporated in Virginia, (“Organizations” or Lessee) with a mailing address of 10621 Lamore Drive, Disputanta, VA 23842 and 10682 Lamore Drive, Disputanta, VA 23842 respectively.

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 Organizations desire 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 Organizations, for its non-exclusive use, upon the terms and conditions contained herein, the following described premises located at 11023 Prince George Drive:

Room 112, approximately 609 square feet 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 April 1, 2019 to March 31, 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 Lodges 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 Organizations the right to use, clean and maintain the leased premises for activities in support of community service projects, related activities and meetings of the Organizations in accordance with the terms of this lease. The County also grants to the Organizations 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 Organizations 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 Organizations will insure that only authorized representatives of the Organizations 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 Organizations will insure that it keeps a log or roster of keys and that no extra keys are made. If the Organizations violate this provision, it will pay for the cost of changing locks and new keys. Representatives of the Organizations 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 Organizations.
4. Hours of Operation: The Organizations 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 Organizations intend 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. The organizations agree to continue

donations to victims of domestic abuse, donations of school supplies and book bags, support for needy families and opportunities for scholarships and continuing education for recipients not related to organization members, to the same degree as existed prior to the beginning of the lease.

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 Organizations 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 Organizations expense. If maintenance by the Organizations is deemed inadequate as determined by the County, the Organizations will pay the cost of maintenance or clean-up if performed at the County's direction.
8. Improvements: The Organizations 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 Organizations, 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 Organizations, 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 Organizations' 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 Organizations agree 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 Organizations 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:

St. James Lodge #128:

Floyd M. Brown, Sr.
10621 Lamore Drive
Disputanta, VA 23842
(804) 733-9971

Helena Chapter #110:

Robin M. Brown
10682 Lamore Drive
Disputanta, VA 23842
(804) 691-8004

Prince George County:

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

IN WITNESS WHEREOF, the Organizations 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 March, 2019, by Percy C. Ashcraft, County Administrator, on behalf of the COUNTY OF PRINCE GEORGE, VIRGINIA.

My commission expires:

Registration Number:

Notary Public

ST. JAMES LODGE #128, a lodge of Most Worshipful Prince Hall Grand Lodge of Virginia, incorporated in Virginia (Lessee)

By _____

Title

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of March, 2019 by _____, _____ on behalf of the ST. JAMES LODGE #128.

My commission expires:

Registration Number:

Notary Public

HELENA CHAPTER #110, a chapter of Grand Chapter Order of the Eastern Star of Virginia, PHA, incorporated in Virginia (Lessee)

By _____

Title

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of March, 2019 by _____ on behalf of the HELENA CHAPTER #110.

My commission expires:

Registration Number:

Notary Public

APPROVED AS TO FORM:

Steven L. Micas, County Attorney

CENTRAL WELLNESS CENTER MAP

Exhibit B

