

Issue Analysis Form



Date: November 23, 2021
Central Wellness Center
Item: Lease
Lead Department(s): General Services
Contact Person(s): Dean Simmons

Description and Current Status

Representatives of the American Legion Post 1703 have approached the County to request that the County lease a room in the Central Wellness Center to this organization to be used for activities that support the well-being of America's veterans, their families, our military, and communities by the devotion of mutual helpfulness.

In order to lease real estate owned by the County, the Board must hold a public hearing pursuant to Section 15.2-1800 of the Code of Virginia, 1950, as amended. A draft lease is attached for consideration; a motion approving the County to lease a room in the Central Wellness Center to the American Legion Post 1703 is requested.

Sample Motion: I move that the Board approve the lease for the American Legion Post 1703 to lease a room in the Central Wellness Center.

Government Path

- | | | |
|---|---|--|
| Does this require IDA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require BZA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does This require Planning Commission Action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require Board of Supervisors action? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does this require a public hearing? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| If so, before what date? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Fiscal Impact Statement

The draft lease does not provide for a lease payment to the County.

County Impact

The County is not using all of the rooms on the first floor of the Central Wellness Center and the one room (Room 116) to be leased to the organization is not currently needed for general government activities of the County.

Notes

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 23rd day of November, 2021:

Present:

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

Vote:

P-4

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

PUBLIC HEARING; LEASE AGREEMENT FOR USE OF A PORTION
OF THE PRINCE GEORGE CENTRAL WELLNESS CENTER BETWEEN
THE COUNTY OF PRINCE GEORGE, VIRGINIA AND
AMERICAN LEGION POST 1703

NOW, THEREFORE, BE IT RESOLVED, that the Prince George County Board of Supervisors this 23rd day of November, 2021 does hereby authorize the County Administrator to execute an Agreement of Lease between Prince George County and the American Legion Post 1703.

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 AMERICAN LEGION POST 1703

THIS LEASE AGREEMENT (“Lease”) made this ____ day of _____, 2021 by and between the **COUNTY OF PRINCE GEORGE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“County”) with a business address of 6602 Courts Drive, Prince George, Virginia 23875, and the **AMERICAN LEGION POST 1703**, (“Post 1703”) with a mailing address of Post Office Box 1703, Prince George, VA 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, Post 1703 desires to use a portion of the Central Wellness Center for meetings and activities.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the County hereby leases to Post 1703, for its non-exclusive use, upon the terms and conditions contained herein, the following described premises located at 11023 Prince George Drive (hereinafter the “Premises”):

Room 116, 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 from December 1, 2021 to December 1, 2022 (hereinafter “Initial Term”). In addition, the County may terminate the agreement, without cause, at any time by giving 30 days written notice if the Premises, in the sole discretion of the County, are needed for general government or other public uses or Post 1703 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 upon 30 days written notice if it chooses to transfer the lease to a different non-profit or public entity or convey the Premises or portions or all of the building to others in a way that would affect the Premises.
2. Option to Renew: At the end of the Initial Term or any extension or renewal thereof, Post 1703 may, at its option, extend the agreement for an additional one (1) year period under the same terms and conditions herein, provided that Post 1703 shall give the County written notice of its intentions thirty (30) days before the expiration date of the Initial Term or Renewal Term.
3. Use: The County grants to Post 1703 the right to use, clean and maintain the Premises for activities in support of its mission, related activities and meetings of Post 1703 in accordance with the terms of this lease. The County also grants to Post 1703 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 Premises for inspection or maintenance or to improve the Premises. Post 1703 accepts the Premises “as is” and warrants that it has done a diligent inspection of the Premises and is aware of the condition of the interior and any environmental or safety issues that may require remediation.

4. Access: Post 1703 will ensure that only authorized representatives of Post 1703 and citizens have access to the Premises during the designated hours of operation. All ingress and egress shall be through doors “1 and 2” as shown on Exhibit B. Post 1703 will insure that it keeps a log or roster of keys and that no extra keys are made. If Post 1703 violates this provision, it will pay for the cost of changing locks and new keys. Representatives of Post 1703 and users of its services may only access areas within the building beyond the 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 Post 1703.
5. Hours of Operation: Post 1703 shall provide recommended hours for using the Premises to the County, for its approval, within one week of the effective date of the lease. The Premises may only be used during days and hours that have been approved in advance by the County.
6. Charitable uses: Post 1703 intends to use the Premises for its activities within the purposes of enhancing the well-being of America’s veterans, their families, our military, and communities by the devotion to mutual helpfulness. All such activities shall be within the building in the Premises.
7. 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 Premises including electricity, cable TV, natural gas, heating oil and propane. All bug, pest or vermin control measures shall be performed by the County.

8. Maintenance: Post 1703 will maintain, at its expense, all of the 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 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 Post 1703's expense. If maintenance by Post 1703 is deemed inadequate as determined by the County, Post 1703 will pay the cost of maintenance or clean-up if performed at the County's direction.

9. Improvements: Post 1703 may make improvements or repairs to the Premises at its sole expense only upon prior written approval of the County and so long as such improvements or repairs do not negatively affect the current or future use of the Premises by the County. Post 17003, at its expense, may install appropriate signage identifying its use of the Premises at a location and with a design approved by the County.

10. Insurance: Post 1703, during the term of this lease, shall maintain liability, premises and personal and real property damage insurance in the amount of One Million Dollars (\$1,000,000) that is commercially available at a reasonable cost insuring against liability arising out of Post 1703's use of the 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.

11. Post 1703 agrees to indemnify, defend 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.
12. Supervision: All activities of Post 1703 shall be supervised by an adult over 21 years of age.
13. Designated representative for all matters relating to this lease shall be:

American Legion
Post 1703:

Mabel Combo-Farris
Commander
Post Office Box 1703
Prince George, VA 23875

Prince George County:

Percy C. Ashcraft
County Administrator
Post Office Box 68
Prince George, VA 23875

IN WITNESS WHEREOF, Post 1703 and the 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 November, 2021, by Percy C. Ashcraft, County Administrator, on behalf of the COUNTY OF PRINCE GEORGE, VIRGINIA.

My commission expires: _____

Registration Number: _____

Notary Public

AMERICAN LEGION POST 1703 (Lessee)

By _____

Title

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of November, 2021 by _____ on behalf of **AMERICAN LEGION POST 1703**.

My commission expires: _____

Registration Number: _____

Notary Public

APPROVED AS TO FORM:

Dan N. Whitten, County Attorney

**NOTICE OF PUBLIC HEARING
COUNTY OF PRINCE GEORGE**

Notice is hereby given to all interested persons that the Prince George Board of Supervisors will hold a public hearing on November 23, 2021 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 § 15.2-1427, Code of Virginia (1950), as amended, to consider:

The conveyance of a lease for a room in the Central Wellness Center located at 11023 Prince George Drive (Room 116) to the American Legion Post 1703. The initial lease will be from December 1, 2021 to December 1, 2022 with the American Legion Post 1703 having the option of renewing the lease for one-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