

Issue Analysis Form



Date: June 14, 2022
Item: Central Wellness Center Lease
Lead Department(s): Parks & Rec
Contact Person(s): Dan Whitten & Keith Rotzell

Description and Current Status

The Prince George Wrestling Association is a non-profit group dedicated to youth wrestling competition, instruction and coaching. The Association has leased a portion of the Central Wellness Center since June 2015. The current lease expired May 31, 2022. The new lease term will be back dated to June 1, 2022 through May 31, 2023 with two successive three-year renewal terms if the County gives written notice of renewal at least thirty (30) days prior to the expiration of each term.

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 authority to advertise the lease for a public hearing on July 12, 2022, is requested.

Sample Motion: I move that the Board approve advertisement for the Prince George Youth Wrestling Association to lease a portion of 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 checked="" type="checkbox"/> Yes | <input 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

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 14th day of June, 2022:

Present:

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

Vote:

A-10

On motion of _____, seconded by _____, which carried by a vote of _____ in favor and _____ opposed, the following Resolution was adopted:

**RESOLUTION: AUTHORITY TO ADVERTISE PUBLIC HEARING
TO LEASE A PORTION OF THE CENTRAL WELLNESS CENTER
TO THE PRINCE GEORGE YOUTH WRESTLING ASSOCIATION**

NOW, THEREFORE, BE IT RESOLVED that the Prince George County Board of Supervisors this 14th day of June, 2022, does hereby authorize the advertisement of a public hearing on July 12, 2022, regarding leasing space in the Central Wellness Center to the Prince George Youth Wrestling Association.

A Copy Teste:

Jeffrey D. Stoke
County Administrator

**LEASE AGREEMENT FOR USE OF A PORTION OF THE
PRINCE GEORGE CENTRAL WELLNESS CENTER BETWEEN THE COUNTY OF
PRINCE GEORGE, VIRGINIA AND PRINCE GEORGE YOUTH WRESTLING
ASSOCIATION, INC.**

THIS LEASE AGREEMENT (“Lease”) made this ____ day of July, 2022, 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 **PRINCE GEORGE YOUTH WRESTLING ASSOCIATION, INC.**, a private, non-profit § 501(c)(3) corporation (“Association” and Lessee) with a business address of 14314 Lebanon Road, Spring Grove, Virginia 23881

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 Association desires to use a portion of the Wellness Center for youth wrestling, instruction, coaching, practices and meets to serve youth in Prince George County.

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

A 43.8 x 52.5 area and a 32 x 19 area, approximately 2,912 square feet of the cafeteria and office in the Central Wellness Center; all as more particularly shown and designated on Exhibit A as Wrestling (Cafeteria/Kitchen) and Wrestling Office.

1. Term: The term of this lease shall be one (1) year from June 1, 2022 to May 31, 2023. 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 thirty (30) 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 Association 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 lease 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 Association the right to use, clean and maintain the leased premises for youth wrestling, instruction, coaching, practices and meets in accordance with the terms of this lease. The County also grants to the Association 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. In addition to use of the leased premises, the Association may request that the County allow use of the gymnasium for wrestling meets. Such use may be allowed upon terms and conditions imposed by the County. Except during official wrestling meets where the sale of food products may be offered for the purpose of raising funds, there shall be no consumption of food within the building. The existing kitchen shall not be used for the preparation of food. The Association

accepts the property “as is” and warrants that it has done a diligent inspection of the property and is aware of the condition of all structures and any environmental or safety issues that may require remediation.

3. Background checks: The Association will provide the County with a list of all coaches, assistant coaches, instructors or mentors prior to engaging in activities in the leased space. All such persons shall be subjected to a background check conducted by the County.
4. Access: The Association will insure that only authorized representatives of the Association 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 A. Association will insure that it keeps a log or roster of keys and that no extra keys are made. If Association violates this provision, it will pay for the cost of changing locks and new keys. Representatives of Association and users of services or spectators may only access areas within the building beyond the leased premises in order to use the bathroom or use the water fountain. No parking shall occur at the Wellness Center other than during approved days and times of operation of the Association.
5. Hours of Operation: The leased premises may only be used during days and hours approved in writing by the County. The Association shall provide recommended hours of usage three times each year on January 1, May 1 and September 1.
6. Security: Each day that services are provided, Association will turn off the security alarm upon initial entry and reinstate the security alarm upon leaving. Association will each day at the end of activity manually check the bathroom and kitchen to insure that no people remain in the building.

7. Charitable uses: The Association intends to use the leased premises for youth recreational and athletic use. All such activities shall be within the building in the leased premises.
8. 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.
9. Maintenance: The Association 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 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 or meet, solely at Association's expense. All trash shall be disposed of at the end of the day in the exterior "dumpsters" and Association shall separate recyclables and place in appropriate bins. If maintenance by Association is deemed inadequate as determined by the County, Association shall pay the costs of maintenance or clean-up if performed at the County's direction.
10. Improvements: The Association 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 Association, 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.

11. Insurance: The Association, 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 Association's use of the leased premises in an amount and form of the policy approved by the County. The County and its 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. Association 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.

12. Supervision: All charitable activities by the Association 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.

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

Association:	Christel and Larry Laxton Prince George Youth Wrestling Association, Inc. 14314 Lebanon Road Spring Grove, VA 23881
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Prince George County:	Jeffrey D. Stoke County Administrator 6602 Courts Drive Post Office Box 68 Prince George, VA 23875
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IN WITNESS WHEREOF, the Association 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

APPROVED AS TO FORM:

Dan N. Whitten, County Attorney

STATE OF VIRGINIA,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of July, 2022, by Jeffrey D. Stoke, County Administrator, on behalf of the COUNTY OF PRINCE GEORGE, VIRGINIA.

My commission expires:

Registration Number:

Notary Public

PRINCE GEORGE YOUTH WRESTLING ASSOCIATION, INC., a private, non-profit § 501(c)(3) corporation (Lessee)

By _____

Title

STATE OF VIRGINIA,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of July, 2022, by _____, _____ on behalf of the PRINCE GEORGE YOUTH WRESTLING ASSOCIATION, INC., a private, non-profit § 501(c)(3) corporation.

My commission expires:

Registration Number:

Notary Public