

Issue Analysis Form



Date: July 12, 2022
Central Wellness Center
Item: Lease
Lead Department(s): General Services
Dan Whitten & Dean
Contact Person(s): Simmons

Description and Current Status

The Hopewell/Prince George Fraternal Order of Police Lodge 17 is a non-profit organization that supports local police officers and their families in times of need. The FOP has leased a room in the Central Wellness Center in the past. The new lease term will be from August 1, 2022 through July 30, 2023 with a renewal of two successive three year terms.

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 August 8, 2022, is requested.

Sample Motion: I move that the Board approve advertisement for the Hopewell/Prince George Fraternal Order of Police Lodge 17 to lease a portion of the Central Wellness Center.

Government Path

- Does this require IDA action?** Yes No
- Does this require BZA action?** Yes No
- Does This require Planning Commission Action?** Yes No
- Does this require Board of Supervisors action?** Yes No
- Does this require a public hearing?** Yes No
- If so, before what date?** Yes 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 12th day of July, 2022:

Present:

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

Vote:

A-7

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 HOPEWELL/PRINCE GEORGE FRATERNAL ORDER
OF POLICE LODGE 17**

NOW, THEREFORE, BE IT RESOLVED that the Prince George County Board of Supervisors this 12th day of July, 2022, does hereby authorize the advertisement of a public hearing on August 9, 2022, regarding leasing space in the Central Wellness Center to the Hopewell/Prince George Fraternal Order of Police Lodge 17.

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 THE HOPEWELL/PRINCE GEORGE FRATERNAL ORDER OF POLICE LODGE 17

THIS LEASE AGREEMENT (“Lease”) made this ____ day of August, 2022 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 **HOPEWELL/PRINCE GEORGE FRATERNAL ORDER OF POLICE LODGE 17**, (“FOP”) with a mailing address of Post Office Box 161, 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, the FOP desires to use a portion of the Wellness Center for administrative space for the purpose of meeting in support of participation in the political process.

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

Room 109, approximately 609 square feet in the Central Wellness Center;
all as more particularly shown and designated on Exhibit B.

1. Term: The term of this lease shall be from August 1, 2022 to July 21, 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 FOP 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 FOP the right to use, clean and maintain the leased premises for activities in support of its mission, related activities and meetings of the FOP in accordance with the terms of this lease. The County also grants to the FOP 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 FOP 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. In the event of an emergency, the County may commandeer the leased premises for emergency purposes.

3. Access: The FOP will insure that only authorized representatives of the FOP 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 FOP will insure that it keeps a log or roster of keys and that no extra keys are made. If the FOP violates this provision, it will pay for the cost of changing locks and new keys. Representatives of the FOP 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 FOP.
4. Hours of Operation: The FOP shall provide recommended hours for using the leased space to the County, for its approval, within one week of the effective date of the lease. The leased premises may only be used during days and hours that have been approved in advance by the County.
5. Charitable uses: The FOP intends to use the leased premises for its activities within the purposes of supporting local police officers and their families in times of need. 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 FOP 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 FOP's expense. If maintenance by the FOP is deemed inadequate as determined by the County, the FOP will pay the cost of maintenance or clean-up if performed at the County's direction.

8. Improvements: The FOP 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 FOP, 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 FOP, 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 FOP'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 FOP 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 activities of the FOP 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 representative for all matters relating to this lease shall be:

Hopewell/Prince George Fraternal
Order of Police Lodge 17:

Paul Burroughs, Treasurer
Post Office Box 161
Prince George, VA 23875

Prince George County:

Jeffrey D. Stoke
County Administrator
P. O. Box 68
Prince George, VA 23875

IN WITNESS WHEREOF, the FOP 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 August, 2022, by Jeffrey
D. Stoke, County Administrator, on behalf of the COUNTY OF PRINCE GEORGE, VIRGINIA.

My commission expires:

Registration Number:

Notary Public

**HOPEWELL/PRINCE GEORGE FRATERNAL
ORDER OF POLICE LODGE 17 (Lessee)**

By _____

Title

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of August, 2022 by
_____, _____ on behalf of the
HOPEWELL/PRINCE GEORGE FRATERNAL ORDER OF POLICE LODGE 17.

My commission expires:

Registration Number:

Notary Public

APPROVED AS TO FORM:

Dan N. Whitten, County Attorney

CWC MAP 1ST FLOOR

