

Issue Analysis Form



Date: November 24, 2020
Item: Friends of Burrowsville School, Inc. Lease
Lead Department(s): County Attorney
Contact Person(s): Dan Whitten

Description and Current Status

Friends of Burrowsville School entered into a lease on July 12, 2005, to lease a portion of Burrowsville School for community activities.

On August 17, 2010, by Resolution, the Board of Supervisors renewed the existing lease for Burrowsville School for a five year term with an optional five year renewal term which was exercised on June 5, 2015.

Both parties desire to enter into a new lease with a term of five years with an optional five year renewal 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 December 8, 2020, is requested.

Sample Motion: I move that the Board approve advertisement for the Friends of Burrowsville School, Inc. Lease.

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 provides for a lease payment of \$1 to the County.

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 24th day of November, 2020:

Present:

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

Vote:

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

RESOLUTION: AUTHORITY TO ADVERTISE A PUBLIC HEARING TO ACCEPT A LEASE BETWEEN PRINCE GEORGE COUNTY AND FRIENDS OF BURROWSVILLE SCHOOL, INC.

WHEREAS, Friends of Burrowsville School, Inc. entered into a lease on July 12, 2005, to lease a portion of Burrowsville School for community activities, and

WHEREAS, on August 17, 2010, by Resolution, the Board of Supervisors approved renewing the existing lease for Burrowsville School for a five year term with an optional five year renewal term which was exercised on June 5, 2015; and

WHEREAS, both parties desire to enter into a new lease with a term of five years with the optional five year renewal term.

NOW, THEREFORE, the Prince George County Board of Supervisors this 24th day of November, 2020 does hereby authorize the advertisement of a public hearing to accept the Friends of Burrowsville School, Inc. Lease.

A Copy Teste:

Percy C. Ashcraft
County Administrator

LEASE BETWEEN COUNTY OF PRINCE GEORGE
AND FRIENDS OF BURROWSVILLE SCHOOL, INC.

THIS LEASE ("Lease") is made and entered into this _____ day of November, 2020, by and between the **County of Prince George**, a political subdivision of the Commonwealth of Virginia (the "County"), whose address is 6602 Courts Drive, Prince George, Virginia 23875, and the **Friends of Burrowsville School, Inc.**, a Virginia non-stock corporation, ("the Tenant").

WITNESSETH:

WHEREAS, the Tenant entered into a lease on July 12, 2005, to lease a portion of Burrowsville School for community activities, and

WHEREAS, the Board of Supervisors on August 17, 2010, by Resolution approved renewing the existing lease for Burrowsville School for a five year term with an optional five year renewal term; and

WHEREAS, the Tenant exercised the five year renewal term on June 5, 2015; and

WHEREAS, both parties desires to enter into a new lease with a term of five years with an optional five year renewal term.

NOW THEREFORE:

For and in consideration of the payment by Tenant of the rent and the performance by Tenant of the covenants and agreements hereinafter agreed to and in accordance with other provisions of this Lease, the County hereby leases unto Tenant all that certain portion of a building known formerly as Burrowsville Elementary School, located at 18701 James River Drive, Disputanta, Virginia 23875, shown as areas "D", "E", "G", "H", and "K" on Exhibit A attached hereto and incorporated herein by reference, together with the right in common with other tenants to use the common areas shown as "A", "I", "J", "L", "M", and "R" on Exhibit A and the parking lot, out buildings (excluding cafeteria building), recreation areas, and other property owned by the County at the aforementioned location (excluding the communication tower site) (collectively, the "Premises").

TERM

The term (the "Term") of this lease shall be for a period of five years commencing on the 8th day of December, 2020, and ending on the 8th day of December, 2025. Tenant has the right to exercise a single option to renew for 5 years. Such option must be exercised in writing by Tenant by letter to the County Administrator, received no later than 60 days prior to the expiration of this term. Provided, however, the County and Tenant each expressly reserve the right to terminate this lease, in its sole discretion, without cause, upon 90 day's written notice to the other party.

Tenant shall have the right to make such repairs and renovations as Tenant deems

appropriate contingent on written approval by the County Administrator and Tenant may place in the premises such furniture, furnishings, and equipment as Tenant may desire.

RENT

Commencing on the first day of the term as herein set forth, and yearly thereafter, on the 1st day of January, during the term, the Tenant shall pay to the County, without demand and without notice, as rent, One Dollar and 00/100 (\$1.00).

ASSIGNMENT

Tenant shall not assign this lease or sublet all or any portion of the Premises without the prior written consent of County.

DAMAGE OR DESTRUCTION BY CASUALTY

If during the Term of this Lease, the Premises are damaged so that the premises are rendered unfit for occupancy, and if the Premises are not repaired within 180 days from the time of the damage, then this Lease shall terminate as of the date of such damage. In such case Tenant shall immediately surrender the Premises to County who shall enter upon and repossess the same and Tenant shall be relieved from further obligation hereunder.

If the Premises are partially damaged as to be partially unfit for occupancy, the County may repair the Premises.

INSURANCE

The County shall carry commercially reasonable insurance protection against damage or loss to the building only. Tenant shall carry insurance on the Premises and all of Tenant's property therein contained, including, but not limited to, fire, theft, breaking and entering, vandalism, malicious mischief; and public liability in a form and amount approved by the County Attorney. Tenant shall name the County as an additional insured under these insurance policies. The Tenant shall give 30 days' notice to the County of cancellation or nonrenewal of the insurance policies.

REPAIRS AND MAINTENANCE

Tenant shall take good care of the Premises and fixtures located therein and, at the termination of this lease, shall surrender the Premises and fixtures in as good condition as at the time of delivery, subject to reasonable wear and tear.

All injury to the building or fixtures caused by Tenant, its agents, employees, independent contractors, licensees, invitees, or visitors, as well as any other damage due to the neglect of the Premises or fixtures located therein, may be repaired by the County and such costs of repair shall become due and payable upon delivery of a statement of such costs by the County to Tenant.

The County shall regularly maintain in good order and repair the building and grounds, the roof, structure, load bearing walls, and all systems, including HVAC, electrical, plumbing and mechanical systems of the Premises at its own expense.

Repairs shall be performed by the County such as structural repairs to the Premises, the exterior of the buildings of the Premises, the common areas, and heating and cooling systems provided that such repairs have not been necessitated by the act, fault, or negligence of Tenant, or Tenant's agents. Tenant shall promptly notify the County of all maintenance and repairs that it believes are necessary. Tenant shall be responsible for the cost of repair or damage caused by Tenant that is not the result of normal wear and tear.

SERVICES AND UTILITIES

The County shall provide and pay for the following utilities: electricity, gas, heat, water, hot water, and sewage disposal. Tenant shall be responsible for any other utilities needed for its activities.

COMMON AREAS AND PARKING

The County agrees that Tenant and Tenant's employees, volunteers or visitors, shall have the right to use, in common with others, the interior and exterior common areas of the Premises, to include but not be limited to, parking spaces, streets, service drives, buildings (excluding basement area and cafeteria building), recreation, open space areas and sidewalks for ingress to and egress from Premises and the public streets and highways. Tenant agrees that the common areas shall not include the communication tower site existing on the property, and Tenant further agrees to the County's right of ingress and egress over of the Premises for operation, maintenance and improvement of the Premises.

The County shall adequately maintain in good and usable condition throughout the term of this Lease all exterior common areas, and shall be responsible for the maintenance of parking areas.

QUIET ENJOYMENT

Upon compliance with all terms of this lease, Tenant shall have peaceful and quiet use of the Premises.

CONDITION OF THE PREMISES; IMPROVEMENTS BY TENANTS

Upon the commencement of the term of this Lease, the Premises shall be in good and clean condition.

Tenant shall have the right, upon written notice to and with written consent of the County to make such alterations, additions, or improvements to the Premises as it considers necessary or desirable for the conduct of its activities, provided that such work is approved, in

writing in advance, by the County Administrator. All such work shall be performed in a good and workmanlike manner, using the same quality workmanship and materials as exist on the Premises, and the structural integrity of buildings or Premises shall not be impaired, and that no liens shall attach to the Premises by reason thereof. Notice of such proposed alteration, additions, or improvements and the proposed contractor shall be submitted in writing for the County's approval. Upon the termination of this Lease such alterations, additions, or improvements shall become the property of County. Tenant shall pay the entire cost of construction and installation of such alterations, additions or improvements.

SURRENDER OF PREMISES

Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Premises to the County in good order and condition, ordinary wear and tear, acts of God, fire and other casualty (not resulting from Tenant's acts or omissions) excepted. Tenant shall on the day of termination of this Lease, or prior to such date, remove all property of Tenant, and Tenant shall within two weeks after termination repair all damage to the Premises caused by such removal and make reasonable restoration of the Premises to the condition in which they were in prior to the installation of the property so removed.

NOTICES

All notices required by this Lease, unless otherwise designated in writing, shall be given to:

TENANT: Friends of Burrowsville School, Inc.
c/o Doris F. Gallup
18900 James River Drive
Spring Grove, Virginia 23881

COUNTY: Prince George County Administrator
P.O. Box 68
Prince George, Virginia 23875

With a copy to:

Prince George County Attorney
P.O. Box 68
Prince George, Virginia 23875

USE OF PREMISES

Tenant will not use the Premises in such a manner as to disturb the peace and quiet of other tenants in the building and the immediate neighbors. Tenant agrees to strictly comply with and observe all pertinent laws, ordinances, statutes and regulations of any governmental body related to its use and occupancy of the Premises.

ENTIRE AGREEMENT

This Lease represents the entire understanding between the parties, and there are no oral agreements or understandings. This Lease shall not be modified unless in writing signed by both parties. This Lease shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

BINDING EFFECT

It is agreed that all of the terms and conditions of this Lease are binding upon the parties hereto, their administrators, heirs, and assigns, unless otherwise specified herein.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE THIS
____ DAY OF _____, 2020.

FRIENDS OF BURROWSVILLE SCHOOL, INC.

BY: _____
Doris F. Gallup, President

COUNTY OF PRINCE GEORGE

BY: _____
Percy C. Ashcraft, County Administrator

APPROVED AS TO FORM:

Dan N. Whitten, County Attorney