

RESOLUTION NO. 13238-19

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN LEASE BY AND BETWEEN PARKVIEW COMMUNITY CENTER AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED JUNE 25, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Lease by and between Parkview Community Center and the City of Newport News, Virginia, dated June 25, 2019.
2. That a copy of the aforesaid Lease is attached hereto and made a part hereof.
3. This resolution shall be in effect on and after the date of its adoption, June 25, 2019.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON JUNE 25, 2019

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor

A true copy, teste:

City Clerk

THIS LEASE is made this 25th day of June, 2019, by and between **PARKVIEW COMMUNITY CENTER**, a Virginia non-stock corporation, Lessor, and **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, Lessee.

WITNESSETH:

That in consideration of the rental below specified and of the covenants hereinafter stipulated, Lessor agrees to lease to Lessee the following described premises situated at 605 Hilton Boulevard in the City of Newport News, Virginia, (Parcel ID: 283.0003-06) legally described as Lot 15, Block 4, Parkview.

TO HAVE AND TO HOLD the demised premises unto Lessee for the term of one (1) year, commencing on the 1st day of July, 2019, and ending on the 30th day of June, 2020.

1. The rent for the term of this Lease is FIVE THOUSAND SEVEN HUNDRED and NO/100 DOLLARS (\$5,700.00), payable without notice or demand in twelve (12) equal monthly installments of FOUR HUNDRED SEVENTY FIVE and NO/100 DOLLARS (\$475.00) on the first day of each month commencing on July 1, 2019. Rent payments by Lessee are subject to annual appropriation by City Council.

2. The use of the said premises shall be for recreation purposes as well as other purposes of subleases, it being clearly understood between the parties hereto that Lessee may sublet the demised premises and retain the proceeds from such subletting. Lessee covenants that it will not use the premises, nor permit the use thereof, for any unlawful or disorderly purpose, nor commit nor permit a nuisance to be committed therein.

3. Lessor hereby agrees to furnish the premises with a heating unit (gas) and a refrigerator, both in good working order, at no charge to Lessee. Routine maintenance of same shall be the responsibility of Lessee, however, all major repairs and the replacement of said equipment

shall be the responsibility of Lessor.

4. Lessee shall pay for all utilities and heating oil.

5. Lessee has examined and knows the condition of the said premises, and shall maintain said property in good upkeep, normal wear and tear and damage by the elements excepted. It is expressly agreed between the parties hereto that Lessee shall be able to remodel, partition, paint (exterior and interior), or alter said property to accommodate Lessee without prior approval of Lessor. The aforesaid alterations shall remain a part of the premises at the conclusion of the term of this Lease. Lessee shall not be required to return the premises to its original condition upon termination of this Lease.

6. If the premises is damaged by fire or other casualty, Lessor may cause the damage to be repaired and the rent will be abated for such period of time as the premises remains untenable, but if the premises is destroyed or so damaged the Lessor shall decide it is inadvisable to repair same, this Lease shall cease and terminate, and Lessee's obligation to pay rent shall cease as of the date when such fire or casualty occurred.

7. Lessee covenants that at the expiration of said term, it will deliver without further demand, notice or legal proceeding, possession of said premises to Lessor; that Lessor may reenter for default of thirty (30) days in the payment of any installment of rent or for breach of any covenant herein contained.

8. Subsequent to the initial term of this Lease, all the terms and conditions of this Lease having been complied with by Lessee, Lessee has the option to renew this Lease for further terms of one year. Lessee shall be able to exercise such option four (4) times subsequent to the initial term of the Lease. Lessee shall, no less than thirty (30) days prior to the termination of any one of the

terms provided for herein, give notice to the Parkview Community Center Board of its intention to exercise a renewal option.

9. Lessor covenants that Lessee shall have peaceful and quiet enjoyment of the premises for the term of this Lease.

10. Lessee reserves the right to terminate this Lease, for any reason, upon thirty (30) days' written notice to Lessor, if it is determined in Lessee's sole discretion to be in the best interest of Lessee. Termination of this Lease, or any renewal thereof, pursuant to this provision shall also terminate Lessee's obligation to pay further rent installments after the effective date of the termination.

WITNESS the following signatures and seals:

PARKVIEW COMMUNITY CENTER

By: Linda Norton
Its: President

CITY OF NEWPORT NEWS, VIRGINIA

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

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