



**DEPARTMENT  
OF  
FINANCE & ADMINISTRATION  
LEASING DIVISION**

**ADMINISTRATIVE REGULATIONS**

LEGISLATIVE RULES

**5A-5 SERIES II**

**NOVEMBER 1, 1969**

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GOVERNOR

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~~WEST VIRGINIA ADMINISTRATIVE REGULATIONS~~  
Department of Finance and Administration  
~~Leasing Contracts Division~~

Chapter 5A, Article 5  
Series II 2  
(1969)

Subject: Regulations governing leasing space for and on behalf of State executive agencies. Series II revises Series I (1966) in toto.

Section 1. General

1.01 <sup>Scope</sup> ~~Authority to Lease Space~~. The Commissioner of Finance and Administration has the sole authority to select, negotiate, and acquire by lease, all grounds, buildings, office or other space necessarily required by any spending unit except the State Road Commission for other than office space. Therefore, these regulations apply to the State Road Commission for office space only.

1.02 <sup>Authority</sup> ~~Requirement~~. These regulations are promulgated and issued by virtue of 5A-5-5 (3), West Virginia Code.

1.03 Effective Date. These regulations were promulgated October 15, 1969, to become effective December 1, 1969.

1.04 Filing Date. These regulations were filed in the Office of the Secretary of State on November 1, 1969.

1.05 Certification. ~~These regulations are certified authentic by the Secretary of State, by Certification Number~~ \_\_\_\_\_

## Section 2 Request for Space

2.01 Requisition for Space, Form L-1. A spending unit in need of space and desirous of leasing same, must submit a completed Form L-1 (~~see Exhibit 1~~), signed by its chief executive officer, in advance of the date space is required. Wherever possible, three prospective lessors and locations should be listed on the requisition.

2.02 Part 1 of Form L-1. If the request is for renewal of an existing lease with no changes, Part 1, only, must be completed and the original thereof transmitted to the Leasing Division, Department of Finance and Administration, no later than April 1.

2.03 Part 2 of Form L-1. If the request is for new space, or to modify an existing lease, Part 2 must be completed. A floor plan and specifications should be attached whenever possible and appropriate, and in any event, must accompany requests exceeding 1,000 square feet of space.

2.04 Part 2 of Form L-1, Estimated Cost. After the requesting agency determines the approximate monthly rental desired, taking into consideration budgetary limitations and their own calculations of comparable rentals, the Estimated Cost portion of Part 2 must be completed. The block should also indicate whether the rental rate includes any or all utility charges. The requested Estimated Cost will not be exceeded by the Leasing Division unless corroborated by the initiating agency in the form of a memorandum signed by the agency head or the agency's leasing representative.

### Section 3. Fair Rental Value

3.01 Appraisal. The Commissioner of Finance and Administration may appoint a real estate appraiser to determine the fair rental value of space requested by an agency. The appraisal will be based on the condition in which the space exists, and if improvements are required by the requesting agency, such appraisal will be subject to completion of the specified required items, the cost of which will be borne by the property owner. The written appraisal (see 3.02) will be based on the condition in which the space exists on the effective date of the lease.

3.02 Appraisal Form, L-2. Form L-2 (~~see Exhibit 2~~) will be completed by the designated appraiser and included in the lease file, together with all appropriate data concerning the space being appraised.

### Section 4. Negotiation, Selection, Preparation, and Occupancy

4.01 Negotiation. The Leasing Division will negotiate with the prospective lessor(s) for a price which shall not exceed either the fair rental value of the space (see Sec. 3) or the estimated cost submitted by the requesting agency (see 2.04).

4.02 Selection. The Commissioner of Finance and Administration, after considering the initiating agency's request, its listing of prospective lessors, and estimated cost, shall select the location for and on behalf the such requesting agency.

4.03 Preparation. Preparation and improvements to a prospective location will be the responsibility of the lessor. When the prospective location is to be new, construction or newly renovated for office space, the layout and specifications will be generally in accordance with Section 5 of these regulations. The Leasing Division

will determine whether or not Section 5 will apply to a particular location, and for those locations which will not fall under Section 5, the following general requirements will exist:

- a. Space must be well lighted with a minimum of 85 foot candlepower.
- b. Adequate heating, plumbing, and electrical fixtures.
- c. The space will be cleaned throughout, and painted when necessary.

The Leasing Division may request the leasing representative of the requesting agency to coordinate preparation of the space and report when the space complies with the agency's specifications and is suitable for occupancy.

4.04 Occupancy. One of the requirements issued to the prospective lessor during negotiation with the Leasing Division will be to prepare the space for occupancy, allowing approximately two weeks for the agency to establish the offices and make final adjustments prior to formal opening. However, the agency will not occupy the subject premises until authorized to do so by the Leasing Division.

## Section 5. Office Space Layout and Standard Specifications

5.01 General Policy. Whenever possible, agencies will limit the amount of partitioning required for private offices. It will be the policy of the Leasing Division to recommend open-office type areas, wherever practical, and justification will be required for those requests which include multiple private offices. The hereinafter-described specifications may not be applicable to all lease requests, but will be utilized where practicable, by the Leasing Division when a large amount

of space is requested, and should be used as general guidelines for all agencies in planning office space. Exceptions and additions may be utilized when approved by the Leasing Division.

5.02 Entrances and Exits. Large, open-type office areas should have a single public entrance with modern-type double doors, with matching doors on the interior vestibule. Exit doors and/or fire escape shall be provided as required by State and local code. When the space is on the ground floor, entrance must be at sidewalk or ramp-from-sidewalk level with a maximum permissible grade of 8%. Entrances will be equipped with kick plates, push-pull plates, and automatic closing device. Locks on all the entrance doors will be keyed alike. Doors shall be constructed of metal. All hardware is to be high quality and of a type to conform to the decor of the building. Inside walls of vestibule are to have scuff-resistant material or equivalent, 4' 6" in height, for resistance to scuff marks. Exit doors are to be equipped with panic bars. Recessed weather mats are to be furnished and installed in entrances.

5.03 Floors. Four (4) inches of coarse aggregate is to be spread through the proposed floor area. Polyethylene waterproofing material shall be used as a vapor barrier between aggregate and concrete. Floor area is to consist of a minimum of 4 inches of concrete. All floors are to be covered with vinyl asbestos, asphalt tile, carpeting, or equivalent, with a thickness and pattern suitable to tenant. All floors are to be leveled prior to the installation of tile or other covering, and cleaned before occupancy.

5.04 Columns. The building shall be free of all interior columns, if practical. If columns are deemed necessary, the number and spacing must be acceptable to the tenant.

5.05 Drawings. Architects' drawings for plumbing, air conditioning, heating and lighting, as well as showing all installation with space or room size indicated, shall be submitted to the Leasing Division for approval prior to construction.

5.06 Outside Walls. All exposed outside walls shall be of brick, stone or other equivalent material, acceptable to the tenant. All exterior walls are to be equipped with modern window frames. Window locations are to be acceptable to tenant. All windows to open outward, if possible, where it does not pose a hazard to pedestrian traffic.

5.07 Sidewalks. Sidewalks are to be concrete and in accordance with local and State building codes. The lessor shall be responsible for snow and ice removal on pavement and parking areas.

5.08 Parking. The requesting agency and the Leasing Division will attempt to locate parking whenever the same is available and owned by the prospective lessor and located adjacent to the space to be occupied.

5.09 Interior Walls. All interior walls are to be furred out with metal or wood and finished with fire-resistant prefinished wood or metal paneling, unless tenant prefers drywall. The type of panel must be approved by the tenant. Eight foot gypsum board vinyl coated removable partitions are acceptable when approved by the tenant. The amount of interior partitioning must be approved by the Leasing

Division. Interior partitions and doors are to be erected in accordance with a floor plan to be provided by tenant. The doors are to be at least 36" wide with interior doors lettered for identification as specified by tenant. Locks, keyed alike, are to be installed on interior doors as specified by the tenant.

<sup>10</sup>  
5.08 Painting. All interior painting is to be completed prior to occupancy. All paints used must be washable and of a color specified by tenant. Premises must be repainted every three years during lessee's occupancy.

<sup>11</sup>  
5.09 Ceiling. Washable white acoustical ceiling tile "Armstrong Minaboard" or equivalent must be installed. Tile must be 5/8" thick, flame resistant, Class A material that meets federal, state, and local codes. The ceiling is to be a minimum of nine feet.

<sup>12</sup>  
5.10 Interior Rooms. Open adjustable shelving with shelf label holders, work table, and small cabinet with door and lock are to be installed in the store rooms. The rooms shall be provided with adjustable shelving to a height of seven feet, two shelves to be 15 inches deep with seven additional shelves 12 inches deep. Shelving is to be installed on at least three walls of the store room. Clothes closet with sliding doors to be provided with hanger bar for hats and clothes. Air vent shall be installed in the ceiling for ventilation purposes.

<sup>13</sup>  
5.11 Restroom Facilities. Employees ladies' room and mens' room to be constructed in compliance with State and local sanitation requirements. Ceramic tile floor and ceramic tile to splash lines four feet, six inches above the floor to be installed in these rooms. The following fixtures must be provided and installed: Metal toilet compartments; metal urinal screens; metal vestibule compartments;

all fittings, hardware, and fastenings; toilet tissue dispensers, one for each toilet; paper towel dispenser, one for each toilet room; soap dispensers, self-contained type, one for each lavatory fixture; sanitary napkin dispenser, one in each ladies' toilet room; stainless steel mirror over each individual lavatory fixture in each toilet room; stainless steel shelf above each individual lavatory fixture in ladies' toilet room. A vanity and chair in ladies' lounge. Exhaust fans must be provided and installed in both toilet rooms.

5.12<sup>14</sup> Janitor's Closet. The janitor's closet is to be equipped with a deep slop basin. Open adjustable shelving to be installed adjacent to the slop sink. One section of the wall to have a peg board installed, with the lessor to provide a variety box of peg board hardware.

5.13<sup>15</sup> Water. Hot and cold water to be provided to restrooms and janitor's closet. Install cold water pipe and drain to desired locations and furnish electric drinking water dispensers. Cold water outlet, key-type, to be installed at the front exterior of the building.

5.14<sup>16</sup> Heating. Baseboard, hot air, electric or radiant heating system to be installed to provide even heat throughout the building, including all individual rooms, of 73 degrees inside at a minus five degrees outside. The lessor shall provide maintenance of the unit.

5.15<sup>17</sup> Air Conditioning. Air conditioning shall be provided throughout the area of the main office and all rooms and vestibules. Zoned supply ducts shall be provided for more efficient performance and conditions. All ducts to be insulated and installed above acoustical tile ceiling. Sound diffusers are to be

installed in the ducts. Return air ducts with ceiling type adjustable louvers. Air conditioning to be maintained in all respects by the lessor, Exterior and interior automatic controls included. A "key-type" cage for thermostatic control must be provided. Air conditioning equipment must be guaranteed to provide, during peak loading conditions, 80 degrees F, Dry Bulb, 50% Relative Humidity minus - plus zero over five per cent inside with outside conditions of 95 degrees F; Dry Bulb, 78 degrees F. Wet Bulb, supplying a minimum of 20 cubic feet of hot air per person. The unit shall be arranged with suitable controls and dampers to provide a minimum of 40 cubic feet of fresh air per minute, per person, when the cooling unit is not operating. Exterior fresh air units to have automatic control for volume of air temperature control. Exhaust fans for emergency ventilation are to be installed for use when air conditioning unit is not operating.

5.16 Lighting - Utility Room. The utility room must be constructed to comply with State and local codes. Twin channel conduit approved under floor duct system to be installed prior to laying of floor and floor covering. Should be the best type obtainable to accommodate flush type receptacles for both electrical and telephone outlets. Water tight outlets to prevent water seepage during the floor cleaning must be installed in locations designated by the tenant. Wall outlets must be installed as designated by tenant. Lighting facilities and electrical installation must comply with Illuminating Engineer Society Standards and provide 85 foot candlepower at desk level in the entire area. Lighting fixtures are to be recessed into ceiling and shall be fitted with fireproofing material above the ceiling. Ballasts for fluorescent fixtures shall be high power factor, ETL certified to CMB standards.

Illuminating exit signs are to be installed at all exits. Night lights on separate circuits to be installed in main work area.

<sup>19</sup>  
5.47 Safety and Fire Prevention. The lessor must comply with State and local codes with respect to safety features and fire prevention requirements and equipment. The lessor is to arrange recharging of fire extinguishers as required.

## Section 6. Contract of Lease

6.01 The Instrument. A standard contract of lease, Form L-3 (~~see Exhibit 3~~)<sup>e</sup> will be prepared by the Leasing Division when space selection, negotiation, and preparation have been completed. Lease agreements other than the standard contract of lease may be utilized by the Leasing Division when circumstances warrant and when the Attorney General's Office so approves of same. Post office box numbers are not acceptable for use in the lease agreement. All terms and conditions will be generally in accordance with the aforementioned standard contract of lease, some significant terms of which will include the following:

- a. The lease term will be from the effective date until June 30, being the end of the State's fiscal year. The lessor (property owner) will grant unto the lessee (State of West Virginia) successive one-year options which will vary with the particular location. Newly constructed or newly renovated space should include a minimum of five options for the lessee. When an existing lease is renegotiated, a minimum of three one-year options should be included in the new contract of lease. Leases for land used for tower sites should include a minimum of twenty (20) one-year options.

- b. The maintenance of the structure of the premises, both interior and exterior, the electrical and plumbing fixtures and equipment except such fixtures and equipment as may be owned by the lessee, and the interior and exterior painting shall be the responsibility of the lessor. The lessor shall be responsible for any incinerator fees levied on subject premises.
- c. When possible, the utility charges will be the responsibility of the lessee and the rental rate will be established accordingly. In any event, the utility responsibility will be noted in the instrument.
- d. The lessee will be granted the right to immediate cancellation of the lease in the event the West Virginia Legislature or the Federal Government fails to appropriate sufficient monies with which to pay the rentals reserved in the contract, and further, will have the right to cancel in the event it becomes unlawful or improper to maintain a State facility on leased premises.

6.02 Execution by Lessor. The original and three copies of the lease will be transmitted to the lessor for execution and return to the Leasing Division. When the lessor is a corporation, the agreement will be executed by its president or vice president and duly attested to by another officer of the corporation, usually the secretary. The corporate seal will be affixed, when available. All leases will be acknowledged before a Notary Public whose notarial seal will be required when the agreement is executed outside the State of West Virginia. When the lessor is a company, the agreement will be executed by the owner thereof. When the lessor is a partnership, all partners will sign the agreement. If an individual or corporation

other than the owner of the property is authorized to execute the instrument on behalf of said owner and/or receive rental payments and notices, written authorization, duly signed by the property owner, must be filed with the Leasing Division.

6.03 Execution by Lessee. The Commissioner of Finance and Administration will execute each contract of lease for and on behalf of the originating agency. The Commissioner will not be responsible for the payment of rentals but will require the rentals to be paid from the account number placed on the L-1 form and set forth in the lease agreement.

6.04 Further Approval and Distribution. After execution by the Commissioner of Finance and Administration, the agreement is transmitted to the Attorney General's Office for approval as to form. Upon its return to the Leasing Division, the original is filed, the first copy sent to the lessor, the second copy to the Auditor's Office, and the third copy transmitted to the originating agency.

## Section 7 Lease Renewal

7.01 Request for Renewal. The occupying agency will transmit, no later than April 1, the original, only, of Form L-1. If no changes are required in the existing lease, Part 1 of this form will be completed. When changes are requested, appropriate portions of Part 2 will be completed.

7.02 Renewal Notification - With Option(s). Upon receipt of the renewal request, the Leasing Division will prepare a renewal notification (~~see Exhibit 4~~) which is signed by the Commissioner of Finance and Administration. The original is sent to the lessor, and copies thereof are filed in the Leasing Division, the Auditor's Office, and the originating agency.

7.03 Renewal Notification - Without Option. For those leases with no remaining options, a similar notification will be transmitted to the lessor, for signature, which will request continuation of the existing lease for the ensuing fiscal year. If the lessor does not accept renewal of the lease under the same terms and conditions, the Leasing Division should be notified immediately of the reason. When the occupying agency desires to continue occupancy of the premises, the Leasing Division will direct an appraiser to submit an up-to-date appraisal. If this report justifies some type of rental increase, the Leasing Division will inquire of the occupying agency whether or not their budget would allow for said increase, and will negotiate with the lessor accordingly. If a new rental cannot be negotiated satisfactorily to all parties, the agency, together with the Leasing Division, should attempt to locate other space. When a lease is renegotiated with particular reference to a rental increase, a new contract of lease will be prepared by the Leasing Division in accordance with Section 6.

#### Section 8 Lease Cancellation

8.01 Cancellation Notice. When the lessee (State of West Virginia) has the right to cancel upon giving thirty days' written notice to the lessor, such notice must be given thirty days prior to the last day of the succeeding month. In order to allow for sufficient delivery time and to comply with the conditions of the standard contract of lease, the agency so requesting cancellation must submit a letter requesting cancellation of the particular lease, said cancellation to be effective the last day of the succeeding month. This letter must be signed by the chief executive

officer of the agency and transmitted to the Leasing Division where a certified letter to the lessor is prepared and sent to the last-known address on file in the Division, notifying the lessor that the originating agency has requested cancellation of the respective lease.

## Section 9 Delegation of Authority

9.01 Authority to Lease Space. The Commissioner of Finance and Administration may expressly delegate, in writing, the authority to lease space to a requesting agency when the rental and other costs do not exceed \$500 per fiscal annum, or when necessary to meet bona fide emergencies arising from unforeseen causes. The requesting agency will submit an L-1 form setting forth pertinent information. This delegation of authority procedure is used when a spending unit requires space for special conferences, athletic event, seminars, or other educational, recreational, or social events. Whenever possible, and in particular, when an agency requests authorization to lease for a special use, such as right of way and easements, the originating agency should attach an agreement to the L-1 form.

## Section 10 Agreements Between State Agencies

10.01 The Instrument. These agreements will be prepared by one of the State agencies or by the Leasing Division and will be exempt from the standard contract of lease wherever appropriate provisions can be deleted. The Commissioner of Finance and Administration signs the agreement as the lessee, for and on behalf of the requesting agency, and the chief executive officer of the lessor's spending unit will execute same on its behalf.