Town Council Public Hearing & Regular Meeting

August 21, 2025 at 6:00 PM

Cape Charles Civic Center - 500 Tazewell Avenue

Agenda

1. **Call to Order**
   - **A.** Roll Call
   - **B.** Establish Quorum
2. **Moment of Silence and Pledge of Allegiance**
3. **Public Hearing: (3 minutes per speaker)**
4. **Close Public Hearing**
5. **Recognition of Visitors / Presentations / Recognitions**
6. **Public Comments (3 minutes per speaker for topics not subject to this evening's public hearing)**
7. **Consent Agenda**
   - **A.** Approval of Agenda Format
   - **B.** Approval of Minutes
   - **C.** Approval of June 2025 Financial Report
8. **Unfinished Business:**
9. **New Business:**
   - **A.** Zoning Ordinance Article VIII – Historic District Guidelines
   - **B.** Community Development Block Grant
   - **C.** Selection of Project Management Team for Harbor/Railroad Area Conceptual Master Plan
   - **D.** Temporary Downtown Restrooms
10. **Town Manager Comments**
11. **Mayor & Council Comments (5 minutes per speaker)**
12. **Announcements**
    - **A.** September 1, 2025 - Town Offices Closed for Labor Day Holiday
    - **B.** September 4, 2025 - Town Council Work Session
    - **C.** September 18, 2025 - Town Council Regular Meeting
13. **Adjournment**

DRAFT
TOWN COUNCIL
Regular Meeting
Trinity United Methodist Church Fellowship Hall
July 17, 2025
6:00 PM

The change in location of the July 17, 2025 Town Council Regular Meeting was due to an electrical emergency at the Civic Center.

At approximately 6:00 p.m. Mayor Adam Charney, having established a quorum, called to order the Regular Meeting of the Cape Charles Town Council. In addition to Mayor Charney, in attendance were Councilmen Butta, Grossman and Newman, and Councilwomen Ashworth and Holloway. Vice Mayor Buchholz arrived at 6:12 p.m. Staff in attendance were Town Manager Rick Keuroglian, Treasurer Marion Sofield, Capital Projects Manager Bob Panek, Planning & Zoning Director Katie Nunez, Police Chief Jim Pruitt and Town Clerk Libby Hume. There were 25 members of the public in attendance. The meeting was not broadcast on Facebook due to the change in location.

A moment of silence was observed followed by the recitation of the Pledge of Allegiance.

RECOGNITION OF VISITORS / PRESENTATIONS/RECOGNITIONS:

A. *Coast Guard Station Cape Charles Appreciation Proclamation*
Mayor Charney read Proclamation 20250717 – Coast Guard Appreciation Day – August 2, 2025. The Proclamation will be presented during the event on August 2nd.

B. *Cape Charles Museum Presentation – Dora Sullivan, Andy Dunton, Carol Carnegie*
Ms. Sullivan stated that she, Mr. Dunton and Ms. Carnegie were here this evening representing the Cape Charles Museum and wanted to reintroduce themselves. The Cape Charles Museum was revamping themselves and wanted to share their positive energy with the Council. The museum had over 650 visitors last month with numerous children. Children love museums! They were looking at developing programs with several schools this fall. Their fundraisers have done really well this year, and the membership drive was successful with about 129 current members. They had some new docents, and almost every day was covered with volunteers. They held a lecture series that had been very popular and were encouraged to work with the Town. Ms. Sullivan concluded by thanking Council for the opportunity to speak this evening.

Councilwoman Ashworth asked the date of the oyster roast. Ms. Sullivan responded that it was scheduled for November 1. 2025.

Mr. Dunton stated that he was here this evening addressing Council in the church he attended while he was growing up. He added that the stores along Mason Avenue were mostly boarded up during that time, but his grandfather used to tell stories of a busy Cape Charles with people walking the streets shopping in the numerous stores, etc. It was nice to see the Town coming back to those times. The Cape Charles Museum wanted to be a part of Cape Charles and were here to help in any way possible.

Ms. Carnegie stated that the future was their history which they took very seriously. They wanted to accentuate the Town's historic, cultural resources along with the sense of community. They were currently busy preparing for their 30th anniversary next year which would coincide with the 250th anniversary of the founding of our country. There would be some big celebrations next year with community festivals, expanded educational programs and the VA250 Mobile Museum which was scheduled with the support of the Town. They were looking forward to their partnership with the Town.

PUBLIC COMMENTS: (3 MINUTES PER SPEAKER)

Donna Kohler, resident

Ms. Kohler addressed Council regarding the design of the new Town Hall building. (Please see attached.)

Claudette Lajoie, resident & President of the Cape Charles Historic District Civic League

Ms. Lajoie asked Council and staff to let her know if there was anything that the Cape Charles Historic District Civic League could do to support Coast Guard Appreciation Day. She added that the Civic League was here for collaboration and coordination with the Town and were currently working on fall projects for the beautification of the Town to assist our public works department.

Adam McClellan, resident

Mr. McClellan stated that he was the new owner of the historic high school next to Central Park and just wanted to introduce himself. This was his first Council meeting, and he was working on becoming a full-time resident of the Town.

Eyre Baldwin, property and business owner

Mr. Baldwin stated that he was a property owner in the Harbor area for over 23 years, having outlived Bayshore Concrete, the railroad, Gallagher, and Tavi. He spoke in favor of the Town's proposed application for the planning grant for a Harbor master plan. In the past, harbor stakeholders had never been included in discussions regarding a master plan for the area. The Town had previously accused him and his father of bad things related to zoning around the harbor and after they were found to be correct, Mr. Hozey had to apologize to them. The Town was changing with new owners of Bay Creek, the restoration of the Rosenwald School, and the thriving Central Park. If the Town were to get this grant, he begged that staff work with the stakeholders. There was no reason not to work together. We would not succeed without communication and asked that the Town contact him and the other stakeholders about the needs for the harbor area.

Jim Metz, resident

Mr. Metz spoke in support of a zoning text amendment that was requested by the Civic League. He was no longer on the Civic League board, but he was still a citizen. He understood that Accessory Dwelling Units were originally permitted to be used as affordable workforce housing for long-term rentals. As time passed, the Town has evolved, and he supported allowing ADUs to be used as short-term rentals.

Sam Jones, resident

Mr. Jones began by thanking the Cape Charles Memorial Library staff and volunteers for their work on July 4th. His two grandchildren were in town and they and their parents went to Storytime and loved it and the experience, especially the treat bag. It was a packed house. This reinforced the decision made by the Council to keep the Library on Mason Avenue. He went on to express his support to move forward with the grant for the master plan for the harbor area. There was a lot of land there and the Town needed to be proactive with the development of a master plan without pressure versus being reactive when a development proposal was received. It was good to see the grant proposal on the agenda. He concluded by noting the 19K number that was floating around regarding the visitors on July 4th. This number was generated by an algorithm, and he suggested looking into that number. In walking around town, there was no way that there were 19K people in town. At 9:30 a.m. he and his family walked to the parade route and found a spot for their chairs. Their kids found space on the beach without any trouble, and they found space to watch the fireworks as well. He drove out of town to go to the grocery store and there was no traffic. It did not feel like 19K people were here.

Michelle Davidson, resident

Ms. Davidson stated that she and her husband, Nathan, supported the Accessory Dwelling Unit conversation. They had built an ADU for her mother who lived in Florida. She came for a visit to Cape Charles but moved back to Florida stating that it was too cold here. Since then, their ADU had sat

empty. They did not want long-term renters in their backyard but would love the opportunity to use it for part-time or short-term rentals to gain some income from it. There were a lot of differing opinions about this issue. Jeb Brady and staff did a great job regulating STRs. She asked Council for consideration in allowing ADUs to be used as STRs for full-time residents to gain some additional income.

Town Clerk Libby Hume read comments submitted in writing from Kathy Glaser, Cynthia Emrich, Emily and Greg Gentry, Penn Kinsey. (Please see attached.)

There were no other comments to be heard, nor any other comments received in writing prior to the meeting.

CONSENT AGENDA

A. Approval of Agenda Format
B. Approval of Minutes:
   i. May 13, 2025 Town Council Work Session
   ii. May 27, 2025 Town Council Town Hall Meeting
   iii. June 5, 2025 Town Council Public Hearing
   iv. June 18, 2025 Town Council Regular Meeting
C. Approval of May 2025 Financial Report

Motion made by Councilman Grossman, seconded by Councilwoman Holloway, to approve the Consent Agenda items as presented. The motion was approved by unanimous vote.

UNFINISHED BUSINESS: None

NEW BUSINESS:

A. *Community Development Block Grant:*
Planning & Zoning Administrator Katie Nunez stated that the Town's 2025 Community Strategic Plan, Appendix B, prioritized the development of a Harbor/Railroad Area Conceptual Master Plan & New Design Guidelines as well as updated to the Cape Charles Zoning Ordinance, Article IX – Historic Harbor Area Overlay District. In the Comprehensive Plan, the Future Land Use Map & Designation for this area are Harbor District and Historic District Mixed Use with a small area designated as Mixed Use. In preparation for this item moving forward to the top of the work plan for the Planning Department this fall, she contacted the Department of Housing and Community Development (DHCD) about this property to ask about potential grant opportunities. There was an identified need for developing a master plan, associated guidelines and zoning ordinance revisions for the former railroad property and associated harbor area. DHCD staff recommended that the Town consider applying for a Community Development Block Grant (CDBG) for a Project Specific Planning Grant. The grant cycle opened on June 16, 2025 and applications would be accepted through October 16, 2025. The state was reviewing applications on a rolling basis and would make at least two rounds of awards until funds were exhausted. Project Driven planning grants had a maximum award of $75K. One of the grant requirements was high level community involvement and DHCD strongly recommended contracting with an appropriate planning/architectural/engineering review firm with experience in both community facilitation and master planning for property similar to the Town's railroad and harbor areas, specifically looking to incorporate a former industrial use property into the surrounding developed areas of the downtown commercial district and residential district to the north of the railroad property. Katie Nunez continued to state that she had researched and spoken to several companies and was in discussion with The Berkley Group about their services and pricing. The Berkley Group was a consulting firm specializing in community development and planning, along with other disciplines, and had experience in this type of planning assistance. They had been working with Northampton County for over four years and were familiar with the Town and region as a whole. Funding for this project was included in the Planning & Zoning Department budget for both Fiscal

Year (FY) 2025 and 2026 since there was no guarantee that the Town would be successful in obtaining grants for this project. No funds were spent on this project in FY 2025.

There was some discussion as follows: i) Councilman Grossman stated that the 2006 plan included a lot of land that did not need to be included in the master plan and asked Katie Nunez to define the scope of area for this project. Katie Nunez responded that Council and staff would need to define the area; ii) Councilman Grossman referred to the attached excerpts from the Comprehensive Plan which included the Harbor Mixed Use area that he did not think needed to be included in this project. Katie Nunez stated that she included them since some of the property within this district was owned by Canonie and Council had identified a need for a master plan for the harbor and railroad. It would be up to the Town Council and staff to determine the scope of work; iii) Councilwoman Holloway noted that Cape Charles Main Street fell under DHCD and had been working with them for a long time. This grant was discussed many years ago. DHCD was interested in working with Cape Charles. She recommended a work session as soon as possible since we could not work through everything tonight. There were a lot of parameters to review, and everyone had their own opinions. We needed to discuss how to get community engagement and how to manage the information received; iv) Councilman Grossman asked where this project stood priority-wise relative to the request for proposals (RFP) for the Keck properties and workforce housing which was a higher priority on the long-term list. Katie Nunez stated that she was not the staff person assigned to the Keck property. Project Manager Bob Panek interjected that he had been accumulating some sample RFPs from other municipalities regarding workforce housing needs. He had also engaged the Northampton County Economic Development Authority to assist with the funding of the sewer line to make the density work. The Town needed to convene a group with the Town Manager and stakeholders to discuss ideas, etc. Afterwards, a RFP would be developed and presented to Council for approval. The process would take approximately another month; v) Katie Nunez stated that The Berkley Group had the ability to do a cooperative procurement process. They provided that information to her and she shared it with Rick Keuroglian. We would not have to go issue a RFP process due to the cooperative procurement process. Depending on the date of the work session, The Berkley Group might be able to attend; vi) Councilwoman Holloway stated that Council needed very guided, definitive directions of what needed to be accomplished; vii) Rick Keuroglian thanked Katie Nunez for her work on this. He explained to Council that he did not want the priority list to handicap us. Staff was juggling a lot of things. Workforce housing was high on the list but was not ready yet, so staff needed to move on to work on other things.

B. *Architectural Services Contract Amendment:*
Bob Panek stated that the staff report outlined how we got to where we were today regarding the new Town Hall building. The Council chose the seven lots on Randolph Avenue as the site for the new building. He obtained a cost for a contract amendment – two-thirds of the cost was for the new site plan, and one-third was to incorporate the new building code into the plans, for a total of $92,856.50. This was over the threshold for the town manager's approval.

There was discussion as follows: i) Councilwoman Ashworth asked about the original amount of the contract to get where we were currently. Bob Panek stated that for all facilities, the cost was over $500K. The majority of work associated with the municipal building amounted to about $400K. Councilwoman Ashworth noted the additional $100K for the new site. Councilman Newman added the even if the building was kept at the original site, there would be additional costs related to the new building code updates. Councilman Butta noted that it would still be less than the other two locations; ii) Bob Panek explained that the original site required a lot of land clearing, water and sewer, and golf cart path. It was a long way from the road and had an estimate of about $600k in site development costs. The Randolph Avenue location would require underground stormwater retention, which was similar to the parking lot at the trail, and was estimated to cost about $250K. The estimate for the original site was $7.8M and the estimate for the new site was about $7.5M, but we would not know for sure until we went out for bids; iii) Bob

Panek stated that a rendering of the building was included in the agenda packet. The design used neutral colors. There were elements of brick, charcoal colored standing seam metal roof, and a neutral-colored cement siding, overhangs, etc. The location would be in a transition area from the historical portion of the Town and the not so historical portion. He discussed the plan with the zoning administrator and in her view, the architectural plans were in compliance given the surrounding structures and there should be no issues with obtaining Historic District Review Board approval; iv) Rick Keuroglian added that if Council wanted to make additional design changes, it would cost more. If Council had any feedback or comments, please call him so the information could be provided to HBA. The design needed to be nailed down as soon as possible; v) Bob Panek noted that the $92K was for site changes only and did not include any exterior building changes; vi) Councilwoman Holloway asked if the parking area would be in front of the building. Bob Panek responded that it would be in the front and side of the building.

Motion made by Councilman Grossman, seconded by Councilwoman Holloway, to authorize the Town Manager to execute an amendment of the HBA contract in the amount of $92,856.50 to update the Municipal Building construction plans. The motion was approved by unanimous vote.

C. *Resolution of Intent - Zoning Text Amendment Request from Historic District Civic League:*
Rick Keuroglian stated that he received a letter from the Historic District Civic League requesting consideration that residents be permitted the by-right use of either an Accessory Dwelling Unit (ADU) or the main house as a short-term rental (STR) for flexibility. This might actually be a win for people who lived here full-time to have this option. It might be time for staff to discuss this option and to see how other communities made it work. The Civic League communicated that even though the intent for ADUs was for long-term rentals, the reality was that we did not know the numbers of ADUs being rented or unavailable for long-term rentals. Town staff had not made any assessment to determine how many ADUs were being rented. The Civic League would like residents to have more options with their ADUs and even suggested limiting this to full-time residents who lived in their primary home in the historic district.

Mayor Charney explained that the vote this evening was to refer this request and issue to the Planning Commission for their review and consideration. It was not for discussion of whether we agreed with the request or not. Katie Nunez added that the Planning Commission would draft a zoning text amendment and provide their recommendation for Council review and approval.

Motion made by Councilwoman Ashworth, seconded by Councilwoman Holloway, to adopt Resolution of Intent 20250717 Zoning Text Amendment Request from Cape Charles Historic District Civic League.

Motion made by Councilman Grossman, seconded by Councilman Newman, to amend the resolution adding the verbiage after the fifth "Whereas" to state "Whereas, this request would also impact the Cape Charles Comprehensive Plan, adopted December 15, 2022, page 41, regarding Accessory Dwelling Units." The motion was approved by unanimous vote.

Mayor Charney moved for adoption of Resolution of Intent #20250717 – Zoning Text Amendment Request from Cape Charles Historic District Civic League as amended and asked for a roll call vote.

The motion was approved by unanimous vote. Roll call vote: Ashworth, yes; Buchholz, yes; Butta, yes; Grossman, yes; Holloway, yes; Newman, yes.

D. *Reappointment of Library Board Member:*
Libby Hume stated that the Library Board consisted of six members, each serving four-year terms, and a Town Council representative. Ms. Karen Mahaffy's term on the Library Board would be expiring on August 8, 2025, and she expressed her interest in continuing her service on this board for another term.

Motion made by Councilwoman Ashworth, seconded by Councilman Grossman, to appoint Ms. Karen Mahaffy to the Library Board for another four-year term. The motion was approved by unanimous vote.

TOWN MANAGER COMMENTS

Rick Keuroglian commented as follows:

i) He thanked everyone for attending this evening. It was exciting to see this turnout and nice to see everyone's interest.

ii) The auditors wanted the Town to develop a checklist for year-end closing. Staff worked with the auditor and developed the checklist which was provided to Council for review.

iii) Personnel: Adam Buell is no longer working for the Town. His last day was July 9th. We were not at liberty to discuss details of his employment ending with the Town; Joe Gittinger resigned in good standing after four years working in the Public Works Department as a maintenance specialist; Maleek Williams, a current seasonal employee with Public Works, will become a full-time regular employee on July 22nd; Tyler Brown, our current assistant harbor master, accepted an offer from the Cape Charles Police Department for the position of police officer. He would transition from the Harbor in early August; Kathlynn Schmidt would be starting with the Police Department at the end of this month. She was a seasoned, certified officer coming from Newport News; Tim Hamann, who was the harbor maintenance assistant, was promoted to assistant harbor master. We were currently looking to fill the maintenance role at the Harbor. Tim proved himself to be very capable and hardworking and well-deserving of this promotion; One of our beach attendants resigned to help his grandparents in Newport News, so we currently have four beach attendants. With July 4th behind us, we were currently well-staffed for this function; Harbor and Public Works were fully staffed for this time of year with seasonal help; The Town had two positions open – Inspector and Compliance Officer, and Harbor Maintenance Assistant. Both positions were posted on the website.

iv) Another shout out to the Civic League. It was nice to see so many people at their meeting. One thing that was important to them was public restrooms. He was working on options to try to bring solutions. Other items of importance to them were ADUs, and fishing from the beach (this was also reported as a Report a Concern) with fishhooks, nets, wire, etc. being left on the beach. He spoke with Public Works about this issue.

v) There was a need for strategic collaboration with other groups. We all needed to get together and talk to make sure we were all on the same page. We had so many groups and so many great things going on.

vi) He received a card that he wanted to read. Whenever he received good news, he wanted to share it since we typically only received bad news. He read the card as follows: *"Dear Rick, One of the town's police officers made my day yesterday. I was sitting outside in the heat, sweating and grumbling as I weeded my garden. Officer Ivy stopped to ask if I had water and offered to get me some if I didn't. His actions reminded me of one 'Good Samaritan' which had been in our sermon and gospel yesterday morning. He went beyond duties in my mind. God bless the Cape Charles police."* The card was from Barbara Grossman.

vii) Another shout out to staff on how hard they work. He attended meetings all day along with staff and the public. The staff worked hard making sure they stayed on top of the priorities. They were very protective and took their responsibilities regarding funds very well. He reached out to a financial advisory firm to make sure we were being the most responsible with funds related to projects. He felt that we could get some great guidance from them.

viii) He spent a lot of time providing details on his weekly report this week. He wanted to explain what was going on with the various projects and be more transparent. Let him know if there were any questions.

There was some discussion as follows: i) Councilman Grossman asked when we might get something back from the consultant regarding the Beachfront Master Plan. Rick Keuroglian stated that he reached out to Ricky Wiatt via email earlier this week and was waiting to hear

back. Councilwoman Holloway noted that Ricky Wiatt was coaching his daughter's softball team and was busy traveling. They just won the state championship; ii) Councilman Newman asked about the status of the Rural and Tribal Assistance Grant (RTA) for the Beachfront Master Plan. Rick Keuroglian responded that he would ask about it; iii) Councilwoman Ashworth stated that she and Councilman Newman attended the Historic District Civic League meeting and asked if more members of Council could attend without violating the meeting laws. Libby Hume stated that if they went to the meeting to hear what was going on and not discuss Town business, it should be fine for more than one to attend, but she advised them not to sit together; iv) Rick Keuroglian stated that he was still learning the processes as the new town manager. John Hozey had created a very formal process that he was not used to. He was used to tackling things as they arose and overseeing operations. The current process felt like red tape and hindered progress. Councilman Grossman stated that it was a matter of setting expectations and of providing the public with information related to where our focus was. It was useful to Council to set those expectations and provide the big picture and direction to staff. Councilwoman Holloway explained some "history," stating that the Town was famous for shifting attention and not staying focused on priorities. If something came up, it might get the attention that was not needed. If Rick Keuroglian had something that needed to be done, he should bring it forward for discussion. The other Council members agreed, and Rick Keuroglian thanked everyone for clarification; v) Vice Mayor Buchholz asked about the open positions of boards. Libby Hume responded that we currently had two vacancies on the Building Code Board of Appeals, one on the Library Board as a long-time member was retiring on August 8th after over 20 years on the board, and one Planning Commission vacancy that would be opening up in October. Councilman Newman stated that Council had appointed Alan Clark to the Wetlands Board but felt that he would be good on the Planning Commission. Katie Nunez interjected that she needed Mr. Clark to stay on the Wetlands Board for the time being since she received an application that would need their review.

MAYOR AND COUNCIL COMMENTS

Councilman Grossman asked staff to contact Ms. Kinsey in response to her letter regarding food trucks. It seems like she had some misinformation that staff should address. Treasurer Marion Sofield responded that she had left a message for Ms. Kinsey. Councilwoman Ashworth asked if the food trucks paid taxes. Marion Sofield responded that they did. Katie Nunez added that they also had to be inspected by the health department. Marion Sofield also noted that food trucks paid attention to their proximity from the brick-and-mortar restaurants.

Councilman Newman asked Katie Nunez if the new STR software was live yet. Katie Nunez responded that the software was still being programed. Staff currently had access to certain portions of the software that had been activated, but the public portion should go live in the fall.

Councilwoman Holloway commented as follows: i) She asked how many STRs had registered as she did not recall that information being provided. Katie Nunez responded that there were 299 business licenses issued for STRs. Councilwoman Holloway asked for a report comparing this number to last year and also asked if the software would help the Planning Commission obtain information related to ADUs for the zoning text amendment. Katie Nunez stated that ADUs were not being tracked with this software. Councilman Butta asked that the number of STR owners who submitted their paperwork early also be included in the report; ii) She thanked the staff who stepped up to help with July 4th. They went above and beyond. The day was fabulous; iii) She had heard amazing feedback about Rick Keuroglian getting out into the community and meeting with the businesses and citizens. Rick came in running and the people already felt that he was approachable.

Councilman Butta stated that people were expressing their concern about the noise ordinance and vehicles, especially a red SUV, that drove through town playing music so loud it was making the walls of some homes vibrate. He lived on the third floor of the Wilson Building, and his windows shook several times each day. Others were experiencing this also. He asked Chief Pruitt if this something

could be done. Chief Pruitt responded that the noise ordinance only pertained to noise after 10:00 p.m., not anything during the day. Rick Keuroglian stated that staff could still have a talk with the individual.

Mayor Charney commented as follows: i) July 4th this year was phenomenal and gave a shout out to Pam Endlein who came in at the eleventh hour. Everything was organized and ran smoothly. Staff did a phenomenal job. There were so many people in Town – reported 19K per the data obtained by Cape Charles Main Street from cell phone pings. Everything was cleaned up the next day (with the help from Civic League volunteers). Councilwoman Holloway stated that she wanted to clarify that Placer AI used data from cell phones, iPads and mobile devices. If a house had four cell phones and four iPads, they would be counted as eight people. Councilman Butta added that the negative comments going around about how the Town destroyed the 4th of July and that people were unable to participate in the parade, etc. was just not true. It was all very well done, and people should know that. Rick Keuroglian stated that his department heads pulled together immediately to get things organized. They took it to heart to get it done. A part-time staff member just came out swinging. Everyone was so impressed by how she took charge that she was now our events coordinator. He added that we did not let the negative comments bother us. Staff reached out to all the vendors, and some responded that they could not attend this year. We received numerous emails praising the events of the day; ii) He personally received four emails from visitors to the Harbor. Paula Davis was doing an incredible job. It was the best thing for the Town to have taken back operations at the Harbor. The swag sold at the Harbor was also beautiful and he recommended that everyone go support the Town Harbor.

There were no additional comments.

Mayor Charney read the announcements adding that the first weekend in August would be a big weekend:

- August 2, 2025 – Shriner's Parade
- August 2, 2025 – Coast Guard Appreciation Day
  Councilman Newman stated that a friend of his worked on the Coast Guard helicopter and asked if they could land the helicopter to give tours. He had asked John Hozey a while ago, but nothing was done. Would this be possible? Bob Panek responded that it could possibly be done on the ferry dock property. Councilman Newman would provide the information to Bob Panek.
- August 2-3, 2025 – Crab Slam
- August 7, 2025 - Town Council Special Meeting. Mayor Charney asked whether the work session regarding the DHCD grant could be held following the special meeting. All Council members would be able to attend so the work session was scheduled.
- August 21, 2025 – Town Council Public Hearing & Regular Meeting

Motion made by Councilman Butta, seconded by Councilman Grossman, to adjourn the Town Council Regular Meeting. The motion was approved by unanimous vote.

The Regular Meeting adjourned at 7:43 p.m.

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Mayor Charney

_____
Town Clerk

July 17, 2025 Town Council Regular Meeting
Comments & Information Provided in Writing

Donna Kohler, resident
My name is Donna Olney Kohler and I reside at 711 Tazewell Avenue. Thank you for this opportunity to share my opinion on Town projects and issues.

First, I would like to comment on the new Town Hall design. I spoke to Council last year about the design and I would again ask the Town to have all gender- or gender-neutral bathrooms instead of women and men facilities. I looked at the design in the packet and I would recommend using the space to have separate, individual, non-gender-specific toilet rooms and then an external, open bank of sinks. It is my opinion that there is no need, particularly for new construction, for gender specific bathrooms where you can accommodate more individuals with self-contained toilet units that can be used by any person. The design already has the space allocated and backed up to one another and it should be simple enough to reconfigure with individual toilet rooms and an open bank of sinks. This design eliminates the need for urinals, and you may even have space for an additional toilet, possibly two. If one of the main purposes is to provide public restrooms, then individual, self-contained toilets allow the Town to provide the amenity to more people with less wait time.

My second comment is in regard to storefront window displays. It is not the Town's job to regulate what a storefront may or may not put in their windows. I am not aware that we have ever done so, and I hope the Town does not now consider this their purview. All storefront owners, whether open to the public or not, have the right to create displays of their choice whether with words, signage, or items for purchase. The use of words or physical signs in a display does not make this a sign ordinance issue. It is a window display, and if an individual finds something distasteful or offensive, they have the right to not support that business or shop owner.

My third comment is in regard to the use of Accessory Dwelling Units as short-term rentals. I personally don't know enough about the impact ADUs have had on our Town. Having read the letter from Ms. Lajoie representing the Civic League, I support their request for the Town to take the time to measure and evaluate the situation before making decisions.

Thank you again for this opportunity to speak. I encourage all Cape Charles residents to take advantage of the multiple opportunities we have as citizens to impact our Town policies and activities.

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Kathy Glaser, resident
I am a local resident with an ADU. When it was first available, I was excited to open it to the local workforce. I contacted the Northampton School Board and local restaurants to offer my large 1-bedroom unit to teachers or local workers. Then I waited. No one responded. I was fortunate to have a friend of a friend that rented it until her new house was finished. It has been empty for 6 months now.

I recently read about a new program that the Outer Banks developed. Their community is very much like ours, having issues with worker housing. They are developing a website to help source housing options. https://www.obxworkforcenetwork.org/resources. It is in the early stages, but it is a wonderful idea. Perhaps it we had a centralized site that listed available ADUs, people might utilize them.

I would much rather rent my ADU long term than as a STR but if there is no market for long-term rentals, then I support being able to rent short term.

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Cynthia & Tucker Emrich, residents
We're writing to express our strong support for allowing full-time residents the ability to occupy their main houses while using their ADUs as a short-term rental.

By taking this step, you'll "level the playing field" between part-time residents who have the ability to STR their main houses in their absences and full-time residents who may also wish to generate some income without vacating their homes.

As we're all keenly aware, full-time residents serve our Town in a myriad of ways, thereby helping to make our Town vibrant and engaging. Part-time residents struggle to fill these roles. Full-time residents shouldn't

be penalized for occupying their homes. They deserve the flexibility to engage in the STR market in this small way.

Thank you for listening and take care.

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Emily & Greg Gentry, residents
Over the past nine months we have been involved in what has become a very public quest to gain the town's permission to rent out our secondary dwelling as a vacation rental. For various personal and financial reasons, renting long-term is not an option for us.

As the code is currently written, we are able to rent out our primary home short-term but not our cottage. It would seem that in light of all of the associated issues, the town would rather us rent our main house that is more than twice the size of our small two-bedroom cottage, allowing for at least twice the number of renters, cars and use of public infrastructure.

We are requesting that a text amendment be made allowing full-time residents be given the option to rent EITHER their primary home OR their ADU as a short-term rental. Attracting and retaining full-time residents is part of the town's Strategic Plan and this change could go a long way to achieve that goal.

We appreciate your consideration.

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Penn Kinsey, resident
I hope this letter finds you well. I am writing to bring to your attention the need for a more equitable regulatory framework for food trucks operating in our town, especially considering the unique challenges and opportunities we face as a small seasonal community.

Food trucks have become an integral part of our local food scene, offering diverse culinary experiences and contributing to the vibrancy of our community. However, I believe it is essential that these mobile vendors adhere to the same health, safety, and operational standards as our brick-and-mortar establishments that operate year-round.

Additionally, food trucks often occupy a significant amount of parking space, which can affect access for customers of local businesses and residents. To address this concern, I propose that the city designate specific areas for food trucks, trailers, and carts. This would help manage parking effectively while providing food vendors with a dedicated space to operate.

Furthermore, it is crucial that food trucks are held accountable for local sale tax and any additional food taxes. Clarity is needed regarding who is responsible for collecting these taxes to ensure compliance and support our local economy. Ensuring that food trucks contribute to the tax base alongside traditional businesses is vital for maintaining a fair marketplace.

To ensure a level playing field, I propose that the city consider implementing the following measures for food trucks:

1. **Health and Safety Standards:** Food trucks should meet the same health inspection requirements as traditional restaurants. This helps protect consumers and ensures quality food service.
2. Licensing and Permits: Food trucks should be required to obtain the same types of permits and licenses that brick-and-mortar businesses must secure, including business licenses and operating permits.
3. Zoning Regulations: Clear zoning regulations should be established to ensure food trucks are placed in appropriate areas that do not disrupt local businesses or residences.
4. Seasonal Limitations: If food trucks are allowed to operate during certain seasons, they should also be permitted to operating during off-peak months, following the same guidelines as permanent establishments.
5. Sales and Food Tax Compliance: Establish clear responsibilities for food trucks regarding the collection and remittance of local sales tax and any additional food taxes to ensure fair competition with brick-and-mortar businesses.

Implementing these measures would not only enhance food truck operations but also align them with the standards set for our existing businesses, promoting fair competition and ensuring the safety and satisfaction of our patrons.

I appreciate your attention to this matter and look forward to discussing it further. Thank you for your continues efforts to improve our community.

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May 2025 Treasurer's Report

Page 1 – Revenues vs. Expenditures

- Our Virginia Investment Pool 1-3 Year investment account saw a net loss of $2,201 for the month. Although the fund has a greater average historical return than the Liquidity Pool, these fluctuations are not uncommon on a month-to-month basis. Most of our fund balance remains in the Liquidity Pool, this preserves flexibility to pursue capital projects on short notice without realizing losses due to market fluctuations.

Page 2 – Revenues vs. Expenditures

- All Harbor operating revenues exceed Fiscal Year 2024 to date and are on track to exceed budgeted amounts.

Page 3 – Capital Projects

- A final payment of $9,920 was made to Jimenez Builders for work on the Fig Street sidewalk. This completes all sidewalk infill work planned for Fiscal Year 2025 at $7,309 over budget.

Page 4 – Specific Sources of Revenue

- Personal property tax revenue has exceeded the budgeted amount of $96,800 by $19,758 and has exceeded all prior years.

MUNICIPAL CORPORATION OF CAPE CHARLES
TREASURER'S REPORT
May 31, 2025

Cash on Hand	4/30/2025	5/31/2025	Increase/ (Decrease)
Atlantic Union Bank Checking Account	$142,361	$1,344	-$141,017
Atlantic Union Bank Money Market Account	$906,020	$652,949	-$253,071
LGIP Account 1 - 0565 - Unrestricted	$119,463	$119,910	$447
LGIP Account 2 - 0195 - Unrestricted	$379,712	$381,133	$1,421
Virginia Investment Pool Liquidty Unassigned - 5003	$16,507,310	$16,569,414	$62,104
Virginia Investment Pool 1-3 Year Unassigned 0001	$1,106,149	$1,103,947	-$2,201
Taylor Bank Operating Cash Account	$450,596	$162,115	-$288,480
Taylor Bank Sweep Account	$402,127	$802,982	$400,855
Total Cash On Hand	**$20,013,735**	**$19,793,794**	**-$219,942**

Restricted and Reserved Cash Balances	4/30/2025	5/31/2025	Increase/ (Decrease)
Atlantic Union Bank Checking Account - Police Funds	$431	$431	$0
LGIP Account 2 - Restricted for USDA loan covenant	$30,120	$30,120	$0
Virginia Investment Pool Liquidity Acct#1 Facility Fees Rsrvd (Utilities)	$0	$0	$0
Total Cash Held in Reserve	**$30,551**	**$30,551**	**$0**
Total Cash - All Accounts	**$20,044,286**	**$19,824,345**	**-$219,942**

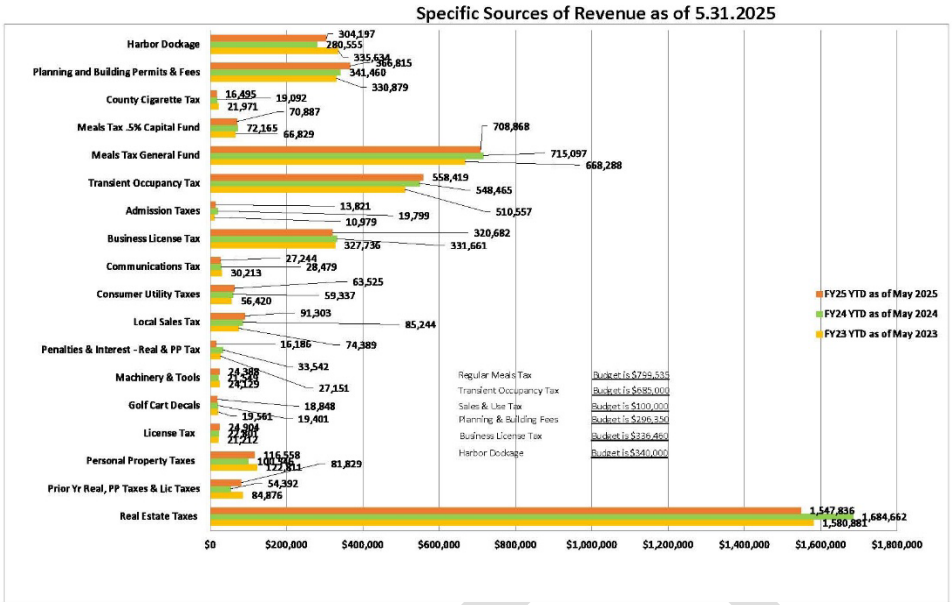
MUNICIPAL CORPORATION OF CAPE CHARLES
TREASURER'S REPORT
May 31, 2025

REVENUE VS. EXPENDITURES

FUND	CURRENT MONTH	CURRENT YEAR-TO-DATE	ANNUAL BUDGET	% REALIZED/ EXPENDED FY25
GENERAL Fund				
REVENUE	$220,491	$4,976,210	$5,727,599	86.88%
EXPENDITURES	$440,935	$4,018,842	$5,727,599	70.17%
NET	**($220,444)**	**$957,368**	**$0**	
GENERAL Capital Fund				
REVENUE	$5,617	$302,830	$11,127,130	2.72%
EXPENDITURES	$9,920	$72,645	$11,127,130	0.65%
NET	**($4,303)**	**$230,185**	**$0**	
GENERAL Debt Service Fund				
REVENUE	$0	$0	$25,121	0.00%
EXPENDITURES	$0	$16,032	$25,121	63.82%
NET	**$0**	**($16,032)**	**$0**	
GENERAL Special Activities Fund				
REVENUE	$0	$58,604	$25,500	229.82%
EXPENDITURES	$620	$21,905	$25,500	85.90%
NET	**($620)**	**$36,699**	**$0**	
PUBLIC UTILITIES Fund				
REVENUE	$447	$113,937	$9,576,514	1.19%
EXPENDITURES	$312	$12,258	$9,576,514	0.13%
NET	**$135**	**$101,678**	**$0**	
HARBOR Fund				
REVENUE	$190,124	$801,861	$1,165,287	68.81%
EXPENDITURES	$94,685	$941,079	$1,165,287	80.76%
NET	**$95,439**	**($139,218)**	**$0**	
SANITATION Fund				
REVENUE	$50	$250,522	$345,884	72.43%
EXPENDITURES	$29,449	$309,985	$345,884	89.62%
NET	**($29,399)**	**($59,463)**	**$0**	

FY 25 Capital Improvement Project Tracking Report

As of: 5/31/2025	FY25 Status or Start Date	% of Current Year Budget	FY25 Budgeted	QTR 1 Expended	QTR 2 Expended	QTR 3 Expended	QTR 4 Expended	FY25 YTD Expended	(Over)/Under Budget
General Capital Fund									
Multi-Use Trails, Phase 3 Construction	Completed in FY24		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Municipal Space Replacement	In Process	0%	$ 3,250,000	$ -	$ -	$ -	$ 9,920	$ -	$ 3,250,000
Welcome Center Design & Construction	In Process	2%	$ 750,000	$ -	$ 1,222	$ 10,654	$ -	$ 11,876	$ 738,124
Library Upgrade & Condoization	In Process	1%	$ 250,000	$ 2,895	$ 450	$ 53	$ -	$ 3,398	$ 246,602
Beachfront Revitalization	Pending		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Beach Restroom/Bathhouse	Pending		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sidewalk Infill	Complete	115%	$ 50,000	$ 274	$ 84	$ 35,532	$ 11,500	$ 57,309	$ (7,309)
Mason Ave. Electrical	Pending		$ -	$ -	$ -	$ 62	$ -	$ 62	$ (62)
Keck Wells Water Line Return	Pending	0%	$ 565,000	$ -	$ -	$ -	$ -	$ -	$ 565,000
Subtotal			**$ 4,865,000.00**	**$ 3,169**	**$ 1,756**	**$ 46,301**	**$ 21,420**	**$ 72,645**	**$ 4,227,355**
Harbor Fund									
Inner Harbor Bulkhead Rehab, Phase 3	Complete	85%	$ 221,537	$ 4,750	$ 1,695	$ 56,029	$ 125,288	$ 187,762	$ 33,775
Fixed Dock Rehab	Pending	6%	$ 20,000	$ 1,287	$ -	$ -	$ -	$ 1,287	$ 18,713
Replace Boardwalk With Synthetic Decking	Complete	104%	$ 43,000	$ -	$ -	$ -	$ 44,575	$ 44,575	$ (1,575)
Subtotal			**$ 284,537**	**$ 6,037**	**$ 1,695**	**$ 56,029**	**$ 169,863**	**$ 233,624**	**$ 50,913**
TOTAL			**$ 5,149,537**	**$ 9,206**	**$ 3,451**	**$ 102,330**	**$ 191,283**	**$ 306,269**	**$ 4,278,268**


Specific Sources of Revenue as of 5.31.2025
Harbor Dockage
304,197
280,555
335,634
Planning and Building Permits & Fees
366,815
341,460
330,879
County Cigarette Tax
16,495
19,092
21,971
Meals Tax .5% Capital Fund
70,887
72,165
66,829
Meals Tax General Fund
708,868
715,097
668,288
Transient Occupancy Tax
558,419
548,465
510,557
Admission Taxes
13,821
19,799
10,979
Business License Tax
320,682
327,736
331,661
Communications Tax
27,244
28,479
30,213
Consumer Utility Taxes
63,525
59,337
56,420
Local Sales Tax
91,303
85,244
74,389
Penalties & Interest - Real & PP Tax
16,186
33,542
Machinery & Tools
27,151
Golf Cart Decals
18,848
19,561
19,401
License Tax
Personal Property Taxes
116,558
122,811
81,829
Prior Yr Real, PP Taxes & Lic Taxes
54,392
84,876
Real Estate Taxes
1,547,836
1,580,881
1,684,662
Regular Meals Tax
Budget is $799,535
Transient Occupancy Tax
Budget is $685,000
Sales & Use Tax
Budget is $100,000
Planning & Building Fees
Budget is $296,350
Business License Tax
Budget is $336,460
Harbor Dockage
Budget is $340,000
FY25 YTD as of May 2025
FY24 YTD as of May 2024
FY23 YTD as of May 2023
$0
$200,000
$400,000
$600,000
$800,000
$1,000,000
$1,200,000
$1,400,000
$1,600,000
$1,800,000

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TOWN COUNCIL
Executive Session
Cape Charles Civic Center, 500 Tazewell Avenue
July 28, 2025
6:00 PM

At 6:00 p.m. Mayor Adam Charney, having established a quorum, called to order the Executive Session of the Cape Charles Town Council. In addition to Mayor Charney, in attendance were Vice Mayor Buchholz, Councilmen Butta, Grossman and Newman, and Councilwoman Holloway. Councilwoman Ashworth joined the meeting during the closed portion via telephone from Boston, MA. Also, in attendance was Town Manager Rick Keuroglian and John Conrad from The Conrad Firm the attorney representing the Town in this case.

Motion made by Councilman Grossman, seconded by Vice Mayor Buchholz, to add an action item after the coming out of the closed session to allow Council to vote on the proposed settlement. The motion was approved by unanimous vote.

Motion made by Councilwoman Holloway, seconded by Councilman Grossman, and unanimously approved to go into Executive Session in accordance with Section 2.2-3711.A of the Code of Virginia, Paragraph 7 for the purpose of: Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body. The motion was approved by unanimous vote.

Specifically: Discussion of potential joint settlement with Northampton County related to assessed values of certain properties within the Town.

Members of the public were asked to leave the room.

Council went into executive session at 6:03 p.m.

Motion made by Councilman Grossman, seconded by Vice Mayor Buchholz, to return to open session. The motion was approved by unanimous vote.

The open portion of the meeting resumed at 6:50 p.m. There were no members of the public waiting to return to the meeting.

Certification, to the best of each member's knowledge, that (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting by the public body. Roll call vote: Ashworth, yes; Buchholz, yes; Butta, yes; Grossman, yes; Holloway, yes; Newman, yes.

Motion made by Councilman Butta, seconded by Councilman Grossman, to authorize the town manager to join with Northampton County to offer $12,500 for the Town's portion of the settlement, to be taken from the town manager's contingency fund, to settle the lawsuit that the Town was faced with.

Motion made by Vice Mayor Buchholz, seconded by Councilwoman Holloway, to adjourn the Town Council Executive Session. The motion was approved by unanimous vote.

The Executive Session adjourned at 6:53 p.m.

Mayor Charney

Town Clerk

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TOWN COUNCIL
Special Meeting & Town Hall Meeting
Civic Center, 500 Tazewell Avenue
August 7, 2025
6:00 PM

At approximately 6:00 p.m. Mayor Adam Charney, having established a quorum, called to order the Special Meeting and Town Hall Meeting of the Cape Charles Town Council. In addition to Mayor Charney, in attendance were Vice Mayor Buchholz, Councilmen Butta, Grossman and Newman, and Councilwomen Ashworth and Holloway. Staff in attendance were Town Manager Rick Keuroglian, Treasurer Marion Sofield, Capital Projects Manager Bob Panek, Planning & Zoning Director Katie Nunez, Planning & Zoning Assistant Jack Steinmayer, and Town Clerk Libby Hume. There were 19 members of the public in attendance and 16 viewers on Facebook.

A moment of silence was observed followed by the recitation of the Pledge of Allegiance.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY, EXCLUDING TOWN HALL TOPIC: (3 MINUTES PER SPEAKER)
There were no comments to be heard, nor any comments received in writing prior to the meeting.

SPECIAL MEETING ORDER OF BUSINESS:

A. *Trinity United Methodist Church Lease for Town Offices:*
Project Manager Bob Panek stated that a lease with Trinity United Methodist Church (UMC) to temporarily house the administrative functions had been drafted. The UMC would accommodate all staff currently in the Town Hall with the exception of the Police Department. The Police Department would move upstairs after some repairs had been completed. The UMC former classrooms offered approximately 4,700 square feet and was ADA compliant and also had fire alarms. The Town would have to outfit the buildings for our use. The lease agreement was a good compromise but still needed some minor tweaks in the language. There was no other comparable space available in Town. (Please see attached.)

There was some discussion as follows: i) Councilman Grossman asked if the Town would have to restore the building to its current condition. Bob Panek responded that the Town would not have to put the building back to its current condition; ii) Councilwoman Ashworth asked the expected cost to make the upgrades to the UMC building and make the actual move. Bob Panek felt that it would be less than the $100K included in the budget, adding that staff was working on cost estimates. A local contractor had been contacted about constructing the service counter. Some of our network servers were older and in need of replacement anyway. We would also be contacting with the Northampton County Sheriff's office regarding the labor to do the move; iii) Councilman Newman asked if the church was still operational. Bob Panek stated that the sanctuary and fellowship hall were still being used by the church and outside of the lease. They had a very small congregation, and the lease would allow them to continue services; iv) Councilwoman Ashworth asked if the area leased by the Town could be blocked off. Bob Panek stated that they were looking at measures to secure the space, possibly by adding a gate at the fellowship hall doorway and some added security measures on the doors; v) Councilwoman Ashworth asked about the 1.5% built-in escalation for subsequent years. Bob Panek stated that 1.5% was built in as well as early termination provisions for each year after the first two years; vi) Vice Mayor Buchholz expressed his concern about the police department staying in the current Town Hall with the health issues in the building. Bob Panek stated that the issues were safety-related and were being addressed before they moved upstairs. Vice Mayor Buchholz added that there were also health issues with mold, etc. and he wanted to make sure that all the issues were resolved; vii) Councilwoman Holloway stated that the second floor was not ADA accessible and asked how the police department would handle visitors having to go upstairs. Bob Panek stated that there would be no changes. The front door would be locked and an intercom

installed for visitors to ring the police department. Visitors would be buzzed in and an officer would meet them downstairs; viii) Councilwoman Ashworth asked Rick Keuroglian if he was comfortable with the lease. Rick Keuroglian responded that he was.

Motion made by Councilman Grossman, seconded by Vice Mayor Buchholz, to authorize the Town Manager to finalize and execute the lease for space at Trinity United Methodist Church as discussed. The motion was approved by unanimous vote.

B. *Reappointment of Library Board Member:*
Town Clerk Libby Hume stated that the Library Board consisted of six members, each serving four-year terms, and a Town Council representative. Ms. Dianne Davis' term on the Library Board would be expiring on August 8, 2025. She initially notified us of her intention to "retire" from the board but graciously changed her mind after talking to the other members of the board.

Motion made by Councilwoman Ashworth, seconded by Councilwoman Holloway, to appoint Ms. Dianne Davis to the Library Board for another four-year term. The motion was approved by unanimous vote.

C. *Community Development Block Grant Opportunity for Harbor & Railroad Area Conceptual Master Plan and Area Design Guidelines:*
Katie Nunez stated that this matter was first brought to Council at the July 17, 2025 Town Council Regular Meeting to open the dialogue about the master planning process for the harbor and railroad area, and to make Council aware of a state grant that might help offset the costs for this type of planning process. Council requested that this matter be placed on the August agenda for further discussion. Staff was in active discussion and negotiations with the Berkley Group to provide planning services based on the outcome of this meeting. Michael Zehner, Director of Planning & Community Development for the Berkley Group, was in attendance via video conference to provide some information regarding this process and to answer any questions. Katie Nunez went on to outline specific items needing clarification and consensus: i) The area to be included in the master planning study needed to be refined. The map with the proposed areas broken down was reviewed in detail. (Please see attached.); ii) Confirmation of the scope of work envisioned in the planning process, specifically whether or not the Town planned to purchase any or all of the railroad property when it became available; iii) The establishment of a Harbor and Railroad Master Plan Steering Committee or Project Management Team consisting of key stakeholders to provide guidance and support, working with the consulting firm, in developing the draft Harbor & Railroad Master Plan. If the Town decided to apply for a Community Development Block Grant (CDBG), a Project Management Team (PMT) needed to be composed of the minimum: a locality official (town manager, mayor, etc.), representative from the regional planning district commission if applicable, grant manager or consultant, engineer or architect, appropriate consulting service based on the nature of the project, and project sparkplugs (representatives of the community). She suggested a possible composition of the project management team as follows: 2 Town Council members, 2 Planning Commission members, 2 harbor adjacent property owners, 1 railroad property owner representative, 1 Cape Charles Civic League representative, 1 Cape Charles Main Street representative, town manager, director of planning, harbor master and code official.

There was much discussion regarding the mapped area and which sections to include in the plan. It was noted that the Town had ordered an appraisal of the Canonie Atlantic property, and we were hopeful that the appraisal would be received by September 1st. A consensus was reached to include all areas that were proposed.

There was some discussion regarding the PMT as follows: i) Councilman Butta and Councilwoman Ashworth expressed their interest in serving on the PMT; ii) Councilwoman Ashworth asked that 1 representative from the Bay Creek Homeowners Association be included since there would be a representative from the Historic District Civic League; iii) It was suggested

that instead of having 2 representatives from the Planning Commission, we have 1 member from the Planning Commission and 1 member from the Harbor Area Review Board; iv) Vice Mayor Buchholz suggested having 1 representative from each of the sections on the map (3, 7, 8, 9, 10, and 11), since John Kemp owned 2 parcels, Southport Investors had 3 parcels, and Virginia Marine Equipment also owned property in the harbor area. They all needed to be part of the team; v) Katie Nunez stated that the Town would solicit names from the citizens, adding that time was of the essence; vi) Councilman Butta cautioned that the larger the committee, the more members needed to make a quorum. Katie Nunez agreed, adding that other parties may participate in the meetings and provide their input, but did not necessarily have to be a member of the PMT. Councilwoman Holloway stated that we needed to include representation from relevant stakeholders as she did not want to repeat past mistakes such as the short-term rental committee. Mayor Charney interjected that if someone volunteered to serve on the PMT, they need to make a commitment and must attend all meetings.

Katie Nunez stated that she would work with Michael Zehner to refine the scope of work, along with the amount of the Berkley Group's fees, and the information regarding the contract award would be on the August 21st Town Council Regular Meeting Agenda.

TOWN HALL MEETING ORDER OF BUSINESS – DISCUSSION OF PUBLIC RESTROOM OPTIONS:
Rick Keuroglian thanked the members of the public for attending this Town Hall meeting about public restrooms. He stated that when he began his research process, he thought it would be an easy fix, but as he dug into the information, he realized that the issue was complex and very challenging to resolve. He was at a crossroads and needed direction from the Council and citizens. He went on to review his presentation with Council and attendees which outlined the background and current situation, operational review with Public Works, key strategic questions, evaluation criteria, and overviews of short-term, long-term and lease options. (Please see attached.)

There was discussion amongst Council as follows: i) Should the public restrooms be separated from the visitor center? The majority of the Council members were agreeable to separating the two projects; ii) Councilwoman Holloway provided background of how the projects got combined stating that the initial concept was developed using funding from the American Rescue Plan Act (ARPA). We found that we could not have a Virginia Tourism-certified visitor center without staff to manage it. That was why Cape Charles Main Street (CCMS) was brought into the picture. As it stood now, the two projects could be separated; iii) Rick Keuroglian stated that he and members of the CCMS board met with the Cape Charles Museum board regarding the possibility of moving the CCMS office and visitor center to Bloxom Station, the former train station currently located on the museum property. The building was currently used by the museum to store memorabilia. The building had approximately 700 square feet which was similar to the other locations. It had great charm, an ADA ramp, and the museum was next door. It had the potential to be a real visitor center on the way into town. The museum's board was willing to partner with CCMS for this project. There would be no room for a conference room, but it would be a viable option to consider as a visitor center; iv) There was a general consensus that the "silver bullet" was not big enough, even if the RV toilets were replaced with regular ones. The "silver bullet" could be repaired and moved to other locations as needed for events; v) Another restroom trailer would be good for a temporary fix but what if we had the same issues with a new unit? Also, an ADA trailer was much more costly so ADA porta potties would have to be retained; vi) A permanent structure would take more time with engineering, permitting, various approvals, having to go out for bids, construction, etc.; vii) If a permanent solution was preferred, it could be built on a location by the "silver bullet" on Canonie land or another town-owned property such as the lot behind the library. The Town could also purchase a building for the restrooms; viii) Location was important as it needed to be central to the commercial district. There were issues with the lot behind the library because it was surrounded by residences who would probably not want a public restroom facility next door or across the street from their homes; ix) If the location of the "silver bullet" was chosen for a permanent facility, it would have to be moved about 50' to the east to accommodate the expansion of the street grid at Peach Street. Canonie Atlantic had no problem with amending the long-term lease at $500 per year for a permanent structure; x) Rick

Keuroglian asked how important ownership would be. Leasing had its benefits where the Town would have a low monthly cost. The 11 Peach Street option was a great location and would be charming, fit in with the look of the historic district, etc. It was originally proposed for the CCMS office with a conference room and restrooms, but if the conference room were removed, it would be a better use of space to accommodate various displays about Cape Charles and things to do; xi) Councilwoman Holloway expressed her preference for the 11 Peach Street location stating that it screamed "visitor center." Councilwoman Ashworth agreed, adding that the Town had a unique opportunity to have the downtown restrooms in a historic building in the historic district; xii) There were two ADA parking spaces on the corner of Peach Street and Mason Avenue in close proximity to the 11 Peach Street location; xiii) Councilwoman Holloway stated that the Bloxom Station had challenges with visibility and parking. Councilwoman Ashworth added that walkability and golf cart access was paramount.

The floor was opened to the members of the public.

Carol Ann Sabo stated that walkability and golf cart access were important.

Elise McMath thanked the Town Council for holding a Town Hall meeting. It was refreshing and nice for the public to be able to participate in the conversation, but it would have been nicer if the public could have spoken sooner. She preferred the visitor center being located on the way coming into the town and would provide foot traffic to support the museum.

Kathy Glaser did not think dedicated parking was necessary for the 11 Peach Street location since people would park there and leave their cars there all day while they walked around town. She also felt that the location should not be used just for restrooms.

Carol Ann Sabo stated that the 11 Peach Street location seemed like a great idea but there were some barriers in that it would take 6 to 8 months for completion and had a significant cost.

Tiffany Gelzinis, owner of 11 Peach Street, stated that they were pursuing historic tax credits and were at phase 2 of the process. She sent the updated plans to Bob Panek but had some limitations to the layout due to the requirements for using historic tax credits. The approval process took about 30-60 days. They needed a fairly concrete idea of what the Town wanted prior to submitting their application. Once they received approval for the tax credits, it would only take administrative approval for the Historic District Certificate of Appropriateness since the state approval process was more restrictive than the Town's.

Kathy Glaser stated that the timeframe should not be an issue since we were almost at the end of the summer season. The construction would be done by next summer and we still had the "silver bullet" to hold us over until construction was completed.

Greg Gentry stated that portable restroom units had come a long way since the "silver bullet" was purchased. The newer ones were better although they still used RV toilets, but the toilets could be upgraded to regular toilets for about $250 each. If the Town purchased a new trailer and decided to sell it after construction of the permanent solution, they had good resale value. An ADA trailer typically did not hold many stalls due to the size requirements of each stall and most only have 2 stalls. The Town had the option of purchasing an ADA porta potty and having it cleaned by public works staff.

Rick Keuroglian presented 2 more permanent location options – 300C and 300D Mason Avenue were on the market for $289,000 and $349,900 respectively. The units were side by side and 1 could be used for bathrooms and 1 could be for a visitor center, or 4-6 restrooms could be placed in each. It would be about another $100K to retrofit them for restrooms.

Council went on to review the other long-term options included in the presentation. Councilwoman Holloway stated her preference for unisex restrooms, then added that a much more aggressive cleaning schedule was needed such as cleaning 6 times per day in the high season.

Council discussed purchasing a new temporary unit with 5 or more stalls, and an ADA unit so porta potties would not have to be used. After a permanent restroom facility was constructed, the units could be moved as needed to events.

Council asked the members of the public for their opinions. i) Carol Ann Sabo stated that the Town should purchase a 5-stall unit and an ADA trailer for a temporary solution to either sell of move as needed for events, and move forward with the 11 Peach Street location for the permanent solution; ii) Sam Jones stated that it all has to be subject to costs since the Town did not know the real costs; iii) Claudette Lajoie asked if CCMS would be paying rent for the office space at 11 Peach Street. Councilwoman Holloway responded that CCMS would have to add staff to manage the visitor center and volunteers so the $1K in rent needed to be reconsidered unless the Town were to increase their funding support to CCMS; iv) Ed Wells did not think CCMS needed to be included in this project.

Motion made by Councilwoman Holloway, seconded by Councilwoman Ashworth to direct the town manager to move forward to obtain pricing for a 5-stall restroom trailer and an ADA trailer and continue negotiations with the owners of 11 Peach Street for a permanent location for Council action at the August 21st regular meeting.

Katie Nunez stated that August 21, 2025 would not provide the owners of 11 Peach Street with enough time since they would have to submit their tax credit application after getting the Town's plans.

Councilwoman Holloway moved to amend her original motion removing the portion related to 11 Peach Street. Councilwoman Ashworth seconded the motion. The motion was approved by unanimous vote.

Mayor Charney called for a vote on the motion to charge the town manager to move forward to obtain pricing for a 5-stall restroom trailer and an ADA trailer for Council action at the August 21st meeting.

The motion was approved by unanimous vote.

Councilwoman Ashworth asked that 11 Peach Street be added to the September 4, 2025 Town Council Work Session for further discussion.

Motion made by Councilwoman Ashworth, seconded by Councilman Grossman, to adjourn the Town Council Special Meeting & Town Hall Meeting. The motion was approved by unanimous vote.

The meeting adjourned at 8:57 p.m.

_____

Mayor Charney

_____

Town Clerk

DRAFT

August 7, 2025 Town Council Special Meeting & Town Hall Meeting
Comments & Information Provided in Writing

A. *Proposed Lease with Trinity United Methodist Church*

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "Lease") is made as of the ___ day of _____, 2025 (the "Effective Date"), by and between the **BOARD OF TRUSTEES OF THE TRINITY UNITED METHODIST CHURCH** ("Landlord"), and the **MUNICIPAL CORPORATION OF CAPE CHARLES**, a political subdivision of the Commonwealth of Virginia ("Tenant").

W I T N E S S E T H:

A. Landlord is the owner of those certain parcels of land and the improvements thereon located in Northampton County, Virginia, and commonly known as 109 Plum Street, Cape Charles, Virginia 23310 (Tax Map No.'s 83A3-1-477, 83A3-1-480, 83A3-1-481, and 83A3-1-484) (the "Land"), which Land is improved with a building containing a total of approximately 13,751 square feet (the "Building") (the Land and the Building are collectively, the "Property").

B. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, (i) a portion of the Property for Tenant's exclusive use, containing approximately 3,971 S.F., and (ii) a portion of the Property for Tenant's non-exclusive use, to be shared in common with Landlord, containing approximately 758 S.F., in each case, as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following:

1.1 *Exclusive Use.* For Tenant's exclusive use:

(a) all those certain portions of the old section of the Building, including (i) a total of seven (7) classrooms identified as O-1, O-2, O-3, O-4, O-5, O-6, and O-8, (ii) the two (2) restrooms located between classrooms O-1 and O-2, (iii) the closets connected to classrooms O-1 and O-2, (iv) the hallway connecting classrooms O-1 and O-2, and (v) the large hallway connecting classrooms O-1, O-2, O-3, O-4, O-5, and O-6, in each case, as highlighted in yellow on **Exhibit A** attached hereto and incorporated herein (collectively, the "Old Section Exclusive Space"); and

(b) all those certain portions of the new section of the Building, including (i) a total of five (5) classrooms identified as N-1, N-2, N-3, N-4, and N-5, (ii) the foyer leading into the hallway in between classroom N-1 and the restroom, and (iii) the large hallway connecting classrooms N-1, N-2, N-3, and extending around classroom N-1 and the utilities closet, in each case, as highlighted in yellow on **Exhibit B** attached hereto and incorporated herein (collectively, the "New Section Exclusive Space") (the Old Section Exclusive Space and the New Section Exclusive Space are collectively, the "Exclusive Space"). Landlord hereby represents, warrants and covenants that as of the Commencement Date, no parties other than Tenant shall be in possession of all or any portion of the Exclusive Space, and the Exclusive Space shall not be burdened by any leases, licenses, or occupancy agreements other than this Lease.

1.2 *Non-Exclusive Use.* For Tenant's non-exclusive use to be shared in common with Landlord:

(a) all that certain portion of the old section of the Building, including the foyer connected to classroom O-8, as highlighted in blue and shown on the **Exhibit A** attached hereto and incorporated herein; and

(b) all those certain portions of the new section of the Building, including (i) the utilities closet, (ii) the kitchen, (iii) the two (2) restrooms, (iv) the foyer connected to the kitchen, and (v) the large hallway connecting classrooms N-4, N-5, the kitchen, and the two (2) restrooms, in each case, as outlined in blue and shown on the attached **Exhibit B** (collectively, the "Shared Use Space"). Landlord and Tenant agree to use commercially reasonable efforts and to cooperate in good faith to maximize the benefits, efficiency, and use of the Shared Use Space for both parties throughout the Lease Term, all as more particularly set forth in Section 29 below.

The Exclusive Space and the Shared Use Space are collectively, the "Leased Premises."

2. Term.

2.1 The term of this Lease (the "Lease Term") shall begin on October __, 2025 (the "Commencement Date"), and shall continue until 11:59 p.m. on the last day of the twenty-fourth (24th) full calendar month following the Commencement Date (the "Expiration Date"), subject to extension pursuant to Section 2.2 below.

2.2 Tenant, by written notice given at least ninety (90) days prior to the then-current Expiration Date, shall have the right to extend the Lease for up to four (4) additional successive periods of twelve (12) months each (each, a "Renewal Term"). Upon the exercise of any Renewal Term by Tenant, such Renewal Term shall become a part of the Lease Term and the last day of such Renewal Term shall be the "Expiration Date."

3. Basic Rent.

3.1 The basic rent (the "Basic Rent") for the Leased Premises shall be in the amount set forth below:

Months:	Total Monthly Basic Rent:
1-12 (Year One)	**$4,729.00**
13-24 (Year Two)	**$4,799.94**

Basic Rent for each Renewal Term, if exercised by Tenant pursuant to Section 2.2 above, shall be in the amount set forth below:

Months:	Total Monthly Basic Rent:
25-36 (Year Three), if exercised by Tenant	**$4,871.94**
37-48 (Year Four), if exercised by Tenant	**$4,945.02**
49-60 (Year Five), if exercised by Tenant	**$5,019.20**
61-72 (Year Six), if exercised by Tenant	**$5,094.49**

3.2 All payments of Basic Rent must be made in advance on the first day of each month, payable to Landlord at the address set forth in Section 25 hereof, or at such other place as Landlord may from time to time designate by reasonable advance written notice. If the Lease Term begins on a day other than the first (1st) day of a calendar month, Basic Rent from that date until the first (1st) of the next succeeding calendar month shall be prorated on the basis of the actual number of days in each such month and the rate of Basic Rent applicable to the first full month of the Lease Term, and shall be payable in advance on the Commencement Date. Tenant will, without previous demand, pay the Basic Rent at the times and in the manner above provided, without offset, deduction or abatement, except as expressly set forth herein. Tenant agrees to pay Landlord a late charge equal to five percent (5%) of the amount of any payment required hereunder received by Landlord more than ten (10) days after its due date.

4. Security Deposit. At the time of signing this Lease, Tenant shall deposit with Landlord $9,458.00 (the "Security Deposit"), to be retained by Landlord as security for the faithful performance and observance by Tenant of the provisions of this Lease. Tenant shall not be entitled to any interest on the Security Deposit. Landlord shall have the right to commingle the Security Deposit with its other funds. Landlord may use the whole or any part of the Security Deposit for the payment of any amount as to which there is an Event of Default (defined below) by Tenant or to compensate Landlord for any loss or damage it shall suffer by reason of an Event of Default by Tenant under this Lease. If Landlord uses all or any portion of the Security Deposit as herein provided, within ten (10) days after written demand, Tenant shall pay Landlord by check or wire transfer an amount equal to that portion of the Security Deposit used by Landlord. If Tenant complies fully and faithfully with all of the provisions of this Lease, the Security Deposit shall be returned to Tenant within thirty (30) days after the Expiration Date and surrender of the Leased Premises to Landlord.

5. Acceptance of Leased Premises; Landlord's Work.

5.1 Except as otherwise set forth herein, including without limitation, Landlord's obligation to perform the Landlord's Work (defined below),Tenant shall accept the Leased Premises "as is", in its present condition without any alterations by Landlord. Notwithstanding the foregoing or anything herein to the contrary, Landlord shall, on or before the Commencement Date, perform and complete at its sole cost and expense (subject to Section 5.2 below) those items of landlord's work as more particularly identified on **Exhibit C** attached hereto and incorporated herein (the "Landlord's Work").

5.2 As part of the Landlord's Work, Landlord shall perform and complete certain mold and mildew remediation work in the Leased Premises (including without limitation, to classroom O-6 in the old section of the Building and to the stairwell area connecting the old section and new section of the Building near classroom N-1 and the utilities closet) and, to the extent reasonably necessary, in adjacent areas of the Building that may affect the Premises (collectively, the "Remediation Work"). The Remediation Work shall be performed in accordance with applicable law and current industry standards, and in consultation with a qualified environmental or remediation professional. The purpose of the Remediation Work is to ensure the Leased Premises is delivered on the Commencement Date in a clean, safe, and tenantable condition, free of active mold or mildew growth. Tenant shall reimburse Landlord for the reasonable documented costs incurred by Landlord in connection with the Remediation Work, up to a maximum amount of Ten Thousand and 00/100 Dollars ($10,000.00) (the "Remediation Cap"). Landlord shall provide Tenant with reasonably detailed invoices or other documentation evidencing the costs of the Remediation Work, and Tenant shall reimburse Landlord for such costs within thirty (30) days after receipt thereof, up to the Remediation Cap. Landlord shall be responsible for any costs of the Remediation Work in excess of the Remediation Cap.

5.3 Tenant acknowledges that Landlord has not made any warranties or representations, oral or written, as to the use or fitness of the Leased Premises for any particular purpose, except for the Permitted Use (defined below). Landlord shall not be responsible or liable for obtaining any governmental approvals or permits necessary to enable Tenant to occupy or use the Leased Premises, all of which shall

be the sole responsibility of Tenant. Landlord shall not be responsible for obtaining any certificates of occupancy or other approvals required in connection with construction work done by Tenant or contractors engaged by Tenant.

5.4 If delivery of the Leased Premises shall be delayed beyond the Commencement Date for any reason (including without limitation, Landlord's obligation to complete the Landlord's Work within the time frame set forth herein), Landlord shall not be liable to Tenant for any loss resulting from such delay and Tenant's obligation to pay Basic Rent shall be suspended and abated until possession of the Leased Premises is delivered to Tenant pursuant to the terms of this Lease. In the event of such a delay, it is agreed that the Commencement Date and Expiration Date shall be correspondingly extended.

6. Use.

6.1 Tenant shall be entitled to occupy and use the Leased Premises for the Tenant's general governmental, administrative, municipal, and legislative functions, expressly including but without limitation, the following: (i) offices for Tenant's officials, departments, or administrative personnel, (ii) public-facing service counters or reception areas for conducting Tenant's business, (iii) meeting rooms for governmental functions, advisory boards, and public hearings, (iv) Tenant's storage and document archiving, (v) community engagement or outreach events, (vi) information technology support functions, (vii) use by various non-profit civic organizations, and (viii) use by third-party contractors providing services to or on behalf of Tenant, in each case, together with any and all related ancillary uses (all such uses being collectively, the "Permitted Use"), and for no other purpose without Landlord's prior written consent. Tenant shall not use the Leased Premises for any unlawful purpose or so as to constitute a nuisance or trespass.

6.2 Landlord acknowledges and agrees that in connection with the Permitted Use, certain portions of the Leased Premises may be open to the public during regular business hours in the course of the Tenant's regular operations.

6.3 Tenant covenants and agrees to comply with all laws and regulations of governmental authorities applicable to the Leased Premises; provided, however, that Tenant shall not be required to modify the Leased Premises to comply with any subsequently enacted governmental requirements unless the same are applicable because of Tenant's Permitted Use of the Leased Premises.

6.4 Tenant shall, at its sole cost and expense, obtain and provide to Landlord all governmental permits, approvals and authorizations for any intended use of the Leased Premises.

7. Utilities.

7.1 Landlord shall pay for all water, sewer, and electricity services (collectively, the "Reimbursable Utilities") supplied to the Building. The Reimbursable Utilities shall remain in Landlord's own name and Landlord shall timely pay all charges for the Reimbursable Utilities directly to the providers thereof. Landlord shall send a monthly written invoice to Tenant setting forth the costs of the Reimbursable Utilities for the preceding month, including a copy of the monthly statement from each provider thereof. Tenant shall reimburse Landlord for the costs of the Reimbursable Utilities within thirty (30) days after receipt of the monthly invoice from Landlord. Landlord shall not be responsible or liable for any interruption in any of the above services supplied to the Building, nor shall such interruption affect the continuation or validity of this Lease, unless such interruption results directly from Landlord's failure to timely pay for any of the Reimbursable Utilities directly to the providers thereof as required herein. Landlord shall have the exclusive right to select, and to change, the companies providing the Reimbursable Utilities to the Building.

7.2 Landlord shall also pay for all propane supplied to the Building directly to the provider thereof. Landlord shall have the exclusive right to select, and to change, the company providing propane services to the Building.

7.3 Tenant shall pay for all telephone and other communication services supplied to the Leased Premises. Tenant shall obtain these services in its own name and timely pay all charges directly to the provider(s) thereof. Tenant shall have the exclusive right to select, and to change, the companies providing any of the above services to the Leased Premises.

7.4 The parties acknowledge that there are three (3) separate meters with respect to the electricity services supplied to the Building. In an effort to minimize unnecessary electricity consumption in those areas of the Building which are not included as part of the Leased Premises (the "Non-Leased Areas"), Landlord agrees to maintain the heating, ventilation and air conditioning systems (the "HVAC System") serving the Non-Leased Areas in accordance with the following standards:

(i) During the cooling season (May 1 through September 30), Landlord shall ensure that the HVAC System does not cool the temperature of the Non-Leased Areas below 78 degrees Fahrenheit, unless the Non-Leased Areas are being actively occupied for more than temporary maintenance or repair activities; and

(ii) During the heating season (November 1 through March 31), Landlord shall ensure that the HVAC System does not heat the temperature of the Non-Leased Areas above 55 degrees Fahrenheit, unless the Non-Leased Areas are being actively occupied for more than temporary repair or maintenance.

7.5 Any wiring, cabling or other equipment necessary to connect Tenant's telecommunications equipment shall be Tenant's responsibility and shall be installed in a manner approved by Landlord.

7.6 In the event that provider(s) of telephone and communications services for which Tenant is responsible hereunder invoice the cost of such services to Landlord, Tenant shall remit payment for such services (i) to Landlord within thirty (30) days after Tenant's receipt of such invoice from Landlord, which payment shall be applied promptly to the applicable invoice; or, at Tenant's election, (ii) directly to such service provider.

8. Real Estate Taxes. Landlord shall pay before delinquent all taxes assessed and levied against the Leased Premises or the Property during the Lease Term and any renewal thereof, if any.

9. Insurance on the Building. Landlord shall obtain insurance on the Building in which the Leased Premises are located against loss or damage by fire and against loss or damage by other risks embraced by the "all risk coverage endorsement" in amounts at all times sufficient to prevent Landlord or Tenant from becoming a co-insurer under the terms of the applicable policies but, in any event, in an amount not less than one hundred percent (100%) of the then full insurable value of the Leased Premises. The term "full insurable value" shall mean actual replacement value (exclusive of costs of excavation, foundations and footings) less physical depreciation. Landlord's insurance shall name Tenant as an additional insured.

10. Insurance Coverage. At all times subsequent to taking possession of the Leased Premises, Tenant shall, at its sole cost and expense, provide the following insurance coverages:

10.1 Comprehensive and general public liability insurance against claims for personal injury, death or property damage in connection with the use and occupancy of the Leased Premises or arising out of the improvement, repair or alteration of the Leased Premises. The limits of such insurance shall not

be less than One Million Dollars ($1,000,000.00) for injury or death to any one person and One Million Dollars ($1,000,000.00) per occurrence.

10.2 Property damage insurance for damaged personal property arising out of any one occurrence. Tenant shall procure and maintain throughout the Lease Term a property insurance policy (written on an "All Risk" basis) insuring all of Tenant's personal property, including but not limited to equipment, furniture, fixtures, furnishings and leasehold improvements which are the responsibility of Tenant for not less than the full replacement cost of said property.

10.3 All insurance required hereunder shall name Landlord and any other associated or affiliated entity as their interests may appear and at Landlord's request, any Mortgagee(s), as additional insureds. Tenant shall deliver to Landlord copies of policies of such insurance or certificates evidencing the existence and the amount of such insurance with loss payable clauses satisfactory to Landlord.

11. Notification of Damages; Liability for Damage.

11.1 Tenant shall notify Landlord in writing promptly upon the occurrence of any material damage to the Leased Premises.

11.2 Except to the extent caused by the gross negligence or willful misconduct of Landlord or its agents, Tenant shall, to the extent permitted by applicable law, indemnify, defend, and hold harmless Landlord and its agents from any and all claims, actions, damages, liability and expenses (including reasonable fees of attorneys, investigators and experts) which are asserted against, imposed upon, or incurred by Landlord or its agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Leased Premises or arising out of the occupancy or use of the Leased Premises by Tenant or its agents or occasioned wholly or in part by any act or omission of Tenant or its agents, whether prior to, during or after the Lease Term. Tenant's obligations pursuant to this subsection shall, to the extent permitted by applicable law, survive the expiration or termination of this Lease.

11.3 Except to the extent caused by the gross negligence or willful misconduct of Tenant or its council members, officers, employees, consultants or agents, Landlord shall indemnify, defend, and hold harmless Tenant and its council members, officers, employees, consultants and agents from any and all claims, actions, damages, liability and expenses (including reasonable fees of attorneys, investigators and experts) which are asserted against, imposed upon, or incurred by Tenant or its council members, officers, employees, consultants or agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Property (excluding the Exclusive Space) or arising out of the occupancy or use of the Property (excluding the Exclusive Space) by Landlord or its agents or occasioned wholly or in part by any act or omission of Landlord or its agents, whether prior to, during or after the Lease Term. Landlord's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

12. Alterations, Additions or Improvements to Leased Premises.

12.1 Tenant covenants that it will not make any alteration, addition or improvement to (i) the Exclusive Space costing more than Five Thousand and 00/100 Dollars ($5,000.00), or (ii) the Shared Use Space (regardless of cost), in each case, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All such alterations, additions and improvements, except movable office furniture, trade fixtures and professional equipment owned by or installed at the expense of Tenant, shall become the property of Landlord and shall be surrendered along with the Leased Premises at the expiration or earlier termination of this Lease.

12.2 Should Tenant make alterations, additions, or improvements, all of the same shall be made in accordance with the rules and regulations of all governmental agencies having jurisdiction over

the Leased Premises. All alterations, additions, or improvements shall be made in a good and workmanlike manner. Tenant hereby agrees, to the extent permitted by applicable law, to indemnify and hold Landlord harmless from any claims, losses, or damages resulting from Tenant's making such repairs, alterations, or additions, including but not limited to, liens claimed by mechanics or materialmen.

12.3 Subject to obtaining Landlord's consent to make alterations, additions, or improvements when applicable, Tenant shall be responsible for all costs and expenses incurred as a result of such alterations, additions, or improvements made to the Leased Premises pursuant to this Section 12.

12.4 Tenant shall not, without the prior written consent of Landlord, place any signs, door plaques or advertising matter or material on the exterior of the Leased Premises or in the interior of the Leased Premises if it is visible from the exterior of the Leased Premises. Notwithstanding the foregoing, subject to compliance with local signage ordinances, Tenant shall be entitled to install its standard free-standing "Town Hall" sign on the exterior of the Building and its standard directional signage on the exterior or in the interior of the Building as may be reasonably necessary in connection with Tenant's Permitted Use of the Leased Premises.

12.5 Notwithstanding anything herein to the contrary, the Tenant shall have the right to convert the two (2) restrooms located between classrooms O-1 and O-2 in the old section of the Building into one (1) larger restroom. Tenant shall obtain the Landlord's reasonable approval of the plans for the conversion into one (1) large restroom prior to beginning construction.

13. Casualty.

13.1 If the Leased Premises shall be damaged by fire or from some other cause the damages shall be repaired by Landlord with all reasonable dispatch, it being the intention of the parties that the insurance coverage required by this Lease shall be the source of financing said repairs. The Basic Rent, until such repairs be made, shall be apportioned or abated according to the loss of use of the Leased Premises until the Leased Premises have been restored to substantially the same condition they were in prior to such damage, unless such damage is caused by the negligence or improper conduct of Tenant, its agents, employees or invitees, in which event there shall be no such abatement unless Landlord elects to terminate this Lease as provided hereunder. Notwithstanding the foregoing, if the damage is so extensive as to render the Building or the Leased Premises untenantable in Tenant's discretion or to an extent that Landlord determines it advisable to demolish the Building then, and in either of said events, either party may upon written notice to the other party within thirty (30) days after the occurrence of said casualty, cancel and terminate this Lease. Basic Rent shall be apportioned to the date of occurrence of such casualty, and Tenant shall fully quit the Leased Premises. Notwithstanding any provision of this Lease to the contrary, in the event that Landlord fails to repair any damage that is Landlord's obligation to repair under this Section 13 within ninety (90) days after the date of such damage, Tenant shall be entitled to terminate this Lease by written notice to Landlord.

13.2 Tenant shall not be entitled to terminate this Lease if Tenant, its agents or employees' gross negligence or willful misconduct caused the damage.

13.3 If either party cancels this Lease as permitted by this Section 13, then this Lease shall end on the day specified in the cancellation notice. The Basic Rent and other charges shall be payable up to the cancellation date and shall account for any abatement. Landlord shall promptly refund to Tenant any prepaid Basic Rent, accounting for any abatement, plus Security Deposit, if any, less any sum then owed by Tenant to Landlord.

14. Landlord Maintenance.

14.1 Landlord shall be responsible, at its sole cost and expense, for the maintenance, repair, or replacement of all common areas of the Property and every part thereof, including paved and concrete areas, parking lots, landscaping, driveways and all other components of the common areas of the Property, the exterior of the Building, all utilities systems serving the Leased Premises, including the water lines and the HVAC System, fire system, electrical feeds and electrical main breakers (including maintenance and monthly testing for those systems), and the Shared Use Space, and shall take reasonable steps to keep such areas free from snow and debris. All costs associated with such maintenance, repair and/or replacement are included in the Basic Rent.

14.2 Subject to the provisions of this Section 14, if Landlord shall fail to make required alterations, repairs or replacements within a reasonable time after such repairs become necessary, then Tenant shall have the right (but not the obligation) to cure and make such alterations, repairs or replacements, provided Tenant shall have provided thirty (30) days' written notice to Landlord of the need for such alterations, repairs or replacements and provided further Landlord shall have failed to commence such alterations, repairs or replacements within such thirty (30) day period and thereafter diligently and continuously pursue such alterations, repairs or replacements to completion. No notice shall be required by Tenant in the event of an emergency. Such alterations, repairs or replacements shall, at Tenant's option, be charged to and paid by Landlord to Tenant within thirty (30) days after a bill for such charges is presented to Landlord, or Tenant may deduct the costs thereof from future installments of Basic Rent due hereunder until reimbursed in full.

15. Tenant Maintenance.

15.1 During the Lease Term, Tenant at its sole expense shall keep the Exclusive Space, and the fixtures, improvements, equipment, and finishes, and any alterations therein in clean, safe and sanitary condition and in good order and repair and will cause no waste or injury thereto. Alterations, repairs and replacements to the Leased Premises made necessary because of Tenant's alterations or installations (including without limitation, the installation of Tenant's communications, security, and IT systems), any use or circumstances special or particular to Tenant, or any act or omission of Tenant or its agents shall be made at the sole expense of Tenant to the extent not covered by any applicable insurance proceeds paid to Landlord. All such alterations, repairs and replacements to the Leased Premises shall be performed in a good and workmanlike manner and in compliance with the laws and other requirements of all federal, state, and municipal governments, including all appropriate boards, commissions and underwriting agencies or other bodies now or hereafter exercising similar rights and powers.

15.2 Tenant shall keep the Exclusive Space and all portions of the Exclusive Space in a clean, safe and orderly condition, free of dirty, rubbish, termites and other insects.

15.3 Subject to the provisions of this Section 15, if Tenant shall fail to make required alterations, repairs or replacements within a reasonable time after such repairs become necessary, then Landlord shall have the right (but not the obligation) to enter the Leased Premises to cure and make such alterations, repairs or replacements, provided Landlord shall have provided thirty (30) days' written notice to Tenant of the need for such alterations, repairs or replacements and provided further Tenant shall have failed to commence such alterations, repairs or replacements within such thirty (30) day period and thereafter diligently and continuously pursue such alterations, repairs or replacements to completion. No notice shall be required by Landlord in the event of an emergency. Such alterations, repairs or replacements shall be charged to and paid by Tenant to Landlord within thirty (30) days after a bill for such charges is presented to Tenant.

15.4 At the termination of this Lease, Tenant shall deliver the Leased Premises broom clean, with all removal and repairs properly completed as may be required and otherwise in the same good

and sanitary order and condition in which Tenant is obligated to maintain the Leased Premises during the Lease Term.

15.5 All trash in the Exclusive Space shall be kept in containers to be provided and maintained by Tenant at Tenant's sole cost and expense. Tenant shall bear the cost of the removal of Tenant's trash from the Exclusive Space.

15.6 If necessary to prevent damage to the Leased Premises, Tenant shall at all times during the Lease Term provide and maintain heat in the Leased Premises sufficient to keep the interior of the Leased Premises and the plumbing facilities therein from freezing.

15.7 Tenant shall at all times keep the Exclusive Space free of unreasonable accumulations of dirt and debris.

16. Assignment and Subletting of Leased Premises. Tenant shall not assign and/or sublet this Lease, in whole or in part, without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Immediately following any approved assignment or sublease, Tenant shall deliver to Landlord an assumption agreement reasonably acceptable to Landlord executed by Tenant and the assignee or sublessee, together with a certificate of insurance evidencing the assignee or sublessee's compliance with the insurance requirements of Tenant under this Lease. Tenant agrees to reimburse Landlord for reasonable administrative and attorneys' fees in connection with the processing and documentation of any assignment or sublease for which Landlord's consent is requested.

17. Subordination, Non-Disturbance and Attornment of Lease. Tenant agrees to attorn to Landlord's successors in interest and assigns, including Landlord's mortgagees or purchasers at foreclosure from deeds of trust encumbering the Leased Premises or grantees under deeds in lieu of foreclosure, provided that the successor in interest to Landlord shall not disturb the rights of Tenant under this Lease. This Lease is subject and subordinate to all mortgages or deeds of trust which may now or hereafter affect such Lease, the Building or the land on which the Building is situated and to all renewals, modifications, replacements and extensions thereof, provided that any successor in interest to Landlord shall not disturb the rights of Tenant under this Lease. If the Leased Premises are subject to a mortgage or deed of trust, Landlord shall use commercially reasonable efforts to obtain a Subordination, Non-Disturbance and Attornment Agreement executed by the mortgagee.

18. Condemnation. If all or part of the Leased Premises shall be taken, under any statute or by right of eminent domain or by private purchase in lieu thereof by a public body vested with the power of eminent domain, Landlord may, by notice to Tenant not later than thirty (30) days after such taking, terminate this Lease; and if so much of the Leased Premises shall be so taken, as to leave the untaken part thereof insufficient for the conduct of Tenant's business, either Landlord or Tenant may, by notice to the other not later than thirty (30) days after such taking, terminate this Lease. In the event of a termination pursuant to either of the foregoing provisions, this Lease shall terminate as of the date of title vesting; Tenant shall have no claim against Landlord for the value of the then unexpired term hereof; and Basic Rent shall be apportioned as of the date of such title vesting. Any Basic Rent paid in advance beyond such date shall be refunded to Tenant, so long as Landlord has no superior claim to said money. If this Lease shall continue after such taking, Landlord shall promptly at its expense restore the Leased Premises to a tenantable condition; Basic Rent shall be abated to an extent corresponding with the time during which and the extent to which the Leased Premises shall be untenantable. Basic Rent shall be reduced in the proportion which the part of the Leased Premises taken bears to the entire areas of the Leased Premises immediately prior to such taking, and any Basic Rent paid in advance at the former rate shall be properly adjusted. Except as provided below, Tenant shall have no claim against Landlord for the value of the unexpired term hereof or be entitled to any part of any condemnation award, damages or purchase price. Tenant, however, shall be entitled to claim, prove and receive in the condemnation proceedings such award as may be allowed for Tenant's trade

fixtures and equipment and for reasonable moving expenses if allowable, but only if such award to Tenant shall be made by the condemnation court in addition to and stated separately from the award by it to Landlord.

19. Landlord's Covenant of Quiet Enjoyment. Subject to the other terms, provisions and conditions set forth in this Lease, Landlord covenants that Tenant, upon performing all its obligations hereunder, shall have and enjoy the quiet and peaceable possession of the Exclusive Space during the Lease Term.

20. Tenant Events of Default; Landlord's Remedies. Any of the following occurrences, conditions, or acts shall constitute an "Event of Default" under this Lease:

20.1 Tenant's failure to pay when due of any installment of Basic Rent and failure to cure such default within ten (10) days after Landlord gives written notice thereof;

20.2 Tenant's failure to observe or perform any of the terms, covenants, conditions, and provisions of this Lease and failure to cure such default within thirty (30) days after Landlord gives written notice thereof, or, if such terms, covenants or conditions cannot reasonably be satisfied within thirty (30) days, then the failure to commence a cure within thirty (30) days and diligently pursue such cure;

20.3 The voluntary or involuntary filing of Tenant into bankruptcy or into receivership, or Tenant's making of a general assignment for the benefit of creditors.

Upon an Event of Default, Landlord, in addition to other remedies provided by law, shall have the right to reenter the Leased Premises with or without force or process of law, and such reentry shall constitute a termination of this Lease. No such termination of this Lease, however, nor recovery of possession of the Leased Premises, shall deprive Landlord of any other action or remedy against Tenant for possession, rent (accrued or to accrue) or damages nor constitute a waiver of any lien of Landlord on the property of Tenant.

21. Landlord Events of Default; Tenant's Remedies. Landlord shall not be deemed to have defaulted in the performance of any covenant, obligation or provision of this Lease unless and until Tenant has provided Landlord with written notice of the default and Landlord has failed to cure such default within thirty (30) days of such notice or, if such default is not capable of cure within such period, if Landlord has failed to commence to cure the default within such period and thereafter continuously pursue the cure to completion. In the event of Landlord's default, Tenant shall have the right, but shall not be obligated, to remedy such default. All sums expended or obligations incurred by Tenant shall be paid by Landlord to Tenant within thirty (30) days of written demand. If Landlord fails to reimburse Tenant promptly, Tenant shall have any and all rights or remedies that Tenant may have under this Lease, at law or in equity. If a dispute arises and results in litigation, the non-prevailing party shall pay and reimburse the prevailing party for its expenses, court costs and fees, including reasonable attorney's fees.

22. Complete Understanding. All the terms, understandings and agreements binding upon Landlord and Tenant are herein set forth; and this instrument shall not be amended or modified except in writing signed by both the parties hereto.

23. Successors in Interest. All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the administrators, successors and, so far as same are assignable by the terms hereof, to the assigns of such party. Tenant agrees that Landlord may sell or assign its interest in the Leased Premises and Tenant agrees that Landlord's rights and privileges hereunder shall vest fully in any such assignee of Landlord.

24. Liability of Landlord. Landlord shall have absolutely no personal liability with respect to any provision of this Lease, or any obligation or liability arising therefrom or in connection therewith. The obligations of Landlord shall be binding only upon those assets of Landlord consisting of Landlord's fee simple or leasehold interest in the Leased Premises, and not upon any other assets of Landlord or upon Landlord personally. Such exculpation of liability shall be absolute and without any exception whatsoever.

25. Notices. Any notices, demands or requests given pursuant to this Lease shall be in writing and deemed given (i) when delivered, if hand-delivered, (ii) three (3) business days after being deposited in the United States mail, certified, postage prepaid, return receipt requested, or (iii) one (1) business day after being accepted for overnight delivery by any reputable, national overnight courier, such as, for example, Federal Express, or Express Mail, delivery charges prepaid or with delivery not conditioned upon payment of charges. Addresses to which notices shall be sent are as follows:

To Landlord:

Board of Trustees of the Trinity United Methodist Church
c/o Jim Granger
299 Randolph Ave
Cape Charles, VA 23310-9998
Email: shputz8@gmail.com

with a copy to:

Wesley Community Development
c/o Christina Metheney
13816 Professional Center Drive
Suite 200
Huntersville, NC 28078
Email: cmetheney@wesleycdc.com

To Tenant:

Town of Cape Charles
Attn: Town Manager
2 Plum Street
Cape Charles, Virginia 23310
Email: townmanager@capecharles.org

with a copy to:

Woods Rogers Vandeventer Black PLC
Attn: James B. Rixey, III
101 West Main Street
500 World Trade Center
Norfolk, Virginia 23510
Email: jay.rixey@woodsrogers.com

Any party may at any time designate by written notice to the other a change of address for notices.

26. Force Majeure. Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant shall be delayed or hindered in, or prevented from the performance of, any act required under this Lease by reason of (any of the following being a "Force Majeure" event under this Lease) strike, lockout,

civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, pandemics, government regulations, orders or controls, inability to obtain any material, utility, service, or financing, through hurricanes, floods, other natural disasters, or acts of God, governmental restrictions, or for any other cause beyond the direct control of the party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of such delay. In the event that Landlord or Tenant experiences a Force Majeure event, it shall provide written notice to the other party of the commencement of such Force Majeure event within thirty (30) days after the commencement thereof. Notwithstanding any provision herein to the contrary, in the event that such Force Majeure event results in Tenant's inability to utilize, operate, and/or occupy the Leased Premises for a period of more than five (5) consecutive business days, and continues beyond five (5) consecutive business days from the date of such Force Majeure event, then, the Basic Rent and any other additional rent owed under this Lease will abate, commencing on the sixth (6th) consecutive business day that the Leased Premises remain untenantable, and continuing until the date on which the Force Majeure event has concluded and the Leased Premises are again tenantable, and if such Force Majeure event results in Tenant's inability to utilize, operate, and/or occupy the Leased Premises for a period of more than thirty (30) consecutive days or sixty (60) combined days during any twelve (12) month period, Tenant may terminate this Lease upon delivery of written notice to Landlord.

27. Tenant Access.

27.1 Tenant and its authorized representatives, employees, invitees, and agents shall have access to the Exclusive Space twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Tenant and its authorized representatives, employees, invitees, and agents shall have access to and use of the Shared Use Space on a schedule and at such times as may be mutually agreed upon between Landlord and Tenant as more particularly set forth in Section 29 below. Tenant shall also have reasonable access to any other areas of the Building (including without limitation, hallways, foyers, and stairwells) or the Property as are reasonably necessary to access the Leased Premises.

27.2 Tenant and its authorized contractors, employees, agents, and vendors shall be permitted reasonable access to the Premises during the period after the Effective Date and prior to the Commencement Date of this Lease, solely for the purposes of (i) installing Tenant's furniture, fixtures, and equipment, including cabling and technology systems, (ii) performing interior decorating, and (iii) constructing and installing such improvements, alterations, or cabling as may have been approved by Landlord, such approval not to be unreasonably withheld, conditioned, or delayed. All such work shall be coordinated in advance with Landlord and Landlord's contractors, if any, to ensure that such entry does not conflict with or delay Landlord's Work or any other ongoing construction activities in the Building or on the Property. Tenant's early access to the Leased Premises pursuant to this Section 27.2 shall be at Tenant's sole risk and expense, and shall be subject to all of the terms and conditions of this Lease other than the obligation to pay Basic Rent, which shall not commence until the Commencement Date. Early access shall not be deemed to accelerate the Commencement Date or otherwise affect the Lease Term.

28. Parking. Tenant shall have the non-exclusive right, along with Tenant's employees, agents, and invitees, to use any and all parking spaces on the Property. Tenant shall comply with all reasonable parking regulations promulgated by Landlord from time to time for the orderly use of the vehicle parking areas. All vehicles entering or parking in the parking areas shall do so at owner's sole risk and Landlord assumes no responsibility for any damage, destruction, vandalism or theft.

29. Shared Use Space. Landlord warrants to Tenant that (i) the sanctuary in the old section of the Building (which is not a part of the Leased Premises) will not be actively used by Tenant during the Lease Term, and (ii) the fellowship hall in the new section of the Building (also not a part of the Leased Premises), will only be used by Tenant for weekly Sunday services, monthly Tenant council meetings,

annual state and federal elections, and a few annual community events during the Lease Term. As a result, Tenant expects only minimal usage of the Shared Use Space during the Lease Term. Notwithstanding the foregoing, Landlord and Tenant mutually agree that the use of the Shared Use Space requires flexibility, cooperation, and a commitment to respectful use. In connection therewith, Landlord and Tenant agree to use commercially reasonable efforts and to cooperate in good faith to maximize the benefits, efficiency, and use of the Shared Use Space for both parties throughout the Lease Term. Each party shall communicate in a consistent, timely, and reasonable manner regarding scheduling and use of the Shared Use Space. The parties shall work together in good faith to implement a shared schedule for the Shared Use Space, which is subject to change from time to time upon mutual agreement of the parties. Both parties shall designate primary points of contact for coordinating use, resolving issues, and ensuring communications related to the Shared Use Space. Each party shall be responsible for leaving the Shared Use Space in a clean and orderly condition following its use, including removing personal items and disposing of trash.

30. Tenant's Limited Early Termination Right During Renewal Term. Notwithstanding anything in this Lease to the contrary, provided Tenant exercises one (1) or more Renewal Terms pursuant to Section 2.2 above, Tenant shall then have the right to terminate this Lease at any time during any such Renewal Term (but not during the initial Lease Term), by delivering to Landlord no less than thirty (30) days' prior written notice of such early termination. The early termination notice shall specify the effective date of the termination, which shall be no earlier than thirty (30) days following Tenant's delivery of such early termination notice. Upon any such early termination, Tenant shall vacate and surrender the Leased Premises in accordance with the terms of this Lease, and both parties shall be released from any further liability under this Lease arising from and after the effective date of such termination, except for obligations that expressly survive the expiration or earlier termination of this Lease.

31. Miscellaneous.

31.1 This Lease shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia. If any action or proceeding at law or in equity (including any appellate proceeding) is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all fees, costs, expenses, and disbursements that such party may incur in connection with or incident to such action or proceeding, including, without limitation, reasonable attorney's fees, costs and disbursements (including paralegal fees), reasonable accounting fees, costs and disbursements, and all court costs, at all levels of litigation and appeal, in addition to any other relief to such the prevailing party may be entitled.

31.2 Each individual signing this Lease warrants that such execution has been duly authorized by the party on behalf of whom he is signing. The execution and performance of this Lease by each party has been duly authorized pursuant to all applicable laws and regulations and all necessary internal procedures, and this Lease constitutes the valid and enforceable obligations of each of the parties in accordance with its terms.

31.3 This Lease may be executed in any number of duplicate originals or counterparts, all of which shall constitute a single agreement. Any counterpart of this Amendment may be executed and delivered by electronic transmission (including, without limitation, e-mail) or by portable document format (PDF) and shall have the same force and effect as an original.

31.4 Nothing contained in this Lease shall be deemed to constitute or be construed to create the relationship of principal and agent, partnership, joint venturers or any other relationship between the parties hereto, other than the relationship of landlord and tenant.

31.5 No delay or omission by any party hereto to exercise any right or power accruing upon any noncompliance or default by any party with respect to any of the terms of this Lease shall impair

any such right or power nor be construed to be a waiver thereof, except as may be otherwise herein provided. A waiver by any party hereto of any covenant, condition, or agreement to be performed by any other party hereto must be in writing and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, condition or agreement herein contained.

[*Signature Page Follows*]

[*Signature Page to Commercial Lease*]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

LANDLORD:

BOARD OF TRUSTEES OF THE
TRINITY UNITED METHODIST CHURCH

By: _____ (SEAL)
Name: _____
Title: _____

[*Signature Page to Commercial Lease*]

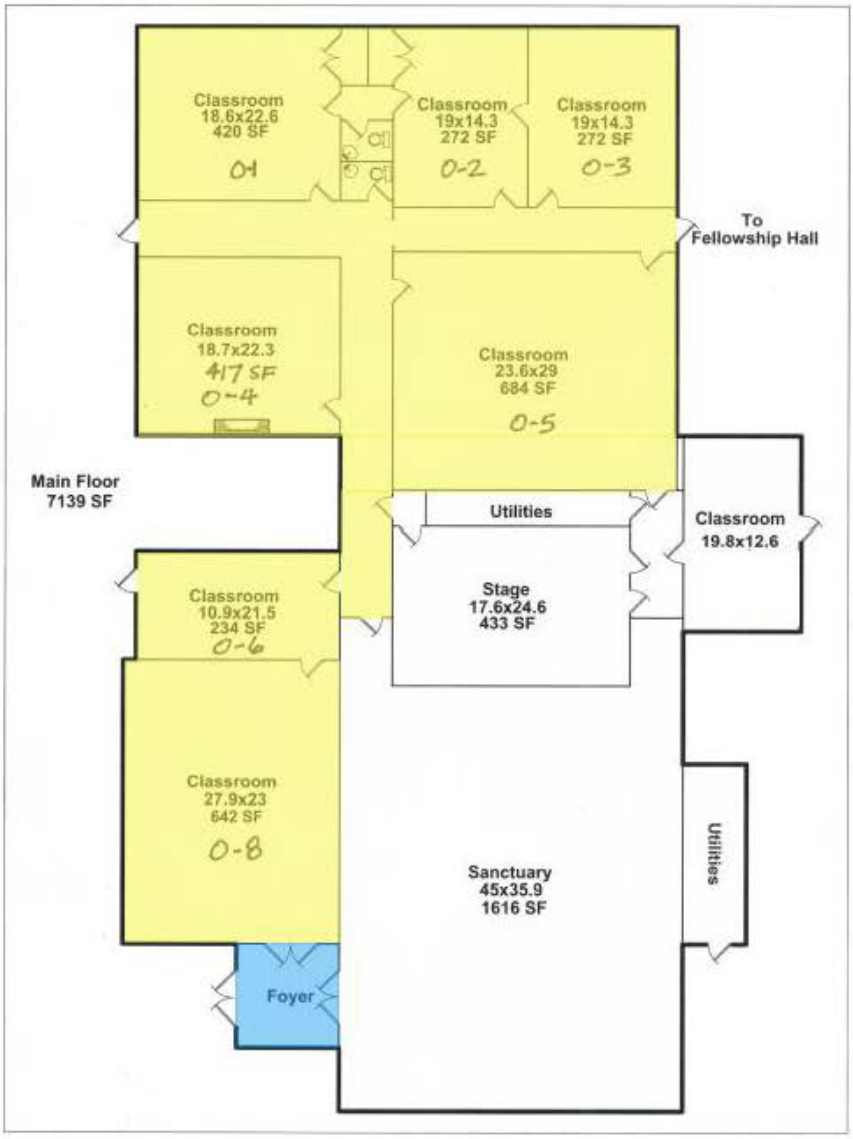
TENANT:

MUNICIPAL CORPORATION
OF CAPE CHARLES
a political subdivision of the
Commonwealth of Virginia

By: _____ (SEAL)
Name: _____
Title: _____

EXHIBIT A

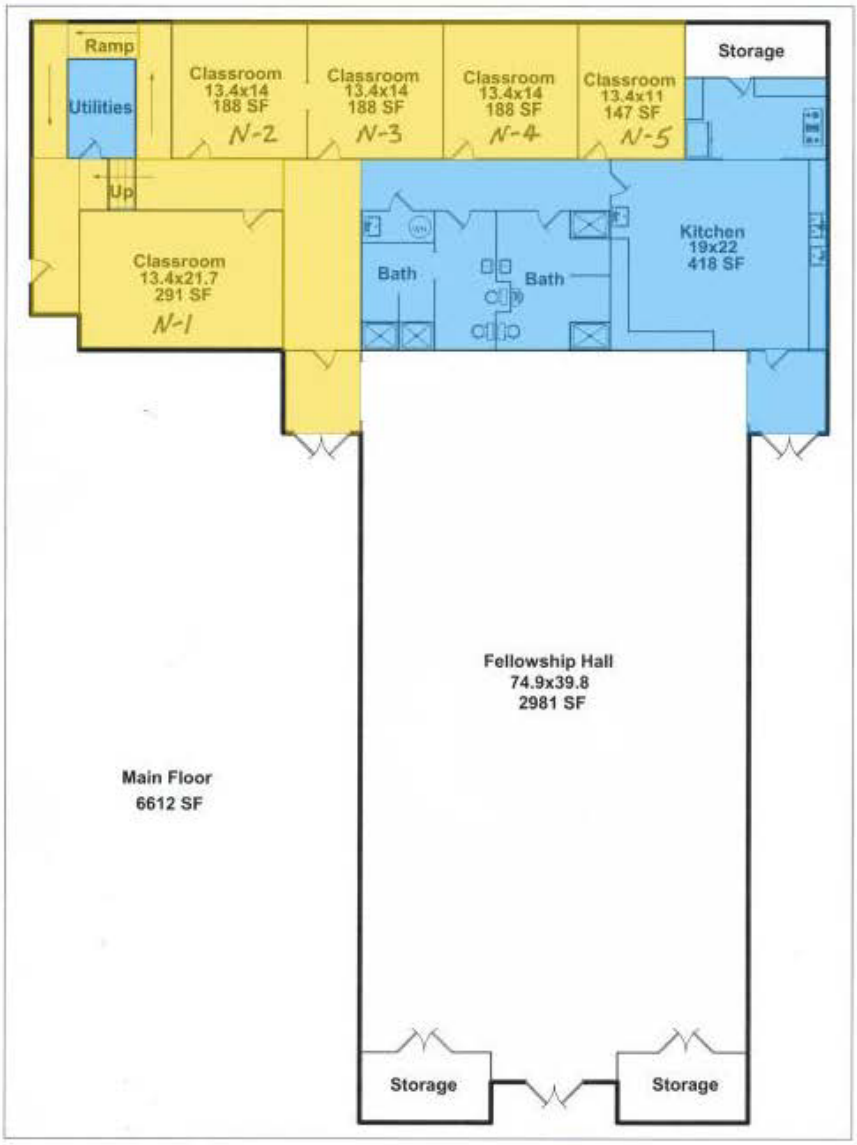
Building – Old Section



The Exclusive Space is highlighted in yellow. The Shared Use Space is highlighted in blue.

EXHIBIT B

Building – New Section



The Exclusive Space is highlighted in yellow. The Shared Use Space is highlighted in blue.

EXHIBIT C

Landlord's Work

Landlord shall, on or before the Commencement Date, perform and complete at its sole cost and expense the following improvements to the Property:

Interior Repairs

1. Repair water damage to ceiling and walls in stairway area connecting the old section and new section of the Building.
2. Repair damage to ceiling in classroom O-8 in the old section of the Building.
3. The Remediation Work (as defined in, and subject to reimbursement pursuant to, Section 5.2 of the Lease).

Exterior Repairs & Clean-Up

1. Repair roof leak and replace several missing roof shingles.
2. Secure downspout to west wall of Fellowship Hall.
3. Unclog/repair downspout collector at entrance to Sanctuary.
4. Repair downspout and collector at northeast corner.
5. Repair downspout collector on east side of building. Secure downspout to wall.
6. Repair security light on east side of building.
7. Wood ramp structure on east side of building:
   a. Replace all rotted or warped decking boards.
   b. Replace inboard handrail.
   c. Remove vegetation from under ramps.
8. Install missing gable trim on south side of old section.
9. Remove debris from outside area between Sanctuary and Fellowship Hall.
10. Trim and/or remove overgrown shrubbery and other vegetation, particularly near Tazewell and Plum entrances.

C. *Harbor/Railroad Area Map*



(1) Canonie - Atlantic TM# 83A3-A-9 42.14 acres

(2A) Canonie - Atlantic - TM# 90-A-9 Total Area - 19.94 acres w/ Parking

(2B) Canonie - Atlantic - TM# 90-A-9 Remainder Lot - 10 acres

(3) Cape Marines Services LLC TM# 83A3-A-17 - 12.57 acres

(3A) Cape Marine Services LLC TM# 83A3-A-12 - 99 acres

(3B) Cape Marine Services LLC TM# [illegible] 83A3-A-19 - 1.43 acres

(3C) Cape Marine Services LLC TM# 83A3-A-20 1.69 acres

(4) Hush Hush LLC - TM# 83A3-A-19A 5000 sq ft.

(5) US Coast Guard - TM# 83A3-A-11 - 2.20 acres

(6) Town of CC - TM# 83A3-A-10 - 12.31 acres

(7) Cape Harbor Holding - TM# 83A3-11-1 2.5 acres Up transferring to Cherrystone Investments LLC

(8) Cape Harbor Holding - Subdivided from TM# 83A3-11-2 to + Cherrystone Investments, LLC 6.5911 acres

(9) Cape Harbor Holding - Subdivided from TM# 83A3-11-2 to Virginia Marine Equipment - 11.55 acres

(10) Cape Charles Properties LLC TM# 90-A-2

(11) Cape Charles RP LLC TM# 83A3-A-5 8.19 acres

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Presentation from Town Hall Meeting



Background & Current Situation

- 2-stall trailer at Mason Ave & Peach St (Canonie Railroad property) has been there for 5+ years
- Frequent complaints: locked doors, cleanliness, ADA inaccessibility
- Supplemented with portable ADA unit

Operational Review



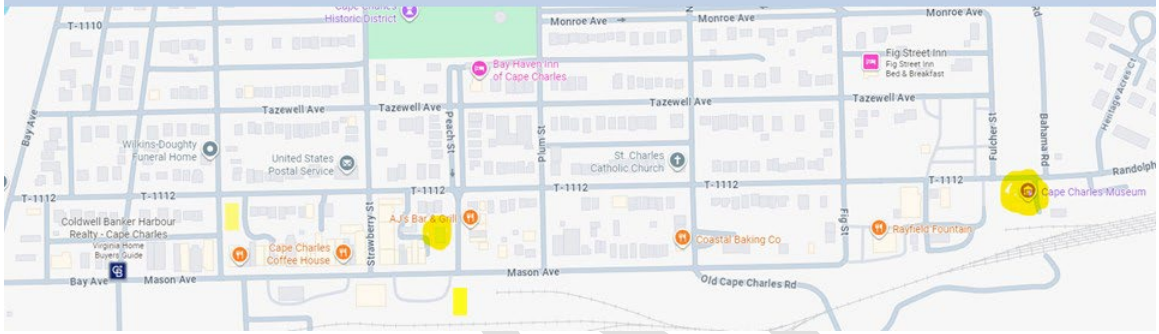
- Flushing valve issues fixed in <24 hours
- Cleaned 3x daily (can increase)
- Portable ADA unit not a long-term fix
- Issues solvable but not ideal

Key Strategic Questions

- Combine restrooms with Visitors Center?
- Maintain Silver Bullet to buy time?
- Short-term trailer or permanent solution?
- Site: Canonie vs Town property?
- Lease or own facility?

Decision Tree Summary

- Combine with VC → Lease 11 Peach
- Keep Silver Bullet → Monitor conditions
- Replace now → Trailer or Build
- Canonie land or Town-owned land
- Lease or build permanent facility



Evaluation Criteria

- Cost
- Durability
- Fiscal Responsibility
- Ownership
- ADA Accessibility
- Aesthetic Fit
- Speed of Deployment

Score 1-3
1-Low
2-Med
3-High

Exception:
Cost: 1-High, 2-Med, 3-Low

The Good, Fast, Affordable Triangle

Pick two — you can't have all three:

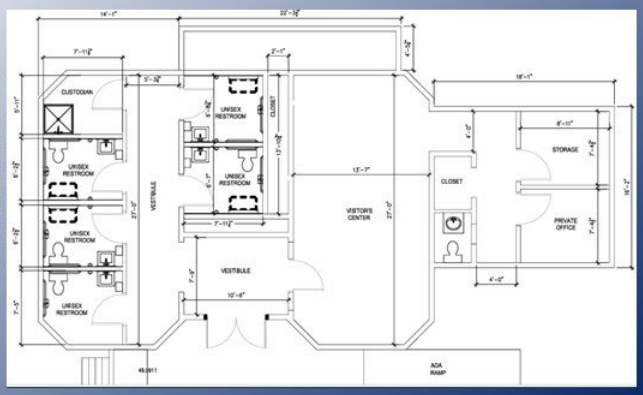
- Good + Fast = Not Affordable
- Fast + Affordable = Not Good
- Affordable + Good = Not Fast



Lease Option – 11 Peach Street

- 5 ADA stalls + visitor center space
- $5,500-$7,500/month = $660,000-$900,000 over 10 years
- 6–8 month build timeline
- Option to buy later

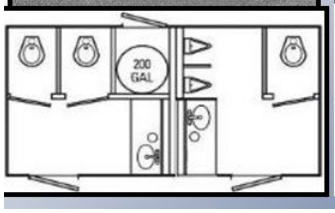


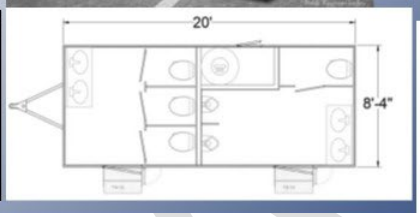


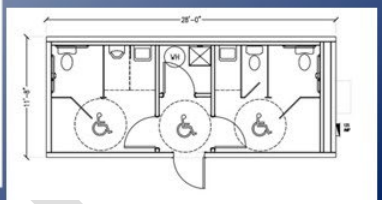
Short-Term Purchase Options

- **JAG Mobile**: $69,970 (5 stalls, no ADA)
- **Portable RT**: $70,465 (6 stalls, no ADA)
- **Tailgating Sports**: $72,099 (6 stalls, no ADA)
- **BOXX**: $97,500+ (4 stalls, ADA accessible)







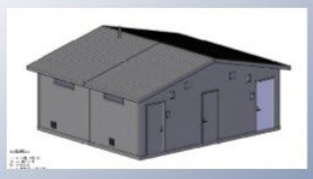
Long-Term Modular Options

- **Green Flush**: $292K–$445K, 5–6 stalls, ADA, 9–11 months
- **Precast Concrete**: $330K–$350K, quick install, highly durable
- **Romtec**: $250K–$590K, 4–6 stalls, stick-built kits, 7–9 months

Green Flush:




Precast Concrete:



Romtec:






Long-Term Modular Options

- HBA Stick Built: $600K–$700K, 5–stalls, ADA, 9–11 months
- 300-D Mason Ave.: $350K, 4-6 stalls, highly visible, 6 months
- 300-C Mason Ave.: $289K, 4-6 stalls, highly visible, 6 months

HBA Stick Built



300-C Mason Ave

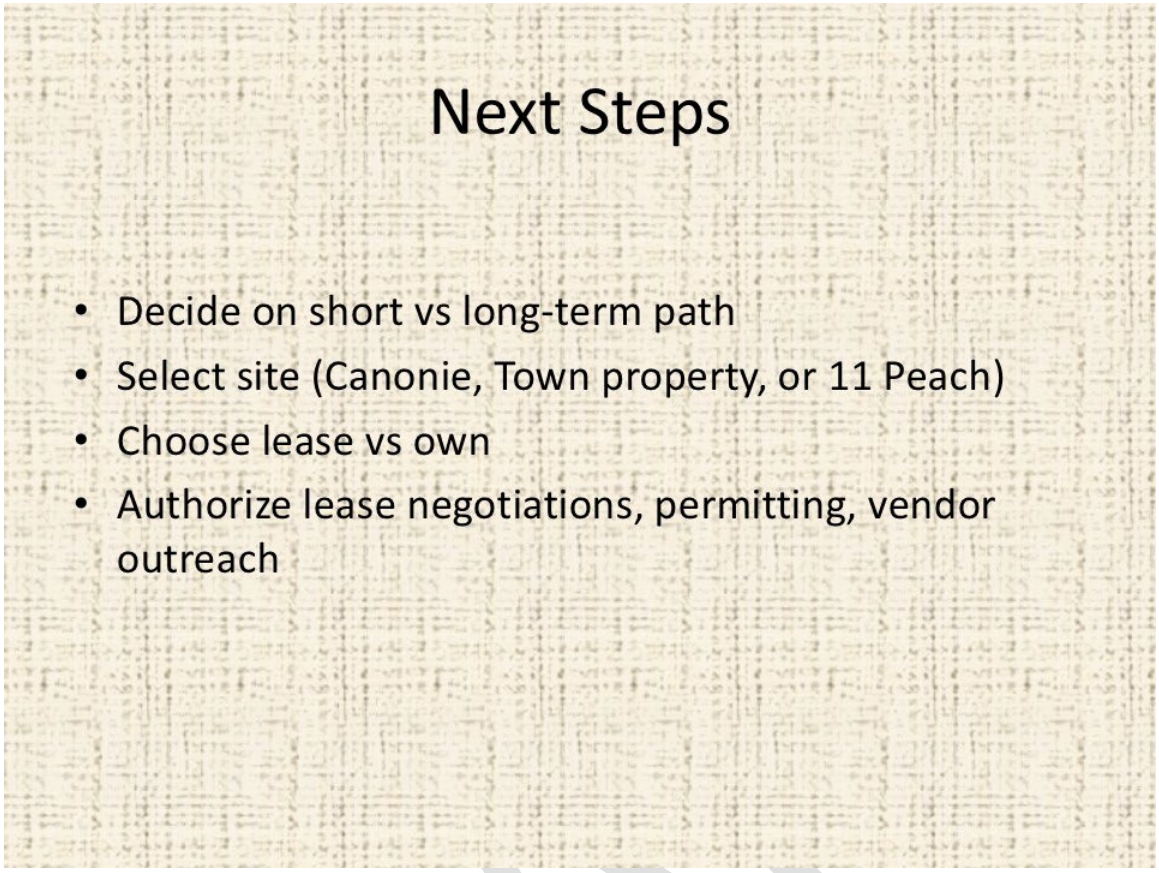


300-C Mason Ave



Preliminary Recommendations

- Short-term: Trailer replacement (4–6 stall)
- Long-term: Build on Canonie or Town property
- Visitor Center combo: 11 Peach lease (most costly)



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Laurie Klingel, resident & business owner
To: Cape Charles Town Council
From: Laurie Klingel, Owner, Chuckletown Productions & Chessie's Toys
Re: Public Restroom Access in Cape Charles

Dear Members of the Town Council,

I wanted to take a moment to speak plainly about something we all agree is important—public restrooms.

Not having accessible public toilet facilities in the commercial district puts an ongoing burden on small business owners like myself. We face a tough choice: either turn people away—creating a negative and often emotional encounter—or allow access to private restrooms that were never designed for public use. That means staff interruptions, concerns over theft, and wear and tear on aging infrastructure in our historic buildings.

My staff and I have to face these people—ten times a day or more. Potty-training toddlers, pregnant women, grandparents with limited mobility. It's heartbreaking to send them off to the beach or the "Silver Bullet" trailer, especially when they're clearly in need and simply trying to enjoy their time in town. This isn't just a comfort issue—it's a business issue. Numerous studies have shown that clean, accessible public restrooms improve shopper experience, increase time spent in retail areas, and foster loyalty.

As a town that relies heavily on tourism, we are behind the curve on this. In most towns like ours, public restrooms are a standard part of the infrastructure.

A well-placed temporary facility would make an immediate difference, especially during our busiest seasons. I fully support the Town Manager, Town Council, and Public Works in identifying and implementing a reasonable, short-term solution as soon as possible.

Thank you for your continued service to our town.

June 2025 Treasurer's Report

Page 1 – Cash Position

- Atlantic Union Checking balance shows negative on our general ledger. This is likely due to a combination of outstanding checks and deposits in transit as of June 30th. The bank ledger balance itself was never negative. The finance department's cash management practice is to keep the minimum possible balance in the Atlantic Union checking account, keeping funds in higher interest earning accounts instead. Money is transferred into Atlantic Union checking as needed to cover payroll costs.

Page 2 – Revenues vs. Expenditures

- Harbor operating revenues from fuel sales and dockage continue to exceed Fiscal Year 2024 to date and are expected to be significantly higher than budgeted amounts once transfers and year end accruals are performed. Based on no current history of operating the harbor, we will look forward to establishing "net" thresholds in the future.

Page 4 – Specific Sources of Revenue

- Real estate tax collections, at $1,551,507 on June 30, 2025, are 3% ($40,029) below the projected total of $1,591.536 but it remains to be seen if that amount will increase in the months of July and August. It seems unlikely we will meet 100% of the budgetary projection.
- In addition, 2025 personal property tax collection is at $117,729, which is 122% more than the projected budget amount ($20,929 greater). This increase is directly linked to the collection efforts made during second half of the year.
- BPOL taxes are at $322,191, which is $14,268 less than the projected budget for 2025. Transient occupancy tax collection is below the projected budget amount ($615,747) by $69,252, but this amount will likely increase in the month of July, as the submission period for June's TOT does not end until the 20th day of July.
- The above statement holds true for the meals tax (revenue to general fund) and ".5%" meals tax collections (revenue to capital projects), which are respectively $21,390 (3%) , and $77,814 (3%), below budgetary projections.

5/15/2025 2:13 pm

MUNICIPAL CORPORATION OF CAPE CHARLES
TREASURER'S REPORT
June 30, 2025

Cash on Hand	5/31/2025	6/30/2025	Increase/ (Decrease)
Atlantic Union Bank Checking Account	$1,344	-$18,556	-$19,900
Atlantic Union Bank Money Market Account	$652,949	$434,252	-$218,697
LGIP Account 1 - 0565 - Unrestricted	$119,910	$120,343	$433
LGIP Account 2 - 0195 - Unrestricted	$381,133	$382,509	$1,376
Virginia Investment Pool Liquidty Unassigned - 5003	$16,569,414	$16,629,464	$60,050
Virginia Investment Pool 1-3 Year Unassigned 0001	$1,103,947	$1,110,746	$6,798
Taylor Bank Operating Cash Account	$162,115	$433,046	$270,930
Taylor Bank Sweep Account	$802,982	$804,203	$1,221
Total Cash On Hand	**$19,793,794**	**$19,896,005**	**$102,211**

Restricted and Reserved Cash Balances	5/31/2025	6/30/2025	Increase/ (Decrease)
Atlantic Union Bank Checking Account - Police Funds	$431	$431	$0
LGIP Account 2 - Restricted for USDA loan covenant	$30,120	$30,120	$0
Virginia Investment Pool Liquidity Acct#1 Facility Fees Rsrvd (Utilities)	$0	$0	$0
Total Cash Held in Reserve	**$30,551**	**$30,551**	**$0**
Total Cash - All Accounts	**$19,824,345**	**$19,926,556**	**$102,211**

MUNICIPAL CORPORATION OF CAPE CHARLES
TREASURER'S REPORT
June 30, 2025

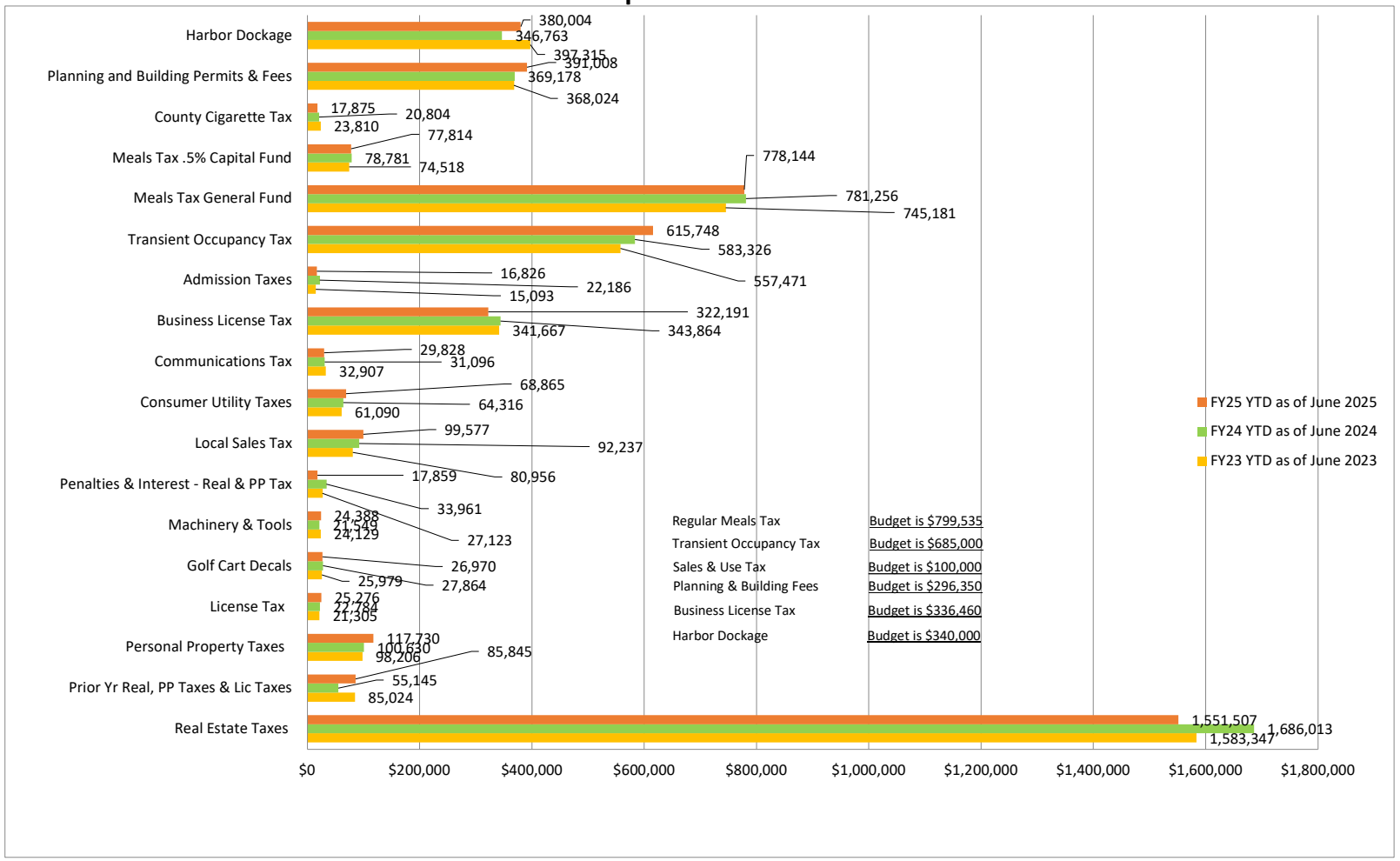
REVENUE VS. EXPENDITURES

FUND	CURRENT MONTH	CURRENT YEAR-TO-DATE	ANNUAL BUDGET	% REALIZED/ EXPENDED FY25
GENERAL Fund				
REVENUE	$227,215	$5,203,425	$5,727,599	90.85%
EXPENDITURES	$414,926	$4,432,966	$5,727,599	77.40%
NET	**($187,711)**	**$770,459**	**$0**	
GENERAL Capital Fund				
REVENUE	$54,367	$357,197	$11,127,130	3.21%
EXPENDITURES	$0	$72,645	$11,127,130	0.65%
NET	**$54,367**	**$284,552**	**$0**	
GENERAL Debt Service Fund				
REVENUE	$0	$0	$25,121	0.00%
EXPENDITURES	$0	$16,032	$25,121	63.82%
NET	**$0**	**($16,032)**	**$0**	
GENERAL Special Activities Fund				
REVENUE	$0	$58,604	$25,500	229.82%
EXPENDITURES	$0	$21,905	$25,500	85.90%
NET	**$0**	**$36,699**	**$0**	
PUBLIC UTILITIES Fund				
REVENUE	$433	$114,370	$9,576,514	1.19%
EXPENDITURES	$54	$12,312	$9,576,514	0.13%
NET	**$379**	**$102,057**	**$0**	
HARBOR Fund				
REVENUE	$202,464	$1,015,557	$1,165,287	87.15%
EXPENDITURES	$149,384	$1,090,890	$1,165,287	93.62%
NET	**$53,080**	**($75,333)**	**$0**	
SANITATION Fund				
REVENUE	$85,196	$335,718	$345,884	97.06%
EXPENDITURES	$29,855	$339,841	$345,884	98.25%
NET	**$55,341**	**($4,122)**	**$0**	

FY 25 Capital Improvement Project Tracking Report

As of: 6/30/2025	FY25 Status or Start Date	% of Current Year Budget	FY25 Budgeted	QTR 1 Expended	QTR 2 Expended	QTR 3 Expended	QTR 4 Expended	FY25 YTD Expended	(Over)/Under Budget
General Capital Fund									
Multi-Use Trails, Phase 3 Construction	Completed in FY24		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Municipal Space Replacement	In Process	0%	$ 3,250,000	$ -	$ -	$ -	$ -	$ -	$ 3,250,000
Welcome Center Design & Construction	In Process	2%	$ 750,000	$ -	$ 1,222	$ 10,654	$ -	$ 11,876	$ 738,124
Library Upgrade & Condoization	In Process	1%	$ 250,000	$ 2,895	$ 450	$ 53	$ -	$ 3,398	$ 246,602
Beachfront Revitalization	Pending		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Beach Restroom/Bathhouse	Pending		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sidewalk Infill	Complete	115%	$ 50,000	$ 274	$ 84	$ 35,532	$ 21,420	$ 57,309	$ (7,309)
Mason Ave. Electrical	Pending		$ -	$ -	$ -	$ 62	$ -	$ 62	$ (62)
Keck Wells Water Line Return	Pending	0%	$ 565,000	$ -	$ -	$ -	$ -	$ -	$ 565,000
Subtotal			**$ 4,865,000.00**	**$ 3,169**	**$ 1,756**	**$ 46,301**	**$ 21,420**	**$ 72,645**	**$ 4,227,355**
Harbor Fund									
Inner Harbor Bulkhead Rehab, Phase 3	Complete	85%	$ 221,537	$ 4,750	$ 1,695	$ 56,029	$ 125,288	$ 187,762	$ 33,775
Fixed Dock Rehab	Pending	6%	$ 20,000	$ 1,287	$ -	$ -	$ -	$ 1,287	$ 18,713
Replace Boardwalk With Synthetic Decking	Complete	104%	$ 43,000	$ -	$ -	$ -	$ 44,575	$ 44,575	$ (1,575)
Subtotal			**$ 284,537**	**$ 6,037**	**$ 1,695**	**$ 56,029**	**$ 169,863**	**$ 233,624**	**$ 50,913**
TOTAL			**$ 5,149,537**	**$ 9,206**	**$ 3,451**	**$ 102,330**	**$ 191,283**	**$ 306,269**	**$ 4,278,268**

Specific Sources of Revenue as of 6.30.2025



	Agenda Title:	**Agenda Date:**
	Zoning Ordinance Article VIII – Historic District Guidelines	August 21 2025
	Subject/Proposal/Request:	
	Review and discussion of possible zoning text amendment to Article VIII (Historic District Overlay Ordinance) and Historic District Guidelines	
Town of Cape Charles	**Attachments:**	**For Council:**
	1) Proposed Zoning Text Amendment to Article VIII – Historic District Overlay; 2) Proposed Historic District Guidelines new Appendix G 3) Town Council Agenda Packet of 11/7/2024 4) Town Council Minutes of 11/7/2024 Meeting 5) Citizen Comment 7/1/2025	Action: X Information:
	Staff Contact(s):	**Reviewed by:**
	Katie H. Nunez, Director of Planning & Zoning Administrator	Rick Keuroglian, Town Manager

Background:

In summer 2024, an appeal was filed with the Board of Zoning Appeals regarding a Zoning Administrator decision that found a property owner in violation of not completing an application and obtaining Zoning approval prior to conducting work on their property in compliance with the Historic District Overlay Ordinance and the Guidelines. On October 8, 2024, the Board of Zoning Appeals upheld the appeal and overturned the Zoning Administrator decision.

This entire file of the BZA Appeals Case was reviewed by the Town's attorney and he noted that the ordinance did not clearly state that a zoning approval by the Town was required for all elements of repair/renovation or building additions within the Historic District.

This decision was reviewed with Town Council by the Town Manager at the November 7, 2024 Work Session (see attached agenda packet with Town Manager Staff Report & Minutes of said meeting).This discussion concluded that some amendments to the Zoning Ordinance should be proposed regarding process and approvals required and a more detailed listing of the types of renovation/repair work that require no review; review by Zoning Administrator; and review by the Historic District Review Board. Said zoning text amendments and guideline revisions should be considered to rectify this issue and clearly state the Town's intent of zoning review in the Historic District but that it would be useful to also improve the distinction between routine maintenance work on a property vs. minor work vs. major work and the levels of review required by either the

Zoning Administrator or the Historic District Review Board leading to the issuance of a Certificate of Appropriateness of the approved work being sought by the property owner.

Staff has been working on developing draft language amendments to CCZO Section VIII – Historic District Overlay Ordinance which we have attached and show the proposed changes as “red strikethroughs of existing provisions” and additions are shown in “green font”. We have also developed a new Appendix “G” to give greater clarity as to the types of building work being conducted in the Historic District is classified under these proposed changes. Staff requested an initial review by the Planning Commission at their July 1, 2025 meeting to see if there were errors, omissions, or edits that should be made before providing a full presentation to Town Council to determine if this is the text amendment they were seeking to address this issue.

Item Specifics: Staff is requesting review by Town Council to determine if the proposed zoning text amendment to Article VIII (Historic District Overlay), specifically Section 8.15, 8.16, 8.17 & 8.20 and the proposed new Appendix G. Appendix G is a brand new document to the Guidelines which provides a comprehensive listing of types of work that could occur on a property and indicates its classification of either Routine Maintenance vs. Minor Work vs. Major Work. We have also included a column that details when an inspection will be needed by staff. I have also included a citizen comment that was provided to the Planning Commission meeting when they conducted their initial review of said draft zoning text amendments.

Recommendation: Town Council to provide direction/determination if the proposed zoning text amendment to Article VIII (Historic District Overlay) and the amendment to the Historic District Guidelines (the new Appendix G) addresses the issues that were raised last year and whether this matter is ready to be voted to commence the public hearing process for zoning text amendments.

Article VIII - Historic District Overlay

"The Cape Charles Historic District encompasses nearly all of the town of Cape Charles as it was originally laid out in 1883-1884 as well as the Sea Cottage addition, an area west of the original limits of the town, that was developed after 1909…The town was originally laid out in an unusual twenty-seven block grid pattern dominated by a central park with four landscaped streets that radiate from the park and serve as a main cross axis for the town's circulation pattern. No other such plan is known to exist in Virginia." - 1989 National Register of Historic Places Registration Form Section 7, page 1.

"An interesting stock of architectural styles in both the residential area and the downtown commercial area contribute an historic style and authenticity. The street patterns, lot configurations and boundaries, which were laid out in a historic grid pattern, have remained largely unaltered, adding to the Town's historical integrity. Cape Charles' late nineteenth and early twentieth century character is a key element in the Town's interest and attractiveness to tourists. The traditional downtown commercial area on Mason Avenue still serves as the commercial center for the Town. It is important that the Town's historic character be protected, not only for its intrinsic value, but also to contribute to attract and expand tourism in Cape Charles." – Town of Cape Charles 1999 Comprehensive Plan, page 40.

The Town of Cape Charles participates in the Certified Local Government program and in doing so demonstrates a commitment to keep what is significant from the past for the benefit of future generations. The architectural integrity of existing structures shall be recognized, and future development shall be compatible.

Section 8.1: Purpose of the District

The purpose of this district is to guard against destruction or encroachment upon historic areas, buildings, monuments, or other features, or buildings and structures of registered architectural significance which contribute or will contribute to the cultural, social, economic, political, artistic, or architectural heritage of the Town of Cape Charles and the Commonwealth of Virginia. It is also the purpose of the district to preserve the character of the designated historic areas and historic landmarks and other historic or architectural features and to ensure that buildings, structures, streets, walkways, or signs shall be erected, reconstructed, altered, or restored so as to be kept architecturally compatible with the character of the historic district.

Section 8.2: Criteria for Establishing Historic Districts - General Character

The boundaries of the Historic District shall in general be drawn to include areas containing buildings or places in which historic events occurred or having special public value because of notable architectural or other features relating to the cultural or artistic heritage of the community, of such significance as to warrant conservation and preservation. The district may include either individual buildings or places of such character, and a reasonable distance beyond, or it may include areas or groupings of structures which have significance relative to their patterns of development or social and economic or architectural interrelationships even though some structures in the area might not possess significant merit when considered alone.

Section 8.3: Inventory of Landmarks and Contributing Properties Established
The Town of Cape Charles has established as part of this ordinance a map covering the area included in the Historic District, based on the criteria set forth in this ordinance. This map shall be as much a part of this ordinance as if fully described herein. Pending further amendment of this ordinance, the period of significance for the Town will be from 1883 to 1964 as delineated in the Cape Charles Historic District National Register of Historic Places (amended 2019). As identified in the National Register, structures or sites designated as properties which contribute to the historic character of the Town shall be known as contributing properties for the purpose of this Ordinance. Structures or sites not designated as landmark or contributing properties shall be known as noncontributing properties. Should a building or structure within the boundaries of the historic district not be listed in the national register, the building or structure will be classified as noncontributing. The map may be amended from time to time in the same manner as the zoning district map.

Section 8.4: Application of the District; Relation to Other Zoning Districts
To enable the district to operate in harmony with the plan for land use and population density embodied in these regulations, the Historic District is created as a special district to be superimposed on other districts contained in these regulations and is to be designated by a special symbol for its boundaries on the Zoning District Map. The uses, housing types, minimum lot requirements, minimum yard requirements, maximum height, and accessory uses and accessory signs shall be determined by the regulations applicable to the other districts over which the Historic District is superimposed except as these other district regulations may be modified by application of the regulations in the Historic District.

Section 8.5: Permitted Uses
A building or land shall be used only for any use or accessory use permitted in the zoning district in which the premises are situated and upon which the Historic District is superimposed.

Section 8.6: Historic District Review Board; Creation
For the general purposes of this Article as herein stated and specifically to preserve and protect historic places and areas in the Town through the control of demolition of such places and through the regulation of architectural design and uses of structures in such areas, there is created a board known as the Historic District Review Board.

Section 8.7: Historic District Review Board; Membership
The members of the Historic District Review Board shall be appointed by the Town Council. The Membership shall consist of five (5) citizens, at least three (3) of whom shall be residents of the local historic district.

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Section 8.8: Historic District Review Board; Terms
Upon approval by the Town Council, members shall be appointed for a term of five years (5 yrs). Appointments to fill vacancies shall be only for the unexpired term. Members may be reappointed to succeed themselves. A member whose term expires shall continue to serve until a successor is appointed and qualifies.

Section 8.9: Historic District Review Board; Qualifications
Members of the Historic District Review Board shall have demonstrated interest and knowledge in the historical and architectural development of the Town and when possible, include a Planning Commission member, as well as professionals in the disciplines of architecture, history, historic preservation, archaeology, or related professions; and professionals in the disciplines of planning, building construction, or real estate.

Section 8.10: Historic District Review Board; Organization
The Historic District Review Board shall elect from its own membership a chairman and vice chairman who shall serve annual terms and may succeed themselves. The chairman shall preside over all meetings in addition to having the duties and responsibilities of other members of the Board. The vice chairman shall preside over meetings of the Board in the absence of the chairman.

Section 8.11: Historic District Review Board; Rules
The Board shall meet in regular session on the third (3rd) Tuesday of every month when an application has been filed requiring consideration. Special meetings of the Board may be called by the chairman or a majority of the members after public notice as required.

Section 8.12: Historic District Review Board; Meetings; Hearings
Written notice of a special meeting is not required if the time of special meeting has been fixed at a regular meeting or if all members are present at a special meeting or file a written waiver of notice. For the conduct of any hearing and the taking of any action, a quorum shall be not less than a majority of all voting members of the Board. The Board may make, alter, or rescind rules and forms for its procedures, consistent with the ordinances of the Town and the general laws of the Commonwealth of Virginia.

Section 8.13: Historic District Review Board; Procedures
The Board shall, with the concurrence of the town manager, establish procedures for all matters coming before it for review, and all meetings shall be open to the public. The Board will have the right to appeal decisions of the town manager to the Town Council.

Section 8.14: Historic District Review Board; Powers and Duties
The Zoning Administrator will review all applications to determine the proper level of review and compliance with the Cape Charles Zoning Ordinance. The Historic District Review Board shall have the power and authority for issuing or denying Certificates of Appropriateness for construction, reconstruction, substantial exterior alteration, razing, or relocation within the historic district. In addition, the Board shall have the

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following duties:

A. To assist and advise the Town Council, the Planning Commission, and other Town departments, agencies, and property owners in matters involving historically significant sites and buildings or other properties in the historic districts such as, but not limited to, appropriate land usage, parking facilities, and signs.

B. To continuously evaluate conditions and advise owners of historic landmarks or contributing structures or other properties in historic districts on problems of preservation.

C. To oversee studies deemed necessary by the Town Council or Planning Commission concerning location of historic districts and means of preservation, utilization, improvement, and maintenance of historic assets in the Town.

D. To propose additional historic districts or additions or deletions to districts.

E. To recommend standards and guidelines for adoption by the Town Council to supplement the standards set forth in this Ordinance; the currently adopted guidelines are called "Cape Charles Historic District Guidelines revised October 2017."

F. To formulate recommendations to the Town Council concerning the establishment of an appropriate system of markers for selected historic sites and buildings, including proposals for the installation and care of such historic markers.

G. To cooperate with and enlist assistance from the Virginia Department of Historic Resources, the National Trust for Historic Preservation, and other interested parties both public and private in its efforts to preserve the character of historic landmarks, buildings, sites, or areas within the Town.

Section 8.15: Summary of Administration Review Procedures

~~In general~~, It is the purpose of this ordinance to establish review procedures for actions affecting properties in the Historic District. Therefore, the Zoning Administrator will review all applications to determine the proper level of review and compliance with the Cape Charles Zoning Ordinance.

A. Actions related to "Standards" will be exclusively the purview of the Zoning Administrator.

B. Actions addressed by "Guidelines" will be the purview of the Historic District Review Board, except that guidelines that are relatively straightforward may be delegated to the Zoning Administrator at the discretion of the Historic District Review Board.

C. In all cases the decisions of the Zoning Administrator shall be appealed to the

Board of Zoning Appeals as stated in §2-2.6.2.C, the decisions of the Historic District Review Board may be appealed to the Town Council, and the final decisions of the Town Council may be appealed to the Circuit Court of Northampton County.

~~Section 8.16: Approval of Historic District Review Board Required~~

~~A. Except as herein otherwise provided in this article, no building or structure, including signs, shall be erected, reconstructed, restored, or substantially altered in exterior appearance and no contributing buildings or structures shall be razed or demolished within a historic district and no permit authorizing same shall be granted unless and until the same is approved by the Historic District Review Board and a Certificate of Appropriateness has been issued by that body, with right of direct appeal to the Town Council as hereinafter provided, as being architecturally compatible with the historical, cultural, and/or architectural aspects of the structure and its surroundings.~~

~~B. Contributing accessory structures will be treated as contributing structures only under the following conditions:~~

~~1. It is on a permanent foundation; and~~

~~2. It is of sufficient square footage that a new structure of that type would require a building permit; and it is not being used as, or being considered for, Accessory Dwelling Units.~~

~~C. "Substantial alterations" shall be defined as any and all work done on buildings, structures, or sites in a historic district other than those specifically exempted herein:~~

~~1. General examples of "non-substantial" alterations:~~

~~a. Work done to prevent deterioration or to replace parts of a structure with similar materials in order to correct any deterioration, decay of, or damage to any structure or on any part thereof, or~~

~~b. To restore same as nearly as practical to its condition prior to such deterioration, decay, or damage.~~

~~2. Examples of work not constituting "substantial alteration" include those minor actions exempted from review by §8.16 of this article.~~

~~3. General examples of work constituting "substantial alterations" include:~~

~~a. Construction of a new building at any location or a new permanent accessory building requiring a building permit on a landmark or contributing property or on a site within the Historic District.~~

~~b. Any addition to or alteration of a building which increases the square footage of the building or otherwise alters substantially its size, height, contour, or outline.~~

~~c. Any alteration of the exterior architectural style of a structure or its significant elements; some examples being removal or rebuilding of porches, openings, dormers, window sashes, chimneys, columns, stairways, terraces, decks, fences, or any other structural elements.~~

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d. Addition to or removal of one (1) or more stories or alteration of a roof line.

e. Any other major actions not specifically covered by the terms of this section, but which would have an effect on the character of the historic district.

D. In any case in which there might be some question as to whether a project may be exempted from review, may constitute a minor action, or may constitute "substantial alteration," the Zoning Administrator shall be contacted for an interpretation prior to commencement of work.

Section 8.17: Certain Minor Actions Exempted from Review by the Historic District Review Board

Within the Historic District certain minor actions which are deemed not to have permanent effects upon the character of the historic district are exempted from review for architectural compatibility by the Historic District Review Board. Such actions shall include the following and any similar actions which, in the opinion of the Zoning Administrator, will have no more effect on the character of the district than those listed:

A. Repainting the structure. (Original painting of masonry surfaces is not exempted from review.)

B. Replacement of missing or broken windowpanes, roofing slates, tiles, porch floor, posts, rails, shingles, window frames, or shutters where no substantial change in design or material is proposed.

C. Addition or deletion of storm doors or storm windows, window gardens, or similar appurtenances and portable air conditioners located in existing windows, doors, or other existing wall openings (if no building permit is required for such addition or deletion).

D. Landscaping involving minor grading, walks, low retaining walls, temporary fencing, fencing immediately surrounding trash receptacles or outdoor ventilation units, small fountains, outdoor showers, and ponds which will not substantially affect the character of the property and its surroundings.

E. Construction of off-street loading areas and off-street parking areas.

F. Creation of outside storage in a commercial or industrial district which does not require structural changes or major grading and is not visible from a public street or waterway.

G. Additions or deletions to an existing building which are not visible from a public street or sidewalk. Alleys in this context are not to be considered public places.

H. Covered by other zoning ordinance requirements as administrated by the Zoning Administrator unless altered by the overlay ordinance.

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~~I. Receiving historic preservation tax credits through state or federal offices.~~

~~J. Demolition of non-contributing buildings or structures.~~

K. ~~Alterations or repairs made to a building or structure for the purpose of temporary emergency stabilization.~~

Section 8.16: Description of Proposed Work

Changes proposed to a property within the Historic District fall into one of the following categories. The nature of the work will determine whether the change proposed requires the department or Historic District Review Board (HDRB) approval. Not every project requires a property owner to obtain a Certificate of Appropriateness (COA). There are three (3) basic categories for projects: Routine Maintenance, Minor Work, and Major Work. The property owner must confirm with the department that the project is consistent with the appropriate work level. The following will give a brief description of each and indicate whether a COA is required by either staff or HDRB.

A. ***Routine Maintenance** items are types of exterior work that keep the property in good condition. Such projects include any repair where no change is made to the appearance of the structure or site.

   Routine Maintenance may not require the issuance of a COA by staff or the HDRB. The property owner must check with the department that the project is consistent with routine maintenance. At the discretion of the department, an application for routine maintenance may be forwarded to the HDRB if the work is questionable as to whether it is consistent with the Cape Charles Historic Overlay District Design Guidelines (HDODG).

B. ***Minor Work** projects do not substantially alter the visual character of the structure or site.

   Minor Work projects require an application and issuance of a COA. They may be approved by the department if the proposed work is consistent with the HDODG. If the department does not approve the application or if the work is questionable as to whether it is consistent with the HDODG, an application for minor work may be forwarded to the HDRB.

C. ***Major Work** projects that involve change in the appearance of a building or site and are more substantial than routine maintenance or minor projects. They include changes from the original design or material, or replacement, alteration, or removal of an original feature.

   Major Work projects require an application and issuance of a COA by the HDRB.

*A detailed Classification of Work Chart can be found in Appendix G of the Cape Charles Historic Overlay District Design Guidelines.

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*The property owner must schedule an inspection if required in the Cape Charles Historic Overlay District Design Guidelines Appendix G Classification of Work Chart.

Section 8.17: Declaration of Unsafe or Dangerous Conditions

Nothing in this Ordinance shall be construed to prevent any measures necessary to correct an unsafe or dangerous condition of a property in the Historic District. Temporary measures may be taken as directed by the Zoning Administrator and Code Official without obtaining a Certificate of Appropriateness.

Section 8.18: Delegation of Authority

A. The Zoning Administrator or Code Official shall have authority to order that work be stopped and that an appropriate application be filed for review by the Historic District Review Board in any case where the action has an adverse effect on the Historic District.

B. The Historic District Review Board shall periodically review the design guidelines contained in this section.

Section 8.19: Certificate of Appropriateness

Evidence of the approval required under the terms of the Historic District shall be a certificate of appropriateness issued on behalf of the Historic District Review Board, stating that the demolition, moving, or changes in the exterior architectural appearance of the proposed construction, reconstruction, alteration, or restoration for which application has been made are approved by the Historic District Review Board or the Zoning Administrator. The Historic District Review Board may permit modifications of original proposals if such modifications are formally acknowledged, clearly described, and recorded in the records of the case. A certificate of appropriateness shall be in addition to any other permits required. Any action by applicants following issuance of a permit-requiring certificate of appropriateness shall be in accord with the application and material approved and any conditions appended thereto.

Section 8.20: Design Guidelines; Recommendations for Review

The intent of the guidelines is to ensure that changes within the district are compatible with the district's historic and architectural character.

A. The Historic District Review Board shall be guided in its decisions by the design guidelines but must also use independent judgement and discretion to consider the unique characteristics of each request. The board is expected to work with each applicant to assist them in achieving their goal while preserving the character of the district. The board shall utilize the pre-application review process as defined in §8.25 (A).

B. It shall be the duty of the Historic District Review Board to prepare recommended amendments to the design guidelines.

C. The Town Council shall adopt and amend the design guidelines after

conducting at least one public hearing pursuant to §15.2-2204 of the Code of Virginia.

D. Separate guidelines shall be developed for all new infill buildings in Cape Charles' historic district. New infill construction will not diminish, detract, or distract from the character of surrounding historic buildings or the overall historic district.

E. Alterations and additions to non-contributing structures that affect the exterior appearance of the structure or additions should be compatible with the district following the guidelines for new (infill) construction. Criteria for non-contributing structures may be less restrictive than that applied to contributing structures.

Section 8.21 Demolition: Alternate Procedure: Offer to Sell

A. Prior to approval of any application for demolition, razing, moving, or removal of a contributing structure within the Cape Charles Historic District; the zoning administrator, the Historic District Review Board, or the Town Council, as applicable, shall review the application for its compatibility with each of the following guidelines.

1. Whether or not the contributing structure is of such architectural or historic interest that its removal would be to the detriment of the character and integrity of the Historic District.
2. Whether or not the contributing structure is of such interest or significance that it would qualify as a National, State, or local historic landmark.
3. Whether or not retention of the contributing structure would help to preserve and protect a historic place or area of historic interest in the Town.
4. Whether or not plans for future use of the site after demolition are appropriate, compatible, sympathetic, and complimentary to the character and integrity of the Historic District.

No subsequent application under §8.21 (A) regarding the contributing structure may be made until more than one year (1 yr) after a final denial by the Town Council.

B. In addition to the right of appeal herein elsewhere set forth, the owner of a contributing structure in the Cape Charles Historic District shall as a matter of right be entitled to raze or demolish a contributing structure provided that:

1. The owner has applied to the Town Council for such right.
2. The owner has for the applicable period of time set forth in the time schedule in §8.21 (B) (4), and at a price reasonably related to the fair market value of the contributing structure and the land, other improvements and appurtenances pertaining thereto (assuming the buyer will be required to preserve and restore the contributing structure in place on the property) as determined by the average of two (2) real estate appraisals from two (2) different appraisers, made a bona

fide, public offer (pursuant to the requirements of this §8.21 (B)) to sell such contributing structure, and the land, other improvements and appurtenances pertaining thereto (collectively, the "Property"), to the Town and any other person, firm, corporation, government or political subdivision or agency thereof, which gives reasonable assurance that it is willing to preserve and restore the contributing structure in place. If the two (2) required real estate appraisals submitted by the Owner differ by more than ten percent (10%), the owner must have the Property appraised a third time at his own expense by a third real estate appraiser selected by the Town. The bona fide offer to sell must be at a price not more than the average of the two (2) such appraisals that are closest to one another.

3. No bona fide contract, binding upon all parties thereto, shall have been executed for the sale of any such Property thereto, prior to the expiration of the applicable time period set forth in the time schedule in §8.21 (B) (4). Any appeal which may be taken to the court from the decision of the Town Council, whether instituted by the owner or by any other proper party, notwithstanding the provisions heretofore stated relating to a stay of the decision appealed from, shall not affect the right of the owner to make the bona fide offer to sell referred to above.
4. The time schedule for offers to sell shall be as follows:
    a. Three (3) consecutive months when the offering price is less than twenty- five thousand dollars.
    b. Four (4) consecutive months when the offering price is twenty-five thousand ($25,000) or more but less than forty thousand dollars ($40,000).
    c. Five (5) consecutive months when the offering price is forty thousand ($40,000) or more but less than fifty-five thousand dollars ($50,000).
    d. Six (6) consecutive months when the offering price is fifty-five thousand dollars ($50,000) or more but less than seventy-five thousand dollars ($75,000).
    e. Seven (7) consecutive months when the offering price is seventy-five thousand dollars ($75,000) or more but less than ninety thousand dollars ($90,000).
    f. Twelve (12) consecutive months when the offering price is ninety thousand dollars ($90.000) or more.
5. Before making a bona fide offer to sell, the owner shall first file a statement with the Zoning Administrator along with the appraisals required by §8.21 (B) (2). The statement shall identify the Property, state the offering price, the date the offer of sale is to begin, the names and addresses of adjacent property owners, and the names and addresses of listing real estate agents, if any. The owner shall be required to maintain the Property in at least its current condition during the term of the public offer. No time period set forth in the time schedule contained in §8.21 (B) (4). shall begin to run until the statement has been filed. Within five (5) business days after receipt of a statement, copies of the statement shall be delivered by the Zoning Administrator to the Town

Manager, the Town Council, and the Historic District Review Board. Within thirty (30) days after the receipt of a statement, the Zoning Administrator: (a) shall place notice of the statement once a week for two (2) successive weeks in a newspaper having general circulation in the Town, (b) post a notice of the statement prominently on the Property, and (c) send notice of the offer, accompanied by the statement, to the adjacent property owners by certified or registered mail.

6. During the time period for the offer to sell, the Town may take steps as it deems necessary to preserve the contributing structure in accordance with the purposes of this article. Such steps may include, but are not limited to, consultation with civic groups, public agencies, and interested citizens, recommendations for acquisition of the Property by public or private bodies or agencies, and exploration of the possibility of moving structures or other features on the Property.
7. The fact that an offer to sell a property is made at a price reasonably related to fair market value as described previously may be questioned by any party who files with the Zoning Administrator, on or before sixty (60) days after the offer for sale has begun, a petition in writing signed by at least twenty-five (25) persons owning real estate within Cape Charles, questioning such valuation. Upon receipt of such a petition, one (1) disinterested real estate appraiser shall be appointed by the petitioners, and the cost of the appraisal shall be borne by the petitioners. Said appraiser shall forthwith make an appraisal of the Property on the same basis as described in §8.21 (B) (2) above, and the Town shall use the average of the lower two (2) appraisals to establish fair market value under §8.21 (B). In the event such valuation indicates that the price at which the applicant offered to sell the Property was at a price that is higher than the Property's fair market value, the offer to sell shall be void and of no force and effect for purposes of satisfying the requirements set forth in this §8.21 (B).
8. If the Town Council authorizes any such demolition or razing of said structure after the above procedures were complied with, then said demolition will proceed after applying for and obtaining approval from the Building Official.

Section 8.22: Maintenance and Repair Required

A. The purpose of this section is solely to stop demolition by neglect, whereby owners of property in the Historic District allow the structure, or historic attributes of the structure, to become a hazardous building or structure. Any building or structure which is determined to be in such an unsafe condition that it would endanger life or property is governed by Town Code Chapter 18, Article III, Unsafe Buildings or Structures and under the sole jurisdiction of the Town's Code Official. The Zoning Administrator may also pursue violations of the ordinance jointly with the Town's Code Official.

B. All buildings and structures in the Historic District shall be preserved against decay and deterioration and maintained free from structural defects to the

extent that such decay, deterioration, or defects may, in the opinion of the Historic District Review Board and Town Council, result in the irreparable deterioration of any exterior appurtenance or architectural feature or produce a detrimental effect upon the character of the district as a whole or upon the life and character of the structure itself, including but not limited to:

1. The deterioration of exterior walls or other vertical supports, including broken doors and windowpanes;
2. The deterioration of roofs or horizontal members;
3. The deterioration of exterior chimneys;
4. The deterioration or crumbling of exterior plaster, wood, or mortar;
5. The deterioration of any feature so as to create or permit the creation of any hazardous or unsafe condition or conditions.

C. After notice by the Zoning Administrator or Code Official by certified mail of specific instances of failure to maintain or repair and of an opportunity to appear before the Historic District Review Board, the owner or person in charge of said structure shall have ninety (90) days to remedy such violation. Thereafter, each day during which there exists any violation of this section shall constitute a separate offense and shall be punishable as provided in this ordinance. In the alternative, if the owner fails to act, the Historic District Review Board may recommend to the Town Council that the Zoning Administrator, after due notice to the owner, enter the property and make or cause to be made such repairs as are necessary to preserve the integrity and safety of the structure and the reasonable costs thereof shall be placed as a lien against the property.

Section 8.23: File of Actions to be Maintained

In order to provide guidance for the consistent application of standards and guidelines, and for assistance to future applicants and the promotion of consistent policies in guiding applicants toward better standards of design, the Zoning Administrator shall maintain a file containing a record of all applications, including drawings and photographs pertaining thereto and the decision of the Zoning Administrator or the Historic District Review Board in each case. The file documents shall be compiled by the Zoning Administrator, maintained by the Town Clerk, and remain the property of the Town but shall be held available for public review.

Section 8.24: Administration; Zoning Administrator

Except as authorized herein, the Zoning Administrator or Code Official shall not authorize a permit for any erection, reconstruction, integral exterior facade change, demolition, or razing of a building or structure in the Historic District until the same has been approved by the Historic District Review Board as set forth in the following procedures.

Section 8.25: Receipt of Application

Upon receipt of an application by the Zoning Administrator for each permit in the historic district, the Zoning Administrator shall oversee the following:

A. Pre-application review: Persons considering action that requires a certificate of appropriateness, as set forth in this ordinance, are to request an informal

informational meeting with the Zoning Administrator and at least one member of the Historic District Review Board prior to submitting a formal application for a certificate of appropriateness. Requests for such informational meetings can be made to the zoning administrator, who will contact a member of the board. The informational meeting will occur within thirty (30) days of receipt of such a request. The purpose of an informational meeting is to review the design guidelines and standards and the procedures for obtaining a certificate of appropriateness. Neither the applicant nor the zoning administrator/board member(s) shall be bound by any informational meeting or conceptual review. Zoning administrator can use discretion on the need for a pre-application meeting or the inclusion of a board representative depending on the nature of project proposed;

B. Once accepted by the zoning administrator as a fully completed application, the zoning administrator will forward to the Historic District Review Board a copy of the application, together with a copy of the site plan and the building plans and specifications filed by the applicant if such application requires the Historic District Review Board to meet and render a decision;

C. Compile a record of all such applications and of the final disposition of the same, to be maintained by the Town Clerk;

D. Require applicants to submit one (1) hard copy and one (1) electronic version of material required to permit compliance with the foregoing.

Section 8.26: Material to be Submitted for Review

By general rule, or by specific request in a particular case, the Historic District Review Board may require submission of any or all of the following in connection with the application: architectural plans, site plans, landscaping plans, construction methods, proposed exterior lighting arrangements, elevations of all portions of structures with important relationships to public view and such other exhibits and reports as are necessary for its determinations. Requests for approval of activities proposed in historic districts shall be accepted only from the record owner of the land involved in such proposal, or their agent.

Section 8.27: Other Approvals Required

The Zoning Administrator will review submitted applications for Certificates of Appropriateness against appropriate zoning requirements before forwarding application to the Historic District Review Board for pre-application review and approval. In any case in which an applicant's proposal also requires the approval of the Board of Zoning Appeals, final action by the Board of Zoning Appeals shall precede final action by the Historic District Review Board. The Board of Zoning Appeals may, however, table a proposal in order to request the comments of the Historic District Review Board. In this case, final action by the Historic District Review Board shall be taken prior to consideration of proposals requiring site plan approval.

Section 8.28: Action by the Historic District Review Board; Issuance of Certificates of Appropriateness

The Historic District Review Board shall render a decision upon any request or application for a Certificate of Appropriateness within ninety (90) days after the filing of an application accepted as complete. Failure of the Historic District Review Board to render such a decision within said ninety (90) day period, unless such period be extended with the concurrence of the applicant, shall entitle the applicant to proceed as if the Historic District Review Board had granted the Certificate of Appropriateness applied for prior to denying the Certificate of Appropriateness. The Historic District Review Board, on the basis of the review of information received shall, upon request, indicate to the applicant the changes in plans and specifications, if any, which in the opinion of the Historic District Review Board, would protect and/or preserve the historical aspects of the landmark, building, structure, or district. If the applicant determines that they will make the suggested changes, the Historic District Review Board may issue the Certificate of Appropriateness. Agreed to changes will be stipulated on the Certificate of Appropriateness.

All conditions required for the approval of a certificate of appropriateness will also be included on the building plan and will be reviewed by the Code Official during routine inspections.

The Zoning Administrator will be responsible for issuance of the Certificate of Appropriateness to the applicant and the Town's Code Official office within five (5) business days. Denials of applications are to be stated in writing to the applicant along with the reasons for such denials by the zoning administrator and issued within five (5) business days. Once a Certificate of Appropriateness is granted, the applicant may obtain permits to start work with the understanding that work may be stopped should an appeal be filed to the board's decision within a 30-day period following approval of the Certificate of Appropriateness, and that the applicant takes full responsibility to bear whatever consequences result from the appeal's final decision.

Section 8.29: Expiration of Certificates of Appropriateness

Any certificate issued pursuant to this article shall expire of its own limitation six (6) months from the date of issuance if the work authorized thereby is not commenced by the end of such six (6) month period; and further, any such certificate shall also expire and become null and void if such authorized work is suspended or abandoned for a period of six (6) months after being commenced. Any period or periods of time during which the right to use any such certificate is stayed pursuant to this article shall be excluded from the computation of the six (6) months.

Section 8.30: Inspection by Administrator After Approval

When a Certificate of Appropriateness has been issued, the Zoning Administrator or Town Building Official shall from time to time inspect the alteration or construction approved by such certificate and shall give prompt notice to the applicant of any work not in accordance with such certificate or violating any ordinances of the Town. The Zoning Administrator or Town Building Official may revoke the certificate or the building permit if violations are not corrected by the applicant in a timely manner.

Section 8.31: Delay of Approval

In the case of a proposal other than for demolition or moving but involving a

designated landmark where the Historic District Review Board or, on appeal, the Town Council cannot reach a satisfactory agreement with the owner and whereas the Historic District Review Board or, on appeal, the Town Council decides such action to be in the public interest and not in conflict with any provision of law, it may delay the effective date of an approval for a period of three (3) months from the date of application or appeal to enable negotiations to be undertaken and completed for acquisition of the property for preservation or public use. Failure of negotiations within this period shall be the equivalent of a denial of the application by the Historic District Review Board or, on appeal, by the Town Council.

Section 8.32: Conditions Imposed by the Historic District Review Board

In approval of any proposal under this section, the Historic District Review Board or, on appeal, the Town Council may limit such approval by such reasonable conditions as the case may require, including but not limited to, the specifications enumerated for conditional uses and for the Town Council.

Section 8.33: Appeals; Decisions of the Historic District Review Board

An appeal from a decision of the Historic District Review Board may be taken to the Town Council by the owner of the property in question or by any party aggrieved and must show that he has an immediate, pecuniary and substantial interest in the litigation, and not a remote or indirect interest, which shall be taken within thirty (30) days after the decision appealed from by filing with the Zoning Administrator the following: a notice of appeal specifying the grounds thereof; a signed statement listing any personal or business relationship with any general or subcontractors associated with the project under appeal; a signed statement that all real and personal property taxes are current as of the date of the filed appeal notice; a signed statement listing any personal or business relationship or partnership with the property owner(s) associated with the project under appeal; a fee equal in value to the fee paid by the property owner(s) associated with the project under appeal. The person submitting the appeal shall not be allowed to present any evidence that was not presented to the Historic District Review Board, Council members having any relevant interaction with the applicant shall disclose such interaction prior to considering the appeal. The Zoning Administrator will prepare a document of all the papers constituting the record upon which the action appealed from was taken. The Town Council shall fix a reasonable time for the hearing, give public notice thereof and decide the same within sixty (60) days from the date the person submitted a request for appeal. At the hearing, the appealing party may appear in person or by an agent. In exercising its powers, the Town Council will rely solely on the written record of decision from the Historic District Review Board and will refer to the Adopted Historic District Guidelines to determine if they were appropriately applied. The Town Council, through their appeal hearing, is determining only if a procedural or application error has occurred.

Section 8.34: Appeals; Decisions of the Zoning Administrator

An appeal from a decision of the Zoning Administrator may be taken to the Board of Zoning Appeals by the owner of the property in question or by any party aggrieved and must show that he has an immediate, pecuniary and substantial interest in the litigation, and not a remote or indirect interest, which shall be taken within thirty (30)

days after the decision appealed from by filing with the Zoning Administrator the following: a notice of appeal specifying the grounds thereof; a signed statement listing any personal or business relationship with any general or subcontractors associated with the project under appeal; a signed statement that all real and personal property taxes are current as of the date of the filed appeal notice; a signed statement listing any personal or business relationship or partnership with property owner(s) associated with the project under appeal. The Zoning Administrator shall transmit to the Board of Zoning Appeals within five (5) days all the papers constituting the record upon which the action appealed from was taken. The Board of Zoning Appeals shall fix a reasonable time for the meeting, give public notice thereof as required pursuant to § 15.2-2204 of the Code of Virginia; and decide the same within sixty (60) days. At the meeting the party may appear in person or by agent. In exercising its powers, the Board of Zoning Appeals may reverse or affirm, wholly or partly, or may modify, any order, requirement, decision, or determination appealed from and make such order, requirement, decision or determination as ought to be made.

Section 8.35: Appeal to the Circuit Court from a Decision of the Town Council

An appeal from a final decision of the Town Council may be filed with the Circuit Court within thirty (30) days after said decision in the manner prescribed by law by the owner of the property in question, by any party aggrieved and must show that he has an immediate, pecuniary and substantial interest in the litigation, and not a remote or indirect interest, or by the Historic District Review Board. The filing of an appeal shall stay the decision of the Town Council pending the outcome of the appeal to the court, except that the filing of such petition shall not stay the decision of the Town Council if such decision denies the right to raze or demolish a designated landmark, building, or structure. The court may reverse or modify the decision of the Town Council, in whole or part, if it finds upon review that the decision of the governing body is contrary to law or that its decision is arbitrary and constitutes an abuse of discretion, or it may affirm the decision of the Town Council.

Section 8.36: Violations and Penalties

Any violation of this Article and the penalties for all such violations shall be as set forth in §2.4.3 of the Zoning Ordinance.

Section 8.37: Definitions

For the purpose of this article, terms and words pertaining to the Historic District are defined in Appendix A of this Ordinance.

DRAFT

APPENDIX G – CLASSIFICATION OF WORK – GENERAL GUIDELINES

The following chart has been provided as a reference for Routine Maintenance, Minor Work, and Major Work as defined in the Cape Charles Zoning Ordinance Article VIII.

Please call the Planning & Zoning Department with any questions.

	Type of Work	Routine Maintenance	Minor Work	Major Work	Inspection Required
1)	Painting or repainting of a **non-masonry structure** does not require approval.				
2)	Accessory Structures* or Buildings, Additions to existing that can be seen from the public right-of-way			X	X
3)	Accessory Structures or Buildings, Additions to existing that cannot be seen from the public right-of-way		X		X
4)	Accessory Structures* or Buildings, Alterations to existing that can be seen from the public right-of-way			X	X
5)	Accessory Structures or Buildings, Alterations to existing that cannot be seen from the public right-of-way		X		X
6)	Accessory Structures* or Buildings, New Construction that can be seen from the public right-of-way			X	X
7)	Accessory Structures or Buildings, New Construction that cannot be seen from the public right-of-way		X		X
8)	Accessory Structures or Buildings, Repairs to existing when there is no change in design, materials, or general appearance	X			Case-by-case basis
9)	Accessory Structures* or Buildings, Replacement of existing		X		X
10)	Architectural Details, Alteration/Addition/Removal of existing			X	X
11)	Architectural Details, Repair/Replacement to existing when there is no change in design, materials, or appearance	X			Case-by-case basis
12)	Awnings, Canopies, or Shutters, Additions/Installation of new			X	X
13)	Awnings, Canopies, or Shutters, Alterations/Removal when there is no change in design or materials		X		X
14)	Awnings, Canopies, or Shutters, Repair/Replacement when there is no change in design, materials, or appearance	X			Case-by-case basis
15)	Buildings, Relocation			X	X
16)	Carports, Alteration/Addition/Removal		X		X
17)	Carports, New Construction that can be seen from the public right-of-way		X		

18)	Carports, New Construction that cannot be seen from the public right-of-way		X		
19)	Certificate of Appropriateness, Modification to previously approved		X		
20)	Certificate of Appropriateness, Renewal of Expiring				
21)	Chimneys, Alteration/Construction/Removal			X	X
22)	Chimneys, Reflash existing when there is no change in design, materials, or appearance		X		
23)	Decks, Alteration/Addition/Removal		X		X
24)	Decks, Repair/Replace of existing when there is no change in design, materials, dimensions, appearance		X		X
25)	Doors (Exterior), Alterations/Addition/Removal			X	X
26)	Doors (Exterior), New Installation			X	X
27)	Doors (Storm), Installation/Removal			X	X
28)	Driveways, Alteration/Addition/Removal/Repair/Replacement of existing when there is a change in design, materials, dimensions, or appearance			X	X
29)	Features not specifically listed, Addition/Alteration/Removal			X	Case-by-case basis
30)	Features not specifically listed, Repair/Replacement when there is no change in design, materials, or appearance		X		Case-by-case basis
31)	Fences, New Construction		X		X
32)	Fences, Repair/Replacement of		X		X
33)	Foundations, Alteration/Replacement of exposed			X	X
34)	Foundations, Repair of exposed when there is no change in design, materials, or general appearance	X			X
35)	Foundation Vents and Ventilators, Alteration/Installation/Removal		X		Case-by-case basis
36)	Foundation Vents and Ventilators, Repair/Replacement of existing when there is no change in design, materials, or general appearance	X			
37)	Gutters and Downspouts, Repair/Minor Replacement when there is no change in design, materials, or appearance	X			
38)	Gutters and Downspouts, Replacement/Installation/Addition/Removal		X		
39)	Lighting Fixtures (Exterior), Alteration/Installation/Removal		X		X
40)	Lighting Fixtures (Exterior), Repair/Replacement when there is no change in design, materials, or	X			

	appearance				
41)	Masonry, Alteration/Construction/Removal			X	X
42)	Masonry, Repainting only when using existing color. Painting to another color or treatment and painting of unpainted masonry not allowed.		X		X
43)	Masonry, Repairs/Replacement when the color and composition of the mortar match the original, and new brick or stone matches the original	X			
44)	Masonry, Repointing		X		
45)	Patios, Alteration/Addition/Removal of existing		X		Case-by-case basis
46)	Patios, New Construction		X		X
47)	Patios, Repair/Replacement of existing when there is no change in design (including dimensions), materials, or appearance	X			
48)	Porches, Addition/Expansion/Removal of existing			X	X
49)	Porches, Alteration of existing			X	X
50)	Primary Buildings, Additions of Commercial or Residential that can be seen from the public right-of-way			X	X
51)	Primary Buildings, Additions of Commercial or Residential that cannot be seen from the public right-of-way		X		X
52)	Primary Buildings, New Construction of Commercial or Residential			X	X
53)	Primary building, Repainting non-masonry	X			
54)	Roof Covering, Alteration/Replacement of existing when there is a change in design, materials, or general appearance			X	X
55)	Roof Coverings, Repair/Replacement when there is no change in design, materials, or appearance		X		X
56)	Roof Forms, Alteration			X	X
57)	Satellite Dishes and/or Television Antennas, Installation		X		Case-by-case basis
58)	*Screening (hedges, plants, or other visual buffer) that is utilized to mitigate the public viewpoint of an Accessory Structure. This may be a designated condition for an approved Certificate of Appropriateness		X		X
59)	Significant Features, Alteration/Removal			X	X
60)	Signs, Alteration/Installation/Removal (must comply with the CCZO Article V.)		X		X

61)	Signs, Repair/Replacement when there is no change in design (including dimensions), materials, or general appearance	X			
62)	Solar Panels, Installation of new that can be seen from the public right-of-way			X	X
63)	Solar Panels, Installation of new that cannot be seen from the public right-of-way		X		X
64)	Solar Panels, Repair/replacement when there is no change in design, materials, or general appearance		X		X
65)	Stairs and Steps (Exterior), Alteration/Addition/Removal			X	X
66)	Stairs and Steps (Exterior), New Construction			X	X
67)	Stairs and Steps (Exterior), Repair/Replacement when there is no change in design, materials, or general appearance	X			X
68)	Surfaces (Exterior) not specifically listed, Addition/Alteration/Removal			X	X
69)	Surfaces (Exterior) not specifically listed, Repair/Replacement when there is no change in design, materials, or appearance		X		X
70)	Structure, Demolition of Contributing in whole or part			X	X
71)	Structure, Demolition of Non-Contributing in whole or part		X		X
72)	Structure, Emergency Stabilization		X		X
73)	Swimming Pools, Addition/Alteration/New Construction. A fence is required to be placed around the perimeter of the pool. A fence is required to be placed around the perimeter of the pool in compliance with the Virginia Building Code		X		Case-by-case basis
74)	Swimming Pools, Removal		X		Case-by-case basis
75)	Swimming Pools, Repairs to existing	X			
76)	Temporary Features, Emergency Installation/Emergency Stabilization to protect a historic property that do not alter the resource		X		X
77)	Temporary Features, Installation/Alteration/Removal that are necessary due to a medical condition		X		Case-by-case basis

78)	Walkways, Addition/Alteration/New Construction/Removal/Repair/Replacement		X		X
79)	Walls, New Construction		X		X
80)	Walls, Repair/Replacement of existing		X		X
81)	Windows, Alteration/Removal of existing			X	X
82)	Windows, Caulking and weatherstripping when there is no change in design, materials, or general appearance	X			
83)	Windows, Installation of new			X	X
84)	Windows, Repair/Replacement when there is no change in design, materials, or general appearance		X		X
85)	Windows (Storm), Installation/Alteration/Removal		X		Case-by-case basis
86)					
87)					
88)					
89)					
90)					
91)					

From: Libby Hume
To: Katie Nunez; Jack Steinmayer
Subject: FW: Planning Commission Public Comment for July 1, 2025 Meeting
Date: Tuesday, July 1, 2025 3:21:43 PM

Hi, Katie and Jack.

Please see the email below which was submitted for tonight's PC meeting.

Thanks,
Libby

Libby Hume, MMC
Town Clerk
Town of Cape Charles
2 Plum Street
Cape Charles, VA 23310
(757) 331-3259, ext. 10
www.capecharles.org
IIMC Athenian Leadership Society Fellow

From: Cape Charles Historic District Civic League <cccivic1886@gmail.com>
Sent: Tuesday, July 1, 2025 1:02 PM
To: Libby Hume <clerk@capecharles.org>; Rick Keuroglian <rick.keuroglian@capecharles.org>
Cc: Mayor Adam Charney <mayor@capecharles.org>; Councilwoman Tammy Holloway <councilwomanholloway@capecharles.org>; Councilman Ken Butta <councilmanbutta@capecharles.org>; Vice Mayor Andy Buchholz <councilmanbuchholz@capecharles.org>; Councilman Paul Grossman <councilmangrossman@capecharles.org>; Councilman Clayton Newman <councilmannewman@capecharles.org>; Councilwoman Tara Ashworth <councilwomanashworth@capecharles.org>
Subject: Planning Commission Public Comment for July 1, 2025 Meeting

Libby - Thank you in advance for the inclusion of these comments into the meeting tonight. I apologize that I may not be there in time due to work.

THANK YOU to all of Town Management, Staff, and this Commission Members for all the hard work. Rather than me go section by section, as I would certainly exceed my 3 minutes, here are my key

considerations for Article 8 revisions.

1) I would propose that many of the responsibilities outlined for the Zoning Administrator as oversight for the Historic District Review Board be revised to the Building Code Official. The Building Code Official is the qualified expert for construction methods, material requirements, code enforcement, and safety, and an added benefit would streamline the applicable permitting processes because the process is not changing hands and departments several times leaving many applicants confused with the process and varying interpretations. This revision would be applicable to most of the outlined Article sections. The Zoning Administrator would still serve the vital role but focus one the many planning and strategic issues that we are facing with the Bay Creek PUD, harbor development, zoning issues, etc.

2) I like the way Appendix G is taking shape but many of the items are misclassified as Minor or Major work when in reality are the normal wear and tear and replacement items required to maintain a property as what you have outlined as good quality. I would like to see some significant expansion of the Appendix G list and request a planning session be developed with invited contractors and property owners to develop a more comprehensive list to avoid confusion, misinterpretation, or subjective opinions down the line. The Routine Maintenance notification process needs to be further refined or else Town Staff is going to needlessly be overrun with email notifications taking away from their time on more pertinent tasks.

3) Section 8.21 Demolition: Alternate Procedure: Offer to Sell – Any property sales issues should be the responsibility of the Town Manager who then selects Town Staff required to support the effort. This whole section needs clarity. The language is confusing, for example, the time periods based on price are arbitrary with no reasoning why the process is longer based on a higher price. In addition, whether or not the contributing structure is of such architectural or historic interest - this statement needs to be defined by Virginia Department of Historic Resource guidelines for the Historic District and not the subjective opinions of the Historic District Review Board.

4) Statement referring to the owner must have the Property appraised a third time at his own expense by a third real estate appraiser selected by the Town. Town should consider the development of a list of vendor qualifications for this role as selecting the specific vendor for the third appraiser is showing preferential selection by the Town.

5) Language clarification should be provided for clauses pertaining to the Town may take steps as it deems necessary to preserve the contributing structure in accordance with the purposes of this article to include language with approval from Town Council to spend Town funds. A petition in writing signed by at least twenty-five (25) persons owning real estate within Cape Charles, questioning such valuation needs clarification as are these persons Historic District or the Cape Charles zip code residents.

6) Section 8.29: Expiration of Certificates of Appropriateness – 6 months is too short and unrealistic as it can be a challenge to get a contractor on board to complete the work in that timeframe. A timeframe of a valid between 1 – 3 years depending on the project should be considered.

Thank you for the opportunity to comment and the Civic League is available to serve as a forum for

discussion and solutions on these future discussions.
Cheers,
Claudette Lajoie, PhD
Resident & President - Cape Charles Historic District Civic League

TOWN COUNCIL

Work Session

November 7, 2024

Cape Charles Civic Center

Immediately Following the Special Meeting

1. Call to Order:
   A. Roll Call

2. Items for Discussion:
   A. 2024 Draft Community Citizen's Survey
   B. Discussion of Recent Zoning Decisions & Possible Associated Zoning Code Changes

3. Adjournment

Memorandum

From: John Hozey, Town Manager
Date: November 7, 2024
To: Town Council
RE: 2024 Citizen's Survey

It's that time of year again when we finalize our annual Community Strategic Plan Citizen's Survey. This has become a very useful tool over the past four years to gauge the community's sentiment on issues of concern which then helps the Town prioritize its limited resources.

This annual survey is actually the first step in the budget development process each year. Its timing is critical to enable data to feed into the annual update of the Community Strategic Plan, which then feeds into the development of the annual budget.

We therefore release this survey every year around Thanksgiving and leave it open until just after New Years. Note that the first eight questions are the same every year. This enables us to gather demographic information and track resident satisfaction over time. Questions nine and ten are typically reserved for the timely issues of the year, which usually look forward to the upcoming year and seek community guidance on the development of our work plan for that year. Also of note, we've learned that with this survey, less is usually more; and that we get the best response by keeping the survey to no more than two pages. This also facilitates our ability to mail it out with our monthly billing.

In preparation for this year's release, I have prepared a draft survey for Council's review and comment. Working from the existing priorities in the current Strategic Plan, this draft survey focuses on gathering information necessary to continue working on those priorities.

I look forward to answering any questions and incorporating Council input during tonight's work session.

DRAFT DRAFT

Community Strategic Plan Citizen Survey - 2024

1. **Please choose the closest one that applies to you**:

____ Full-time resident living within the corporate limits of Cape Charles

____ Full-time resident within the town limits, who also owns additional property within the town limits

____ Resides in Northampton County but outside the corporate limits of Cape Charles

____ Owns property within the corporate limits of Cape Charles but maintains a primary residence outside of the town

____ Resides outside Northampton County but a frequent visitor to Cape Charles

2. **How long have you lived or owned property in Cape Charles**? _____ N/A

3. **Do you own a business in Cape Charles**? Yes _____ No _____

4. **Are you employed?** Circle the closest one that applies:

Full time part time retired between jobs prefer not to answer

5. **Is your employment based primarily from your home?** Yes _____ No _____ N/A

6. **Do you think Town public services are appropriate for a community of our size?**

Yes _____ No _____ (Please feel free to attach comments)

7. **Are you satisfied with the quality of Town public services?**

Yes _____ No _____ (Please feel free to attach comments)

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_____ Development of this area should strive to diversify our economy beyond tourism as much as possible (though it should not detract from existing tourism)

_____ The character of the current historic district and Mason Avenue should be replicated into this area where appropriate
_____ Open space, parks, or recreational areas should be included
_____ Continuation of the existing street pattern to the south should be considered
_____ ??_____??

What other ideas or concepts should be considered in the development of this area:

_____

_____

_____

_____

10. Other than the topic above, what will be the most pressing issue or need for the Town in 2025?

_____

_____

_____

_____

_____

11. What tools do you use to stay in touch with town happenings? Circle all that apply:

Facebook posts Gazette Nixle Town website Weekly staff reports Word of mouth

Watch meetings on Facebook Newspapers CC Happenings Mirror

Other _____

12. Your Name: _____

Street Address: _____

Email Address: _____

Note: anonymous surveys cannot be counted

May we contact you regarding this survey? Yes _____ No _____

Responses are due back to Town Hall no later than 2:00 pm, January 10, 2025
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An electronic version of this survey is also available on the Town's website

DRAFT

Memorandum

From: John Hozey, Town Manager
Date: November 7, 2024
To: Town Council
RE: Recent BZA Precedents

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The Town has three options when BZA appeal decisions create unwanted precedents:

1. Appeal the BZA decisions to the Circuit Court
2. Change the Zoning Ordinances to clarify the Council's intent regarding these matters
3. Do nothing and allow the precedents to stand

After consultation with the Town's attorney, I recommend option #2 regarding both decisions.

In the matter of the first appeal regarding the prosecution of work without appropriate advance review; the BZA did not focus on the correct issue, a procedural question. They instead focused on the merits of whether that specific work required HDRB review or not (typically the Zoning Administrator's decision). But in this case, the ZA never got the chance to rule on whether this work required HDRB review, because the applicant never came to the Town to ask for the ZA's interpretation.

Had the applicant followed our procedure and requested a zoning clearance in advance of the work, the ZA, after having the opportunity to review all the information, would have likely agreed that HDRB action was not required, and that the work could have been approved administratively.

But in this case, the applicant reviewed the ordinances on his own and decided unilaterally that the Town did not need to be contacted about this work. When the ZA was notified after the fact that the work had been done, and not knowing exactly what that work entailed, she issued a violation for not getting a zoning clearance before starting the work. It was that violation of procedure (not the question of minor work) that the applicant appealed to the BZA.

The Town Council has vested the authority to determine what is, or what is not, minor work in the ZA, not in the applicant. But by focusing on the work being done rather than the process not being followed, the BZA approval inadvertently vested that authority in the applicant; essentially upholding his right to work on his home based solely on his own interpretation of the ordinances.

The BZA simply got this one wrong; and as a result, any enforcement regarding work done in the historic district without first obtaining a zoning clearance has been suspended pending clarification of this issue with the Town Council.

If it is the Council's intent to allow each individual applicant to decide whether a zoning review is required or not, then no action is required. But if the Council still wants the ZA to make this determination, clarifying language needs to be inserted into the ordinances to remove any ambiguity. Once this clarification is made to these ordinances, it will nullify any unfortunate precedent the BZA may have inadvertently created in this case.

In the matter of the second appeal regarding the ability to store parked cars on vacant lots, the BZA reviewed the ordinances associated with this issue, and based primarily on their interpretation of the definition of parking lots in the ordinance, overruled the Zoning Administrator and approved the appeal.

Unlike the first appeal described above, the BZA focused on the correct issues and made the call as they saw fit. But this ruling creates a problem for the Town in that it is in contradiction to many other similar enforcement actions the Town has historically taken that were never appealed. Since the Zoning Administrator assumed her role, there have been 6 other similar cases of parking on vacant lots which were eventually cured as a result of a violation, resulting in the removal of the offending vehicles. This BZA ruling however, will stop all future similar enforcement actions.

Since parking has become an important topic of conversation recently, Town Council direction on this matter is requested. If the Council has no concern regarding the appearance of vehicles being stored on vacant lots in the historic district, then no action is required. But if the Council has any concerns with how this might impact the charm of the historic district, and perhaps would like to discuss some side rails or parameters regarding this issue, guidance is needed and clarifying language must be inserted into the ordinance describing the Council's intent.

One additional item also needs clarification, as it pertains to the assertion that in a Dillon Rule state, actions or uses not specifically authorized by zoning are prohibited. During deliberations of this appeal, some BZA members may have been under the mistaken impression that the opposite was true; that unless prohibited, uses are authorized. This is something that all BZA members must get right, and so if we are making text amendments to clarify other intentions, we should also clarify this important pretext of zoning.

TOWN COUNCIL
Work Session
Cape Charles Civic Center
November 7, 2024
Immediately Following the Regular Meeting

At 6:13 p.m. Vice Mayor Steve Bennett, having established a quorum, called to order the Special Meeting of the Cape Charles Town Council. In addition to Vice Mayor Bennett, in attendance were Councilmen Buchholz, Butta and Grossman, and Councilwoman Holloway. Mayor Charney was out of town and unable to attend. There was one vacant position on the Council. Also, in attendance were Town Manager John Hozey, Project Manager Bob Panek, Treasurer Marion Sofield, Planner/Zoning Administrator Katie Nunez, Zoning Compliance Officer Jack Steinmayer and Town Clerk Libby Hume. There were 7 members of the public physically in attendance.

Vice Mayor Bennett stated that the items for discussion were the 2024 community survey and recent decisions and possible associated zoning code changes.

A. *2024 Draft Community Strategic Plan Citizen Survey:*
John Hozey stated that it was time for the 2024 citizen survey. A draft of this year's survey was included in the agenda packet and the 2023 survey was distributed this evening. The plan was to get the survey finalized and distributed with the November trash billing. There would also be an electronic version. Both versions would have a due date in early January. The first 8 questions were the same every year to help track the demographics and trends.

Councilwoman Holloway asked if another question could be added, after question #5, asking the responder their age and provide age ranges. This was not currently asked and would be helpful to know. Councilman Buchholz agreed. John Hozey stated that it would be good to start collecting this data.

Councilwoman Holloway noted that question #7 regarding public services was too generic. She reviewed Ms. McMath's comments that were emailed to Council and made some notes. Maybe we could list the various departments. John Hozey agreed that it would be a good compromise.

Question #9: i) Councilwoman Holloway suggested changing it to have responders rank the items from 1 to 5 in importance, with 1 being the least important and 5 being the most important, adding that she felt that ranking would provide a better result since we needed to know the importance versus agreement to the statements. The other Council members agreed; ii) The fourth statement was changed to "*Continuation of the existing Historic District street pattern into the Harbor area should be considered*;" iii) The fifth item was added to state "*A percentage of affordable housing should be factored in*."

Question #10: There was much discussion about this question. Councilman Butta suggested listing some items from the Strategic Plan Appendix A – Comprehensive Plan Summary of Objectives and Strategies and have the responders check 5 items that they would prefer the Town focus upon. Councilwoman Holloway agreed, adding that it was best to provide choices for the responders to choose from. Council proceeded to review the list on Appendix A and chose the following to include on the survey: encourage workforce housing; seek healthy balance of residents & tourists; promote and expand business; enhance walkability; increase parking; promote coastal resiliency, and create multi-use recreation field.

Question #11: Councilwoman Holloway suggested having the responders rank the communication options and suggested adding e-Notifications to the list. Councilman Grossman agreed, adding that having them circled just provided numbers.

It was suggested that the statement at the bottom of the survey, related to the electronic version, be moved to the top of the survey since responders needed to know about the electronic version and where to find it before they began completing the hard copy version.

John Hozey stated that he would make the changes discussed this evening and get the survey back out to Council for review.

B. *Discussion of Recent Zoning Decisions & Possible Associated Zoning Code Changes*:
John Hozey stated that there had been two instances where the Board of Zoning Appeals (BZA) created unintended consequences in the form of a precedent. The BZA should have focused on the process, but they weighed in on the work done rather than the process.

First Appeal: The appellant did not come to Town asking about the process to perform work on their house. When the Town found out about the work, a violation was issued because the process was not followed. The BZA shifted the authority to decide whether a review by the zoning administrator was needed.

There was discussion as follows: i) Vice Mayor Bennett stated that we did not want citizens deciding to approve their work but he felt the list of fees were onerous and the costs prohibitive, so residents began making their own choices for work needing to be done on their homes; ii) John Hozey agreed that the applicant was trying to avoid paying the fee and read the ordinance themselves. The fees charged by the Town were substantially similar to other jurisdictions. We only had so much staff available for this so there should be a fee, and our fees were not outrageous; iii) Councilwoman Holloway felt that citizens did not do this intentionally and she felt that we stopped giving warnings and jumped immediately into reprimanding or penalizing our citizens. The small town character and charm reflected how we treated each other. When a resident wanted to follow the process correctly and they found the amount of the fees were more than the repair, they no longer wanted to do the necessary maintenance or repairs. She asked whether the Town had a system for notifying residents in violation. John Hozey stated that there was no way to warn an individual if they did not come in to inquire about the process. If they came in, staff would be able to explain the process and the individual would pay a review fee, not a penalty; iv) Councilman Buchholz noted that the 2 resolutions of intent which were adopted earlier this evening should have been done over a year ago. We all slip up so if someone did some work on their house without prior review by staff, we needed to bring them in to go over the process and guide them, then assess a review fee, not a penalty; v) Councilman Grossman stated that this conversation needed to come back to the reason why every change needed to go through the zoning administrator and asked why citizens could not perform simple repairs to their homes. He passed around photos of his shed which was behind the Town Hall. Under one of the window sills, the wood was rotting. The left side was the same about 5 years ago. He cut out the rotten wood, replaced it and painted it. Did this have to go through an approval cycle for him to make the repair? It should not. It was not clear to him why everything needed to go to zoning. Did we expect a pane of glass to have to go through an approval cycle? He did not think so. He added that the procedural steps needed to be written into the ordinance. Councilwoman Holloway agreed, adding that making everything go through zoning, discouraged the residents from doing anything. Councilman Grossman suggested a list of repair items that would be permitted without zoning approval and include the process if the resident was caught changing materials, etc.; vi) Councilman Grossman stated that the zoning ordinance needed to be changed for clarification (#2 on John Hozey's memo – attached). The current language in the zoning ordinance did not state that everything needed to go through the zoning administrator. If we were going to require

all external work to go through the zoning process for approval, we needed to make it crystal clear. John Hozey agreed and stated that staff would develop a list of items that did and did not require zoning approval and bring it back for Council review; v) Katie Nunez stated that the fees could be reexamined and added that her department encouraged everyone to put as much into their application as possible to reduce the amount of fees. She asked for specific examples of repeated fees so she could review it. She asked for direction regarding the fees and/or tiers, adding that the penalty fee was imposed last year due to the increasing number of after-the-fact approvals. Why would anyone want to ask for permission to do anything in advance if they could do the work, then ask for an after-the-fact approved if they got caught. Why have a Historic District Review Board if prior approval was not necessary?

Second Appeal: The appellant had a bus parked on a vacant lot. The Town had tried not to have vehicles parked on vacant lots, but the BZA's decision now allowed it. Perhaps the Town could allow parking on vacant lots as long as the vehicles were registered and with appropriate screening to limit visibility from the street. The Town did not want a junk yard within the town limits.

There was discussion as follows: i) Vice Mayor Bennett expressed his opposition to allow any type of vehicle to be parked on vacant lots; ii) John Hozey stated that the Town had an ordinance that an RV could not be parked on the street; iii) Councilman Grossman stated that he had 2 lots, and he parked his golf cart on the second lot. John Hozey stated that parking was permited as an accessory use for a developed property. Councilman Grossman noted that his second lot was considered a vacant lot as it had not been developed. Katie Nunez explained that Councilman Grossman's 2 lots had common ownership, adding that the subject lot of the appeal was separated from the appellant's other lot by an alley which was a public road; iv) Councilman Buchholz stated his opinion that as long as the vehicle was registered, with a current state inspection which would determine whether it was operational, the property owner should be able to park their vehicle on the lot. Vehicles owned by other parties should not be allowed. He added that in his opinion, two lots with an alley between them should be considered as adjacent. We were being too restrictive. John Hozey agreed that, since the Town had a parking issue, if the owner of a vacant lot wanted to park their own, currently registered vehicle, on the lot, it would be permissible; v) Katie Nunez noted that we currently restricted parking in front yards. John Hozey stated that we could add a set back for parking on vacant lots for vehicles registered, inspected and owned by the property owner. Councilman Grossman and Councilwoman Holloway expressed their support of this.

John Hozey stated that staff would draft a text amendment clarifying parking and zoning administrator reviews and present it for Council review.

Councilman Butta stated that if the BZA was granting multiple variances for the same issues, then we needed to review and change the ordinance. Katie Nunez added that the BZA was not being inundated with variance requests. She provided an annual report of all BZA actions to the Town Council, If Council saw something repeatedly, then they could direct the Planning Commission to change the ordinance.

Councilman Grossman asked that the resolution be brought forward along with the recommendations so Council could direct the Planning Commission to make the necessary changes.

There was no further discussion.

John Hozey stated that as a Dillon rule state, we only had the authority granted to us by the state. In zoning, if a use was not expressly authorized, it was prohibited. The BZA may have

misunderstood this, and we could not have that type of confusion. He would have this clarified in the ordinance as well.

Motion made by Councilman Grossman, seconded by Councilman Buchholz, to adjourn the Town Council Work Session. The motion was approved by unanimous vote.

The Town Hall Meeting was adjourned at 7:29 p.m.

Vice Mayor Bennett

Town Clerk

DRAFT DRAFT

Community Strategic Plan Citizen Survey - 2024

1. **Please choose the closest one that applies to you:**

____ Full-time resident living within the corporate limits of Cape Charles

____ Full-time resident within the town limits, who also owns additional property within the town limits

____ Resides in Northampton County but outside the corporate limits of Cape Charles

____ Owns property within the corporate limits of Cape Charles but maintains a primary residence outside of the town

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2. **How long have you lived or owned property in Cape Charles?** _____ N/A

3. **Do you own a business in Cape Charles?** Yes _____ No _____

4. **Are you employed?** Circle the closest one that applies:

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5. **Is your employment based primarily from your home?** Yes _____ No _____ N/A

6. **Do you think Town public services are appropriate for a community of our size?**

Yes _____ No _____ (Please feel free to attach comments)

7. **Are you satisfied with the quality of Town public services?**

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_____ Development of this area should strive to diversify our economy beyond tourism as much as possible (though it should not detract from existing tourism)

_____ The character of the current historic district and Mason Avenue should be replicated into this area where appropriate
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_____ Continuation of the existing street pattern to the south should be considered
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What other ideas or concepts should be considered in the development of this area:

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10. Other than the topic above, what will be the most pressing issue or need for the Town in 2025?

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DRAFT

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Appendix A
Cape Charles Comprehensive Plan Summary of Objectives and Strategies

A) Housing

1. Pursue additional supply and diversity of housing
2. Encourage workforce housing
3. Participate in Housing Finance Programs
4. Promote manufactured housing
5. Address STR impacts on housing

B) Economy

1. Seek healthy balance - residents & tourists
2. Attract families with children
3. Strengthen household economic wellbeing
4. Promote and expand business
5. Promote diverse economic benefits for the harbor
6. Expand local manufacturing base
7. Promote traditional water based economic activities
8. Study chains of activities
9. Identify placemaking opportunities
10. Update Bay Creek Planned Unit Development (PUD)

C) Transportation

1. Reduce traffic congestion
2. Enhance walkability
3. Maintain safe golf cart operations
4. Increase parking
5. Identify and maintain alleys and easements
6. Promote affordable public transportation
7. Complete multi-use path between historic district, harbor, and Bay Creek
8. Intergrade harbor area with other trail/path networks
9. Support Rails to Trails

D) Environment

1. Enhance Chesapeake Bay water quality
2. Promote strong aesthetics and limit litter
3. Ensure high quality drinking water
4. Maintain long-term viability of beach and harbor
5. Promote coastal resiliency
6. Protect wetlands
7. Implement Coastal Resources Management guidance
8. Develop recommendations to improve resiliency to storm events
9. Assess feasibility of recycling
10. Protect and promote tree canopy
11. Evaluate I&I to sewer

E) Facilities & Services

1. Pursue amenities for town facilities
2. Create modernized municipal facilities
3. Create multi-use recreation field
4. Ensure effective water & sewer utilities
5. Develop policy for paying for facility expansions
6. Develop proffer policy to pay for impacts of future developments
7. Pursue arts, public events, etc.

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Memorandum

From: John Hozey, Town Manager
Date: November 7, 2024
To: Town Council
RE: Recent BZA Precedents

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	Agenda Title:	**Agenda Date:**
	Community Development Block Grant	August 21, 2025
	Subject/Proposal/Request:	
	Approval of Contract(s) with the Berkley Group for planning services for Harbor/Railroad Master Plan	
Town of Cape Charles	**Attachments:**	**For Council:**
	1. Contract with Berkley Group 2. Work Order 1 – Site Assessment -Engagement-Strategic Planning 3. Work Order 2 – Master Plan 4. Work Order 3 - On Call Zoning Services	Action: X Information:
	Staff Contact(s):	**Reviewed by:**
	Katie Nunez, Director of Planning and Zoning Administrator	Rick Keuroglian, Town Manager

Background:

In the Planning Department budget Account #100-4811-3410, $95,000 is budgeted for Management Consulting, specifically for Harbor/Railroad Master Planning for Fiscal Year 2026.

Please note that this same amount of $95,000 was budgeted for Fiscal Year 2025 but was not utilized since we were unable to start that work due to other departmental work commitments. As the Town closes its financial books for FY2025, this money will be included in the undesignated fund balance to the General Fund as funds unspent and could be a source of funding through a mid-year budget appropriation request.

Based upon the Town Council meeting discussion of July 17, 2025 and August 7, 2025, I have worked with the Berkley Group to refine the scope of work envisioned.

Item Specifics:

Enclosed please find the general contract with the Berkley Group and three potential Work Orders for Town Council consideration. At this time, there is available funding of $95,000 in the Planning Department budget; however, the total cost for Work Order 1 of $67,306.05 and Work Order 2 is $73,851.75; together this totals $141,157.80 which exceeds the current budget allotment. Additionally, Work Order 3 is a task based funding obligation for any grant applications that we request the Berkley Group to complete on our behalf.

Recommendation: Town Council review is requested of the 3 Work Orders and discussion and approval is sought:

1. To award Work Order 2 in the amount of $73,851.75
2. To award Work Order 3 for On Call Zoning Services
3. To direct staff to prepare a mid-year budget appropriation request that would fund Work Order 1.

AGREEMENT BETWEEN
BERKLEY GROUP, LLC AND
TOWN OF CAPE CHARLES, VIRGINIA FOR
ON CALL CONSULTING SERVICES

This Agreement entered into on this ____ day of _____, 20__ by and between Berkley Group, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, having offices at P.O. Box 181, Bridgewater, Virginia 22812 (Federal EIN # 273021021), and hereafter called "Berkley Group", and the Town of Cape Charles, a political subdivision of the Commonwealth of Virginia, having its administrative office at 2 Plum Street, Cape Charles, Virginia 23310, and hereafter called "the Client".

WITNESSETH:

WHEREAS, the Client desires to retain the services of the Berkley Group to perform on call consulting services, and

WHEREAS, Berkley Group desires to provide the Client with such services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

WHEREAS, pursuant to Virginia Code Section 2.2-4304, Cooperative procurement, Any public body may participate in, sponsor, conduct, or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, or the U.S. General Services Administration, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. A public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies;

WHEREAS, the GEORGE WASHINGTON REGIONAL COMMISSION issued a request for proposals as a cooperative procurement for other public bodies for nonprofessional services, for which Berkley Group was awarded the contract;

WHEREAS, the Client desires to participate in said cooperative procurement agreement to obtain certain on call consulting services; and

NOW, THEREFORE, the parties do mutually agree as follows:

SECTION 1. STATEMENT/SCOPE OF WORK.

A. Berkley Group will provide services to Client once issued individual Work Orders for each task assigned constituting the Scope of Services ("Scope of Services"/ "Services") as set forth in this Agreement.

B. Berkley Group will use both its staff and independent contractors it engages (the "Subcontractors") to provide the Services to Client.

C. Berkley Group and its Subcontractors are and shall remain independent contractors with respect to the Client in their provision of the Services under this Agreement.

SECTION 2. COMPENSATION, METHOD OF PAYMENT, TIME OF PERFORMANCE AND TERMINATION.

A. ***Compensation***. Client shall compensate Berkley Group for the Services performed based upon the terms described within the Fee Schedule plus an indirect cost rate for overhead as specified in each task order ("Compensation"). For interim staff assignments, the parties agree to increase the Compensation by three percent (3%) per cent on an annual basis to coincide with the Client's fiscal year.

B. ***Payment to the Berkley Group***. Client shall pay Berkley Group for the Services performed as set forth in the payment schedule for each Work Order. All invoices shall be due within thirty (30) days of the invoice date. Payments later than sixty (60) days shall be subject to a fifteen percent (15%) late charge fee.

C. ***Time of Performance.*** Berkley Group shall commence performance of the Services on _____ and shall continue such performance through _____ ("Term"). The Term shall automatically renew each year for up to five (5) years and may thereafter be extended for additional periods by written agreement of the parties pursuant to Section 6 of this Agreement but shall remain subject to termination for non-appropriation of funding.

D. ***Termination for Convenience.*** Either the Client or Berkley Group may terminate this Agreement at any time, by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before such effective date.

(1) In the event of termination, all finished and unfinished documents and other materials produced by Berkley Group specifically for the Client shall become the property of the Client.

(2) In the event of termination, Berkley Group shall be paid for the Services performed up to the effective date of termination. For any incomplete services, the Client will provide Berkley Group with compensation equivalent to 80% of the total executed Work Order value for the assigned task. Upon request, the Berkley Group will provide the Client with documentation of the Services performed up to the effective date of termination.

(3) Termination for non-appropriation of funds by the Client shall be made pursuant to this section.

E. ***Termination for Breach*****.** The Client or Berkley Group may terminate this Agreement for a material breach of the terms of this Agreement by giving written notice to the other party of such termination specifying the effective date thereof, at least 15 days before such effective date. The notice shall set forth the nature of the breach of the Agreement.

(1) In the event of termination of this Agreement by the Client pursuant to this Section 2.E., Berkley Group shall be paid for Services performed up to the

effective date of such termination in accordance with the manner of performance set forth in the Agreement. If it is later determined by Berkley Group that Berkley Group had an excusable reason for not performing, such as natural disasters, pandemics, or other events that are beyond the control of Berkley Group, the parties may agree for the Berkley Group to continue to provide the Services under this Agreement.

(2) After receipt of written notice from the Client setting forth the nature of such breach pursuant to this Section 2.E., Berkley Group may request, and the Client may agree, to provide Berkley Group time to remedy any breach or default to the satisfaction of Client. If the Client does not agree to allow Berkley Group to remedy the breach, Berkley Group shall have the right to immediately cease providing Services and receive Compensation earned for all Services rendered through the final date that the Services are rendered by Berkley Group.

SECTION 3. RESPONSIBILITIES OF THE BERKLEY GROUP.

A. Berkley Group agrees to use the records and information gathered or otherwise used pursuant to this Agreement for the advancement of the interests of Client, and as further provided in Section 5.D. of this Agreement.

B. Berkley Group will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.

C. Berkley Group, its staff and Subcontractors shall comply with Client's standards for acceptable workplace conduct and safety, and shall at all times conduct themselves in a professional manner.

D. Berkley Group and its Subcontractors shall maintain commercial general liability insurance to cover their actions or omissions. Upon request, shall provide the Client with evidence of such insurance.

E. Berkley Group shall perform in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and the Berkley Group shall obtain all permits or permissions required to comply with such laws, rules or regulations.

SECTION 4. RESPONSIBILITIES OF THE CLIENT.

A. Without charge to Berkley Group, Client agrees to provide all policies, information, communications, records, data, information and forms which are available to the Client and needed by Berkley Group in order to perform the Services, and not to include any confidential files or documents subject to confidentiality laws.

B. The Client shall communicate any concerns about Berkley Group staff or Subcontractor performance to Berkley Group representative set forth in Section 5, unless otherwise specifically set forth within the Scope of Services.

C. For interim or on-going staff assignments, the Client shall defend Berkley Group and its respective staff or Subcontractor in any legal proceedings by a third party arising out of the performance of duties on behalf of the Client.

D. The Client agrees not to hire staff of Berkley Group as Client's own employee during the Term of this Agreement, and for six (6) months following termination of this Agreement.

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

Client's representative shall be:

Name:
Title:
Phone Number:
email:

Berkley Group's representative shall be:
Andrew D. Williams
Chief Executive Officer
540-560-2202
drew@bgllc.net

B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with the applicable, required contractual provisions set forth in the Client's purchasing or procurement regulations in effect at the time of this Agreement, including the Virginia Public Procurement Act, Va. Code §§ 2.2-4300, *et seq*., ; Va. Code § 2.2-4310 and –4311 (nondiscrimination); Va. Code § 2.2-4311.1 (immigration); and Va. Code § 2.2-4312 (drug free workplace), which provisions are incorporated herein by reference.

C. ***Contractual.*** Disputes with respect to this Agreement shall be governed by Va. Code § 2.2-4363 and all similar provisions in Client's purchasing or procurement regulations.

D. ***Ownership and Status of Documents.***

(1) All documents prepared by Berkley Group specifically for the Client shall become the property of the Client upon completion of Services, or the earlier termination of this Agreement. Berkley Group shall have the right to retain appropriate copies of all such documents for its records upon client's approval, and to reuse any template documents which it prepared for the Client. All materials, including without limitation, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (collectively referred to as the "Materials"), which are furnished to Berkley Group by Client or which are developed in the process of performing the Services, or embody or relate to the Services, are the property of Client, and shall be returned by Berkley Group to Client promptly

at Client's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason.

(2) Records prepared by Berkley Group specifically for the Client shall be kept confidential by Berkley Group until released or approved for release by the Client. Berkley Group will cooperate with the Client in complying with the requirements of § 2.2-4342 VA Code Ann. and any requirements of the Virginia Freedom of Information Act applicable to such records.

(3) Berkley Group shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the Client upon written request.

SECTION 6. CHANGES TO AGREEMENT.

A. Any modification or change to this Agreement must be set forth in a written Addendum to this Agreement and signed by authorized representatives of both parties.

B. The parties hereto may, from time to time, propose changes in the attached Scope of services or in Berkley Group's performance requirements. Such changes must be mutually agreed upon by the parties in writing and signed by the authorized representatives of both parties.

SECTION 7. MISCELLANEOUS PROVISIONS.

A. Protection of Confidential Information. Berkley Group agrees that at all times during or subsequent to the performance of the Services, Berkley Group will keep confidential and not divulge, communicate, or use Client's Information, except for the Berkley Group's own use during the Term of this Agreement to the extent necessary to perform the Services. Berkley Group further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Client's Information from Client's principal place of business, without prior written approval of Client.

B. Hold Harmless. Berkley Group hereby indemnifies and holds harmless the Client, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses, provided that such damages, claims, liabilities, costs, including reasonable attorney's fees, or losses, must be attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property which may in any way arise from the negligent acts, errors, or omissions of Berkley Group and its Subcontractors, and which arise out of Berkley Group's performance of its professional services under this Agreement, or any breach or alleged breach by Berkley Group of this Agreement, including the warranties set forth herein ("Loss"). Berkley Group's indemnification obligations under this clause shall not extend to claims or liabilities arising from the Client's negligence, gross

negligence, willful misconduct, or breach of this Agreement. The parties agree that Berkley Group's indemnification obligations shall not exceed the monetary amount paid by the Client for Berkley Group's services rendered. The parties further agree that Berkley Group's obligation to indemnify any Loss under this Agreement shall not arise until liability for such Loss has been determined by a court of competent jurisdiction, or by mutual agreement of the parties. The obligations and rights of indemnification under this clause shall survive the termination or expiration of this Agreement.

C. Taxes. The Client shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Berkley Group or any other person consulted or employed by Berkley Group in performing Services under this Agreement. All such costs shall be Berkley Group's responsibility.

D. Jurisdiction and Venue. This Agreement shall be construed pursuant to the laws of the Commonwealth of Virginia without regard to conflict of laws provisions. The parties agree to submit to the exclusive jurisdiction and venue of the Circuit Court of the County of Rockingham, Virginia, or the United States District Court, Western District, Harrisonburg Division, over any action, suit, or proceeding arising out of or relating to this Agreement, and the parties irrevocably submit to the jurisdiction of such courts for any such action, suit, or proceeding. Severability. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

E. Waiver. Any waiver of a default under this Agreement must be made in writing signed by the waiving Party and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

F. Successors and Assigns. To the extent permitted by state law, Berkley Group may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of Employer. The Client may not assign this Agreement or any part hereof without the prior written consent of Berkley Group. Any purported assignment by the Client shall be null and void from the initial date of such purported assignment.

G. Attorney's Fees. In the event any party initiates any proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs.

H. Headings; Recitals. Headings of the sections and paragraphs of this Agreement are intended solely for convenience of the parties, and no provision of this Agreement is

to be construed by reference to the caption or heading of any section or paragraph. The recitals of this Agreement are hereby incorporated into this Agreement as if restated herein.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

{{ SIGNATURE PAGES TO FOLLOW }}

Berkley Group and Client hereby agree to the terms of this Agreement by signing below.

FOR TOWN OF CAPE CHARLES, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA

_____ Date: _____
Signature

FOR BERKLEY GROUP, LLC

_____
Darren K. Coffey, Principal

_____
Andrew D. Williams, CEO

Date: _____

August 12, 2025

Town of Cape Charles
Attn: Rick Keuroglian
2 Plum Street
Cape Charles, VA 23310

RE: Work Order 1: Site Assessment, Engagement, and Strategic Planning

Dear Mr. Keuroglian:

Berkley Group is pleased to present the associated scope and fee to the Town of Cape Charles to provide a site assessment and associated market study, public engagement, and facilitated strategic planning services for a 52-acre site.

If you have any questions or need additional information, please feel free to contact me at any time.

Sincerely,

Andrew D. Williams
Chief Executive Officer

I have reviewed the scope and fee for the associated work order, and I hereby give the consultant notice to proceed for the work described herein.

_____ _____

Mr. Keuroglian, Town Manager Date

I. SCOPE OF SERVICES

Berkley Group will provide Site Assessment, Engagement, and Strategic Planning services to the Town of Cape Charles, focusing on a 52-acre former railyard site located in the Town; the site subject to the Scope of Services consists of parcels 83A3-A-9 (42 acres) and a portion of parcel 90-A-9 excluding the trail area and parking (10 acres). The principal objectives of these services are to assess the general conditions and development viability of the property, determine public perspectives regarding the future use and development of the property, and to inform and identify Town interest in the future use and potential acquisition of the property.

Specific project phases and tasks are as follows:

Phase 1 - Project Management, Initiation & Data Collection

Task 1.1 - Project Management

Berkley Group will manage the project and subconsultants, and coordinate with Town staff regularly and as needed to collect input and information related to the project. This scope assumes any project management meetings will be conducted virtually/remotely. Project meetings with Town staff will occur virtually; a total of up to thirty (30) minutes per week is allocated for these meetings, which may be scheduled weekly, biweekly, or as needed depending on the project needs and availability, with one (1) thirty (30) minute meeting anticipated to occur weekly or biweekly during the duration of the project.

Task 1.2 - Kickoff Meeting

Berkley Group will conduct an initial virtual meeting with Town staff to (1) review project scope, goals, expectations, deliverables, (2) identify key personnel for project coordination and establish communication protocols, and (3) planning for public engagement.

Task 1.3 - Site Assessment and Site Visit

Berkley Group will collect, review, and analyze land use, planning, and zoning documents applicable to the property and immediately surrounding area. Berkley Group and relevant subconsultants will conduct a site visit of the property and surrounding area. Town staff will assist in the site visit, providing details on points of interest including brown field and infrastructure locations. Task deliverables will include a memo/report summarizing the assessment of the site.

Task 1.4 - Technical Assessment and Mapping

Berkley Group, through subconsultant Collins Engineering, will collect, assess, and/or develop GIS/topographic data, infrastructure data, site surveys and base maps. Site mapping will be conducted utilizing existing Esri-compatible map data provided by the Town, and Virginia Geographic Information Network. Base maps will incorporate aerial imagery, topography, existing survey data, identified and known site features and constraints, and apply current zoning setbacks and similar regulations. Task deliverables will include mapping to be included in the Task 1.3 memo/report summarizing the assessment of the site.

Task 1.5 - Market Assessment

Based upon preceding tasks, Berkley Group, through subconsultant Rural Resilience Advisors, will conduct a market assessment for up to 4 sectors. The market assessment will align the site's characteristics with appropriate markets through data analysis and best practice examples. The market assessment may be used to support and inform about development potential for the property.

Phase 2 - Public Engagement

Task 2.1 - Public Engagement Event

Berkley Group will facilitate up to one (1) public engagement event. The event may be performed in a workshop or open house style. The event will include an overview of the subject property and information collected as part of preceding tasks, and exercises to allow for public input concerning the use and development of the property. The Town will advertise and promote the event; coordinate logistics, set up, and printing of small format materials; and provide staff support. Berkley Group will provide content for digital and print flyers, and digital content for small format materials. Berkley Group will provide large format display boards for the community engagement. Task deliverables will include a report/memo summarizing engagement results.

Phase 3 - Report & Strategic Planning

Task 3.1 – Site Assessment & Engagement Report

Berkley Group will develop a final report based upon previous project tasks reports/memos, summarizing the assessment of the property and public engagement. The report will make preliminary recommendations for future planning efforts for the property.

Task 3.2 – Town Council Session(s)

Berkley Group, with participation by subconsultant Rural Resilience Advisors and Eldon James & Associates, Inc., will conduct up to two (2) facilitated, strategic decision-making process sessions with Town Council. Sessions will review the site assessment and engagement report and will be supported by professional executive level staff experienced in strategic planning, facilitation, public acquisition of property, public finances, planning and land use, and economic development. One or both sessions are anticipated to occur in closed session due to the nature of real property negotiations.

II. ASSUMPTIONS

The following assumptions shall apply to services:

1. **Initiation:** The Town will provide up-to-date copies of the current Comprehensive Plan, Zoning and Subdivision Ordinance, and maps in original format (.pdf, .docx, or Esri-compatible GIS, as applicable). The Town will also identify and provide relevant supporting documents and map layers to be considered during site analysis and review.
2. **Contact Person:** The Town will provide a single contact staff that will serve as project manager on behalf of the locality and be responsible for collecting data and resources, serving as liaison to local officials and the public, and transmitting information to the Berkley Group.
3. **Meetings/Coordination with Staff:** If the project schedule is extended, project meetings (one 30-minute meeting weekly) will be charged based on hourly rates for each staff by position unless a work order amendment occurs.
4. **Meeting Cancellations:** Meetings and work sessions cancelled with notice of less than five (5) business days will be counted toward the scoped work sessions, and the client will be charged for the preparation hours for the cancelled meeting.
5. **Indirect Fee:** The indirect fees include display boards, meals, travel, and lodging associated with the scoped meetings. Costs for printed copies of reports or plans are not included in the fee estimate. If hard copies are desired, the fee for professional printing will be invoiced separately to the Town.
6. **Completion:** If project completion is delayed beyond 60 days due to lack of client responsiveness, indecision, or failure to complete required tasks, Berkley Group reserves the right to consider the project substantially complete, issue final billing and close out the

contract. Additional tasks may be completed under a new agreement or amendm mutual agreement of both parties.

7. **Optional Services:** Optional services may be added with written authorization from the locality and subject to the following assumptions:
   A. **Additional public outreach or open house meetings**: Assumptions for public outreach meetings apply.
   B. **Public Surveys** (e.g., town-wide, businesses, visitors).
   C. **Additional Work Session/ Meeting**: Assumptions for meetings apply.

III. SCHEDULE

Berkley Group proposes to perform the tasks included in the Scope of Services according to the schedule outlined below. This schedule is predicated on the assistance of Town staff in providing timely documentation, guidance, and scheduling of necessary meetings and work sessions. If the Town fails to provide internal data and information in a timely manner, requests additional time or rescheduling of meetings, this may result in unanticipated project or deliverable delays as Berkley Group accommodates existing project commitments and schedules. If this occurs, a new schedule will be provided.

PROJECT TIMELINE						
Phase	#	Task Description	2025			
			September	October	November	December
Phase 1 - Project Management, Initiation & Data Collection	1.1	Project Management	V	V	V	V
	1.2	Kickoff Meeting	V			
	1.3	Site Assessment and Site Visit	X			
	1.4	Technical Assessment and Mapping				
	1.5	Market Assessment				
Phase 2 - Public Engagement	2.1	Public Engagement Event			X	
Phase 3 - Report & Strategic Planning	3.1	Site Assessment & Engagement Report				
	3.2	Town Council Session(s)				
X = In-Person Attendance; V = Virtual Attendance						

IV. FEE

The lump sum fee for offered Scope of Services is $67,306.05. The fee will not increase unless there is a written, mutually agreed upon change to the Scope of Services. If additional services are desired, they can be provided for an additional fee. Fees for service will be invoiced monthly.

Phase	Task	Task Description	Total Cost
Phase 1 - Project Management, Initiation & Data Collection	**1.1**	Project Management	$3,940.00
	1.2	Kickoff Meeting	$900.00
	1.3	Site Assessment and Site Visit	$2,890.00
	1.4	Technical Assessment and Mapping	$4,900.00
	1.5	Market Assessment	$30,000.00
Phase 2 - Public Engagement	**2.1**	Public Engagement Event	$2,760.00
Phase 3 - Report & Strategic Planning	**3.1**	Site Assessment & Engagement Report	$1,375.00
	3.2	Town Council Session(s)	$17,336.00
		Subtotal	**$64,101.00**
		Non-direct expenses including, but not limited to, travel, printing, supplies, etc. (5% of project cost)	$3,205.05
		TOTAL	**$67,306.05**

If this Work Order is not signed within 30 days, the offered Work Order and Scope of Services expires, and Berkley Group may propose a new work order, fee and schedule.

August 12, 2025

Town of Cape Charles
Attn: Rick Keuroglian
2 Plum Street
Cape Charles, VA 23310

RE: Work Order 2: Harbor Area Master Plan Development

Dear Mr. Keuroglian:

Berkley Group is pleased to present the associated scope and fee to the Town of Cape Charles for Master Plan Development for the Town's Harbor Area, to include specific focus on a 52-acre site.

If you have any questions or need additional information, please feel free to contact me at any time.

Sincerely,

Andrew D. Williams
Chief Executive Officer

I have reviewed the scope and fee for the associated work order, and I hereby give the consultant notice to proceed for the work described herein.

_____ _____

Mr. Keuroglian, Town Manager Date

I. SCOPE OF SERVICES

Berkley Group will provide Master Plan Development services to the Town of Cape Charles for the Town's Harbor Area (generally the area and parcels immediately adjacent to Cape Charles Harbor; "the Harbor Area"), with specific focus on a 52-acre former railyard site consisting of parcels 83A3-A-9 (42 acres) and a portion of parcel 90-A-9 excluding the trail area and parking (10 acres) ("the Railyard Site").

Specific project phases and tasks are as follows:

Phase 1 - Project Management; Preliminary Concepts

Task 1.1 - Project Management

Berkley Group will manage the project and subconsultants, and coordinate with Town staff regularly and as needed to collect input and information related to the project. This scope assumes any project management meetings will be conducted virtually/remotely. Project meetings with Town staff will occur virtually; a total of up to thirty (30) minutes per week is allocated for these meetings, which may be scheduled weekly, biweekly, or as needed depending on the project needs and availability.

Task 1.2 - Town Council Kick-off/Interview Session

Berkley Group will conduct an in-person kick-off and interview session with Town Council as an opportunity for the Town Council to share their goals, objectives, and perspectives with regard to the Harbor Area Master Plan and consideration of the Railyard Site.

Task 1.3 - Steering Committee Kick-off Meeting

Berkley Group will conduct an in-person kick-off with the Steering Committee. The kick-off will focus on the scope of the project, direction from Town Council, a review of the Railyard Site assessment, public engagement refinement, and discussion of the Harbor Area and Railyard Site.

Task 1.4 - Railyard Site Preliminary Concepts

For the Railyard Site, Berkley Group, through subconsultants Collins Engineering and Design Develop, will develop conceptual site mapping, to include potential site layout with base engineering for structures, roads, and pedestrian paths and visualizations and renderings showing conceptual building design and perspective renderings with scale, massing, architectural character, and streetscape interaction.

Task 1.5 - Steering Committee Meeting (#2, Virtual)

Berkley Group will meet virtually with the Steering Committee to review preliminary concepts for the Railyard Site, discuss land use and development objectives and goals for the Railyard Site and Harbor Area, and planning for public engagement.

Phase 2 – Plan & Concept Development; Public Engagement

Task 2.1 - Public Engagement Event (#1)

Berkley Group will facilitate a public engagement event. The event may be performed in a workshop or open house style. The event will include an overview of the Harbor Area and Railyard Site and exercises to allow for public input concerning the land use and development of the Harbor Area and Railyard Site. Engagement exercises will be planned to elicit public desires and preferences, and understanding and confirmation of themes, areas of interest and concern for the general Harbor Area and the specific Railyard Site, along with public reactions to preliminary concepts developed for the Railyard Site. The Town will advertise and promote the event; coordinate logistics, set up, and printing of small format materials; and provide staff support. Berkley Group will provide content for digital

and print flyers, and digital content for small format materials. Berkley Group will provide large format display boards for the community engagement.

Task 2.2 - Draft Master Plan Development
Berkley Group will begin plan drafting, develop the outline of the plan, themes, and high-level design.

Task 2.3 - Refinement of Railyard Site Concepts
For the Railyard Site, Berkley Group, through subconsultants Collins Engineering and Design Develop, will refine preliminary concepts, and develop concepts for streetscape, signage, and landscaping.

Phase 3 – Final Recommendations, Concepts & Plan Adoption

Task 3.1 - Steering Committee Meeting (#3, Virtual)
Berkley Group will meet virtually with the Town Steering Committee to review public engagement and receive direction on final concepts and plan content.

Task 3.2 - Finalization of Railyard Site Concepts
For the Railyard Site, Berkley Group, through subconsultants Collins Engineering and Design Develop, will finalize developed plan concepts.

Task 3.3 - Plan Drafting
Berkley Group will develop a final draft of the plan document for the Master Plan, to include identified strategies and implementation plan.

Task 3.4 - Steering Committee Meeting (#4, Virtual)
Berkley Group will meet virtually with the Town Steering Committee, the final meeting of the Steering Committee, to allow the Committee to comment on the final draft of the plan document and make a recommendation on the plan document.

Task 3.5 - Public Engagement Event (#2)
Berkley Group will facilitate a public engagement event. The event may be performed in a workshop or open house style. The event will include the presentation of the final plan and concepts for public comment and feedback. The Town will advertise and promote the event; coordinate logistics, set up, and printing of small format materials; and provide staff support. Berkley Group will provide content for digital and print flyers, and digital content for small format materials. Berkley Group will provide large format display boards for the community engagement.

Task 3.6 - Plan Adoption
Berkley Group will participate in a meeting of the Town Council or joint meeting of the Planning Commission and Town Council to present the final plan for adoption.

Task 3.7 - Final Deliverable
Based upon final adoption, Berkley Group develop a final digital version (PDF) of the Master Plan document and transmit this to the Town.

II. ASSUMPTIONS

The following assumptions shall apply to services:

1. **Initiation:** The Town will provide up-to-date copies of the current Comprehensive Plan, Zoning and Subdivision Ordinance, and maps in original format (.pdf, .docx, or Esri-

compatible GIS, as applicable). The Town will also identify and provide relevant supporting documents and map layers to be considered during site analysis and review.

2. **Contact Person:** The Town will provide a single contact staff that will serve as project manager on behalf of the locality and be responsible for collecting data and resources, serving as liaison to local officials and the public, and transmitting information to the Berkley Group.
3. **Meetings/Coordination with Staff:** If the project schedule is extended, project meetings (one 30-minute meeting weekly) will be charged based on hourly rates for each staff by position unless a work order amendment occurs.
4. **Meeting Cancellations:** Meetings and work sessions cancelled with notice of less than five (5) business days will be counted toward the scoped work sessions, and the client will be charged for the preparation hours for the cancelled meeting.
5. **Indirect Fee:** The indirect fees include display boards, meals, travel, and lodging associated with the scoped meetings. Costs for printed copies of reports or plans are not included in the fee estimate. If hard copies are desired, the fee for professional printing will be invoiced separately to the Town.
6. **Completion:** If project completion is delayed beyond 60 days due to lack of client responsiveness, indecision, or failure to complete required tasks, Berkley Group reserves the right to consider the project substantially complete, issue final billing and close out the contract. Additional tasks may be completed under a new agreement or amendment by mutual agreement of both parties.
7. **Optional Services:** Optional services may be added with written authorization from the locality and subject to the following assumptions:
   A. **Additional public outreach or open house meetings**: Assumptions for public outreach meetings apply.
   B. **Public Surveys** (e.g., town-wide, businesses, visitors).
   C. **Additional Work Session/ Meeting**: Assumptions for work sessions apply.

III. SCHEDULE

Berkley Group proposes to perform the tasks included in the Scope of Services according to the schedule outlined below, to be finalized prior to the initiation of services and based upon the completion of other contracted services (WO #1). This schedule is predicated on the assistance of Town staff in providing timely documentation, guidance, and scheduling of necessary meetings and work sessions. If the Town fails to provide internal data and information in a timely manner, requests additional time or rescheduling of meetings, this may result in unanticipated project or deliverable delays as Berkley Group accommodates existing project commitments and schedules. If this occurs, a new schedule will be provided.

PROJECT TIMELINE												
			Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
Phase 1 - Project Management; Preliminary Concepts	1.1	Project Management	V	V	V	V	V	V	V	V	V	V
	1.2	Town Council Kick-Off/Interview	X									
	1.3	Steering Committee Kickoff Meeting	X									
	1.4	Railyard Site Prelimary Concepts										
	1.5	Steering Committee Meeting (#2, Virtual)			V							
Phase 2 – Plan & Concept Development; Public Engagement	2.1	Public Engagement Event (#1)				X						
	2.2	Draft Master Plan Development										
	2.3	Refinement of Railyard Site Concepts										
Phase 3 – Final Recommendations, Concepts & Plan Adoption	3.1	Steering Committee Meeting (#3, Virtual)					V					
	3.2	Finalization of Railyard Site Concepts										
	3.3	Plan Drafting										
	3.4	Steering Committee Meeting (#4, Virtual)							V			
	3.5	Public Engagement Event (#2)								X		
	3.6	Plan Adoption									X	
	3.7	Final Deliverable										
X = In-Person Attendance; V = Virtual Attendance												

IV. FEE

The lump sum fee for offered Scope of Services is $73,851.75. The fee will not increase unless there is a written, mutually agreed upon change to the Scope of Services. If additional services are desired, they can be provided for an additional fee. Fees for service will be invoiced monthly.

Phase	Task	Task Description	Total Cost
Phase 1 - Project Management; Preliminary Concepts	**1.1**	Project Management	$6,490.00
	1.2	Town Council Kick-off/Interview	$2,760.00
	1.3	Steering Committee Kick-off Meeting	$2,760.00
	1.4	Railyard Site Preliminary Concepts	$15,640.00
	1.5	Steering Committee Meeting (#2, Virtual)	$1,125.00
Phase 2 – Plan & Concept Development; Public Engagement	**2.1**	Public Engagement Event (#1)	$5,700.00
	2.2	Draft Master Plan Development	$5,240.00
	2.3	Refinement of Railyard Site Concepts	$4,880.00
Phase 3 – Final Recommendations, Concepts & Plan Adoption	**3.1**	Steering Committee Meeting (#3, Virtual)	$1,125.00
	3.2	Finalization of Railyard Site Concepts	$5,000.00
	3.3	Plan Drafting	$11,360.00
	3.4	Steering Committee Meeting (#4, Virtual)	$1,125.00
	3.5	Public Engagement Event (#2)	$4,050.00
	3.6	Plan Adoption	$2,250.00
	3.7	Final Deliverable	$830.00
		Subtotal	**$70,335.00**
		Non-direct expenses including, but not limited to, travel, printing, supplies, etc. (5% of project cost)	$3,516.75
		TOTAL	**$73,851.75**

If this Work Order is not signed within 30 days, the offered Work Order and Scope of Services expires, and Berkley Group may propose a new work order, fee and schedule.

August 4, 2025

Town of Cape Charles
Attn: Rick Keuroglian
2 Plum Street
Cape Charles, VA 23310

RE: Work Order 3: On-Call Planning & Zoning Services (Grant Support Focus)

Dear Mr. Keuroglian:

We are pleased to present the associated scope and fee to provide on-call planning and zoning services to the Town of Cape Charles, VA. If you have any questions or need additional information, please feel free to contact me at any time.

Sincerely,

Andrew D. Williams
Chief Executive Officer

I have reviewed the scope and fee for the associated work order, and I hereby give the consultant notice to proceed with the services described herein.

_____ _____

Mr. Keuroglian, Town Manager Date

I. SCOPE OF SERVICES

Berkley Group will provide on-call planning and zoning services to the Town of Cape Charles, VA. These services include, but are not limited to, providing technical review, analysis, and other support for the review of land use initiatives and applications as directed by the Town; grant support, to include identification, coordination, and writing, is the expected focus of these services. The point of contact for this assignment is Ms. Kate Jones, Deputy Director of Community Development.

The following assumptions shall apply:

1. **Contact Person:** The Town will provide a single staff person that will be responsible for collecting and transmitting information, resources, and other related information to the Berkley Group.
2. **On-Call/Scheduling:** The services provided under this Work Order will be on-call, as needed and requested by the Town. Deadlines for the completion of tasks/projects shall be coordinated based upon availability of Berkely Group staff.
3. **Current Planning/Zoning/Development:** This scope of work assumes that services will support current planning, zoning, and community development work only. This may include assistance with ordinance text amendments and analysis of long-range planning and zoning matters, but any long-term projects (i.e., comprehensive, master or small area plans, ordinance rewrites, etc.) will require a separate work order.
4. **Remote:** This scope assumes that work will be conducted remotely. With prior coordination, in-person attendance at meetings may be arranged based upon Berkley Group staff availability.
5. **File Sharing:** Berkley Group will provide the Town with access to a cloud-based platform (i.e., Dropbox) to assist in digital file sharing.
6. **Legal:** In accordance with the contract, the Town shall defend Berkley Group and its respective staff in any legal proceedings by a third party arising out of the performance of duties on behalf of the Town.

II. TERM OF SERVICE

These services will be available to the Town of Cape Charles beginning immediately upon execution of this Work Order, for a minimum of one year commensurate with the terms of the Master Agreement. Services shall be limited to twenty-four (24) hours a month unless increased by mutual agreement between the Town and Berkley Group.

III. FEE

The cost of providing services will be based on the hourly rates of the personnel delivering services. The following rates shall apply until or unless otherwise amended by another work order. Payment will be made to Berkley Group and invoiced monthly. For any on-site services, lodging will be reimbursed at direct cost and mileage will be reimbursed at the active IRS rate. Rates will be reviewed and updated annually.

Hourly Rates	
Owner/Principal	$450
Executive Manager	$200
Director	$200
Deputy Director	$150
Principal Planner	$120
Senior Planner	$100
Planner	$90

If the work order is not signed within 30 days, the proposed work expires, and Berkley Group may propose a new work order, fee and schedule.

	Agenda Title:	**Agenda Date:**
	Selection of Project Management Team for Harbor/Railroad Area Conceptual Master Plan	August 21, 2025
	Subject/Proposal/Request:	
	Finalize Project Management Team Members for Harbor/Railroad Master Plan Project	
Town of Cape Charles	**Attachments:**	**For Council:**
	List attachments here	Action: Information:
	Staff Contact(s):	**Reviewed by:**
	Katie Nunez, Director of Planning & Zoning Administrator	Rick Keuroglian, Town Manager

Background: At the Town Council meeting on July 17 & August 7, 2025, a discussion was held to begin the Master Plan project for the Harbor/Railroad area. As part of that discussion, the formation of a Project Management Team was considered and agreed upon in concept to align with the requirements in the Virginia Community Development Block Grant (CDBG) manual since a Project Management Team for this type of planning project is a requirement to be considered for a CDBG grant application.

If the Town decides to apply for a CDBG, a Project Management Team needs to be composed of the minimum:

- Locality Official – Town Manager, Mayor, etc
- Representative from the regional Planning District Commission, if applicable
- Grant Manager and Consultant
- Engineers/architect
- Appropriate consulting service based upon the nature of the project
- Project sparkplugs (representatives of the community to be assisted)

The PMT will need to comply with the Open Meeting Law regarding posting of meeting agenda, public meetings, and required meeting minutes. Any quorum of a PMT is based upon majority of the total membership to be in attendance.

POSSIBLE COMPOSITION of the PMT for discussion and establishment of the category composition as well as identify possible individuals who may meet that category designation.

- 2 Town Council Members;

- 2 Planning Commission Members;:
- 2 Harbor Adjacent Property Owners;
- 1 Railroad Property Owner Representative;
- 1 Cape Charles Civic League Representative;
- 1 Cape Charles Main Street representative.
- STAFF: Town Manager, Director of Planning, Harbor Master, Code Official.

Item Specifics:

At the August 7, 2025 Town Council meeting, there was a discussion and identification of certain individuals that should be appointed to this Project Management Team as follows:

- Add in 2 Residents:
  - representative from the Bay Creek Community Association (HOA);
  - resident at large from the rest of Cape Charles
- Representatives from each of the 3 listed property owners in the Harbor/Railroad area:
  - Kemp Property (Mason Avenue Property and Yacht Center Property) - John Kemp or his representative
  - Cherrystone Investments – Eyre Baldwin or his representative
  - Virginia Marine Equipment – Jim Gunn or his representative
- (1) Planning Commission
- (1) Harbor Area Review Board
- (2) Town Council appointees - Ken Butta and Tara Ashworth
- (1) Railroad Property Owner
- (4) Staff Members
  - Town Manager – Rick Keuroglian
  - Director of Planning – Katie Nunez
  - Harbor Master – Paula Davis
  - Code Official – Jeb Brady

The Planning Commission will be meeting on September 2, 2025 and this item will be on their agenda to select a representative to serve. In addition, the Harbor Area Review Board will also be contacted to see if one of their members would like to serve on the PMT or would they be amenable to having the Planning Commissioner representative on the HARB serve on the PMT.

Recommendation: Need to determine the two citizen representatives on the Project Management Team.

	Agenda Title:	**Agenda Date:**
	Downtown Temporary Restrooms	August 21 2025
	Subject/Proposal/Request:	
	Review Restroom Trailer quotes	
Town of Cape Charles	**Attachments:**	**For Council:**
	Restroom Trailer Quotes from Satellite Suites, Portable Restroom Trailers LLC, and Spreadsheet	Action: X Information:
	Staff Contact(s):	**Reviewed by:**
	Rick Keuroglian, Town Manager	Rick Keuroglian, Town Manager

Background:

For the past six years, the Town has utilized a two-stall portable restroom trailer—commonly referred to as the “Silver Bullet”—located at the intersection of Mason Avenue and Peach Street. Over the last four months, the Town Manager has engaged with residents, business owners, and local organizations to better understand community needs. A recurring concern has been the need for improved public restroom facilities.

While the Silver Bullet has provided a temporary solution, members of the business community and residents alike have expressed that it no longer meets the Town’s standards or the public’s expectations. Specific issues raised include:

- Lack of ADA-compliant accommodations
- Inconsistent cleaning and maintenance
- Frequent mechanical failures resulting in locked or unusable facilities

At the most recent Council Meeting, the Town Manager was directed to obtain quotes for a new ADA-compliant restroom trailer to replace the existing unit. Several vendors have been contacted, and quotes for various trailer options are included in this packet.

Council has indicated a preference for a trailer that includes one ADA-compliant restroom and two additional unisex stalls. A detailed spreadsheet outlining costs, specifications, and vendor comparisons is attached for review and consideration.

Item Specifics:

The Town Manager reached out to Satellite Suites, JAG Mobile Solutions, and Portable Restroom Trailers LLC. The quotes that were received were from Satellite Suites and Portable Restroom Trailers. See the quotes for specific details.

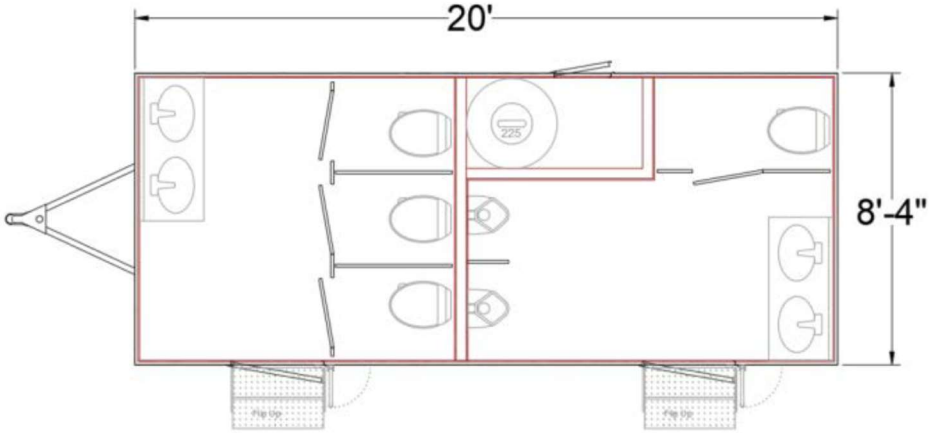
Recommendation:

The Town Manager recommends the ADA+2 from Portable Restroom Trailers LLC because it is the best price and is the best option to allow connection to existing sewer and water lines.

	ADA (+2 Singles)	ADA (+2 Singles)	ADA (+2 Singles)	ADA (Single)	Non ADA (4 Single Stalls)
Price	$68,580	$65,725	$102,980	$64,287	$48,791
Company	Portable Restroom Trailers LLC	Portable Restroom Trailers LLC	Salellite Suites	Salellite Suites	Salellite Suites
Model	Oahu Series CHA117572	Oahu Series CHA030422	RT6X19ADA+2	RT6X11ADA	RT6X14-4-4 Door
ADA?	ADA + 2	ADA + 2	ADA+2	ADA	No
Unisex?	3 Unisex toilets	3 Unisex toilets	3 Unisex toilets	1 Unisex toilet	4 Unisex toilets
City Sewer?	No	Yes	Yes	Yes	Yes
Freshwater tank (gal)	105	105	105	105	200
Waste Tank (gal)	300	No	300	300	440
Water Heater	Yes	Yes	Yes	Yes	Yes
Trailer size	17' x 6'	20'' x 6'-5"	19' x 6'	10' x 6'	10' x 6'
AC Unit	Yes	Yes	Yes	Yes	Yes
4 Season	Yes	Yes	Yes	Yes	Yes
Entertainment package	No	No	Yes	Yes	Yes
Solar Package	No	No	Yes	Yes	Yes
Hydraulic lift System	Yes	Yes	Yes	Yes	Yes
Shipping	$3,000	$3,000	$3,000	$3,000	$3,000

Portable Restroom Trailers LLC Restroom Trailer 20’x8’- 4” 6 Stalls (Men’s: 2 urinals & 1 stall & Women’s: 3 stalls)

Cost of total Construction: $70,465







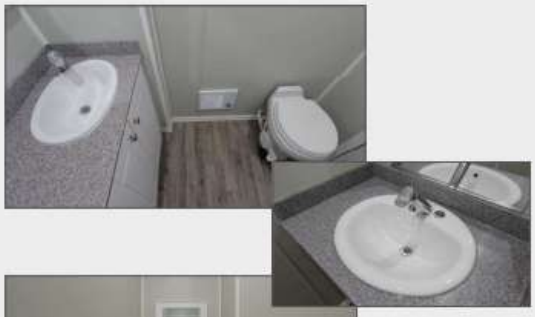


Whatever Your Event
PORTABLE RESTROOM TRAILERS, LLC
We Have The Right Solution

Oahu Series
ADA+2

RESTROOM TRAILER

DIRECT-TO-SEWER







2 STATION PORTABLE RESTROOM
with ADA UNISEX/FAMILY SUITE

The ADA +2 Oahu restroom trailer features a hydraulic lift system to lower the unit to the ground with the push of a button

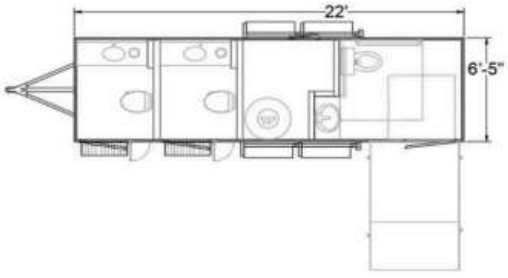
STANDARD SUITES
- Pedal-flush china toilet with foot pedal blocks
- Cabinet with white china sink and faucet
- Mirror
- Paper towel and toilet paper dispenser

ADA SUITE
- Wheel chair accessible mounted sink with solid surface countertop
- ADA toilet
- Assistance grab rails
- Mirror
- Paper towel and toilet paper dispenser



Available with 3 or 4 season Heat Package

The floor plan includes 2 Unisex suites, 1 ADA Unisex suite, each with a separate entrance



Get electronic notifications on your mobile device for efficient monitoring.

Length	**20 ft**
Width	6 ft
Fresh Water Capacity	225 gal
Waste Tank	Direct-to-Sewer
Hot Water Heater	Available Upgrade
Water Supply	City Water- Pressurized Water System- Garden Hose
Power Supply:	(1-5) 30 Amp Cords

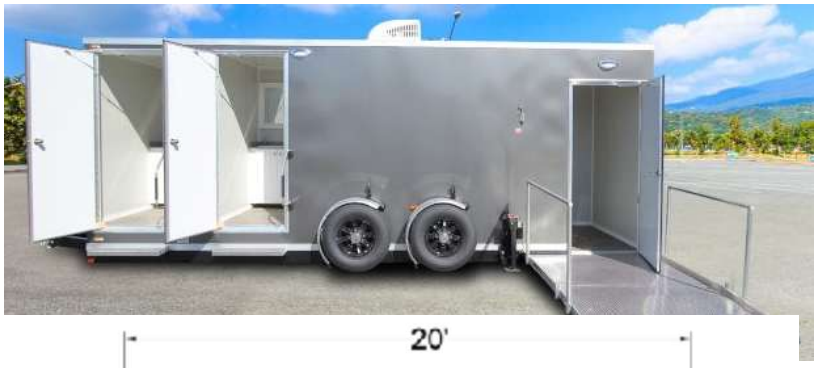
While we try to ensure accuracy, Portable Restroom Trailers reserves the right to correct any errors or misprints of photos or descriptions, or refuse any order based on an incorrect photo or description at any time. We apologize for any inconvenience should this occur with your order. Please note, due to occasional changes in manufacturing; photos, brochures, and videos may not be an exact representation of your trailer.

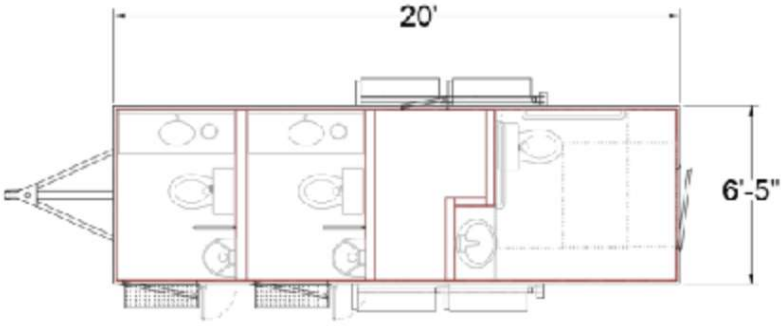
1-877-600-8645

ADA Restroom Trailer + 2 Station | Oahu Series - 20' - Direct to Sewer

$65,725.00

SKU# CHA030422





Model Year : Newest Model

3 Stalls (1ADA) & 2 Urinals

3 Sinks

Fresh Water Tank (Gallons) : 225

Waste Tank (Gallons) : N/A

Water Heater & Mechanical Room

Box Length : 20'

Box Width : 6'5"

Curb Weight (lbs.) : 7000

GVWR : 10000

A/C Unit Type (BTU) : 13.5

A/C Unit Count : 1

Water Supply : City Water- Pressurized Water System- Garden Hose

Power Supply/Cords : (1-5) 30 Amp Cords

Warranty Information : This new unit has a 5-year limited trailer manufacturer warranty on the trailer frame and axles and a 2-year limited warranty on the trailer as a whole. Sealant, electrical components, hydraulics, hoses, wall coverings, trim and paint are warranted for 1 year, and 1-3 year warranty on Individual appliances. Registration details are provided by their individual appliance manufacturers and are located in the component binder located in the mechanics room on the backside of the trailer.

Quotation

Satellite Industries Inc
2530 Xenium Ln N
Minneapolis MN 554413627
USA
Phone: 763-553-1900
Fax: 800-328-3334
Federal ID No. : 41-0854413

Quote Number	**QTE032899**
Quote Date	**08/19/2025**
Validity Date	**09/03/2025**

Sold to
Town of Cape Charles

Ship to
Town of Cape Charles

Buyer
Tel.
Fax.

Thank you for your interest in our products. We are pleased to quote you as follows:

Product	Description	Quantity	Price each	Discount	Assembly	Surcharge	Net price	Ext. Price
	ADA 19 Ft + 2 Restroom 3 Station					0.00		
MP164	Miscellaneous Part- Rr Trailer	1.00	97,770.00		0.00	0.00	97,770.00	97,770.00
	ADA 19 Ft 2 Station / Gray Spa							
	ADA 19 Ft + 2 Restroom 3 Station Interior Add On Options					0.00		
	Entertainment Package	1.00	550.00		0.00	0.00	550.00	550.00
	AM/FM Bluetooth Stereo W/ Speakers							
	105g Fresh Tank	1.00	1,250.00		0.00	0.00	1,250.00	1,250.00
	Add 105 Gallon Fresh Water Tank and 12v Pump							
	Arctic Heat Package	1.00	1,695.00		0.00	0.00	1,695.00	1,695.00
	Wall Mounted Electric, Heat 1 per Cabin, Service Heat							
	TP Holders	1.00	100.00		0.00	0.00	100.00	100.00
	Wall Mounted Double Roll							
	Paper Towel Dispenser	1.00	120.00		0.00	0.00	120.00	120.00
	Wall Mounted Stainless Multi Fold							
	Soap Dispensers	1.00	120.00		0.00	0.00	120.00	120.00
	Stainless Wall Mounted Liquid Soap							
	Sanitary Napkin Receptacles	1.00	50.00		0.00	0.00	50.00	50.00
	Stainless Wall Mounted							

	Spare Tire	1.00	575.00	0.00	0.00	575.00	
	Full Size Radial TowMax Mounted On Tongue						
	ADA 19 Ft + 2 Restroom 3 Station Exterior Add On Options				0.00		
	Gender Signs	1.00	75.00	0.00	0.00	75.00	75.00
	Male / Female						
	Maxx Air Vent Covers	1.00	300.00	0.00	0.00	300.00	300.00
	Vent Covers Allow Roof Vents To Be Open While Raining						
	LED Porch Strip Light	1.00	125.00	0.00	0.00	125.00	125.00
	LED Porch Strip Light						
	Deodorizer Add On Options				0.00		
34411	Kit- Suites Starter	1.00	250.00	0.00	0.00	250.00	250.00
	$520 Value - 1 case Quick Scents BIO 60g, 1-gallon STF BIO 5K, 1 case Urinal Screens, 1 case All Purpose Cleaner						

Sub Total	102,980.00 USD
Additional Charges:	
Export Fees	
Insurance	
Customs	
Discount	
HMI Perks Discount	
Total	102,980.00 USD

Applicable sales tax to be added at time of order

Prepared by : Tony Strickland
Area Manager :
E-mail :
Tel :
Fax :

TERMS AND CONDITIONS

Terms of payment are subject to credit approval.

Prices in currencies other than USD will be adjusted to market rates relative to USD at the time of order confirmation.

Pricing on this quotation is valid for 15 days from the quoted date. Satellite reserves the right to re-estimate prices or add a surcharge before delivery if there are significant cost increases related to the ordered products. The customer has 3 business days from receipt of any price changes to approve or cancel the order. If the customer cancels due to a price increase, the 20% restocking fee will not apply. If the customer does not approve or cancel within the specified timeframe, it will be considered approved.

Cancelled orders are subject to a 20% restocking fee.

Payments not received within the specified payment terms will incur a finance charge of 0.50% per month on the unpaid balance.

Credit Card transactions are accepted. Please note that a 3% processing fee will be applied to credit card payments, subject to change, based on state regulations. This fee is necessary to cover the costs associated with credit card transactions.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Buyer grants Satellite a Purchase Money Security Interest in all the products sold hereunder for any orders not paid in full at the time of the order. Taxes are subject to change at time of invoice.

Due to an unstable global supply chain, our provided ship date is an estimate, not a guarantee. Unforeseen supply chain issues may delay completion and shipment of our products.

If applicable, Transport Rates are subject to rate increases / fuel adjustment / vessel space availability / trucker capacity at time of booking. The transport costs will be billed based on the levels in effect when the pickup / delivery occurs

Transportation companies and Satellite Industries Inc cannot guarantee delivery dates. Compensation is not provided for delays. Please plan your order accordingly.

An administrative fee applies for reissuing invoices due to financing or changes in the bill-to entity.

Please inspect all received goods for piece count and damage. All claims against overage, shortages and damage must be noted to the carrier on the Bill of Lading at time of receipt.

These commodities, technology or software are subject to the United States Export Administration Regulations. Diversion contrary to US law prohibited.

We appreciate your understanding and cooperation.

United States and Canada Toll Free Customer Service: TEL 800-883-1123 / FAX 763-553-1905

Outside United States and Canada Customer Service: TEL 763-553-1900 / FAX 763-551-7248

www.satelliteindustries.com <http://www.satelliteindustries.com>

WARNING: These products may contain chemicals known to the State of California to cause cancer and/or birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Acceptance Signature Date

Satellite Suites
1686 Commerce Drive
Bristol, IN 46507
www.satelliterestroomtrailers.com
Sales Consultant:

Available:

Satellite Su QUOTE

Company: _____ Quote Number: _____
Address: _____ Date: _____
City,St,ZIP: _____ VIN #: _____
Contact: _____ Email Address: _____
Phone: _____ Mobile Phone: _____

STANDARD FEATURES ADA + 2 GRAY SPA MODEL: RT6X19ADA+2

CHASSIS
- 19' Structural Steel Chassis
- 10,000 lb Lowering Axles w Brakes
- 17.5"" HD Wheels
- TowMax Radial Tires,5 Yr
- 20,000 lb. EZ Lock Coupler, 2-5/16"
- 12,000 lb. Tongue Jack, Side Crank
- 7-Way Trailer to Vehicle Connection

STRUCTURE
- Steel & Composite Floor Structure
- Aluminum & Composite Wall Structure
- Aluminum & Composite Roof Structure
- Fully Insulated Floor, Walls, Roof
- Solid Core Entry Doors
- Seamless Gel Coat Exterior, White
- Seamless Sub Floor
- OVER ARMOR Roof Skin
- WaterShed Roof Design
- Extruded Alum. Tread Steps, Retractable
- Laminated Walls, Floor, Roof

TANKS
- Waste: 300g Polyproplylene, Vented
- Fresh: Optional

ELECTRICAL-LIGHTING
- 30 Amp Twist Lock Connector
- 25' 10-ga Cords w/ Standard Apapter
- Each cord draws 20 Amps or Less
- Full Size, Grp 24, Battery Back Up
- LED DOT Exterior Light Package
- LED Porch Light Package
- LED Interior Light Package
- 120v to 12v Converter

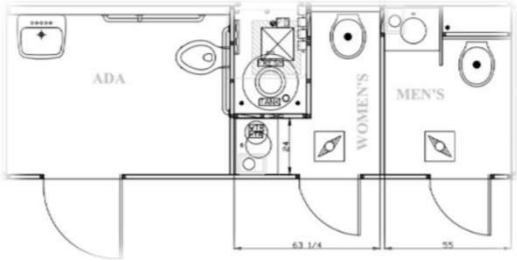
PLUMBING
- Metered Faucets,Delta Commercial
- 2.0 Gallon Water Heater
- Solid Surf.Counters,Stainless Sinks Undr mt
- Porcelain Foot Flush Toilets, White
- PEX Plumbing System, Run Inside Trailer
- 3/4" Water Inlet w/ Pressure Ga.,Regulator
- 3" Outlet w/ 2" Quick Connect Cam

HVAC
- 13,500 BTU DuoTherm AC w/Heat (1)
- Powered Ceiling Vents/Skylights

INTERIOR FEATURES
- Satellite Suites "Spa" Interior Package
- Two-Toned Seamless Wall Covering
- PVC Baseboard, Door, Chair Rail Trim
- PVC Cabinets, White
- Solid Surface Vanity Tops
- Seamless Wood Grain Pattern Floor, w/ Commercial Wear Layer
- LED Vanity Lights, Satin Nickel
- Seamless Fiberglass Ceiling, White
- 18"x30" Framed Mirrors, White







Base Price: $94,855

Options:		Qty	Price	Ext.
Forced Air Heat:	Wall Mounted Electric Forced Air Heat, 1 Per Cabin Included	0	$1,400	$0
Service Heat:	Arctic for ADA+2	0	$350	$0
Arctic Heat Package:	Wall Mounted Electric, Heat 1 per Cabin, Service Heat	1	$1,695	$1,695
Solar:	To Power Lights, Vents, Water and other 12V Items	0	$2,050	$0
Spare Tire:	Full Size Radial TowMax, Aluminum Wheel	1	$450	$450
TP Holders:	Wall Mounted Double Roll -1 installed in ADA side Only included in unit price	1	$100	$100
Paper Towel Disp:	Wall Mounted Stainless Multi Fold-Set--1 installed in ADA side Only included in unit price	1	$120	$120
Soap Dispensers:	Stainless Wall Mounted Liquid Soap--1 installed in ADA side Only included in unit price	1	$120	$120
Sanitary Nap. Disp:	Stainless Wall Mounted -1 installed in ADA side Only included in unit price	1	$50	$50
Entertainment Pkg:	AM/FM Bluetooth Stereo w/ Speakers	1	$550	$550
Gender Signs	Male / Female / Handicap	1	$75	$75
105g Fresh Tank:	Add 105 Gallon Fresh Water Tank and 12v Pump	1	$1,250	$1,250
Maxx Air Vent Covers:	Vent Covers Allow Roof Vents to be Open While Raining	1	$450	$450
Viatrax:	Tank Monitoring	0	$525	$0
Sdtarter Kit	Deodorizer Starter Kit	0	$250	$0
		Options Total		$4,860
Trailer Total:	*Total of Trailer and Options*			$99,715
Freight:	Unit can be picked up in Bristol, IN or Shipped 3rd Party at $2.95 per mile		$2.95	$0
		Total:		$99,715

TERMS: 50% DEPOSIT TO HOLD, FULL PAYMENT BEFORE SHIPMENT

Customer Signature/Date ***PO #*** ***Quote Valid for 15 Days***

Satellite Suites
1686 Commerce Drive
Bristol, IN 46507
www.satelliterestroomtrailers.com
Sales Consultant:

Available:

Satellite Su QUOTE

Company: _____ Quote Number: _____
Address: _____ Date: _____
City,St,ZIP: _____ VIN #: _____
Contact: _____ Email Address: _____
Phone: _____ Mobile Phone: _____

STANDARD FEATURES SINGLE STATION ADA GRAY SPA MODEL: RT6X11ADA

CHASSIS
- 10' Structural Steel Chassis, 6" Floor Height
- 5,200lb Lowering Axles w Brakes
- 15" HD Wheels
- TowMax Radial Tires,5 Yr
- 20,000 lb. EZ Lock Coupler, 2-5/16"
- Electric Leveling Jacks
- 7-Way Trailer to Vehicle Connection
- ADA Compliant Wheelchair Ramp

STRUCTURE
- Steel & Composite Floor Structure
- Aluminum & Composite Wall Structure
- Aluminum & Composite Roof Structure
- Fully Insulated Floor, Walls, Roof
- Solid Core Entry Doors
- Seamless Gel Coat Exterior, White
- Seamless Sub Floor
- OVER ARMOR Roof Skin
- WaterShed Roof Design
- Extruded Alum. Tread Steps, Retractable
- Laminated Walls, Floor, Roof

TANKS
- Waste: 123g Polyproplylene, Vented
- Fresh: 63g Polypropylene, Vented

ELECTRICAL-LIGHTING
- 30 Amp Twist Lock Connector
- 25' 10-ga Cords w/ Standard Apapter
- *Each cord draws 20 Amps or Less*
- Full Size, Grp 24, Battery Back Up
- LED DOT Exterior Light Package
- LED Porch Light Package
- LED Interior Light Package
- 120v to 12v Converter

PLUMBING
- JETS Vacuum Toilet and Pump
- Metered Faucet,Delta Commercial ADA
- Tankless Electric Water Heater
- ADA Compliant Lavatory
- Porcelain Foot Flush Toilets, White
- PEX Plumbing System, Run Inside Trailer
- 3/4" Water Inlet w/ Pressure Ga.,Regulator

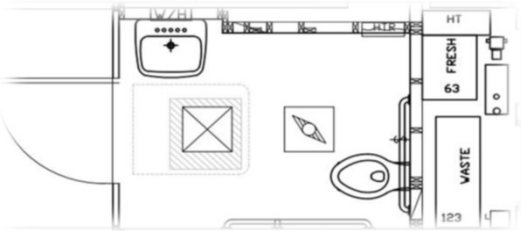
HVAC
- 13,500 BTU DuoTherm AC w/Heat (1)
- Powered Ceiling Vents/Skylights

Satellite Suites "Spa" Interior Package
Two-Toned Seamless Wall Covering
PVC Baseboard, Door, Chair Rail Trim
PVC Cabinets, White
Solid Surface Vanity Tops
Seamless Wood Grain Pattern Floor, w/ Commercial Wear Layer
LED Vanity Lights, Satin Nickel
Seamless Fiberglass Ceiling, White
18"x30" Framed Mirrors, White

MISC.







Base Price: **$63,342**

Options:		Qty	Price	Ext.
Forced Air Heat:	Wall Mounted Electric Forced Air Heat, 1 Per Cabin Included	0	$895	$0
Service Heat	Arctic for ADA	0	$350	$0
Arctic Heat Package:	Tank Heaters, Cabin and Service Area Heat, Tank Insulation	0	$1,245	$0
Spare Tire:	Must ship loose. Cannot mount on tongue	0	$450	$0
Solar:	To Power Lights, Vents, Water and other 12V items	0	$2,050	$0
Viatrax:	Tank Monitoring	0	$525	$0
TP Holders:	Wall Mounted Double Roll	1	$50	$50
Paper Towel Disp:	Wall Mounted Stainless Multi Fold	1	$60	$60
Soap Dispensers:	Stainless Wall Mounted Liquid Soap	1	$60	$60
Sanitary Nap. Disp:	Stainless Wall Mounted	1	$50	$50
Entertainment Pkg:	AM/FM Bluetooth Stereo w/ Speakers	1	$550	$550
Maxx Air Vent Covers:	Vent Covers Allow Roof Vents to be Open While Raining	1	$150	$150
Gender Signs	Gender Signs	1	$25	$25
Starter Kit	Deodorizer Starter Kit	0	$250	$0
		Options Total		$945
Trailer Total:	*Total of Trailer and Options*			$64,287
Freight:	Unit can be picked up in Bristol, IN or Shipped 3rd Party at $2.45 per mile	0	$2.85	$0
		Total:		**$64,287**

TERMS: 50% DEPOSIT TO HOLD, FULL PAYMENT BEFORE SHIPMENT

Customer Signature/Date ***PO #*** ***Quote Valid for 15 Days***

Satellite Suites
1686 Commerce Drive
Bristol, IN 46507

Satellite Su QUOTE

Company: _____ Quote Number: _____
Address: _____ Date: _____
City,St,ZIP: _____ Stock #: _____
Contact: _____ Email Address: _____
Phone: _____ Mobile Phone: _____

STANDARD FEATURES 4 Door 4 STATION GRAY SPA MODEL: RT6X14-4-4 Door

CHASSIS
- 14' Structural I-Beam Frame, 12"
- 7,000 lb. Torsion Axle, Electric Brakes
- 16" Steel Wheels
- ST23580R16 TowMax Radial Tires,5 Yr
- 20,000 lb. EZ Lock Coupler, 2-5/16"
- 12,000 lb. Tongue Jack, Side Crank
- 7,000 lb Sidewinder Jacks
- 7-Way Trailer to Vehicle Connection

STRUCTURE
- Steel & Composite Floor Structure
- Aluminum & Composite Wall Structure
- Aluminum & Composite Roof Structure
- Fully Insulated Floor, Walls, Roof
- Solid Core Entry Doors
- Seamless Gel Coat Exterior, White
- Seamless Sub Floor
- OVER ARMOR Roof Skin
- WaterShed Roof Design
- Top Fold Steps
- Laminated Walls, Floor, Roof

TANKS
- Waste: 440g Polyproplylene, Vented
- Fresh Tank Optional

ELECTRICAL-LIGHTING
- 30 Amp Twist Lock Connector
- 25' 10-ga Cords w/ Standard Apapter
- Each cord draws 20 Amps or Less
- Full Size, Grp 24, Battery Back Up
- LED DOT Exterior Light Package
- LED Porch Light Package
- LED Interior Light Package
- 120v to 12v Converter

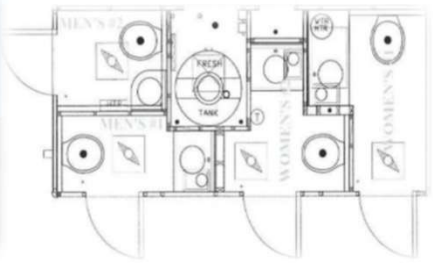
PLUMBING
- Metered Faucets,Delta Commercial
- Solid Surf.Counters,Stainless Sinks Undr mt
- Porcelain Foot Flush Toilets, White
- Toto 1/8 gpf Urinal, Metered Valve
- PEX Plumbing System, Run Inside Trailer
- 3/4" Water Inlet w/ Pressure Ga.,Regulator
- 3" Outlet w/ 2" Quick Connect Cam

HVAC
- 13,500 BTU DuoTherm AC w/Heat
- Powered Ceiling Vents/Skylights

INTERIOR FEATURES
- Satellite Suites "Spa" Interior Package
- Two-Toned Seamless Wall Covering
- PVC Baseboard, Door, Chair Rail Trim
- PVC Cabinets, White
- Solid Surface Vanity Tops
- Seamless Wood Grain Pattern Floor, w/ Commercial Wear Layer
- LED Vanity Lights, Satin Nickel
- Seamless Fiberglass Ceiling, White
- 18"x30" Framed Mirrors, White

MISC.



Base Price: **$46,516**

Options:		Qty	Price	Ext.
Forced Air Heat:	Wall Mounted Electric Forced Air Heat, 1 Per Cabin Included	0	$1,790	$0
Arctic Heat Package:	Tank Heaters, Cabin and Service Area Heat, Heated Dump Valve, Tank Insulation	0	$3,150	$0
Service Heat	Heat in the Service Area	0	$350	$0
Solar Package:	To Power Lights, Vents, Water, and other 12v Items	0	$2,375	$0
Spare Tire:	Full Size Radial TowMax Mounted on Tongue	0	$450	$0
Water Heater:	2.5 Gallon Tank Style Water Heater. Requires Add'l 15 Amp Electrical Service	0	$775	$0
TP Holders:	Wall Mounted Double Roll	0	$200	$0
Paper Towel Disp:	Wall Mounted Stainless Multi Fold	0	$240	$0
Soap Dispensers:	Stainless Wall Mounted Liquid Soap	0	$240	$0
Sanitary Nap. Disp:	Stainless Wall Mounted	0	$200	$0
Toilet - Urinal	Urinal in one of the Center Stalls-Upgrade	0	$300	$0
Entertainment Pkg:	AM/FM Bluetooth Stereo w/ Speakers	1	$550	$550
200g Fresh Tank:	Updgrade to 200 Gallon Fresh Water Tank	1	$695	$695
Aluminum Wheels:	Polished Aluminum Split Spoke Wheels, Per Trailer	1	$330	$330
Gender Signs	Male / Female Gender Signs	1	$100	$100
Maxx Air Vent Covers:	Vent Covers Allow Roof Vents to be Open While Raining	1	$600	$600
Viatrax:	Tank Monitoring	0	$525	$0
Starter Kit	Deodorizer Starter Kit	0	$250	$0
		Options Total		$2,275
Trailer Total:	*Total of Trailer and Options*			$48,791
Freight:	Unit can be picked up in **Bristol, IN** or Shipped 3rd Party at $2.95 per mile	0	$2.95	$0
		0	$0	$0
Tax:		0	$0	$0
		Total		$48,791

TERMS: 50% DEPOSIT TO HOLD, FULL PAYMENT BEFORE SHIPMENT

Customer Signature/Date *PO #* *Quote Valid for 15 Days*