



Before the  
**Colonial Beach Town Council**  
Held at  
**Town Center**  
**22 Washington Avenue**  
Saturday, December 8, 2018 at 8:00 a.m.  
**Town Council Work Session**  
**AGENDA**

1. Call To Order
2. Roll Call of Members
3. Approval of the Agenda
4. Presentations
5. Old Business
  - Pier Leases *(Tab A)*
6. New Business
  - Draft Res #49-18, Designation of Robin Grove Park to Support a Dog Park *(Tab B)*
  - Draft Res #50-18, Authorizes and Appropriates a One-Time Donation to the Colonial Beach Humane Society *(Tab C)*
7. Status Items
  - Torrey Smith project
  - Meter project
  - Special Event update
8. Closed Meeting
9. Adjournment/Recess

# Tab A

**LEASE AGREEMENT**

**THIS LEASE**, made this the \_\_\_ day of \_\_\_\_\_, 2019 by and between the **TOWN OF COLONIAL BEACH**, a Virginia municipal corporation, Lessor and \_\_\_\_\_ (address) Lessee;

WITNESSETH:

**WHEREAS**, the Lessor owns a tract of real estate located between Virginia State Route \_\_\_ and the low water mark of the Potomac River in the Town of Colonial Beach, Virginia; Town of Colonial Beach tax map parcel # \_\_\_\_\_ (the "property"); and,

**WHEREAS**, the Lessee owns a parcel of real estate on the other side of Virginia State Route \_\_\_\_\_ across from the property, Town of Colonial Beach tax map parcel # \_\_\_\_\_ (the homeplace); and,

**WHEREAS**, the Lessee desires to lease a portion of the property between the homeplace owned by the Lessee and the Potomac River for the purpose of access to the Potomac River, including the construction of a dock; and, the Lessor agrees to lease such portion under the terms and conditions herein contained.

**NOW, THEREFORE**, in and for the consideration herein contained and under the terms and conditions hereof, Lessor hereby leases to Lessee and Lessee leases from Lessor the following portion of the property:

- 1) The portion of the property to be leased and which is the subject of this lease is described and shown upon the plat attached hereto as "Exhibit A" and expressly made a part of this lease (the "parcel").
- 2) The Term of this Lease is five (5) years from the date of execution by all parties. This lease shall terminate at the end of such term but made be extended by the Lessor in its sole discretion for an additional term of up to five (5) years.
- 3) The rent to be paid for the initial term is two thousand five hundred dollars (\$2,500.00) payable in installments of five hundred dollars (\$500.00) per year, payable in advance, with the first payment due on the execution of this lease by all parties and subsequent payments due and payable on, or before, January 1 of each succeeding year. The rent for any subsequent term shall be negotiated between the parties prior to the end of the initial term. Failure to pay further installments of rent, either in the initial term or any extended term, when due, shall entitled the Lessor to terminate and cancel this lease or, in its sole discretion, allow late payment to be made with interest at the rate of five percent (5%) from the date due until paid.
- 4) During the term of this lease the Lessee may construct a dock on the parcel. The dock shall be located on the parcel at the location as shown upon the attached plat. No dock shall be built until it has been approved by permit from the Virginia Marine Resources Commission and or such other governmental entity as required, and the Lessor agrees to cooperate in the filing of any necessary application. The dock shall be inspected and approved in compliance with the Virginia Uniform Statewide Building Code and shall be maintained in conformity with the Virginia Uniform Statewide

Building Code. The dock and the parcel shall be maintained in a safe condition and kept free of any waste, litter, debris or unsightly material of any nature. The Lessor's agents and employees shall have the right to come upon the parcel and dock at anytime to ensure that the dock and the parcel is being properly maintained. Failure to properly maintain the dock or the parcel shall entitle the Lessor, if not corrected within 30 days of notice, to terminate the lease and require the Lessee to remove the dock, any waste, litter, debris or unsightly material and any supporting structures. No other structures of any nature shall be built on the parcel without the express written permission of the Lessor. The Lessee must install rip rap or other erosion control measure on the parcel as approved by the Zoning Administrator of the Town of Colonial Beach prior to installation of the rip rap or other erosion control measures and, once approved or modified by the Zoning Administrator and the Lessor, subsequently approved by such other governmental agencies as may be required prior to installation of the same.

5) During the term of this lease no lien or encumbrance may be place on the parcel. This lease is not subject to assignment, mortgage, transfer or conveyance. Should the homeplace be sold to another the Lessor may, in its sole discretion, allow transfer of this lease to the new owner of the homeplace. In no event may this lease be transferred to any entity other than the owner of the homeplace.

6) The Lessee has inspected the parcel and accepts it "as is". During the term of this lease the Lessee shall indemnify, insure and hold harmless the Lessor for any and all liability, claim or loss associated with the parcel. Prior to execution of this lease the Lessee shall furnish to the Lessor a policy of insurance with an insurance company doing business in the Commonwealth of Virginia in the principal amount of \$1 million dollars insuring the Lessor from any claim or loss of any nature related to the parcel and shall keep such policy in full force and effect during the term of this lease. The policy shall also contain a clause that the Lessor shall be notified of any termination of coverage. Failure to insure and keep the policy of insurance in full force and effect shall be grounds for termination of this lease.

7) Thirty days prior to the end of the initial or any subsequent term the Lessee shall completely remove the dock and all accessory structures on the parcel and return the parcel without any structures and free of any waste, litter, debris or unsightly material of any nature. Should this lease be terminated by the Lessor because of a breach hereof the Lessee shall, within thirty (30) days, completely remove the dock and all accessory structures on the parcel and return the parcel without any structures, waste, litter, debris or unsightly material of any nature. Failure to timely remove the dock and other improvements or waste, litter, debris or unsightly material of any nature shall entitle the Lessor to remove the same at the sole cost and expense of the Lessee and seek repayment by court proceedings or otherwise, including imposition of a lien on the homeplace, for payment. This requirement of removal may be waived in the sole discretion of the Lessor.

This lease has been approved and authorized by the Town Council of the Town of Colonial Beach, after public hearing, duly advertised.

# Tab B

TO: Colonial Beach Town Council

FR: Colonial Beach Planning Commission

RE: Town Dog Park – Letter of Transmittal

DT: October 25, 2018

**Statement of the Issue:** In November of 2017 the Town Council directed the Planning Commission to review possible site locations for a dog park in Colonial Beach. A Dog Park typically is a large fenced section of the selected site with a water spigot, benches for dog owners, an area for dog training (perhaps with competition stations), and a list of rules for using the park is attached to the fencing, at the park entrance. In December, Dr. Caryn Self-Sullivan, Chairman of Colonial Beach Rivah Dogs, presented a proposal that outlined the vision for the park, how its development could be funded, and pros/cons of sites proposed. The Planning Commission discussed staff recommended sites including along the bike path in Classic Shores, a lot at the end of Euclid Ave., the Marshall Ave Community Center, and Robin Grove Park

**Recommendation:** It is the recommendation of the Planning Commission that the Town Council approve the development of a Town Dog Park at Robin Grove Park and to work with representatives of Rivah Dogs, the town staff and a grant writer to prepare one or more grants seeking financial underwriting for its development.

**Funding Opportunity:** A grant opportunity requires an affidavit indicating official approval for the park, a guarantee the money would be spent as requested, if awarded and must include a proposed site design. A grant application(s) is unable to be completed until the Town Council officially votes to approve its development and the specific site for its location.

COUNCIL PAPER

At the meeting held on December 15, 2018 at the Colonial Beach Town Center

RESOLUTION #49-18, Designates a Portion of Robin Grove Park to Support a Dog Park

WHEREAS on October 25, 2018 the Planning Commission forwarded a recommendation to Town Council regarding locations for designating a dog park; and

WHEREAS Planning Commission recommended that Town Council approve the development of a Town Dog Park at Robin Grove Park and to work with Rivah Dogs, town staff and a grant writer to prepare one or more grants seeking financial underwriting for its development; and

WHEREAS Virginia Code Section 15.2-2232 requires that where a feature is not reflected on the current Comprehensive Plan, the Planning Commission must consider the location and vote to indicate that the feature is substantially in accord with the Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED that Town Council agrees to designate a portion of Robin Grove Park to support a dog park, provided that use of Robin Grove Park is substantially in accord with the Comprehensive Plan.

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

AYE

NAY

AYE

NAY

Mayor Eddie Blunt  
Dallas Leamon  
Frank Alger III

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Steve Cirbee  
Bill Dellar  
Burkett Lyburn  
Phil Rogers

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Adopted \_\_\_\_\_ Tabled \_\_\_\_\_

# Tab C

COUNCIL PAPER

At the meeting held on December , 2018 at the Colonial Beach Town Center

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**RESOLUTION #50-18, Authorizes and Appropriates a One-Time Donation to the Colonial Beach Humane Society**

**WHEREAS** the Colonial Beach Humane Society has requested a one-time donation from the Town in the amount of \$500; and

**WHEREAS** the requested donation will support volunteer efforts regarding the feral cat population in town.

**NOW THEREFORE BE IT RESOLVED** that Town Council hereby authorizes the Town Manager to provide a one-time donation to the Colonial Beach Humane Society and that those funds be taken from Line Item 100-12100-5836.

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Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

	AYE	NAY		AYE	NAY
Mayor Eddie Blunt	___	___	Steve Cirbee	___	___
Dallas Leamon	___	___	Bill Dellar	___	___
Frank Alger III	___	___	Burkett Lyburn	___	___
			Phil Rogers	___	___

Adopted \_\_\_\_\_ Tabled \_\_\_\_\_