



Before the  
**Colonial Beach Town Council**  
Held at  
**Town Center**  
**22 Washington Avenue**  
Wednesday, February 6, 2019 at 6:00 p.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
6. New Business
  - Res #07-19, Accepts Resignation of Anthony “Tony” Swinson as Building Official *(Tab A)*
  - Draft Res #08-19, Appoints \_\_\_\_\_ as Colonial Beach Building Official *(Tab B)*
  - Draft Res #09-19, Authorizes Mayor to execute Employment Contract and Appoints Bruce Hough as Chief of Police *(Tab C)*
  - Draft Res #10-19, Amends Resolution #30-18 Memorials Advisory Committee *(Tab D)*
  - Draft Res #11-19, Approves Lease Agreement for Dock/Pier Construction *(Tab E)*
  - Draft Res #12-19, Budget Timeline *(Tab F)*

**7. Status Items**

- **Santa Maria Drainage Issue Update *(Tab G)***
- **Town Council Priority List and Grant Opportunities**

**8. Citizen Input**

**9. Closed Meeting**

**(1) pursuant to VA Code 2.2-3711 (A)(1) for discussion, consideration or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of three (3) employees.  
AND,**

**(2) pursuant to VA Code 2.2-3711(A)(3) for discussion or consideration of the acquisition or the disposition of publicly held real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.**

**10. Adjournment/Recess**

# Tab A

**COUNCIL PAPER**

**At the meeting held on February 6, 2019 at the Colonial Beach Town Center**

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**RESOLUTION #07-19, Accepts the resignation of Anthony  
“Tony” Swinson as Building Official**

**WHEREAS,** Anthony “Tony” Swinson has served as the Building Official for the Town of Colonial Beach since July 30, 2018; and

**WHEREAS,** Anthony “Tony” Swinson submitted his resignation on January 8, 2019 effective February 1, 2019.

**NOW THEREFORE BE IT RESOLVED** by the Colonial Beach Town Council at a meeting on February 6, 2019 that the resignation of Anthony “Tony” Swinson is hereby accepted.

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

	AYE	NAY		AYE	NAY
Mayor Eddie Blunt	_____	_____	Dallas Leamon	_____	_____
Frank Alger	_____	_____	Vicki Roberson	_____	_____
Steve Cirbee	_____	_____	Robin Schick	_____	_____
Pat Ey	_____	_____			

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

Anthony Swinson  
56 Gold Lane  
Heathsville, VA 22473  
January 8, 2019

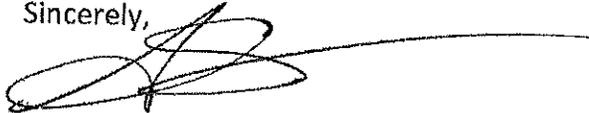
Quinn Robertson  
Town Manager  
Town of Colonial Beach  
315 Douglas Ave  
Colonial Beach, Virginia 22443

Mr. Robertson,

With this letter, I hereby submit my resignation from Town of Colonial Beach as Building Official. I am very grateful of all the support you have given over the time of my employment. This resignation is solely due uncertainty of the climate and the future of the department. Feb 1, 2019 shall be my last day of employment with the Town of Colonial Beach.

At your convenience, I will be glad to discuss the exit plan to make this a smooth transition. Once again thank you as well as the entire department of planning and development for all the support that I have received.  
I wish you God speed and continued success.

Sincerely,

A handwritten signature in black ink, appearing to be 'Anthony Swinson', with a long horizontal line extending to the right.

Anthony Swinson

# Tab B

**COUNCIL PAPER**

**At the meeting held on February , 2019 at the Colonial Beach Town Center**

**RESOLUTION #08-19, Appoints \_\_\_\_\_ as Building Official**

**WHEREAS** the Town of Colonial Beach Ordinance No. 681, requires the Town Manager to obtain Town Council approval prior to hiring anyone who is not fully licensed and/or certified in accordance with State Law and Regulation; and

**NOW THEREFORE BE IT RESOLVED** by the Town of Colonial Beach Town Council on February \_\_\_\_, 2019 that the hiring of \_\_\_\_\_ is hereby approved; and

**NOW THEREFORE BE IT FURTHER RESOLVED** by the Colonial Beach Town Council at its meeting on \_\_\_\_\_, 2019, that \_\_\_\_\_ is appointed as the full-time Building Official for the Town of Colonial Beach; and

**NOW THEREFORE BE IT FURTHER RESOLVED** that, in accordance with USBC 105.1.2, USBC 105.1.3; VA Law, Title 36, Chapter 6; and, TOCB Ordinance No. 681, \_\_\_\_\_ shall become fully licensed and/or certified as a Building Official no later than \_\_\_\_\_.

**NOW THEREFORE BE IT FINALLY RESOLVED** that \_\_\_\_\_ shall possess any and all authority to enforce the provisions of the Uniform Statewide Building Code (USBC) in the Town of Colonial Beach, which includes, but is not limited to, making necessary arrangements for the emergency repair of structure(s) and to obtain such summonses and warrants, or bring such court actions, as may be needed to fully and consistently enforce the provisions of the USBC.

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

	AYE	NAY		AYE	NAY
Mayor Eddie Blunt	___	___	Dallas Leamon	___	___
Frank Alger	___	___	Vicki Roberson	___	___
Steve Cirbee	___	___	Robin Schick	___	___
Pat Ey	___	___			

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

# Tab C

**COUNCIL PAPER**

**At the meeting held on February 20, 2019 at the Colonial Beach Town Center**

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**RESOLUTION #09-19, Authorizes Mayor to execute the Employment Contract and Appoints Bruce Hough as Chief of Police**

**WHEREAS** the Town Council has reviewed the attached Employment Agreement between the Colonial Beach Town Council and Acting Police Chief Bruce Hough.

**NOW THEREFORE BE IT RESOLVED** by the Colonial Beach Town Council at its meeting on February 20, 2019 that the attached Employment Agreement for the Chief of Police is hereby approved and the Mayor or his designee is authorized to sign the Agreement in duplicate originals on behalf of the Town Council.

**NOW THEREFORE BE IT FURTHER RESOLVED** that Bruce Hough is hereby appointed Colonial Beach Chief of Police effective on \_\_\_\_\_.

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

AYE

NAY

AYE

NAY

Mayor Eddie Blunt  
Frank Alger  
Steve Cirbee  
Pat Ey

\_\_\_\_\_  
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Dallas Leamon  
Vicki Roberson  
Robin Schick

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\_\_\_\_\_  
\_\_\_\_\_

Adopted \_\_\_\_\_

Tabled \_\_\_\_\_

## **EMPLOYMENT AGREEMENT**

**WHEREAS** the Town Council of Colonial Beach (the "Town Council") wishes to engage the services of Bruce Hough (the "Employee" or the "Chief of Police") (collectively, the "Parties") as its Chief of Police; and,

**WHEREAS**, Paragraph 4(b) in the Charter of the Town of Colonial Beach permits the Town Council to appoint a Chief of Police who shall serve at the will and pleasure of the Town; and,

**WHEREAS**, it is the desire of the Town Council to provide certain benefits to, establish conditions of employment for, and to set working conditions for Employee in his role of Chief of Police; and

**WHEREAS**, the Employee desires to accept appointment as Chief of Police.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

### **Section 1. Duties**

The Town Council hereby appoints the Employee to the position of Chief of Police to perform the functions and duties specified in the Colonial Beach Town Code and the Code of Virginia, and to perform any and all such other legally permissible and proper duties and functions that the Town Council or the Town Manager (with the Council's approval) may assign. The position description developed by the Town (Exhibit A) reflects the duties of the position at the time this Agreement is executed; such position description from time to time may be amended by the Town Council at its sole discretion. It is understood that the Employee shall

- A. Be visible in the community and shall place particular emphasis on community policing;
- B. Work cooperatively with the Westmoreland County Sheriff;
- C. Attend the regular monthly meeting of the Town Council and prior to the monthly meeting provide a monthly written report.
- D. Wear a Colonial Beach Police uniform as necessary and appropriate when performing the duties of the position.
- E. Perform such other legally permissible and proper duties and functions as the Town Council shall from time to time assign or are required under the law.

### **Section 2. At Will Employment**

Employment under this Agreement shall commence on February 1, 2019 and is at-will for an indefinite term. The Employee serves at the pleasure of the Town Council.

### **Section 3. Termination**

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of the Employee at any time, with or without notice or cause.
- B. If the Employee is terminated without cause or as a result of disability as herein provided, the Employee will be entitled to a severance payment in the amount of one (1) month's salary for each full twelve (12) month period that Employee has been employed under this Agreement up to a maximum payment of six (6) month's salary. The Employee shall not then be entitled to payment from the Town for any other benefits such as retirement, vacation, sick leave, health care, etc.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Town, provided that the Employee provides the Town Council with thirty (30) days advance written notice delivered to the Town Council. No Severance Payment shall be due in the event that the Employee resigns his position with the Town.
- D. If the Employee becomes disabled or otherwise rendered unable to perform the essential duties of the position with or without accommodations, the Town Council has the right to terminate employment immediately. If such disability should arise, the Town Council will make all efforts to reasonably accommodate the Employee as may be required under federal and state law.
- E. If the Employee is terminated for cause the Employee is not entitled to any Severance Payment. For cause includes but is not limited to: loss of occupational qualifications; conviction of a crime, immoral, illegal, unethical, or disruptive behavior or activities; untruthful conduct; failure to report to and/or follow the lawful direction of Council; failure to perform the law-enforcement, supervisory or administrative functions required of the position of Chief of Police; failure to adhere to federal, state and local laws and/or the Town's policies and procedures; abuse of power/intimidation; failure to preserve the confidentiality of a matter that is or should be made confidential; failure to represent the Colonial Beach Police Department in a professional and appropriate manner; any act of favoritism including the failure to treat all individuals similarly situated in the same manner; and the failure to maintain and preserve records as required by state and federal law.
- F. Employee has no right to grieve any adverse employment action under the grievance procedure adopted by Town Council or to pursue any remedies under the Law Enforcement Officers Procedural Guarantees Act adopted by the General Assembly of Virginia.

### **Section 4. Suspension**

Should Employee be prosecuted criminally for any act, other than a moving vehicle violation, the Town Council may suspend employee without out pay until the prosecution and all appeals are fully resolved and there is no conviction. During this period of suspension, the Employee is not entitled to any compensation.

## **Section 5. Compensation**

- A. Town Council agrees to pay the Employee for services rendered under this Agreement an initial annual salary of \$75,000.00 payable in the same manner and time as other employees of the Town. The employee shall also receive any and all other benefits that are available to and received by other full time employees of the Town. The Employee is an exempt employee under the Fair Labor Standards Act and is not entitled to any overtime wages.
- B. The Town participates in the Virginia Retirement System (“VRS”) and the Employee shall be a participant in VRS under the same terms and conditions as apply to full-time employees of the Town.
- C. The Employee shall receive health care, disability, and other benefits on the same terms as other full-time employees of the Town.

## **Section 6. Hours of Work**

A. The Employee is required to devote considerable time outside of the normal workweek in the execution of his duties. The Employee shall notify the Mayor or his designee in advance and receive prior approval before being absent from the Town during regular business hours, holidays, during an emergency and during any time when an event involving many people (fifty or more) or when potentially dangerous machinery/equipment is occurring in the Town.

B. The employment under this Agreement shall be the Employee’s primary employment. The Employee agrees to advise and receive the consent of the Town Council prior to accepting any other employment.

## **Section 7. Vacation, Sick, and Other Leave**

The Employee shall accrue and use vacation, sick, family and medical leave, and other forms of leave on the same basis as other full-time employees of the Town.

## **Section 8. Automobile**

The Town will provide the Employee with access to a vehicle for business use. The Town will be responsible for paying for liability, property damage, and comprehensive insurance on the vehicle, as well as payments for the maintenance and repair of a vehicle. The vehicle is to be used only for official Town business falling within the scope of the Employee's employment.

When the Town vehicle is not available, the Town will reimburse Employee at the mileage rate for use of a personal vehicle for Town business in accordance with the Town’s Personnel Procedures Manual.

## **Section 9. Ethical Commitments**

The Employee at all times shall perform the duties of Chief of Police with the highest degree to integrity, care, and obedience to the law. The Employee shall strictly follow the Conflict of Interests Act and further shall not seek or accept any personal enrichment derived from confidential information or misuse of public time and /or resources.

## **Section 10. Other Terms and Conditions of Employment**

A. The Mayor or his designee shall fix such other terms and conditions of employment, as Town Council may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with, or conflict with, the provisions of this agreement, the Town Charter, or any other law.

B. Town Council will, annually, on or before February 1 of each year during the term of employment, meet with and evaluate the Employee and his services provided to the Town. Such evaluation may have a written component. During such evaluation Council may consider changes to the scope and nature of the terms of employment and will consider any adjustment in the Employee's salary or benefits for the future year. In addition, Council may perform, or the Employee may request, an evaluation at anytime during the term of employment.

C. The Employee recognizes that the core foundation of the Manager-Chief relationship is the betterment of the entire community achieved through a seamless approach to securing the safety, health and general welfare of all citizens of the Town. In an attempt to meet this requirement, the Employee agrees to work collaboratively with the Town Manager in the management of risk and to undertake all measures to reduce the Town's exposure to liability. Included in the scope of this requirement is the use inmates.

D. The Employee agrees to obtain approval of the Town Manager before committing Town property or resources to groups or individuals not closely affiliated with the Town and its business. In the event that the Employee is approached by a citizen, an organization, or other group for services outside the scope of the normal/daily operations of the Police Department, the Employee agrees to direct the requestor to the Town Manager.

E. All policy decisions shall be referred to the Mayor or his designee and the Employee acknowledges that he has no authority to make policy decisions on behalf of the Town. The Employee may make policy and regulatory decisions with regards to the operations of the Police Department after consultation and approval of the Town Council or its designee.

F. The Employee agrees and acknowledges that he is part of the town and therefore part of a team and agrees to undertake a team approach in terms of the administration and operation of the Police Department.

G. The Employee shall make a monthly report to the Mayor and the Town Manager of any and all gifts received by him, whether monetary or in-kind, from individuals and/or businesses located in the Town or from contractors providing services to the Town.

## **Section 14: General Provisions**

A. This Agreement sets forth the entire agreement between the parties relating to the employment of the Employee as Chief of Police.

- B. This Agreement may be amended or modified by the parties provided that any amendment or modification shall be set forth in writing and signed by both parties.
- C. This Agreement shall become effective should be upon its execution by both Parties.
- D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, it shall be deemed severable; the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- E. The Town agrees to defend, and save harmless the Employee against any tort, professional liability claim or demand or other legal action arising directly out of the employment activities of the Chief of Police provided that the actions were not deliberate, willful, grossly negligent, involving a wanton or willful act, or were in violation of any law. The Town shall not defend, save harmless or indemnify the Employee for any claims arising outside the scope of the official duties of Chief of Police.
- F. In the event that the Employee is charged with a crime or become the subject of an administrative investigation conducted by the department of social services other governmental entity, the Employee shall immediately notify the Mayor and the Town Manager and provide any and all relevant paperwork.

The Town Council authorized the execution of this Agreement by the Mayor of Colonial Beach on behalf of the Town Council at a meeting held on \_\_\_\_\_, 2019 with a properly recorded vote as duly attested by the Town Clerk.

This Agreement is executed in duplicate originals.

This Agreement supersedes all prior agreements between the Employee and the Town Council.

\_\_\_\_\_  
MAYOR OF THE TOWN OF COLONIAL BEACH

\_\_\_\_\_  
BRUCE HOUGH

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY

## **Job Description**

Title: **Chief of Police**  
Reports to: Town Council and Town Manager  
Classification: Exempt  
Grade:

### I. Primary Function/General Purpose

Performs a variety of complex administrative, supervisory and professional work in planning, coordinating and directing the activities of the police department. Develops policies and procedures for the department as mandated by law to ensure efficient operations. Collaborates with the Emergency Operations Director and the Coordinator for the Town to ensure the highest level of emergency operations response. Responsible for performance management activities for department employees, to include the administration of timely and effective performance appraisals.

### II. Employment qualifications:

- Minimum of 10 years responsible management experience in the field of law enforcement
- Thorough knowledge of Virginia laws, current law enforcement principles, procedures, techniques and equipment
- Thorough knowledge of Town ordinances and department policies and regulations
- Thorough knowledge of and skill in the use of tools provided by the department to its officers
- Ability to train and supervise subordinate personnel
- Ability to perform work requiring good physical condition
- Ability to effectively communicate, both verbally and in writing, as well as the ability to give verbal and written instructions
- Ability to communicate with the public using courtesy, discretion and sound judgment
- Ability to establish and maintain effective working relationships with subordinates, peers and supervisors
- Ability to make independent decisions and judgments which have a positive impact on the organization
- Demonstrated management skills and practices to include budgeting, policy and procedures development (to include emergency preparedness) and personnel supervision
- Valid Virginia driver's license and insurance
- Ability to obtain and maintain Virginia Basic Law Enforcement Training Certification
- BA/BS from an accredited college or university in police science, law enforcement, criminal justice, criminology or a closely related field

### III. Essential job functions:

- Plans, coordinates, supervises and evaluates police department operations

- Develops policies and procedures for the department, mandated by law, to ensure efficient operations of the department and to implement directives from the Town Council or Town Manager, in keeping with Virginia laws
- Plans and implements a law enforcement program for the Town in order to better implement the policies and goals of Town Management and Council, in keeping with Virginia laws
- Reviews performance and effectiveness; formulates programs to alleviate observed deficiencies
- Supervises and coordinates the preparation and presentation of an annual budget for the Department, directs implementation of the budget and plans for and reviews specifications for new or replaced equipment
- Handles grievances, maintains departmental discipline and maintains conduct and general behavior of assigned personnel
- Cooperates with county, state and federal law enforcement agencies as appropriate where activities of the police department are involved
- Coordinates activities as necessary with supervisors and other Town departments, exchanges information with officers in other law enforcement agencies, the Commonwealth Attorney's Office and Circuit Court, as well as other government agencies
- Ensures that laws and ordinances are enforced and that public peace and safety is maintained
- Prepares and delivers timely and effective performance evaluations for direct reports

#### IV. Other job functions:

- Directs investigation of major crime scenes and acts as department spokesperson
- Analyzes and recommends improvements to equipment and facilities as needed
- Performs the duties of subordinate personnel as needed
- Attends or designates personnel to attend conferences to keep abreast of current trends in the field; represents the department at local, county, state and other meetings
- Attends Town Council and other meetings as necessary
- Represents the Town to the Public and other communities in a positive and professional manner

#### V. Physical demands:

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.
- While performing the duties of this job, the employee will spend some time sitting at a desk, working with a computer and speaking with employees and citizens in person and by phone. This will require that the employee be able to sit for moderate periods, speak and hear. The employee will need to have visual acuity to read a computer screen and the manual dexterity to key at a rate required by this position and be able to manipulate a

mouse. The employee is required to stand, walk and occasionally run; use hands and fingers to feel, handle or operate objects, controls or assigned tools and equipment; reach with hands and arms; climb, balance, stoop, kneel, crouch and crawl as well as taste and smell

- The employee must occasionally lift and/or move more than 100 pounds. Likewise, the individual must be able to assist in the physical control and securing of another who may be resistant to these efforts
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus

#### VI. Work environment:

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position.
- While performing the duties of this job, the employee occasionally works in outside weather conditions, both daytime and nighttime. The employee is occasionally exposed to wet and/or humid conditions, fumes and airborne particles, toxic or caustic chemicals, extreme cold, extreme heat and vibration. It is expected that the individual may be exposed to blood or other potentially infectious materials during the course of his or her duties.
- The noise level in the work environment is usually moderate

Note: This description is intended to indicate the kinds and levels of work difficulty that will be required of the position that will be given the title and shall not be construed as declaring what specific duties and responsibility of any particular position shall be. It is not intended to limit or in any way modify the right of the supervisor to assign, direct, and control the work of employees under supervision. The use of a particular expression or illustration describing duties shall not be held to exclude other duties mentioned that are of a similar kind or level of difficulty

# Tab D

**COUNCIL PAPER**

**At the meeting held on February 20, 2019 at the Colonial Beach Town Center**

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**RESOLUTION #10-19, Amends Resolution #30-18, "Ratification of Memorial Advisory Commission and Appointment of Review Committee"**

**WHEREAS** the Commission has been inactive and without members since 2012.

**NOW THEREFORE BE IT RESOLVED** by the Colonial Beach Town Council at its regular monthly meeting on February 20, 2019 that \_\_\_\_\_ **and** \_\_\_\_\_, with assistance from the Town Manager and/or Town Attorney, are requested to review any and all available documents pertaining to the Colonial Beach Memorial Advisory Commission and interview those persons who possess information and historical knowledge and who are willing to serve on the Commission for the purpose of nominating candidates for the Wall of Honor.

**BE IT FURTHER RESOLVED** that upon review and after interviews are conducted, \_\_\_\_\_ **and** \_\_\_\_\_ will make a recommendation of three persons for membership in the Memorial Advisory Commission.

---

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

	AYE	NAY		AYE	NAY
Mayor Eddie Blunt	___	___	Dallas Leamon	___	___
Frank Alger	___	___	Vicki Roberson	___	___
Steve Cirbee	___	___	Robin Schick	___	___
Pat Ey	___	___			

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

**AGENDA - #58-03**

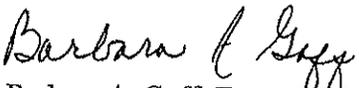
**RESOLUTION - ADOPTION OF MEMORIAL ADVISORY COMMISSION BY-LAWS**

**WHEREAS**, the Town Council created a Memorial Advisory Commission to honor men and women who gave of themselves for our benefit and not their own; and

**WHEREAS**, three volunteers were appointed to the Memorial Advisory Commission and held their first meeting to establish by-laws for the commission.

**THEREFORE BE IT RESOLVED**, that the Town Council meeting in regular session Thursday, November 13, 2003 hereby adopts the attached by-laws for the Memorial Advisory Commission.

**THIS IS TO CERTIFY THIS IS A TRUE COPY OF AN ORIGINAL RESOLUTION;** adopted by the Town Council at a regular meeting of Council held Thursday, November 13, 2003 at the Colonial Beach Town Center; a quorum of said Council being present.

  
Barbara A. Goff, Town Clerk

**The Memorial Advisory Commission  
Town of Colonial Beach  
By-Laws**

**ARTICLE 1. Adoption of by-laws**

The by-laws of the Colonial Beach Memorial Advisory Commission were adopted by the Commission at a meeting on November 13, 2003.

**ARTICLE 2. Purpose of the Commission**

The purpose of the Commission is to advise and make recommendations to the Town Council on appropriate means of recognizing individuals and organizations who have made contributions to the Town of Colonial Beach.

**ARTICLE 3. Membership**

The Commission shall be composed of three (3) members appointed by the Town Council. All members shall serve without compensation and shall be residents of the Town during his or her term of office.

**ARTICLE 4. Term of Office**

One (1) member of the Commission shall be appointed for initial term of two (2) years. The remaining two (2) members shall be appointed for initial terms of four (4) years. After the expirations of said initial terms, all members shall be appointed for terms of four (4) years. The Town Council shall fill any vacancies through appointment. Any person appointed to fill a vacancy shall hold the office the remainder of the un-expired term.

**ARTICLE 5. Officers**

Officers shall be a chairman, Secretary and such other offices, as the Commission may deem appropriate. All officers shall serve a one (1) year term.

**ARTICLE 6. Meetings, Quorum, Minutes**

Meetings shall be held on the 2<sup>nd</sup> Wednesday of each month at the Cooper Memorial Library at 2:00 p.m. Meetings shall be conducted in accordance with the by-laws and Roberts Rules of Order. Special meetings may be called by the Chairman, or by written request of two (2) members of the Commission. A majority of the members present at a duly called meeting shall constitute a quorum. No action of the Commission shall be valid unless authorized by the vote of a majority of members actually present. The Secretary shall keep minutes of all meetings and adhere to other requirements of the Virginia Freedom of Information Act (FOIA) §2.2-3 700, et. seq. of the Code of Virginia (1950), as amended. Copies of all minutes shall be signed by the Secretary or other person designated by the Commission to take minutes and forwarded to the Town Clerk within twenty (20) days following each meeting.

**ARTICLE 7. Types of Recognition**

The Commission has determined that a Wall of Honor will be the form of recognition. Such wall will be the Town Center, pending approval of the Town Council. Any cost associated with the recognition, including the cost of constructing memorials, shall be borne by the Commission. However, the cost of maintaining the memorials shall be borne by the Town of Colonial Beach.

**ARTICLE 8. Nomination for Recognition Process**

Criteria to be used in determining those individuals living or dead and organizations deserving recognition by the Town is as follows:

- Individuals and organizations from any field of endeavor who have made a significant contribution to the health, welfare and or prosperity of the Town of Colonial Beach.
- Individuals may be living or deceased. Deceased nominees must have been deceased for two (2) years before their nomination can be considered by the Commission.
- The Commission shall solicit nominations for recognition from the public. Each nomination must include a justification statement along with any supporting documentation such as newspaper articles, letters of consideration, obituaries, etc.
- The Commission will recommend five (5) names to the Town Council for consideration. Remaining nominations submitted will be held by the Commission to be considered along with any that may be submitted the following year.
- There will be two (2) forms, one for individuals and one for organizations.
- Individuals must live in the Town of Colonial Beach at the time of their nomination; and if deceased, must have resided in the Town at the time of their death.

**ARTICLE 9. Authority over Contributions**

The Commission shall have authority, on behalf of the Town, to solicit and accept private contributions, gifts, bequests and other donations of property into a Memorial Fund to carry out the purpose of this Commission. All funds and other donations accepted by the Commission shall be deposited with the Town Treasurer to the credit of the Town for the exclusive use, and at the direction of the Commission. The Commission shall submit a report to the Town Council monthly of all receipts and expenditures from such fund.

**ARTICLE 10. Advisors**

The Commission may seek experts to serve as pro bono advisors to the Commission in particular areas of consideration concerning a nominee.

**ARTICLE 11. Amending the By-laws**

These by-laws may be amended by the affirmative vote of a majority of the Commission voting on the question at any meeting of the Commission where a quorum is present. Proposed amendments to the by-laws shall be provided to the Town Council prior to such meeting.

**ARTICLE 12. Annual Meeting**

An annual organizational meeting shall be held each July to elect officer for the coming year.

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Anna M. Payne  
Memorial Advisory Commission Secretary

**AGENDA - #58-03**

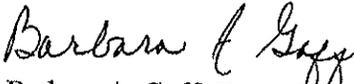
**RESOLUTION - ADOPTION OF MEMORIAL ADVISORY COMMISSION BY-LAWS**

**WHEREAS**, the Town Council created a Memorial Advisory Commission to honor men and women who gave of themselves for our benefit and not their own; and

**WHEREAS**, three volunteers were appointed to the Memorial Advisory Commission and held their first meeting to establish by-laws for the commission.

**THEREFORE BE IT RESOLVED**, that the Town Council meeting in regular session Thursday, November 13, 2003 hereby adopts the attached by-laws for the Memorial Advisory Commission.

**THIS IS TO CERTIFY THIS IS A TRUE COPY OF AN ORIGINAL RESOLUTION;**  
adopted by the Town Council at a regular meeting of Council held Thursday, November 13, 2003  
at the Colonial Beach Town Center; a quorum of said Council being present.

  
Barbara A. Goff, Town Clerk

ARTICLE IX. - MEMORIALS ADVISORY COMMISSION

Sec. 2-101. - Establishment of the Memorials Advisory Commission; purpose.

The Memorials Advisory Commission is hereby established to advise and make recommendations to the town council on appropriate means of recognizing and awarding citizens from any field of endeavor who have made significant contributions to the health, welfare and prosperity of the town.

(Ord. No. 480)

Sec. 2-102. - Membership.

The commission shall be composed of three (3) members, appointed by the town council. All members shall serve without compensation. Each member shall be a resident of the town at all times during his or her term of office. One (1) member of the town council may serve as a liaison between the commission and the town council. Such liaison shall not be considered a member of the commission.

(Ord. No. 480, 9-12-02)

Sec. 2-103. - Terms of office.

One (1) member of the commission shall be appointed for initial terms of two (2) years. The remaining two (2) members shall be appointed for initial terms of four (4) years. After the expiration of said initial terms, all members shall be appointed for terms of four (4) years. The town council shall fill any vacancies through appointment. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term.

(Ord. No. 480, 9-12-02)

Sec. 2-104. - Officers.

The commission shall hold an annual organizational meeting, at which the first order of business shall be the election of a chairman, a secretary, and such other officers as the commission may deem appropriate. All officers shall serve for one-year terms.

(Ord. No. 480, 9-12-02)

**Sec. 2-105. - Meetings, quorum, minutes.**

The commission shall adopt bylaws and shall employ Roberts Rules of Order for the conduct of meeting consistent with the provisions of this article. Special meetings may be called by the chairman, or by the written request of two (2) members of the commission. A majority of members present at a duly called meeting shall constitute a quorum. No action of the commission shall be valid unless authorized by the vote of a majority of members actually present. The secretary shall keep minutes of all meetings and adhere to other requirements of the Virginia Freedom of Information Act, section 2.2-3700, et seq. of the Code of Virginia (1950) as amended. Copies of all minutes shall be signed by the secretary or other person designated by the commission to take minutes and forwarded to the town clerk within twenty (20) days following each meeting.

(Ord. No. 480, 9-12-02)

**Sec. 2-106. - Types of recognition.**

The commission shall develop appropriate means by which the town may recognize or commemorate such contributions. Such forms of recognition may include public testimonial celebrations, the naming of public facilities or streets, the dedication of statues, monuments, works of art, the creation of scholarships or other awards, the installation of memorial plaques or other suitable forms of recognition; and the receipt of awards or other forms of recognition by the town. Any cost associated with the recognition including the cost of constructing memorials shall be borne by the commission. However, the cost of maintaining memorials shall be borne by the town.

(Ord. No. 480, 9-12-02)

**Sec. 2-107. - Nomination for recognition, process.**

The commission shall develop criteria for the nomination of persons and organizations deserving recognition by the town. Using such criteria each year the commission shall recommend to the council the names of up to five (5) citizens, living or deceased, who have significantly contributed to the health, welfare or prosperity of the town. The commission shall solicit nominations for recognition from the public. All deceased nominees must have been

deceased for two (2) years before the commission can consider their nomination. The commission shall forward its recommendations including a justification statement along with any supporting documentation to the council for consideration.

(Ord. No. 480, 9-12-02)

Sec. 2-108. - Authority over contributions.

The commission shall have the authority, on behalf of the town, to solicit and accept private contributions, gifts, bequests and other donations of property into a memorial fund to carry out the purposes of this article. All funds and other donations accepted by the commission shall be deposited with the town treasurer to the credit of the town for the exclusive use of, and at the direction of, the commission. The commission shall submit a report to the town council monthly of all receipts and expenditures from such fund.

(Ord. No. 480)

Secs. 2-109—2-120. - Reserved.

# Tab E

**DRAFT**

**COUNCIL PAPER**

**At the meeting held on February 20, 2019 at the Colonial Beach Town Center**

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**RESOLUTION #11-18, Approves Lease Agreement for Dock/Pier Construction**

**BE IT RESOLVED** that the Town Council meeting at its regular meeting on February 20, 2019 hereby approves the attached lease agreement for construction and/or maintenance of docks/piers located on town property effective this 20th day of February, 2019.

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

	AYE	NAY		AYE	NAY
Mayor Eddie Blunt	___	___	Dallas Leamon	___	___
Frank Alger	___	___	Vicki Roberson	___	___
Steve Cirbee	___	___	Robin Schick	___	___
Pat Ey	___	___			

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

**LEASE AGREEMENT FOR DOCK/PIER CONSTRUCTION ON TOWN PROPERTY**

**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 F

**COUNCIL PAPER**

**At the meeting held on February , 2019 at the Colonial Beach Town Center**

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**RESOLUTION #12-19, FY 2020 Budget Timeline Resolution**

**WHEREAS** Virginia Code Section 22.1-93 requires that the Town Council approve the budget for the Colonial Beach School Board by May 15, 2019; and

**WHEREAS** state law also prescribes the deadlines for the setting of tax rate(s) by the Colonial Beach Town Council as well as the adoption of the FY 2020 budget.

**NOW THEREFORE BE IT RESOLVED** by the Colonial Beach Town Council at its regular monthly meeting on \_\_\_\_\_ that the FY 2020 budget shall be developed/approved in accordance with the following timelines:

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

AYE

NAY

AYE

NAY

Mayor Eddie Blunt  
Frank Alger  
Steve Cirbee  
Pat Ey

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\_\_\_\_\_  
\_\_\_\_\_

Dallas Leamon  
Vicki Roberson  
Robin Schick

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\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

Adopted \_\_\_\_\_

Tabled \_\_\_\_\_

# Tab G

## Kathy Flanagan

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**From:** Rob Murphy  
**Sent:** Friday, February 01, 2019 2:38 PM  
**To:** Kathy Flanagan  
**Cc:** Quinn Robertson; Chris Ruchty  
**Subject:** RE: Draft Agenda

Kathy,

Information was requested regarding the status of a drainage issue between the Vaughan and Sokoi properties on Santa Maria Avenue.

Below is what we believe to be worst case scenarios for materials, equipment and Town labor to alleviate their drainage. Design numbers are close and tree removal numbers are accurate. The engineer has stated that this is intended to help, but is not intended to solve all drainage within the area. That project scope would be far larger.

I hope this information is helpful.

<b>Construction costs directly related to Vaughan &amp; Sokoi Properties - Homeowners to execute 10' easement</b>					
	<b>STATUS</b>	<b>COST</b>			
Easement Execution (Legal)	Owners Waiting Design	OWNER			
Elevations and Design sketch from J Howeth	Working	\$2,000.00			
Materials and Equipment Costs - High end	Waiting executed easement	\$4,320.00			
Town Labor Cost - High end	Waiting executed easement	\$1,230.00			
	<b>SUBTOTAL</b>	<b>\$7,550.00</b>			
<b>Construction costs directly related to ROW</b>					
	<b>STATUS</b>	<b>COST</b>			
3 Trees Removed	Waiting executed easement	\$7,000.00			
Materials and Equipment Costs - High end	Waiting executed easement	\$9,538.00			
Town Labor Cost - High end	Waiting executed easement	\$2,785.00			
	<b>SUBTOTAL</b>	<b>\$19,323.00</b>			
	<b>COMBINED TOTAL</b>	<b>\$26,873.00</b>			

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**From:** Kathy Flanagan  
**Sent:** Thursday, January 31, 2019 2:34 PM  
**To:** Eddie Blunt <[ebblunt@colonialbeachva.net](mailto:ebblunt@colonialbeachva.net)>; Robin Schick <[rschick@colonialbeachva.net](mailto:rschick@colonialbeachva.net)>  
**Cc:** Quinn Robertson <[qrobertson@colonialbeachva.net](mailto:qrobertson@colonialbeachva.net)>; [jcornwell@cornwellesq.com](mailto:jcornwell@cornwellesq.com); Rob Murphy <[rmurphy@colonialbeachva.net](mailto:rmurphy@colonialbeachva.net)>; Allyson Finchum <[afinchum@colonialbeachva.net](mailto:afinchum@colonialbeachva.net)>; Bruce Hough <[bhough@colonialbeachva.net](mailto:bhough@colonialbeachva.net)>; Gladys Gomez <[ggomez@colonialbeachva.net](mailto:ggomez@colonialbeachva.net)>  
**Subject:** Draft Agenda

Good afternoon,

Please find attached a Draft Agenda and resolutions for next week's Work Session for your review.

Thank you,

Kathleen Flanagan  
Town Clerk  
Town of Colonial Beach  
315 Douglas Avenue  
Colonial Beach, VA 22443  
804-224-7181  
[kflanagan@colonialbeachva.net](mailto:kflanagan@colonialbeachva.net)