



Before the
Colonial Beach Town Council

Held at
Town Center, 22 Washington Avenue

Wednesday, March 20, 2019 at 6:00 p.m.
Town Council Regular Meeting
AGENDA

1. **Call to Order**
2. **Moment of Silence/Pledge of Allegiance**
3. **Roll Call of Members**
4. **Additions to the Agenda**
5. **Approval of the Agenda**
6. **Approval of Minutes for the March 9, 2019 Special Meeting,**
7. **Council Member Announcements**
8. **Presentations**
 - Gladys Gomez, Analysis of Town Expenditures *(Tab A)*

 - Colonial Beach Schools ● Westmoreland County Supervisor ● Planning Commission
 - Downtown Colonial Beach ● Chamber of Commerce ● Colonial Beach Foundation
9. **Monthly Department Reports *(Tab B)***
10. **Unfinished Business**
 - Resolution #15-19, Amends FY 18-19 Budget *(Tab C)*

11. New Business

Public Hearing

Resolution # 17-19, Intent to Lease Town-Owned Waterfront Property to Individuals for the Construction and/or Maintenance of Docks or Piers *(Tab D)*

- (i) Public Input**
- (ii) Council Action**

Resolution #18-19, Approves Lease Agreement for Town-Owned Waterfront Property to Individuals for the Construction and/or Maintenance of Docks or Piers *(Tab E)*

Resolution #19-19, Referral to the Planning Commission re: Review and Recommendation of Amendments to Town Code, Section 13, Article III, “Boardwalk Vendors and Peddlers” and the Colonial Beach Zoning Ordinance, Articles 5, 7, 8 and 9 *(Tab F)*

12. Citizen Input

13. Closed Meeting (if necessary)

14. Adjournment/Recess

Tab A

The Budget Process Fiscal Year 2020 – Part 2

FOCUSING ON WATER FUND & SEWER FUND REVENUE
FOR TOWN COUNCIL REGULAR MEETING MARCH 20,
2019



FY20 Budget Calendar-Review

Friday	Kickoff	2/1/2019	CFO begins to prepare FY20 budget template files for the FY20 budget process
Tuesday	DH Meeting	2/5/2019	TM, CFO and DH meet to discuss FY20 budget process/needs; prelim Jan 2019 Rev/Exp results
Tuesday	DH Mtg	2/12/2019	CFO reviews Jan 2019 Rev/Exp with Town Manager and Department Heads
Tuesday	DH Mtg	2/19/2019	CFO, TM and DH continue to discuss FY20 budget process/needs
Wednesday	TC Meeting	2/20/2019	FY20 Budget Timeline Resolution approved by Town Council
Tuesday	DH Mtg	2/26/2019	CFO and TM continue meetings with DH to discuss FY20 budget needs
Wednesday	DH Deadline	2/27/2019	FY20 Budget requests from Department Heads due to CFO/TM
Monday	CFO/TM Mtg	3/4/2019	CFO and TM start drafting FY20 budget files and presentation document
Tuesday	DH Mtg	3/5/2019	Prelim Feb 2019 Rev/Exp results
Wednesday	TC Worksession	3/6/2019	CFO and TM update Town Council on status of FY20 budget process - Revenue focused
Tuesday	DH Mtg	3/12/2019	CFO and TM continue working on FY20 budget files and presentation document w/input from DH
Tuesday	DH Mtg	3/19/2019	CFO reviews Feb 2019 Rev/Exp with Town Manager and Department Heads
Wednesday	TC Meeting	3/20/2019	CFO and TM update Town Council on status of FY20 budget process - Expenditures focused
Tuesday	DH Mtg	3/26/2019	CFO and TM continue working on FY20 budget files and presentation document w/input from DH
Tuesday	DH Mtg	4/2/2019	CFO and TM continue working on FY20 budget files and presentation document w/input from DH
Wednesday	TC Worksession	4/3/2019	FY20 Budget is Presented to Town Council at Worksession
Tuesday	DH Mtg	4/9/2019	Preliminary Mar 2019 Rev/Exp results
Tuesday	DH Mtg	4/16/2019	CFO reviews Mar 2019 Rev/Exp with Town Manager and Department Heads
Wednesday	TC Meeting	4/17/2019	FY20 Budget is discussed at TC Meeting and request for public hearing is anticipated
Wednesday	TC Worksession	5/1/2019	FY20 Budget Public Meeting
Tuesday	DH Mtg	5/7/2019	Preliminary Apr 2019 Rev/Exp results
Tuesday	DH Mtg	5/14/2019	CFO reviews Apr 2019 Rev/Exp with Town Manager and Department Heads
Wednesday	TC Meeting	5/15/2019	Approve FY20 Town Budget

Note: Recommend coordination with the Schools budget process/timeline.

Water Fund Revenues

CURRENT YTD AS OF JAN 2019 (PRELIM) AND
HISTORICAL RESULTS (PAST 4 YEARS)



Revenue: YTD FY19 1/31/19 and 4 Prior Years – Water Fund

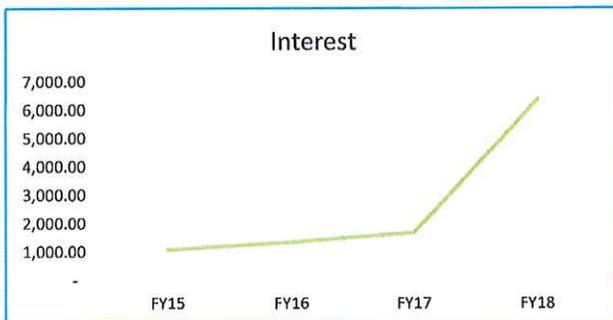
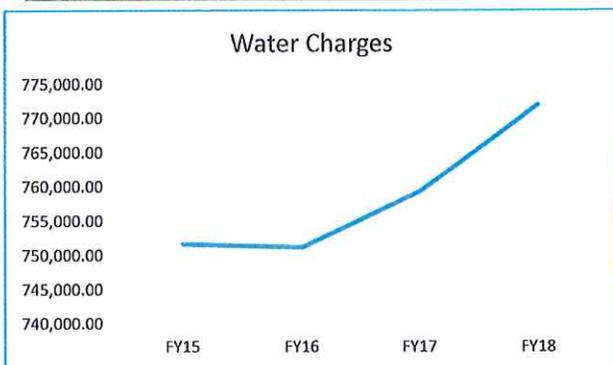
	As of 1/31/19				
	FY15	FY16	FY17	FY18	FY19
Water Charges	751,658.28	751,174.42	759,275.48	771,960.17	383,536.82
Penalty	7,860.15	7,083.81	7,223.54	9,230.78	-
Interest	1,074.67	1,342.19	1,678.92	6,365.45	2,210.37
New Water Connection Fees	26,400.00	20,315.30	41,495.00	36,070.00	11,250.00
Reconnection Fees	11,150.00	18,900.00	15,785.00	18,300.00	9,300.00
Total Operating Revenue	798,143.10	798,815.72	825,457.94	841,926.40	406,297.19

% of Total Operating Revenue	FY15	FY16	FY17	FY18
Water Charges	94.18%	94.04%	91.98%	91.69%
Penalty	0.98%	0.89%	0.88%	1.10%
Interest	0.13%	0.17%	0.20%	0.76%
New Water Connection Fees	3.31%	2.54%	5.03%	4.28%
Reconnection Fees	1.40%	2.37%	1.91%	2.17%

See excel file printed report (11x14) that has revenue line detail for FY19 Budget to Actual along side FY15 through FY18 Actuals.

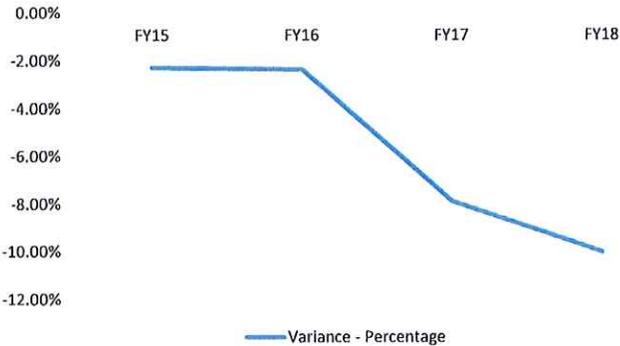


Trend Analysis: Water Revenue

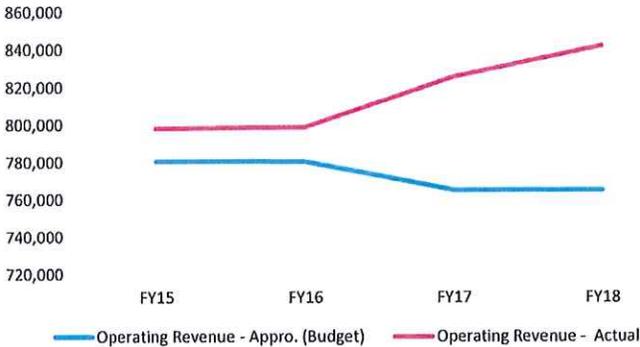


Budget to Actual Variances - Water Fund

Variance - Percentage



Budget vs Actual Revenue FY15 to FY18



	FY15	FY16	FY17	FY18
Operating Revenue - Appro. (Budget)	780,276	780,276	764,929	764,929
Operating Revenue - Actual	798,143	798,816	825,458	841,926
Variance - Budget (Appro) to Actual	(17,867)	(18,540)	(60,529)	(76,997)
Variance - Percentage	-2.29%	-2.38%	-7.91%	-10.07%

Water Meter Project – VRA Debt/Grant

				FY18		
MAJOR		BUDGET	APPR.	Y-T-D		%
ACCT#	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	BALANCE	REMAIN.
18000	** Miscellaneous Revenue **					
1	Miscellaneous Revenue					
2	Debt Proceeds Water Sys Improvement	-	4,374,004.00	-	4,374,004.00	100%
	** Miscellaneous Revenue **	-	4,374,004.00	-	4,374,004.00	100%

				FY19		
MAJOR		BUDGET	APPR.	Y-T-D		%
ACCT#	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	BALANCE	REMAIN.
18000	** Miscellaneous Revenue **					
1	Miscellaneous Revenue					
2	Debt Proceeds Water Sys Improvement	-		- 1,335,943.75	(1,335,943.75)	#DIV/0!
	** Miscellaneous Revenue **	-		- 1,335,943.75	(1,335,943.75)	#DIV/0!

Water Meter Project Debt Proceeds (i.e reimbursements) during FY18 were \$2,132,713.83. Amount budgeted in FY18 was estimated total cost. Since the Water Fund is a Proprietary Fund, the debt proceeds are tracked during the year and then a year-end entry is made to record the debt. That is, the Debt Proceeds (i.e. Revenue account) is debited and Debt (i.e Liability account) is credited. Thus for FY18 the \$0 in YTD column. Debt proceeds are comprised of the amount reimbursed. The PW Director tracks the expenditures and submits for reimbursement 1x a month. Reimbursement from VRA is typically made within 30 days. During this time, the Town must be vigilant regarding cash flow until reimbursed. The total line of credit/grant is up to \$4,374,004. The Meter Project was not completed in FY18. \$3,488,657.57 total expenses through 1/31/19.

Water Meter Project – Debt Covenant Compliance

Per the VRA Financing Agreement that closed on June 29, 2017, Article V Section 5.2 serves as a debt covenant:

(a) can not transfer funds from general fund to provide for net revenues available for debt service; must have sufficient available to cover 100% of the amount required for all debt service within the Water Fund.

(b) on or before the last day of each fiscal year, must review the adequacy of rates to ensure compliance with (a).

The Town was in compliance for FY17 and FY18 (see next two slides). It is anticipated that compliance with the debt covenant will also be maintained for FY19 (see discussion below). Must ensure that FY20 is budgeted and rates are set to maintain compliance.

Debt payments made in FY19:

The amortization table that accompanied the Financing Agreement called for the first payment on 9/1/18 as an interest only payment in an amount “to be determined” based on what was drawn as of 8/31/18 and the first principal and interest payment (P&I) due 3/1/19 of \$140,453.32 based on the full \$4,374,004 being drawn. Then going forward this P&I payment of \$140,453.32 would occur twice a year each September 1 and March 1. Total debt service required from the VRA loan is therefore \$280,906.64 in each fiscal year based on the “up to” amount of \$4,374,004 for a 20 year term.

However, the project is not complete as of today and has not drawn the full amount as a result. The Town’s Finance Department contacted VRA regarding how this, if any, impacts the debt service payments going forward.

During FY19, an interest payment was made by 9/1/18 of \$34,889.97 based on month-end balance outstanding since 6/30/18. A P&I payment was also made by 3/1/19 of \$140,453.32. Total additional debt service for FY19 is therefore \$175,343.29.



Water Meter Project - Debt Covenant Met for FY17 & FY18

TOWN OF COLONIAL BEACH, VIRGINIA

EXHIBIT 15

VRA DEBT COVENANT
Year Ended June 30, 2017

	<u>Water</u>
OPERATING REVENUES	
Charges for services	\$ 768,178
Connection fees	57,280
Total operating revenues	<u>825,458</u>
OPERATING EXPENSES EXCLUDING DEPRECIATION	
Personnel	210,372
Operating	209,599
Total operating expenses excluding depreciation	<u>419,971</u>
Operating revenue available for debt service	<u>\$ 405,487</u>
DEBT SERVICE	
Principal retirement	\$ 170,867
Interest and fiscal charges	48,564
Total debt service	<u>219,431</u>
Operating revenue in excess of debt payments	<u>\$ 186,056</u>

Schedule demonstrates the Town has satisfied the rate covenant required by Virginia Resources Authority for the 2017 Virginia Water Facilities Revolving Fund. No debt payments were made in FY17.

Water Meter Project - Debt Covenant Met for FY17 & FY18

Exhibit 21

Town of Colonial Beach, Virginia
VRA Debt Covenant
For the Year Ended June 30, 2018

	<u>Water</u>
Operating revenues:	
Charges for services	\$ 787,556
Operating expenses excluding depreciation:	
Personnel services	\$ 201,021
Fringe benefits	35,698
Contractual services	17,155
Other charges	133,669
Total operating expenses excluding depreciation	<u>387,543</u>
Operating revenue available for debt service	\$ <u>400,013</u>
Debt service:	
Principal retirement	\$ 112,679
Interest expense	15,407
Total debt service	<u>128,086</u>
Operating revenue in excess of debt service payments	\$ <u><u>271,927</u></u>

Schedule demonstrates the Town has satisfied the rate covenant required by Virginia Resource Authority for the 2017 Virginia Water Facilities Revolving Fund. No debt payments were made in FY18.

Sewer Fund Revenues

CURRENT YTD AS OF JAN 2019 (PRELIM) AND
HISTORICAL RESULTS (PAST 4 YEARS)



Revenue: YTD FY19 1/31/19 and 4 Prior Years – Sewer Fund

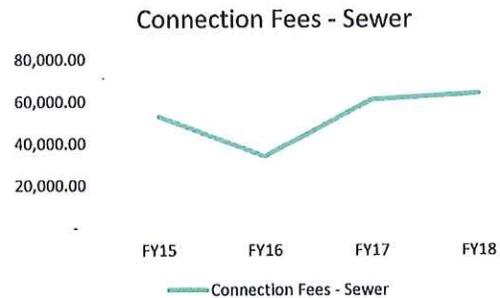
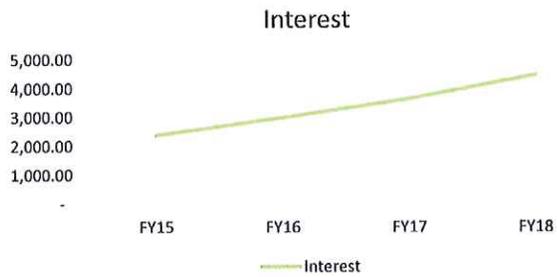
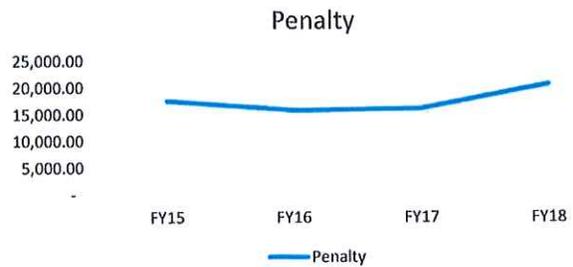
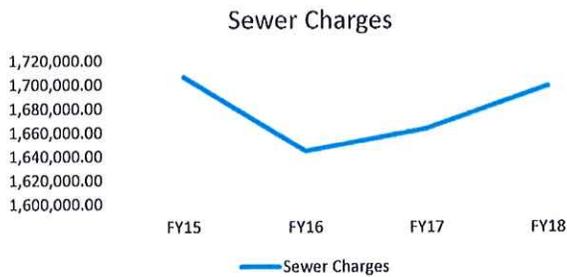
As of 1/31/19

	FY15	FY16	FY17	FY18	FY19
Sewer Charges	1,706,177.87	1,644,467.15	1,663,308.37	1,698,553.06	843,784.74
Penalty	17,495.16	15,767.21	16,078.21	20,545.94	11,355.28
Interest	2,392.02	2,987.46	3,643.57	4,468.04	2,938.52
Connection Fees - Sewer	52,500.00	33,750.00	60,725.00	63,750.00	18,750.00
Septage Receiving	-	-	-	23,809.26	38,713.24
Wastewater Proccesing Fee	177,847.40	173,037.40	172,750.97	86,939.75	104,454.04
WWPUP County Payments	-	-	-	-	3,685.85
County Share of Capital Improvement	-	-	5,421.81	63,169.51	58,684.57
Total Operating Revenue	1,956,412.45	1,870,009.22	1,921,927.93	1,961,235.56	1,082,366.24

% of Total Operating Revenue	FY15	FY16	FY17	FY18
Sewer Charges	87.21%	87.94%	86.54%	86.61%
Penalty	0.89%	0.84%	0.84%	1.05%
Interest	0.12%	0.16%	0.19%	0.23%
Connection Fees - Sewer	2.68%	1.80%	3.16%	3.25%
Septage Receiving	0.00%	0.00%	0.00%	1.21%
Wastewater Proccesing Fee	9.09%	9.25%	8.99%	4.43%
WWPUP County Payments	0.00%	0.00%	0.00%	0.00%
County Share of Capital Improvement	0.00%	0.00%	0.28%	3.22%

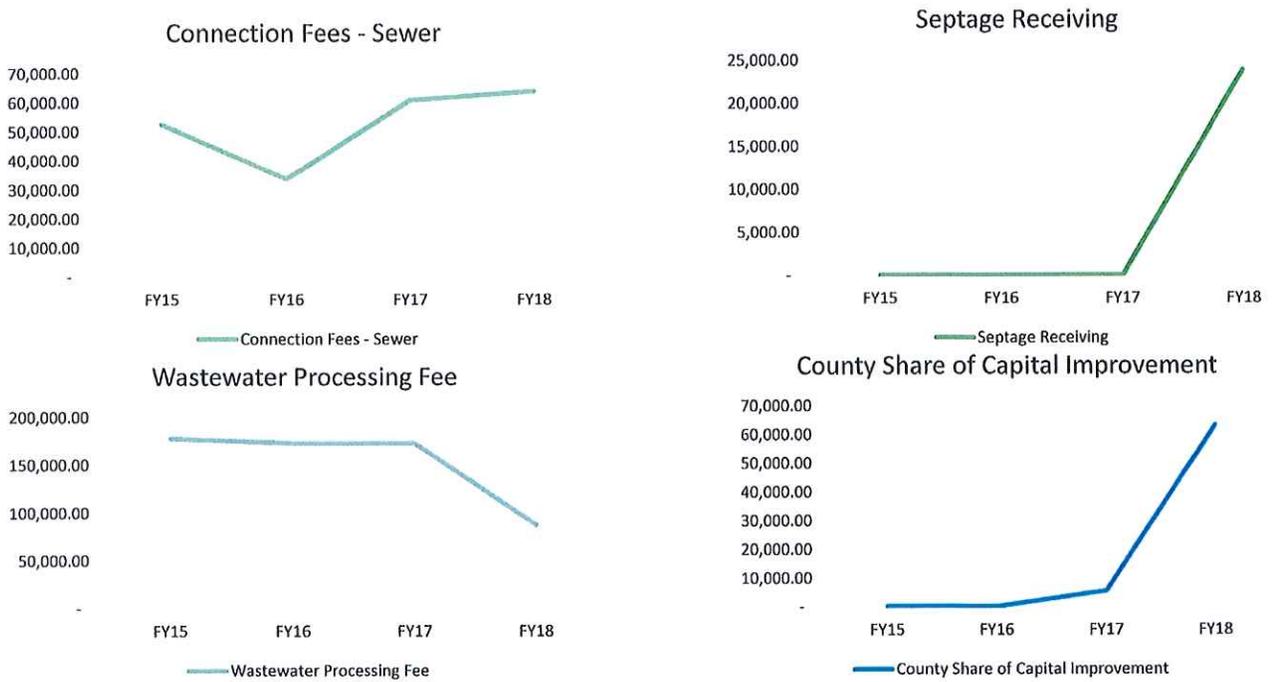
See excel file printed report (11x14) that has revenue line detail for FY19 Budget to Actual along side FY15 through FY18 Actuals.

Trend Analysis: Sewer Revenue



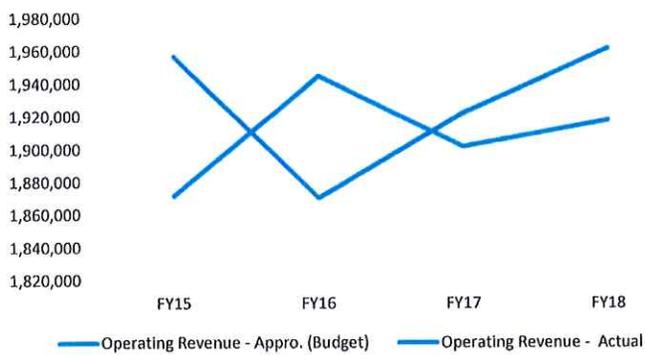
Septage Receiving: Starting FY18, started a new revenue stream for "tippage" which is when septic tanks are pumped out into trucks and then the TOCB WWTP takes the discharge. The rate is \$0.05/gallon if the flow is within Westmoreland County and \$0.06/gallon if outside the county. 5 companies have signed up but only 2 are using the service on a regular basis.

Trend Analysis: Sewer Revenue

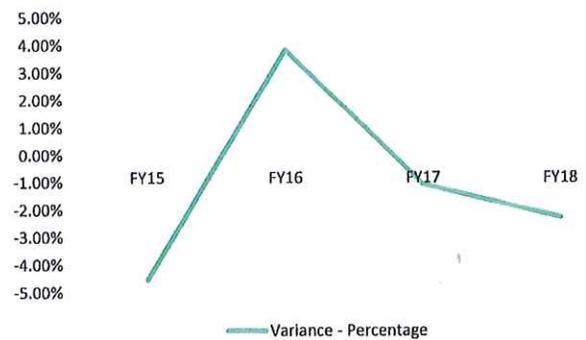


Budget to Actual Variances - Sewer Fund

Budget to Actual Revenue FY15 - FY18



Variance - Percentage



	FY15	FY16	FY17	FY18
Operating Revenue - Appro. (Budget)	1,871,289	1,944,586	1,901,396	1,917,475
Operating Revenue - Actual	1,956,412	1,870,009	1,921,928	1,961,236
Variance - Budget (Appro) to Actual	(85,123)	74,577	(20,532)	(43,761)
Variance - Percentage	-4.55%	3.84%	-1.08%	-2.28%

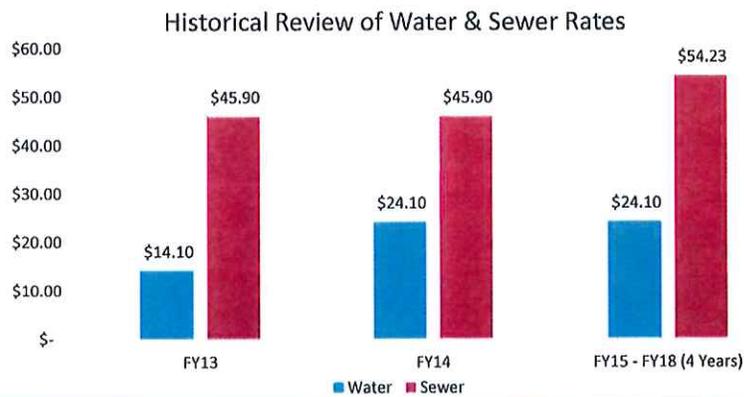
Water and Sewer Rates



Historical Review of Water & Sewer Rates

	Quarterly	Monthly
Water	\$ 42.30	\$ 14.10
Sewer	\$ 137.70	\$ 45.90
Total	\$ 180.00	\$ 60.00

Increase 10/11/12		
Water	\$ 72.30	\$ 24.10
Sewer	\$ 137.70	\$ 45.90
Total	\$ 210.00	\$ 70.00
Increase 7/1/2014		
Water	\$ 72.30	\$ 24.10
Sewer	\$ 162.70	\$ 54.23
Total	\$ 235.00	\$ 78.33



General Fund Expenditures

TO BE PROVIDED NEXT WEEK



Water Fund Expenditures

TO BE PROVIDED NEXT WEEK



Sewer Fund Expenditures

TO BE PROVIDED NEXT WEEK



Tab B



Town Manager & Department Reports



- Torrey Smith Project: Concrete pads complete, currently finishing the stormwater system
- Flack Shack pre-season marketing initiatives: Paddle boarding, Wedding with horse/carriage rides, boat charters, historical museum interests, numerous media outreach activities, Grants, WWII Event
- Parking Meter vendor selection: We are currently reviewing a municipal procurement vehicle which could allow for accelerated acquisition process
- COMREL meeting in CB (MAY)
- Re-visiting the P-Card procurement initiative
- FY20 Budget
- Implementing and “nesting” TM Goals and Objectives for 2019 into Councils Goal Categories
- Reconstitute Evaluations and job descriptions across staff
- Riverside Meadows paving cost: currently reviewing the 3 yrs. of cost in order to confirm actual cost of paving the meadows.



Finance / HR



- Edmunds software integration (enduring task, significant energies devoted to Budget integration)
- FY20 Budget operations
- (HR) VML insurance submittal
- Business license and Parking sticker season
- 4th Qtr. Water & Sewer (3rd March) billing



Police



February/2019
Police Department Report

Significant Activity: On 2/3/2019, a Malicious Wounding (Shooting) was reported at a residence in the 300 block of Seventh Street. The subject was arrested at the scene and is currently incarcerated at the Northern Neck Regional Jail on a No Bond status. Trial is pending.

- 389 Officer Calls for Service
- 28 Criminal Offenses Reported 10 Subjects Arrested
- 27 Traffic Citations Issued
- Interviews/Background investigations continuing on applicants for full/part-time Police Officer positions.
- On 2/5/2019, Officer Steven Russo graduated from the Rappahannock Regional Criminal Justice Academy and is currently completing his Field Training.
- Coordinating with Finance Department reference upcoming 2019/2020 Budget.



Zoning & Community Development



- Coordination with Westmoreland County on the transfer of Building Services to include active permits, new incoming permits, and the routing process
- Coordination with the Commissioner of the Revenue to retrieve data to map, create spreadsheet, and legal ad for pier lease issue
- Collaborated with Commissioner of the Revenue on preparing legal ad for sale of public properties
- Continued effort on blight issue
- Court Action on Code Enforcement for Property Maintenance, Inoperable Vehicles and Nuisances
- Ongoing work sessions and meetings with the Planning Commission on the 2030 Comprehensive Plan



Public Works



- PW installing Atlantic Broadband piping from 205 to PW
- Water Meter Project – extension granted to 3-15-2019 – 99% communicating, minor issues on a couple of outstanding meters
- Robin Grove Water Facility Upgrade – Project 100% complete, facility will come online est. 30 days
- Major road milling and paving scheduled for 1st week when 4-5 consecutive days above 40 degrees and dry are projected
- Klotz Building Demo - IFB issued - pre-bid conference held- received bids – Notice of Intent to Award signed. Funding direction need from council to proceed with contract.
- Weldon Cooper reporting for FY 2018 State Highway expenditures **due 3-15-2019**
- Received request to install new banners the week of March 25th (current awaiting guidance from council for fund appropriation)
- Pedestrian Plaza: Town Attorney is reaching out to the funding elements for contract development. Rob will then mesh the technical requirements into the proposed contract/IFB (invitation for bid).
- Santa Maria: Mr. Howeth is schedule to conduct survey operations on 18MAR19 (weather dependent)
- Fly Over: Contracting signed and being executed, request guidance on funding appropriation.
- Palm Trees: In, 2018 Council directed the re-purchase of Palm Trees. Tree are on order and are anticipated to arrive 1st April- 19 April. We will be receiving an invoice in the 4th quarter and will incur removal/installation costs. Request funding direction for to cover costs. Recommendation: Discretionary funds are absent, I recommend to appropriating from reserves. Note: we are currently receiving interest for “tree sponsorship”.

Tab C

COUNCIL PAPER

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

**RESOLUTION #15-19, Amends Fiscal Year 2018-2019 Budget
General Fund and Transfers from General Fund to Capital Projects
Fund**

WHEREAS, the Colonial Beach Town Council finds it necessary to make the following amendments to the Fiscal Year 2018-2019 budget.

NOW THEREFORE BE IT RESOLVED, that the Town Council regular meeting Wednesday, March 20, 2019 hereby adopts and appropriates and amendment to Fiscal Year 2018-2019 budget as follows:

	FY 2018-19 Approved	FY 2018-19 Revised	Change
General Fund	\$7,098,716.34	\$7,179,346.18	+\$25,002 +\$55,627.84

1) Increase of \$25,002.00 represents Assigned Fund Balance as of June 30, 2018 related to the marketing contract that was signed for a 1 year period during FY18 and included in the FY18 budget but only 6 months was actually completed since the contract was not finalized until after December 2017. This represents carryover of fund balance and will be recorded in line item 3-100-016080-1000 Carry-Over from Prior Year. The related expenditure account is 4-100-012100-3100 Contracts for Professional Services.

2) \$111,255.69 represents Unassigned Fund Balance as of June 30, 2018 related to amount transferred back to General Fund from the School CIP Fund during FY18. \$55,627.84 (i.e. 50%) represents carryover of fund balance and will be recorded in line item 3-100-016080-1000 Carry-Over from Prior Year. The related expenditure account is 4-100-043100-3350 Town Buildings and Site Repairs.

WHEREAS, the Colonial Beach Town Council finds it necessary to make the following transfer between funds.

NOW THEREFORE BE IT RESOLVED, that the Town Council at the regular meeting, Wednesday, March 20, 2019 hereby approves a transfer from the General Fund to the Capital Projects fund as follows:

1). \$55,627.85 (i.e 50% of the amount noted above in #2) is to be Transferred to the Capital Projects Fund and designated in the Capital Project Fund Balance as "Assigned".

Moved By _____ Seconded By _____

AYE

NAY

AYE

NAY

Mayor Eddie Blunt
Frank Alger
Steve Cirbee
Pat Ey

Dallas Leamon
Vicki Roberson
Robin Schick

Adopted _____

Tabled _____

Tab D

COUNCIL PAPER

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

RESOLUTION #17-19, Intent to Lease Town-Owned Waterfront Property to Individuals for the Construction and/or Maintenance of Piers

WHEREAS, the Colonial Beach Town Council has expressed its intent to lease town-owned waterfront property to individuals for the construction and/or maintenance of docks or piers under uniform conditions; and

WHEREAS, those waterfront parcels are identified as:

The land from Weems Street to 1st Street along the Potomac River between mean low water line and roads known as Beach Terrace and Irving Avenue identified as Tax Map #3A2-2-PR; the land from the most southern tip of "The Point" to Weems Street along the Potomac River between mean low water line and Irving Avenue identified as Tax Map #3A1-2-PR; the land from the southern tip of "The Point" to Vernon Street along Monroe Bay between mean low water line and Monroe Bay Avenue identified as 3A1-2-MB.

WHEREAS, the Colonial Beach Town Council has held a duly advertised Public Hearing pursuant to VA Code Sections 15.2-1800 and 15.2-2101 on March 20, 2019.

NOW THEREFORE BE IT RESOLVED, upon the approval by Town Council of a lease instrument, the Town Manager is hereby directed to begin processing applications from individual property owners for the construction and/or maintenance of docks or piers that connect to town-owned parcels.

BE IT FURTHER RESOLVED that approval of individual lease agreements shall be made in accordance with all applicable local and state code requirements by the Colonial Beach Town Council.

Tab E

COUNCIL PAPER

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

RESOLUTION #18-19, Approves Lease Agreement for Town-Owned Waterfront Property to Individuals for the Construction and/or Maintenance of Piers

WHEREAS, the Colonial Beach Town Council has expressed its intent to lease town-owned waterfront property to individuals for the construction and/or maintenance of docks or piers under uniform conditions by way of a lease agreement pursuant to VA Code Sections 15.2-1800 and 15.2-2100.

NOW THEREFORE BE IT RESOLVED, the following lease agreement is hereby approved by Town Council:

“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 or Monroe Bay for the purpose of access to the Potomac River or Monroe Bay, 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.
- 3) The rent to be paid for the initial term is One Thousand Two Hundred Fifty dollars (\$1,250.00) payable in installments of Two Hundred Fifty dollars (\$250.00) 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. Failure to pay further installments of rent, either in the initial term or any extended term, when due, shall entitle 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 shall conform to all provisions of the Town Zoning Ordinance and other applicable laws and regulations including the Virginia Marine Resources Commission and the Virginia Department of Transportation. Depending on the shoreline of the leased property, additional shoreline protection may be required to be installed on the property by the Town and maintained during the term of the lease. Such additional requirements shall be itemized on "Exhibit B" attached hereto.

5) During the term of this lease no lien or encumbrance may be placed 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."

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.
- 3) The rent to be paid for the initial term is One Thousand Two Hundred Fifty dollars (\$1,250.00) payable in installments of Two Hundred Fifty dollars (\$250.00) 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. 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 shall conform to all provisions of the Town Zoning Ordinance and other applicable laws and regulations including the Virginia Marine Resources Commission and the Virginia Department of Transportation. Depending on the shoreline of the leased property, additional shoreline protection may be required to be installed on the property by the Town and maintained during the term of the lease. Such additional requirements shall be itemized on "Exhibit B" attached hereto.

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.

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

SEE NEXT PAGE FOR SIGNATURES

Tab F

COUNCIL PAPER

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

**RESOLUTION #19-19, Referral to the Planning Commission re:
Review and Recommendation of Amendments to Town Code, Section
13, Article III, “Boardwalk Vendors and Peddlers” and the Colonial
Beach Zoning Ordinance, Articles 5, 7, 8, and 9**

WHEREAS, a majority of Colonial Beach Town Council members agree to refer a review of Town Code, Section 13, Article III “Boardwalk Vendor and Peddlers” and the Colonial Beach Zoning Ordinance, Articles 5, 7, 8, and 9 to permit vendors to operate on Right of Ways, public and commercial property throughout the town in: Maritime Commercial (MC) District, Resort Commercial (RC) District, General Commercial (C-1) District, and Commercial Residential (CR) District.

NOW THEREFORE BE IT RESOLVED by the Colonial Beach Town Council, at its regular monthly meeting on March 20, 2019 that public necessity, convenience, general welfare, or good zoning practice requires this change, and that therefore the review of this issue is hereby referred to the Colonial Beach Planning Commission for a public hearing and recommendation in accordance with state law.

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 _____