



Before the

Colonial Beach Town Council

Held at
Town Center, 22 Washington Avenue

Wednesday, August 19, 2020 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 July 1, 2020 Work Session, July 15, 2020 Regular Meeting and July 29, 2020 Continued Regular Meeting.**
- 7. Presentations**
 - **Sale of Property Presentation**

 - **Colonial Beach Schools** ● **Westmoreland County Supervisor**
 - **Planning Commission** ● **Downtown Colonial Beach**
 - **Chamber of Commerce** ● **Colonial Beach Community Foundation**
 - **Colonial Beach Recreation Association** ● **CB Greenspace**
- 8. Unfinished Business**

9. New Business

- Resolution #30-20, Approves Second Amendment to Lease Agreement between the Town of Colonial Beach and Branch Banking and Trust for the Police Department *(Tab A)*
- Resolution #31-20, Accepts Resignation of Town Attorney, James Cornwell *(Tab B)*
- Resolution #32-20, Accepts Resignation of Zoning Administrator, Richard Douglas *(Tab C)*
- Resolution #33-20, Appoints Interim Zoning Administrator, Kathleen Easley *(Tab D)*
- Resolution #34-20, Amends and Appropriates Fiscal Year 2020-2021 Budget, School Fund *(Tab E)*

10. Status Item

- Cares ACT

11. Citizen Input

12. Closed Meeting (if necessary)

13. Adjournment/Recess

Tab A

COUNCIL PAPER

At the meeting held on Wednesday August 19th, 2020 at the Colonial Beach Town Hall

Resolution #30-20, Approves Second Amendment to Lease Agreement between the Town of Colonial and Branch Banking and Trust Company for the Police Department

WHEREAS, the Police Department remains in need of facilities for the department that provides an adequate amount of space; and

WHEREAS, the Town Manager has acquired an amendment for an extension of the current lease regarding the property located at 416 Colonial Avenue; and

WHEREAS, the Police Department would like to extend the lease for a total of 3 years, ending on October 31, 2023

NOW THEREFORE BE IT RESOLVED, that an extension of the lease agreement between the Town of Colonial Beach and Branch Banking and Trust Company is approved.

BE IT FURTHER RESOLVED, that the Town Manager is authorized to sign the amendment of the lease document on behalf of the Town Council.

Moved By: _____ Seconded By _____

	<u>AYE</u>	<u>NAY</u>		<u>AYE</u>	<u>NAY</u>
Mayor E. Blunt	_____	_____	D. Leamon	_____	_____
R. Schick	_____	_____	P. Ey	_____	_____
V. Roberson	_____	_____	F. Alger	_____	_____
S. Cirbee	_____	_____			

Adopted: _____ Tabled: _____

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered by and between **TRUIST BANK**, a North Carolina banking corporation, formerly Branch Banking and Trust Company (the "Landlord") and the **TOWN OF COLONIAL BEACH**, a Virginia municipality (the "Tenant") and is effective as of the date of the last party's execution as indicated in the signature blocks below (the "Effective Date").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated September 25, 2017, as amended by that certain First Amendment to Lease Agreement dated June 7, 2019 (collectively, the "Lease"), pursuant to which Tenant leases from Landlord certain premises more particularly described in the Lease consisting of approximately 6,760 rentable square feet (the "Premises") on the first (1st) and second (2nd) floors of the building located at 416 Colonial Avenue, Colonial Beach, Westmoreland County, Virginia 22443 (the "Building"), such Premises being more particularly defined therein; and

WHEREAS, the parties wish to modify and otherwise amend certain terms contained within the Lease as more particularly provided for and set forth herein.

NOW, THEREFORE, in consideration of cash in hand paid and their mutual promises, covenants and agreements and the provisions contained herein this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend and modify the Lease as follows:

1. **Definition of Terms.** All capitalized terms contained herein and not otherwise defined shall be defined as provided in the Lease.
2. **Recitals.** Landlord and Tenant acknowledge and agree that the recitals stated above are true and correct, that no other oral agreements exist between Landlord and Tenant, and that the Lease is correctly described and accurately describes the parties and the rental agreement between the parties as same has been modified, assigned, assumed and/or extended, are being relied upon by the parties in entering into this Amendment, and each and every one of the above recitals is incorporated herein as if fully set forth at length.
3. **Term.** Section 2 of the Lease is hereby amended such that the Term of the Lease shall be extended by three (3) additional periods of one (1) year each (the "Extension Terms") which shall automatically renew and become effective upon the expiration of the then current term (the "Extended Term"), unless the Tenant gives the Landlord written notice one hundred twenty (120) days prior to the commencement of any Extended Term that Tenant intends to surrender the Premises upon the expiration of the then current term. The Extension Terms shall be subject to the same terms and conditions as provided in the Lease, and otherwise in accordance with the terms of the Lease, as amended hereby.

4. **Base Rent.** Section 3 of the Lease is hereby amended such that beginning on the commencement date of each Extension Term, and continuing throughout the Extended Term, Tenant shall pay to Landlord the rent as set forth below:

<u>Extension Term Period</u>	<u>Monthly Base Rent</u>
Year One (11/1/2020 – 10/31/2021)	\$3,277.46
Year Two (11/1/2021 – 10/31/2022)	\$3,375.78
Year Three (11/1/2022 – 10/31/2023)	\$3,477.06

5. **Services.** Section 14 of the Lease is hereby amended such that Landlord shall provide after-hours air conditioning services to Tenant at a rate of Four Hundred Fifty and No/100 Dollars (\$450.00) per month with any partial month being prorated. Such after-hours services shall commence each year on June 1st and shall expire each year on September 30th throughout the Term of the Lease and continuing during the Extended Term, unless the Tenant provides Landlord with a written request to continue or to cease providing such services at least two (2) weeks in advance of any requested changes. In such request, Tenant shall include the start and stop dates for the additional services. Such request may be sent by electronic delivery to Landlord's representative. The payment for such services shall be made in accordance with the Lease.

6. **Notices.** Section 23 of the Lease is hereby amended such that the notice addresses for Landlord shall be as follows:

IF TO LANDLORD: Truist Bank
101 North Cherry Street, Suite 710
Winston-Salem, NC 27101
Attention: Lease Administration

7. **Counterparts; Electronic Copies.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Amendment by the parties hereto may be evidenced by the transmission of electronic copies, which shall have the same effect as an original.

8. **Severability.** In the event that any term, covenant or condition of this Amendment, the Lease, or any amendments or the application thereof to any circumstance or situation thereto shall be to any extent invalid or unenforceable in whole or in part, the remainder thereof and the application of said term or condition to any other circumstance or situation shall not be affected thereby and each term, covenant or condition of this Amendment and the Lease shall be valid and enforceable to the full extent permitted by law.

9. **Successors and Assigns.** This Amendment shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise provided herein.

10. **Full Force and Effect.** Except as modified hereby and previously modified, the Lease remains unmodified and in full force and effect. If there is any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

11. **Internal References.** The marginal titles, numbers, and captions contained in this Amendment are inserted for convenience and reference only and shall not have any effect on the interpretation of the Lease.

12. **Prevailing Party.** If any legal action or other proceeding is brought by Landlord or Tenant in connection with enforcement of or for breach of this Amendment, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other reasonable costs incurred in bringing such action or proceeding.

13. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

[SIGNATURE PAGE FOLLOWS]

Colonial Beach, Westmoreland County, VA (416 Colonial Ave.)
Property Code: 152273

IN WITNESS WHEREOF, Tenant and Landlord have caused this Amendment to be executed under seal for the uses and purposes herein stated, pursuant to authority granted, as of the last day and year of execution by the parties as indicated in the signature blocks below.

LANDLORD:

TRUIST BANK,

a North Carolina banking corporation,

formerly Branch Banking and Trust Company

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

TENANT:

TOWN OF COLONIAL BEACH,

a Virginia municipality

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

Tab B

COUNCIL PAPER

At the meeting held on August 19, 2020 at the Colonial Beach Town Hall

RESOLUTION #31-20, Accepts the Resignation of James Cornwell, Esq as Town Attorney for the Town of Colonial Beach

WHEREAS, James Cornwell, Esq has served the Town of Colonial Beach as Town Attorney since November 15, 2018

WHEREAS, James Cornwell, Esq submitted his resignation on July 30, 2020, effective immediately.

NOW THEREFORE BE IT RESOLVED by the Colonial Beach Town Council at a Regular Town Council Meeting on August 19, 2020, that the resignation of James Corwell, Esq is accepted, effective July 30, 2020.

Moved By: _____ Seconded By _____

	<u>AYE</u>	<u>NAY</u>		<u>AYE</u>	<u>NAY</u>
Mayor E. Blunt	_____	_____	D. Leamon	_____	_____
R. Schick	_____	_____	P. Ey	_____	_____
V. Roberson	_____	_____	F. Alger	_____	_____
S. Cirbee	_____	_____			

Adopted: _____ Tabled: _____

Tab C

COUNCIL PAPER

At the meeting held on August 19, 2020 at the Colonial Beach Town Hall

RESOLUTION #32-20, Accepts the Resignation of Richard Douglas as Zoning Administrator

WHEREAS, Richard Douglas has served as the Zoning Administrator for the Town of Colonial Beach since August 7, 2019; and

WHEREAS, Richard Douglas submitted his resignation on August 4, 2020

NOW THEREFORE BE IT RESOLVED by the Colonial Beach Town Council at a Regular Town Council meeting on August 19, 2020 that the resignation of Richard Douglas is accepted, effective August 14, 2020; and

BE IT FURTHER RESOLVED that Richard Douglas shall be provided with any and all leave payouts permitted by the personnel policy manual for employees who provide two weeks' notice prior to departure.

Moved By _____ Seconded By _____

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

Adopted _____ Tabled _____

Tab D

COUNCIL PAPER

At the meeting held on August 19, 2020 at the Colonial Beach Town Center

RESOLUTION # 33-20, Appoints Interim Zoning Administrator

WHEREAS, the position of Zoning Administrator for the Town of Colonial Beach became vacant on August 14, 2020 with the resignation of Richard Douglas; and

WHEREAS, the need for zoning enforcement continues until a decision has been made to appoint a new Zoning Administrator; and

WHEREAS, the Town Council has selected Kathleen Easley, Planner for the Town of Colonial Beach, to serve as the Interim Zoning Administrator.

NOW THEREFORE BE IT RESOLVED by the Colonial Beach Town Council, at a Regular Town Council Meeting on August 19, 2020 that Kathleen Easley is hereby appointed as the Interim Zoning Administrator for the Town of Colonial Beach.

Moved By _____ Seconded By _____

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

Adopted _____ Tabled _____

Tab E

COUNCIL PAPER

At the meeting held on August 19, 2020 at the Colonial Beach Town Hall

RESOLUTION #34-20, Amends and Appropriates Fiscal Year 2020-2021 Budget, School Fund

WHEREAS, the Colonial Beach Town Council finds it necessary to make the following amendments to the Fiscal Year 2020-2021 budget.

WHEREAS, Colonial Beach Public Schools will be the fiscal agent for the Region 3 Seclusion and Restraint Training in Public Elementary and Secondary School in Virginia project. The grant awards \$102,849.00 to the Colonial Beach Public School.

NOW THEREFORE BE IT RESOLVED that the Town Council at its regular meeting held on Wednesday, August 19, 2020 hereby adopts and appropriates an amendment to the Fiscal Year 2020-2021 budget as follows:

	FY 2020-2021 Adopted	FY 2020-2021 Revised	Change
School General Fund	\$7,807,769	\$7,910,618	+\$102,849

Moved By _____ Seconded By _____

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

Adopted _____ Tabled _____

COLONIAL BEACH SCHOOL BOARD RESOLUTION NO. 2020-1

Whereas on August 12, 2020 the Colonial Beach Public Schools finds it necessary to make the following amendments to the Fiscal Year 2021 budget;

Whereas the Colonial Beach Public Schools will be the fiscal agent for Region 3 Seclusion and Restraint Training in Public Elementary and Secondary School in Virginia project;

Whereas these funds are intended to cover expenses to support the local school divisions implementation of the proposed regulations;

Whereas the Colonial Beach Public Schools requests the addition of \$102,849.00 of grant awarded funds to be added to the budget of fiscal year 2021; and

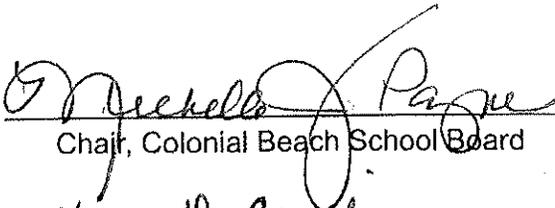
NOW THEREFORE BE IT RESOLVED by the Colonial Beach School Board, this 12th day of August 2020, to approve the addition of Seclusion and Restraint Regulations Training Grant award of funds in the amount of \$102,849.00 to school year 2020- 2021 School Board operating funds.

Date: August 12, 2020

Ayes:

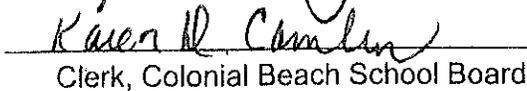
Nays:

Signature:



Chair, Colonial Beach School Board

Signature:



Clerk, Colonial Beach School Board

	1000	2000	3000	5000	6000	Total	
Colonial Beach 202	0	0	6,500	1320	0	7,820	Therapeutic Options: Train the Trainer for 5 @ 4,500 + 2000 for lodging, and meals/travel @ 66x4daysx5 people =1,320
King William 050	0	0	4,500	600	0	5,100	Therapeutic Options: Train the Trainer for 5 @ 4,500 and meals/travel @600
Northumberland 066	2,000	153	6,900	0	280	9,333	CPI: Northumberland County Public Schools proposes to use funds to purchase CPI train-the-trainer training and then provide training to staff.
Gloucester 036	4,600	352	6,900	0	2,200	14,052	CPI: Gloucester will work with other divisions within Region 3 to hire staff from Nonviolent Crisis Intervention to train two CPI instructors for the division. The cost for this four-day training will cost \$6900. The CPI instructors will train teachers within division during four initial trainings during the year, each taking approximately 9 hours each and refresher trainings that takes approximately four hours. The instructors will be paid \$50/hour for a total \$4600 with benefits of \$352 for FICA. One hundred workbooks or the blended model will be used for the cost of \$2200.
West Point 207	0	0	7,990	0	1,225	9,215	CPI: New trainer training 2 @3,450, 1 Renewal @1,090, and 35 Blended Learning Seats @ 1,225
Middlesex 059	0	0	10,350	0	2,800	13,150	CPI: 3 certified trainers (1 per building) and 80 staff trained in the CPI program
Richmond County 079	4,600	352	6,900	0	2,200	14,052	CPI: Richmond Co will work with other divisions within Region 3 to hire staff from Nonviolent Crisis Intervention to train two CPI instructors for the division. The cost for this four-day training will cost \$6900. The CPI instructors will train teachers within division during four initial trainings during the year, each taking approximately 9 hours each and refresher trainings that takes approximately four hours. The instructors will be paid \$50/hour for a total \$4600 with benefits of \$352 for FICA. One hundred workbooks or the blended model will be used for the cost of \$2200.
Lancaster 051	4,600	352	6,900	0	2,200	14,052	CPI: Lancaster will work with other divisions within Region 3 to hire staff from Nonviolent Crisis Intervention to train two CPI instructors for the division. The cost for this four-day training will cost \$6900. The CPI instructors will train teachers within division during four initial trainings during the year, each taking approximately 9 hours each and refresher trainings that takes approximately four hours. The instructors will be paid \$50/hour for a total \$4600 with benefits of \$352 for FICA. One hundred workbooks or the blended model will be used for the cost of \$2200.

