

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

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

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

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

**RECOGNITION OF VISITORS / PRESENTATIONS/RECOGNITIONS:**

**A. *Coast Guard Station Cape Charles Appreciation Proclamation***

Mayor Charney read Proclamation 20250717 – Coast Guard Appreciation Day – August 2, 2025. The Proclamation will be presented during the event on August 2<sup>nd</sup>.

**B. *Cape Charles Museum Presentation – Dora Sullivan, Andy Dunton, Carol Carnegie***

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

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

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

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

**PUBLIC COMMENTS: (3 MINUTES PER SPEAKER)**

*Donna Kohler, resident*

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

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

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

*Adam McClellan, resident*

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

*Eyre Baldwin, property and business owner*

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

*Jim Metz, resident*

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

*Sam Jones, resident*

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

*Michelle Davidson, resident*

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

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

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

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

#### **CONSENT AGENDA**

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

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

**UNFINISHED BUSINESS:** None

#### **NEW BUSINESS:**

- A. *Community Development Block Grant:*

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

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

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

**B. *Architectural Services Contract Amendment:***

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

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



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

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

*C. Resolution of Intent - Zoning Text Amendment Request from Historic District Civic League:*

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

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

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

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

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

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

*D. Reappointment of Library Board Member:*

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

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

**TOWN MANAGER COMMENTS**

Rick Keuroglan commented as follows:

- i) He thanked everyone for attending this evening. It was exciting to see this turnout and nice to see everyone's interest.
- ii) The auditors wanted the Town to develop a checklist for year-end closing. Staff worked with the auditor and developed the checklist which was provided to Council for review.
- iii) Personnel: Adam Buell is no longer working for the Town. His last day was July 9<sup>th</sup>. We were not at liberty to discuss details of his employment ending with the Town; Joe Gittinger resigned in good standing after four years working in the Public Works Department as a maintenance specialist; Maleek Williams, a current seasonal employee with Public Works, will become a full-time regular employee on July 22<sup>nd</sup>; Tyler Brown, our current assistant harbor master, accepted an offer from the Cape Charles Police Department for the position of police officer. He would transition from the Harbor in early August; Kathlynn Schmidt would be starting with the Police Department at the end of this month. She was a seasoned, certified officer coming from Newport News; Tim Hamann, who was the harbor maintenance assistant, was promoted to assistant harbor master. We were currently looking to fill the maintenance role at the Harbor. Tim proved himself to be very capable and hardworking and well-deserving of this promotion; One of our beach attendants resigned to help his grandparents in Newport News, so we currently have four beach attendants. With July 4<sup>th</sup> behind us, we were currently well-staffed for this function; Harbor and Public Works were fully staffed for this time of year with seasonal help; The Town had two positions open – Inspector and Compliance Officer, and Harbor Maintenance Assistant. Both positions were posted on the website.
- iv) Another shout out to the Civic League. It was nice to see so many people at their meeting. One thing that was important to them was public restrooms. He was working on options to try to bring solutions. Other items of importance to them were ADUs, and fishing from the beach (this was also reported as a Report a Concern) with fishhooks, nets, wire, etc. being left on the beach. He spoke with Public Works about this issue.
- v) There was a need for strategic collaboration with other groups. We all needed to get together and talk to make sure we were all on the same page. We had so many groups and so many great things going on.
- vi) He received a card that he wanted to read. Whenever he received good news, he wanted to share it since we typically only received bad news. He read the card as follows: *"Dear Rick, One of the town's police officers made my day yesterday. I was sitting outside in the heat, sweating and grumbling as I weeded my garden. Officer Ivy stopped to ask if I had water and offered to get me some if I didn't. His actions reminded me of one 'Good Samaritan' which had been in our sermon and gospel yesterday morning. He went beyond duties in my mind. God bless the Cape Charles police."* The card was from Barbara Grossman.
- vii) Another shout out to staff on how hard they work. He attended meetings all day along with staff and the public. The staff worked hard making sure they stayed on top of the priorities. They were very protective and took their responsibilities regarding funds very well. He reached out to a financial advisory firm to make sure we were being the most responsible with funds related to projects. He felt that we could get some great guidance from them.
- viii) He spent a lot of time providing details on his weekly report this week. He wanted to explain what was going on with the various projects and be more transparent. Let him know if there were any questions.

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

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

#### **MAYOR AND COUNCIL COMMENTS**

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

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

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

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

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

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

There were no additional comments.

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

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

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

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

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Mayor Charney

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Town Clerk

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

*Donna Kohler, resident*

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

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

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

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

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

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*Kathy Glaser, resident*

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

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

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

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*Cynthia & Tucker Emrich, residents*

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

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

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

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

Thank you for listening and take care.

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*Emily & Greg Gentry, residents*

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

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

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

We appreciate your consideration.

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*Penn Kinsey, resident*

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

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

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

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

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

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

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

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

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## May 2025 Treasurer's Report

### Page 1 – Revenues vs. Expenditures

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

### Page 2 – Revenues vs. Expenditures

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

### Page 3 – Capital Projects

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

### Page 4 – Specific Sources of Revenue

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



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

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

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

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

**REVENUE VS. EXPENDITURES**

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

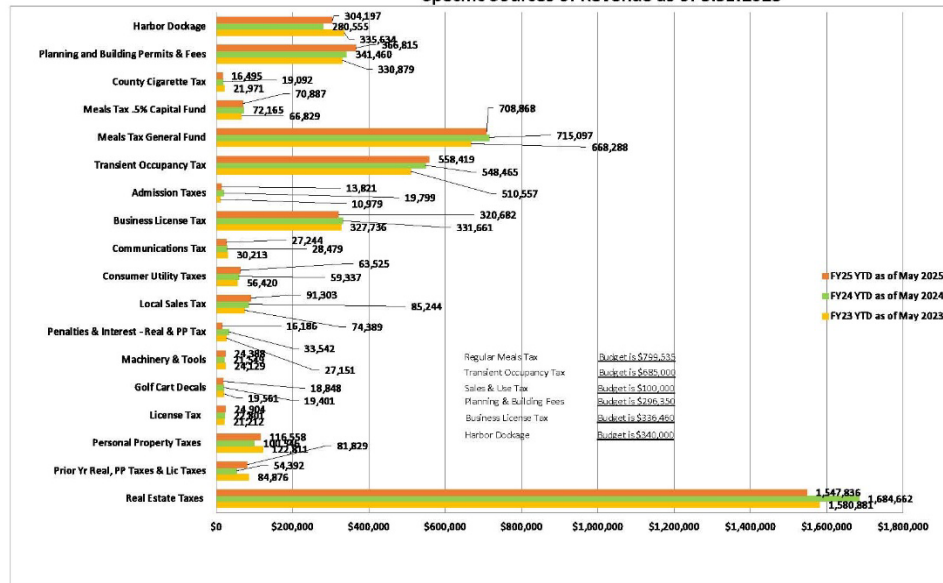
**FY 25 Capital Improvement Project Tracking Report**

As of:  
5/31/2025

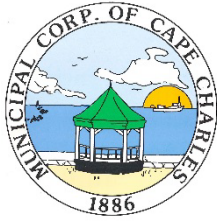
		FY25 Status or Start Date	% of Current Year Budget	FY25 Budgeted	QTR 1 Expended	QTR 2 Expended	QTR 3 Expended	QTR 4 Expended	FY25 YTD Expended	(Over)/Under Budget
<b>General Capital Fund</b>										
Multi-Use Trails, Phase 3 Construction	Completed in FY24			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Municipal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



# Specific Sources of Revenue as of 5.31.2025



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

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

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

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

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

Members of the public were asked to leave the room.

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

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

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

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

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

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

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

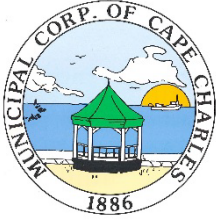
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Mayor Charney

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Town Clerk

DRAFT



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

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

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

**PUBLIC COMMENTS ON AGENDA ITEMS ONLY, EXCLUDING TOWN HALL TOPIC: (3 MINUTES PER SPEAKER)**

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

**SPECIAL MEETING ORDER OF BUSINESS:**

**A. *Trinity United Methodist Church Lease for Town Offices:***

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

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

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

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

**B. *Reappointment of Library Board Member:***

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

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

**C. *Community Development Block Grant Opportunity for Harbor & Railroad Area Conceptual Master Plan and Area Design Guidelines:***

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

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

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

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

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

#### **TOWN HALL MEETING ORDER OF BUSINESS – DISCUSSION OF PUBLIC RESTROOM OPTIONS:**

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

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

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

The floor was opened to the members of the public.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**The motion was approved by unanimous vote.**

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

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

The meeting adjourned at 8:57 p.m.

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Mayor Charney

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Town Clerk



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

A. *Proposed Lease with Trinity United Methodist Church*

**COMMERCIAL LEASE**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

## 2. Term.

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

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

## 3. Basic Rent.

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

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

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

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

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

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

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

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

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

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

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

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

6. Use.

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

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

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

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

7. Utilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Notification of Damages; Liability for Damage.

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

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

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

12. Alterations, Additions or Improvements to Leased Premises.

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

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



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

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

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

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

### 13. Casualty.

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

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

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

### 14. Landlord Maintenance.

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

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

15. Tenant Maintenance.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Landlord:

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

with a copy to:

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

To Tenant:

Town of Cape Charles  
Attn: Town Manager  
2 Plum Street  
Cape Charles, Virginia 23310  
Email: [townmanager@capecharles.org](mailto:townmanager@capecharles.org)

with a copy to:

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

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

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

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

27. Tenant Access.

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

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

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

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

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

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

31. Miscellaneous.

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

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

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

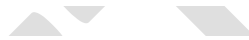
31.4 Nothing contained in this Lease shall be deemed to constitute or be construed to create the relationship of principal and agent, partnership, joint venturers or any other relationship between the parties hereto, other than the relationship of landlord and tenant.

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

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

[Signature Page Follows]

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[Signature Page to Commercial Lease]

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

**LANDLORD:**

**BOARD OF TRUSTEES OF THE  
TRINITY UNITED METHODIST CHURCH**

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

15



[Signature Page to Commercial Lease]

**TENANT:**

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

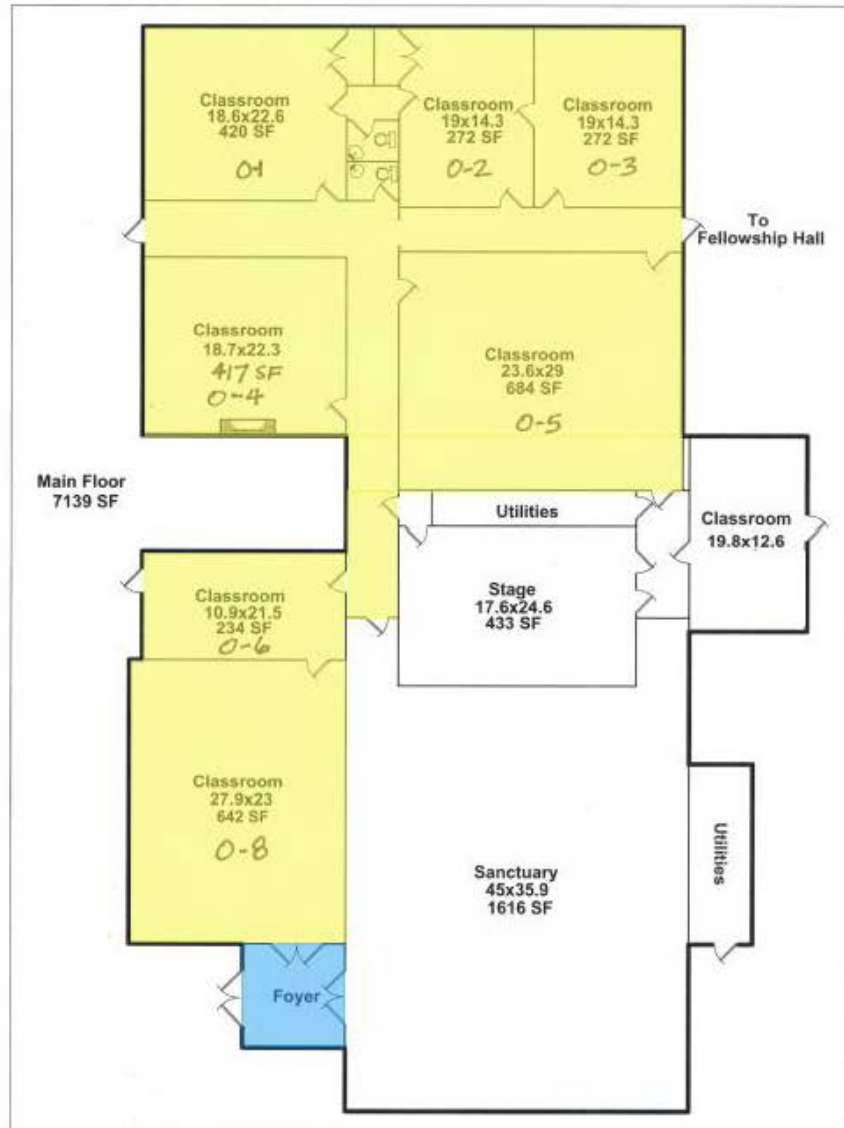
By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**EXHIBIT A**

Building – Old Section

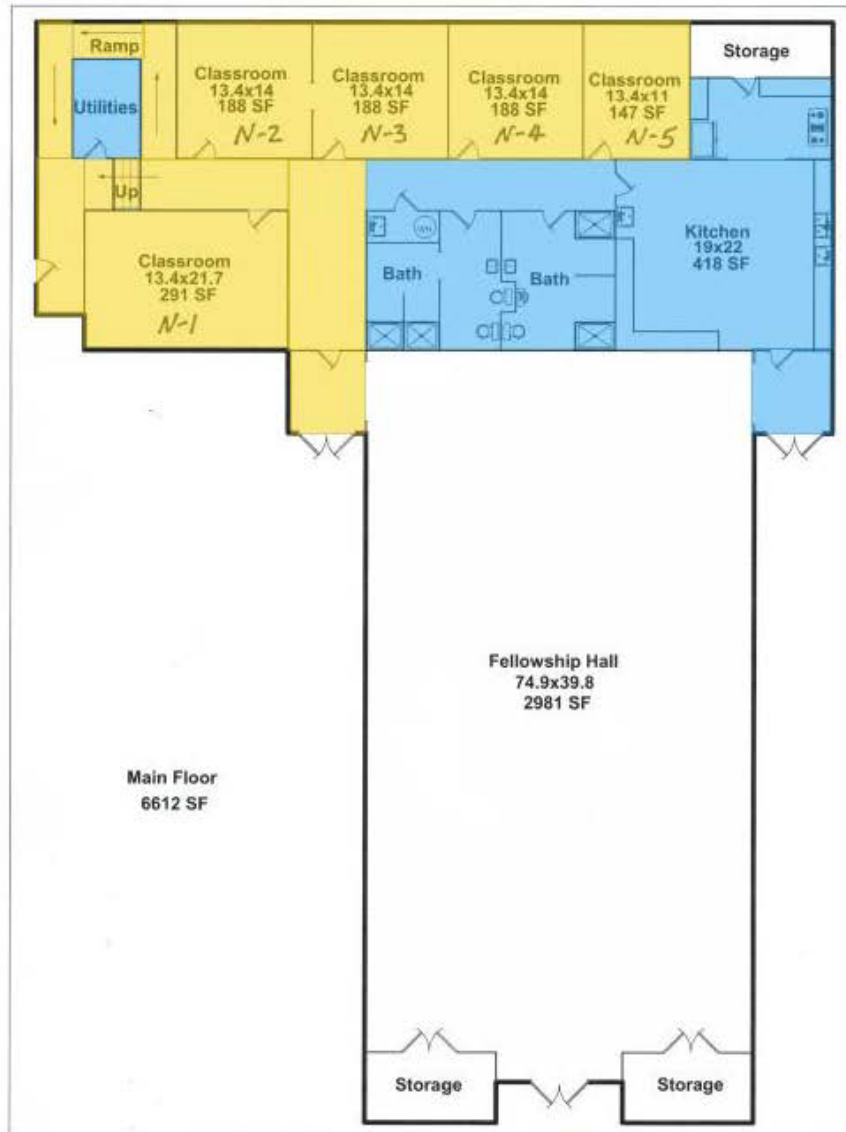


The Exclusive Space is highlighted in yellow. The Shared Use Space is highlighted in blue.



## EXHIBIT B

### Building – New Section



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



## EXHIBIT C

### Landlord's Work

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

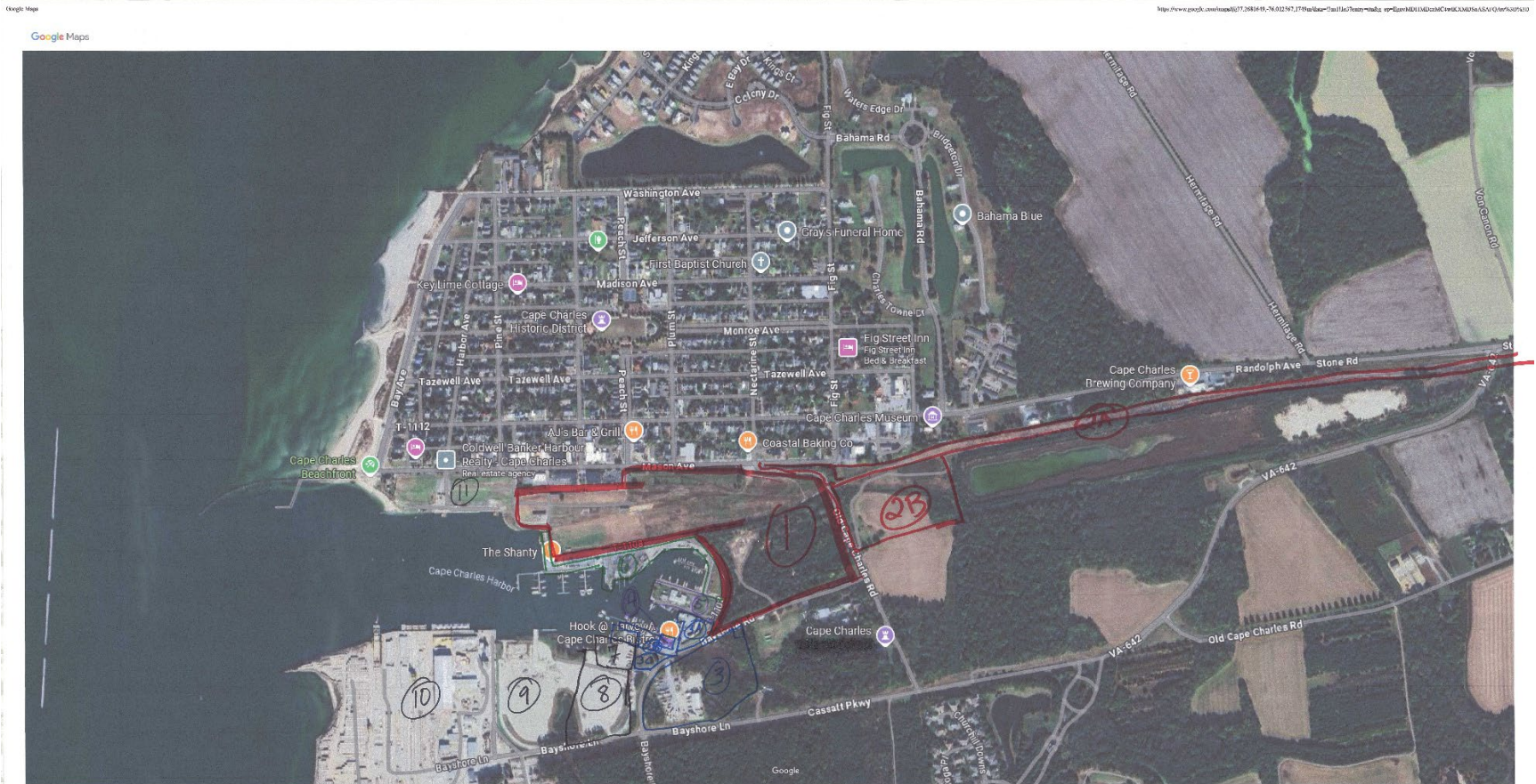
#### Interior Repairs

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

#### Exterior Repairs & Clean-Up

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

## C. Harbor/Railroad Area Map



- ① Canonic - Atlantic TM# 83A3-A-9 42.14 acres
- ②A Canonic - Atlantic - TM# 90-A-9 Total Area - 19.94 acres w/Parcels
- ②B Canonic - Atlantic - TM# 90-A-9 Remainder lot - 10 acres

- ③ Cape Marine Services LLC TM# 83A3-A-17 - 12.57 acres
- ③A Cape Marine Services LLC TM# 83A3-A-18 - 8.9 acres
- ③B Cape Marine Services LLC TM# 83A3-A-19 - 1.42 acres
- ③C Cape Marine Services LLC TM# 83A3-A-20 1.69 acres
- ④ Husk Hush LLC - TM# 83A3-A-14 5000 sq ft.
- ⑤ US Coast Guard - TM# 83A3-A-11 - 2.20 acres

- ⑥ Town of CC - TM# 83A3-A-10 - 12.31 acres
- ⑦ Cape Harbor Holding - TM# 83A3-11-1 2.5 acres  
w/ transferring to CherryStone Investments LLC
- ⑧ Cape Harbor Holding - subdivided from TM# 83A3-11-2  
w/ CherryStone Investments LLC 6.9711 acres
- ⑨ Cape Harbor Holding - subdivided from TM# 83A3-11-2  
w/ Virginia Marine Equipments - 11.5511 acres
- ⑩ Cape Charles Properties LLC TM# 90-A-2
- ⑪ Cape Charles RP LLC TM# 83A3-A-5 8.174 acres

\*\*\*\*\*





## Background & Current Situation

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

## Operational Review

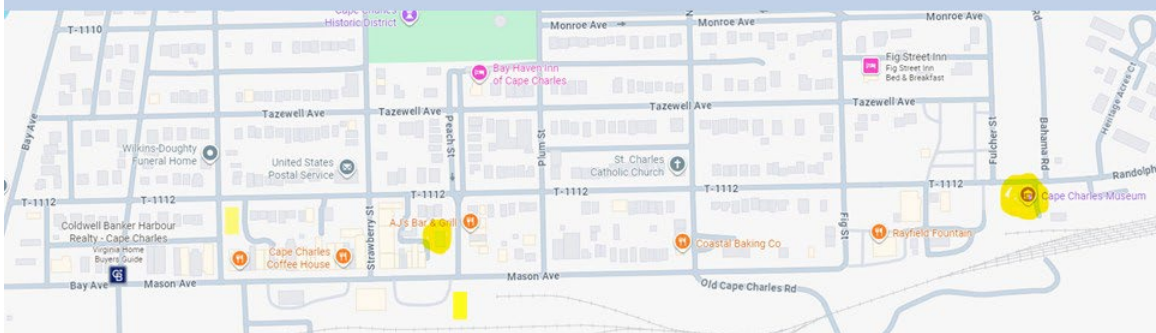
- Flushing valve issues fixed in <24 hours
- Cleaned 3x daily (can increase)
- Portable ADA unit not a long-term fix
- Issues solvable but not ideal

## Key Strategic Questions

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

# Decision Tree Summary

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



## Evaluation Criteria

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

### Score 1-3

1-Low

2-Med

3-High

### Exception:

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



# The Good, Fast, Affordable Triangle

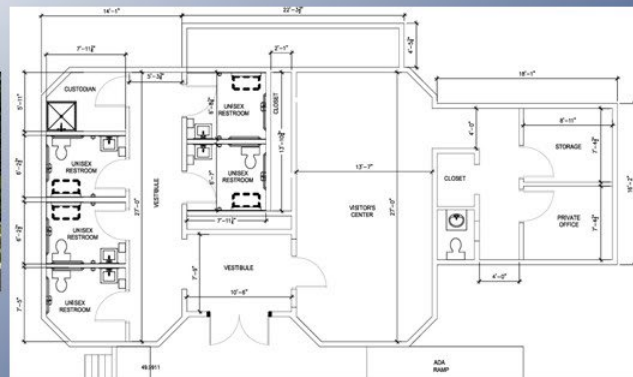
Pick two — you can't have all three:

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



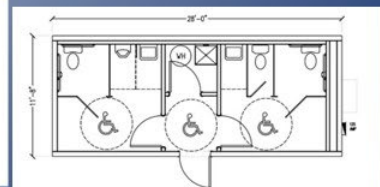
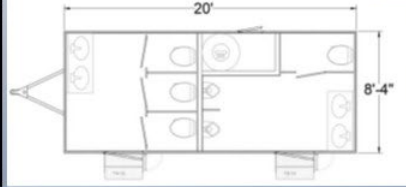
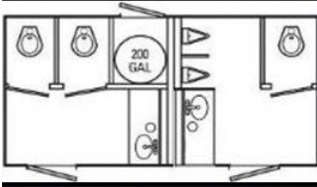
## Lease Option – 11 Peach Street

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



# Short-Term Purchase Options

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



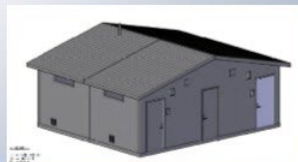
# Long-Term Modular Options

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

Green Flush:



Precast Concrete:



Romtec:



## Long-Term Modular Options

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

HBA Stick Built



300-C Mason Ave



300-C Mason Ave



## Preliminary Recommendations

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



## Next Steps

- Decide on short vs long-term path
- Select site (Canonie, Town property, or 11 Peach)
- Choose lease vs own
- Authorize lease negotiations, permitting, vendor outreach

\*\*\*\*\*

*Laurie Klingel, resident & business owner*

To: Cape Charles Town Council

From: Laurie Klingel, Owner, Chuckletown Productions & Chessie's Toys

Re: Public Restroom Access in Cape Charles

Dear Members of the Town Council,

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

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

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

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

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

Thank you for your continued service to our town.