TOWN COUNCIL

Special Meeting & Town Hall Meeting

August 7, 2025
Civic Center, 500 Tazewell Avenue
6:00 PM

1. Call to Order
   - A. Roll Call
   - B. Establish quorum

2. Moment of Silence and Pledge of Allegiance

3. Public Comments on Agenda Items Only (3 minutes per speaker)

4. Special Meeting Order of Business:
   - *A. Trinity United Methodist Church Lease for Town Offices
   - *B. Reappointment of Library Board Member
   - C. Community Development Block Grant Opportunity for Harbor & Railroad Area Conceptual Master Plan and Area Design Guidelines

5. Town Hall Meeting Order of Business – Discussion of Public Restroom Options
   - A. Staff Presentation & Discussion with Council
   - B. Mayor Charney – Welcome and Ground Rules for Public Participation
   - C. Public Questions & Answers / Open Discussion
   - D. Next Steps

6. Adjournment

	Agenda Title:	**Agenda Date:**
	Trinity UMC Lease of Office Space.	August 7, 2025
	Subject/Proposal/Request:	
	Authorize lease.	
Town of Cape Charles	**Attachments:**	**For Council:**
	Proposed lease.	Action: X Information:
	Staff Contact(s):	**Reviewed by:**
	Bob Panek, Project Manager	Rick Keuroglian, Town Manager

Background: Council has been planning to build a new Municipal Building to house all legislative, administrative and police functions. The building has been designed for a site on Cassatt Parkway but has not been put out for bids because of the tight construction climate. Since completion of the construction plans, other potential sites for the building have emerged. Council reviewed the alternative sites at the May 27, 2025 Work Session and selected the seven Town-owned parcels at the northeast corner of Fig Street and Randolph Avenue. The construction plans are now being updated to reflect the new site, as well as the new building code. This will take about six months and then the project can be bid for construction. Due to overcrowding and the poor condition of the existing Municipal Building, Council also requested that staff develop a lease of available space at Trinity United Methodist Church (UMC) to temporarily house administrative functions until the new building can be built. This is one of the objectives included in the 2025 Community Strategic Plan.

Item Specifics: Staff has worked with Trinity UMC and their real estate firm, Wesley Community Development Corporation, to develop a lease for space utilized as classrooms by the Cape Charles Christian School several years ago. Most of the space would be for exclusive use by the Town, with some limited shared use space (primarily two restrooms and the kitchen). The sanctuary and fellowship hall are excluded from the lease. Exhibits A and B in the lease depict these spaces. The initial lease term is two years, with four one-year renewal terms that include early termination provisions to provide a month-to-month option. This will allow adequate time to bid and build the new building, as well as a hedge if the new building is delayed or not built due to affordability concerns. The commencement date is planned to be October 1, 2025, with provisions to fit out the spaces prior to that. The rent is $1/square foot per month, equating to $4,729/month for the first year. Subsequent years are escalated by 1.5% and are shown in paragraph 3 of the lease. The church will perform several exterior and interior repairs, per Exhibit C, before the commencement date. Two interior spaces show signs of mold and mildew caused by exterior water leaks. The Town will reimburse the church for remediation during the repair process, up to a cap of $10,000. It is unlikely that remediation will cost that much but if so, it would equate to an additional 18 cents/square foot per month for the first year only. Staff believes the proposed lease achieves a good balance between the interests of both parties.

Recommendation: Staff recommends that Council authorize the Town Manager to finalize and execute the lease for space at Trinity UMC substantially in accordance with the attached.

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").

W I T N E S S E T H :

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^{th}) 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 untenantable 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. <u>Assignment and Subletting of Leased Premises</u>. 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. <u>Subordination, Non-Disturbance and Attornment of Lease</u>. 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. <u>Condemnation</u>. 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 untenantable. 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

with a copy to:

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

To Tenant:

Town of Cape Charles
Attn: Town Manager
2 Plum Street
Cape Charles, Virginia 23310
Email: 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

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 untenantable, 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*]

[*Signature Page to Commercial Lease*]

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

<u>LANDLORD</u>:

BOARD OF TRUSTEES OF THE
TRINITY UNITED METHODIST CHURCH

By: ______________________________ (SEAL)
Name: ____________________________
Title: _____________________________

[*Signature Page to Commercial Lease*]

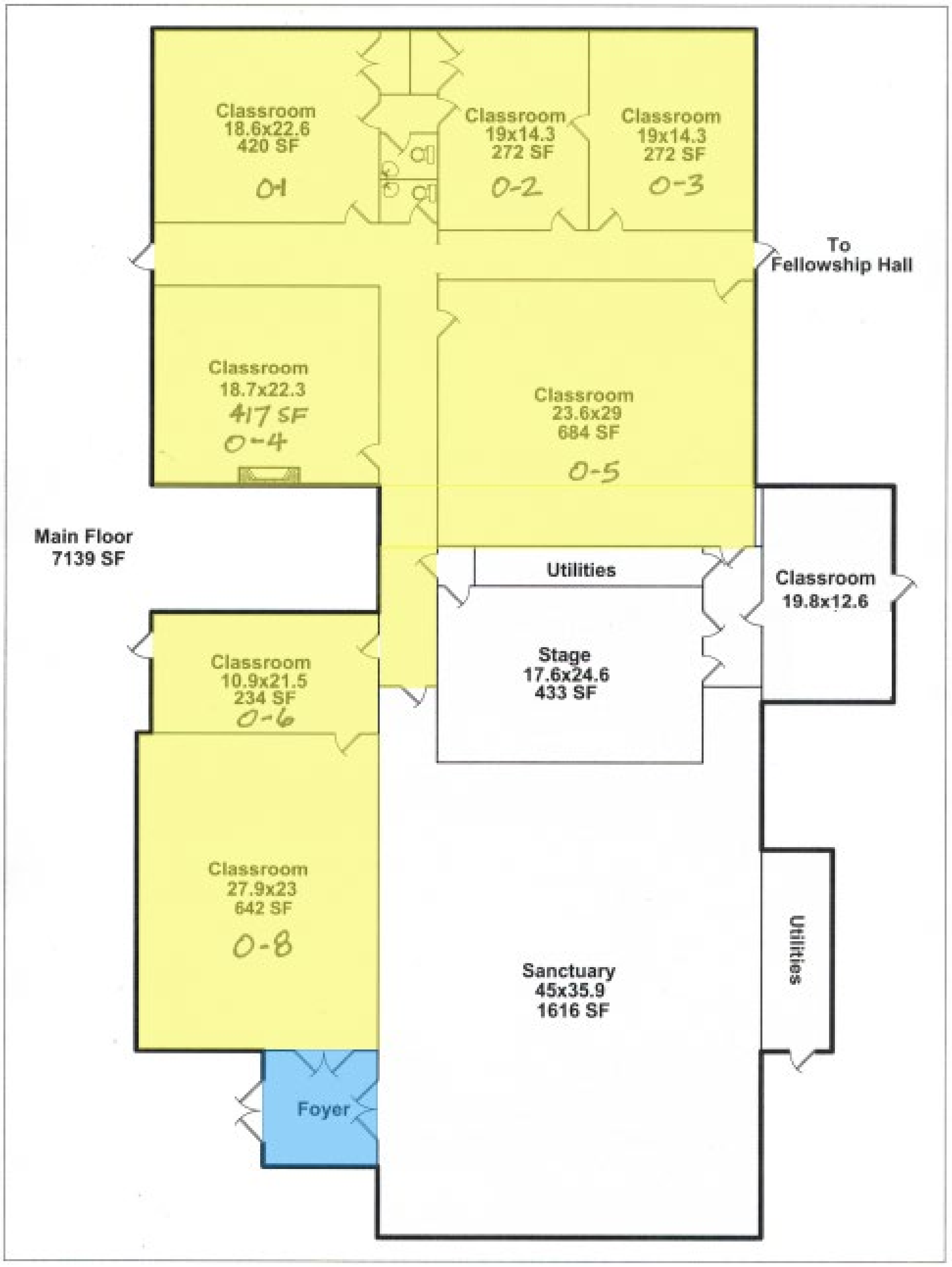
<u>TENANT</u>:

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

By: ___________________________ (SEAL)
Name: _________________________
Title: __________________________

EXHIBIT A

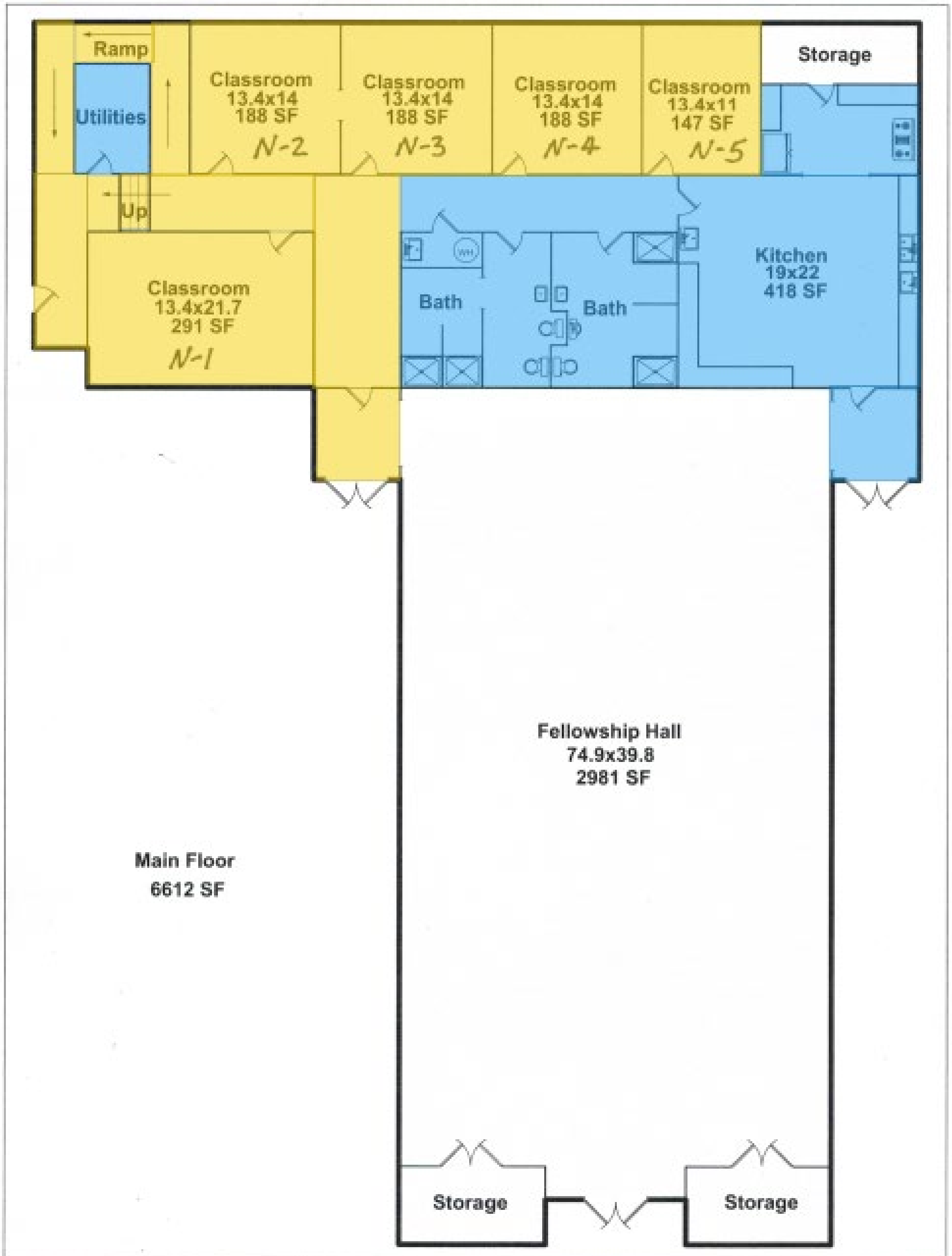
Building – Old Section



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.

<table>
<tr><td rowspan="4">TOWN OF
CAPE CHARLES</td><td colspan="2">AGENDA TITLE: Reappointment of Library Board Member</td><td>AGENDA DATE:
August 7, 2025</td></tr>
<tr><td colspan="2">SUBJECT/PROPOSAL/REQUEST: Reappointment of Library Board member for another term</td><td>ITEM NUMBER:
4B</td></tr>
<tr><td colspan="2">ATTACHMENTS: None</td><td>FOR COUNCIL:
Action (X)
Information ( )</td></tr>
<tr><td>STAFF CONTACT (s):
Libby Hume</td><td colspan="2">REVIEWED BY:
Rick Keuroglian, Town Manager</td></tr>
</table>

BACKGROUND:

The Library Board meets monthly and consists of six members each serving four-year terms and a Town Council representative.

DISCUSSION:

Ms. Dianne Davis has served on the Library Board for over 20 years. Her term will be expiring on August 8, 2025. Ms. Davis had initially notified us of her intention to "retire" from the board , but has graciously changed her mind after talking to the other members of the board. We are all delighted that she is willing to continue her service on the Library Board for another term.

RECOMMENDATION:

Staff recommends that Council reappoint Ms. Dianne Davis to the Library Board for another four-year term.

TOWN OF CAPE CHARLES	**AGENDA TITLE:** Community Development Block Grant Opportunity for Harbor & Railroad Area Conceptual Master Plan and Area Design Guidelines	**AGENDA DATE** August 7, 2025
	SUBJECT/PROPOSAL/REQUEST: Discussion of area to be included in Master Planning for Harbor/Railroad Property & Possible Grant Opportunities and establishment of a Steering Committee	**ITEM NUMBER:** 4C
	ATTACHMENTS:	**FOR COUNCIL:** Action (X) Information ( )
	STAFF CONTACT (s): Katie H. Nunez, Director of Planning & Zoning Administrator	**REVIEWED BY:** Rick Keuroglian, Town Manager

BACKGROUND: At the July 17, 2025 Town Council meeting (https://www.capecharles.org/files/documents/7A-CommunityDevelopmentBlockGrantagenda122911468071125-123703PMb.pdf) , this matter was first raised to open the dialogue on a Master Planning Process for the Harbor/Railroad property and to make Council aware of a state grant (Community Development Block Grant or CDBG) that might help offset the costs for this type of planning process. Town Council requested this matter be placed on the August agenda for further discussion.

As part of this discussion, staff is in active discussions and negotiation with the Berkley Group to provide planning services, based upon the outcome of this agenda item. I have invited and arrangements have been made to have Berkley Group staff participate in this meeting and discussion item via audio/visual conference call participation, specifically Michael Zehner, Director of Planning & Community Development and possibly Rebecca Cobb, Deputy Director of Planning.

The specific items that we are seeking to clarify and reach consensus are the following:

(1) refine the area/land to be included in the master planning study

- all of the Railroad-owned property, excluding the Rail Trail property?
- harbor adjacent property? Based upon current zoning of HARBOR-COMMERCIAL and/or HARBOR- LIGHT INDUSTRIAL and/or INDUSTRIAL (HEAVY INDUSTRIAL – M-2)

WE WILL HAVE A LARGE SCALE MAP OF THIS AREA AT THE MEETING SO THAT WE CAN CLEARLY DISCUSS THE PARCELS AND DETERMINE WHICH ARE INTENDED TO BE IN THE STUDY AREA.

(2) confirm the scope of work envisioned in this planning process. The challenge I am having in articulating the exact scope of work we need from a consulting firm is the possibility of Town ownership of this parcel in a sale directly from Canonie Atlantic Company (the railroad property owner) to the Town vs. a direct sale of the property by Canonie Atlantic to a third party individual or company to develop the land.

a. Is the Town considering purchasing some and/or all of the former railroad property, excluding the Rail Trail property? If so, there are items that staff would like to raise with Town Council that should be part of the scope of work to be studied and evaluated with the assistance of a third party planning consultant(s), such as issues/challenges/pros & cons to ownership and path of development by the Town? Thru a partnership with a 3rd party developer to develop the land based upon a Town issued RFP with a specific development criteria and Town fronts the costs of this? Thru a partnership with a 3rd party developer for the Town to own and potentially sell the developed land product? Sell the land to a developer based upon a Town issued RFP with a specific development criteria? Sell the land to a developer based upon a Town issued RFP seeking open & competing proposals of development with a limited criteria to be achieved?

The answers to this will help refine the planning services we need to engage with. Staff will be able to speak in greater detail about the specific type of evaluation and work product that would be provided and costs involved, depending upon the direction from Council on answering both Question (2)(a) and (2)(b).

b. the Town does not wish to purchase the property but want to ensure development is consistent with a vision of this area that is cohesive and complementary to the rest of the Town, including
   1) Mason Avenue Historic District Commercial
   2) Mason Avenue Historic District Residential
   3) Street layout continuity from the Historic District Overlay to the property(ies) being studied
   4) Harbor property – active and productive harbor usage as a working port as well as to serve the visiting boater traffic and long-term commercial fisherman as well as Town residents who are boat owners and the associated ancillary services

(3) establishment of a Harbor & Railroad Master Plan "Steering" Committee or Project Management Team (PMT) – key stakeholders (property owners, community leaders, citizens and Town representatives of Town Council, Planning Commission and appropriate staff) to provide guidance and support, working with the consulting firm, in developing the draft Harbor & Railroad Master Plan for full Town Council consideration and adoption, based upon community input in identifying the issues and concerns as well as opportunities and vision for the study area and future tasks and solutions to effectuate the Master Plan.

If the Town decides to apply for a CDBG, a Project Management Team needs to be composed of the minimum:

- Locality Official – Town Manager, Mayor, etc
- Representative from the regional Planning District Commission, if applicable
- Grant Manager and Consultant
- Engineers/architect
- Appropriate consulting service based upon the nature of the project
- Project sparkplugs (representatives of the community to be assisted)

The PMT will need to comply with the Open Meeting Law regarding posting of meeting agenda, public meetings, and required meeting minutes. Any quorum of a PMT is based upon majority of the total membership to be in attendance.

POSSIBLE COMPOSITION of the PMT for discussion and establishment of the category composition as well as identify possible individuals who may meet that category designation.

- 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.
- STAFF: Town Manager, Director of Planning, Harbor Master, Code Official.

Town Hall Restroom Presentation

Presented to Cape Charles Town Council and Community – August 7, 2025

Background & Current Situation

- **The "Silver Bullet"**: A 2-stall restroom trailer at Mason Avenue & Peach Street on Canonie Railroad property, which has been there for 5+ years.
- **Purpose**: To meet immediate public restroom needs in a central downtown location.
- **Public Feedback**:
  - Frequent "Out of Order" signage
  - Locked exterior doors
  - Inconsistent cleanliness
  - Not ADA accessible
  - Insufficient stall capacity
  - Frustration with its temporary nature

Operational Review with Public Works

- **Repairs**: Flushing valve issues fixed promptly (under 24 hours).
- **Cleaning**: Currently cleaned 3x daily; may increase if feasible.
- **ADA**: Portable ADA unit added, but not a long-term solution.
- **Takeaway**: Issues are partially solvable but not ideal for long-term needs.

Key Strategic Questions

1. **Should public restrooms be combined with the Visitors Center?**
2. **Can the Silver Bullet be maintained long enough to buy time?**
3. **Do we pursue a short-term trailer replacement or a permanent structure?**
4. **Where should the long-term facility be located?**
5. **Should the Town own the facility or lease one?**

Decision Tree Summary

A: Combine with Visitors Center?
→ Yes → Lease 11 Peach Street
→ No → Consider trailer or new build

B: Maintain Silver Bullet?
→ Yes → Extend current use, monitor
→ No → Replace trailer or new build

C: Replace Now?
→ Yes → Short-term trailer OR permanent structure
→ No → Hold

D: Build on Canonie Land or Town Property?
→ Canonie: Long-term lease + relocate eastward
→ Town Property: Two parcels behind Library

E: Ownership?
→ Lease: 11 Peach Street ($900K over 10 years) then seek to purchase
→ Own: Purchase trailer or build permanent structure

Evaluation Criteria

Category	Description	Scale
Cost	Total acquisition & long-term maintenance	1 (High) – 3 (Low)
Durability	Lifespan and materials	1 (Low) – 3 (High)
Fiscal Responsibility	Efficient use of public funds	1 – 3
Ownership	Control over asset	1 – 3
ADA Accessibility	Compliance and usability	1 – 3
Aesthetic Fit	Architectural alignment with Cape Charles	1 – 3
Speed of Deployment	Timeline from approval to functional restrooms	1 – 3

The “Good, Fast, Affordable” Triangle

Pick two — you can’t have all three.

Combo	Result
Good + Fast	Not Affordable
Fast + Affordable	Not Good (low durability or style)
Affordable + Good	Not Fast

Options Overview

Lease Option

11 Peach Street

- 5 ADA stalls + visitor center space
- $7,500/month x 10 years = $900,000
- Option to buy post-lease
- Engineering + Construction: ~6–7 months

Short-Term Purchase Options (5–6 Stall Trailers)

Vendor	Cost	Stalls	ADA	Durability	Timeline
JAG Mobile (5 stall)	$69,970	5	No	5 yrs	2–4 mos
Portable RT (6 stall)	$70,465	6	No	5 yrs	2–4 mos
Tailgating Sports (6 stall)	$72,099	6	No	5 yrs	2–4 mos
BOXX Modular (4 stall)	$97,500*	4	Yes	5 yrs	2–6 mos

* Includes $17,750 for delivery & install (excl. decking/ramp)

Long-Term Permanent Options:

A. Green Flush (Prefabricated Modular)

Model	Cost	Stalls	ADA	Timeline
Telluride (Single)	$335,610	6	All	9–11 months
Telluride + Canopy	$445,060	6	All	9–11 months
Keystone	$291,940–304,840	5	3	9–11 months

B. Precast Solutions

- Concrete unit: $330K–$350K (incl. install)
- Quick on-site install (1 week)
- Strong durability

C. Romtec Stick-Built Kits

Model	Stalls	ADA	Est. Total Cost	Timeline
2043 (4 stall)	4	All	$260K–$450K	7–9 months
2047 (6 stall)	6	2	$390K–$590K	7–9 months
2061 (4 stall)	4	2	$250K–$590K	7–9 months
2081 (6 stall)	6	2	$300K–$790K	7–9 months

Preliminary Recommendation Path

If **short-term solution** is needed:

- Portable Restroom Trailer (4–6 stalls)
- Amend Canonie lease for larger footprint

If **long-term direction** is chosen:

- Build on Canonie or Town land
- Green Flush or Romtec (higher quality, permanent solution)
- Start design and permitting now (minimum 7–11 months to complete)

If **lease with visitor center** is ideal:

- 11 Peach Street is available — but most expensive over time

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Next Steps for Council

1. Decide on short vs. long-term priority
2. Determine site (Canonie, Town property, 11 Peach)
3. Confirm desire for ownership vs. leasing
4. Authorize staff to:
    - Negotiate lease amendments (if applicable)
    - Pursue permitting for chosen solution
    - Finalize vendor quotes and site designs

Lease Option:

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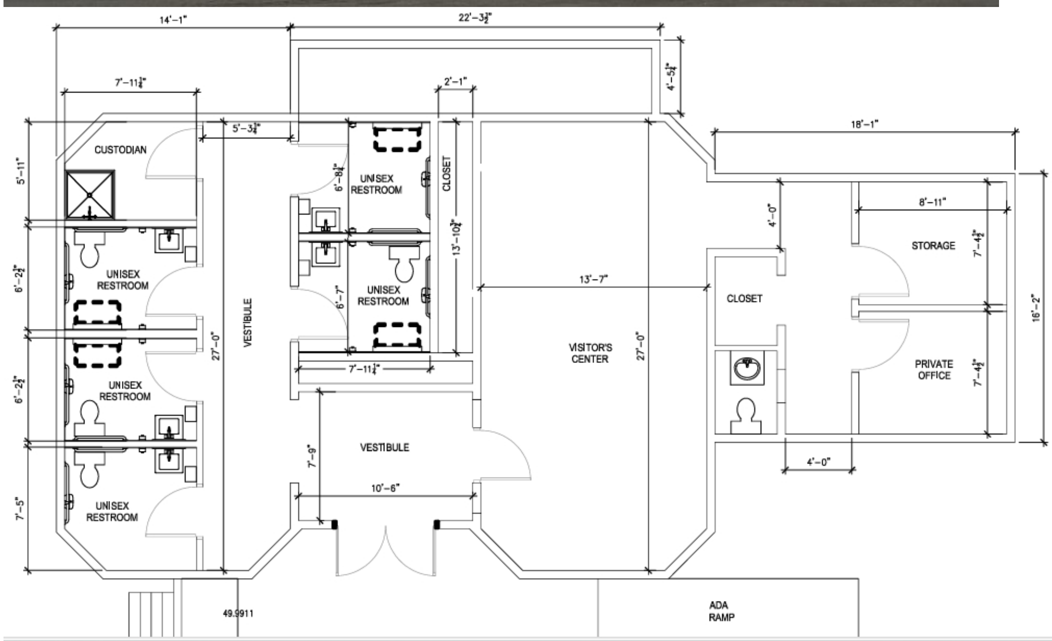
11 Peach Street - 5 Stall

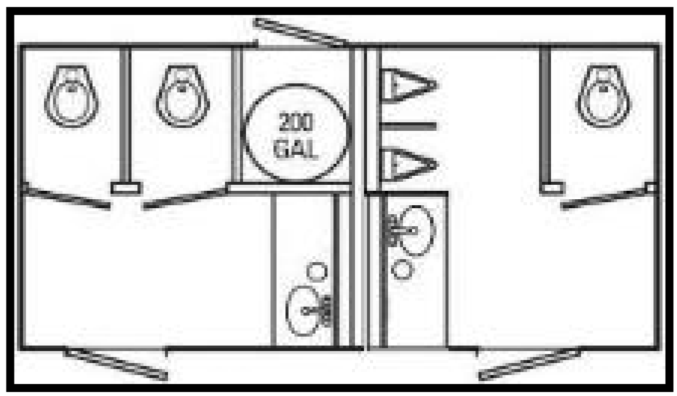


- 10 Year Lease at $7,500 per month
- $90,000 per year
- $900,000 per ten years
- Open to purchase provision with some credit for lease payments
- All details still need to be negotiated
- This originally was going to be a combination of Space for the Visitors Center and Public Restrooms however there may be a better place for MainStreet.
- 5 Unisex ADA Restrooms
- Timeline of installation: Engineering Design: 4-5 weeks, Board Approvals & permitting: 4 weeks, construction: 16 - 24 weeks

Short-Term Purchase Options:

JAG Mobile Solutions - 5 Stall

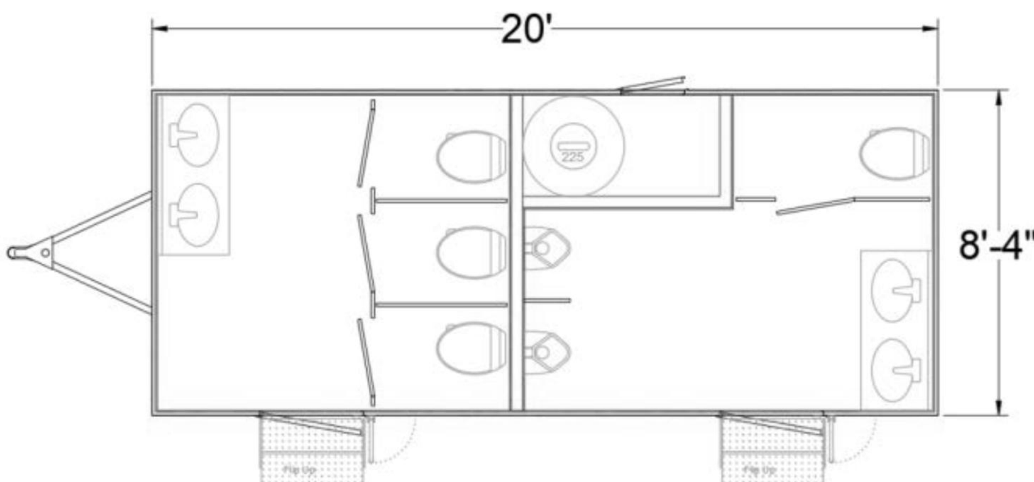
- 15'x8' Trailer with 5 stalls
- Men's side: 2 urinals & 1 stall
- Women's side: 2 stalls
- Heater in each stall
- Can be connected to water & sewer main lines
- Water Tank that holds 200 gallons
- Waste Tank that holds 6000 gallons
- Water Heater 2.5 gallons
- AC Unit
- Not ADA accessible
- Durability: 5 years
- Timeline of delivery: Board Approvals, Permitting & delivery: 2-4 months
- Total Cost: $69,970



Short-Term Purchase Options:

Portable Restroom Trailers LLC - 6 Stall

- 20’x8’-4” Trailer with 6 stalls
- Men’s side: 2 urinals & 1 stall
- Women's side: 3 stalls
- 4 season package (Heater in each stall)
- Can be connected to water & sewer main lines
- Water Tank that holds 225 gallons
- Waste Tank that holds 750 gallons
- Water Heater
- AC Unit
- Not ADA accessible
- Durability: 5 years
- Timeline of delivery: Board Approvals, Permitting & delivery: 2-4 months
- Total Cost: $70,465

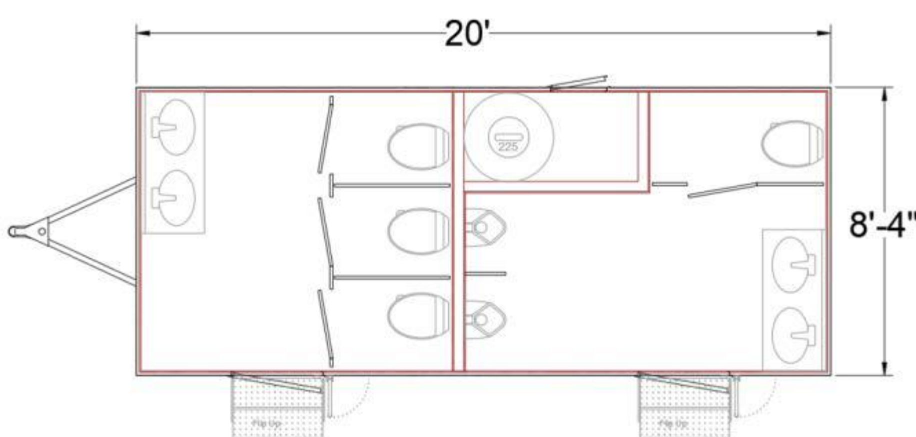


Short-Term Purchase Options

Tailgating Sports Marketing - 6 Stall

(Same as Portable Restroom Trailers LLC - 6 Stall…just different Sales Vendor)

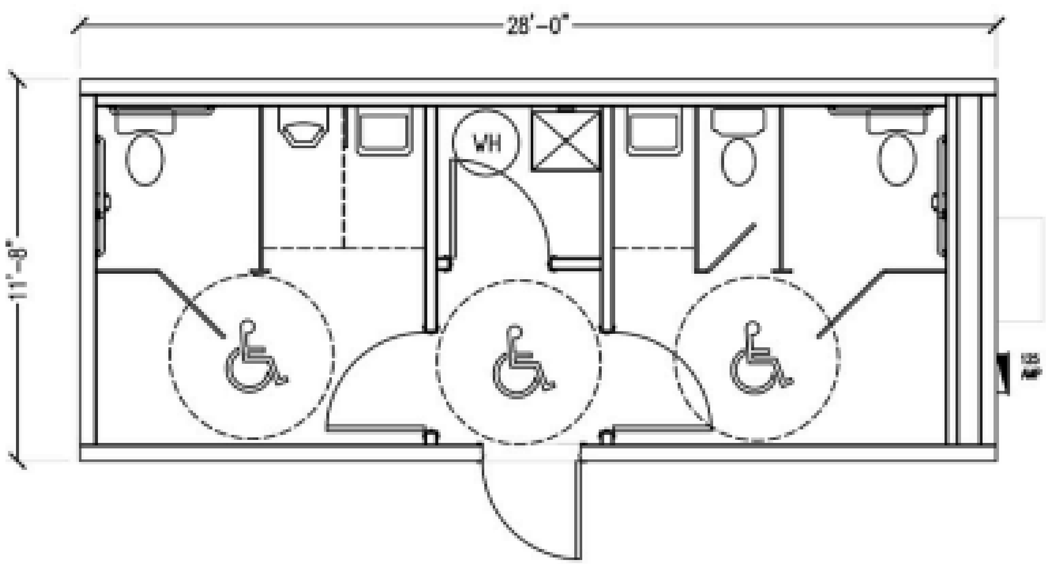
- 20’x8’-4” Trailer with 6 stalls
- Men’s side: 2 urinals & 1 stall
- Women's side: 3 stalls
- 4 season package (Heater in each stall)
- Can be connected to water & sewer main lines
- Water Tank that holds 225 gallons
- Waste Tank that holds 750 gallons
- Water Heater
- AC Unit
- Not ADA accessible
- Durability: 5 years
- Timeline of delivery: Board Approvals, Permitting & delivery: 2-4 months
- Total Cost: $72,099



Short-Term Purchase Options

Boxx (Modular Trailer) - 4 Stall

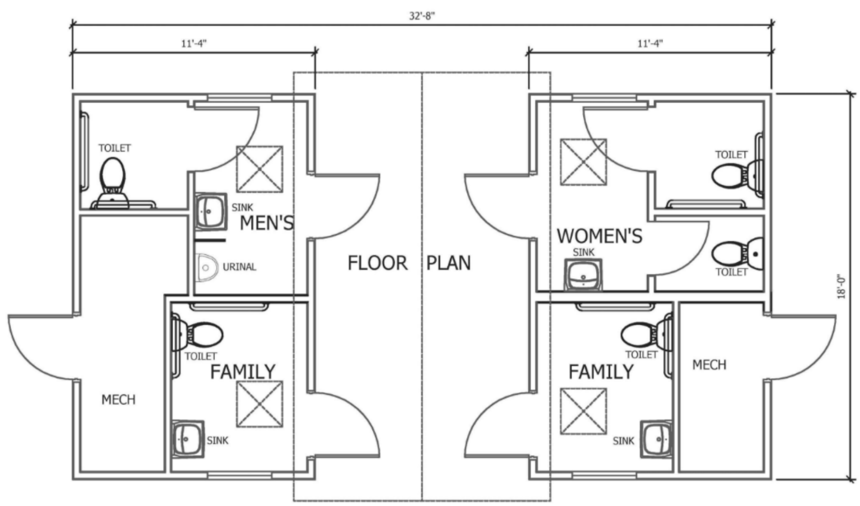
- 12’x28’ Toilet Trailer
- 336 sq ft
- Men’s restroom: 1 ADA stall and 1 urinal
- Women’s restroom: 2 stalls (1 ADA Stall)
- AC Unit
- Durability: 5 years
- Timeline of delivery: Board Approvals, Permitting & delivery: 2-6 months
- Cost: $79,750 + $17,750 (delivery, block, level & anchor), does not include decking or ramp



Long-Term Permanent Building

Green Flush: Telluride Single Building – 6 Stall

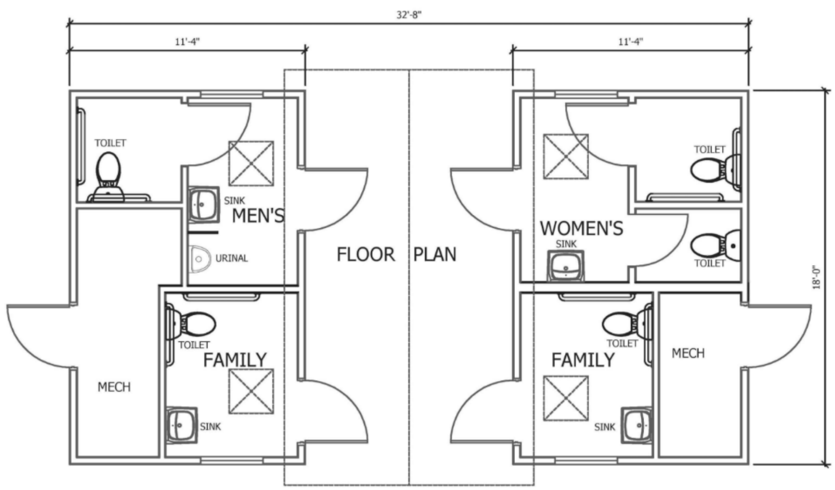
- 6 ADA unisex stalls in one building
- 6 heaters
- Water heater and extra insulation
- Concrete floor
- Metal roof
- Vertical Groove siding
- Hand dryers, interior lights, exterior lights
- 2 Drinking fountains
- Automatic exterior locks
- Baby Changing table
- Includes a Crane rental and on-site installation Supervision
- Digital Comment Card to allow users to alert staff of issues
- Durability: Permanent
- Timeline of installation: Engineering Design: 4-5 months, Board Approvals & permitting: 4 weeks, construction: 3-5 months
- **Total Cost: $335,610**



Long-Term Permanent Building

Green Flush: Telluride 2 Buildings with Canopy – 6 Stall

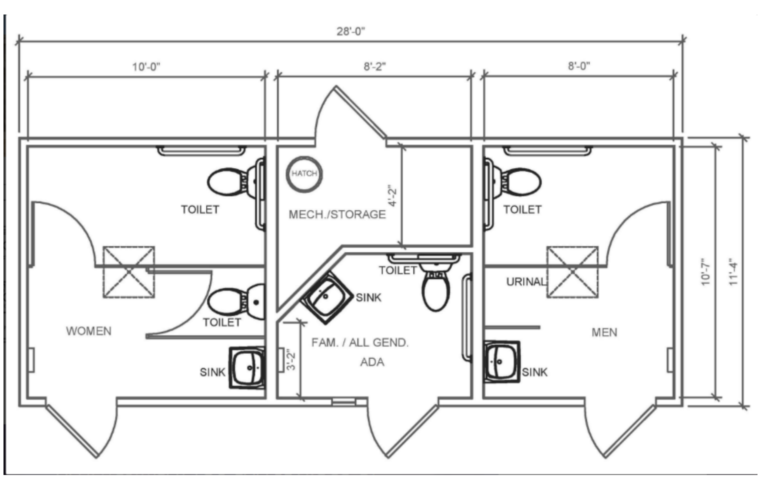
- Men’s side: 1 urinals & 1ADA stall
- Women's side: 2 stalls (1 ADA stall)
- 2 ADA Family/ Unisex separate stalls
- 6 heaters and extra insulation
- Water heater
- Concrete floor
- Metal roof
- Vertical Groove siding
- Hand dryers, interior lights, exterior lights
- 2 Drinking fountains
- Automatic exterior locks
- Baby Changing table
- Includes a Crane rental and on-site installation Supervision
- Digital Comment Card to allow users to alert staff of issues
- Durability: Permanent
- Timeline of installation: Engineering Design: 4-5 months, Board Approvals & permitting: 4 weeks, construction: 3-5 months
- **Total Cost: $445,060**



Long-Term Permanent Building

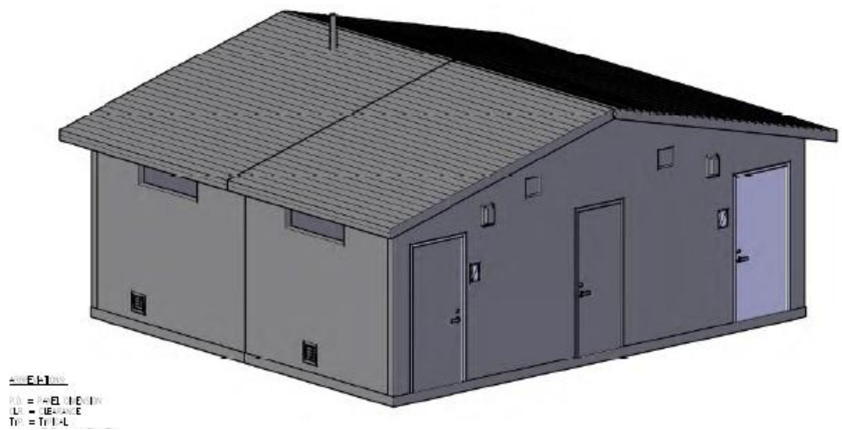
Green Flush: Keystone – 5 Stall

- Men's side: 1 urinals & 1 ADA stall
- Women's side: 2 stalls (1ADA stall)
- 1 ADA Family/Unisex
- 5 heaters and extra insulation
- Water heater
- Concrete floor
- Metal roof
- Board & Batten siding
- Hand dryers, interior lights, exterior lights
- 2 Drinking fountains
- Automatic exterior locks
- Baby Changing table
- Includes a Crane rental and on-site installation Supervision
- Digital Comment Card to allow users to alert staff of issues
- Durability: Permanent
- Timeline of installation: Engineering Design: 4-5 months, Board Approvals & permitting: 4 weeks, construction: 3-5 months
- **Total Cost: $291,940 - $304,840 (w/3 awnings)**

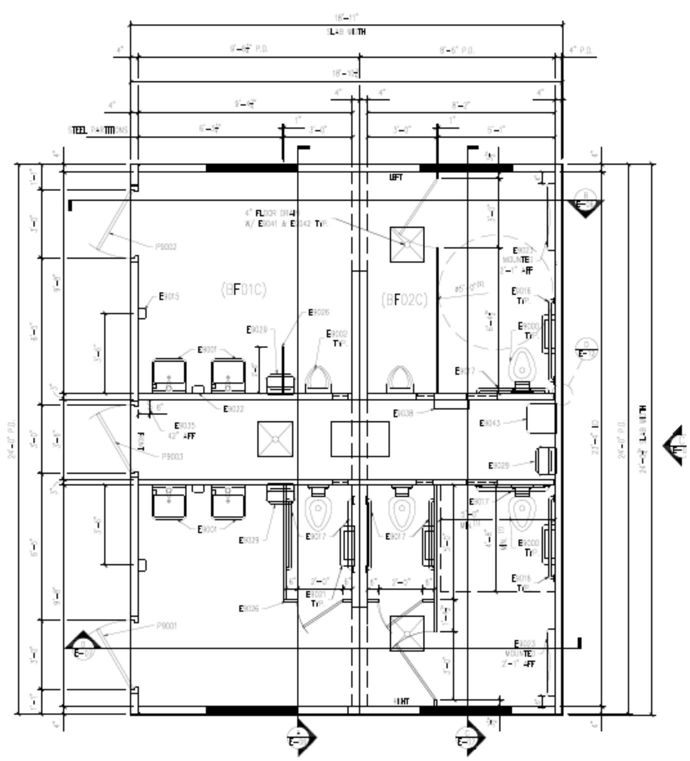


Long-Term Permanent Building

Precast Solutions – 6 Stall



- Men's side: 2 urinals & 1 ADA stall
- Women's side: 3 stalls (1 ADA stall)
- Concrete precast building (Some additional construction will be required: metal roof, Board & Batten siding, etc.)
- Durability: Permanent
- Timeline of installation: Engineering Design: 4-5 weeks, Board Approvals & permitting: 4 weeks, fabricate construction: 12-16 weeks, 1 week to install on site.
- Cost: $230,000 to $250,000
- Additional installation: $100,000 (we would need a compacted stone pad or concrete pad, plumbing, and electricity ran to the site. Also, an electrician and plumber to make final connection)
- **Total Cost: $330,000 - $350,000**

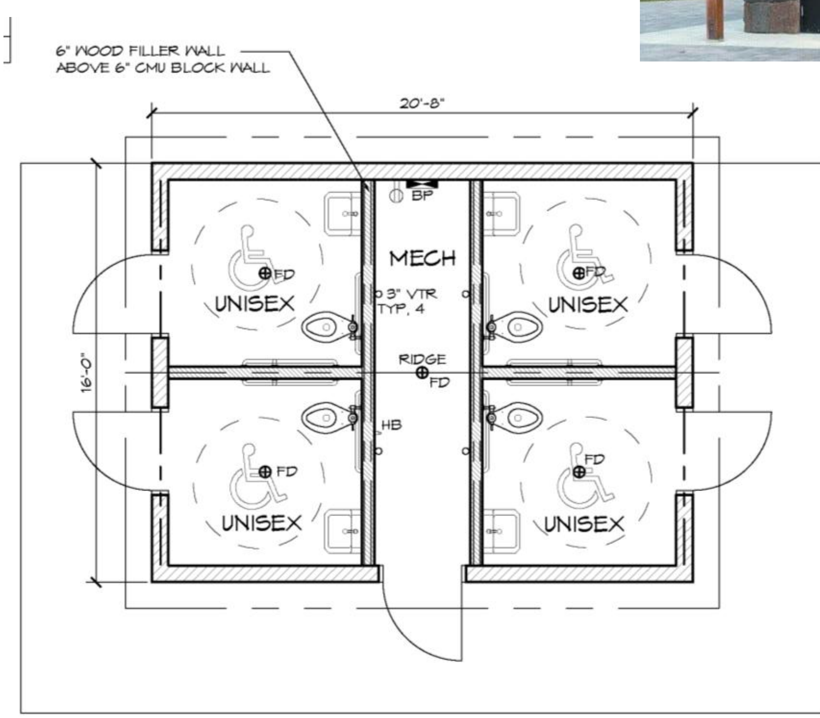


Long-Term Permanent Building

Romtec Restroom Kits (Stick Built)

Model 2043 Building – 4 Stall

- 4 ADA Unisex – single user restrooms
- 1 sink in each stall
- Durability: Permanent
- Timeline of installation: Engineering Design, Board Approvals & permitting: 5–7-month lead time from purchase order to delivery on site, construction: 8 weeks
- Cost of the kit: $130,000 - $250,000
- Additional cost of construction: $130,000 - $200,000
- **Total Cost: $260,000 to $450,000**

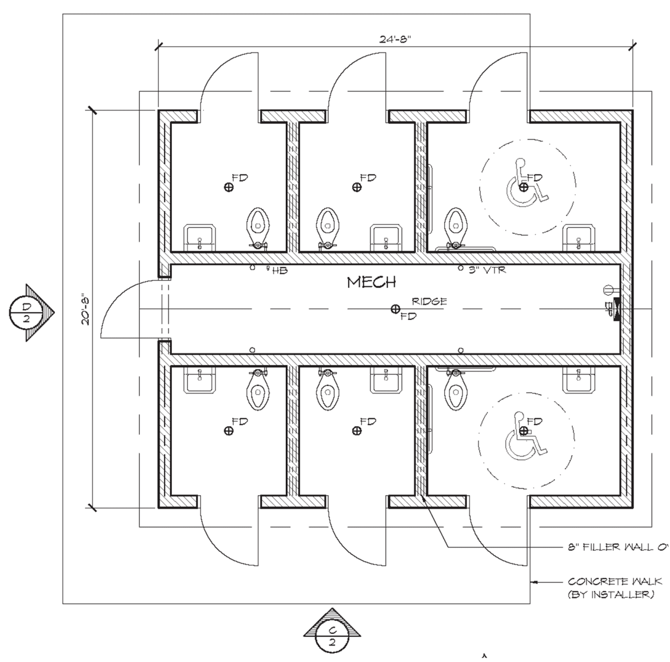


Long-Term Permanent Building

Romtec Restroom Kits (Stick Built)

Model 2047 Building – 6 Stall

- 6 Unisex – single user restrooms (2 ADA stalls)
- 1 sink in each stall
- Durability: Permanent
- Timeline of installation: Engineering Design, Board Approvals & permitting: 5–7-month lead time from purchase order to delivery on site, construction: 8 weeks
- Cost of the kit: $195,000 - $295,000
- Additional cost of construction: $195,000 - $300,000
- **Total Cost: $390,000 to $590,000**

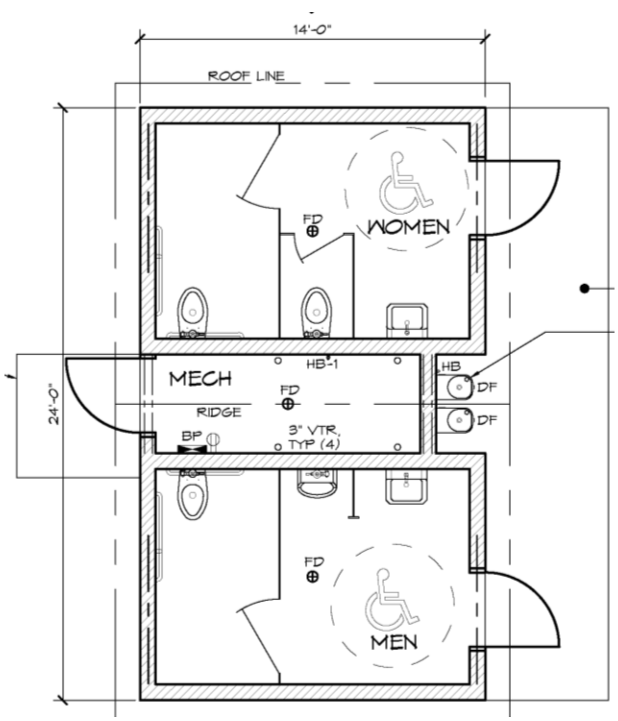


Long-Term Permanent Building

Romtec Restroom Kits (Stick Built)

Model 2061 Building - 4 stall

- Men's Restroom side w/ 1 urinal & 1 ADA stall
- Women's Restroom side w/ 2 stalls (1 ADA stall)
- 1 sink in each side
- Durability: Permanent
- Timeline of installation: Engineering Design, Board Approvals & permitting: 5–7-month lead time from purchase order to delivery on site, construction: 8 weeks
- Cost of the kit: $125,000 - $295,000
- Additional cost of construction: $125,000 - $200,000
- **Total Cost: $250,000 to $590,000**

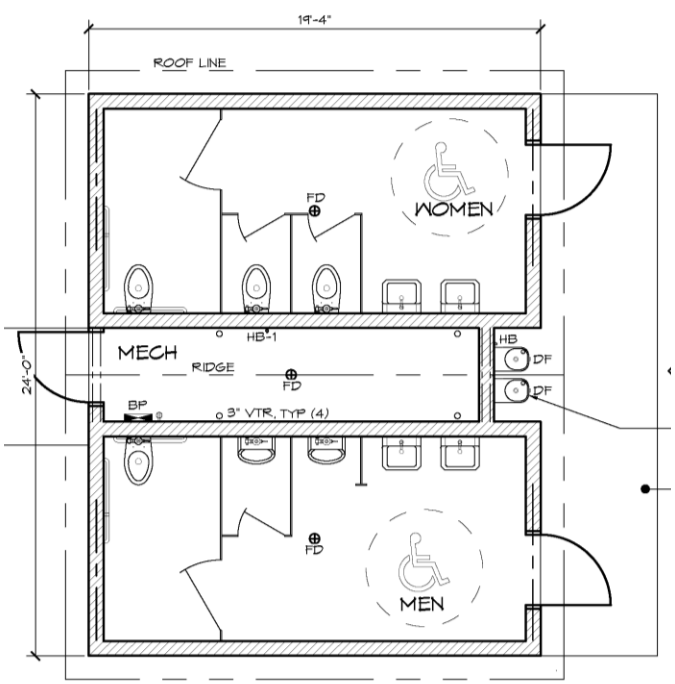


Long-Term Permanent Building

Romtec Restroom Kits (Stick Built)

Model 2081 Building – 6 Stall

- Men’s Restroom side w/ 1 urinal & 1 ADA stall
- Women’s Restroom side 3 stalls (1 ADA stall)
- 2 sinks in each side
- Durability: Permanent
- Timeline of installation: Engineering Design, Board Approvals & permitting: 5–7-month lead time from purchase order to delivery on site, construction: 8 weeks
- Cost of the kit: $155,000 - $395,000
- Additional cost of construction: $155,000 - $250,000
- **Total Cost: $300,000 to $790,000**



Score Sheet

Score each category from 1 – 3 (1 being low and 3 being high)

Option	Cost	Durability	Aesthetics	Speed to Deploy	Ownership	Fiscal Responsibility	ADA Accessibility	Total Score
Precast Solutions								
Keystone								
Telluride (Single)								
Romtec 2043								
Romtec 2047								
Romtec 2061								
Telluride (2 Bldgs)								
Romtec 2081								
Boxx Modular 4-Stall								
Portable LLC 6-Stall								
JAG 5-Stall								
Tailgating 6-Stall								
11 Peach St Lease								