

# Community Enhancement Program Board

Cape Charles Town Hall

Regular Meeting

April 14, 2018

6:00 P.M.

1. Call to Order; Roll Call
2. Moment of Silence / Pledge of Allegiance
3. Consent Agenda
  - \*A. Approval of Agenda Format
  - \*B. Approval of Minutes
4. Order of Business
  - A. Program Manager – Prioritization of Tasks and Duties
    - i. Board Member Updates (Andy Buchholz)
    - ii. Town Council MOA (Andy Buchholz)
    - ii. Strategy & Operations (Shelly Gorman)
      - a. Maestro Reminders-Update on Volunteer Hours Reported
      - b. Main Street Pitch/July Conference Update
      - c. Economic & Market Research RFP
      - d. VA Downtown Pilot Update/Funding
      - e. Otto Updates-Charette/Subcommittee Date/Stakeholders
      - f. Marketing Landscape
  - B. Committee Reports
    - i. Organization (Bill Stramm & Donna Moyer)
      - a. Transition to 501c3 Updates
      - b. RFP Process
      - c. Proposal Process
      - d. Stakeholders
      - e. Designation Tracking
    - ii. Design (Tammy Holloway & Mollie Pickron)
    - iii. Economic Vitality (Andy Buchholz)
    - iv. Promotion (Elizabeth Dodd Russell & Carol Evans)
5. Other Items for Future Consideration
6. Announcements / Resources
7. Next Meeting(s): Board-June 11, 2018

**COMMUNITY ENHANCEMENT PROGRAM BOARD**  
**Closed Session RFP Meeting**  
**Cape Charles Civic Center**  
**April 9, 2018**  
**6:00 p.m.**

At 6:00 p.m., Chairman Andy Buchholz, having established a quorum, called to order the Regular Meeting of the Community Enhancement Program Board (CEB). In addition to Chairman Buchholz, present were Vice Chair Tammy Holloway, Board members Elizabeth Dodd Russell, Mollie Pickron, Carol Evans, Donna Moyer and Bill Stramm. David Gay was not in attendance. Also in attendance was Program Manager Shelly Gorman.

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

**A. CONSENT AGENDA – APPROVAL OF AGENDA FORMAT**

**Motion made by Bill Stramm, seconded by Donna Moyer, to approve the agenda format as presented. The motion was approved by unanimous vote.**

B. Donna Moyer made a motion to go into Closed Session in accordance with Section 2.2-3711- A of the Code of Virginia of 1950, as amended for the purpose of: 29: 9. Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body.

Specifically: Review RFP Proposal Evaluation and Selection for Community Image & Branding- Final Three Interviews

Carol Evans seconded the motion and the board went into closed session.

C. Carol Evans made a motion to return to Open Session 6. Motion to certify to the best of each member's knowledge (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. Holloway yes, Russell yes, Stramm yes, Pickron yes, Evans yes, Moyer yes.

Mollie Pickron seconded the motion and the motion passed to come out of closed session.

**Motion made by Tammy Holloway, seconded by Bill Stramm, to adjourn the Community Enhancement Program Board Meeting. The motion was approved by unanimous vote.**

The meeting adjourned at 9:28 p.m.

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Chairman Andy Buchholz

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Secretary, Elizabeth Russell

Community Enhancement Program Board  
Work Session Meeting  
April 23, 2018  
Cape Charles Civic Center  
6:00 P.M.

At 6:00 p.m., Chairman Andy Buchholz, having established a quorum, called to order the Work Session Meeting of the Community Enhancement Program Board (CEB). In addition to Chairman Buchholz present were Vice Chairman Tammy Holloway, board members Elizabeth Dodd Russell, Mollie Pickron, David Gay, Carol Evans, and Bill Stramm, Donna Moyer. Also in attendance was Program Director Shelly Gorman plus two members from the public.

We have a quorum

Order of Business:

A. Program Manager Updates

i. Andy Buchholz: MOA. Bob Panak has the MOA in the forward moving process with the Town and there are no updates since the meeting with Tammy, Shelly and Andy. The Town will work on a draft, we will see it and then the Council will vote on it. May 3<sup>rd</sup> is the Town Council work session on this.

ii. Love Sign: working on the official transfer of artwork from the CCBA to CEB and the money transfer. Miriam Elton owns the rights now. We would have a contract and legal has to look into options we have.

iii. Strategy & Operations

a. Rev-Up Revaluations – great turnout and great sign up volunteers. People were engaged and asked questions.

b. Maestro Update – everyone should have access to Maestro. Everything is uploaded for each committee. There is training for Maestro that Shelly emailed to everyone. This is our central system for tracking everything.

c. Budget Update – The budget could shift something around but not a large shift. Department heads of the town will come back to council with an update.

d. RFP Award Update – At the last Town Council meeting they approved our suggestion. We will not exceed \$42,000.

e. Intersections Conference in July/ VA Main Street Pitch – Main Street pitch opportunity. There is an early registration fee we need to get in. It is in Harrisonburg July 16-18 – application is due April 30<sup>th</sup>. \$5000 grant we could win. Bill and Donna have two volunteers on their committee who want to write grants. Buy local and extended hours program. Plaza – central place project (this could help us through out transition). Shelly and Tammy will do the draft about the plaza.

f. Upcoming Grants – 30 in 30. Cigarette butt \$500-\$1000.

Landscaping for the entrance to the new parking. We could have sponsored planters. Judged in May and announce in June. Application is due April 30<sup>th</sup>. The two volunteers can work with Mollie and the grant is due in a week.

Northampton County Grant – portable bathroom toilet idea – we will not do this. VTC Leveraging grant – need partners (Tourism Comm., Town, CCBA) The Town printed map we can sell ad space on the side of the map. VA Welcome centers rack card reimbursement. The triple A ad and you can go back 6 months and get reimbursed.

g. Civil War Trail – Pass it on to the museum.

h. VA Downtown Update – it is finished, needs to be entered into CAMS. Donna will read it in drop box. (below)

i. Econ/Market Research Affiliate Grant Update

j. Mailchimp/ SignUp Genius – Maestro will be updated with these two and Quick Books. Shelly will also look into Constant Contact.

k. Summer Schedule Strategy – Plan on not having work session meetings this summer. Keep the normal meeting and committee meetings.

l. If you to or committee meetings need to talk to town employees go through Shelly please. Also, if anything goes out to the community it needs to go out through the committee first – for example a survey or handouts. Please keep Shelly in the loop with what the committees are doing.

## B. Committee Reports

### i. Organization

a. RFP next steps – We need to negotiation the prices with Otto. Donna, Shelly, and Bill need to go to their office and chat. They will hopefully go Thursday. There needs to be specifics about how many edits can be made. Stakeholders we have to come up with a list of, 10 per group could be too many. A sub-group that could plan what should go on in this process. The sub group will get a list from Otto of what we need to present to them and by when, what are the next steps. Sub committee: Tammy, Carol, Donna and David.

b. 501 c 3 – Everyone now has the tweaked bylaws. Everyone review the membership portion and get back to Bill. No membership everyone agrees on. D&O insurance, event insurance, dishonesty bond, Shelly.

c. Volunteer Tracking & Official Designation Criteria Management – number of hours volunteers put in. Each co-chair would collect volunteer hours and submit hours for the whole committee. At each meeting Donna will collect the time for each committee. It started from the first meeting. Each committee meeting will have a time card. It needs to be input by individual volunteers.

d. Stakeholders – Each person keep a written summery about each stakeholder and how they think it went. We need to keep a master list of stakeholders to remember when we updated them last. Everyone submit their stakeholder names to Donna about who they met with after Donna sends the chart out. 1. 10 stakeholders for Otto 2. A community forum for the branding.

e. Public Relations – everyone’s responsibly but Organization can be the

holders of the information. 3 newsletters a year, every committee needs to put together a write up. July could be the first one, it would go out to everyone we have an email address to and all the business owners, also organizations. If you like a format of a newsletter send it to Donna and Bill. Example: three blogs that are compiled into a newsletter. All press releases need to be written by everyone but have the same tone. We need a protocol for what we post on the FB page. May 15<sup>th</sup> at 6pm is the next meeting.

ii. Design – Walkabout groups the committee members are working on. Vision session from May 7th 6-8:30pm providing dinner. True brainstorming and dreaming meeting.

iii. Economic Vitality – Building inventory, development, workforce housing, plus sources of data. Gained some very good members. May 16<sup>th</sup> is the next meeting at the Civic Center. The Oyster Farm and the Christian School are other good meeting spaces.

iv. Promotion – Talked about events, they have homework of looking up coastal events and calendars. Looking into informing residents and visitors about events. Kiosk idea with the Design committee about events.

Delivering memorable experiences downtown workshop: September 17, 18, 24<sup>th</sup> we submitted as options.

5. Main Street Area Designation: The Shanty area is in Kyle's idea. Route 184 - Brewery to down Mason to the Harbor, Strawberry and Peach (to Randolph). The Harbor – from the Shanty to the hump. – Marina Road from Bayshore Road. Bayshore Road east to Mason Ave. then runs down Mason to the brewery. This will be private until it is approved. Andy will draw the map and craft the statement. It has to go to Kyle and Main Street before it goes to the community.

**Motion made by Donna Moyer, seconded by Elizabeth Russell, to adjourn the Community Enhancement Program Board Meeting. The motion was approved by unanimous vote.**

The meeting adjourned at 8:51 p.m.

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Chairman Andy Buchholz

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Secretary, Elizabeth Russell

MEMORANDUM OF AGREEMENT  
THE TOWN OF CAPE CHARLES  
AND  
CAPE CHARLES, VA. MAIN STREET, INC.

This MEMORANDUM OF AGREEMENT (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between CAPE CHARLES, VA. MAIN STREET, INC. (“CCMS”) and THE TOWN OF CAPE CHARLES (“ToCC”) a political subdivision of the Commonwealth of Virginia, provides as follows:

RECITALS:

- A. ToCC is designated as a Virginia Main Street Affiliate by the Department of Housing and Community Development of the Commonwealth of Virginia.
- B. CCMS is a Virginia Non-Stock Corporation which was granted tax exempt status under Internal Revenue Code Section 501 (c)(3) by the IRS on March 17, 2018.
- C. ToCC recognizes the importance of CCMS’s successful start-up and desires to provide financial support CCMS so that the Main Street program will flourish.
- D. ToCC is authorized by the Code of Virginia Sections 15.2-940 and 1102 to provide such support for economic development efforts.
- E. The Town Council of the ToCC authorized the Mayor to enter into this Agreement at a duly called and noticed meeting held on \_\_\_\_\_.

AGREEMENT

IN CONSIDERATION of the mutual covenants, benefits and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties for themselves, their successors and assigns agree as follows:

- 1. **Recitals Incorporated.** The foregoing Recitals are incorporated by reference.
- 2. **Term.** The term of this Agreement is for five years, commencing July 1, 2018 and expiring June 30, 2023. Unless specified otherwise, references to “year” in this Agreement shall mean the twelve month period beginning July 1 and ending June 30 of the following calendar year.
- 3. **Cancellation.** ToCC shall have the right at its option to unilaterally cancel the Agreement if CCMS breaches or fails to perform any term or condition of this Agreement and such breach or failure is not cured within 30 days after written notice.

4. **Budget.** CCMS shall propose a program budget for the fiscal year beginning July 1 by the preceding March 1. Such budget will specify:
  - A. Program objectives, projects and expected outcomes for the fiscal year, with target dates for start and completion.
  - B. Staffing level and compensation.
  - C. Professional and other services required for each project.
  - D. Capital projects, i.e. items costing \$5,000 or more and having an anticipated useful life longer than one year. A 5 year projection of capital projects will also be included.
  - E. Projected fund raising revenue from private sources.
  - F. Projected grant revenue from governmental sources other than ToCC.
  - G. Net grant amount requested from ToCC.

Each year, ToCC will determine the amount, if any, to be appropriated for the CCMS grant during its annual budget process. Funds may be derived from Transient Occupancy Tax, Meals Tax, or any other revenue source. The amount, if any, to be appropriated each year shall be determined in the sole discretion of the Council of the ToCC then in office.

5. **Funding Execution.** For each year in which a grant is given by ToCC, ToCC will provide quarterly disbursement to CCMS for normal operating expenses, beginning July 1. ToCC will reimburse CCMS for capital items upon completion of the project. Advance or progress payments will be considered on a case by case basis. By mutual agreement, large and/or complex capital projects may be executed by ToCC. All disbursements by ToCC shall be in accordance with the then-current budget and grant approved by ToCC.
6. **Procurement and Property.** CCMS shall comply with Chapter 54 of the Town Code when contracting for goods and services. Contract award approval authority will be designated by the CCMS board of directors.

Capital items installed on public property shall become the property of ToCC and will be maintained by ToCC. As such, these items may be relocated or removed at the sole discretion of ToCC after coordination with CCMS. The cost of maintenance, relocation or removal will be borne by ToCC.

Office equipment and supplies shall become the property of CCMS. An inventory of such equipment and supplies shall be maintained by CCMS. Should CCMS disband, such items shall be transferred to ToCC to the extent not prohibited by the Internal Revenue Code or other applicable laws and regulations.

7. **Reporting.** Each year during the term, CCMS shall provide quarterly reports for the first, second and third quarters to ToCC, to include: income statement, balance sheet, and narrative description of progress on program objectives, projects and outcomes. Reports shall be provided within one month of the close of each quarter. CCMS shall



provide an annual report to ToCC, with the information described above, by September 30 of each year.

CCMS shall provide audited financial statements to ToCC by December 31 of each year.

CCMS's reporting obligations shall survive the expiration or termination of this Agreement, unless ToCC expressly waives a reporting requirement in writing.

8. **Transition Period.** The target date for full implementation is July 1, 2018. The Community Enhancement Program Manager will be transferred from ToCC to CCMS as soon as is practical after execution of this Agreement. Any contracts entered into by ToCC on behalf of CCMS before execution of this Agreement shall either include a clause allowing assignment to CCMS, or a clause designating CCMS as the ToCC Technical Representative to certify invoices for payment and otherwise manage the contract.
9. **Indemnification and Insurance.** CCMS shall indemnify, defend, and hold harmless ToCC and its Council members, officers, and employees for, from, and against all claims, actions, liabilities, losses, fines, penalties, and expenses (including without limitation attorney's fees and expenses) arising out of or resulting CCMS's breach of this Agreement or the negligence or intentional misconduct of CCMS or its agents, employees, and/or contractors. CCMS shall maintain liability insurance with limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for personal injury, wrongful death, and property damage claims, including contractual liability for CCMS's obligations to ToCC under this Agreement. CCMS shall provide a certificate evidencing such coverage to ToCC upon request.
10. **Notices and Documentation.** Any notices and submission of documentation to ToCC shall be delivered to the Town Manager at 2 Plum Street, Cape Charles, VA 23310, and evidenced by the Town Manager's signed receipt, or sent postage prepaid and receipted for by USPS Certified or Registered Mail, return receipt requested. Any notices and submission of documentation to CCMS shall be delivered to \_\_\_\_\_, and evidenced by a signed receipt, or sent postage prepaid and receipted for by USPS Certified or Registered Mail, return receipt requested.
11. **Force Majeure.** If, by reason of *force majeure*, either party hereto shall be rendered unable, in whole or in part, to carry out its obligations under this Agreement, and if such party shall give notice and full details in writing of such *force majeure* to the other party within a reasonable time after the occurrence of the event or cause relied on, then the obligations of the party giving such notice, so far as it is affected by such *force majeure* shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*", as employed herein, shall mean acts of public enemy, orders of any kind of the government of the United States or the Commonwealth of Virginia or any civil or military authority, insurrections, riots, arrests,

civil disturbances, labor unrest or strikes, inability to obtain necessary supplies, utilities or services, earthquakes, floods, fires, storms and any serious weather related casualty.

12. **No Partnership or Agency.** Except as provided in paragraph 8 above with respect to contracts entered into by ToCC on behalf of CCMS, nothing in this Agreement shall create a partnership, agency, or other relationship between ToCC and CCMS other than that of independent contractors. CCMS shall have no authority to represent ToCC or to bind ToCC to any agreement, obligation, or commitment unless such authority is in writing and granted pursuant to and in compliance with applicable law.

13. **Governing Law and Venue.** This Agreement shall be administered and interpreted in accordance with the laws of the Commonwealth of Virginia. Any actions arising out of this Agreement shall be filed in the General District Court or Circuit Court of Northampton County, Virginia.

The signatures of the authorized representatives of the parties are set out below in acknowledgement of this Agreement and to bind the parties in contract:

**Cape Charles Main Street, Inc.**

By \_\_\_\_\_  
President

**Town of Cape Charles**

By \_\_\_\_\_  
Mayor

## **Otto Viewpoints For Stakeholder Identification**

Otto will conduct interviews with roughly 10 key stakeholders identified with the assistance of the CCMSACEB (hereinafter referred to as the Board). A recommended list of interviewees include:

- A blend of business owners representing restaurateurs, marine service providers, hospitality providers, real estate developers, retailers, and tourism related services
- Thought leaders/key influencers
- Residents with a history in Cape Charles
- Select Board members wearing multiple relevant stakeholder hats

Note: interviews will likely take 15-30 minutes depending upon the individual.

The findings of these interviews will be reported back to the Board.



**Cape Charles VA Community Enhancement Program  
CC-002 Account Service & Research  
DRAFT v.2 – 5.7.18**

1. Why do you think people visit Cape Charles and/or chose to live here?
2. Why do you think people chose not to visit Cape Charles and/or chose not to live here?
3. What sets Cape Charles apart from other destinations or communities?
4. What do you feel is the town's greatest potential growth area?
5. What are other towns/destinations doing that you admire? What would you like to try to implement in Cape Charles?
6. Where would you like to see the Cape Charles in the next three to five years?
7. What businesses do you think would help attract visitors and residents to Cape Charles?
8. Describe the tone or personality that you think Cape Charles should have in its marketing?
9. What are your impressions of Cape Charles as a brand? How do you think the public perceives the brand?
10. What primary message should the Cape Charles brand convey?
11. Share adjectives or words that best describe Cape Charles.
12. How can Cape Charles best tell its story to reach visitors, businesses and residents?
13. Do you have any additional thoughts you'd like to share?