



**Urbanna Town Council
Work Session
AGENDA
Town Council Chambers
390 Virginia Street Suite B
Thursday, February 10, 2022 7:00 PM**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment
5. Public Comment Response
6. Matters of the Town Council
 - a. Coffee with the Town Administrator
 - b. Marina updates
 - c. Taber Park Pool
 - d. Virginia Street Dock/Pier*
7. Action Items
 - a. Fireworks-July 1, 2022*
8. Announcements
9. Closed Meeting
 - a. *Pursuant to Virginia Code section §2.2-3711(A)(1) for the following purpose: Discussion or consideration, or interviews of prospective candidates for employment; appointment, performance, and salary of a specific public officer, or appointees of the Town Council.*
10. Open Meeting
11. Adjourn

*Document included in meeting packet

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Agenda Item: #6a-Coffee with the Town Administrator

Council Action Requested: No

Requested by: Garth Wheeler-Town Administrator

Garth Wheeler plans on hosting a Coffee with the Town Administrator on Wednesday, March 2, 2022 at 9am, in the new Town Office.

This will give the public an opportunity to visit our new offices, and speak with members of Town staff in an informal setting.

If more than two members of Council want to attend, we will come up with a fair and impartial way to decide how best to stay within the guidelines to what constitutes a “meeting”.

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Agenda Item: #6b-Marina Updates

Council Action Requested: No

Requested by: Garth Wheeler-Town Administrator

Garth Wheeler will update Council on information he has received from Docks of the Bay regarding improvements to the Town Marina that should fall under the BIG (Boating Infrastructure Grant) Grant. Once discussed and plans developed, formal action will be requested by Staff.

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Agenda Item: #6c-Taber Park Pool

Council Action Requested: No

**Requested by: Garth Wheeler-Town Administrator
Bill Goldsmith-Member of Council/Chair of Pool Committee**

Garth Wheeler will give an update on status of contracts and progress.

There will be an informational workshop February 9th on a Virginia Department of Conservation & Recreation-Land & Water Conservation Fund grant which will be attended by Councilmember Goldsmith and Martha Rodenburg, Town Clerk. If it is determined the Taber Park Pool renovation would meet the criteria for this grant, Councilmember Goldsmith will give an overview of the grant.

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Agenda Item: #6d-Virginia Street Dock and Pier

Council Action Requested: No

Requested by: Town Staff and Town Council

Town Staff is requesting Council review the proposed options for the Town owned property, located on Virginia Street along Urbanna Creek, and vote on a plan at the February 24, 2022 Town Council monthly meeting.

Informational documents attached.

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Option	Bulkhead	Est. Cost	Fixed Dock	Est. Cost	Floating Dock	Est. Cost	Total Estimated Cost	Notes
1	only bulkhead	\$17,000					\$17,000	excludes backfill cost
2	yes	\$17,000	15x20	\$12,000	50' x8'	\$26,000	\$55,000	
3	yes	\$17,000	15x20	\$12,00	30'x8'	\$15,600	\$44,600	

Fixed dock @ \$40/per sq ft
Floating dock @ \$65/per sq ft

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DOCKS OF THE BAY, LLC
 PO Box 1160
 White Stone, VA 22578 US
 info@docksofthebay.com
 docksofthebay.com

Estimate



ADDRESS

Town of Urbanna
 PO Box 179
 Urbanna, VA

ESTIMATE #	DATE	
1809	01/10/2022	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bulkhead	Construct new 36' vinyl bulkhead w/ two 10' returns approx 56' of bulkhead total @ \$300/ft - includes removal of rock so wall can be driven *Excludes backfill: TBD - quote can be provided once we know the wall height and site plan	1	16,800.00	16,800.00
Dock Construction	Construct 15' x 20' deck 300 sq ft @ \$40/sq ft <ul style="list-style-type: none"> • 8" butt pilings pressure treated with CCA 2.5 pcf • 2" x 8" stringers and crossbars pressure treated with CCA 1.0 pcf • Crossbars are through bolted with 5/8 galvanized bolts • Pine decking pressure treated with CCA Ground Contact • Decking is to be screwed down using stainless decking screws UPGRADE Option: Wear Deck PVC decking - use PVC decking in place of pine decking on 15'x20' deck = +\$6000 to line item price above	1	12,000.00	12,000.00
Dock Construction	Install 70' x 8' floating dock (Candock product) - includes 12' x 6' gangway - internal piling guides - (4) 10" butt pilings to anchor	1	36,400.00	36,400.00
Permit	Cost of permits not included : all permits to be provided	1	0.00	0.00

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	by client			
Electric & Plumbing	Electric and plumbing not included : TBD - quote can be provided upon request	1	0.00	0.00

TOTAL \$65,200.00

Accepted By

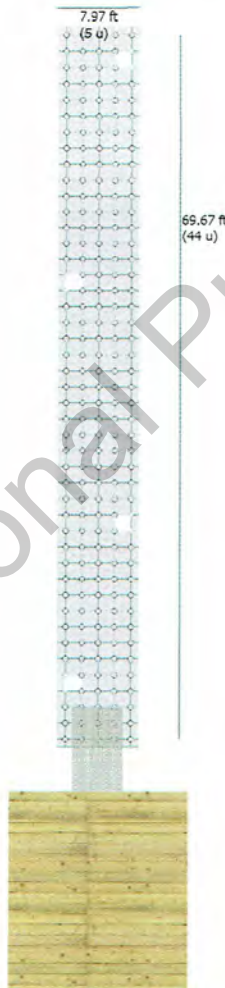
Accepted Date

For Informational Purposes-UTC

DOCKS OF THE BAY LLC
422 CHESAPEAKE DRIVE
804-438-9200
anthony@docksofthebay.com

Date: 2022-01-10

To :



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Statement

Development of the last piece of town owned waterfront has been discussed for many years and the Urbanna Planning Commission believes the time has come to proceed with a modified stationary pier and floating dock project on this site. The forces against this project are concerned about any impact it would have on the adjacent private waterfront property owners, boating safety, money should be used for other necessities and priorities, and let's just wait until later.

Many people want a kayak dock to be located at the town marina, but the VMRC prohibits the mixing of SPV and motorized vessels together. Kayakers currently launch from the beach underneath the marina pier and directly in the mix of motorized vessel traffic and this poses safety problems. Some want to wait and explore dredging a channel to connect Jamison Cove and Urbanna Creek at the Northern edge of the current marina but that would be years down the road, require new permitting and dredging and removal of some current marina slips that are also provide revenue for the town.

Others want to build the original pier and dock plan as permitted to use the site for the docking of tall ships and other historic vessels and thereby promote film tourism, though the mean low water depth does not seem adequate to support this and it would create significant crowding for the adjacent neighbors when visiting vessels were in port at this dock.

What are the forces in favor of a modified pier and dock project that responds both to the interests of adjacent neighbors and also promotes access to town waterfront? We have a short window in which to use the existing permit to build upon this site (10/22). We have significant other grant funds to cover other boating infrastructure projects, water system needs, etc. (BIG, CARES Act Funds, USDA funds) and plans are already underway to fund rebuilding of the Urbanna town pool. We are proceeding with the development of a Blue Water History Train in Urbanna Creek which will be unlike others in the region and will create a demand for access to our waterfront for related tourism by SPV. Local lodgers and those who provide short term rentals are begging for SPV visitor access to our beautiful waterfront. Our town needs economic development and tourism is one way to promote it. Our restaurants and other businesses would benefit from these visitors to our waterfront, as would town meals tax and lodging revenue. Finally, there is currently no other place for non-waterfront property owners and the public to safely launch SPV on Urbanna Creek. There is a need and there is demand.

The Urbanna Planning Commission and town staff have discussed these concerns with the adjacent landowners and as a result will make a motion for the Urbanna Town Council to consider this development in a way that honors the concerns of these neighbors, provides access to our waterfront for non-waterfront property owners, promotes tourism by Self-Propelled Vessels (SPV) like kayaks, canoes, and paddleboards and provides a wonderful historic setting for the growing demand of this form of recreation.

Motion

Upon considering input from multiple stakeholders, and in the interest of providing access to the Urbanna waterfront for non-waterfront owning citizens and visitors alike, to promote historic tourism, and to provide initial development of the property at the base of Virginia Street for the already approved blue water history trail project, the majority of the Planning Commission for the Town of Urbanna requests that the Urbanna Town Council approve and fund construction of the “Virginia Street Pier and Dock Project” during 2022 as follows:

- 1. Build a 32’ bulkhead to connect with bulkheads being built by adjacent neighbors, Oyster Bay Condominiums and the Montague Marina;*
- 2. Build a 15’ x 20’ stationary pier at the property at the base of Virginia Street and a 30’ x 8’ floating dock (see note 1 below). The floating pier portion is intended for Self-Propelled Vessels (SPV) only and will include some apparatus to aid in the launching of HPW (see attachments A, B, C, and D);*
- 3. Create a small simple park on the footprint of the property at the end of Virginia Street with landscaping, a few benches, and memorial and historic marker/display to the beloved Payne Sisters and Payne’s Crab Shack;*
- 4. Place bollards along the portion of the property that borders the road with a prominent “NO PARKING – UNLOADING ONLY” sign, also directing people to park at the marina or behind the Scottish Factors Store Museum (both within easy walking distance);*
- 5. Install two deluxe porta potties that include sanitation stations at the Town Marina at a location close to the culvert to provide adequate access to restroom facilities for the public (and to replace the existing simple porta potty by the ramp to the town boat ramp; see example attachments E and F); **OR** use BIG funds to add more public restroom facilities at the Town Marina;*
- 6. If desired by the Oyster Bay Condominium Association, within six months of completion of the pier, dock, and park build a 4 – 6 foot privacy fence on the boundary between the town property and the Oyster Bay Condominium boundary;*

Notes:

- 1. This is to provide more than the 10’ setback requested by the Montague Marina).*
- 2. Per Docks on the Bay’s current proposed the 15’ x 20’ stationary pier would cost \$12,000 and a 30’ x 8’ floating pier would cost \$15,600 (note: these figures are based upon those provided by Town Manager Garth Wheeler and have been added as Option 3 in version 2 of this spreadsheet, Attachment B below)*

Attachments:

Attachment A: “Virginia Street Pier and Pricing Options” - Docks on the Bay cost and suggested design proposal
Attachment B: Options Estimate Spreadsheet v2
Attachments C and D: Ideas for SPV launch apparatus
Attachments E and F: Example deluxe porta potties with sanitation stations

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Fixed dock @ \$40/per sq ft
Floating dock @ \$65/per sq ft

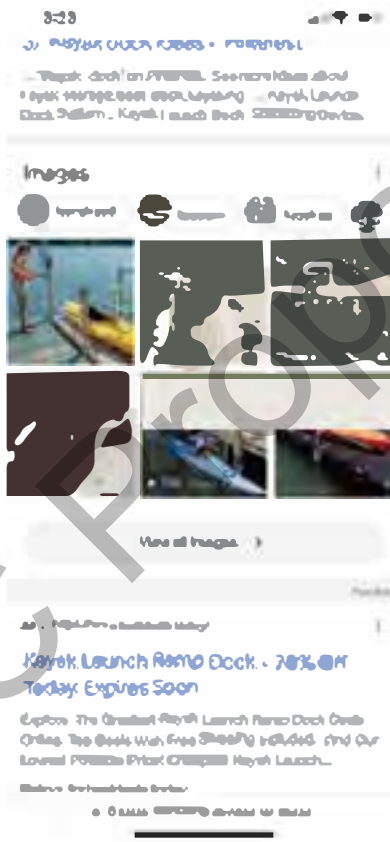
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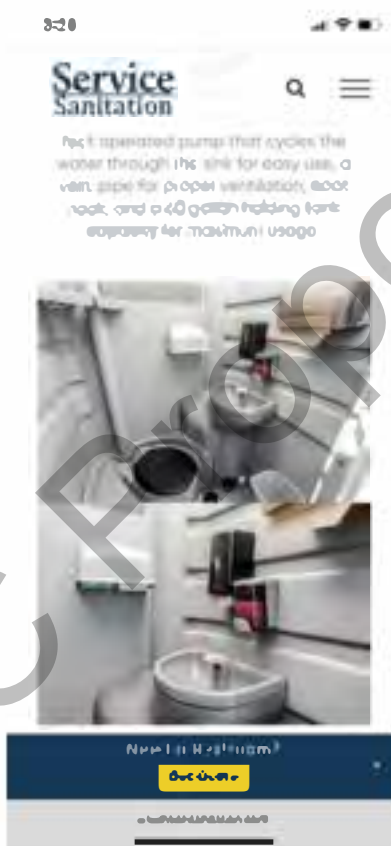


KAYAK DOCK WITH OPTIONAL
HANDRAILS

ECONOMY KAYAK DOCK
WITH HANDRAIL MOORED TO
EXISTING PILINGS









Agenda Item: #7a-Fireworks-July 1, 2022

Council Action Requested: Yes

Requested by: Garth Wheeler, Town Administrator

Town Staff has received a contract from American Fireworks for this year's Independence Day celebration fireworks. The fireworks would take place on Friday, July 1, 2022, with a rain date of July 5, 2022.

The total cost is \$12,500.00, with a 50% deposit due on April 1, 2022

Motion requested:

Motion to approve the Town Administrator to enter a contract with American Fireworks in the amount of \$12,500.00 for the Town of Urbanna's 2022 Independence Day celebration.

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Display Date(s):

July 1, 2022

CONTRACT

Show No.

S-409

THIS CONTRACT, prepared on the 24 day of January 27, 2022, and is by and between **AMERICAN FIREWORKS COMPANY**, Hudson, Ohio, as DISPLAY COMPANY and

TOWN OF URBANNA, VIRGINIA, as CLIENT.

WITNESSETH: In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the DISPLAY COMPANY and CLIENT agree as follows:

DISPLAY COMPANY agrees to provide, deliver and display to and for the benefit of CLIENT a certain fireworks show along with operators to fire the display(s). DISPLAY COMPANY shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by DISPLAY COMPANY and will provide to the CLIENT public liability and property damage insurance in the amount of **\$10,000,000.00** combined single limit, and will add as additional insured the sponsor of the project, the property owner of the location, any property owner in the fallout zone, and any municipality where the shoot is being performed in or any municipality that requests additional insured status, same having been approved and accepted by CLIENT for providing a fireworks display service at:

DISPLAY SITE: 1818 URBANNA ROAD, URBANNA, VIRGINIA

on the following date(s):

DISPLAY DATE: JULY 1, 2022

RAIN DATE: JULY 5, 2022

CLIENT agrees to pay DISPLAY COMPANY for said fireworks display(s) thereof, the sum of:

TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00)

This contract must be executed within THIRTY (30) days from date contract was prepared, listed in the first paragraph of the first page of this contract. If CLIENT does not return the signed contract within THIRTY (30) days of that date, this contract will be void and a new contract will need to be negotiated. CLIENT agrees to pay the deposit of **SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$6,250.00)**, which is Fifty Percent (50%) of the total agreed price, by check made payable to AMERICAN FIREWORKS COMPANY by **APRIL 1, 2022**. CLIENT shall pay the balance of said display(s) upon receipt of invoice after the fireworks display(s), by check made payable to AMERICAN FIREWORKS COMPANY.

CLIENT agrees to provide security to prevent spectators or other unauthorized persons in any area designated by the DISPLAY COMPANY. DISPLAY COMPANY shall provide a detailed site plan to the CLIENT and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the conducting of the fireworks display(s). The CLIENT shall also provide sufficient security protection for the fireworks and equipment owned by the DISPLAY COMPANY prior to and after the fireworks display(s). The DISPLAY COMPANY shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The CLIENT shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators, guests (whether invited or not). Additionally, CLIENT shall assume the liability and pay for any and all claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a result of the CLIENT's failure to provide proper security for the fireworks display site.

CLIENT shall be responsible for all permit fees and fire watch fees necessary to conduct fireworks display. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display, advance the fees and list them on your final invoice.



INITIALS: _____

Any alteration or modification to this contract shall be in writing as agreed by the parties. Nothing in this Contract shall be construed or interpreted to mean a partnership, joint venture or employer/employee relationship between the parties hereto; each of the parties hereto being responsible for its or his separate and individual acts, debts and obligations.

The following guidelines will be in effect regarding weather: It is understood and agreed that if the display is postponed due to weather on either the display date or the rain date, there will be a twenty five percent (25%) surcharge for expenses. It is understood and agreed that the DISPLAY COMPANY's chief on site pyrotechnician, along with the local Authority Having Jurisdiction (AHJ), shall make the final determination if the conditions are conducive for a safe and proper fireworks display. If the display is cancelled all together due to weather, there will be a fifty percent (50%) surcharge and the CLIENT will forfeit their deposit. If the CLIENT cancels the display for any other reason, on the day of display, the full price of the display will be charged.

The following guidelines will be in effect regarding non weather related cancellations: It is understood and agreed that the fireworks display herein contracted for by the CLIENT is created particularly for and on account of said contract and specially produced, designed and assembled by DISPLAY COMPANY at the request of CLIENT. As a result, it is agreed to by the parties that the CLIENT may only terminate this contract by giving at least sixty (60) days written notice of cancellation prior to the display date(s). In the event that the CLIENT shall provide cancellation of the contract within the above stated time, the CLIENT shall be responsible for, and shall pay to DISPLAY COMPANY the amount of fifty percent (50%) of the agreed price. In the event that cancellation of the event and/or contract for fireworks display is less than sixty (60) days prior to the event, the CLIENT shall pay to the DISPLAY COMPANY the entire agreed price.

2022 COVID-19 PANDEMIC RELATED CANCELATIONS: It is understood and agreed that the CLIENT may provide written notice to cancel the display fourteen (14) days prior to said display, with no penalties, as long as they can provide verification from the State or Local Health Department that it has ordered the event to be terminated due to Covid-19 Restrictions. The deposit that was received on this contract will be held by DISPLAY COMPANY and will be 100% credited to a future date.

This contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. This contract is not binding if DISPLAY COMPANY is restricted in any manner due to local, state or federal regulations. The person signing this contract on behalf of the CLIENT hereby represents that they have the legal authority to bind and contract for the CLIENT. In the event that there is a breach of this contract, the DISPLAY COMPANY shall be entitled to all damages herein.

I understand that if I do not pay the entire balance due in full, and my account is forwarded for further collection efforts, I will be responsible for any and all reasonable collection fees, legal fees, filing fees, service costs and disbursements incurred as a result of the collection efforts.

IN WITNESS WHEREOF, the parties have hereunto set their hand in duplicate the day and year first written on Page One of this contract.

AMERICAN FIREWORKS COMPANY
DISPLAY COMPANY

NANCY J. SORGI, President

TOWN OF URBANNA, VIRGINIA
CLIENT



SIGNATURE OF REPRESENTATIVE/AGENT



PRINTED NAME

DATE