



**Urbanna Town Council
Public Hearing
Monthly Meeting
AGENDA
Town Council Chambers
390 Virginia Street, Suite B
Thursday, January 26, 2023 7:00PM**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Minutes
6. Reports
 - a. Town Administrator
 - b. Treasurer's Report
 - c. Finance Committee
 - d. Pool Committee
 - e. Planning Commission
 - f. Water Committee
7. Public Comment
8. Public Comment Response Period
9. Old Business
10. New Business
 - a. Fireworks contract
 - b. Old Town Hall-structural engineer
 - c. Pool Fundraising-Friends of Urbanna
 - d. AH Environmental contracts
11. Adjourn

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**Agenda Item Summary
January 26, 2023**

Agenda Item: 4-Approval of Agenda

Fiscal Impact: NA

Staff Recommendation: Approve

Council Action Requested: Yes

Sample Motion(s):

Motion to approve agenda as presented

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Agenda Item Summary January 26, 2023

Agenda Item: 5-Minutes

Background: Minutes for the following meetings
December 15, 2022
January 12, 2023

Fiscal Impact: NA

Staff Recommendation: Approve

Council Action Requested: Yes

Sample Motion(s):

Note: If changes are requested at the meeting, approval of the minutes will be postponed to the next meeting.

Motion to approve the minutes for December 15, 2022 and January 12, 2023 as presented

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**Town of Urbanna
Town Council
Monthly Meeting
Council Chambers-390 Virginia St. Suite B
December 15, 2022**

CALL TO ORDER & ROLL CALL

Mayor Hartley called the meeting to order at 7:01pm

Present

Mayor Barbara Hartley

Council Members

Marjorie Austin

Larry Chowning

Bill Goldsmith

Merri Hanson

Steve Hollberg

Bill Smith

Garth Wheeler-Town Administrator

Roy Kime-Zoning Administrator

Andrea Erard-Town Attorney-via Zoom

Michele Hutton-Town Treasurer

Martha Rodenburg-Town Clerk

Members of the public

All present said the Pledge of Allegiance

APPROVAL OF AGENDA

Councilmember Austin made a motion to accept the agenda as presented

Councilmember Goldsmith seconded

Austin, Chowning, Goldsmith, Hanson, Hollberg, Smith, and Hartley voted yes

Motion passed 7-0

PUBLIC HEARING-Issuance of Bonds

PRESENTATION

Roy Kime gave a presentation regarding the proposed issuance of a bond not to exceed \$1,056,000 to finance the construction of a new water well (Well #6) for the Town's water system. The construction of this new well has been mandated by the Commonwealth of Virginia.

PUBLIC COMMENT

There was no public comment

ACTION

Councilmember Hollberg made a motion to approve resolution authorizing the issuance, sale, and award of water revenue bonds as presented

Councilmember Goldsmith seconded

Austin, Chowning, Goldsmith, Hanson, Hollberg, Smith, and Hartley voted yes

Motion passed 7-0

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND AWARD OF
WATER REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT
NOT TO EXCEED \$1,056,000 AND PROVIDING FOR THE FORM,
DETAILS AND PAYMENT OF THE BONDS**

The Council of the Town of Urbanna (the "Council") has determined to make capital improvements to the water system of the Town and to issue revenue bonds, the proceeds of which, together with other available funds, are estimated to be sufficient to pay the cost of the improvements; and

The United States of America (the "Government") has offered to purchase the revenue bonds upon certain terms and conditions, and the Council, after mature consideration of the condition of the municipal bond market and other methods of selling its bonds, has determined to satisfy such terms and conditions and award the bonds to the Government.

On December 15, 2022, the Council held a public hearing on the proposed bond issue, in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF URBANNA:

ARTICLE I

Definitions

Section 1.1. Definitions. Whenever used in this resolution, unless a different meaning clearly appears from the context:

"Act" means the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended).

"Additional Bonds" means any bonds issued pursuant to Article VI and secured on parity with the Initial Bonds by a pledge of the Pledged Revenues.

"Authorized Officers" means the Mayor, Vice Mayor and Town Manager of the Town, any one of whom may act.

"Bonds" means the Initial Bonds and any Additional Bonds issued under this resolution.

"Closing Date" means the date on which the Initial Bonds are delivered to the Government.

"Consulting Engineer" means the engineering firm or individual engineer as may be employed by the Town as Consulting Engineer in accordance with Section 7.5 of this resolution.

"Council" means the Council of the Town.

(\$[amount])

and to pay, solely from such source, to the registered owner hereof interest on the unpaid principal from the date [hereof] [of each principal advance shown on the attached Certificate of Principal Advances] until payment of the entire principal sum at the rate of [rate]% per year. Interest only is payable on [date] and [date]. Installments of combined principal and interest of \$[amount] are payable beginning [date], and continuing on the same day of each month thereafter until the principal of this bond is paid in full. Any payment on this bond shall be applied first to interest accrued to such payment date and then to principal. If not sooner paid, the final installment shall be due and payable 40 years from the date of this bond. Such installments shall be payable in lawful money of the United States of America by check or draft mailed to the registered owner at its address as it appears on the registration books kept for that purpose at the office of the Town Manager who has been appointed Registrar, except that the final installment shall be payable upon presentation and surrender hereof at the office of the Registrar.

This bond has been issued pursuant to the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (the “Act”) and a resolution adopted by the Council of the Town (the “Council”) on December 15, 2022 (the “Bond Resolution”) under the Act. The purpose of this bond is to provide funds, together with other available funds, to finance costs of capital improvements to the Town’s water system, including a new water well. Reference is made to the Bond Resolution and any amendments to it for the provisions, among others, describing the pledge and covenants securing this bond, the nature and extent of the security, the terms and conditions upon which this bond is issued, the rights and obligations of the Town and the rights of the bondholder.

Capitalized terms used but not otherwise defined in this bond have the meanings given them in the Bond Resolution.

Both principal of and interest on this bond are payable solely from the Gross Revenues of the System, and nothing in this bond or in the Bond Resolution shall be deemed to create or constitute a general obligation of or a pledge of the faith and credit of the Commonwealth of Virginia or any county, city, town or other political subdivision of the Commonwealth, including the Town.

Pursuant to the Bond Resolution, the Town has pledged the Pledged Revenues to the payment of the principal of and interest on this bond. Additional bonds secured equally and ratably with this bond by a pledge of Pledged Revenues may be issued from time to time under the conditions, limitations and restrictions set forth in the Bond Resolution.

This bond is fully registered as to both principal and interest in the name of United States of America. Transfer of this bond may be registered upon the registration books of the Registrar. Prior to due presentment for registration of transfer the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner.

Installments of principal due on this bond may be prepaid at the option of the Town at any time as a whole or in part from time to time (but if in part, in inverse order of their maturities), without

Section 4.1. Revenue Covenants. It is covenanted and agreed with the holder of the Bonds that so long as any Bonds are outstanding the Town will:

(a) fix, charge and collect such rates, fees and other charges to users of or for the services furnished by the System and from time to time revise such rates, fees and charges so as to produce sufficient Gross Revenues in each fiscal year to equal an amount required to pay (i) the Operating Expenses which shall accrue or become payable during the then current fiscal year and (ii) the amounts required by Section 4.3 to be paid during the then current fiscal year into the Debt Service Fund and the Reserve Fund established in Section 4.3;

(b) apply the Gross Revenues as provided in Section 4.3; and

(c) segregate and keep segregated from all other Town funds all Gross Revenues and keep proper records and accounts therefor, separate and apart from all other Town records and accounts.

Section 4.2. Free Service: Enforcement of Charges.

(a) So long as any Bonds are outstanding the Town shall not permit connections to or use of the System or provide any services of the System without making a charge therefor.

(b) If any rates, fees or charges for the use of and for the services furnished by the System shall not be paid within 60 days after the same shall become due and payable, or within such shorter time as may be determined by the Town, at the expiration of such period the Town shall disconnect the premises from the System or otherwise suspend service to such premises until such delinquent rates, fees or charges and any interest, penalties or charges for reconnection shall have been paid in full; provided, however, that such services shall not be suspended if, in accordance with Section 15.2-2119 of the Code of Virginia of 1950, as amended, the health officers shall have found and shall certify to the Town that suspending such services will endanger the health of the persons occupying such premises or the health of others.

(c) The Town shall take all such action as may be necessary to perfect liens upon real estate for the amount of any unpaid rates, fees, or charges described in Section 4.2(b) above or any unpaid connection charges or other charges so that such liens will be binding upon subsequent bona fide purchasers for valuable consideration without actual notice thereof.

Section 4.3. Funds. The following special funds are established and shall be held by the Town for the following purposes:

Construction Fund: To the extent they are not applied to pay interim financing for the Project, the proceeds from the sale of the Initial Bonds shall be deposited in a special bank account designated the Construction Fund and shall be applied to the cost of the Project. The Town shall preserve at its office accurate records available at all times which show that payments from the Construction Fund or, if applicable, advances under the Initial Bonds were made solely to pay costs of the Project. Any balance remaining in the Construction Fund shall, at the option of the Town, be used to prepay installments of principal and interest on the Initial Bonds or shall be transferred to the Reserve Fund.

Service Fund, and the Reserve Fund, subject only to the right to make application thereof to other purposes as provided in this Resolution; and

(c) Such other properties and assets and interests in properties and assets as may hereafter be pledged to the payment of the Bonds pursuant to any supplemental resolution or which may be delivered, pledged, mortgaged, or assigned to the holders of the Bonds as security for the Bonds.

To the extent provided in Section 2.2-4902.1 of the Code of Virginia of 1950, as amended:

- a) The Pledged Revenues, whether presently held by the Town or in the future received by or otherwise credited to the Town, shall immediately be subject to the lien of such pledge without any physical delivery, control, filing or further act;
- b) The lien of such pledge shall have priority over any other obligations or liabilities of the Town, except as may be otherwise provided in this resolution; and
- c) The lien of each such pledge shall be valid, binding and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Town regardless of whether such persons have notice of such pledge.

Both principal of and interest on the Initial Bonds are payable solely from Gross Revenues of the System, and nothing in this resolution or in the Initial Bonds shall be deemed to create or constitute an indebtedness of or a pledge of the faith and credit of the Commonwealth of Virginia or any county, city, town or other political subdivision of the Commonwealth.

ARTICLE V

Security for Deposits and Investment of Funds

Section 5.1. Security for Deposits. All moneys on deposit with any bank or trust company shall be secured for the benefit of the Town and the holder of the Bonds in the manner required by the Virginia Security for Public Deposits Act (Chapter 44, Title 2.2, Code of Virginia of 1950, as amended) or any successor provision of laws.

Section 5.2. Investment of Funds. All moneys in the Construction Fund, Revenue Fund, the Operating Fund, the Debt Service Fund, and the Reserve Fund not immediately necessary for the purposes thereof may be invested by the Town in securities and deposits which are authorized by the laws of the Commonwealth of Virginia for public funds, all of which shall mature or be subject to redemption or withdrawal by the holder or depositor for the purposes of the funds. Any such investments shall be considered a part of such funds and the accounts therein and income therefrom and any profit or loss on the sale thereof shall be credited to or charged against such funds and accounts.

ARTICLE VI

Additional Bonds

(g) the written opinion or opinions of counsel for the Town stating that the issuance of the Additional Bonds has been duly authorized and that all conditions precedent to their delivery have been fulfilled.

ARTICLE VII

Particular Covenants

Section 7.1. Payment of Initial Bonds. The Town shall pay promptly, as provided in the Initial Bonds, the principal of and interest on the Initial Bonds, but such principal and interest shall be payable solely from Gross Revenues, and nothing in the Initial Bonds or in this resolution shall be deemed to create or constitute a general obligation of or a pledge of the faith and credit of the Commonwealth of Virginia or of any county, city, town or other political subdivision of the Commonwealth.

Section 7.2. Construction of Project. The Town shall obtain all approvals, permits and consents required by law as a condition precedent to the acquisition, construction, development and operation of all parts of the Project and shall complete the construction of the Project in a sound and economical manner and in conformity with all applicable requirements of the Government and all other governmental authorities and do all acts and things necessary and reasonable so that the Town may begin to collect revenues from the Project at the earliest practicable time.

Section 7.3. Operation and Maintenance. The Town shall operate the System in an efficient and economical manner, maintain the same in good condition and make all necessary repairs, replacements and renewals. All compensation, salaries, fees and wages paid by it in connection with the operation, maintenance and repair of the System shall be reasonable. The Town shall observe and perform all of the terms and conditions contained in the Act and comply with all applicable state and federal laws.

Section 7.4. Competition. The Town shall not operate or assent to the operation of any utility service in competition with the System.

Section 7.5. Consulting Engineer. At the Government's request, the Town shall employ as Consulting Engineer an engineering firm or individual engineer of recognized standing and experience in the field of civil engineering registered in the Commonwealth of Virginia, whose duties shall include supervision of the construction of the Project and advice as to proper operation, maintenance and repair of the System.

Section 7.6. Sale or Encumbrance. The Town shall not sell, transfer, lease or otherwise encumber the System or any portion thereof, nor permit others to do so, without the prior written consent of the Government.

Section 7.7. Title to Lands. All parts of the System shall be located on lands to which title in fee simple or over which valid perpetual easements, in either case sufficient for the purposes of the System, are owned by the Town.

Section 9.2. Authority of Officers and Agents. The officers and agents of the Town shall do all acts and things required of them by this resolution, the Bonds and the Act for the complete and punctual performance of all the terms, covenants and agreements contained therein.

Section 9.3. Limitation of Rights. Nothing expressed or mentioned in or to be implied from this resolution or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto and the holders of the Bonds any legal or equitable right, remedy or claim under or in respect to this resolution or any covenants, conditions and agreements herein contained; this resolution and all of the covenants, conditions and agreements hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the holders of the Bonds as herein provided.

Section 9.4. Limitation of Liability of Officials of Town. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member, officer, employee or agent of the Town in his individual capacity, and neither the members of the Council nor any officer of the Town executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No member, officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him pursuant to this resolution or the Act, provided he acts in good faith.

Section 9.5. Conditions Precedent. Upon the issuance of any Bond all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this resolution to happen, exist and to be performed precedent to or in the issuance of such Bond shall have happened, exist and have been performed.

Section 9.6. Repealer. All resolutions, or parts thereof, in conflict herewith are hereby repealed except such resolutions as may have been adopted by the Council at the specific request of the Government as a condition to its purchase of the Initial Bonds.

Section 9.7. Severability. If any court of competent jurisdiction shall hold any provision of this resolution to be invalid or unenforceable, such holding shall not invalidate any other provision of this resolution.

Section 9.8. Successors and Assigns. All the covenants, stipulations, promises and agreements of the Town in this resolution shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 9.9. Headings. Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

Section 9.10. Filing of Resolution. The Clerk of the Town is directed to file a certified copy of this resolution with the Circuit Court of Middlesex County, Virginia, pursuant to Section 15.2-2607.

Section 9.10. Bond Anticipation Note. In anticipation of the issuance of the Initial Bonds and of the receipt of the proceeds from their sale, the Town may borrow money and issue its notes for

* * *

The Town Clerk of the Town of Urbanna, Virginia, certifies that:

- (a) the foregoing is a true, complete and correct copy of a resolution adopted by the Council of the Town at a meeting of the Council held on December 15, 2022;
- (b) the meeting was a duly called, noticed and held regular meeting;
- (c) during the consideration of the foregoing resolution, a quorum was present; and
- (d) the name of each member of Council voting on the adoption of the foregoing resolution and his or her vote were recorded at the meeting as follows:

<u>Members</u>	<u>Attendance</u>	<u>Vote</u>
Barbara Hartley, Mayor	Present	Aye
Marjorie Austin	Present	Aye
Larry Chowning	Present	Aye
William Goldsmith	Present	Aye
Merri Hanson	Present	Aye
Steven Hollberg	Present	Aye
William Smith	Present	Aye

WITNESS MY HAND this 15th day of December, 2022.



Martha Rodenburg, Town Clerk

APPROVAL OF MINUTES

Councilmember Austin made a motion to approve the October 2, 2022 minutes as presented

Councilmember Hanson seconded

Austin, Chowning, Hanson, Hollberg, Goldsmith, Smith, and Hartley voted yes

Motion passed 7-0

REPORTS

Town Administrators Report

Garth Wheeler reported the following:

- **Boundary Line Adjustment**
 - Updated plat and metes & bounds survey have been sent to Middlesex Board of Supervisors and administration
 - Mr. Wheeler has met with Supervisor Jessie and spoken with Supervisor Harris
 - Plan to make a presentation at the January 5, 2023 meeting
- **Polar Express**
 - Urbanna Business Association (UBA) holding event Friday 12/16 and Saturday 12/17, with three rides per night
 - Trolley will be used as the “train” with stops at Portside Grill, Low Tide, and Chesapeake Inn
 - Thanks to UBA and Town businesses for their efforts
- **Christmas Parade**
 - Held December 2nd
 - 70 units participated
 - Bill Hight was Grand Marshal
 - Fire department prepared and sold food

Treasurer's Report

Michele Hutton presented the November 2022 Treasurer's Report



Treasurer's Report

The Balances Below, Reflect Bank Statements as of Month's End.

Account Balance thru 12/30/2022	Prior Year 12/30/21	Prior Month 11/30/22	Statement Date 12/30/22
Primis Bank General Operating Bank Account	835,159.96	750,713.55	883,066.45
Renter Water Deposits	14,401.66	16,551.66	17,776.66
Net Operating General Bank Account	820,530.42	733,717.58	864,119.96
TRUIST Historic Trust	21,796.47	30,646.43	31,201.57
TRUIST Pool Replacement Account	36,762.79	94,768.04	594,770.35
Primis Bank Water Fund Reserve	113,910.53	114,396.58	114,471.80
Primis Bank General Fund Reserve	94,703.89	94,963.55	95,002.58
Primis Bank Cares Local Recovery	237,641.77	475,383.52	475,403.06
Primis Bank DMV	n/a	3,046.04	4,273.35
Primis Bank USDA Well Replacement-new 10/14/22	n/a	2,500.99	2,501.61
Taber Trust – Account Value		1,205,718.35	841,834.25
Taxes listed below are collected for prior month	12/30/21	11/31/22	12/30/22
Meals Tax collected in December	9,318.41	9,883.46	14,659.22
Lodging Tax collected in December	1,215.60	3,711.39	2,527.39
Cigarette Tax collected in December	491.57	1,485.88	554.88

DECEMBER EXPENDITURES:

- Business as usual

10--12/15/2022 Draft Minutes

REVENUE as of 12/30/2022

12/20/22 Deposited \$500,000 to Truist, Pool Reserve from Taber Fund

Notes: 5 outstanding Oyster Fest Meals tax. Total collected which includes late payers from prior year \$14,340.02

Total Real Estate collected to date: \$247,174.06

Total Personal Property collected to date: \$12,178.67

January 4, 2023
12:07 PM

Lodging Tax

Town of Urbanna
2023 Revenue Summary by Month

Range of Accounts: 100-12100-0001 to 100-12100-0001 Start Month: July Start Year: 2022
Type: Revenue Activity Includes Accounts with Zero Activity: N Year To Date As Of: 12/30/22
Subtotal CAFR: No

Account No	Description	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Total	Jul							
100-12100-0001	Lodging Tax							
22343.49	3422.19	3213.42	7522.80	1946.30	3711.39	2527.39	0.00	0.00
Fund Total								
22343.49	3422.19	3213.42	7522.80	1946.30	3711.39	2527.39	0.00	0.00
Grand Total	Count: 1							
22343.49	3422.19	3213.42	7522.80	1946.30	3711.39	2527.39	0.00	0.00

January 4, 2023
12:14 PM

Meals Tax

Town of Urbanna
2023 Revenue Summary by Month

Range of Accounts: 100-12110-0001 to 100-12110-0001 Start Month: July Start Year: 2022
Type: Revenue Activity Includes Accounts with Zero Activity: N Year To Date As Of: 12/30/22
Subtotal CAFR: No

Account No	Description	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Total	Jul							
100-12110-0001	Meals Tax - Local							
77534.74	14635.00	14992.16	13319.79	10045.11	9883.46	14659.22	0.00	0.00
Fund Total								
77534.74	14635.00	14992.16	13319.79	10045.11	9883.46	14659.22	0.00	0.00
Grand Total	Count: 1							
77534.74	14635.00	14992.16	13319.79	10045.11	9883.46	14659.22	0.00	0.00

Water Sales

January 4, 2023
12:16 PM

Town of Urbanna
2023 Revenue Summary by Month

Range of Accounts: 500-17010-0001	to 500-17010-0001	Start Month: July	Start Year: 2022
Type: Revenue Activity	Includes Accounts with Zero Activity: N	Year To Date As Of: 12/30/22	
Subtotal CAFR: No			

Account No	Description							
Total	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
500-17010-0001	Water Sales Charges							
177919.66	2878.78	65830.56	17448.96	37734.22	16187.37	37839.77	0.00	0.00
Fund Total								
177919.66	2878.78	65830.56	17448.96	37734.22	16187.37	37839.77	0.00	0.00
Grand Total	Count: 1							
177919.66	2878.78	65830.56	17448.96	37734.22	16187.37	37839.77	0.00	0.00

Happy New Year!

Finance Committee

Councilmember Goldsmith reported there had not yet been a December meeting, but one would be scheduled by the end of the year.

Pool Committee

Garth Wheeler presented the proposed site plan for the new pool and accessory structures by Bay Design. Discussion took place regarding the plan and with members of Urbanna Beautification (UBI) speaking out against the placement of the proposed Bristow Pavilion.

Mr. Wheeler added the plans could be modified to relocate the pavilion, but the most urgent need was to determine the location of the pool in order to get design and construction contracts in place.

Councilmember Austin made a motion to move forward with building the pool as recommended by the Pool Committee and designed by Bay Design plans dated December 5, 2022

Councilmember Hollberg seconded

Austin, Chowning, Goldsmith, Hanson, Hollberg, Smith, and Hartley voted yes

Motion passed 7-0

Planning Commission

Councilmember Hanson reported the following:

- Commission met on 12/12 at 7:00 PM to thank members for their considerable volunteer efforts on behalf of the citizens and Town of Urbanna.
- Wanda Hollberg was thanked for her years of service on the planning commission and in continuing to work on the Urbanna Main Street Task Force.
- A final report of the commission's efforts and accomplishments over the last 2 years will be presented to Council at the beginning of 2023.

Water Committee

Councilmember Smith reported on the following:

- A priority list has been created to assist the next Water Committee with the continuation of projects
- Water system upgrade project
- Call with Kimley-Horn on January 5, 2023 to review advertisement for bids for well #6

Councilmember Goldsmith thanked the outgoing Councilmember Smith for his work over the years.

PUBLIC COMMENT & PUBLIC COMMENT RESPONSE

Billy Mayo-spoke to Council regarding a hole that remains after the new boat ramp was installed. Staff responded they will follow through.

OLD BUSINESS

There was no old business.

NEW BUSINESS

Floating pier purchase

Garth Wheeler informed Council we have an opportunity to purchase a floating dock from Christ Church School. If purchased, the floating dock would be connected to the dinghy dock at the Town marina.

Councilmember Hollberg made a motion to approve the purchase of the floating dock from Christ Church for \$3,000 and have it installed.

Councilmember Austin seconded

Austin, Chowning, Goldsmith, Hanson, Hollberg, Smith, and Hartley voted yes

Motion passed 7-0

ADJOURN

Councilmember Austin made a motion to adjourn

Councilmember Smith seconded

Austin, Chowning, Goldsmith, Hanson, Hollberg, Smith, and Hartley voted yes

Motion passed 7-0

Meeting adjourned at 8:06pm

Submitted by:

Martha J. Rodenburg

Town Clerk

Approved by Town Council xx/xx/xxxx

**Town of Urbanna
Town Council
Work Session
Council Chambers-390 Virginia St. Suite B
January 12, 2023**

CALL TO ORDER & ROLL CALL

Former Mayor Barbara Hartley did a ceremonial “passing of the gavel” to Mayor Bill Goldsmith, wishing him the best of luck.

Mayor Goldsmith called the meeting to order at 7:00pm

Mayor Goldsmith presented former Members of Council Steve Hollberg and Bill Smith, and Ms. Hartley with Distinguished Service awards and thanked them for their service to the Town of Urbanna.

Present

Members of Council

Mayor Bill Goldsmith

Council Members

Marjorie Austin

Larry Chowning

Alana Courtney

Merri Hanson

Beth Justice

Sandy Sturgill

Garth Wheeler-Town Administrator

Roy Kime-Zoning Administrator

Martha Rodenburg-Town Clerk

Michele Hutton-Town Treasurer

Andrea Erard-Town Attorney via Zoom

Members of the public

All present said the Pledge of Allegiance

APPROVAL OF AGENDA

Councilmember Austin moved to approve the agenda as amended

Councilmember Courtney seconded

Austin, Chowning, Courtney, Hanson, Justice, Sturgill and Goldsmith voted yes

Motion passed 7-0

PUBLIC COMMENT & PUBLIC COMMENT RESPONSE

Jim Hayes-spoke to ask Council to consider the aesthetics of the pool buildings when planning

Mayor Goldsmith responded the Pool Committee was keeping this in consideration and feels the final design will be acceptable.

Mayor Goldsmith continued to update Council on the design process, noting that views from the surrounding streets were being considered

Garth Wheeler added more to include the design would match that of the proposed Bristow Pavilion

MATTERS OF TOWN COUNCIL

Boundary Line Adjustment update

Garth Wheeler gave a comprehensive update on the progress of the Boundary Line Adjustment with Middlesex County. On July 12, 2022 a presentation was made before the Middlesex Board of Supervisors by Mr. Wheeler. The Board of Supervisors voted to assign County Administrator, Matt Walker and County Attorney, Heather Lewis to discuss the Board's concerns and formulate a plan to move forward.

Due to the concerns of several members of the Board of Supervisors, two plats along Red Hill Drive have been removed from the proposal. The remaining lots along Red Hill will be the site of the mandated well #6 for the Town of Urbanna, and must be within Town limits to be eligible for government funding.

After a follow-up meeting with Matt Walker, Heather Lewis, Andrea Erard, and Garth Wheeler the following "next-steps" have been determined:

- *Presentation before Middlesex County Board of Supervisors for their approval to move forward*
- *Public hearing for the Town of Urbanna*
- *Public hearing for Middlesex County*
- *Vote from Urbanna Town Council and Middlesex County Board of Supervisors to approve*
- *Petition Circuit Court for approval*

Updated information has been sent to the Middlesex Board of Supervisors, Matt Walker (Middlesex County Administrator) and Heather Lewis (Middlesex County Attorney). Mr. Wheeler has spoken or met with most of the Supervisors and Mr. Walker.

On February 7th, another presentation will be made to the Middlesex County Board of Supervisors.

ACTION ITEMS

Mayor Goldsmith gave an overview of the following action items:

Urbanna Town Council 2023 Work Session/Meeting Calendar

Councilmember Austin moved to approve the proposed 2023 Urbanna Town Council Work Session and Monthly Meeting calendar as presented.

Councilmember Hanson seconded

Austin, Chowning, Courtney, Hanson, Justice, Sturgill and Goldsmith voted yes

Motion passed 7-0

Urbanna Town Council Meeting Schedule 2023

	Work Session	Monthly Meeting	Comment
January	12	26	
February	9	23	
March	9	23	
April	13	27	
May	11	25	<i>Budget public hearing and approval meeting May/June</i>
June	8	22	<i>Budget public hearing and approval meeting May/June</i>
July	13	27	
August	10	24	
September	14	28	
October	12	26	
November	xx	16	24 th is Thanksgiving. Recommend only having 1 meeting in November. Thursday, November 16 th , 3 rd Thursday
December	xx	14	Recommend only 1 meeting in December due to the holidays.

Commission and Committee assignments

Councilmember Courtney commented that it was against State Code for Members of Council to be on the BZA (Board of Zoning Appeals), with Andrea Erard confirming this.

Mayor Goldsmith announced applications for citizens to apply to be on Town boards and commissions were available and encouraged those interested to apply.

Councilmember Hanson asked if the Economic Development & Advertising Committee was a new committee. Mayor Goldsmith responded it was not, it was an Ad Hoc committee that may be disbanded in the future and pulled into the Planning Commission. Councilmember Austin, a member of the committee responded it was under the committee that she brought forth Second Saturdays and DMV Select. Further discussion took place regarding both the Planning Commission and the Economic Development & Advertising Committee.

Councilmember Austin moved to approve the proposed 2023 Town of Urbanna Commission & Committee assignments.

Councilmember Sturgill seconded

Austin, Chowning, Courtney, Hanson, Justice, Sturgill and Goldsmith voted yes

Motion passed 7-0

**Town of Urbanna
2023 Committee/Board Appointments**

Planning Commission	
Name	Term Expires
Roy Kime (Staff)	NA
Marjorie Austin (Council Member)	24
Merri Hanson (Council Member)	26
Donald Drayer	24
William (Henry) Dunton	23
Penelope (Gari) Lister	24
Carol Williams	23
Historic Architecture Review Board	
Name	Term Expires
Roy Kime (Staff)	NA
Amy Denney	25
Barbara Hartley	25
Meriwhether (Tammie) Putney	24
Peni Roberts	24
Patricia Wheeler	23
Board of Zoning Appeals	
Name	Term Expires
Roy Kime (Staff)	NA
Marjorie Austin (Council Member)	24
Alana Courtney (Council Member)	24
JD Magness	24
Martha Lowe	23
Finance Committee	
Name	
Bill Goldsmith, Chairman (Mayor)	
Larry Chowning (Council Member)	
Sandy Sturgill (Council Member)	
Garth Wheeler (Staff)	
Roy Kime (Staff)	
Personnel Committee	
Name	
Bill Goldsmith (Mayor)	
Merri Hanson (Council Member)	
Larry Chowning (Council Member)	
Garth Wheeler (Staff)	
Water Committee	
Name	
Bill Goldsmith (Mayor)	
Alana Courtney (Council Member)	
Beth Justice (Council Member)	
Roy Kime (Staff)	

Water Committee (cont.)
Rod McMordie* (on a leave of absence until well #3 contract has been bid and signed)
David Overman
Pool Committee
Name
Bill Goldsmith (Mayor)
Sandy Sturgill (Council Member)
Garth Wheeler (Staff)
Kristi Anzivino
Marnie Harte
Barbara Hartley
Sue Warner
Urbanna Creek Committee (Ad Hoc)
Name
Garth Wheeler (Staff)
Bill Goldsmith (Mayor)
Mike Jolly
Latane Montague
Sarah Jane Wyatt
Penelope (Gari) Lister
Town Marina Committee (Ad hoc)
Name
Joyce Eanes (Staff)
Alana Courtney (Council Member)
Dan Snead
Bruce Murray
Economic Development & Advertising Committee (Ad hoc)
Name
Marjorie Austin (Council Member)
Alana Courtney (Council Member)
Sandy Sturgill (Council Member)
Barbara Hartley
Sarah Kimble
Middle Peninsula Planning (MPPOC)
Name
Garth Wheeler (Town Administrator)
Bill Goldsmith (Mayor)
Middle Peninsula Chesapeake Bay Public Access Authority (PAA)
Name
Garth Wheeler-Primary
Larry Chowning-Alternate

Mayor Pro Tempore

Mayor Goldsmith spoke of the need for a Mayor Pro Tempore and, as the longest serving member of Council, recommended Councilmember Chowning.

Councilmember Austin made a motion for Larry Chowning to be elected to serve as Mayor Pro Tempore in accordance with Town Charter guidelines.

Councilmember Hanson seconded

Austin, Courtney, Hanson, Justice, Sturgill and Goldsmith voted yes

Chowning abstained

Motion passed 6-0-1

Minutes

Councilmember Austin moved to approve the minutes for November 17, 2022 as presented.

Councilmember Hanson seconded

Austin, Chowning, Courtney, Hanson, Justice, Sturgill and Goldsmith voted yes

Motion passed 7-0

Garth Wheeler spoke to thank the previous Council for their work and dedication, he also extended an invitation to the new Council to come to or contact Town Hall at any time to speak with staff.

ADJOURN

Councilmember Austin made a motion to adjourn

Councilmember Sturgill seconded

Austin, Chowning, Courtney, Hanson, Justice, Sturgill and Goldsmith voted yes

Motion passed 7-0

Meeting adjourned at 7:29pm

Submitted by:

Martha J. Rodenburg

Town Clerk

Approved by Town Council xx/xx/xxxx

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**Agenda Item Summary
January 26, 2023**

Agenda Item: 8-Reports

Fiscal Impact: NA

Staff Recommendation: NA

Council Action Requested: No

The following reports are scheduled

Town Administrator-Garth Wheeler

Treasurer's Report-Michele Hutton

December 2022 report attached

Finance Committee-Bill Goldsmith

Pool Committee-Barbara Hartley

Planning Commission-Merri Hanson

Water Committee-Beth Justice

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Treasurer's Report

The Balances Below, Reflect Bank Statements as of Month's End.

Account Balance thru 12/30/2022	Prior Year 12/30/21	Prior Month 11/30/22	Statement Date 12/30/22
Primis Bank General Operating Bank Account	835,159.96	750,713.55	883,066.45
Renter Water Deposits	14,401.66	16,551.66	17,776.66
Net Operating General Bank Account	820,530.42	733,717.58	864,119.96
TRUIST Historic Trust	21,796.47	30,646.43	31,201.57
TRUIST Pool Replacement Account	36,762.79	94,768.04	594,770.35
Primis Bank Water Fund Reserve	113,910.53	114,396.58	114,471.80
Primis Bank General Fund Reserve	94,703.89	94,963.55	95,002.58
Primis Bank Cares Local Recovery	237,641.77	475,383.52	475,403.06
Primis Bank DMV	n/a	3,046.04	4,273.35
Primis Bank USDA Well Replacement-new 10/14/22	n/a	2,500.99	2,501.61
Taber Trust – Account Value		1,205.718.35	841,834.25
Taxes listed below are collected for prior month	12/30/21	11/31/22	12/30/22
Meals Tax collected in December	9,318.41	9,883.46	14,659.22
Lodging Tax collected in December	1,215.60	3,711.39	2,527.39
Cigarette Tax collected in December	491.57	1,485.88	554.88

DECEMBER EXPENDITURES:

- Business as usual

REVENUE as of 12/30/2022

12/20/22 Deposited \$500,000 to Truist, Pool Reserve from Taber Fund

Notes: 5 outstanding Oyster Fest Meals tax. Total collected which includes late payers from prior year \$14,340.02

Total Real Estate collected to date: \$247,174.06

Total Personal Property collected to date: \$12,178.67

January 4, 2023
12:07 PM

Lodging Tax

Town of Urbanna
2023 Revenue Summary by Month

Range of Accounts: 100-12100-0001 to 100-12100-0001 Start Month: July Start Year: 2022
Type: Revenue Activity Includes Accounts with Zero Activity: N Year To Date As Of: 12/30/22
Subtotal CAFR: No

Account No	Description	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Total	Jul							
100-12100-0001	Lodging Tax							
22343.49	3422.19	3213.42	7522.80	1946.30	3711.39	2527.39	0.00	0.00
Fund Total								
22343.49	3422.19	3213.42	7522.80	1946.30	3711.39	2527.39	0.00	0.00
Grand Total	Count: 1							
22343.49	3422.19	3213.42	7522.80	1946.30	3711.39	2527.39	0.00	0.00

Meals Tax

January 4, 2023
12:14 PM

Town of Urbanna
2023 Revenue Summary by Month

Range of Accounts: 100-12110-0001 to 100-12110-0001 Start Month: July Start Year: 2022
Type: Revenue Activity Includes Accounts with Zero Activity: N Year To Date As Of: 12/30/22
Subtotal CAFR: No

Account No	Description	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Total	Jul							
100-12110-0001	Meals Tax - Local							
77534.74	14635.00	14992.16	13319.79	10045.11	9883.46	14659.22	0.00	0.00
Fund Total								
77534.74	14635.00	14992.16	13319.79	10045.11	9883.46	14659.22	0.00	0.00
Grand Total	Count: 1							
77534.74	14635.00	14992.16	13319.79	10045.11	9883.46	14659.22	0.00	0.00

Water Sales

January 4, 2023
12:16 PM

Town of Urbanna
2023 Revenue Summary by Month

Range of Accounts: 500-17010-0001	to 500-17010-0001	Start Month: July	Start Year: 2022
Type: Revenue Activity	Includes Accounts with Zero Activity: N	Year To Date As Of: 12/30/22	
Subtotal CAFR: No			

Account No	Description								
Total	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
500-17010-0001	Water Sales Charges								
177919.66	2878.78	65830.56	17448.96	37734.22	16187.37	37839.77	0.00	0.00	
Fund Total									
177919.66	2878.78	65830.56	17448.96	37734.22	16187.37	37839.77	0.00	0.00	
Grand Total	Count: 1								
177919.66	2878.78	65830.56	17448.96	37734.22	16187.37	37839.77	0.00	0.00	

Happy New Year!

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Agenda Item Summary January 26, 2023

Agenda Item: 10a-Fireworks contract

Background: The Town of Urbanna holds an annual Independence Day celebration annually during the weekend of July 4th or in close proximity. This year July 4th is on a Tuesday. Checking with American Fireworks, the company typically used for our Fireworks display has sent a contract. They are not available July 1st – July 4th. Based upon the email response from Council members, the chosen date is June 30th. The celebration will include music by DJ, Boat parade, food provided the Urbanna Fire Department and fireworks display.

Fiscal Impact: \$13,000

Staff Recommendation: Approve

Council Action Requested: Yes

Sample Motion(s): Motion is made to approve the contract with American Fireworks for \$13,000.00 and the Town to hold this annual event.

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Display Date(s):

June 30, 2023

CONTRACT

Show No.

S-409

THIS CONTRACT, prepared on the 11 day of January, 2023, 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 display is being performed in or any municipality that requests additional insured status. All entities/individuals who appear on the certificate of insurance shall be deemed an additional insured per this contract, 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: JUNE 30, 2023

POSTPONEMENT DATE: ON A DATE TO BE DETERMINED WITHIN 2023, EXCLUDING JULY 1 THRU 4

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

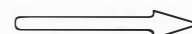
THIRTEEN THOUSAND DOLLARS (\$13,000.00)

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 FIVE HUNDRED DOLLARS (\$6,500.00)**, by **March 1, 2023**. Upon receipt of invoice after the fireworks display(s), CLIENT shall pay the balance of said display(s) on or before due date, by check made payable to **AMERICAN FIREWORKS COMPANY** and mailed to **P.O. Box 1447, Hudson, Ohio 44236**.

The CLIENT shall be responsible for providing all security necessary 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 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: _____

The CLIENT acknowledges that the fireworks display herein contracted by and for the CLIENT is created specifically for said CLIENT and produced, designed and assembled by DISPLAY COMPANY at the request of CLIENT. Therefore, it is understood and agreed that:

1. Only the DISPLAY COMPANY's lead on-site pyrotechnician and the local Authority Having Jurisdiction (AHJ) shall make the final determination on the day of display if the conditions are conducive for a safe and proper fireworks display. Said decision cannot and will not be made sooner than THREE (3) hours prior to permitted display time.
 - A. If the display is postponed to the next calendar day from the contracted date, there will be a TEN PERCENT (10%) remobilization fee. The CLIENT shall be responsible for overnight security of equipment and/or product until the DISPLAY COMPANY's crew arrives back on site.
 - B. If the display is postponed for any other date, beyond the next calendar day from the contracted date, but still within the contracted year, there will be a TWENTY FIVE PERCENT (25%) remobilization fee.
 - C. If the display is canceled on the contracted date due to adverse conditions for a safe and proper fireworks display, and does not specify a postponement date, the CLIENT will be responsible for FIFTY PERCENT (50%) of the contracted price.
2. The CLIENT may only terminate this contract if the event has been officially canceled and they provide at least ONE HUNDRED TWENTY (120) days written notice of cancellation prior to the contracted display date. In the event that the CLIENT provides DISPLAY COMPANY with written notice of cancellation of the event 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 is less than ONE HUNDRED TWENTY DAYS (120) days prior to the event, the CLIENT shall pay to the DISPLAY COMPANY the entire agreed price.
3. In the event of a pandemic, the CLIENT may provide written notice to cancel the display FOURTEEN (14) days prior to contracted display, with no penalties, upon written verification from the State or Local Health Department that it has ordered the event to be terminated due to a pandemic restriction. The deposit that was received on this contract will be held by DISPLAY COMPANY and will be 100% credited to a future date.

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.

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.

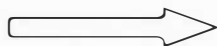
I understand that if I do not pay the entire balance due in full, and my account is forwarded for further collection efforts, I will be responsible for any and all reasonable collection fees, legal fees, filing fees, service costs and disbursements incurred as a result of the collection efforts.

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

TOWN OF URBANNA, VIRGINIA
CLIENT

ROBERTO SORGI, President



SIGNATURE OF REPRESENTATIVE/AGENT



PRINTED NAME DATE

Town of Urbanna, Virginia
P.O. Box 179
Urbanna, Virginia 23175

Attn: Garth Wheeler

Urbanna Fireworks Display
Middlesex County, Virginia

Show No:	S-409
Invoice No:	18514
Display Date:	June 30, 2023
Invoice Date:	January 11, 2023
Due Date:	March 1, 2023

TERMS: PAYMENT DUE UPON RECEIPT OF INVOICE, INTEREST RATE THEREAFTER IS 1.5% PER MONTH; TOTAL ANNUAL RATE OF INTEREST IS 18%

AMOUNT OF DISPLAY:	\$13,000.00
--------------------	-------------

DEPOSIT REQUIRED (50%):	\$6,500.00
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"Thank you for your business"

Michigan • Ohio • Virginia • West Virginia
Headquarters – 7041 Darrow Road • P.O. Box 1447 • Hudson, Ohio 44236

Phone 330-650-1776 • Fax 330-653-9030
www.americanfireworks.com

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Agenda Item Summary January 26, 2023

Agenda Item: 10b-Old Town Hall-structural engineer

Background: Town Council recently voted to place the “old Town Hall” building on 45 Cross Street on the market for sale. An appraisal was completed and the property was listed by Price Properties. We received a contract proposal on the property and because of an article placed in Southside Sentinel containing negative comments regarding the structural stability of the building, the contract was withdrawn. In order to clarify any question regarding the structural stability of the building, it is suggested that we hire a Structural Engineer to provide an official analysis of the building’s foundation.

Fiscal Impact:

Staff Recommendation: Yes

Council Action Requested: Allow the Town Administrator to get cost estimate on bringing in a Structural Engineer.

Sample Motion(s): Motion is made to approve the hiring of a structural engineer to provide an analysis of the soundness of the property at 45 Cross Street.

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Agenda Item Summary January 26, 2023

Agenda Item: 10c-Pool Fundraising-Friends of Urbanna

Background: Town Council has approved the building of a new pool in Taber Park. Part of the financial efforts to pay for the pool include fundraising from private sources. In an effort to allow these contributions for the pool be tax deductible and to have an account Friends of Urbanna (FOU), a non-profit 501c3 organization has agreed to allow us to use their non-profit status. An MOU has been drafted and attached to this Summary Report.

Fiscal Impact:

Staff Recommendation: Yes

Council Action Requested: Approve the MOU between the Town of Urbanna and Friends of Urbanna.

Sample Motion(s): Motion is made to approve the Memorandum of Understanding (MOU) between the Town of Urbanna and the Friends of Urbanna and allow FOU to receive donations to advance the Urbanna Pool Project.

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Agreement

Between

The Town of Urbanna

And

Friends of Urbanna

This Agreement ("Agreement") is made this ____ day of January, 2023 by and between the Town of Urbanna (the "Town") and the Friends of Urbanna (FOU) together known as "the Parties."

WITNESSETH:

WHEREAS, the FOU and the Town agree that cooperation in the building, landscaping and other enhancement of Taber Park, including the building of a community pool and associated facilities, is mutually beneficial to the parties (the "Pool Project");

WHEREAS, the Town has empowered the Pool Committee to design, build and raise funds for the Pool Project;

WHEREAS, the FOU, through its 501(3)(c) status may receive donations to advance the Urbanna Pool Project;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- The FOU will receive and hold separately from its other funds, donations received in support of the Urbanna Pool Project (the "Funds").
- Sole control of the Funds shall be granted to the Pool Committee, and the FOU at no time shall prevent the Town from using and distributing the Funds at its sole discretion.
- The FOU will provide the Town with an accounting of the Funds as required by the Pool Committee.
- The FOU will be responsible for providing all required documentation to donors to the Pool Project as required by law and consistent with its 501(3)(c) status.

The Town of Urbanna

Friends of Urbanna

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Agenda Item Summary January 26, 2023

Agenda Item: 10d-AH Environmental contracts

Background: Per our Professional Engineer Service agreement with AH Environmental, the committee asked for and received estimates for initial (30%) drawing specifications (AHE-005) and the cost to apply to VDH for drawing re-imbursement (AHE-006).

Fiscal Impact: AHE-005: \$38,221 AHE-006: \$4,456 All funds are from water fund.

Staff Recommendation: Approve

Council Action Requested: Yes

Sample Motion(s):

Motion to approve contracts with AH Environmental AHE-005 and AHE-006 as presented.

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January 18, 2023

Mr. Bill Smith
390 Virginia Street, Suite B
Urbanna, VA 23175

via email

RE: Urbanna VA Water System Infrastructure Upgrades
Preliminary Design Proposal
Work Assignment # AHE-005

Dear Mr. Smith:

In accordance with your request, attached is a proposed scope and fee for development of preliminary design for the above referenced project. As requested, separate preliminary design packages and specifications will be prepared for each of the five phases. Our proposed scope of services is as follows:

SCOPE OF SERVICES

- Expand on the final technical memorandum (Dated January 7, 2022) to develop preliminary design for each of the five (5) phases listed below:
 - Phase 1 – Virginia Street/ Oyster Road Improvements
 - Phase 2 – Cross Street/ Watling Street Improvements
 - Phase 3 – Rappahannock Avenue Improvements
 - Phase 4 – Cross Street/ Taylor Avenue Improvements
 - Phase 5 – Linden Avenue/ Manor Road and Miscellaneous Hydrant Upgrades
- Preliminary design plans and specifications will include:
 - Cover sheet
 - Overall location sheet
 - Proposed piping for each phase
 - Using existing mapping from the Town's Geographic Information System (GIS).
 - Plan sheets will include a space for profiles, but profiles will not be provided at this time.
 - Environmental, Sediment and Control (E&SC) general notes sheet and details
 - Standard detail sheets with notes (i.e., Fire Hydrant Assemblies, Typical Pipe Bedding, etc.)
- Items not included in this proposal
 - Utility and Topographical Surveying
 - Geotechnical Borings

As the Town prioritizes the projects based on available funds and more detailed design(s) can be developed.

SCHEDULE

The proposed schedule is as follows:

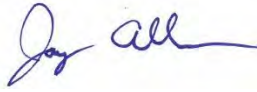
DELIVERABLE	SCHEDULE
Preliminary Design Draft	Within 30 days of notice to proceed
Preliminary Design Final	Within 14 days following receipt of comments.

COMPENSATION

Our proposed level of effort and associated fee for the above referenced services outlined in attachment A and is prepared in accordance with the Professional Engineering Service Agreement (January 12, 2021).

Please do not hesitate to contact me with any questions or comments on the above scope of services. We appreciate the opportunity to assist the Town of Urbanna on this project.

Sincerely,



Jay Allen, PE
Senior Associate

Attachment: Fee Proposal

ATTACHMENT A: Level of Effort and Fee

Urbanna VA Water System Infrastructure Upgrades Preliminary Design (Work Assignment # AHE-005) 18-Jan-23						
	Princ	PM	Mid Engineer	CADD Tech.	Totals	Budget (\$)
Hourly Rates	\$193.00	\$171.00	\$121.00	\$79.00		
Task						
Phase 1 - Virgina Street/Oyster Road	2	6	26	32	66	\$7,086
Phase 2 - Cross Street/Watling Street	1	6	24	32	63	\$6,651
Phase 3 - Rappahannock Avenue	2	8	32	40	82	\$8,786
Phase 4 - Cross Street/Taylor Ave	2	8	38	44	92	\$9,828
Phase 5 - Linden Ave/Manor Road	1	4	22	28	55	\$5,751
Hour Subtotal:	8	32	142	176	358	
Labor Budget Subtotal	\$1,544.00	\$5,472.00	\$17,182.00	\$13,904.00		\$38,102
Other Direct Costs and Sub-Consultants						
	Unit	Price/Unit	Quantity	ODC Total		
Mileage	EA	\$0.65	160	\$104		
Air Travel	EA	\$500		\$0		
Per Diem	EA	\$225		\$0		
Prints	\$/page	\$0.25	60	\$15		
Miscellaneous	LS	\$0		\$0		
Total ODCs:				\$119	Total Base Scope of Services Fee:	\$38,221

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January 18, 2023

Mr. Bill Smith
390 Virginia Street, Suite B
Urbanna, VA 23175

via email

RE: Urbanna VA Water System Infrastructure Upgrades
VDH Planning Fund Application Assistance
Work Assignment # AHE-006

Dear Mr. Smith:

In accordance with your request, attached is a proposed scope and fee for preparing a Virginia Department of Health (VDH) Funding Planning Fund Application Assistance for work associated with the Water Systems Upgrade Project. Our proposed scope of services is as follows:

SCOPE OF SERVICES

- Review the VDH Planning Fund Application and identify additional information needed. A preliminary review of the application indicates that most of the information required is contained in the Drinking Water Revolving Loan Fund application prepared under a separate task order.
- Attend a meeting (via Microsoft Teams) with the Town of Urbanna to discuss requirements and any additional information needed.
- Prepare a DRAFT VDH Planning Fund Application with the required attachments.
- Prepare a FINAL VDH Planning Fund Application following receipt of comments from the Town of Urbanna.
- Submit the application to VDH.
- Revise the application package based on VDH comments.

SCHEDULE

The proposed schedule is as follows:

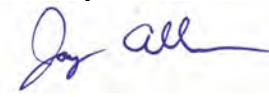
DELIVERABLE	SCHEDULE
Draft Application Package	Within 14 days of notice to proceed
Final Application Package	Within 7 days following receipt of comments.

COMPENSATION

Our proposed level of effort and associated fee for the above referenced services outlined in attachment A and is prepared in accordance with the Professional Engineering Service Agreement (January 12, 2021).

Please do not hesitate to contact me with any questions or comments on the above scope of services. We appreciate the opportunity to assist the Town of Urbanna on this project.

Sincerely,

A handwritten signature in blue ink that reads "Jay Allen". The signature is written in a cursive, flowing style.

Jay Allen, PE
Senior Associate

Attachment: Fee Proposal

PROPOSED

Urbanna VA Water System Infrastructure Upgrades
VDH Planning Application Development (Work Assignment # AHE-006)
18-Jan-23

Urbanna VA Water System Infrastructure Upgrades								
VDH Planning Application Development (Work Assignment # AHE-006)								
18-Jan-23								
	Princ	PM	Mid Engineer	CADD Tech.	Technical Editor	Admin.	Totals	Budget (\$)
Hourly Rates	\$193.00	\$171.00	\$121.00	\$79.00	\$99.00	\$55.00		
Task								
Application Information Review	1	4					5	\$877
Preliminary Application Meeting	1	2					3	\$535
DRAFT Application Development	2	8				2	12	\$1,864
FINAL Application Development	2	4				2	8	\$1,180
							0	\$0
Hour Subtotal:	6	18	0	0	0	4	28	
Labor Budget Subtotal	\$1,158.00	\$3,078.00	\$0.00	\$0.00	\$0.00	\$220.00		\$4,456
Other Direct Costs and Sub-Consultants								
	Unit	Price/Unit	Quantity	ODC Total				
Mileage	EA	\$0.65		\$0				
Air Travel	EA	\$500		\$0				
Per Diem	EA	\$225		\$0				
Prints	\$/page	\$0.25		\$0				
Miscellaneous	LS	\$0		\$0				
Total ODCs:				\$0				
Total Base Scope of Services Fee:								\$4,456

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