



**Urbanna Town Council  
Monthly Meeting  
AGENDA  
Town Council Chambers  
390 Virginia St., Suite B  
Thursday, March 23, 2023 7:00 PM**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Hearing
  - a. Presentation-Sale of 45 Cross Street
  - b. Open Public Hearing (3-minute time limit per speaker)
  - c. Close Public Hearing
  - d. Action
6. Minutes
  - a. February 9, 2023
7. Reports
  - a. Town Administrator
  - b. Treasurer's Report
  - c. Finance Committee
  - d. Pool Committee
  - e. Water Committee
  - f. Planning Commission
8. Public Comment
9. Public Comment Response Period
10. Old Business
11. New Business
  - a. Kayak rental vending kiosk
12. Announcements
13. Adjourn

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**Agenda Item Summary  
March 23, 2023**

**Agenda Item: 4-Approval of Agenda**

**Background:** NA

**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 March 23, 2023**

### **Agenda Item: 5a-Public Hearing-Sale of 45 Cross Street-Old Town Hall**

**Background:** A public hearing is required to solicit comments from the public of the proposed sale of the property known as the Old Town Hall located at 45 Cross Street, Urbanna, VA (Parcel 20A 1 100). The property is owned by the Town of Urbanna and the proposed purchasers are Daniel L. Caskie and Tammy A. Caskie for the sum of \$250,000. After the public hearing Council will consider and then vote upon the proposed motion which would authorize the Town to take steps necessary to ratify the sales contract.

**Fiscal Impact:** Approximately \$250,000, less associated fees

**Staff Recommendation:** Approve

**Council Action Requested:** Yes

#### **Sample Motion(s):**

Motion to authorize the sale of the Old Town Hall located at 45 Cross Street and authorize the Town Administrator to proceed with and sign the sales contract. (Parcel 20A-1-100)

*Sales contract attached*

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## VIRGINIA REALTORS® Commercial Purchase Agreement

Each commercial transaction is different. This form may not address your specific purpose. This is a legally binding document. If not understood, seek competent advice before signing.

This Commercial Purchase Agreement (the "Agreement") is dated March 4, 2023, between Town of Urbanna ("Seller") and Daniel L. Caskie and Tammy A. Caskie ("Purchaser"). The parties acknowledge that Price Properties ("Listing Broker") represents Seller and that Price Properties ("Selling Broker") represents **[select one]**: ☒ Seller ☐ Purchaser. The parties further acknowledge that disclosure of the brokerage relationships was made to them by the real estate licensees involved in this transaction when specific assistance was first rendered and confirmed in writing.

1. **Sale of Property.** Purchaser agrees to buy and Seller agrees to sell the land, all improvements thereon, and all rights and appurtenances thereto belonging, located in the City/County of Middlesex, Virginia, with a tax parcel no. of 20A 1 100 and a street address of 45 Cross Street Urbanna Va 23175. Seller discloses that **[select one]**: ☒ there are no tenants or other parties in possession of the Property OR ☐ there are tenants or persons who are in possession of the Property as set forth on **SCHEDULE A** attached hereto.

2. **Purchase Price.** The purchase price for the Property is Two Hundred Fifty Thousand Dollars (\$ 250,000.00) (the "Purchase Price") and shall be paid to Seller at Settlement, subject to the prorations and adjustments described herein, as follows:

A. **Deposit.** Purchaser shall make a deposit of \$ 5,000.00 to be held by MG Law (the "Escrow Agent") in the form of: ☒ check ☐ cash ☐ other (the "Deposit"). Purchaser **[select one]**: ☐ has paid the Deposit to the Escrow Agent OR ☒ will pay the Deposit to the Escrow Agent within 5 days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the purchase price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

B. **Balance.** The balance of the Purchase Price shall be paid by Purchaser at Settlement in certified funds or bank wire (inclusive of any loan obtained by Purchaser to purchase the Property).

3. **Settlement.**

A. **Settlement of Property.** Settlement of the purchase and sale of the Property shall be made at 1802 Bayberry Ct #200, Richmond, VA 23226 on TBD ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

VR Form 700 Revised 07/19  
Reviewed 07/19

B. Deliveries by Seller at Settlement. At Settlement, Seller shall deliver to Purchaser the following:

(i) A general warranty deed with full English covenants of title (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, conditions and restrictions, except any lien for real estate taxes not yet due and payable, and any Title Objections for which Purchaser has no objection and/or has waived such objection pursuant to Paragraph 5;

(ii) An affidavit for the benefit of Purchaser and its title insurer, satisfactory to Purchaser's title company (the "Affidavit") stating that (i) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller and (ii) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in **SCHEDULE A** attached hereto;

(iii) A Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;

(iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and

(v) Such other Seller certifications as Purchaser's lender or title company may reasonably require.

C. Costs and Prorations. Seller shall pay the costs of preparing the Deed, the Grantor's tax thereon and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, survey expenses, lender fees, Grantee's tax and all other settlement expenses incurred by Purchaser. Real estate taxes, rent, CAM and assessments, as applicable, shall be prorated between Seller and Purchaser as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

D. Condition of Property. Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller agrees to maintain the Property in good condition and repair until Settlement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties, if any, on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems.

4. Feasibility Period.

A. For a period of Sixty ( 60 ) days following execution of this Agreement by all parties (the "Feasibility Period"), Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests as are desirable to Purchaser in its sole and absolute discretion; (ii) seek zoning information from the local governing authority concerning Purchaser's intended use of the Property; and/or (iii) apply for lender financing to acquire the Property.

B. Within five (5) days after Seller's receipt of a fully executed copy of this Agreement, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the most current owner's title insurance policy; and (iv) all leases and rent rolls for each tenant identified in **SCHEDULE A** (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property that are not terminable at will. Items (i) through (iv) are collectively referred to as the "Materials".



C. If Purchaser is not satisfied in its sole and absolute discretion with all aspects of the Property (including zoning) or the Materials, or has not obtained financing upon terms and conditions satisfactory to Purchaser, then Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, regardless of whether Purchaser has completed its inspections or zoning inquiry, or has obtained financing.

D. If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any damage arising as a result of its exercise of the right of access granted in this Paragraph 4; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller.

5. Title and Survey Objections. Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property. Prior to the expiration of the Feasibility Period, Purchaser shall notify the Seller in writing as to any title or survey objections regarding the Property that the Purchaser is unwilling to accept (collectively the "Title Objections"). Seller shall advise Purchaser in writing within ten (10) days after receipt of such notice, which if any of the Title Objections will not be cured by Seller at or prior to Settlement. If Seller fails to respond to Purchaser within such ten (10) day period or if Seller's response indicates that it does not intend to cure one or more of the Title Objections, then Purchaser may, at its option either (i) terminate this Agreement by giving written notice to Seller; (ii) cure such Title Objections at its own expense and proceed to Settlement with no reduction in the Purchase Price; or (iii) waive such Title Objections and proceed to Settlement, with no reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

6. Conditions Precedent to Obligation of Purchaser. This Agreement and all of Purchaser's obligations hereunder are further subject to Purchaser determining in its sole and absolute discretion that all of the conditions set forth in this Paragraph 6 have been satisfied or waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

A. Seller's Representations and Warranties. All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.

B. Seller's Deliveries. As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.

C. No Litigation. As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.

7. Representations and Warranties of the Seller. Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:

A. Authority and Marketable Title. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. No Pending Litigation or Bankruptcy. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. No Outstanding Purchase Option. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.

D. No Notice of Repairs. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. Utilities. The Property is connected to [select one]: ☒ a municipal water and sewer system and has utility meters installed within the Property OR ☐ a well and septic system located on the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.

F. Hazardous Materials. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

G. Parties in Possession. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any part thereof, except for the Leases attached hereto and made a part hereof as **SCHEDULE A**.

H. Other Contracts. Seller is not a party to any contracts relating to the Property that is not terminable at will, except as disclosed on **SCHEDULE B**, which is attached hereto and made a part hereof. Between the date of this Agreement and the Settlement date, Seller will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any contract relating to the Property that is not terminable at will.

I. No Undisclosed Restrictions. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.

8. Risk of Loss. The risk of loss or damage to the Property by fire or other casualty prior to Settlement shall be on the Seller. If such loss or damage materially and adversely affects the use of the Property as of Settlement, Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

9. Condemnation. If, prior to Settlement, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Settlement by the Purchaser, or sale occurs in lieu thereof, the Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

10. Access/Cooperation. During the term of this Agreement, Purchaser and his duly authorized agents shall be entitled to reasonable access to the Property for the purpose of surveying, appraising and making other findings related to the Property. Purchaser agrees to indemnify and hold the Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of the Seller's gross negligence or willful misconduct.

11. Agents and Brokers. Each party represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transaction contemplated hereby, except for the Listing Broker and the Selling Broker, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representation and warranty. Listing Broker shall be paid a brokerage fee by Seller of ☒ 6% % of the Purchase Price. Selling Broker shall be paid by Seller a fee of ☐ \_\_\_\_\_ % of the Purchase Price. The fees to the Listing Broker and Selling Broker shall be paid in cash at Settlement.

12. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by hand or messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient, at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph. Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient.

For the Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Default.

A. Default by Purchaser. If Purchaser defaults under this Agreement, the damages suffered by Seller would be difficult to ascertain. **Therefore, Seller and Purchaser agree that, in the event of a default by Purchaser, Seller's sole and exclusive remedy, in lieu of all other remedies, shall be to terminate this Agreement and retain the Deposit as full and complete liquidated damages.** If the deposit is retained as liquidated damages, Seller agrees to



pay one-half of the Deposit to the Listing Broker to compensate Broker for his brokerage services in the transaction. Such payment shall have no effect on the payment due in any subsequent transaction. Seller hereby specifically waives the right to seek specific performance of this Agreement by Purchaser or any other remedy at law or in equity, provided that Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4D., 10 and 11 herein.

B. Default by Seller. If Seller defaults under this Agreement, Purchaser shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.

C. Right to Cure Default. Prior to any termination of this Agreement as provided in Subparagraphs 13A. and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the "Default Notice") permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s) or does not respond to the Default Notice, then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney's fees and court costs to the prevailing party in any such action.

D. Brokerage Fees. Notwithstanding the remedies set forth in Subparagraphs 13A., 13B, and 13C, if either Seller or Purchaser defaults under this Agreement, the defaulting party shall be liable for the full amount of the brokerage fees set forth in Paragraph 11 and any brokerage fees set forth in Seller's listing agreement with the Listing Broker for the Property (which document is hereby incorporated herein by this reference) as if this Agreement and Seller's listing agreement had been performed, and for any damages and all expenses incurred by the Listing Broker and the Selling Broker in connection with this transaction and the enforcement of this Agreement and Seller's listing agreement, including, without limitation, attorney's fees and court costs. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any brokerage fees due under this Agreement or Seller's listing agreement.

14. Miscellaneous.

A. Final Agreement. This Agreement contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto.

B. Virginia Law Applicable. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

C. Assignment. This Agreement shall not be assigned by one party without the written consent of the other party, except the assignment of this Agreement to an entity owned by Purchaser or the principals of Purchaser shall not require the consent of Seller, but Purchaser shall provide written notice to Seller of such assignment. This Agreement shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

D. Counterparts. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. The parties agree that a fax of any signed original document shall have the same effect as an original.

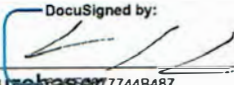
E. Tax-Deferred Exchange. Either party may elect to include the conveyance of the Property in an IRS Section 1031 Like Kind Exchange (a tax-deferred exchange). In the event that a party makes such an election, the non-exchanging party agrees to execute such documents necessary to effectuate such an exchange (at no cost to the exchanging party), but in no event shall such exchange affect the terms of the transaction or a party's responsibilities to the other party under this Agreement. The exchanging party shall bear the sole costs of its exchange.

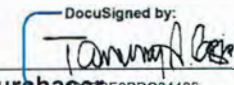
F. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Owner is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Neither Purchaser or Seller should send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

15. Additional Provisions: Seller to provide the full report done by Structures Group Inc prior to the expiration of Buyers 60 day feasibility study. Seller to replace fallen siding and trim from exterior. Seller to provide zoning certificate for apartments and or condominium uses.

16. Acceptance. To be effective this Agreement must be executed by Purchaser and Seller and an original copy of this Agreement returned to Purchaser no later than 5:00 p.m. on N/A, or this Purchase Agreement shall be deemed withdrawn.

Each of the parties has executed this Agreement in its name pursuant to due authority as of the dates set forth below.

DocuSigned by:  
  
**Purchaser** 7744B487...  
 Printed Name: Daniel L. Caskie  
 Title (if applicable): \_\_\_\_\_  
 Date: 3/4/2023

DocuSigned by:  
  
**Purchaser** 3E3BDC64406...  
 Printed Name: Tammy A. Caskie  
 Title (if applicable): \_\_\_\_\_  
 Date: 3/4/2023

**Seller**  
 Printed Name: Garth Wheeler  
 Title (if applicable): \_\_\_\_\_  
 Date: \_\_\_\_\_

**Seller**  
 Printed Name: \_\_\_\_\_  
 Title (if applicable): \_\_\_\_\_  
 Date: \_\_\_\_\_

#### Selling Company's Name and Address

**Price Properties**  
121 Cross Street , Urbanna , Va 23175  
 \_\_\_\_\_  
 \_\_\_\_\_

**Agent's Name** Debbie Price-Jolly  
 Agent's tel. no. (540)272-3633  
 Fax no. \_\_\_\_\_  
 Agent's email thepriceteamllc@gmail.com

#### Listing Company's Name and Address

**Price Properties**  
121 Cross Street , Urbanna , Va 23175  
 \_\_\_\_\_  
 \_\_\_\_\_

**Agent's Name** Debbie Price-Jolly  
 Agent's tel. no. (540)272-3633  
 Fax no. \_\_\_\_\_  
 Agent's email thepriceteamllc@gmail.com

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**SCHEDULE A**

**LEASES, AGREEMENTS AND CONTRACTS  
FOR TENANTS AND OTHER PARTIES  
IN POSSESSION OF THE PROPERTY**

List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.

Also provide Purchaser with any contract affecting the Property that is not terminable at will.

N/A

PROPOSED

**SCHEDULE B**

**CONTRACTS RELATING TO THE PROPERTY  
(Not terminable at will)**

**N/A**

PROPOSED





## TOWN OF URBANNA

390 Virginia Street Suite B PO BOX 179, Urbanna, VA 23175  
PHONE: 804-758-2613, FAX: 804-758-0389

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March 10, 2023

Mr. and Mrs. Daniel Caskie  
c/o Debbie Price-Jolly  
Price Properties  
121 Cross Street  
Urbanna, VA 23175

Dear Mr. & Mrs. Caskie,

On behalf of the Town of Urbanna, thank you for the offer to purchase the old Town Hall. Because of state law requirements, the Town is not allowed to sign the contract until a public hearing has been advertised and conducted by the Urbanna Town Council. That public hearing will take place on March 23, 2023. Therefore, the Town is not in a position to sign the purchase agreement until after the public hearing.

That being said, you may certainly enter the premises prior to the execution of the contract. Just contact me and access will be arranged. If there is anything else that you need before March 23<sup>rd</sup>, please do not hesitate to contact me.

There are a few items involving the contract that will need a bit of ironing out prior to March 23, 2023 and the Town Attorney, Andrea Erard, will work with Debbie Price to finalize the contract so that it is ready to be signed on March 23<sup>rd</sup>. Please know that the Town is very excited about the sale of the building to you and we do not believe that there are any substantial differences on material terms.

Thank you again for your offer and we look forward to concluding the sale of the old Town Hall to you!

Sincerely,

A handwritten signature in blue ink, which appears to read "Garth Wheeler". The signature is fluid and cursive, with a long horizontal stroke at the end.

Garth Wheeler  
Town Administrator

Pc: Martha Rodenburg  
Town Clerk

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**Agenda Item Summary  
March 23, 2023**

**Agenda Item: Minutes-January 26, 2023**

**Background:** Draft minutes from the February 9, 2023 work session

**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 from the February 23, 2023 work session as presented.

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**Town of Urbanna  
Town Council  
Work Session  
Council Chambers-390 Virginia St. Suite B  
February 9, 2023**

**CALL TO ORDER & ROLL CALL**

**Members of Council**

**Present**

Mayor Bill Goldsmith  
Alana Courtney  
Merri Hanson-via zoom  
Beth Justice  
Sandy Sturgill

**Absent**

Marjorie Austin  
Larry Chowning

**Others Present**

Garth Wheeler-Town Administrator  
Roy Kime-Zoning Administrator  
Martha Rodenburg-Town Clerk  
Michele Hutton-Town Treasurer  
Andrea Erard  
Members of the public and press

**Councilmember Sturgill moved to allow Councilmember Hanson to participate electronically, for medical reasons from her home in Urbanna 240 Watling Street.**

**Councilmember Courtney seconded**

**Courtney, Justice, Sturgill, and Goldsmith voted yes**

**Motion passed 4-0**

All present said the Pledge of Allegiance

**APPROVAL OF AGENDA**

**Councilmember Sturgill moved to amend the agenda to add, under Action Items, item B, Resolution 2023-RES-002, resolution authorizing the pursuit of financial assistance via the Virginia Department of Health-Office of Drinking Water's Planning & Design Fund program and move item #9a-Pool Fees to item #8c under Action Items.**

**Councilmember Hanson seconded**

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

**Motion passed 5-0**

**PRESENTATION**

Nancy Greenwood of UBI reported to Council they had raised 70% of the money needed to build the Bristow Pavilion, with pledges and commitments raising that to 98%. Construction scheduled to begin in April and be completed by Memorial Day. They are working with the Town to have materials match the new pool bathhouse.

**PUBLIC COMMENT & PUBLIC COMMENT RESPONSE**

There was no public comment

## **ACTION ITEMS**

### **Resolution 2023-RES-001**

**Councilmember Courtney made a motion to approve Resolution 2023-RES-001 as presented**

**Councilmember Hanson seconded**

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

**Motion passed 5-0**

2023-RES-001

#### **RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTE IN ANTICIPATION BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$1,056,000.00 OF THE TOWN OF URBANNA AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT OF THE NOTE, AND AUTHORIZING CERTAIN RELATED DOCUMENTS AND ACTIONS**

The Council of the Town of Urbanna, Virginia (the "Council") has determined it necessary and expedient to finance costs of improvements to the water system of the Town of Urbanna (the "Town") and to issue bonds of the Town to provide funds, together with other available funds, for such purpose.

The Council expects to pay all or a portion of such costs before the bonds are issued and desires to finance that portion by the issuance of a note, in anticipation of the bond issue and the receipt of the proceeds from the sale of the bonds, in accordance with Section 15.2-2628 of the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (the "Act").

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

Section 1. Authorization of Bonds. Pursuant to a resolution adopted December 15, 2022, the Town Council ("Council") of the Town of Urbanna (the "Town") has authorized to be issued bonds (the "Bonds") in a principal amount not to exceed \$1,056,000 (the "Maximum Amount") to provide funds to finance costs of improvements to the Town's water system, including a new water well (the "Project").

Section 2. Authorization of Note. The Council determines that it is advisable, necessary and expedient for the Town to borrow an amount not to exceed the Maximum Amount in anticipation of the issuance of the Bonds and the receipt of proceeds from the sale of the Bonds. Pursuant to the Constitution of Virginia and the Act, the Council authorizes to be issued and sold a bond anticipation note of the Town in a principal amount not to exceed the Maximum Amount (the "Note"). To the extent permitted by Section 15.2-2601 of the Act, the Council elects to issue the Note under the provisions of the Act without regard to the requirements, restrictions or other provisions contained in any charter or local or special act.

The Note shall be payable from the proceeds from the sale of the Bonds. The proceeds of the Bonds shall be used for no other purpose until the Note has been retired or provision for its retirement has been made. For the benefit of the holder of the Note, the Council agrees that the Town will take all steps necessary or desirable to have the Bonds issued and the proceeds from their sale available by the maturity date of the Note.

Section 3. Details of the Note.

(a) The Note shall be issued as a fully registered note without coupons. Each of the Mayor and Town Manager of the Town (the "Authorized Officers") is authorized to establish the principal amount of the Note; however, the amount shall not exceed the Maximum Amount.

(b) The outstanding principal of the Note shall bear interest at the per annum rate and the principal of and the interest on the Note shall be due and payable on dates determined in accordance with (c) below.

(c) Each of the Authorized Officers is authorized to determine and approve all of the other final details of the Note, including, but not limited to, its dated date, original principal amount, the interest rate on the Note (which may be determined from time to time by reference to indices or formulas as stated in the Note) and payment dates of principal and interest. However, the original principal amount of the Note shall not exceed the Maximum Amount, the interest rate on the Note shall not exceed 4.81% per annum, and the maturity date shall not be later than two years after the Note's dated date. Such officer's determination and approval of the final details of the Note shall be evidenced conclusively by such officer's execution and delivery of the Note in accordance with this resolution.

Section 4. Execution of Note. The Note shall bear the manual signature of an Authorized Officer and the manual signature of the Clerk or Deputy Clerk of the Town. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until such delivery. The Note may be signed by such persons as at the actual time of the execution thereof shall be the proper officers to sign the Note although at the date of the Note such persons may not have been such officers.

Section 5. Form of Note. The Note shall be in substantially the form of the attached Exhibit A, with such variations, insertions and omissions as shall be consistent with this resolution, the execution and delivery of the Note constituting conclusive evidence that any variations, insertions, or omissions are consistent with this resolution.

Section 6. Sale and Award of Note; Authorization of Loan Agreement; SNAP.

(a) The proposal of Huntington Public Capital Corporation (the "Lender") to make the loan evidenced by the Note is determined, after mature consideration of the methods of sale of the Note and current conditions of the municipal bond market, to be in the best interest of the Town, and the Authorized Officers are authorized to award the Note to the Lender on such terms and conditions as such officer may determine to be in the Town's best interest. Such officer's determination of the terms and conditions of the award of the Note shall be evidenced conclusively by such officer's execution and delivery of the Note and the Loan Agreement, defined below, in accordance with this resolution. The Authorized Officers and the Clerk or Deputy Clerk of the Town are authorized and directed to take all proper steps to have the Note prepared and executed in accordance with the terms of this resolution and to be delivered to the Lender upon payment of the of principal of the Note to the Town.

(b) The Council approves the loan agreement between the Lender and the Town (the "Loan Agreement"), the form of which has been made available to the Council. Each Authorized Officer is authorized to execute on behalf of the Town the Loan Agreement in substantially such form, with such changes, insertions or omissions as may be approved by the Authorized Officer executing them, whose approval shall be evidenced conclusively by the

execution and delivery of the Loan Agreement. The Authorized Officers and any other officer of the Town are authorized to execute and deliver on behalf of the Town such other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this resolution or contemplated by the Note or the Loan Agreement, and all of the foregoing, previously done or performed by such officers of the Town, are in all respects approved, ratified and confirmed.

(c) The Council has reviewed the Information Statement describing the State Non-Arbitrage Program of the Commonwealth of Virginia (“SNAP”) and the Contract respecting SNAP, and the Council has determined to authorize the Town Manager and the Treasurer to use SNAP in connection with the investment of the proceeds of the Note until such proceeds are used for the purposes of the Note, if either of such officers determines that the use of SNAP is in the best interest of the Town. The Council acknowledges that its decision to authorize participation in SNAP is based solely on the information set forth in the Information Statement and in the Contract, and the Council acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the Town in connection with SNAP, except as otherwise provided in the Contract.

Section 7. Payment of Note. The Town shall pay promptly the principal of and interest on the Note as the same become due in accordance with the Note solely from the proceeds of the sale of the Bonds and the revenues as pledged in the Loan Agreement. Nothing in this resolution or in the Note 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, including the Town.

Section 8. Tax Status of Interest Note. Interest on the Note is intended to be exempt from Federal Income taxation, and the following provisions will apply to the Note and the Town.

(a) No Adverse Action: The Town shall not take any action that would adversely affect the exemption of interest on the Note from Federal income taxation. The Town shall, to the extent permitted by Virginia law, take all actions necessary to maintain the tax-exempt status of interest on the Note under Federal or Virginia law, including all actions necessary to comply with Section 103 or Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”) or the regulations promulgated by the Treasury Department with respect thereto. Without limiting the generality of the foregoing, the Town shall comply with any provision of law which may require the Town at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Note, unless the Town receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Note from being includable in the gross income for Federal income tax purposes of the registered owners thereof under existing law.

(b) Arbitrage/Investment: The Town shall not take or approve any action, investment or use of the proceeds of the Note which would cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code and the regulations thereunder. The Town, barring unforeseen circumstances, shall not request or approve the use of the proceeds of the Note other



than in accordance with the Town's "non-arbitrage" certificate delivered at the time of the issuance of the Note.

(c) Tax Compliance Agreement: Each of the Authorized Officers is authorized and directed to execute and deliver a tax compliance agreement regarding any matters described in Section (a) and (b) above, which agreement shall be in such form and content as may be required by bond counsel to the Town.

(d) Non-Arbitrage and Other Certificates: Each of the Authorized Officers is authorized to sign appropriate certificates setting forth, among other things, the expected use and investment, if any, of the proceeds of the Note in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code and regulations issued pursuant thereto, applicable to "arbitrage bonds." Such certificates may also contain certain elections with regard to Section 148 of the Code and such officers are authorized to make such elections on behalf of the Town and the Council.

Section 9. Authority of Officers and Agents. The officers and agents of the Town shall do all acts and things required by them of this resolution and the Note for the complete and punctual performance of all the terms, covenants and agreements contained therein. The appropriate officers of the Town are further authorized and empowered to take such other action as they may consider necessary or desirable to carry out the intent and purpose of this resolution, and the issuance of the Note.

Section 10. 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 an officer, employee or agent of the Town in his or her individual capacity, and no officer of the Town executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him or her pursuant to this resolution, provided he or she acts in good faith.

Section 11. Conditions Precedent. Upon the issuance of the Note, all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this resolution to have happened, exist and to have been performed precedent to or in the issuance of the Note shall have happened, exist and have been performed.

Section 12. 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 13. Severability. If any court of competent jurisdiction shall hold any provision of this resolution to be invalid and unenforceable, such holding shall not invalidate any other provision hereof.

Section 14. Effective Date. This resolution shall take effect immediately.

Section 15. Filing of Resolution. The Clerk is authorized and directed to see to the prompt filing of a certified copy of this resolution with the Circuit Court of Middlesex County, Virginia.

**EXHIBIT A**  
**FORM OF NOTE**

*INTEREST ON THIS NOTE IS INTENDED TO BE EXCLUDED FROM GROSS INCOME OF  
THE HOLDER FOR FEDERAL INCOME TAX PURPOSES.*

UNITED STATES OF AMERICA  
COMMONWEALTH OF VIRGINIA  
TOWN OF URBANNA

Bond Anticipation Note

Dated: [DATE]

The Town of Urbanna, a municipal corporation of the Commonwealth of Virginia (the “Town”), for value received, promises to pay, solely from the revenues described and pledged in the Loan Agreement, as defined below, to Huntington Public Capital Corporation, or registered assigns (the “Noteholder”), the principal sum of

ONE MILLION FIFTY-SIX THOUSAND AND 00/100 DOLLARS (\$1,056,000.00)

and to pay to the Noteholder interest on the unpaid principal from the date of this Note until payment of the entire principal sum at rate or rates provided below.

Interest on the unpaid principal of this note shall accrue at the rate of 4.81% per annum.

Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The Town shall pay the amount of accrued but unpaid interest on March 1 and September 1 in each year, commencing on September 1, 2023, until this Note is paid in full. If not sooner paid, the principal of and accrued but unpaid interest on this Note shall be due and payable on September 1, 2024. Any payment on this note shall be applied first to interest accrued to such payment date and then to principal.

Principal and interest shall be payable in lawful money of the United States of America to the registered owner. Upon final payment, this Note shall be surrendered to the Treasurer of the Town, who has been appointed Registrar, for cancellation.

This note is issued in accordance with a Loan Agreement dated the date of this note (the “Loan Agreement”) between the Noteholder and the Town. Capitalized terms used but not otherwise defined in this note have the meanings given them in the Loan Agreement.

This note is not subject to prepayment before October 1, 2023. On and after October 1, 2023, this note is subject to prepayment at the option of the Town, in whole but not in part, before

its stated maturity at any time upon thirty (30) days prior written notice to the Noteholder, upon payment of the outstanding principal plus all accrued but unpaid interest to the date of prepayment and a prepayment premium equal to a percentage of the amount of principal prepaid, as follows:

Date of Prepayment	Prepayment Premium
On or after October 1, 2023, but before March 1, 2024	1.00%
On or after March 1, 2024	0.00%

This note is issued in anticipation of the issuance of bonds in an aggregate amount not to exceed \$1,056,000 (the “Bonds”) and the receipt of proceeds from the sale of the Bonds. The Bonds have been duly authorized by a resolution duly adopted under the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (the “Act”) by the Council of the Town on December 15, 2022. This note is issued pursuant to the Constitution and applicable statutes of the Commonwealth of Virginia, including the Act and a resolution duly adopted under the Act by the Council of the Town on February 9, 2023 (the “Resolution”). A copy of the Resolution is on file at the office of the Registrar. This note is governed by the Loan Agreement. Reference is made to the Resolution and the Loan Agreement for the provisions, among others, describing the pledge and covenants securing this note, the nature and extent of the security the terms and conditions upon which this note is issued, the rights and obligations of the Town and the rights of the Noteholder.

**Both principal of and premium, if any, and interest on this note are payable solely from the Net Revenues of the System and the proceeds of the Bonds, and nothing in this note 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 Loan Agreement, the Town has pledged the Pledged Revenues to the payment of the principal of and interest on this note.

This note shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this note have happened, exist and have been performed.

IN WITNESS WHEREOF, the Town of Urbanna has caused this note to be signed by the manual signature of its Mayor, and attested by the manual signature of its Clerk, and this note to be dated the date stated above.

TOWN OF URBANNA

By: [NOT FOR SIGNATURE-FORM OF NOTE]  
Mayor, Town of Urbanna


ATTEST:

[NOT FOR SIGNATURE-FORM OF NOTE]  
Clerk, Town of Urbanna

The undersigned 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 February 9, 2023;
- (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>Member</u>	<u>Attendance</u>	<u>Vote</u>
William Goldsmith, Mayor	Present	Aye
Marjorie Austin	Absent	--
Larry Chowning	Absent	--
Alana Courtney	Present	Aye
Merri Hanson	Present	Aye
Beth Justice	Present	Aye
Sandy Sturgill	Present	Aye

  
Martha Rodenburg, Town Clerk

(SEAL)

## Resolution 2023-RES-002

Councilmember Sturgill made a motion to approve Resolution 2023-RES-002 as presented  
Councilmember Justice seconded  
Courtney, Hanson, Justice, Sturgill, and Goldsmith voted yes  
Motion passed 5-0

### **2023-RES-002**


#### **RESOLUTION AUTHORIZING THE PURSUIT OF FINANCIAL ASSISTANCE VIA THE VIRGINIA DEPARTMENT OF HEALTH – OFFICE OF DRINKING WATER'S PLANNING & DESIGN FUND PROGRAM**

WHEREAS the Council of the Town of Urbanna (the "Council") has determined to make capital improvements to the water system of the Town due to aging infrastructure; and

WHEREAS the Urbanna Town Council seeks to request financial assistance from the Virginia Department of Health – Office of Drinking Water's Planning and Design Fund Program.

NOW THEREFORE BE IT RESOLVED by the Urbanna Town Council, at its regular meeting on February 9, 2023, that the Town Administrator is authorized to an application for the Water Planning and Design Fund to the Virginia Department of Health for the purpose of requesting financial assistance.

<u>Member</u>	<u>Attendance</u>	<u>Vote</u>
William Goldsmith, Mayor	Present	Aye
Marjorie Austin	Absent	--
Larry Chowning	Absent	--
Alana Courtney	Present	Aye
Merri Hanson	Present	Aye
Beth Justice	Present	Aye
Sandy Sturgill	Present	Aye

  
Martha Rodenburg, Town Clerk

(SEAL)

## **Pool Fees**

Mayor Goldsmith reported fundraising for the pool was beginning Saturday, February 11 at the Chili Cook-off, and asked Council to approve the pool usage fees developed by the Pool Committee so they can be advertised.

Councilmember Courtney spoke that she had attended two Pool Committee meetings, even though she is not a member of the committee, and had not been allowed to participate, and questioned why she was not allowed to participate.

Mayor Goldsmith responded the public was welcome at all committee meetings, but are not participants, and even though Ms. Courtney is a Member of Council, her attendance was that of a member of the public, since she is not an appointed member of the Committee.

Further discussion took place regarding the matter.

Councilmember Hanson asked if, once voted on, could the proposed fees be changed. Ms. Erard responded they could only be lowered, not increased.

**Councilmember Sturgill made a motion to approve the pool fees as presented for advertisement**

**Councilmember Justice seconded**

Discussion took place regarding the wording for the daily passes

**Hanson, Justice, Sturgill, and Goldsmith voted yes**

**Courtney voted no**

**Motion passed 4-1**

### **In town:**

- Children 6 and under: Free when accompanied by a paying adult
- Each town residence will receive 3 free passes
- Day Pass
  - Individual-\$5
  - Family (up to 6 people)-\$12
- Season Pass
  - Individual-\$100
  - Family-\$200
  - Swim Team Member-No charge\*
- Charter Membership-\$12,000

### **Out of town:**

- Day Pass
  - Individual-\$8
  - Family (up to 6 people)-\$25
- Season Pass
  - Individual-\$200
  - Family-\$400
  - Swim Team Member-\$50\*
- Charter Membership-\$15,000

\*--Does not include fees associated with being a member of the swim team

## **MATTERS OF TOWN COUNCIL**

### **Mayor Goldsmith updated Council on the following matters:**

- The final Kayak Trail layout has been completed
  - Interactive map with script and pictures with each spot
  - Garth Wheeler will be signing off final approval, and is requesting feedback by February 17
- Boundary Line Adjustment
  - Andrea Erard gave a presentation to the Middlesex County Board of Supervisors



- The Board of Supervisors voted 4-1 to move forward with proposal
- Old Town Hall
  - Staff has contracted with an engineer to assess the foundation of the building

#### **Freedom of Information Act (FOIA) Training**

Andrea Erard provided the required FOIA training, per Code of Virginia § 2.2-3704.3-Training for local officials

#### **ADJOURN**

**Councilmember Sturgill made a motion to adjourn**

**Councilmember Justice seconded**

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

**Motion passed 5-0**

**Meeting adjourned at 8:29pm**

**Submitted by:**

---

**Martha J. Rodenburg**

**Town Clerk**

**Approved by Town Council xx/xx/xxxx**

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## **Agenda Item Summary March 23, 2023**

**Agenda Item: 7-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
  - *February 2023 report attached*
- Finance Committee-Bill Goldsmith
- Pool Committee-Barbara Hartley
- Water Committee-Beth Justice
- Planning Commission-Merri Hanson

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## Treasurer's Report

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

Account Balance thru <b>02/28/2023</b>	Prior Year	Prior Month	Statement Date
	<b>2/28/22</b>	<b>1/31/23</b>	<b>2/28/23</b>
Primis Bank General Operating Bank Account	717,478.84	836,894.95	834,760.97
Renter Water Deposits	-14,511.66	-19,451.66	-19,451.66
Net Operating General Bank Account	711,142.69	826,192.28	826,030.29
TRUIST Historic Trust	23,046.84	31,868.44	32,285.77
TRUIST Pool Replacement Account	36,763.38	594,775.40	0.00
Primis Bank Water Fund Reserve	113,965.77	114,552.09	114,622.39
Primis Bank General Fund Reserve	94,734.51	95,044.22	95,080.68
Primis Bank Cares Local Recovery	237,660.98	475,423.90	238,068.89
Primis Bank DMV	100.00	5,296.52	100.00
Primis Bank USDA Well Replacement-new 10/14/22	n/a	2,502.27	2,502.85
Taber Trust – Account Value	1,502,728.75	871,833.31	
C & F Bank Pool Replacement Account (new 2/28/23)			832,487.30
C&F Bank Historic Trust (new 3/1/2023)			
Taxes listed below are collected for prior month(s)	<b>2/28/22</b>	<b>1/31/23</b>	<b>2/28/23</b>
Meals Tax collected in February	8,064.21	6,727.91	5,027.44
Lodging Tax collected in February	460.73	756.10	2,851.18
Cigarette Tax collected in February	741.08	666.60	417.09

### FEBRUARY EXPENDITURES:

- Business as usual

### REVENUE as of 2/28/2023

#### Notes:

- Due to cigarette tax deposit, had to wait until 3/1/23 to close Truist and open C & F
- DMV transferred balance to operating account

## Lodging Tax

March 3, 2023  
03:56 PM

Town of Urbanna  
2023 Revenue Summary by Month

Range of Accounts: 100-12100-0001  
Type: Revenue Activity  
Subtotal CAFR: No

to 100-12100-0001

Start Month: July

Start Year: 2022

Includes Accounts with Zero Activity: N

Year To Date As Of: 03/03/23

Account No	Description	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Total	Jul									
100-12100-0001	Lodging Tax									
25950.77	3422.19	3213.42	7522.80	1946.30	3711.39	2527.39	756.10	2851.18	0.00	0.00
Fund Total										
25950.77	3422.19	3213.42	7522.80	1946.30	3711.39	2527.39	756.10	2851.18	0.00	0.00
Grand Total	Count: 1									
25950.77	3422.19	3213.42	7522.80	1946.30	3711.39	2527.39	756.10	2851.18	0.00	0.00

## Meals Tax

March 3, 2023  
03:57 PM

Town of Urbanna  
2023 Revenue Summary by Month

Range of Accounts: 100-12110-0001  
Type: Revenue Activity  
Subtotal CAFR: No

to 100-12110-0001

Start Month: July

Start Year: 2022

Includes Accounts with Zero Activity: N

Year To Date As Of: 03/03/23

Account No	Description	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Total	Jul									
100-12110-0001	Meals Tax - Local									
91584.19	14635.00	14992.16	13319.79	10045.11	9883.46	14659.22	6727.91	5027.44	2294.10	0.00
Fund Total										
91584.19	14635.00	14992.16	13319.79	10045.11	9883.46	14659.22	6727.91	5027.44	2294.10	0.00
Grand Total	Count: 1									
91584.19	14635.00	14992.16	13319.79	10045.11	9883.46	14659.22	6727.91	5027.44	2294.10	0.00

# Water Sales

March 3, 2023  
03:59 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: 03/03/23  
Subtotal CAFR: No

Account No	Description	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Total											
500-17010-0001	Water Sales Charges										
220362.09		2878.78	65830.56	17448.96	37734.22	16187.37	37839.77	11922.27	30520.16	0.00	0.00
Fund Total											
220362.09		2878.78	65830.56	17448.96	37734.22	16187.37	37839.77	11922.27	30520.16	0.00	0.00
Grand Total	Count: 1										
220362.09		2878.78	65830.56	17448.96	37734.22	16187.37	37839.77	11922.27	30520.16	0.00	0.00

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## **Agenda Item Summary March 23, 2023**

### **Agenda Item: 11a-New Business-Kayak Rental-Vending Kiosk**

**Background:** Kayaking and paddle boarding have become increasingly popular on Urbanna Creek over the past few years. In an effort to provide opportunities to Town residents and guests, the Town has been exploring ways of providing kayaks and paddle boards. Council Member Hanson found a vendor that provides Kayak kiosks to communities; "Paddle On LLC" The proposal is to locate one of these kiosks at the Town Marina for customers to rent equipment.

**Fiscal Impact:** The Town will receive 10% of gross. No out-of-pocket expenses.

**Staff Recommendation:** Yes

**Council Action Requested:** Yes

**Sample Motion(s):** Motion is made to proceed with the agreement with Paddle On LLC to place a kayak kiosk at the Town Marina in accordance with the contract agreement.

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## KAYAK KIOSK INFO



### **MISSION:**

- GRANT EASY ACCESS TO LOCAL WATERWAYS FOR RESEIDENTS AND VISTORS AS A FORM OF EXERSISE, ENTERTAINMENT, AND EXPLORATION.

### **PROBLEM:**

- WITH THE INCREASE IN SHORT-TERM RENTALS IN THE NORTHERN NECK AND MIDDLE PENINSULA, VISTIORS ARE IN NEED OF AN AFFORABLE AND MOBILE WAY OF EXPORING OUR WATERWAYS.
- KAYAKS AND PADDLEBOARDS CAN BE EXPENSIVE AND CUMMBERSOME TO MOVE FROM DIFFERENT LOCATIONS.

### **SOLUTION:**

- PROVIDING A KAYAK AND PADDLEBOARD RENTAL FACILTY NEAR THE WATER SPECIFICALLY A....

# KAYAK VENDING KIOSK

## KAYAK KIOSK INCLUDES THE FOLLOWING:

- 4 RACK LOCKED SYSTEM FOR KAYAKS & PADDLE BOARDS
- LOCKERS FOR PADDLES AND LIFE VESTS
- KIOSK FOR RENTING KAYAKS & PADDLEBOARDS
- 

## SOLAR POWERED SYSTEM

- SIZE REQUIREMENTS- 10ft x 6ft DEEP



## WHY IT'S SAFE!!

- CASHLESS SYSTEM
- RENTALS NOT ACCESSABLE FROM DUST TO DAWN
- WAVIERS PROVIDED
- THE PROPER SAFETY EQUIPMENT IS PRODIVED
- LIABILITY COVERAGE

## ***Agreement***

### **Clause 1: Identification of property Owner and Vending Operator**

This Agreement is entered into between (Property Owner) and Paddle On LLC (Vendor). Paddle On LLC is liable for the payment of agreed on portion of vending sales and performance of all other items in this agreement.

### **Clause 2. Identification of Premises**

Subject to the terms and conditions in this Agreement, Property Owner allows Vendor to set up, up to one (1) vending unit with a mutual agreement to scale the machines in size should demand dictate.

### **Clause 3. Term of the agreement**

This contract will take effect \_\_\_\_ Day of \_\_\_\_\_ ( ) and will remain in affect for the ( )season. Upon the completion of the ( ) season the Kiosk will be removed by Paddle On LLC (Vendor). A New agreement will be signed for the Following Season if mutually agreed upon by Vendor and Property Owner.

### **Clause 4. Payment**

Vendor will pay Ten percent (10%) of gross sales before sales tax, payable at the end of each month for sales of the machines. Property owner will be expected to maintain property where kayak is located. The Vendor is responsible for stocking all machines. Payment will be due by 15<sup>th</sup> day of the following month. Vendor will provide proof of sales from credit card processing company, with each month's payment. There will be no cash sales, only credit and debit card payments.

#### ***Delivery of Payment***

Percentage of sales will be paid by check and mailed or delivered.

### **Clause 5. Late Charges**

If vendor fails to make payment in full before then end of the twentieth day of the following month Vendor will pay Property Owner a late charge of \$25, plus \$10 for each additional day that the payment remains unpaid.

### **Clause 6. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney's fees and court costs.

### **Clause 7. Additional Provisions**

Additional provisions are as follows:

Vendor will assume all risk and responsibility for any injury, damage or other liability caused from operating the vending unit on the premises and to that end will carry, without interruption a minimum of a \$1,000,000 liability insurance policy for each occurrence, a \$5,000 medical expense for any one person and a \$2,000,000 General Aggregate. Vendor shall provide proof of such insurance to the property owner prior to installation of vending units.

Vendor will be solely responsible for maintenance, and operation of the vending units.

Upon Notification, Vendor will repair the unit or replace it if it cannot be repaired.

#### **Clause 8. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

#### **Clause 9. Grounds for Termination**

Either party may terminate the agreement at any time in accordance with Clause 3 of this agreement.

#### **Clause 10. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Property Owner or Vendor. Any modifications to this agreement must be in writing signed by Property Owner and Vendor.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Paddle On LLC Agents: Lauren James & William Smith  
3611 Irvington Road  
Irvington VA 22480  
(804) 436-7472