



**Urbanna Town Council
Public Hearing
Work Session
AGENDA
Town Council Chambers
390 Virginia Street Suite B
Thursday, February 22, 2024 6:00 PM**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Hearing
 - a. Proposed Issuance of a bond or note by the Town pursuant to Virginia Code Section 15.2-2606 of the Public Finance Act
 - b. Deed of Trust
6. Public Comment
7. Council Comment
8. Action Items
 - a. Lewis & Clark Circus Contract
 - b. Fireworks Contract
9. Project Updates/Discussion
 - a. Comprehensive Plan
 - b. Solid Waste Contract
 - c. Security Cameras
 - d. Pool
 - e. Bank franchise overpayment
10. Announcements
11. Adjourn



Agenda Item Summary February 22, 2024

Agenda Item: 4-Approval of Agenda

Staff Recommendation: Approve

Council Action Requested: Yes

Sample Motion(s): Motion to approve agenda as presented.

Agenda Item Summary
February 22, 2024

Agenda Item 5a: Public Hearing - Proposed issuance of a bond or note by the Town pursuant to Virginia Code Section 15.2-2606 of the Public Finance Act for the Purchase of Town Hall

Background: This is a public hearing required by Virginia Code Section 15.2-2606 of the Public Finance Act for the issuance of a bond or note obligating the town for an estimated maximum amount of \$1,020,000. The use of the proceeds is to pay the cost of acquiring 390 Virginia St., Urbanna, Virginia and surrounding property identified as Tax Map Number 20-26 upon which is located the town offices and related uses such as the parking lot.

Fiscal Impact: See attached previously prepared by Roy Kime.

Staff Recommendation: Approval

Council Action Requested: Approval and adoption of the attached Resolution *after both public hearings.*

Sample Motion: (Defer action until after closure of Public Hearing related to Agenda Item 5b)

Town Hall Building Cost \$1,100,000

- Currently leasing Suites B and C of 390 Old Virginia Street for 2 years starting January 1, 2022 for \$3,336.00 per month.
- Option to buy at end of lease.
- Method of Financing-
 - Cares Money - \$237,367
 - Old Building Sale - 235,000 net after commission
 - Past rent applied - 86,736
 - Total Down \$559,103
 - Balance \$ 540,897 to be financed by seller at 5% for 15 years
 - for a monthly cost of \$4,278.03 offset by tenant rent of \$3,674 tenant rent
 - Net monthly cost of \$604.03 per month . Real Estate taxes may be payable to Middlesex County not to exceed \$250.00 per month

Agenda Item Summary
February 22, 2024

Agenda Item 5b: Public Hearing to approve a Deed of Trust to Secure the Note.

Background: This is a public hearing required by Virginia Code Section 15.2-1800 and 15.2-1813 pertaining to 390 Virginia St., Urbanna, Virginia and surrounding property identified as Middlesex County Virginia Tax Map Number 20-26. This public hearing is a component of the town's desire to complete purchase of the property which is currently being leased from the Owner Thurston Properties, LLC. The purpose of the public hearing is to obtain public input on granting a deed of trust on the Property for the benefit of the seller to secure payment of a deferred purchase-money bond or note in the maximum principal amount of \$1,020,000 and interest at the per annum rate of 5%, payable over fifteen years.

Fiscal Impact: See attached prepared by Finance Committee Member Roy Kime.

Staff Recommendation: Approval

Council Action Requested: Following both Public Hearings, approval of the attached Resolution

Sample Motion:

I move approval of the attached Resolution as presented.

Town Hall Building Cost \$1,100,000

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- Option to buy at end of lease.
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- Net monthly cost of \$604.03 per month . Real Estate taxes may be payable to Middlesex County not to exceed \$250.00 per month

RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTE IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,020,000.00 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 a portion of the cost of acquiring certain real property and to issue a note of the Town to the seller of the real property, for such purpose.

The Council has held a public hearing on the issuance of the note and a public hearing on securing the note by a deed of trust on the real property, in accordance with Sections 15.2-2606 and 15.2-1800 of the Code of Virginia of 1950, as amended.

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

Section 1. Authorization of Borrowing. The Town Council (“Council”) of the Town of Urbanna (the “Town”) authorizes to be issued a note (the “Note”) in a principal amount not to exceed \$1,020,000 (the “Maximum Amount”) to finance a portion of the cost of acquiring real property located at 390 Virginia Street, Urbanna, Virginia (the “Property”).

Section 2. Authorization of Note. To the extent permitted by Section 15.2-2601 of the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (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.

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 of 5.00%, 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, and payment dates of principal and interest. However, the original principal amount of the Note shall not exceed the Maximum Amount, , and the maturity date shall not be later than fifteen 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. 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 seller of the Property upon closing of the acquisition of the Property by the Town.

Section 6. Authorization of Deed of Trust. The Council approves a deed of trust on the Property from the Town to secure the Note (the "Deed of Trust"), the form of which has been made available to the Council. Each Authorized Officer is authorized to execute on behalf of the Town the Deed of Trust 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 Deed of Trust. 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 Deed of Trust, and all of the foregoing, previously done or performed by such officers of the Town, are in all respects approved, ratified and confirmed.

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. It is covenanted and agreed with the holder of the Note that so long as any of the installments of principal or interest on the Note are outstanding and unpaid the Town will levy and collect annually an ad valorem tax on all the taxable property in the Town, without limitation as to rate or amount, sufficient to pay when due the principal of and interest on the Note to the extent other funds of the Town are not lawfully available and appropriated for such purpose. 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 other than the Town.

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 or Deed of Trust shall be liable personally on the Note or Deed of Trust 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

**UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
TOWN OF URBANNA**

Note

Dated: April 1, 2024

The Town of Urbanna, a municipal corporation of the Commonwealth of Virginia (the “Town”), for value received, acknowledges itself indebted and promises to pay to Thurston Properties, LLC, or registered assigns (the “Noteholder”), the principal sum of

**Five Hundred Forty Thousand, Eight Hundred Ninety-Seven AND 00/100 DOLLARS
(\$540,897.00)**

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 of 5.00% per annum.

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

On April 1, 2024, and the same day of each subsequent month, the Town shall pay an installment of principal of and interest on this Note in the amount of \$4,278.03, 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 the fifteenth (15th) anniversary of its dated date. 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, at 45 Watling Street, P.O. Box 1250, Urbanna, Virginia 23175, or such other address as the Noteholder may designate in writing to the Town as its address for payments. Upon final payment, this Note shall be surrendered to the Treasurer of the Town, who has been appointed Registrar, for cancellation.

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, without prepayment penalty or premium.

This Note is issued pursuant to the Constitution and applicable statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (the “Act”) and a resolution duly adopted under the Act by the Council of the Town on February 22, 2024 (the “Resolution”). A copy of the Resolution is on

file at the office of the Registrar. Reference is made to the Resolution 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 interest on this Note are payable from ad valorem taxes to be levied without limitation as to rate or amount on all property in the Town subject to taxation to pay the installments of principal and interest on this Note to the extent other funds of the Town are not lawfully available and appropriated for such purpose, and the full faith and credit of the Town are pledged for such payment.

Each of the following constitutes an event of default (“**Event of Default**”) under this Note:

- a) The Town fails to make any installment of principal and interest when due under this Note and such failure continues for fifteen (15) days after the Noteholder gives the Town written notice of such failure.
- b) The Town fails to comply with or to perform any other term, obligation, covenant or condition of the deed of trust securing this Note and such failure continues for forty-five (45) days after the Noteholder gives the Town written notice of such failure.

At any time after an Event of Default has occurred, the Noteholder may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due and payable.

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 22, 2024;
- (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		
Marjorie Austin		
Larry Chowning		
Alana Courtney		
Merri Hanson		
Beth Justice		
Sandy Sturgill		

Town Clerk

(SEAL)

**Agenda Item Summary
February 22, 2023**

Agenda Item: 8a-Contract for Circus

Background: A circus was held last year and was very well received and provided some revenue for the town. Staff received – unsolicited – an inquiry of interest from the same entity (Lewis and Clark Circus) and brings forward a contract with essentially the same terms as last year; two shows (5 and 7 pm) on two days April 24 and 25 (Wednesday and Thursday) at Tabor Park. Some clarification as to hold harmless and provision of water was needed and the Town Attorney has reviewed and finds the contract acceptable.

In order to preserve the town's opportunity for this event due to the cancellation of the council's February 8 meeting, given a consensus of a majority of council the contract was executed and returned to the vendor.

Fiscal Impact: To be determined, but likely more than last year's event which garnered approximately \$2,400. Water usage was minimal.

Staff Recommendation: Ratify execution of the contract with Lewis and Clark Circus.

Council Action Requested: Ratify the Town Administrator's execution of the contract with Lewis and Clark Circus.

Sample Motion:

I move to ratify the Town Administrator's execution of the contract with Lewis and Clark Circus for a circus to be held at 5 and 7 pm on April 24 and 25, 2024 at Tabor Park.

***** LEWIS AND CLARK CIRCUS *****
A GREAT AMERICAN FAMILY CIRCUS
PO BOX 808- Liberty, SC 29657 PHONE: 864-419-9249, 864-617-3976

SPONSOR'S AGREEMENT.

This agreement entered into by and between Lewis & Clark Circus (hereinafter referred to as Circus) and

Town of Urbanna (hereinafter referred to as Sponsor) on 02/09/2024

Hold Harmless Agreement for the property owner. The Circus agrees to protect, indemnify, and hold the Town of Urbanna harmless from any and all claims of loss, damage, liabilities, or expense whatsoever, either directly or indirectly, except any loss, damage injury, or other claim arising from Town of Urbanna gross negligence or intentional act.

Circus Agrees to:

1. A complete circus performance including equipment and personnel.
2. Maintain liability insurance covering Sponsor and property owner.
3. Furnish all advertising materials and tickets.
4. To leave the grounds clean.

Sponsor Agrees to:

1. Provide a show venue at 425 Bonner St in Tabor Park.
2. Obtain all local permits for Circus if any are required.
3. Furnish a water spigot adequate to Circus needs. (A spigot to connect a water)
4. Not sell concession.

The Sponsor Will Share in Ticket Sales as Follows:

1. 25% of the first \$1,500.00(100 tickets) and 40% thereafter of all advance tickets sold prior to 12:00 pm on Circus day. All unsold tickets will be returned to the Circus before 12:00 pm (noon) on the day of the show.
2. 10% of General admission tickets sold at the Circus Box office on Circus Day and 10% of online tickets sold through the Circus' website.

Ticket Prices:

Advance Tickets: Adults: \$15 Kids: 1 child free (12 and under) will be admitted with each adult ticket. Additional child is \$9
Online Tickets: Adults: First 100 - \$15.99, then \$19.99 Kid: 1 kid free with each paid adult and any after \$8.99 Day of Circus:
Adults: \$25 Kids: 1 child free (12 and under) will be admitted with each adult ticket. Additional child is \$15

Town: Urbanna, VA Location

ph. address: 425 Bonner St Date of

Event: April 24-25, 2024

Show Times: Wed and Thurs@ 5:00 and 7:30

Advertise as: Tabor Park

Sponsor Representative

Signature: [Signature] Date: 2/9/2024

Sponsor

Name: Town of Urbanna

Address: (mailing) PO Box 179 Urbanna, VA 20175/ (physical) 390 Virginia St, Suite B Urbanna, VA 20175

Phone/email: 804.758.2613 t.costin@urbannava.gov

Contact Person on the day of Circus (name and phone): Ted Costin 804.238.1051

Lewis & Clark Circus Representative:

Olena Reis 864-617-3976 864-419-9249 cell

On day of Circus: Vandeir - (863)-521-8703

Agenda Item Summary
February 22, 2024

Agenda Item: 8b-Contract for Fireworks

Background: A July 4th themed fireworks show was held last year and was very well received. Staff followed up on a seasonal communication from last year's vendor with no success. A clearing house as well as known companies were approached with response coming from Francisco Display Fireworks, LLC to the point we have a proposed contract. This would be for a 20-minute fireworks display launching over 800 shells of various sizes on Friday, June 28. The Town Attorney has reviewed and has approved the contract as to form. If approved, town staff will undertake the necessary coordination with USCG, VMRC, and local/state first responders.

In order to preserve the town's opportunity for this event due to the cancellation of the council's February 8 meeting, given an informal consensus of a majority of Council, the contract was executed and conveyed to the owners of the launch site. At this time, we await their action on the document pending resolution of insurance and returned to the vendor.

Fiscal Impact: \$14,860 across current and next Fiscal Year budgets.

Staff Recommendation: Ratify execution of the contract with Francisco Display Fireworks, LLC.

Council Action Requested: Ratify the Town Administrator's execution of the contract with Francisco Display Fireworks, LLC.

Sample Motion:

I move to ratify the Town Administrator's execution of the contract with Francisco Display Fireworks, LLC for a July 4th fireworks show on June 28, 2024 in and about the town's marina.



Contract for Fireworks Display

Event: Town of Urbanna July 4th Celebration

at: Rosegill

on: 6/28/2024

Francisco Display Fireworks, LLC
2018 Clays Mill School Road
Scottsburg, Va. 24589
434-579-7291
www.franciscodisplayfireworks.com

Event Party:

Property Owner:

Name: Town of Urbanna

Name: Rosegill Farm LLC

Address: PO Box 179

Address: 2561 Perkinsville Road

City, State, Zip: Urbanna, Va. 23175

City, State, Zip: Maidens, Va. 23102

Phone: 804-758-2613

Phone: 804-815-4670

Francisco Display Fireworks, LLC: D. Ryan Francisco

Indemnification for Francisco Display Fireworks, LLC Fireworks Display

This contract for indemnification for display of fireworks at the above referenced Event display is made this 1st day of

February, 2024 by and between Francisco Display Fireworks,
LLC (Hereinafter called "FDF"),

and: Rosegill Farm LLC (hereinafter called "Property Owner"),

and: Town of Urbanna (hereinafter called "Event Party").

These parties agree to the following:

Recitals

Whereas FDF desires to provide a display of fireworks at an event of Event Party to be

held the on the 28th day of June, 2024

at: 1824 Urbanna Road, Saluda, Va. 23149 (address of display site)

and,

Whereas FDF is an organization who maintains its offices at 2018 Clays Mill School Road, Scottsburg, Va. 24589, and,



Whereas Event Party desires FDF to provide Event Party with a display(s) on the above date, and,

Whereas Event Party and Property Owner desire to be protected from any harm, damages, losses and annoyance caused by the acts or lack of action by FDF in relations to the fireworks display(s); and,

Whereas FDF desires to be responsible for any harm, damage, losses, or annoyance caused by its acts or lack of action, Therefore:

Terms and Conditions

I. Definitions

Indemnification: Means compensation for actual loss or damage.

Fireworks Display(s): means an entertainment feature(s) where the public or a private group is admitted or permitted to view the display or discharge of either display fireworks, consumer fireworks, proximate or theatrical fireworks or any combination thereof.

Display site: The place where the fireworks display will be held.

Property owner: The owner or other responsible party of the property where the display will be held.

AHJ - Authority Having Jurisdiction

FDF and Event Party agree and contract that the following outlined duties and responsibilities shall be performed by the parties indicated:

II. FDF Duties and Responsibilities:

- 1) Obtain a certificate of insurance in the minimum amount of \$1,000,000.00 for the display(s).
 - a) FDF shall be listed as the insured and will be insured against any and all liability deriving from the display(s), including but not limited to set up, performance, tear down, and clean up.
 - b) The Property Owner and the Event Party shall be listed as an additional insured and will be indemnified against any and all liability deriving from the display(s), including but not limited to set up, performance, tear down, and clean up, to the extent of the insurance.
 - c) FDF shall indemnify and hold harmless the Event Party, the Property Owner, and their members, managers, officers, employees, agents, and representatives, from and against any and all losses caused by, relating to, or in connection with the Fireworks Display.
 - d) The insurance certificate shall be obtained by FDF at least thirty days prior to the display.
- 2) All personnel of FDF present at the display site and working on or assisting in any aspect of the display(s) must have appropriate credentials as determined and issued by FDF.
 - a) The credentials issued will classify the personnel as a FDF crewmember, or other, as designated by FDF and limitation of privileges and property access specific to said credentials shall be at the sole determination of FDF.
 - b) All personnel shall sign the general waiver personally indemnifying FDF prior to obtaining credentials.
 - c) All personnel shall wear/display FDF credentials at ALL times when at the display site.
 - d) FDF shall patrol the setup area, display area, discharge area and evict any person not wearing/displaying FDF credentials.
- 3) The display site must be cleaned up within a timeframe established by the Property Owner. Unless otherwise directed and unless specific permission is granted by the Property Owner, the site shall be completely cleaned up by 12:00 PM on the second day following the display, weather permitting.



- a) Failure to clean up the display site in an adequate and timely fashion will result in forfeiture of up to 15% of the package price to the Property Owner.
- b) FDF shall be the sole person able to determine if the clean-up meets the requirements of FDF as specified in this contract.

4) This contract must be executed within 45 days of any oral agreements between FDF, Property Owner, and Event Party. Failure to do so will void any and all obligations made by FDF to Event Party and/or Property Owner.

5) Cancellation of the fireworks display(s), stipulated in this contract, by Event Party or Property Owner less than 180 days prior to the display date shall result in liquidated damages of any deposit paid to FDF.

III. Property Owner Duties and Responsibilities

In consideration thereof, Property Owner agrees to designate a clear area for the fireworks display consistent with the regulations contained in NFPA 1123 Code for Fireworks Display, Ed. 2010, and communicate it to FDF at least 1 week prior to the event.

- 1) Property Owner understands that the insurance obtained provides Property Owner with coverage only for accidents caused by FDF's negligence.
- 2) Property Owner agrees to allow truck and fire pumper access to the display area on the day of the display, and truck access the day allocated for clean-up.
- 3) If available within a reasonable distance to the display site, Property Owner agrees to allow FDF access to water for fire prevention.
- 4) Property Owner agrees to remove egregious amounts of dried grasses, hay and other material from the display site that might cause a fire hazard, as determined by FDF and Property Owner
- 5) Property Owner agrees to have a responsible person at the display site during the display, and is responsible for crowd control before, during and after the display. (State law.)

IV. Event Party Duties and Responsibilities:

- 1) Event Party understands that the insurance obtained provides Event Party with coverage only for accidents caused by FDF's negligence.
- 2) Event Party agrees to compensate FDF for any increases in permit and license costs mandated by AHJ.
- 3) In consideration of the fully adhered to and completed above stated conditions, Event Party agrees to pay FDF the sum specified on the attached Price sheet (the contract price) for a display to be performed on the Display Date specified above. A non-refundable deposit of 50% of the total sum is due to FDF upon signing this contract. The remainder is due 10 days before the display.
- 4) The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. The material used in the display is at the sole discretion of FDF. FDF will not be held accountable for not providing specific types of fireworks or colors in the material. FDF is not responsible if key individuals fail to appear at the appointed time for the display or fail to cooperate during the event, or for anyone missing any part, or all, of the display.

V. Miscellaneous

- 1) Parties agree that any litigation arising from this contract shall be brought to a mutually agreed-upon arbitrator within the State of Virginia and that the finding of the arbitrator shall be binding and control any and all claims, disputes, litigation, and interpretation related to this contract.



2) Danny “Ryan” Francisco is the sole owner of FDF and only company’s possessor of a Certificate of Pyrotechnician for the State of Virginia and North Carolina. Should Mr. Francisco be incapacitated to the point of being unable to attend/direct the display, and a suitable Certified Pyrotechnician cannot put on the display, this contract is null and void.

3) In the event of inclement weather, the display will be rescheduled. There will be a postponement fee of Fifteen percent (15%) of the total contract price if the display has left the warehouse. If the Sponsor notified FDF of postponement prior to display leaving warehouse, the postponement fee will be Five (5%) of the total contract price but no less than TWO HUNDRED AND FIFTY DOLLARS (\$250.00). In the event of a cancellation of the display, there will be a cancellation fee of Twenty-five percent (25%) of the total contract price.

4) In the event of excessive safety risks and factors, extraordinary circumstances or inclement weather which may cause the start of the display to be altered from the agreed upon time, every effort will be made by FDF to perform the display at the Sponsor’s request. Once the display has been setup and the fireworks loaded, only FDF and/or the Authority Having Jurisdiction shall have the right to advance or delay the start of the display or cancel it if it is deemed necessary. Demands for cancellation by the Sponsor once the display is ready for firing will result in One Hundred percent (100%) of the contract amount invoiced.

5) FDF reserves the right to terminate the display being exhibited by FDF in the event persons, vehicles, or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.

4) Any amendments, changes, or modifications to the terms specified by this contract shall be reduced to writing and signed by the parties before said changes are binding upon the parties.

Event Party: _____

Date: _____

Printed name: _____

Property Owner: _____

Date: _____

Printed name: _____

FDF: _____


Danny Ryan Francisco, Owner

Date: 2/1/2024

**Mail with initialed price sheet and deposit made payable to “Francisco Display Fireworks” to:
Ryan Francisco, Francisco Display Fireworks, LLC, 2018 Clays Mill School Road, Scottsburg, Va. 24589
Phone: (434) 579-7291**

Agenda Item Summary
February 22, 2024

DISCUSSION ITEM: 9a-COMPREHENSIVE PLAN

The Town of Urbanna's Comprehensive Plan was adopted in 2012. Seven years later a revision was done to primarily address Chesapeake Bay Preservation Act issues. Last year, another update was performed again to address Chesapeake Bay Preservation Act concerns. It could be argued that the Comprehensive Plan has been revised twice since its original adoption and that the most recent revision would allow for a five-year window for more attention to the document. Still, there are a number of aspects throughout the current plan that are worth completely updating such as demographic changes between 2010 and 2020 and the town's recent boundary line adjustment, which incorporates property that is not designated in the plan's Future Land Use section.

Staff has researched through the Middle Peninsula Planning District Commission, various options. These include consulting out which could cost upwards of \$75,000. Consulting out for diagnostic of the plan to see what is compliant and what is not. Certainly, a lesser amount, but more work - and associated cost - would follow. Compliance would focus on changes in state law which requires what Comprehensive Plans must have. This diagnostic in the alternative could be used by staff to address issues but not being a singular project, it would take time to fully complete.

Another suggestion that has been made which "has pluses and minuses", is to approach one of the state's universities with Urban Studies or Urban and Regional Planning Departments to see if the plan can be taken on as a capstone project. I can elaborate on that process if Council so desires.

In an attempt to hold down costs, yet provide the town with a good future road map, staff would like to pursue the possibility of the plan's revision being taken on as a capstone project unless Council has significant concerns. Please know this was discussed with the Planning Commission at their last meeting it the consensus was to pursue one of the lesser financially burdensome options.

Agenda Item 9b-Solid Waste Contract



TOWN OF URBANNA

390 VIRGINIA ST. SUITE B, PO BOX 179, URBANNA, VA 23175

PHONE: 804-758-2613, FAX: 804-758-0389

To: The Honorable Mayor and Members of the Town Council

From: P. S. T. (Ted) Costin, Administrator

Date: February 16, 2024

Subject: Solid Waste

We are confident a third proposal is coming in as we have had several contacts from the vendor including a quick face-to-face meeting this week. At this time, we do not have their proposal. We would like to be able to provide to you a comparison of all three interested parties. Hopefully, we will be able to do that prior to or at the meeting Thursday.

If you have any questions or concerns, please bring them forward.

Thank you.

Agenda Item Summary

February 22, 2024

DISCUSSION ITEM 9c: SECURITY CAMERAS

PHASE I

Waterman's Park:

- M3T - \$24,578
- Mid-Atlantic – No Bid
- Franktronics - \$929.96 *X*

Tabor Park:

- M3T –\$18, 644.15
- Mid-Atlantic - \$5,035.78
- Franktronics - \$2,335 *X*

Water Tower:

- M3T – \$16,734.24
- Mid-Atlantic - \$1,752.62
- Franktronics - \$1,442.86 *X*

Total using low bid: \$4707.82

Considerations:

- Long term maintenance/Hold time for playback
 - M3T – \$956.00/???
 - Mid-Atlantic - \$??/???
 - Franktronics – Make part of existing maintenance/Recording Retention and...

Recording Retention

This feature allows you to keep recordings for a specified period, after which they will be automatically deleted to free up storage space. Use the 'Auto' setting to optimize recording retention and prevent your system from ever running out of storage space.

Schedules

Set recording schedules for as many or as few cameras as you would like. This is useful for optimizing storage space and maximizing recording retention. One common example is for a business to configure a schedule to record only after-hours when no employees are around to monitor the site.

Recording Mode

Cameras can also be set to record Always (continuously, or only when a detection is triggered) or Never. Do this within the camera's settings.

The above pertains to all cameras that have been quoted, with the exception of the camera for Waterman's Park which will be limited by the size of the SD card for that camera. It is recommended for that camera to monitor one area (beach and steps to beach) to prevent picking up cars driving by to save way more space on that card.

Staff recommends moving forward to finalize a contract with Franktronics for council's subsequent consideration.

PHASE II

Town Hall:

- M3T – \$16,470.48
- Mid-Atlantic - \$3,505.24
- Franktronics - \$1,908.91 *X*

Museum:

- M3T – \$16, 582.44
- Mid-Atlantic - \$1,725.62
- Franktronics - \$1,732.98 *X*

Marina: 2nd Camera

- M3T – 19,195.32
- Mid-Atlantic - \$3,147.26
- Franktronics – 601.35 *X*

Grand total using low bid: \$8,951.06

Agenda Item Summary

February 22, 2024

DISCUSSION ITEM: 9d-POOL OPERATION

During the week of February 12, 2024, I held three meetings related to the pool. Two of these meetings were with pool management companies and the third was with our insurance carrier.

The first meeting was with a company that can do complete pool management; that is staff for on-site management, lifeguards, and pool maintenance (water testing for chemical balance making necessary adjustments). Another company is able to conduct the pool maintenance, but does not engage in staffing. Neither company would oversee concessions.

As to pool management, the town only received two applications for lifeguards; one with experience and one without. There has been no interest in the pool manager position. This is despite advertising in the local paper, utilization of social media to include the town's website, as well as one-on-one engagement with suggested individuals and persons expressing an interest, but then nothing more.

It is staff's position that further consideration should be given to the company capable of providing on-site management, lifeguards, and pool maintenance to the point of developing a proposal for services for the following reasons:

- This is an especially critical year for the pool as it is a restart of the service in a new facility. The town needs a baseline and their experience could be beneficial for years to come,
- Their ability to train in all aspects especially with the handling of toxic chemicals, and
- The low response to the town's employment opportunity, to the advertisements. As an aside, they have agreed to consider any applicants that we have or receive for employment.

On February 16 staff was approached by the school system to participate in a Job/School Fair on the 23rd. School personnel confirmed that the company capable of providing more services will be participating. Still, town staff could utilize that occasion to recruit for concession staff, given one caveat.

The third meeting was with our insurance carrier for a safety review of the new pool. They were favorably impressed with some aspects such as the No Diving placards completely around the pool, but still some issues of concern arose with the proposed relocation of the bleachers, the concession stand being used for storage of certain items as well as electrical arrangements with the stand. Storage can be altered, but the use of the concession stand's appliances relying on extension cords is unsafe and illegal. Placing any persons in it to work jeopardizes OSHA violations and insurance coverage. To have a concession stand available this year, the concession stand must be brought up to code (hard wired). If this is not done, there is no need to recruit for concession staff.

During the visit it was noted, the posted hours of operation for Tabor Park are 5 AM to Midnight. For comparison, Waterman's Park is Dawn to one-half hour after Dusk.

Barring any concerns from council, staff proposes proceeding to:

- Pursue engagement with the company that can provide all pool related staffing and daily operational maintenance.
- Proceed to bring the concession stand up to code.
- Re-posting Tabor Park to align with Waterman's Park.

**Agenda Item Summary
February 22, 2024**

DISCUSSION ITEM 9e: OVERPAYMENT OF BANK FRANCHISE TAX

Recently, it came to our attention that a bank franchise tax payment provided to the town during its Fiscal Year 22-23 was in error with an overpayment of approximately the \$102,000.

The adopted Fiscal Year 23-24 budget did not reflect this entire revenue, but rather approximately half of which the new corrected figure indicates is covered. On February 6, 2024, the bank placed the town on notice that reimbursement was expected within 30 days. Upon inquiry it was confirmed no penalty or interest would apply as this was a bank error.

A proposal was made to pay 50% of the amount owed, which is \$51,351.50 in this current fiscal year with the remainder being paid in the town's next fiscal year. These payments would occur within the same financial year for the bank. A counter proposal was made by the bank to withhold this fiscal year's payment and for the town - in the same fiscal year - to make the remainder of the payment. It was pointed out to them that this would still amount to a \$102,703.00 "hit" on our budget which is approximately 5% of the combined total for the town within the same fiscal year. The original payback over two fiscal years was agreed to by the bank.

The Treasurer believes that this year's payment could be made through the operating account with no need to touch our certificate of deposit, operating reserve. Our current budget does not reflect receiving bank franchise revenue at approximately \$161,000. Instead, we budgeted for \$55,000 out of an abundance of caution in light of the revenue projections.

Staff will proceed with this plan as presented unless Council has concerns.