



Urbanna Town Council
REGULAR & 2026 ORGANIZATIONAL MEETING
Thursday, February 12, 2026 - 6:00pm
Middlesex Volunteer Fire Department
330 Virginia Street, Meeting Room
Urbanna, Virginia

AGENDA

1. Call to Order
2. Approval of Electronic Participation by a Council Member (if needed)
3. Roll Call
4. Pledge of Allegiance
5. Review and Adoption of Meeting Agenda
6. Approval of Minutes
 - a. January 22, 2026 Work Session Draft Minutes
7. Reports
 - a. Staff Reports
 1. Town Administrator
 2. Treasurer
 3. Town Clerk
 - b. Committee Reports
 1. Finance
 2. Water
 3. Events
 4. Personnel
 - c. Other Reports
 1. Friends of Urbanna
 - a. Museum Monthly & Annual
8. Public Comment 1 & Council Response to Public Comment 1
9. Old Business
 - a. Engineering Contract
10. New Business
 - a. Resolution 2026-001 – Support Funding to Repair/Replace Marina Bridge
 - b. July 4, 2026 Activities
 - c. Resolution 2026-002 – Bylaws Update
11. Public Comment 2 & Council Response to Public Comment 2
12. Council Announcements & Requests
13. Closed Meeting (if needed)
14. Adjourn or Recess



Agenda Item Summaries – Opening the Meeting
FOR ALL REGULAR MEETINGS & WORK SESSIONS

Agenda Item: 1 – CALL TO ORDER

Mayor calls the meeting to order at 6:00 p.m. or as close thereto as possible, but not before.

Agenda Item: 2 – ELECTRONIC PARTICIPATION (if necessary)

Mayor: Councilmember _____ has requested to participate electronically in tonight's meeting due to [*state reason]. May I have a motion to approve?

Sample Motion: I move to approve Councilmember _____'s electronic participation in tonight's meeting due to [*state reason].

Motion, Second, Discussion, Voice Vote (all in favor, any opposed)

*Allowed reasons for electronic participation per § 2.2-3708.3 of the Code of Virginia:

1. The Councilmember has a temporary or permanent disability or medical condition that prevents their physical attendance.
2. The Councilmember must provide care to a family member due to a medical condition or to a person with a disability at the time the public meeting is being held thereby preventing their physical attendance.
3. The Councilmember's principal residence is more than 60 miles from the meeting location identified in the required notice for such meeting.
4. The Councilmember is unable to attend the meeting due to a personal matter and identifies with specificity the nature of the personal matter. (This reason cannot be used more than six times per year.)

If participation is approved, the minutes must state the remote location from which the member participated; however, the remote location need not be open to the public and may be identified in the minutes by a general description.

Agenda Item: 3 – ROLL CALL (ATTENDANCE)

Mayor determines a quorum then calls roll (or directs clerk to call roll) for attendance purposes.

Agenda Item: 4 – PLEDGE OF ALLEGIANCE

Those able, stand for the Pledge of Allegiance led by the Mayor.

Agenda Item: 5 – REVIEW AND ADOPTION OF AGENDA

Mayor calls for changes to or adoption of the agenda.

Sample Adoption Motion: I move to adopt the agenda as presented.

Sample Change Motion(s): I move to [add, remove, move] the discussion of _____ as/to Item _____ on this agenda.

Motion, Second, Discussion, Voice Vote (all in favor, any opposed)



TOWN COUNCIL

Agenda Item Summary

FEBRUARY 12, 2026

Agenda Item: 6 – APPROVAL OF MINUTES

a. January 22, 2026 Work Session Draft Minutes

Fiscal Impact: None

Staff Recommendation: Review the draft minutes and offer any amendments. Amendments can be made by consensus of the Council. Then, approve the minutes, either as presented or with the amendments discussed.

Council Action Requested: Yes

Sample Adoption Motion: I move to approve the January 22, 2026 minutes as presented [or, with the discussed amendments made by consensus of the Council].

Motion, Second, Discussion, Voice Vote (all in favor, any opposed)

**DRAFT MINUTES
TOWN OF URBANNA TOWN COUNCIL
WORK SESSION OF JANUARY 22, 2026**

A work session of the Town Council of the Town of Urbanna, Virginia, was held on the 22nd day of January, 2026 beginning at 6:00 p.m. in the Council Chambers of Town Hall located at 390 Virginia Street, Suite B in Urbanna, VA.

AGENDA ITEM 1. CALL TO ORDER

Mayor Goldsmith called the meeting to order at 6:02pm.

AGENDA ITEM 2. APPROVAL OF ELECTRONIC PARTICIPATION BY A COUNCIL MEMBER

Not necessary.

AGENDA ITEM 3. ROLL CALL OF MEMBERS

Marjorie Austin Absent
Larry Chowning Present
Alana Courtney..... Present
Mayor Bill Goldsmith Present
Merri Hanson Present
Beth Justice Absent
Robbie Wilson Present

Others Present:

Ted Costin, Town Administrator
Michele Hutton, Town Treasurer
Christine Branch, Town Clerk
Andrea Erard, Town Attorney
Members of the public

AGENDA ITEM 4. PLEDGE OF ALLEGIANCE

The Mayor led the Pledge of Allegiance.

AGENDA ITEM 5. REVIEW AND ADOPTION OF MEETING AGENDA

Councilmember Hanson made a motion to approve the agenda as presented.

Councilmember Wilson seconded. The Mayor called for any discussion. All were in favor with none opposed. The motion passed 5-0 w/2 absent.

AGENDA ITEM 6. PUBLIC COMMENT 1 & COUNCIL RESPONSE TO PUBLIC COMMENT 1

There were no speakers.

AGENDA ITEM 7. WORK SESSION MATTERS

7a. Council Priorities for 2026

Mr. Costin presented the issues identified by Council as priorities for the 2026 calendar year.

Councilmember Hanson said priorities should be set to include future goals rather than just putting out current fires.

Councilmember Wilson said we need to create a long-term plan for updating and maintaining the water system including phases and timelines and identifying what problems may be coming down the road. Mayor Goldsmith said the Town will also be required to dig another well in about seven years.

Councilmember Courtney said she has heard rumblings of dissatisfaction regarding the Payne's Landing property. Mr. Costin said planting is to begin in the spring.

Regarding the Marina, Mayor Goldsmith said the Town is contractually obligated to maintain access to transient boaters through December 31, 2035 because of grant funds received.

Regarding the height of buildings on the waterfront, Mr. Costin said this would be part of the Zoning Ordinance update and should be considered and addressed along with the additional dwelling unit concerns. He said addressing multiple issues at the same time would save the Town money in areas such as public hearing advertising and code updating. Mr. Costin will also check to see if the General Assembly will be addressing ADU issues again this session.

After much discussion, the priorities for 2026 were set as follows:

1. Bridge to Marina
2. Water System
 - a. Pump House Repairs
 - b. Water system distribution line renovations in consideration of public safety/fire suppression.
3. Town Hall
 - a. Complete move to 300 Virginia Street
 - b. Find, fund, develop council chambers space
4. Expansion of Town boundary lines (to increase tax base and encompass current water system users)
5. Address shortfall of pool revenues
6. Funding for Marina upgrades
7. Personnel Policy

Mr. Costin circulated a letter of support for obtaining grant funding for the repair/replacement of the Marina Bridge amongst Council for their signatures. He said letters of support are not required but are helpful and encouraged according to Representative Wittman's office.

AGENDA ITEM 8. ACTION ITEMS

8a. Approval of January 8, 2026 Regular Meeting Draft Minutes

Councilmember Chowning made a motion to approve the January 8, 2026 minutes as presented. Councilmember Courtney seconded. The Mayor called for any discussion. All were in favor with none opposed. The motion passed 5-0 w/2 absent.

8b. Personnel Policy Review

Ms. Erard presented a draft of Chapter 2 of the updated Personnel Policy. She said she was using a template provided by the Virginia Risk Sharing Association (VRSA), who insure the Town and have specific criteria that must be met for personnel manuals.

Ms. Erard said her goals for updating the policy are:

1. Review it in bite-sized pieces,
2. Structure the review such that federal policies can be easily updated without needing to fully overhaul the entire manual,
3. Get input from current staff and Council, and
4. Produce a manual specifically tailored to the Town.

She said she will prioritize the chapters where the laws have changed the most.

Ms. Erard went over probation (line 208) and Council discussed their issues of concern.

Ms. Erard went over the definition and differences between Exempt and Nonexempt employees and the differences between comp time and overtime (line 491).

Ms. Erard explained the concept of a Sick Leave Bank (line 1535).

Council will review the draft of Chapter 2 and come up with their questions and concerns for Ms. Erard to address at a future meeting.

8c. Agreement – Middlesex Volunteer Fire Department (VFD)

Mr. Costin presented a draft agreement with the Middlesex VFD for the usage of meeting space for Town Council and other public meetings. The cost would be \$100 per meeting. Larger public meetings such as Council, Planning Commission, HARB, and BZA would be held at the firehouse. Committee meetings could be held in the Town conference room since they are smaller and don't draw as much public participation. Ms. Hutton said the fee helps cover heating and cooling costs at the firehouse.

Mr. Costin said staff looked at the space and found it suitable. We will take the Life Touch monitor to the firehouse to use for recording meetings and viewing presentations. The microphones and camera equipment currently in chambers will be stored for future use. Using the Life Touch means members will need to speak clearly in order to be picked up and audience members will need to be aware that any whispering to each other may also be picked up and recorded.

Councilmember Hanson made a motion to adopt the Agreement with the Middlesex Volunteer Fire Department for the purpose of using their Event Hall as meeting space for the Urbanna Town Council and other entities of the town for public meetings until a more permanent facility is constructed. Councilmember Wilson seconded. The Mayor called for any discussion. The Mayor called the roll:

Marjorie AustinAbsent
Larry ChowningAye
Alana CourtneyAye
Mayor Bill Goldsmith.....Aye
Merri HansonAye

Beth JusticeAbsent

Robbie Wilson.....Aye

The motion passed 5-0 w/2 absent.

AGENDA ITEM 9. PUBLIC COMMENT 2 & COUNCIL RESPONSE TO PUBLIC COMMENT 2

William Mayo of Rappahannock Avenue said the Town used to have a height requirement for buildings in the past.

Mayor Goldsmith said yes, it is part of the Zoning Ordinance and there has been a request to consider reducing it.

Councilmember Courtney said people building up the land height needs to be addressed.

Mr. Costin said the building height is based on ground elevation.

AGENDA ITEM 10. COUNCIL ANNOUNCEMENTS & REQUESTS

There were no announcements or requests.

AGENDA ITEM 11. CLOSED MEETING (if necessary)

A closed meeting was not held.

AGENDA ITEM 12. ADJOURN OR RECESS

Councilmember Courtney made a motion to adjourn. All were in favor with none opposed.

The meeting was adjourned at approximately 7:30pm.

Respectfully submitted,
Christine H. Branch, Town Clerk

Approved by Council: _____

ATTEST:

Christine H. Branch, Town Clerk



TOWN COUNCIL

Agenda Item Summary

FEBRUARY 12, 2026

Agenda Item: 7 – REPORTS

a. Staff Reports

1. Town Administrator – Ted Costin
2. Treasurer – Michele Hutton
3. Town Clerk – Christine Branch

b. Committee Reports – each committee chair will present their report

1. Finance
2. Water
3. Special Events
4. Personnel

c. Other Reports – for informational purposes only; no presentations will be made

1. Friends of Urbanna January 2026 Report
 - a. Museum Monthly (August-December 2025) & Annual Reports



TOWN OF URBANNA

300 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 Urbanna Town Council

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

Date: February 3, 2026

Subject: January 2026 Report given February 2026

I met with a representative of the Friends of Urbanna along with the contractor who had done prior work on the Museum to discuss maintenance and other needs. Other than multiple National Weather Service calls, no significant meetings were attended.

The National Weather Service calls concerned the two separate Winter Weather events. Resulting issues included closing iced lots, broken street valve covers, additional office closing, and additional VDOT road treatment.

The marina bridge remains a focused priority. I remained in contact with Rep. Whitman's office; attending a pre-proposal webinar, as well as Del. Hodges's office, and by the time of your meeting will have presented a request for funds to the Board of Supervisors for Middlesex County. Key now is entering a contract for a temporary solution. I was advised the grant plan for the Urbanna Kayak Trail sought by the EDA has been fully approved.

Dominion addressed one of three pole bases along Virginia Street and a local contractor has been tasked to reset pavers at the others. Weather has delayed that action.

Responded to potential use of Museum/Store for a documentary by CBN on an aspect of the Revolutionary War. Facility was not satisfactory, but it and other features of the town are now on their radar for future like projects.

The water tank was inspected externally. We still await the results of the water tank's external inspection. We have no start date for the well house repair. The contractor has ordered all parts and is awaiting delivery. We have agreed it will be prudent to have them on site before starting, but they recognize we want lead time as during that repair, water conservation measures will be encouraged and that messaging will begin in advance of the activity.

Issued RFP for Food Service at the Pool. No responses yet, but due date is some days away.

The weather delayed the office move, but it was completed on January 30 and the keys to the building returned that evening to the owner's representative. I would like to thank Council Member Wilson and Mayor Goldsmith for their assistance. I will note that we received an unsolicited communication from the Mullins advising us that due to the weather, we could extend without cost. I thanked them for the offer. After completion of the move I advised them that having been closed for a week because of the weather's delay of the move we pushed through to get back to normal operations. Again, I thanked them for the offer.

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

Thank you.



Treasurer's Report

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

Account Balance thru 12/31/2025	Prior Year 12/31/24	Prior Month 11/30/25	Statement Date 12/31/25
Primis Bank General Operating Bank Account	1,132,775.73	1,143,377.04	580,720.73
Renter Water Deposits	-18,276.66	-20,401.66	-20,401.66
Net Operating General Bank Account (Adjusted Bal)	1,108,722.48	1,136,829.91	575,941.04
Primis – USDA Well Replacement reopened (8/2/24)	64,847.26	24,868.16	20,505.55
C&F Bank Historic Trust (new 3/1/2023)	62,120.19	64,916.00	66,596.03
C&F Bank - Water Fund Reserve (13 mo CD) 12/16/26	120,723.73	125,149.79	Next interest 1/15/26
C&F Bank – General Fund Reserve (13 mo CD) 12/16/26	99,877.26	103,539.04	Next interest 1/15/26
C&F Bank -Operating Reserve (13 mo CD) 12/16/26	418,330.12	433,667.26	Next interest 1/15/26
Taber Trust – Account Value	1,034,480.76	1,160.776.99	1,162,919.55
Taxes listed below are collected for prior month(s)	12/31/24	11/30/2025	12/31/25
Meals Tax collected in December	15,974.11	17,676.99	13,290.90
Lodging Tax collected in December	2,737.22	3,306.60	1,267.39
Cigarette Tax collected in December	580.95	491.95	547.73

EXPENDITURES:

- \$608,275.75 from operating account to purchase 300 Virginia Street
- \$20,825.00 Re-imbursed Oyster Fest for business licenses, this re-imburement is to help cover the cost of security.

REVENUE:

As of 1/20/2026

- Real estate (RE) & personal property taxes (PPT) collected
RE: \$251,534.83 & PPT \$9,358.54 (see page #4).
DELINQUENT
 - RE \$16,796.18
 - PPT \$14,081.56

January 2, 2026
12:46 PM

Meals Tax

Town of Urbanna
2026 Revenue Summary by Month

Range of Accounts: 100-12110-0001 to 100-12110-0001 Start Month: July Start Year: 2025
Type: Revenue Activity Includes Accounts with Zero Activity: N Year To Date As Of: 01/02/26
Subtotal CAFR: No

Account No	Description	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Total	Jul							
100-12110-0001	Meals Tax - Local							
100651.11	16394.51	21923.87	17179.60	14185.24	17676.99	13290.90	0.00	0.00
Fund Total								
100651.11	16394.51	21923.87	17179.60	14185.24	17676.99	13290.90	0.00	0.00
Grand Total	Count: 1							
100651.11	16394.51	21923.87	17179.60	14185.24	17676.99	13290.90	0.00	0.00

January 2, 2026
12:45 PM

Lodging Tax

Town of Urbanna
2026 Revenue Summary by Month

Range of Accounts: 100-12100-0001 to 100-12100-0001 Start Month: July Start Year: 2025
Type: Revenue Activity Includes Accounts with Zero Activity: N Year To Date As Of: 01/02/26
Subtotal CAFR: No

Account No	Description	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Total	Jul							
100-12100-0001	Lodging Tax							
18930.11	4273.19	4821.65	1975.45	3285.83	3306.60	1267.39	0.00	0.00
Fund Total								
18930.11	4273.19	4821.65	1975.45	3285.83	3306.60	1267.39	0.00	0.00
Grand Total	Count: 1							
18930.11	4273.19	4821.65	1975.45	3285.83	3306.60	1267.39	0.00	0.00

Water Sales

January 2, 2026
12:41 PM

Town of Urbanna
2026 Revenue Summary by Month

Range of Accounts: 500-17010-0001 to 500-17010-0001 Start Month: July Start Year: 2025
Type: Revenue Activity Includes Accounts with Zero Activity: N Year To Date As Of: 01/02/26
Subtotal CAFR: No

Account No	Description	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Total	Jul								
500-17010-0001	Water Sales Charges								
208288.71	55355.82	11198.46	23023.65	90790.69	0.00	27920.09	0.00	0.00	0.00
Fund Total									
208288.71	55355.82	11198.46	23023.65	90790.69	0.00	27920.09	0.00	0.00	0.00
Grand Total	Count: 1								
208288.71	55355.82	11198.46	23023.65	90790.69	0.00	27920.09	0.00	0.00	0.00

**10/14/2025 HRUBS overpaid water \$37,023.12
instead of taking the funds back, they debited the
overpayment until paid back in full.
12/17/2025 over payment was paid and we are
receiving daily deposits from HRUBS.**

January 20, 2026
10:57 AM

Town of Urbanna
2026 Revenue Summary by Month

Real Estate

Range of Accounts: 100-11010-0001 to 100-11010-0002 Start Month: July Start Year: 2025
Type: Revenue Activity Includes Accounts with Zero Activity: N Year To Date As Of: 01/20/26
Subtotal CAFR: No

Account No	Description	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Total									
100-11010-0001	Current Real Estate Taxes								
249065.80		110.00	0.00	220.00	25931.15	146172.35	74071.77	2560.53	0.00
100-11010-0002	Real Estate Tax - Delinquent								
2469.03		0.00	2458.89	0.00	0.00	0.00	10.14	0.00	0.00
Fund Total									
251534.83		110.00	2458.89	220.00	25931.15	146172.35	74081.91	2560.53	0.00
Grand Total	Count: 2								
251534.83		110.00	2458.89	220.00	25931.15	146172.35	74081.91	2560.53	0.00

January 20, 2026
10:59 AM

Personal Property

Town of Urbanna
2026 Revenue Summary by Month

Range of Accounts: 100-11030-0001 to 100-11030-0002 Start Month: July Start Year: 2025
Type: Revenue Activity Includes Accounts with Zero Activity: N Year To Date As Of: 01/20/26
Subtotal CAFR: No

Account No	Description	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Total									
100-11030-0001	Current Year Personal Property								
9192.51		62.42	28.44	17.11	1644.19	3363.92	4069.02	7.41	0.00
100-11030-0002	Delinquent Personal Property								
166.03		0.00	0.00	1.73	164.30	0.00	0.00	0.00	0.00
Fund Total									
9358.54		62.42	28.44	18.84	1808.49	3363.92	4069.02	7.41	0.00
Grand Total	Count: 2								
9358.54		62.42	28.44	18.84	1808.49	3363.92	4069.02	7.41	0.00



MEMORANDUM

Date: February 12, 2026

To: The Honorable Mayor and Members of the Town Council
Town Administrator

From: Christine H. Branch, Town Clerk

Subject: Monthly Clerk's Report

COMPLETED

- Assisted with move to new Town Hall.
- Set up equipment in new public meeting space.

CURRENT/ONGOING PROJECTS

- Log all Town Council actions, Resolutions, and Ordinances.
- Organize all ordinances passed since Town Code was updated. Send to Municode for inclusion once Council formally adopts the new code.
- Unpack, sort, scan, and file all Town documents.
- Continue working on records management policy and procedure, naming conventions, and standardized electronic & paper filing systems.
- Continue updating website and Facebook with current information and links.

FUTURE PROJECTS

- Overhaul website and write social media management policy.
- Work with Franktronics on implementing internal data security and server upgrade.
- Meet with staff to develop and implement file naming conventions and discuss records management needs.

PROFESSIONAL DEVELOPMENT

- From Hassle to Habit: What Municipal Leaders Miss About Cybersecurity
- Periodic NWS Wakefield Briefings

Friends of Urbanna Report to Urbanna Town Council

January 2026

Background information:

Historically, The Friends of Urbanna has provided reports to the Council to inform and update on activities related to the Scottish Factor Store and Visitor Center. The earlier appointment of our organization as advisors to the Town on the Scottish Factor Store was reaffirmed in January 2025 by the Town Council. As required by this latest memorandum of understanding, we have continued presenting reports on the activities and projects we are working on to preserve, enhance and promote the Museum and its valuable assets. Additionally, we include the monthly activity reports from the Museum that state visitor activity and other quantifiable information such as visitors, products sold, donations on site, etc.

Past Activities at the Scottish Factor Store Museum:

- Inside: Restoration projects to revive the look and feel of the original Scottish Factor Store have been completed and are providing the back drop for visitor presentations / discussions on what role the Scottish Factor Store played in colonial times in Urbanna.
- Outside: Friends of Urbanna raised funds to engage the Historic Architectural Firm of Messick Cohen Baker to assess and report on the condition of the porch of the Factor Store in 2022. A cost estimate for this repair work was received in 2024 from a company well known in this area for their work on historic properties. That cost estimate was approximately \$250,000. Copies of the Messick Cohen Baker report have been received by the Town and are on file there.
 - **Update:** Aubrey Hall has met with John England regarding the status of the porch and subsequently conferred with the architects who agreed that the front brick wall of the porch does not need to be replaced. The consensus is that the needed funds will be less than the estimated \$250,000.
- As reported earlier: In the fall of 2024, Friends of Urbanna and the Town Administrator met with the Department of Historic Resources for the Commonwealth of Virginia (DHR) for their periodic review of the easement on the Scottish Factor Store property. This easement on the deed of the property requires notification and approval of any work on this property (grounds or building) prior to execution of any work. This information was new to Friends of Urbanna and we now have a contact and will work with her on all projects effected by this easement. This easement includes any work or excavation of any type on this property. As you will note, we are maintaining contact with DHR on all our findings and work.
- As mentioned in reports in 2024, we were concerned about cracks in the brick work on the back corners on both sides of the building. Following additional consultation with the Architects, we decided to address the cracks in the brick work before the porch work. We engaged Kevin Nieto, considered the foremost expert in colonial masonry in the area and he was contracted and has completed the repair work. Concern for this condition was also discussed with the representative of DHR during her site visit in 2024 and subsequently she approved not only the work but highly endorsed the use of Mr. Nieto for this work.
- **Discovery of additional lentil work needed** on all openings of the building, found by Kevin Nieto while doing the brick repair work.
 - We discussed findings with DHR as required by the easement on the Building Deed
 - They gave approval to pursue repair work with Kevin Nieto (approved contractor by DHR)
 - We have quotes and have reached out to schedule work with Mr. Nieto as soon as he is available.
- **Discovery of water issue on the back wall of the museum** during the brick work.
 - Discussed the issue with DHR and got their approval to dig to find if there is a drain along the back side of the building.
 - Small hole was dug and there is something approximately 18" down along the back of the building.
 - Contacted DHR regarding this issue for repair.

- We engaged Laneview Environmental to assess the conditions and found that there is a French drain that was installed at the time the restrooms were installed at the museum – approx. 23 years ago.
- We reported findings that the drain pipes from the back to the street on both sides of the building seem to be open however, water is seeping into the building along the back wall. A water proofing paint was applied to the interior of the back wall at the time the restrooms were installed.
- We have identified the original contractor, Mr. Joe Heyman, who did the drain work. He visited the site on Jan 13, 2026 and met with Aubrey Hall of Friends of Urbanna, Town Administrator, Ted Costin. Mr. Heyman also brought copies of the construction drawings and documents to the meeting.
 - The immediate suggestion for repair of this back wall inside the museum is to clean up the interior back wall and repaint with a waterproofing paint.
 - Friends of Urbanna are researching contractors for this work and will report findings back to the Town Administrator.
 - This is a first priority item for estimate and repair as it is causing dampness on the inside back wall of the building.

Upcoming early 2026 activities

- Annually, since 2019, Friends of Urbanna has sponsored and coordinated an essay contest in conjunction with the St. Clare Walker Middle School for the 6th graders. Each year we give recognition to the top 10 contestants and financial recognition to the top 5 contestants. Last year, once again, the awards were announced and presented at the Middle School in front of all the 6th grade students and as many parents as could attend. As you know, we have presented the first-place winner to the Council for formal recognition. This program is not only well received by the school and students but is a vital part of our grant writing and fundraising efforts.
 - FOU will conduct the annual 6th grade essay contest – scheduled for Feb/March 2026
 - Awards presentation will be held at the school auditorium for classmates and family members.
- This year we will also work with the 6th grade teachers, at their request, to promote more of the history of our Town by participating in an annual event sponsored by the Friends of the Rappahannock at the waterfront on marine life and activities. The teachers wanted to expand this to an all-day hands on educational event. Our participation will bring all of the middle school 6th graders to the Museum for a presentation by Dr. Robusto on James Mills and his importance to Urbanna. The children will participate in a “history hunt” through the Museum in the Streets signs all over town. At lunchtime the students will gather at the Museum for a picnic in the back yard. We are pleased and find it a nice honor to be asked by the school to continue to educate our young people about the significant and deep history of our Town and the Museum.

Fundraising / awareness:

- We continue to pursue large grants to fund the porch work as identified by the Architectural Firm and estimated to be \$250,000. Friends of Urbanna currently has \$50,000; the \$60,000 plus tobacco tax fund accumulated by the Town and additional funds from an annual disbursement from Middlesex County through MOM. The amount given by MOM in 2025 was \$12,750 more than twice what has been received in the past from MOM.
- We secured a matching grant for \$25,000 from the Cabell Foundation to help address the structural concerns of the building. We met that matching requirement in November 2024 with another grant and numerous personal donations.
- We have received four grants from The River Counties Foundation which have funded projects such as: the architectural study mentioned above, funds for the cabinet/shelving work in the store and other smaller projects. We are preparing another grant request this year.

- In the fall of 2024, we applied for a grant (\$150,000) from The Department of Historic Resources for the Commonwealth of Virginia – the VA 250 project and were notified in December that we were not awarded this grant.

Support for Scottish Factor Store Museum activities:

- Friends of Urbanna provide support as needed and requested for special events or holidays in Urbanna. Founders Day, Wine / Oyster Stroll, Oysterfest, Arts in the Middle booth support, map presentations, etc.
- The Friends of Urbanna donate many hours and resources to raise funds and coordinate projects for the support of this important building and its contents, time and resources that save the Town money.

Future Fundraising efforts on behalf of the Scottish Factor Store Museum.

- We have submitted 6 grant requests and received funds from 5 of those requests.
- We are continually looking for and pursuing additional grant possibilities.
- Community cooperation is important to us as an organization. We have received donations and volunteer support from many individuals in our community and from the Town.
- Our members also serve on other community related organizations such as MOM (Museums of Middlesex), Middlesex VA250 Committee, Urbanna Main Street and UBA. We support each other to support the Town.

August 2025 Museum Monthly Report

Visitors: 410 total (note: last year, August 2024, total for the month was 188 visitors)

Total Gift Donations: \$959.25

Credit Card- \$683.50

Cash- \$275.75

Donations in Box: \$ 117.00

Staffing:

2 paid docents worked 87 total hours

4 volunteers worked 30 hours total (does not include FOU volunteer hours)

Upcoming Events:

We have a group scheduled for a map presentation on September 20th with Dr. Robusto.

The museum has signed up to participate in the Urbanna Business Association's *Great Scarecrow Show-Off* contest for the month of October.

The museum plans to participate in the Wine-Oyster stroll on October 11 from 2-5. The town will need to obtain the ABC license as in the past. FOU volunteers are available to assist museum staff with the event.

The museum has begun decorating planning for Holiday Home Tour, December 6, 2025. Plans are underway for colonial themed holiday decorations.

Past Events:

Founders Day on August 2, 2025 was a success! There were 210 visitors with a total of \$387.25 in gift donations. Volunteers (Kathy Newcomb) served lemonade and cookies on the porch as well as there was a colonial brick demonstration from the Saluda Museum. Dr. Robusto provided map presentations and costumed FOU volunteers were available at the museum and around town. The encampment was very popular and interactive for guests of all ages.

Current Museum Needs:

We continue to restock our gift inventory, which is becoming more and more popular, keeping Oyster Festival and other fall events in mind as well as holiday shopping.

The museum security system seems to be now working consistently. The security company made repairs and maintenance to the system.

Scottish Factor Store Museum rack cards will be provided for give-away bags for both the Oyster Wine Stroll and Oyster Festival in collaboration with Museums of Middlesex.

September 2025 Museum Monthly Report

Visitors: 125 total (one scheduled map presentation)

Total Gift Donations: \$387.50

Credit Card- \$208.50

Cash- \$179.00

Donations in Box: \$ 77.00

Staffing:

2 paid docents worked 67 total hours

3 volunteers worked 21 hours total (does not include FOU volunteer hours)

Upcoming Events:

The museum has signed up to participate in the Urbanna Business Association's *Great Scarecrow Show-Off* contest for the month of October. **Come see our Colonial Scarecrow, "Ralph"**. We are encouraging folks to get a picture with him!

The museum plans to participate in the Wine-Oyster stroll on October 11 from 2-5. We have obtained the ABC license as necessary at the event. FOU volunteers are available to assist museum staff with the event. 2 wines will be tasted with a light snack.

Oyster Festival- volunteers and Christchurch School students to assist paid staff is being planned. Music as in previous years will be on the porch. Museum hours Friday and Saturday will be 10-4.

The museum continues decorating planning for Holiday Home Tour, December 6, 2025. Plans are underway for colonial themed holiday decorations.

Past Events:

This month, Dr Robusto presented the Mitchell Map to a group of 22 adults from Indian Creek Yacht Club. The group intends to send a donation by check.

Current Museum Needs:

We continue to restock our gift inventory, which is becoming more and more popular, keeping Oyster Festival and other fall events in mind as well as holiday shopping.

October 2025 Museum Monthly Report

Visitors: 195 total (includes Oyster-Wine Stroll and one scheduled school group)

Total Gift Donations: \$599.00

Credit Card- \$311.00 (\$25 was straight donation by card)

Cash- \$288

Donations in Box: \$ 97.00

Staffing:

2 paid docents worked 83 total hours

5 volunteers worked 15 hours total (does not include FOU volunteer hours)

Upcoming Events:

Oyster Festival- volunteers and Christchurch School students to assist paid staff is planned. Music as in previous years will be on the porch. Museum hours Friday and Saturday will be 10-4.

The Scottish Factor Store is on the Urbanna Holiday Home Tour- December 6, 2025. Plans are underway for colonial themed holiday decorations.

Past Events:

In November a small group of 4th graders from Middlesex Elementary visited the museum.

The museum participated in the Urbanna Business Association's *Great Scarecrow Show-Off* contest for the month of October. We received lots of positive feedback on our Colonial Scarecrow "Ralph".

The Wine-Oyster stroll on October 11 was a positive event for the museum. Approximately 80 strollers visited the museum. 2 wines were served and guests enjoyed a light snack.

Current Museum Needs:

Nothing at this time.

**We did receive a comment card "Fascinating! Wonderful experience- Thank you for hosting this treasure!"*

November 2025 Museum Monthly Report

Visitors: 463 total (includes Oyster Festival- 418 Friday & Saturday)

Total Gift Donations: \$1147.00

Credit Card- \$895.00

Cash- \$214.00

Donations in Box: \$ 38.00

Staffing:

2 paid docents worked 64 total hours

11 volunteers (includes 7 Christchurch students for O'Fest) worked 28 hours total (does not include FOU volunteer hours)

Upcoming Events:

The Scottish Factor Store is on the Urbanna Holiday Home Tour- December 6, 2025. Amy Denning is leading the Colonial themed decorations. Costs will be shared with the Friends of Urbanna. The museum will have hot cider available and there will be Colonial singers from 1-2. Friends of Urbanna members will be in costume throughout the day. Friends of Urbanna members will be in costume throughout the day. The museum will also be open to regular visitors as well.

Past Events:

Oyster Festival- volunteers and Christchurch School students assisted paid staff. Museum hours Friday and Saturday were 10-4. 418 people visited the museum over the two days.

A small group of 4th graders from Middlesex Elementary visited the museum.

Current Museum Needs:

Nothing at this time.

After Christmas the museum will move to Friday and Saturday open hours for January-March. Scheduled visits will be available as there is interest. Return to Thursday-Sunday open hours will resume in April.

December 2025 Museum Monthly Report

Visitors: 180 total (includes Christmas House Tour- 150)

Total Gift Donations: \$609.74

Credit Card- \$163.99

Cash- \$445.75

Donations in Box: \$154.00

Staffing:

2 paid docents worked 44 total hours

2 volunteers worked a total of 32 hours (does not include FOU volunteer hours)

Upcoming Events:

The final regular day the museum will be open prior to Christmas is Sunday June 21st. We will re-open January 2nd with winter hours, Fridays & Saturdays 11-4.

Past Events:

The Scottish Factor Store was on the Urbanna Holiday Home Tour- December 6, 2025. Amy Denning led the Colonial themed decorations. Costs were shared with the Friends of Urbanna. The museum had hot cider and cookies available and the Williamsburg Colonial singers performed. Friends of Urbanna and museum staff were in costume throughout the day. The event was well attended (150) and the decorations received many compliments.

Current Museum Needs:

2026 planning to continue participation in town wide and community events:

- St Claire Walker 6th grade Essay Contest
- Founders Day
- Urbanna Wine-Oyster Stroll
- Urbanna Oyster Festival
- Holiday Open House

2025 Museum Yearly Report

Total Visitors: 1,983 (1,565 for 2024)

January: 13

February: 22

March: 135 (6th Graders visit for Mitchell Map Essay Contest)

April: 84

May: 108

June: 124

July: 124

August: 410 (Founders Day)

September: 125

October: 195 (Wine/Oyster Stroll)

November: 463 (Oyster Festival)

December: 180 (House Tour)

The museum was open a total of 174 days. (186 days open in 2024). The hours were 11-4 with Sundays being 1-4. During the summer the museum opens Thursday-Sunday; January-April is Friday and Saturday only, however additional days are added to coincide with town events and need.

The museum has 2 paid docents and 3 regular volunteers. Additional volunteers from the Friends of Urbanna group as well as local high school students are used as needed for special events.

Total Gift Donations: \$4,769.93 (\$1,815 in 2024)

Donations in Box: \$757 (\$908.56 for 2024)



TOWN COUNCIL

Agenda Item Summary FOR ALL REGULAR MEETINGS

Agenda Item: 8 – PUBLIC COMMENT 1 & COUNCIL RESPONSE TO PUBLIC COMMENT 1

Mayor opens Public Comment Period and asks if all who desire to speak have had a chance to sign up.

NO SPEAKERS: Mayor closes Public Comment Period.

SPEAKERS: Mayor explains that each individual has five minutes to address Council on matters not scheduled for Public Hearing. Clerk will keep time.

After each speaker has been heard, Mayor asks for any council member response.

Council members may provide brief responses to issues such as clarifications of facts, answers to questions, etc. Council members shall limit their response to only those comments immediately preceding their response.



TOWN COUNCIL

Agenda Item Summary

February 12, 2026

Agenda Item: 9 – OLD BUSINESS

9.a. Engineering Contract

Background: Please refer to the January 8, 2026 Agenda Item Summary which follows.

The town's attorney has worked with the firm of Whitman, Requardt & Associates, LLP (WRA) to devise an engineering services contract to address the work performed to date and work needing to be performed to repair and/or replace the bridge which serves as the only land access to the marina. The town's attorney will be available to present further on the contract which is attached as a Draft. The draft, once completed as a final version, will be sent under separate cover.

Fiscal Impact: In total per estimate, 4.4 million dollars; but as presented in phases, a lesser portion at present. In addition, note the below recommendation regarding a Project Manager.

Staff Recommendation: Accept so that work already done by WRA can be compensated and progress with additional needed work to temporarily open access to the town's marina in a safe manner as well as begin identifying and implementing long-term options.

In addition, retain Roy Kime as a Project Manager at a cost of \$10,000 to oversee the planning, engineering, and construction. This will allow the Town Administrator to focus on funding the project. Mr. Kime has successfully managed the initiation of the Well #6 construction as well as the pool for Urbanna.

Council Action Requested: Yes, to accept the contract with WRA as presented and retain Roy Kime as Project Manager.

Sample Motions:

I move to authorize the Town Administrator to execute the contract for engineering services with Whitman, Requardt & Associates, LLP related to the town's marina bridge.

I move to retain Mr. Roy Kime as Project Manager for the Urbanna Marina Bridge Repair/Replacement Project at a fixed fee of \$10,000.

Motion, Second, Discussion, Roll Call Vote (Mayor or Clerk calls each councilmember by name for an Aye, Nay, or Abstain vote)



Agenda Item Summary

January 8, 2026

Agenda Item 11b: Marina Bridge

Background: Being on notice that the marina bridge was in bad condition as early as 2011 the town has avoided a great deal of liability. The situation has improved with the complete closure and blockage of the bridge to vehicular traffic. However, new potential liabilities arise. While it may not have been safe for Fire/EMS to cross the bridge – they could. Now they cannot. We now have a relationship with an engineering firm recommended by VDOT, Whitman, Requardt & Associates, LLP, who is recommending a bridge construction company, Kokosing. It is imperative all time and energy be given to establishing a Bridge over Bridge that includes contracting to construction not so much to limit inconvenience to our marina residents, but address a public safety shortfall.

The more recent activity concerning the bridge came about as I initiated the contact with Whitman, Requardt (and other engineering companies) in hopes we would get a grant for which we had already applied. This grant would address pre-engineering on the bridge be it repair or replacement. I asked all companies for an estimate of what pre-engineering would cost so we could use their estimates for the upcoming budget preparation. Regardless, if we did not get the grant and knowing the bridge's 2011 condition, we still needed estimates as the bridge still needed critical attention. I am impressed with this firm, because of all the firms contacted for an estimate they took the time to look at the bridge (on December 15) and document what they saw as well as, while under no contractual obligation professionally, recognized a professional duty to advise us to close the bridge on December 16. That day, after consulting with the mayor and Town Attorney, she shared the 2011 assessment documents with another engineer whose opinion was the bridge should have been closed at that time. At the same time, Whitman, Requardt contacted VDOT's District Bridge Engineer who reviewed their findings. While not a bridge under VDOT control, they corresponded with advice to close the bridge. Bridge closure occurred in the evening of December 16 to a limited degree with the mayor's help, then in total on December 19 thanks to VDOT.

During the holidays work was done to find financial assistance. This includes a commitment from Del. Keith Hodges to introduce a Special Appropriations Bill to fund repair/replacement of the bridge. The Delegate is in need of information and I have once again reached out to Whitman, Requardt & Associates, LLP, as well as Kokosing for that number anticipating replacement. Keep in mind, this is not guarantee of funding. In addition, other bridge over bridge solutions were sought.

Fiscal Impact: Up to \$5,000,000 based on an a verbal estimate. This will require a delay until at least the next budget of many needed and/or desired projects including, the Drone Show/Fireworks, pool slide, and playground equipment.

Agreement

Contract Title: Urbanna Bridge Replacement

This Contract is entered into on [REDACTED], by and between the Urbanna Town Council, (the "Council"), a municipal corporation, and Whitman, Requardt And Associates, LLP ("Contractor"), whose physical address is [REDACTED].

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties hereby agree as follows:

1. The Scope of Work ("the Work"), for this Contract is described as follows:

Phase I: Assist the Council in identifying and putting in place a temporary bridge (the "Temporary Bridge") at the end of Oyster Road and leading to the Town of Urbanna Marina (the "Marina"), so that vehicular traffic can access the Marina. Provide as many options to the Council as are viable with cost estimates, timeframes for placing a Temporary Bridge, and the pros and cons of each option. Contractor shall also provide a recommendation to Council as to which option the Contractor deems best.

Phase II: Once an option for a temporary bridge has been selected by Council, a not to exceed amount has been agreed to between the Council and the Contractor, the Contractor shall arrange for the temporary bridge to be constructed and put in place so that the Temporary Bridge is operational no later than [REDACTED]. Contractor shall be paid a maximum of \$[REDACTED] for identifying options for a Temporary Bridge and making a recommendation to the Council. The not to exceed amount for the cost of the Temporary Bridge shall be agreed to by the parties in writing through the execution of an addendum to this Agreement.

Phase III: Provide the Council with a proposed scope of work for replacement of the bridge (the "Bridge"), a proposed timeline, and a not to exceed fee estimate. Depending upon the feasibility and availability of funds, it is the intent of both parties to execute an addendum to this Agreement setting forth the essential terms and such other terms as may be necessary.

Phase IV: Upon approval of the construction of a Bridge by the Council, this phase shall involve the actual bridge replacement. Depending upon the feasibility and availability of funds, it is the intent of both parties to execute an addendum to this Agreement setting forth the essential terms and such other terms as may be necessary.

2. The Contract Price for Phase I shall not exceed \$.
3. Payment shall be as follows:
 - The Contractor will bill as follows:

4. The Town will not compensate the Contractor for any Goods or Services beyond Phase I, unless those additional Goods or Services are covered by a written Change Order amending this Agreement.
5. The Contract Price for Phase I includes all costs, expenses, including reimbursable expenses, to provide the Goods or Services described in this Agreement.
6. The documents which form the entire Agreement between the Town and the Contractor ("Contract Documents") are as defined in this Agreement.
7. All provisions required by law to be included in this Agreement or otherwise applicable to this Agreement shall be deemed to be a part of this Agreement, whether actually set forth herein or not. The Agreement Documents are complementary and what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, ambiguity or discrepancy in the Agreement Documents, it shall immediately, in writing call such conflict, error, ambiguity or discrepancy to the attention of the Town before proceeding with the Work affected thereby. The Town will promptly resolve the matter in writing. Work done by the Contractor after such conflicts, errors, ambiguities or discrepancies are discovered, or in the exercise of reasonable care reasonably should have been discovered, prior to written resolution thereof by the Town shall be done at the Contractor's expense and risk. Any Work that may reasonably be inferred from the Agreement Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
8. The Contractor will be held to a standard of strict compliance with the requirements of the Agreement Documents in the performance of the Work, for giving Notice of any type to the Town, and for making any submittal required for any purpose. The Contractor acknowledges and agrees that all time requirements set forth in the Agreement Documents for any purpose are of the essence.
9. The Contractor shall be responsible for damages to property, whether owned by the Town or others, caused by or resulting from performance of the Work. The Contractor shall repair to proper working order or replace, to the satisfaction of the Town, any property so damaged.
 - a. The Contractor shall confine the Work to areas of the Project Site permitted by the Agreement Documents and shall comply with all applicable laws, ordinances, and

permits related to the Project Site.

- b. The Contractor shall be responsible for all safety and security procedures required to protect Work in process and the safety of the public until the Work is accepted by the Town.
10. The Contractor must ensure that it and its employees comply with all applicable local, state, and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards. The Contractor shall be responsible for compliance with all safety procedures and programs required by law.
11. The Contractor warrants to the Town that all materials and equipment furnished under the Agreement will be new unless otherwise specified, free of defects, of the latest model, of the best quality, and in strict compliance with the requirements of the Agreement Documents.
12. The Contractor warrants to the Town that all workmanship will be of the best quality and in strict compliance with the requirements of the Agreement Documents.
13. All materials and equipment furnished under the Agreement shall be free and clear of all liens or other claims of any type by any third parties.
14. All workmanship, materials or equipment not conforming to the foregoing standards may be deemed defective. the Town has no obligation to pay the Contractor for Work, materials or equipment rejected as defective until satisfactory correction has been accomplished by Contractor.
15. In the event the Work, or any portion thereof, is to be defective, incomplete or to have been improperly performed, the Contractor shall, within three business (3) Days after written notice from the Town, commence to remove all defective and deteriorated Work and materials and replace it at the Contractor's expense with Work and materials in accordance with the requirements of the Agreement Documents and to complete all incomplete Work in accordance with the Agreement Documents within a reasonable time period.
16. In the event the Contractor fails to commence the removal, replacement, completion or correction of such Work within three Days after the date of written notice from the Town and to complete such Work within a reasonable time period thereafter, the Town will cause such Work to be performed by other Contractors and the Contractor will be obligated to pay the Town all costs incurred in the performance of such Work plus an administrative fee of ten percent (10%) within thirty (30) Days following submission by The Town to Contractor of such demand for payment.
17. The Contractor shall comply with all laws regarding authorization to do business in Virginia, licensing, and other regulatory requirements as applicable; to be financially

stable; and to provide for performance of the Work a sufficient work force, all of whom are qualified for and experienced in the Work.

18. The Town, upon written Notice to the Contractor, and in the Town's sole discretion, shall have the right to direct the Contractor to remove an employee permanently from the Project for any reason. Any individual who is removed from the Project pursuant to this Section may not return without specific permission of the Town.
19. The Contractor will ensure that no Work shall be performed in occupied areas on a Project Site during school hours unless express written approval has been granted by the Town and proper safety precautions have been exercised to isolate the area of the Work.
20. Tobacco products, alcoholic beverages, illegal drugs, and weapons are prohibited on the Project Site and will constitute grounds for immediate removal of any employee of the Contractor or of any Subcontractor from the Project Site. Sexual harassment, profanity, and inappropriate behavior are not permitted on the Project Site and will constitute grounds for immediate removal of any employee of the Contractor or of any of its Subcontractors. The Contractor including its employees or agents, performing work on THE TOWN property shall not smoke or vape on the property including in vehicles.
21. Drug-Free Workplace. For the purposes of this Agreement "drug-free workplace" means a Project Site in connection with a specific Purchase Order. All, the employees, and other representatives of Contractor of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement on any Project Site. During the performance of this Agreement, the Contractor agrees to:
22. Provide a drug-free workplace for the Contractor's employees;
 - a. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - b. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
 - c. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor.
23. The Contractor shall comply with all local, state and federal laws, regulations, rules or ordinances applicable to this Agreement and the Work to be performed hereunder. The Contractor shall also obtain, at its expense, all permits, inspections, licenses, fees and other authorizations necessary for the prosecution of the Work.
24. All Work, materials and equipment provided by Contractor shall remain the property of Contractor until accepted by The Town as in compliance with the requirements of the Agreement Documents,

and all risk of loss prior to acceptance by The Town shall be borne by Contractor.

25. Time is of the essence.
26. The Contractor agrees that prices shall remain firm.
27. All funds for payments by the Town under any Agreement awarded are subject to the availability of an annual appropriation for this purpose by the Town. In the event of non-appropriation of funds by the Town for the Goods or Services provided under the Agreement, the Town will terminate the Agreement, without termination charge or other liability to the Town, on the last day of the then current fiscal year or when the appropriation made for the then current year for the Services covered by this Agreement is spent, whichever event occurs first. the Town will endeavor to provide reasonable Notice of such termination, but no formal notice of such termination is required of the Town, and the Town shall not order any Goods or Services to be provided after such termination date.
28. The Town has the right to terminate this Agreement for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.
29. If the Contractor does not correct non-complying Work, or is consistent in not supplying and/or furnishing labor, material, and equipment necessary to Work performance, then the Town has the right to order the Contractor to stop the Work until such time as the Town approves the Contractor's written plan to correction of such deficiency. Should the Contractor fail within three working Days following issuance of the stop work order to submit an acceptable corrective plan and thereafter to pursue the corrective plan with due diligence, the Town has the right, after three (3) days written notice, to correct the deficiencies. In such event the Contractor shall pay to the Town the Town's cost of correcting the deficiencies, including any charges for special inspections or tests, plus a markup of ten percent (10%) to cover administrative costs. The Town's exercise of the right to correct deficiencies shall in no way prejudice or limit any other remedy that the Town may have.
30. The Contractor covenants to save, defend, hold harmless, and indemnify the Town and all of its elected and appointed officials, officers, employees, agents, departments, agencies, Councils, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs, and attorney's fees, and all reasonable and customary costs of litigation), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions in performance or nonperformance of the Work. This indemnification obligation shall survive the termination of this Agreement.
31. Invoices unless otherwise specified in the Agreement or in the Purchase Order shall be submitted immediately upon completion of the Services.
32. Upon receipt of an invoice, the Town shall review the Work to determine if the invoice is consistent with the Work in place. The Contractor shall submit such additional information as may be reasonably requested by the Town to substantiate the amount billed.

33. Payments Will Be Made Within Thirty (30) Days After the Later of Receipt of an Invoice by the Town or receipt of additional documentation as requested by the Town of all amounts within the invoice approved for payment. All payments shall be net of any prompt payment discount. In connection with any prompt payment discount, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.
34. This Agreement is not assignable by Contractor without the express written consent of the Town, and the Town shall be under no obligation to grant such consent. Sale, assignment or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Agreement if consent of the Town is not obtained. It is understood by the Town that Contractor may use Subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.
35. In the performance of this Agreement and for all purposes related to the Town, Contractor shall be an independent Contractor and neither the Contractor nor any of its employees will under any circumstances, be considered servants or agents of the Town. Under no circumstances shall the Town (i) be responsible for any failing or wrongdoing by the Contractor, its servants or agents; (ii) be under any obligation to withhold from the Agreement payments to the Contractor or otherwise any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits of any kind; or (iii) provide any insurance coverage or other benefits, including but not limited to workers' compensation, to any employees or agents of Contractor.
36. The intent of the Agreement Documents is to include all items necessary for the proper management, execution and completion of the Work, including without limitation, all labor, materials, equipment and furnishings required in connection therewith, whether or not specifically identified in the Agreement Documents. The Agreement Documents are complementary, and what is required by one shall be as binding as if required by all. Any doubt as to whether any work is within the scope of the Agreement shall be resolved in favor of an interpretation that the work is within the scope of the Agreement. Use of the term "include" or "including" shall be deemed to mean "include without limitation," "including but not limited to," and similar expansive intent.
37. The Contractor shall perform all Work and shall furnish, at its own cost and expense, all labor, materials, equipment, and other facilities, except as herein otherwise provided, as may be necessary and proper for performing and completing the Work. The Contractor shall be responsible for the entire Work until Completion of all Work has been achieved.
38. Unless otherwise provided herein, the Work shall be performed in accordance with the best modern practice and with materials and workmanship of highest quality.
39. Supervision and Coordination of the Work: The Contractor shall supervise and direct the Work and coordinate the Work with that of separate Contractors using Contractor's best skill and

attention. Unless otherwise provided in the Agreement Documents, the Contractor shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract; provided, however, that the Contractor shall employ adequate and safe procedures, methods, structures and equipment. No approval or failure to exercise its right of approval by The Town shall relieve the Contractor of its obligation to accomplish the result intended by the Agreement or create a cause of action for damages against the Town, or provide a defense by the Contractor in any case of action by the Town against the Contractor.

40. The Contractor shall be responsible and accountable to the Town for the acts and omissions of the Contractor's employees in connection with the performance of the Work and for any Subcontractors or other persons performing any of the Work under this Agreement.
41. The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Agreement.
42. The Town shall not be held responsible for failure to perform its duties and responsibilities imposed by the Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Town that make performance impossible or illegal, unless otherwise specified in the Agreement. The period hereinabove specified for the completion of his Work shall be extended by such time as shall be fixed by the Town.
43. No such extension of time shall be deemed a waiver by the Town of its right to terminate the Agreement for abandonment or delay by the Contractor as herein provided or to relieve the Contractor from full responsibility for performance of his obligations hereunder.
44. During the term of this Agreement, The Contractor and all of their Subcontractors shall procure and maintain **insurance coverage as set forth on Attachment A.**

Notice by registered or certified return receipt mail, courier, generally recognized private mail or delivery service, or by courier, will be deemed received on the date shown on the written delivery receipt. Notice given by email or facsimile transmission will be deemed received at 9:00 A.M. on the first business day after the date of transmission.

To the Contractor:

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To the Town:

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45. **The Agreement Documents consist of:**

- a.

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- b.

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- c.

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- d.

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- e.

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- f.

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- g.

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46. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to conflict of laws principles. The exclusive jurisdiction, forum and venue for any litigation with respect to this Agreement shall be in the state court of Middlesex County, Virginia.

47. The Town and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Agreement Documents.

48. No materials or equipment containing asbestos, or any other hazardous material recognized and identified by the State of Virginia Department of Environmental Quality shall be utilized in the construction of the Project. In the event a substitute product is needed, and time does not allow for the mandated submittal process, the Contractor shall confirm these materials do not contain asbestos or any other hazardous material as noted above in writing to the Town or The Town's Representative and will provide the MSDS sheets to the Town and The Town's Representative prior to being allowed to install the product on the Project.

49. In the event the Contractor encounters unforeseen hazardous substances in the performance of the Work, such as but not limited to asbestos or lead paint, the Contractor shall immediately suspend Work with the exception of such actions as may be necessary to secure the Site for purposes of public safety, immediately Notify the Town, and take no further action until receiving written direction from the Town.

50. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

51. During the performance of this Agreement the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, sexual orientation or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the

Contractor, will state that such Contractor is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

52. Nothing contained in this provision shall be deemed to require the Contractor to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex, age, sexual orientation or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex, age, sexual orientation or national origin employed by such Contractor in comparison with the total number or percentage of persons of such race, color, religion, sex age or sexual orientation or national origin in any community or in the state.
53. The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended and Title VI of the Civil Rights Act.
54. Compliance with the Americans with Disabilities Act of 1990 ("ADA") shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the Town harmless from any expense or liability arising from the Contractor's non-compliance therewith. The Contractor's responsibilities related to ADA compliance shall include, but not be limited to, the following:

Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; Services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent Services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to Services.

Effective Communication: The Contractor, upon request, shall provide appropriate aids and Services leading to effective communication for qualified persons with disabilities so they can participate equally in the Contractor's programs, Services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.

Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, Services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.

The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/Services or reasonable Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.

55. Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by the Town pursuant to this Agreement shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the Town. The parties intend for this provision to be read as broadly as possible.

56. The Agreement Documents constitute the entire agreement between the parties pertaining to the Work and supersedes all prior and contemporaneous agreements, statements and understandings of the parties in connection therewith.
57. Should any part of this Agreement be deemed invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

Contractor
By: _____
Title: _____
Date: _____

Ted Costin
Urbanna Town Administrator
Date: _____



TOWN COUNCIL

Agenda Item Summary

February 12, 2026

Agenda Item: #10 – NEW BUSINESS

10.a. Resolution 2026-001 – Support Funding to Repair/Replace Marina Bridge

Background: Please refer to the January 8, 2026 Agenda Item Summary which follows.

The attached is a necessary document to enhance consideration by funding authorities.

Fiscal Impact: None related to this action.

Staff Recommendation: Pass the Resolution of Support for Funding as presented here.

Council Action Requested: Yes, to pass the Resolution of Support for Funding as presented here.

Sample Motions:

I move for Council to adopt Resolution 2026-01 -Support Funding to Repair/Replace Marina Bridge as presented.

Motion, Second, Discussion, Roll Call Vote (Mayor or Clerk calls each councilmember by name for an Aye, Nay, or Abstain vote)



Agenda Item Summary

January 8, 2026

Agenda Item 11b: Marina Bridge

Background: Being on notice that the marina bridge was in bad condition as early as 2011 the town has avoided a great deal of liability. The situation has improved with the complete closure and blockage of the bridge to vehicular traffic. However, new potential liabilities arise. While it may not have been safe for Fire/EMS to cross the bridge – they could. Now they cannot. We now have a relationship with an engineering firm recommended by VDOT, Whitman, Requardt & Associates, LLP, who is recommending a bridge construction company, Kokosing. It is imperative all time and energy be given to establishing a Bridge over Bridge that includes contracting to construction not so much to limit inconvenience to our marina residents, but address a public safety shortfall.

The more recent activity concerning the bridge came about as I initiated the contact with Whitman, Requardt (and other engineering companies) in hopes we would get a grant for which we had already applied. This grant would address pre-engineering on the bridge be it repair or replacement. I asked all companies for an estimate of what pre-engineering would cost so we could use their estimates for the upcoming budget preparation. Regardless, if we did not get the grant and knowing the bridge's 2011 condition, we still needed estimates as the bridge still needed critical attention. I am impressed with this firm, because of all the firms contacted for an estimate they took the time to look at the bridge (on December 15) and document what they saw as well as, while under no contractual obligation professionally, recognized a professional duty to advise us to close the bridge on December 16. That day, after consulting with the mayor and Town Attorney, she shared the 2011 assessment documents with another engineer whose opinion was the bridge should have been closed at that time. At the same time, Whitman, Requardt contacted VDOT's District Bridge Engineer who reviewed their findings. While not a bridge under VDOT control, they corresponded with advice to close the bridge. Bridge closure occurred in the evening of December 16 to a limited degree with the mayor's help, then in total on December 19 thanks to VDOT.

During the holidays work was done to find financial assistance. This includes a commitment from Del. Keith Hodges to introduce a Special Appropriations Bill to fund repair/replacement of the bridge. The Delegate is in need of information and I have once again reached out to Whitman, Requardt & Associates, LLP, as well as Kokosing for that number anticipating replacement. Keep in mind, this is not guarantee of funding. In addition, other bridge over bridge solutions were sought.

Fiscal Impact: Up to \$5,000,000 based on an a verbal estimate. This will require a delay until at least the next budget of many needed and/or desired projects including, the Drone Show/Fireworks, pool slide, and playground equipment.

RESOLUTION 2026-001
SUPPORT REQUEST OF FEDERAL FUNDS FOR THE REPAIR/REPLACEMENT OF THE
URBANNA TOWN MARINA BRIDGE

WHEREAS the Urbanna Town Marina bridge (the “bridge”) is currently the only land access point to the Urbanna Town Marina (the “marina”); and

WHEREAS the marina bridge provides public access to Urbanna Creek and thus, the Rappahannock River and Chesapeake Bay and is used by local, state, and federal agencies such as the United States Coast Guard; and

WHEREAS the bridge was closed to vehicular traffic for public safety reasons based on the opinion of multiple engineers; and

WHEREAS the closure of the bridge presents other public safety concerns and impacts commerce, limits tourism and watermen, prevents educational opportunities through the Virginia Institute of Marine Science to local schools and through the Oyster Festival, and limits recreational activities to the citizens and visitors of the Town of Urbanna; and

WHEREAS the estimated \$4.4 million cost to repair or replace the marina bridge makes outside funding assistance critical to ensuring a safe, permanent, solution that protects public safety, sustains economic activity, and preserves essential waterfront infrastructure for the community;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of The Town of Urbanna, Virginia (“Council”) does make a formal request for federal funds in the amount of \$4.4 million to repair, or more likely replace the Urbanna Town Marina Bridge.

DONE this 12th day of February, 2026.



TOWN COUNCIL

Agenda Item Summary

February 12, 2026

Agenda Item: 10 – NEW BUSINESS

10.b. July 4, 2026 Event

Background: As Fireworks Celebrations have been abandoned due to insurance issues and the Drone Show has become cost prohibitive in recognition of other budget demands, the mayor has requested this item be brought up for consideration.

Fiscal Impact: Unknown.

Staff Recommendation: None at this time.

Council Action Requested: To be determined.

Sample Motions:

To be determined.



TOWN COUNCIL

Agenda Item Summary

FEBRUARY 12, 2026

Agenda Item: 10 – NEW BUSINESS

10.c. Bylaws Update

Background: Council updated the bylaws at their October 23, 2025 meeting.

Small revisions are needed to update the location of Council meetings and to use the term “Old” business rather than “Unfinished” business as Council prefers. The two revisions are attached in context.

Fiscal Impact: None

Staff Recommendation: Make any changes or corrections necessary and approve the Amended Bylaws.

Council Action Requested: Yes

Sample Adoption Motion: I move to adopt Resolution 2026-002 amending the Urbanna Town Council Bylaws & Rules of Procedure as presented (or with the changes/corrections discussed).

Motion, Second, Discussion, Voice Vote (all in favor, any opposed)

SECTION 1 – MEETINGS

Section 1-1 Organizational Meeting

The first meeting of the Town of Urbanna Town Council (“Council”) in each new calendar year shall be known as the organizational meeting.

Section 1-2 Meeting Time and Location

The time and place of council meetings shall be established at each organizational meeting, consistent with the notice and meeting requirements of the Virginia Freedom of Information Act, Section 2.2-3700 et seq. of the Code of Virginia, as amended (“VFOIA”). The general schedule for meetings shall be a Regular Meeting on the second Thursday of each month, and a Work Session on the fourth Thursday of each month. Meetings shall be called to order at 6:00 p.m. All meetings of the council shall be held in ~~Council Chambers of the Town Hall~~ **the Meeting Room of the Middlesex Volunteer Fire Department located at 330 Virginia Street, Urbanna, Virginia**. Should council subsequently prescribe any meeting day, time, or place for the council meetings other than that initially established, it shall comply with Section 15.2-1416 of the Code of Virginia, as amended.

If the Mayor, or the Mayor pro tempore if the Mayor is unable to act, finds and declares that weather or other conditions are such that it is hazardous for council members to attend a regularly scheduled meeting, the meeting shall be continued to the next occurring Monday at 6:00 p.m. in the Council Chambers of the Town Hall. Such finding shall be communicated to council members, the press, and posted on the Town’s website and Town Hall door as promptly as possible. All hearings and other matters previously advertised shall be conducted at the continued meeting, and no further advertisement is required (§ 15.2-1416(B)).

Section 1-3 Annual Budget and Tax Levy Meeting

At the regular meeting in April, annually, council shall determine the sum total necessary to be appropriated for defraying expenses of the town during the ensuing fiscal year and to cover the deficiency in the current fiscal year, on which as a premise council shall proceed to lay a levy on the real and personal property in the town and assess any business which by law a license may be required, for raising a revenue sufficient to meet the several appropriations decided to be requisite for the ensuing fiscal year.

Section 1-4 Special Meetings

A special meeting of the council shall be held when called by the Mayor or requested by any three council members at any time, upon 24 hours’ notice to those not joining in the call, however such notice can be waived by said members. The call or request shall be made to the Town Administrator and shall specify the matters to be considered at the meeting. After consultation with the Town Administrator or Mayor, the Town Clerk (“Clerk”) shall immediately notify each council member and the town attorney in writing. Such notice shall specify the matters to be considered. No matter not specified in the notice shall be considered at such meeting, unless all members are present. (§ 15.2-1418)

Section 1-5 Quorum and Procedure in Absence of Quorum

At any meeting, a majority of the council members, including the Mayor, shall constitute a quorum. No business shall be transacted at any meeting without a quorum being present. The names of all members present at any meeting shall be recorded in the minutes.

If a quorum fails to attend any regular or special meeting of the town council within 20 minutes following the hour fixed for convening of the council, those members present may adjourn to another day, in which case the Clerk shall give notice of such adjournment to the absent members at least 12 hours prior to the time fixed for such adjourned meeting, and in either case, the Clerk shall enter into the minute book the proceedings taken.

Section 3-2.1 Regular Meetings

At regular meetings of the council, the order of business shall generally be as follows:

1. Call to Order
2. Approval of Participation of Member(s) by Electronic Means (if necessary)
3. Roll Call of Members
4. Pledge of Allegiance
5. Review and Adoption of Meeting Agenda (Changes, additions, etc. shall be made by motion.)
6. Approval of Minutes (Corrections shall be made by motion.)
7. Scheduled Public Hearings (if any) (See Section 6)
8. Staff and Committee Reports
9. Public Comment 1 (See Section 5) & Council Response to Public Comment 1 (if any)
10. ~~Unfinished~~ **Old** Business (if any)
11. New Business (if any)
12. Public Comment 2 (See Section 5) & Council Response to Public Comment 2 (if any)
13. * Council Requests and Announcements
14. Closed Meeting (if needed)
15. Appointments to Boards, Committees, and Commissions (if needed)
16. Adjourn or Recess

* This time is generally used for individual council members to share information with other council members and the public and to make any announcements of interest to citizens. Council members may also request information from staff and/or items requiring action for inclusion on a future agenda during this time.

Section 3-2.2 Work Session Meetings

At Work Session meetings of the council, the order of business shall generally be as follows:

1. Call to Order
2. Approval of Participation of Member(s) by Electronic Means (if necessary)
3. Roll Call of Members
4. Pledge of Allegiance
5. Review and Adoption of Meeting Agenda (Changes, additions, etc. shall be made by motion.)
6. Public Comment 1 (See Section 5) & Council Response to Public Comment 1 (if any)
7. Work Session Matters
8. Action Items (if any)
9. Public Comment 2 (See Section 5) & Council Response to Public Comment 2 (if any)
10. * Council Requests and Announcements
11. Closed Meeting (if needed)
12. Adjourn or Recess

* This time is generally used for individual council members to share information with other council members and the public and to make any announcements of interest to citizens. Council members may also request information from staff and/or items requiring action for inclusion on a future agenda during this time.

RESOLUTION 2026-002

REVISIONS TO THE TOWN COUNCIL BYLAWS AND RULES OF PROCEDURE

WHEREAS Town Council ("Council") established for itself a set of Bylaws and Rules of Procedure ("bylaws") pursuant to Town Code Section 2-35a and 2-42 on January 9, 2025; and

WHEREAS Council subsequently made changes to the bylaws on October 23, 2025; and

WHEREAS Town Council now wishes to make further revisions to the bylaws;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of The Town of Urbanna, Virginia adopts the revisions to the Council Bylaws and Rules of Procedure as set forth below.

Section 1-2 Meeting Time and Location

The time and place of council meetings shall be established at each organizational meeting, consistent with the notice and meeting requirements of the Virginia Freedom of Information Act, Section 2.2-3700 et seq. of the Code of Virginia, as amended ("VFOIA"). The general schedule for meetings shall be a Regular Meeting on the second Thursday of each month, and a Work Session on the fourth Thursday of each month. Meetings shall be called to order at 6:00 p.m. All meetings of the council shall be held in ~~Council Chambers of the Town Hall~~ **the Meeting Room of the Middlesex Volunteer Fire Department located at 330 Virginia Street, Urbanna, Virginia**. Should council subsequently prescribe any meeting day, time, or place for the council meetings other than that initially established, it shall comply with Section 15.2-1416 of the Code of Virginia, as amended.

Section 3-2.1 Regular Meetings

At regular meetings of the council, the order of business shall generally be as follows:

10. ~~Unfinished~~ **Old** Business (if any)

DONE this 12th day of February, 2026.



TOWN COUNCIL

Agenda Item Summary

FOR ALL MEETINGS

Agenda Item: 11 – PUBLIC COMMENT 2 & COUNCIL RESPONSE TO PUBLIC COMMENT 2

Mayor opens Public Comment Period and asks if all who desire to speak have had a chance to sign up.

NO SPEAKERS: Mayor closes Public Comment Period.

SPEAKERS: Mayor explains that each individual has five minutes to address Council on matters not scheduled for Public Hearing. Clerk will keep time.

After each speaker has been heard, Mayor asks for any council member response.

Council members may provide brief responses to issues such as clarifications of facts, answers to questions, etc. Council members shall limit their response to only those comments immediately preceding their response.



TOWN COUNCIL

Agenda Item Summary FOR ALL REGULAR MEETINGS

Agenda Item: 12 – COUNCIL ANNOUNCEMENTS & REQUESTS

Mayor calls on each council member by name to share any announcements or requests.

This time is generally used for individual council members to share information with other council members and the public and to make any announcements of interest to citizens. Council members may also request information from staff and/or items requiring action for inclusion on a future agenda during this time. This time should not be used to respond to Public Comment issues.

Agenda Item: 13 – CLOSED MEETING – NOT NECESSARY

Agenda Item: 14 – ADJOURN OR RECESS

Motion to adjourn. No second needed. Voice Vote (all in favor, any opposed)
