

**Town of Urbanna
Town Council
Public Hearing
Work Session
Council Chambers-390 Virginia St. Suite B
February 22, 2024**

CALL TO ORDER & ROLL CALL

Members of Council

Present

Mayor Bill Goldsmith
Marjorie Austin
Larry Chowning
Merri Hanson
Beth Justice

Absent

Alana Courtney
Sandy Sturgill

Others Present

Ted Costin-Town Administrator
Martha Rodenburg-Town Clerk
Michele Hutton-Town Treasurer
Andrea Erard-Town Attorney (via Zoom)
Members of the public and press

Mayor Goldsmith called the meeting to order at 6:01pm
All present said the Pledge of Allegiance

APPROVAL OF AGENDA

Councilmember Austin made a motion to approve the agenda as presented

Councilmember Justice seconded

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

Motion passed 5-0

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

Andrea Erard explained the public hearing was required by the Virginia Constitution and State law for the issuance of a bond or note obligating the Town for an estimated maximum amount of \$1,020,000 for the purchase of 390 Virginia St., and the surrounding property identified as Tax Map Number 20-26.

While not a true bond, it is a note, it is treated like a bond under the Public Finance Act.

Councilmember Austin made a motion to open the public hearing to consider a proposed issuance of a bond or note by the Town, pursuant to Virginia Code Section 15.2-2606 of the Public Finance Act.

Councilmember Hanson seconded

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

Motion passed 5-0

Mayor Goldsmith opened the public hearing.

Joe Heyman spoke to inquire about the financing.

- Mayor Goldsmith and Ms. Erard explained between CARES money, proceeds from the sale of old Town Hall, and rent payments which would go towards the purchase of 390 Virginia St., the amount borrowed would only be approximately \$500,000.

Mayor Goldsmith closed the public hearing.

Deed of Trust

Mayor Goldsmith opened the public hearing.

There was no public comment.

Roy Kime, member of the Finance Committee and former Zoning Administrator, addressed Council to discuss the building cost assessment using various mortgage calculations. One scenario, based on a balance of approximately \$540,000 to be financed at 5% over 15 years, would be monthly payments of \$4,278, which would be offset by tenant rent. Another calculation put the monthly payment at \$4,007. The total cost would not exceed \$1,000,020.

Mayor Goldsmith closed the public hearing.

Councilmember Austin made a motion to approve the resolution as presented.

Councilmember Hanson seconded.

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

Motion passed 5-0

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	Present	Yes
Marjorie Austin	Present	Yes
Larry Chowning	Present	Yes
Alana Courtney	Absent	--
Merri Hanson	Present	Yes
Beth Justice	Present	Yes
Sandy Sturgill	Absent	--


Town Clerk

(SEAL)

PUBLIC COMMENT

There was no public comment

COUNCIL COMMENT

Councilmember Chowning thanked Mr. Mullins for the opportunity to purchase the building.

ACTION ITEMS

Lewis & Clark Circus Contract

Mr. Costin gave the background regarding the circus, which had successful performances the previous year. They were proposing a total of four shows over April 24th and 25th at Taber Park. Due to the cancellation of the February 8, 2024 Town Council meeting, a verbal consensus was given by Council to Mr. Costin to execute the contract to avoid losing the opportunity to have the circus on those dates.

Last year’s show earned the Town approximately \$2,400, with the only expense being minimal water usage.

Councilmember Austin made a motion to ratify the Town Administrator’s execution of the contract with Lewis and Clark Circus for a circus to be held at 5 and 7pm on April 24 and 25, 2024 at Taber Park.

Councilmember Justic seconded.

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

Motion passed 5-0

***** 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: Taber Park

Sponsor Representative

Signature: [Handwritten 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: 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

Fireworks Contract

Mr. Costin explained, after repeated many unsuccessful attempts to contact the fireworks contractor used in the past, he engaged in discussion with a new contractor, Francisco Display, out of Halifax County, Virginia.

The show will be 20 minutes long, using 800 shells of various sizes. The only date available is Friday, June 28th.

Mr. Costin has signed the contract and is asking Council to ratify it. Unlike in years past, this contractor is requiring the owners of Rosegill to also sign the contract. This is still in process while certain issues are being addressed.

Councilmember Hanson asked how similar the show would be from those in the past. Mr. Costin responded that based on the contract from 2 years ago, it would be the same length of time, but with more shells.

Discussion took place regarding cost, which would be \$14,860, split between two fiscal years.

Councilmember Austin asked if a better date could be scheduled for next year, to which Mr. Costin responded he had already made that inquiry. Additional discussion took place regarding scheduling.

Councilmember Austin made a motion 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.

Councilmember Hanson seconded

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

Motion passed 5-0

PROJECT UPDATES/DISCUSSION

Comprehensive Plan

Mr. Costin presented an update on the current status of the Town's Comprehensive Plan.

- Current plan adopted in 2012
- Revision in 2019 to primarily address Chesapeake Bay Preservation Act (CBPA)
- Revision in 2023 to address CBPA concerns

While these revisions allow for a 5-year window for further updating, a complete updating should be done to factor in certain items including demographic changes and the recent Boundary Line Adjustment (BLA) which incorporates property not designated in the current Future Land Use section.

Staff has researched through the Middle Peninsula Planning District Commission, the following options:

1. Hiring an outside consultant perform a diagnostic of the current plan to determine compliance, focusing on changes in State law. This option could cost upwards of \$75,000.
2. Approach the Urban Studies or Urban and Regional Planning Departments of Virginia universities to see if updating our Comprehensive Plan could be taken on as a class capstone project.

Due to costs, staff would like to pursue option number 2.

The general consensus of Council was for Mr. Costin to pursue option number 2.

Discussion took place regarding the different types and timelines for a capstone project, incorporating the newly added property from the BLA into the land use section, and the need to add Economic Development into the plan.

Solid Waste Contract

Mr. Costin reported we have received two proposals for the solid waste contract and is waiting for a third. If the third contract is not received, the two contracts will be presented at the next meeting.

Security Cameras

Mr. Costin reported we have received three bids for security cameras. The highest bid received was due to their use of advanced technology, with the other bids being more competitive.

- In order to spread out costs, the project could be done in two phases, with Waterman’s Park, Taber Park, and the water tower being phase one, and Town Hall, the museum, and a second camera at the Town Marina.
- Based on information received, Mr. Costin recommended negotiating a contract with Franktronics for phase one.

Discussion took place regarding Franktronics improved performance.

Michele Hutton added the camera currently installed at the marina has already helped catch a thief.

Mayor Goldsmith explained the reasoning behind having the museum and marina be a part of phase two, was due to other security systems in place.

Councilmember Austin added it would make sense to do both phases at one time.

Councilmember Hanson asked who would own the cameras, which was answered the Town would.

Mr. Costin added one of the advantages to having Franktronics install the cameras would be they would be rolled into the maintenance contract currently in place.

Pricing was discussed, as well as how it would work into the current budget. Mayor Goldsmith explained the funding for phase one is there, with phase two being budgeted for the next fiscal year.

Mr. Costin informed Council he was not asking for them to take action at this time, but would come back to Council with a contract in the future.

Further discussion took place regarding funding, with Mayor Goldsmith adding funding for the camera at the water tower could come from the Water Fund.

Pool Operation

Mr. Costin reported he had three meetings regarding pool management.

- Company number one would have an on-site manager, can hire, train, and manage lifeguards, along with daily pool maintenance. However, they will not staff or run a concession stand.
- Company number two only performs maintenance to ensure the pool is operating properly.

Due to this being a fairly critical year for the pool, after being out of the pool business for a couple of years, Mr. Costin said he would like to pursue a contract with the first company.

The third meeting was with the Town’s insurance provider (VRSA). While they were happy with certain things around the pool, including the “No Diving” placards, they did have some concerns regarding the concession stand being wired up with extension cords.

In addition to pursuing a contract with a pool management company, Mr. Costin would like to proceed with getting the concession stand up to code.

Another item discussed was the different verbiage on the signage at Waterman’s and Taber Parks in regards to closing times. Mr. Costin would like to re-do the signs to state the parks close at half-hour after dusk, with the understanding there would be times when Town hosted events and swim meets would be allowed to go past that time.

Councilmember Hanson added there have been requests by residents to do this.

Mayor Goldsmith added, in regards to the pool management company, they also manage pools in the area, including campgrounds, which gives them more resources to pull from when it comes to staffing.

Mr. Costin informed Council that the Town received five inquiries about lifeguard jobs, but only received two applications. The management company said they would also consider local applications.

Bank Franchise Tax Overpayment

Mr. Costin reported to Council the Town had received notice the Bank Franchise Tax paid during the 2022-2023 fiscal year included the amount that should have been paid to Middlesex County, an overpayment of \$102,703.

The overpayment will need to be repaid, and it was negotiated with the bank that one half of the repayment would be made in the current fiscal year, with the second half being repaid during FY 2024-2025.

Discussion took place regarding the complications of repaying it all at once, due to the amount being approximately 5% of the budget, including how to reconcile it with the audit. Fortunately, the entire amount expected for the current FY had not been put in the budget, and has not been spent.

It was further explained by Ms. Hutton, when the initial check was sent to the Town, it did not come with any documentation detailing the payment.

ANNOUNCEMENTS

Council wished Councilmember Sturgill a happy birthday.

ADJOURN

Councilmember Austin made a motion to adjourn

Councilmember Hanson seconded

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

Motion passed 5-0

Meeting adjourned at 6:46pm

Submitted by:



Martha J. Rodenburg

Town Clerk

Approved by Town Council 07/12/2024