

**APPROVED MINUTES  
TOWN OF URBANNA TOWN COUNCIL  
REGULAR MEETING OF MAY 8, 2025**

A regular meeting of the Town Council of the Town of Urbanna, Virginia, was held on the 8th day of May, 2025 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 6:00pm.

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

Not necessary

**AGENDA ITEM 3. ROLL CALL**

Marjorie Austin	Present
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 Austin 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 6-0 with 1 absent.

**AGENDA ITEM 6. APPROVAL OF MINUTES**

**6a. April 10, 2025 Draft Minutes**

**6b. April 24, 2025 Draft Minutes**

Councilmember Austin made a motion to approve both sets of minutes as presented. Councilmember Wilson seconded. The Mayor called for any discussion. All were in favor with none opposed. The motion passed 6-0 with 1 absent.

**AGENDA ITEM 7. PUBLIC HEARING**

There was no public hearing scheduled.

**AGENDA ITEM 8. REPORTS**

## **8a. STAFF REPORTS**

### **8a.1. Town Administrator**

Mr. Costin presented his report. He said he met with Bay Transit regarding the trolley route and usage limitations. There will be no changes to the route this year. Because the trolley is partially funded through grant money, it cannot be used unless it is a totally free event, even if it is considered a donation-based event. This means the trolley can no longer be used for The Polar Express event. Councilmember Chowning asked the cost of trolley operations. Mr. Costin said the town pays approximately \$8,000 and Bethpage pays a large portion as well. Councilmember Wilson said \$8,600 is budgeted for the trolley. Councilmember Courtney asked the total cost of operation. Mr. Costin said Bay Transit would have that information and he will find out.

Mr. Costin provided a handout on the All Hazards Mitigation Plan (AHMP) (Attachment A) and said he attended the first AHMP Planning Team Meeting and reviewed Urbanna's community profile for inclusion in the plan. Mayor Goldsmith said this is one of the things the Middle Peninsula Planning District Commission (MPPDC) provides to members.

The drone show is still awaiting final word on location and the Events Committee can begin designing the show now. If Rosegill is unable to host the launching of the drones, they will be launched from Taber Park.

Mr. Costin asked for Council's direction concerning the No Wake Zone for Urbanna Creek. He said the Town holds the permit but the Virginia Marine Resources Commission (VMRC) is not enforcing it because they said the signs are faded and/or missing. This issue was set aside last September due to lack of access to the signs. Councilmember Wilson said he will take photos to document the condition of placement of the current signs. Once they are replaced, the state will come back out to inspect.

The Well 6 project is nearing completion. Fencing will be installed in the next week and staff is pulling together the documentation to close out the USDA loan.

Mr. Costin said the annual Water Quality Report was received for 2024 and the Town passed. The report is available on the Town website or from Town Hall.

### **8a.2. Treasurer**

Ms. Hutton presented the March 2025 Treasurer's report. Councilmember Courtney asked why the Renter Water Deposits are negative. Ms. Hutton explained that the deposits are held in an escrow account for potential return to customers at the closing of their accounts.

As of May 8, 2025, Ms. Hutton said she is down to only five past-due real estate tax accounts totaling \$5,331.65. \$6,700 was collected and two property liens were released. She also collected \$1,800 in delinquent lodging taxes and \$2,300 in golf cart revenue, which equals 92 carts processed.

Ms. Hutton provided her key observations and recommendations arising from the recent budget process and ongoing operational matters. She said there were many hands and brainstorming to make it all come together and it was not an easy process, but they got it done.

Ms. Hutton said that, as Treasurer, she has actively managed the town's finances by strategically allocating funds to higher interest-bearing accounts, thereby maximizing returns. She has

consistently sought cost-effective solutions for necessary acquisitions, as demonstrated by the purchase of her shelving unit (yard sale for \$15) and office furniture at substantial savings. She said her focus remains on prudent resource management and safeguarding the town's financial interests.

She highlighted Water Operations Manager, Maribel Kimble's exceptional performance in the collection of overdue water bills. Her success in recovering nearly \$60,000 in outstanding payments within a three-month period is a significant achievement, surpassing previous collection efforts.

Ms. Hutton said that, while staff is diligently working to generate and conserve funds, the ongoing delay in purchasing the proposed building is incurring a monthly rental expense of approximately \$2,000. She noted that these expenditures are not contributing to the eventual acquisition of the building, and \$80,064 in rent paid by the town towards the purchase price of the building has been lost. \$240,000 in CARES Funds were also committed to the purchase and are at risk of being lost.

She had the following recommendations for council to consider moving forward:

- **Establishment of Standardized Pay Scales:** It is crucial to develop defined pay scales for each job description. Any proposed compensation outside of these established ranges should be subject to review by the Financial Committee to ensure equitable and fiscally responsible practices.
- **Wage Discrepancies and Retention:** Several long-term employees (two with 10 years of service and one with 8 years) are currently earning less than \$15 per hour. Additionally, the starting wage for Marina staff at \$13 per hour presents a significant challenge in attracting and retaining qualified personnel, particularly given comparable or higher wages in the local market.
- **Impact of Staffing Changes:** The replacement of two full-time positions with one part-time role, at the same total wage, has resulted in a substantial reduction of weekly work hours from 80 to 30. It is unclear how the remaining workload, exceeding 50 hours per week, is being adequately addressed. This has placed considerable strain on existing staff, including a major increase in Ms. Hutton's workload.
- **Internal Equity Concerns:** The recent hiring of a clerk at a wage exceeding that of comparable positions within the county, without corresponding adjustments for existing full-time employees with similar responsibilities, has created internal equity concerns and negatively impacted staff morale.
- **Opportunity for Investment in Personnel:** Given the town's financial capacity, it is an opportune time to address these personnel matters and make necessary investments in valued employees.

Councilmember Austin asked if these concerns could be brought before the Finance Committee. Mayor Goldsmith said the committee has been made aware of these issues.

### **8a.3. Town Clerk**

Ms. Branch presented her report. She said the initial Municode project, which was initiated in 2017, has been completed and we await the receipt of the printed code books. She said she is ready to then update the Code to current, depending on the format Council chooses.

Ms. Branch said she continues working on researching and organizing all town files and formulating a records retention policy. She began the disposition process in accordance with the Library of Virginia retention and disposal schedules, mainly for duplicate records, and has freed a considerable amount of space on the server. This will help in preparation for the installation of a new server.

She attended several virtual trainings and webinars regarding records management and current legislation pertaining to towns and has an additional electronic records training scheduled. All these trainings were free.

## **8b. COMMITTEE REPORTS**

### **8b.1. Finance Committee**

Councilmember Wilson said the Finance Committee has a meeting on May 12, 2025. Their main focus is on gauging where the town is now in order to plan for the future.

### **8b.2. Water Committee**

Mr. Costin said there will be discussion later in the meeting of the water permit renewal. The Committee agreed to extend the waterline to the Oyster Festival Foundation property. Laneview will be paying for the majority of the cost. The Committee also discussed providing free water usage to the Library, VFD, and Rescue Squad and referred it to the Finance Committee for review.

Councilmember Austin said the Committee is in support of the permit renewal proposal by Kimley-Horn, which will be discussed later in the meeting.

### **8b.3. Personnel Committee**

No report.

### **8b.4. Events Committee**

Councilmember Austin said the first Second Saturday event will be held this Saturday, May 9<sup>th</sup>, from 5-8pm. She said the starting hour had been pushed back due to lack of volunteer availability.

## **AGENDA ITEM 9. PUBLIC COMMENT 1**

Amy Denney of Virginia Street said she has talked with all adjacent property owners and they are asking council to assist with the asphalt on the portion of Virginia Street leading to the homes and Visitors Center. She said the residents have been maintaining it but they are not equipped to address the more technical needs. She said they have contacted VDOT and were told it's not their road. She said, as the road is now, an emergency vehicle could not get up the road.

Mike Binns of Oyster Road said the town agreed to maintain the Virginia Street Terminus and is not. He said he supports Mr. Montague's offer to purchase the property.

Latane Montague of Virginia Street said he served on the Waterfront Committee several years ago, recommendations were made, and nothing's been done. He said he spent over \$1 million on his dock and there is a huge erosion problem with the Terminus property. He said people want to see

the area beautified, be a visual centerpiece, stop the erosion, address safety concerns, and be maintained to a high standard. He’s proposed to buy it and allow it to be used for a limited number of town events. He said people are frustrated with the lack of action on the property.

**AGENDA ITEM 10. COUNCIL COMMENT 1**

Councilmember Austin said she will go and look at the road tomorrow and follow up with Ms. Denney.

**AGENDA ITEM 11. UNFINISHED BUSINESS**

**11a. Resolution 2025-006 – Approve Support Agreement with VRA and MPPDC**

Mr. Costin presented Resolution 2025-006 to formally adopt Council’s action on December 5, 2024 supporting the MPPDC’s financial management. There is no change to the underlying intent or obligation and the town attorney has been advised.

**Councilmember Austin made a motion to adopt Resolution 2025-006 approving a support agreement with the Virginia Resources Authority and the Middle Peninsula Planning District Commission and related matters for the issuance of the Revolving Line of Credit promissory note by the Middle Peninsula Planning District Commission. Councilmember Hanson seconded. The Mayor called for any discussion. Five were in favor and one opposed.**

Marjorie Austin .....	Aye
Larry Chowning .....	Aye
Alana Courney .....	Nay
Bill Goldsmith (Mayor) .....	Aye
Merri Hanson .....	Aye
Beth Justice .....	Absent
Robbie Wilson .....	Aye

**The motion passed 5-1 with 1 absent.**

**RESOLUTION 2025-006**

**APPROVING A SUPPORT AGREEMENT WITH THE VIRGINIA RESOURCES AUTHORITY AND THE MIDDLE PENINSULA PLANNING DISTRICT COMMISSION AND RELATED MATTERS FOR THE ISSUANCE OF THE REVOLVING LINE OF CREDIT PROMISSORY NOTE BY THE MIDDLE PENINSULA PLANNING DISTRICT COMMISSION**

**WHEREAS** the Middle Peninsula Planning District Commission (the “Commission”) has determined the need exists to provide funds to provide interim funding on a revolving basis for a variety of grant-funded projects facilitated by the Commission across the localities served by the Commission, consisting of the Counties of Essex, Gloucester, King and Queen, King William, Mathews and Middlesex, Virginia and the Towns of Tappahannock, Urbanna and West Point, Virginia (collectively, the “Member Jurisdictions”), along with related costs (the “Project”); and

**WHEREAS** the Commission has received a commitment from the Virginia Resources Authority (the “VRA”), to purchase the Commission’s Revolving Line of Credit Promissory Note to finance needs related to the Project (the “VRA Note”) to be secured by grant reimbursements related to such Project, pursuant to the terms of a Financing Agreement, to be dated a date specified by VRA, between VRA and the Commission (the “Financing Agreement”); and

**WHEREAS** the Commission proposes to issue the VRA Note in an amount not to exceed \$500,000 at any time; and

**WHEREAS** VRA requires the governing bodies of the Member Jurisdictions of the Commission, including the Town Council (the “Town Council”) of the Town of Urbanna, Virginia (the “Town”), as a condition of the purchase of the VRA Note, to enter into a Support Agreement, in the form attached to this Resolution (the “Support Agreement”), to undertake a non-binding obligation to appropriate from time to time moneys to the Commission in connection with payments due on the VRA Note in the event revenues of the Commission are insufficient to pay debt service on the VRA Note when due; and

**WHEREAS** the Town Council indicated its support of the Project and issuance of the VRA Note by the Commission on December 12, 2024 with a vote of 5-1 w/1 absent and desires to enter into such a Support Agreement.

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

1. It is determined to be in the best interests of the Town and its citizens for the Town Council to enter into the Support Agreement providing for a Proportional Share (as set forth in the Support Agreement) for the Town and each other Member Jurisdiction related to the Annual Deficiency Amount (as defined in the Support Agreement), provided that each other Member Jurisdiction also approve a similar Support Agreement with respective Proportional Shares related to the potential Annual Deficiency Amount as set forth in the form of Support Agreement attached hereto.
2. The Town Council of the Town acknowledges that (i) the obligations of the Commission to determine, and of the Town to pay, the charges in connection with the Project (as defined in the Financing Agreement) are crucial to the security for the VRA Note, (ii) VRA would not purchase the VRA Note without the security and credit enhancement provided by the Support Agreement, (iii) VRA will be a third party beneficiary of the Support Agreement for so long as the VRA Note remains outstanding, and (iv) VRA is treating the Support Agreement as a “local obligation” within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the “Virginia Code”), which in the event of a nonpayment thereunder authorizes VRA to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. Section 62.1-216.1 of the Virginia Code provides that if the Governor is satisfied that such nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the Town of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the Town for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as possible, such nonpayment.
3. As provided in the Support Agreement, the Town Council of the Town hereby undertakes a non-binding obligation to appropriate to the Commission such amounts as may be requested from time to time pursuant to the Support Agreement, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Town Council, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends future Town Councils do likewise during the term of the Support Agreement.
4. In consideration of the Commission’s undertakings with respect to financing the Project, the Mayor or Town Administrator of the Town Council, either of whom may act, is hereby authorized and directed to execute and deliver the Support Agreement. The Support Agreement shall be in substantially the form presented to this meeting, which is hereby approved, with such completions, omissions, insertions or changes not inconsistent with this resolution as may be approved by the Mayor or Town Administrator of the Town Council, the execution thereof by the Mayor or Town Administrator of the

Town Council to constitute conclusive evidence of his or her approval of such completions, omissions, insertions or changes.

5. The Town Administrator is hereby authorized and directed to carry out the obligations imposed by the Support Agreement on the Town Administrator as Designated Local Official as defined thereunder.
6. All actions previously taken by representatives or agents of the Town in furtherance of the Project and issuance of the VRA Note are hereby ratified and approved.
7. This resolution shall take effect immediately.

**DONE this 8th day of May, 2025.**

## **EXHIBIT A FORM OF SUPPORT AGREEMENT**

**THIS SUPPORT AGREEMENT** is made as of the first day of June 2025, by and among the Town Council (the "Governing Body"), acting as the governing body of the Town of Urbanna, Virginia (the "Locality"), the MIDDLE PENINSULA PLANNING DISTRICT COMMISSION, a public body corporate and politic of the Commonwealth of Virginia (the "Borrower"), and the VIRGINIA RESOURCES AUTHORITY (the "Authority"), as purchaser of the Promissory Note, as hereinafter defined, pursuant to a Revolving Line of Credit Financing Agreement dated as of the date hereof (the "Financing Agreement"), between the Authority and the Borrower.

### **RECITALS:**

WHEREAS the Borrower was created by the Counties of Essex, Gloucester, King and Queen, King William, Mathews and Middlesex, Virginia and the Towns of Tappahannock, Urbanna and West Point, Virginia (collectively, the "Member Jurisdictions") pursuant to the Regional Cooperation Act (the "Act"), Chapter 42 of Title 15.2 of the Code of Virginia (1950), as amended (the "Code") and the Charter Agreement, dated as of January 31, 1972 among the Member Jurisdictions; and

WHEREAS the Borrower has determined that it is in its best interest to issue and sell a Revolving Line of Credit Promissory Note in an original aggregate principal amount not to exceed \$500,000 (the "Promissory Note") to the Authority, pursuant to the terms of the Revolving Line of Credit Financing Agreement in order to finance various grant-funded projects serving the Member Jurisdictions (the "Project"); and

WHEREAS the Governing Body adopted on May 8, 2025, a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the Governing Body to consider certain appropriations in support of the Promissory Note and the Project;

## **Agreement**

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Financing Agreement.
2. The term “Proportional Share” shall mean for each of the Member Jurisdictions, the following percentages of the Annual Deficiency Amount (as defined in paragraph 5) or other insufficiency (as set forth in paragraph 7), if any, or such other percentages as may be agreed upon by the Member Jurisdictions in writing, provided such amended allocation shall add up to 100%:

Member Jurisdiction	Proportional Share
Essex County	14.29%
Gloucester County	14.29%
King and Queen County	14.29%
King William County	14.29%
Mathews County	14.29%
Middlesex County	14.29%
Town of Tappahannock	4.76%
Town of Urbanna	4.76%
Town of West Point	4.76%

Each of the Member Jurisdictions’ obligations is limited to its Proportional Share of debt service on the Promissory Note and the amounts to be included in each Member Jurisdiction’s submitted budget pursuant to paragraphs 6 and 7 below shall not be increased to offset a non-appropriation of any of the other Member Jurisdictions.

3. If the Member Jurisdictions’ moral obligation commitments are invoked, the Member Jurisdictions’ Proportional Shares of debt service on the Promissory Note shall be taken from the first dollars the Member Jurisdictions annually submitted to the Borrower.
4. The Borrower shall use its best efforts to issue the Promissory Note, to use the proceeds thereof to pay the costs of the Project, and to construct and place the Project in operation at the earliest practical date.
5. No later than March 15 of each year, beginning March 15, 2026, the Borrower shall calculate and notify the Member Jurisdictions of (a) the amount by which the Borrower reasonably expects the total debt service obligations under the Financing Agreement for the following fiscal year will exceed the total funds the Borrower will have available to pay the debt service obligations under the Financing Agreement for the following fiscal year (the “Annual Deficiency Amount”), and (b) the corresponding Proportional Share of the Annual Deficiency Amount for each Member Jurisdiction.
6. The Town Administrator of the Locality (the “Designated Local Official”) shall include the respective Proportional Share for his or her Member Jurisdiction in the respective budget submitted to the Member Jurisdiction for the following fiscal year as an amount to be appropriated to or on behalf of the Borrower. Each Designated Local Official shall deliver to the Authority within ten (10) days after the adoption of the respective Member Jurisdiction’s budget for each fiscal year, but not later than

July 15 of each year, a certificate stating whether the respective Member Jurisdiction has appropriated to or on behalf of the Borrower an amount equal to its Proportional Share.

7. If at any time the Borrower is unable to make any of the payments referred to in paragraph 5 hereof, the Borrower shall notify the Designated Local Official of the amount of such insufficiency and the Designated Local Official shall (1) ensure that their respective portions of the Annual Deficiency Amount have been paid to the Borrower, and (2) request, and pay to the Borrower, additional appropriations from the Locality as necessary and in the proportions set forth in paragraph 2 to enable the Borrower to pay in full all payments under the Financing Agreement.
8. Each Designated Local Official shall present each request for appropriation pursuant to paragraph 7 above to his or her Locality, and the respective Locality shall consider such request at such Locality's next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meetings, each Designated Local Official shall notify the Authority as to whether the amount so requested was appropriated. If the Locality shall fail to make any such appropriation, the Designated Local Official shall add the amount of such requested appropriation to the Proportional Share reported to the Locality by its Designated Local Official for the next fiscal year.
9. The Locality hereby undertakes a non-binding obligation to appropriate its respective Proportional Share as may be requested from time to time pursuant to paragraphs 6 and 7 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Locality, while recognizing it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby state its intent to make such appropriations in future fiscal years, and hereby recommend that future Governing Bodies do likewise.
10. The Locality acknowledges that (i) the Authority would not purchase the Promissory Note without the security and credit enhancement provided by this Agreement, and (ii) the Authority is treating this Agreement as a "local obligation" within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the "Virginia Code"), which in the event of a nonpayment by a Locality hereunder authorizes the Authority to file an affidavit with the Governor that such nonpayment by such Locality has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the Promissory Note, the Authority is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that the nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the Locality of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the Locality for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to the Authority, so as to cure, or cure insofar as possible, such nonpayment.
11. Nothing herein contained is or shall be deemed to be a lending of the credit of the Locality or any other Member Jurisdiction to the Borrower, the Authority or to any holder of the Promissory Note or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the Locality or any other Member Jurisdiction, nor shall anything herein contained legally bind or obligate the Locality or any other Member Jurisdiction to appropriate funds for the purposes described herein.

Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the Town of Urbanna, to PO Box 179, Urbanna, Virginia, 23175, Attention: Town Administrator; (ii) if to the Borrower, to PO Box 399, Saluda, Virginia 23156, Attention: Executive Director; and (iv) if to the Authority, to 1111 East Main Street,

Suite 1920, Richmond, Virginia, 23219, Attention: Executive Director. Any party may designate any other address for notices or requests by giving notice.

12. It is the intent of the parties hereto that this Agreement shall be governed by the laws of the Commonwealth of Virginia.
13. This Agreement shall remain in full force and effect until the Promissory Note and all other amounts payable by the Borrower under the Financing Agreement have been paid in full.
14. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties hereto have each caused this Agreement to be executed in their respective names as of the date first above written.

TOWN COUNCIL OF THE TOWN OF URBANNA, VIRGINIA

By: \_\_\_\_\_  
Ted Costin, Town Administrator

MIDDLE PENINSULA PLANNING DISTRICT COMMISSION

By: \_\_\_\_\_

Its: \_\_\_\_\_

VIRGINIA RESOURCES AUTHORITY

By: \_\_\_\_\_  
Shawn B. Crumlish, Executive Director

## **AGENDA ITEM 12. NEW BUSINESS**

### **12a. Fiscal Year Ended June 30, 2024 Audit**

Mr. Costin presented the FY 2023/2024 audit which shows no irregularities and that the town's finances and practices of financial management are sound. A management letter containing suggestions for improvement will be brought to Council after being reviewed by the Finance Committee.

**Councilmember Austin made a motion to accept the Fiscal Year Ended June 30, 2024 Audit as presented. Councilmember Wilson seconded. The Mayor called for any discussion. All were in favor with none opposed.  
The motion passed 6-0 with 1 absent.**

### **12b. Professional Services for Groundwater Withdrawal Permit Renewal**

Mr. Costin explained that this coming year, the town is required to renew their operational permit for groundwater withdrawal. As staff does not have the expertise or time to undertake the effort, the Water Committee recommends retaining Kimley-Horn to do it. The cost is \$23,500.

Councilmember Hanson asked if the cost was budgeted. Councilmember Wilson said it is part of the 2025/2026 budget and extra was built in for any additional fees.

Councilmember Austin made a motion to authorize staff to execute the Letter Agreement for Professional Services for Groundwater Withdrawal Permit Renewal with Kimley-Horn for \$23,000. Councilmember Wilson seconded. The Mayor called for any discussion. All were in favor with none opposed. The motion passed 6-0 with 1 absent.

**AGENDA ITEM 13. PUBLIC COMMENT 2**  
**AGENDA ITEM 14. COUNCIL RESPONSE TO PUBLIC COMMENT 2**

There were no speakers for public comment.

**AGENDA ITEM 15. COUNCIL ANNOUNCEMENTS & REQUESTS**

Councilmember Hanson asked the status of MPPDC helping with the Virginia Street Terminus. Mr. Costin said they're proceeding with the evaluation by Natrx to develop recommended courses of action. The deadline for the grant receipt submissions is now December.

Councilmember Austin said there are cats, buzzards, or crows tearing up trash bags that are being left out for pickup. She urged citizens to use trash cans rather than leaving bags laying at the curb and asked that a notice be added to the town website.

**AGENDA ITEM 16. CLOSED MEETING**

**16.a. Motion to Convene Closed Meeting**

Mayor Goldsmith made a motion convene in Closed Meeting in accordance with Section 2.2-3711 (A)(1) of the Code of Virginia for the discussion and consideration of the compensation of two specific appointees, and the compensation of an employee of the Town of Urbanna; and 2.2-3711 (A)(3) to discuss or consider the disposition of publicly held real property, Virginia Street Terminus, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Council; and 2.2-3711 (A)(1) for the discussion of the appointment of a member of the Planning Commission. Councilmember Austin seconded. The Mayor called for any discussion. All were in favor with none opposed. The motion passed 6-0 with 1 absent.

**16.b. Motion to Reconvene in Open Session**

**16.c. Certification of Closed Meeting**

Counselor Erard noted that Councilmember Austin left during the Closed Meeting due to illness.

Councilmember Hanson made a motion to reconvene in open session and certify that only those matters identified in the motion convening the Closed Meeting were heard, discussed, or considered by the Town Council. Mayor Goldsmith seconded. The members were polled:

Marjorie Austin .....	Absent
Larry Chowning .....	Certify
Alana Courney .....	Certify
Bill Goldsmith (Mayor) .....	Certify
Merri Hanson .....	Certify
Beth Justice .....	Absent
Robbie Wilson .....	Certify

**STANDING RESOLUTION – 1 (SR-1)**

**A RESOLUTION TO CERTIFY COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT REGARDING MEETING IN CLOSED MEETING**

**WHEREAS** the Town Council of the Town of Urbanna has convened a Closed Meeting on this date pursuant to an affirmative recorded vote, and in accordance with the provisions of the Virginia Freedom of Information Act; and,

**WHEREAS** Section 2.2-3712 (D) of the Code of Virginia requires a certification by the Town Council of the Town of Urbanna that such Closed Meeting was conducted in conformity with Virginia law;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Urbanna hereby certifies that on this 8th day of May, 2025, to the best of each member’s knowledge:

- 1. Only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were heard, discussed, or considered by the Town Council of the Town of Urbanna in the Closed Meeting to which this certification resolution applies; and
- 2. Only such public business matters as were identified in the motion convening the Closed Meeting were heard, discussed, or considered by the Town Council of the Town of Urbanna.

**DONE** this 8th day of May, 2025.

**16.d. Action on Closed Meeting**

**Mayor Goldsmith made a motion to approve the amended contract of the Town Administrator. Councilmember Chowning seconded. The Mayor called for any discussion.**

**The members were polled:**

Marjorie Austin .....	Absent
Larry Chowning .....	Aye
Alana Courney .....	Aye
Bill Goldsmith (Mayor) .....	Aye
Merri Hanson .....	Aye
Beth Justice .....	Absent
Robbie Wilson .....	Aye

**The motion passed 5-0 with 2 absent.**

## **AGENDA ITEM 17. APPOINTMENTS**

### **17.a. Resolution 2025-007 – Citizen Appointment to Planning Commission**

**Councilmember Hanson made a motion to adopt Resolution 2025-007 appointing Ricky Longest to the Town of Urbanna Planning Commission for the unexpired portion of a four-year term expiring December 31, 2028. Councilmember Wilson seconded. The Mayor called for any discussion. The members were polled:**

Marjorie Austin .....	Absent
Larry Chowning .....	Aye
Alana Courney .....	Aye
Bill Goldsmith (Mayor) .....	Aye
Merri Hanson .....	Aye
Beth Justice .....	Absent
Robbie Wilson .....	Aye

**The motion passed 5-0 with 2 absent.**

### **RESOLUTION 2025-007**

#### **CITIZEN APPOINTMENT TO THE PLANNING COMMISSION**

**WHEREAS** there is currently one vacant seat on the Town of Urbanna Planning Commission with an expiration date of December 31, 2028 due to the resignation of Donald Drayer; and

**WHEREAS** there is currently one citizen who has expressed interest in serving on the Planning Commission – Richard Longest; and

**WHEREAS** the Town Council now desires to make an appointment to this vacant position;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of The Town of Urbanna, Virginia that Richard Longest is appointed to the Town of Urbanna Planning Commission for the unexpired portion of a four-year term expiring December 31, 2028.

**DONE this 8th day of May, 2025.**

## **AGENDA ITEM 18. ADJOURN OR RECESS**

**Councilmember Hanson made a motion to adjourn. All were in favor with none opposed. The meeting was adjourned and the video recording stopped at 7:26pm.**

Immediately following adjournment, Counselor Erard remembered she had information to pass on to Council regarding the purchase of 390 Virginia Street. She advised Council that reconvening the meeting was unnecessary. This portion of the meeting was not recorded.

She said she spoke with Mr. Marr and he has had no response to his negotiations. She strongly suggested Council have a Plan B. She also suggested any calls from Mr. Mullins regarding the issue be directed to his attorney. Councilmember Hanson said milestones for progress need to be defined and adhered to. Councilmember Chowning asked how much time. Ms. Erard said to set a reasonable time and stick to it.

Mayor Goldsmith said that he received an email from Jackson Montague addressed to “Uncle Bill”. The mayor said that he is no longer a member of the family and has no financial interest or benefit in the purchase or sale of the Virginia Street Terminus and wanted to know if he should recuse

himself from participating in any vote on the matter. Ms. Erard said even though there is no financial interest, the appearance of conflict may be present. Both Ms. Erard and Mr. Costin suggested contacting the Commonwealth Attorney for an opinion.

Discussion ended at approximately 7:40pm.

**Respectfully submitted,  
Christine H. Branch, Town Clerk**

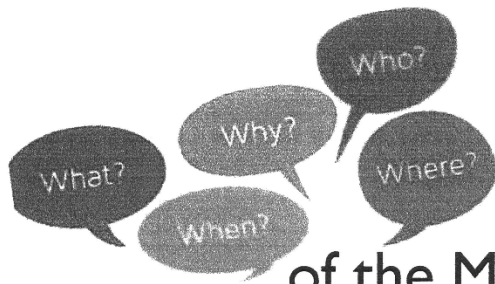
**Approved by Council: June 12, 2025**

ATTEST:

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Christine H. Branch, Town Clerk

## ATTACHMENT A



# of the Middle Peninsula All Hazards Mitigation Plan Update

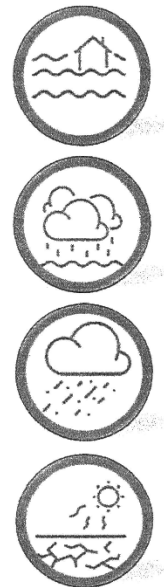
### WHY do we have a plan and WHY is it being updated?

The Disaster Mitigation Act of 2000 (DMA 2K) legislation established the Pre-Disaster Mitigation (PDM) Program and created requirements for the Post-Disaster Hazard Mitigation Grant Program (HMGP). DMA 2K requires local governments to develop and submit mitigation plans that demonstrate “a jurisdiction’s commitment to reduce risk from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.” Upon completion, the final plan must be reviewed by Virginia Department of Emergency Management (VDEM) and approved Federal Emergency Management Agency (FEMA), and then adopted by each participating jurisdiction. An update must be completed/updated every five years to remain compliant with FEMA.

For Middle Peninsula citizens to receive Hazard Mitigation Assistance funding from FEMA, communities must be in good standing with the National Flood Insurance Program (NFIP) and be a participating part of a hazard mitigation plan. For instance, if a locality does not participate and adopt a hazards mitigation plan, then that locality and its citizens will not be eligible to receive pre- or post-disaster hazard mitigation funding through the Building Resilient Infrastructure and Communities (BRIC) program (the new pre-disaster mitigation program) and the Hazard Mitigation Grant Program (HMGP) for post-disaster funding from FEMA funding.

### WHO is involved in this effort?

This plan encompasses the nine localities of the Middle Peninsula including Essex, Gloucester, King & Queen, King William, Mathews, and Middlesex Counties and the Towns of West Point, Tappahannock, and Urbanna.



### HOW is this effort funded?

The Middle Peninsula Planning District Commission (MPPDC) was funded through the FEMA and VDEM to complete this project.

### WHAT does this plan update entail?

Each locality and tribe appointed representatives to serve on the AHMP's Local Planning Team (LPT). MPPDC staff will guide the LPT through the components of the AHMP update to assess local hazards and develop mitigation strategies that aim to reduce their risk to hazards. The components of this plan include:

1. The **Planning Process** entails the efforts to organize the LPT, hazard resources, project timeline development, and developing a public outreach strategy.
2. The **Risk Assessment** entails the identification of hazards and risk that may impact the region, including a summary of historical experience, estimations of potential frequency and magnitude of disasters, and potential losses to life and property.
3. **Mitigation Strategy Planning** is based on public input, identified risks, and available capabilities. Communities will develop mitigation goals, objectives, and strategies to mitigate hazard-related losses.
4. **AHMP Adoption and Approval** – The 2021 AHMP expires 4/11/27. Therefore, a new plan will need to be adopted by at least one Middle Peninsula by this time. MPPDC staff and localities will work through the fall 2025 to finalize a draft plan and get it approved by FEMA. Following FEMA's approval, localities will work to adopt the updated plan.

### HOW can the public get involved?

Public input is critical to shape the plan. To get involved please visit the [MPPDC Facebook page](#) and the MPPDC website (<https://mppdc.com/index.php/service-centers/mandates/hazards>) to provide input. MPPDC staff and the LPT will develop public surveys, press releases, social media posts, and notices for public input opportunities. A draft plan will be available for public review by Fall 2025.

For more information about this project please contact Jackie Rickards, Senior Planning Project Manager at [jrickards@mppdc.com](mailto:jrickards@mppdc.com).

