

**APPROVED MINUTES  
TOWN OF URBANNA TOWN COUNCIL  
REGULAR MEETING OF APRIL 9, 2026**

A regular meeting of the Town Council of the Town of Urbanna, Virginia, was held on the 9th day of April, 2026 beginning at 6:00 p.m. in the Meeting Room of the Middlesex Volunteer Fire Department located at 330 Virginia Street 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**

The Mayor called the roll:

Marjorie Austin .....	Absent
Larry Chowning .....	Present (Arrived during Item #7)
Alana Courtney.....	Present
Bill Goldsmith, Mayor .....	Present
Merri Hanson.....	Present
Beth Justice.....	Present
Robbie Wilson .....	Present

**Others Present:**

Ted Costin, Town Administrator  
Christine Branch, Town Clerk  
Michele Hutton, Treasurer  
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**

Mayor Goldsmith said items 10a and 10b need to be switched. **Councilmember Hanson made a motion to approve the agenda as amended. Councilmember Justice seconded. The Mayor called for any discussion. All were in favor with none opposed. The motion passed 5-0 with 2 absent.**

**AGENDA ITEM 6. APPROVAL OF MINUTES**

**6a. March 26, 2026 Work Session Draft Minutes**

**Councilmember Hanson made a motion to approve the minutes as presented. Councilmember Justice seconded. The Mayor called for any discussion. All were in favor with none opposed. The motion passed 5-0 with 2 absent.**

**AGENDA ITEM 7. RESOLUTION 2026-003-PROCLAMATION RECOGNIZING APRIL 2026 AS NATIONAL VOLUNTEER MONTH AND APRIL 19-25, 2026 AS NATIONAL VOLUNTEER WEEK IN THE TOWN OF URBANNA**

Mr. Costin noted that the volunteer hours given to the Scottish Factor Store and Museum alone amounts to approximately \$8,000 in savings for staff salaries. Mayor Goldsmith said the Town wouldn't function without volunteers.

**Councilmember Hanson made a motion to adopt Resolution 2026-003 recognizing April 2026 as National Volunteer Month and April 19-25, 2026 as National Volunteer Week in Urbanna with appreciation to all who work to better Urbanna. Councilmember Justice seconded. The Mayor called for any discussion. All were in favor with none opposed. The motion passed 6-0 with 1 absent.**

**RESOLUTION 2026-003  
PROCLAMATION RECOGNIZING NATIONAL VOLUNTEER MONTH AND WEEK**

**WHEREAS** the citizens of the Town of Urbanna have a long and proud tradition of stepping up to strengthen our community, giving their time, talent, and energy to make life better for their neighbors across the Northern Neck and Middle Peninsula; and

**WHEREAS** countless individuals act as volunteers throughout the Town of Urbanna and surrounding area, serving in schools, clinics, food banks, places of worship, and a multitude of organizations that bring hope and opportunity to others; and

**WHEREAS** volunteer service remains essential to meeting the unique challenges of our coastal community - whether improving educational outcomes, supporting families, protecting our local environment and waterways, or caring for those in need; and

**WHEREAS** data from the Virginia Community Engagement Index shows that volunteers invest in the issues they care about including housing, hunger, and access to healthcare; and that the Volunteer River Counties initiative provides a vital resource for connecting our residents with meaningful service opportunities that address those issues; and

**WHEREAS** national sources estimate that Virginia's volunteers generate over \$5.2 billion in economic impact across the Commonwealth, a value deeply felt here in the Town of Urbanna through the thousands of hours donated to our local groups and organizations; and

**WHEREAS** National Volunteer Week, first established in 1974, marks over fifty years of celebrating those who give back and encouraging others to join in service; and

**WHEREAS** it is fitting to honor the individuals and organizations whose commitment to service strengthens the fabric of the Town of Urbanna and builds a brighter future for all our citizens;

**NOW, THEREFORE, BE IT RESOLVED** that the Urbanna Town Council does hereby recognize April 2026 as NATIONAL VOLUNTEER MONTH and April 19-25, 2026, as NATIONAL VOLUNTEER WEEK in Urbanna, Virginia.

**BE IT FURTHER RESOLVED** that the Council calls this observance to the attention of all citizens and encourages everyone to find a way to serve, knowing that when we invest in one another, we create a stronger, more connected community.

**DONE this 9th day of April, 2026.**

## **AGENDA ITEM 8. REPORTS**

### **8a. STAFF REPORTS**

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

Mr. Costin presented his report with the following updates:

- \$27,500 was covered by the USDA for the well house repair project.
- The Town will receive \$450,000 towards pre-engineering of a permanent bridge for the marina from a federal grant written by the Middle Peninsula Planning District Commission (MPPDC). Details are not yet known as the announcement was just made on Monday, April 7, 2026. The Town was the only Virginia entity to receive funding.

Councilmember Courtney asked if someone has read the grant carefully. Mr. Costin said he has read the application but has not yet seen the grant award. Once it's received, he and the Town Attorney will review it.

Councilmember Wilson asked why look at a temporary bridge. Mr. Costin said because we can't do anything until the grant is actually awarded. We'll also have to go through whatever bid process the grant calls for.

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

Ms. Hutton presented the January Treasurer's Report. There were no questions from Council.

Ms. Hutton said the one remaining real estate tax lien has been released. It was for a five-year delinquent property and has been paid. She said there are two delinquent meals tax accounts and she is working with them to get them up-to-date.

Mayor Goldsmith said the Taber Fund value was back up to \$1.2 million.

Councilmember Courtney asked why the Renter Water Deposits line item is negative. Ms. Hutton said because this is an escrow account. The monies are deposits held by the Town and are to be returned to the customer if/when water service is ended.

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

The Monthly Clerk's Report was presented. There were no questions from Council.

### **8b. COMMITTEE REPORTS**

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

The Finance Committee did not meet. Councilmember Wilson said a meeting needs to be called to begin work on the budget.

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

The Water Committee met on March 24, 2026. Several of the items they discussed will be addressed later in this meeting.

#### **8b.3. Special Events Committee**

4<sup>th</sup> of July: Councilmember Justice said Mr. Costin secured a military band for Friday. There will be a movie in the park, pie eating contest, live music, and more on Saturday.

#### **8b.4. Personnel Committee**

The Personnel Committee did not meet.

#### **AGENDA ITEM 9. PUBLIC COMMENT 1 & COUNCIL RESPONSE TO PUBLIC COMMENT 1**

There were no speakers.

#### **AGENDA ITEM 10. OLD BUSINESS**

##### **10b. Mainstreet Wayfinding Presentation**

Members of Urbanna Main Street introduced Shawn Terpack, Art Director and Wayfinding Specialist with Arnett Muldrow and Associates. Mr. Terpack presented several ideas for a new Town branding logo and signage. The current grant would cover Phase 1 which is pedestrian signage. Funding is being sought for Phase 2 which will cover vehicular signage and additional pedestrian signage. All will bring a cohesive look to Town attractions and amenities. The Town will own the signs and Urbanna Main Street will install and maintain them.

Councilmember Courtney said the logo should include an oyster instead of the shell design. Mr. Terpack said they are trying to tell a broader story. He also said the oyster is not terribly attractive. Mary Jane Wyatt with Main Street said they want to show that the Town is more than just oysters. She feels this logo is attention getting. Councilmember Hanson said it gives us something to talk about and provides an opportunity to tell the story of who we are. Councilmember Chowning said it brings attention to the shell which is billions of years old and is found throughout Urbanna Creek and our region. Meghan Hall with Main Street said she also initially felt an oyster should be used but this design is clean, new, and bright.

**Councilmember Hanson made a motion to direct staff to develop a Memorandum of Understanding as appropriate to consider the wayfinding signs Town Signs with the installation and maintenance the responsibility of Urbanna Main Street. Councilmember Justice seconded. The Mayor called for any discussion. All were in favor with none opposed. The motion passed 6-0 with 1 absent.**

##### **10a. Repair/Replace Marina Bridge**

Mr. Costin recapped the situation and need for the marina bridge repair/replacement. He said we continue to receive complaints about the lack of access, parking, and difficulty servicing the marina and boaters. This may lead to lost revenue in both near and long-term durations. Events such as July 4 Boat Parade are now in jeopardy of being lost as well as a Christmas themed opportunity.

A proposal was received from T.D. Eure Marine Construction Company, who Mayor Goldsmith met with on March 13, 2026. (Attachment A)

Chase Evans with Evans Construction gave an overview of the quotes he provided to Councilmember Wilson in March 2026. (Attachment B)

Ms. Erard said she has worked with Mr. Evans and recommends him. She said he is very thorough and detail-oriented.

**10c. Valve Box Repair Proposal**

Mr. Costin said the Water Committee recommends accepting the proposal and spreading the project over two or more fiscal years. He noted there is uncertainty of the exact location of the valve covers, depth, and condition which may cause the actual cost to exceed the estimate of \$3,900 per valve box.

Councilmember Wilson said we have the money due to the reimbursement for the well house repairs and suggested they all be done now.

**Councilmember Hanson made a motion to authorize the Town Administrator to accept the proposal of Metro Contractors, Inc. to uncover and adjust to grade height water valve covers as determined by staff, adding a not-to-exceed amount of \$35,000 without additional Council approval. Councilmember Justice seconded. The Mayor called for any discussion. The Mayor called the roll:**

- Marjorie Austin..... Absent**
- Larry Chowning..... Aye**
- Alana Courtney..... Aye**
- Bill Goldsmith, Mayor ..... Aye**
- Merri Hanson ..... Aye**
- Beth Justice..... Aye**
- Robbie Wilson ..... Aye**

**The motion passed 6-0 with 1 absent.**

**10d. Resolution 2026-004 – VDOT Land Use Permit**

Mr. Costin said that, because the valve boxes are located in VDOT rights-of-way, they are not responsible for any damage done to them. Also, in order for us to repair them, we need to put up a bond for each one or pass the provided Resolution which allows our existing insurance to stand in place of a bond and use that to cover any repair damage resulting from Town work. The Town’s attorney, insurer, and Water Committee all support this Resolution.

**Councilmember Justice made a motion to approve Resolution 2026-004 regarding Land Use Permitting. Councilmember Courtney seconded. The Mayor called for any discussion. All were in favor with none opposed. The motion passed 6-0 with 1 absent.**

**RESOLUTION 2026-004  
VIRGINIA DEPARTMENT OF TRANSPORTATION  
LAND USE PERMIT RESOLUTION**

**WHEREAS** it becomes necessary from time to time for the Town of Urbanna to obtain land use permits from the Virginia Department of Transportation to install, construct, maintain, and operate certain public works and public utilities projects along, across, over, and upon highway systems of the Commonwealth of Virginia; and,

**WHEREAS** expense, damage, or injury may be sustained by the Commonwealth of Virginia growing out of granting to the Town of Urbanna by the Virginia Department of Transportation of said permits for the work aforesaid;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Urbanna:

**Section 1:** That in accordance with the provisions of Section 24VAC30-151-720 of the Land Use Permit Regulations of the Virginia Department of Transportation, the Town of Urbanna (Town) does hereby grant assurances to the Virginia Department of Transportation (VDOT) that it shall in all respects comply with all of the conditions of the permit or permits that have been, or will be, granted to the Town and that said jurisdiction does hereby certify that it will carry liability insurance for personal injury or property damage that may arise from the work performed under permit and/or for the operation of the permitted activity as follows: up to one-million dollars (\$1,000,000) each occurrence to protect the Commonwealth Transportation Board members and the Virginia Department of Transportation's agents or employees; seventy-five thousand dollars (\$75,000) each occurrence to protect the Commonwealth Transportation Board, the Virginia Department of Transportation or the Commonwealth of Virginia in the event of a suit.

**Section 2:** That the Town Administrator, or their designee, be, and hereby is authorized to execute on behalf of the Town all land use permits and related documents of the Virginia Department of Transportation.

**Section 3:** That this resolution shall be a continuing resolution and shall not be revoked unless and until sixty (60) days written notice of any proposed revocation be submitted to the Virginia Department of Transportation.

**Section 4:** That the Town shall, if requested by the Virginia Department of Transportation, provide a letter that commits to using the surety provided by its contractor or to have the contractor execute a dual obligation rider that adds the Virginia Department of Transportation as an additional obligee to the surety bond provided to the Town, with either of these options guaranteeing the work performed within state maintained right-of-way under the terms of the land use permit for that purpose.

**BE IT STILL FURTHER RESOLVED** that the Town Administrator, or their designee, be, and hereby is authorized and directed to procure insurance required by Section 1 herein.

**DONE this 9th day of April, 2026.**

#### **10e. Wooden Pickle Contract**

Mr. Costin presented the revised Food Service Agreement (Attachment C) with The Wooden Pickle Café for operating the Snack Shack at the pool for the 2026 season.

Councilmember Wilson asked if there were any problems with the Health Department regarding staff using the refrigerator for their personal food. Mr. Costin said The Wooden Pickle raised no issue with it.

**Councilmember Hanson made a motion to direct the Town Administrator to execute on behalf of the Town the agreement presented this evening with The Wooden Pickle Café to provide food and drink services at the Marshall Community Pool for the 2026 season. Councilmember Courtney seconded. The Mayor called for any discussion. All were in favor with none opposed. The motion passed 6-0 with 1 absent.**

**AGENDA ITEM 11. NEW BUSINESS**

**11a. Resolution 2026-005 – Water Connect/Disconnect and Usage Agreement with Aylett Country Day School for Tax Map 20A-18-E3**

Mr. Costin said an unbilled meter was discovered due to a leak during the ice storms on the property owned by Aylett Country Day School (ACDS). Staff research discovered a verbal agreement had been reached that ACDS would be exempt from paying water bills. No written agreement could be found by either party. This verbal agreement arrangement is significantly flawed. It should have been a written document acted on by Council in a public setting as has been done with the Fire Department, Rescue Squad, and Library. The distinction between this property and others owned by 501(c)3 organizations in town is that this property is unimproved and used only once per year during the Oyster Festival. If/when this property is improved, this Agreement would become null and void. ACDS is agreeable to the Agreement as well as paying for the water loss that occurred. The Water Committee also reviewed and supports this agreement.

**Councilmember Hanson made a motion to adopt Resolution 2026-005 – Water Connect/Disconnect and Usage Agreement with Aylett Country Day School for Tax Map 20A-18-E3 as presented. Councilmember Justice seconded. The Mayor called for any discussion. All were in favor with none opposed. The motion passed 6-0 with 1 absent.**

**RESOLUTION 2026-005  
WATER CONNECT/DISCONNECT AND USAGE AGREEMENT  
WITH AYLETT COUNTRY DAY SCHOOL FOR TAX MAP 20A-18-E3**

**WHEREAS**, Aylett Country Day School (ACDS), a 501(c)3 corporation, owns property located within the Town of Urbanna (the Town) which is connected to the Town water system; such property identified on the Middlesex County Tax Map as Tax Map 20A-18-E3 located on Rappahannock Avenue; and

**WHEREAS** currently there is no permanent structure on the ACDS property which it primarily uses during the Urbanna Oyster Festival; and

**WHEREAS** ACDS wishes to authorize the Town to disconnect the water meter located on the property after the conclusion of Oyster Festival activities each year, no later than November 30, and reconnect the meter each year no later than the first day of the week of Oyster Festival or November 1, whichever is earlier;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of The Town of Urbanna, Virginia that the Urbanna Water Operations department is authorized to connect and disconnect the meter to the Aylett Country Day School property according to the schedule they have requested and with the following conditions:

1. Aylett Country Day School shall pay the minimum bi-monthly water usage rate for the full billing cycle containing the month of November along with any usage overage rate, all such rates as set by Council and amended from time-to-time.
2. Aylett Country Day School shall not incur the minimum monthly usage rate when the meter is disconnected, except as required above.
3. Aylett Country Day School shall not pay a connect or disconnect fee for this service.
4. This agreement does not include any sewer or sewerage fees.

5. This Resolution and agreement shall terminate if and when a permanent structure is permitted for the property; if Aylett Country Day School sells or no longer owns the property; and/or until such time as the Town Council may desire to rescind it via Resolution with notice to Aylett Country Day School; and

**BE IT FINALLY RESOLVED** that this Resolution shall supersede any previous policy or agreement that may exist with Aylett Country Day School and take effect immediately.

**DONE this 9th day of April, 2026.**

### **11b. Location Release**

Mr. Costin said the Hampton History Museum asked for permission to film for a Revolutionary War-themed documentary on Town property, specifically the Town Marina and Scottish Factor Store from May 12-14, weather dependent. Credit will be given to the Town of Urbanna, Virginia as a filming location which could lead to other opportunities. (Attachment D)

**Councilmember Hanson made a motion to authorize the Town Administrator to execute the License Agreement involving Town properties with Hampton History Museum for the filming of a Revolutionary War themed documentary. Councilmember Justice seconded. The Mayor called for any discussion. All were in favor with none opposed. The motion passed 6-0 with 1 absent.**

### **AGENDA ITEM 12. PUBLIC COMMENT 2 AND COUNCIL RESPONSE TO PUBLIC COMMENT 2**

William Mayo of Rappahannock Avenue said he doesn't think the water rates should go up. He said he doesn't think people who have their meters turned off should be exempt from paying. He said customers should only pay for what they use, not a minimum.

Mayor Goldsmith said it's similar to electricity in that you are paying for more than just the water but the cost to bring it to you such as line fees, maintenance, etc.

Roy Kime of Howard Street said if you accept federal money to build the bridge, you have to build to their standards. He recommended reading the grant very carefully.

### **AGENDA ITEM 13. COUNCIL ANNOUNCEMENTS & REQUESTS**

Councilmember Courtney asked if a local business had been issued a violation for holding Bingo. Mr. Costin gave the history of the situation and said it is a violation of a Special Use Permit (SUP) regarding gaming. He said there an application has been made to amend the SUP to rectify the situation.

### **AGENDA ITEM 14. CLOSED MEETING (if needed)**

None required.

### **AGENDA ITEM 15. ADJOURN OR RECESS**

**Councilmember Hanson made a motion to adjourn. All were in favor with none opposed. The meeting was adjourned at approximately 7:55pm.**

Respectfully submitted,  
Christine H. Branch, Town Clerk

**Approved by Council: April 23, 2026**

ATTEST:

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Christine H. Branch, Town Clerk

# ATTACHMENT A



**T D EURE MARINE CONSTRUCTION, LLC**  
**PO BOX 650**  
**MOREHEAD CITY, NC 28557**  
**TEL: 252-728-4191**  
**FAX: 252-728-4192**

April 8, 2026

Town of Urbanna  
c/o Mayor Bill Goldsmith  
300 Virginia Street  
Urbanna, Virginia 23175

**RE: Proposal for Bridge Replacement/Repair for Town of Urbanna, Virginia**

Following our on-site meeting with Mayor Goldsmith on March 13th, we took the opportunity to review the Town's special session from March 4th and the council meetings from March 12th and March 26th. That review gave us a more complete picture of where things stand, what the Town needs, and what you are looking for from TD Eure. We appreciate the transparency of those proceedings and want to respond with an equally straightforward proposal.

Based on our review, we are presenting two paths forward.

**Option 1: Temporary Bridge (Recommended Near-Term Solution)**

We recommend that the Town engage with WRA to prepare the design and provide construction oversight for a temporary bridge installation. While termed "temporary" as a contrast to the VDOT spec'd option, we believe this could result in a very long-term solution for the town. TD Eure Marine Construction can provide and install the bridge, including proper abutments, for an estimated **\$300,000 to \$400,000**. This range accounts for site-specific variables that will be refined once a design is in hand. We believe this represents a realistic and actionable near-term path to restoring access.

**Option 2: Permanent Bridge (VDOT-Compliant Design)**

If the Town determines that VDOT standards are required to meet the liability insurance terms, and wishes to pursue a more comprehensive solution, a fully engineered design will be required. We are prepared to serve as the construction contractor for that scope, if WRA is selected as the engineering firm for design and oversight. However, we cannot provide a construction price for this option until that design exists, or at a minimum, until we have more detail regarding the requirements of the bridge itself, and the extent of roadway work that must be performed in conjunction with the bridge repair.

**Summary**

We understand the Town is working within significant budget constraints and is looking for a practical solution it can move on now. We believe Option 1, a temporary bridge designed by WRA and installed by TD Eure, is the most achievable path given those constraints. We are ready to engage immediately upon direction from the Town. We welcome the opportunity to discuss either option further and to work through the details together. Please do not hesitate to contact us with any questions.

Respectfully submitted,

B.I. Mansour  
Vice President  
TD Eure Marine Construction, LLC.  
252.571.4505 Mobile  
BI@TDEure.com

**ATTACHMENT B**



Pre-Construction & Design Services Proposal

**Urbanna Town Marina Bridge Replacement**

Prepared for:  
Town of Urbanna  
Middlesex County, Virginia

Prepared by:  
Evans Construction, Inc.  
1700 Old Williamsburg Road  
Sandston, Virginia 23150

Date: March 2026

## **1. Project Overview**

The Town of Urbanna intends to replace the existing bridge providing access to the Urbanna Town Marina located on Oyster Road over Urbanna Creek. The current structure is deteriorating and requires replacement with a new pre-engineered galvanized steel bridge approximately 24 feet wide by 40 feet long.

Evans Construction proposes to provide pre-construction management and coordination services for the design, permitting, and preparation of construction documents required for the project. Evans Construction will assemble and manage the professional design team necessary to deliver a fully permitted and constructible project.

## **2. Scope of Pre-Construction Services**

Evans Construction will coordinate the work of the required engineering, surveying, environmental, and design professionals necessary to prepare the project for construction. The proposals of each firm are included with this proposal. Their individual scopes as well as exclusions or clarifications are included within the overall project Scope.

### **A. Survey & Civil Engineering Design**

Consultant: Landtech Resources, Inc. / ADPA

- Topographic survey of the project area and surrounding conditions
- Survey of the waterway beneath the existing bridge
- Mapping with 1-foot contour intervals
- Utility coordination through Miss Utility
- Civil site design including demolition plans, grading plans, erosion & sediment control, utility plans, layout plans, and construction details.

### **B. Structural Bridge Engineering**

Consultant: The Structures Group, Inc.

Structural engineering services will include the design of bridge abutments, wingwalls, pile foundations, and approach slabs required for installation of the new bridge. The structural drawings will include material specifications, foundation plans, sections, details, and construction notes.

### **C. Environmental Studies & Permitting**

Consultant: Permit Division, LLC

- Wetlands delineation
- Flood modeling (HEC-RAS)
- Water quality impact assessment
- Riparian buffer mitigation planning
- Joint Permit Application preparation
- Coordination with the Town of Urbanna, Middlesex County, DEQ, VMRC, and the U.S. Army Corps of Engineers.

### **D. Galvanized Bridge Design –**

Consultant: Contech Engineered Solutions LLC

- Design a 40x 24' galvanized modular bridge with a concrete deck (deck by others-deck design by Contech) H193 loading, to meet VDOT standards, PE stamp VA, Load Rating.

### **3. Project Deliverables**

- Topographic survey and base mapping
- Civil engineering plans
- Structural bridge design drawings
- Environmental studies and permit applications
- Construction Documents prepared and ready for submission

### **4. Estimated Professional Services Budget**

Civil Survey & Design:	\$25,300
Structural Bridge Engineering:	\$19,500
Environmental Studies & Permitting:	\$13,000
Bridge Design:	\$20,000
Preconstruction coordination & management:	\$15,560
Printing / Reimbursables allowance:	\$4,500
Estimated Total Pre-Construction Services:	\$97,860

Permit fees and regulatory agency costs are not included. Geotechnical investigation / borings are not included as part of this proposal but will be necessary to determine the type and capacity of existing soils. Virginia Natural Gas / Dominion VA Power / Cox Communication design location is not included. Private utility location is not included currently.

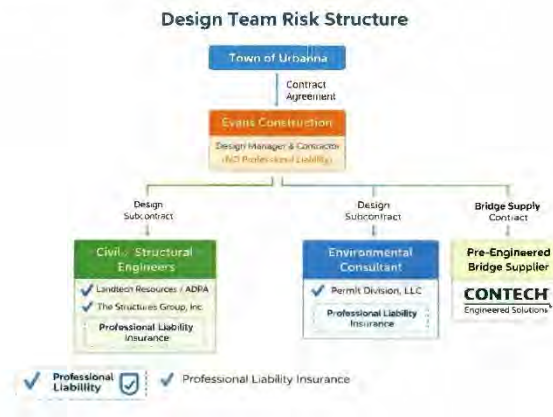
**5. Role of Evans Construction**

Evans Construction will serve as the lead pre-construction coordinator responsible for:

- Managing design consultants
- Coordinating regulatory approvals
- Conducting constructability reviews
- Developing preliminary project budgeting

**6. Professional Services Liability:**

Evans Construction shall act solely as a construction manager and coordinator of design consultants. All professional design services shall be provided by licensed consultants retained by Evans Construction.

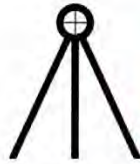


**7. Reference examples:**

The images below are intended to be reference examples to convey the intent and our understanding of the project.







March 6, 2026

Chase Evans  
President  
Evans Construction

**Reference: Urbanna Bridge**

In accordance with your request, we are pleased to provide this proposal for engineering and land surveying services for the above-mentioned project. The project will consist of the civil site design required for the replacement of the failing bridge located on the access road into the Urbanna Marina.

The following scope of services is to develop the required permit and construction drawings to obtain a land disturbance permit from the Town of Urbanna and Middlesex County for the proposed site work.

On the following pages you will find our fee schedule and scope of work associated with this project.

Landtech Resources, Inc.  
205-E Bullfants Boulevard  
Williamsburg, Virginia 23188  
Phone: 757-565-1677  
[www.landtechresources.com](http://www.landtechresources.com)

A. D. Potts & Associates  
11524 Jefferson Avenue  
Newport News, Virginia 23601  
Phone: 757-565-4610  
[www.adpa.com](http://www.adpa.com)

**Design Proposal:**

**I. Topographic ..... \$ 5,550.00**

- A topographic survey of the project area as well as surrounding areas required for proper development of design documents will be performed. The anticipated survey area is 0.5-acres.
- Approximate topography of the existing waterway adjacent to and under the existing bridge will be obtained as part of this survey.
- Existing contours will be based on a 1' contour interval.
- Existing topography will be collected utilizing photogrammetric & remote sensing techniques as well as conventional ground-based survey techniques.
- Underground utilities will be shown as marked by Miss Utility of Virginia.

**II. Civil Site Design ..... \$ 17,250.00**

- A civil engineering site design in accordance with the Town of Urbanna and Middlesex County ordinance will be provided for review and approval.
- The site design services will include the following design elements:
  - a. Existing Site Conditions
  - b. Project Environmental Inventory
  - c. Demolition Plan
  - d. Erosion and Sediment Control Plan
  - e. Layout Plan
  - f. Grading Plan
  - g. Utility Plan
  - h. Associated Construction Notes and Details

**III. Project Administration ..... \$ 2,500.00**

- Includes meetings with client and municipal staff throughout the design phase of the project.
- Will be billed hourly based on the below-provided fee schedule:
  - i. Licensed Engineer - \$ 150.00/hr.
  - ii. Licensed Surveyor - \$ 125.00/hr.
  - iii. Engineering Tech - \$ 85.00/hr.
  - iv. Survey Tech - \$ 75.00/hr.
  - v. Office Admin - \$ 55.00/hr.
  - vi. Survey Crew - \$ 200.00/hr.

**Services not included in the scope of this proposal:**

1. Land Boundary / ALTA-NSPS Land Title Surveys
2. Environmental delineations and studies
3. Off-site utility analysis
4. Phone, data, cable television and power distribution design
5. Geotechnical engineering services
6. Signage design services
7. County review fees
8. State of Virginia VSMP permit fees
9. Fire suppression Design
10. Private well & septic design
11. Mechanical, electrical, plumbing or irrigation design
12. Off-site traffic improvements and traffic studies
13. Any item not specifically reflected in the above scope of work

**Services to be provided to ADPA and completed by other parties if applicable:**

1. Virginia Natural Gas design location
2. Dominion Virginia Power design location
3. Cox Communications design location
4. Structural Bridge Foundation Design
5. Geotechnical Soils Report
6. Environmental Assessment w/ RPA Determination

***This proposal and all services herein are offered by Landtech Resources, Inc. A.D. Potts & Associates is a tradename owned by Landtech Resources, Inc.***

If additional items outside of this proposal are required, they will be invoiced at an hourly rate to be negotiated at the time of the need for additional work arises. No additional work outside of this proposal will be conducted with the authorization to proceed with the client.

We appreciate the opportunity to provide this proposal, and we look forward to working with you. If this proposal is acceptable, please indicate by signing in the space provided below and returning the executed proposal to our office. A deposit of up to 50% may be required as a part of this contract prior to the start of work. Please contact our office if you have any questions.

Sincerely,



**William S. Felts, L.S., P.E.**  
Vice President

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Client Billing Information:**

Company Name - \_\_\_\_\_

Name of Contact Person - \_\_\_\_\_

Contact Person Title - \_\_\_\_\_

Billing Address - \_\_\_\_\_

Phone - \_\_\_\_\_

Fax - \_\_\_\_\_

Email - \_\_\_\_\_

**Printing:** *Printing of project documents required for submittal to the appropriate approval authorities including local municipalities, or others as specified in the Agreement are **NOT** included in the Basic Services of the Agreement. All reports, drawings, specifications, computer files, field data, notes and other documents and other instruments of service shall remain the property of the Consultant. Client copies of the project documents are available upon request and will be charged according to the printing fees as follows:*

- 1. Letter Documents ..... \$ 0.15/copy
- 2. Legal Documents ..... \$ 0.15/copy
- 3. 18"x24" Documents ..... \$ 1.50/copy
- 4. 24"x36" Documents ..... \$ 2.00/copy

**TERMS AND CONDITIONS**

This proposal will be honored for a period of 30 days from its date unless extended in writing. Thereafter, Landtech Resources, Inc. reserves the right to revise the Agreement.

**Termination:** Either party, in the event of substantial failure to perform in accordance with the terms hereof, may terminate this Agreement upon seven (7) calendar days written notification. In the event of such termination, the Client agrees to pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

**Limits of Liability:** Client agrees, to the fullest extent permitted by law, to limit Consultant's liability to Client for any and all claims, losses, costs, damages of any nature or claims expenses from any cause or causes, arising from Consultant's professional acts, errors, or omissions, such that the total aggregate liability of Consultant to all those named shall not exceed Consultant's total fee for the services rendered on this project.

**Design Without Construction Oversight:** It is understood and agreed that the Consultant's Basic Services under this Agreement do not include project observation or review of the Client's/Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the reports/permit conditions and for construction observation and the Client waives any claims against the Consultant that may be in any way connected thereto. The Client may arrange for the Consultant to offer these services as additional services.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subcontractors against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any reports/permit conditions to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

**Mediation:** In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

**Subconsultants:** The Consultant may engage the services of any Subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such Subconsultants may include any specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.

**Record Documents:** Upon completion of the Work, the Consultant shall compile for and deliver to the Client a copy of any report produced for the project. Because these Reports may be based on unverified information provided by other parties, which the Consultant shall assume will be reliable, the Consultant cannot and does not warrant their accuracy.

**Confirmations:** The Consultant shall not be held liable for damages involving studies or reports unconfirmed by the appropriate regulatory authority. This includes wetland delineations, permit monitoring, stream assessments, etc.

**Delays:** Consultant shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of Consultant.

**COMPENSATION FOR SERVICES**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the Scope of Services, Compensation, or Schedule, the Consultant may call for renegotiations of appropriate portions of this Agreement. Fee includes addressing comments from the reviewing authorities one time. Time and material fees will be charged at the standard rates, based on the Consultant's prevailing fee schedule, unless they are the result of unanswered comments.

**Payment:** Client agrees to pay Consultant for work performed in accordance with the terms of this Contract, without regard for project viability. It is specifically understood and agreed that payment to Consultant is not dependent on the Client receiving funding from any other source.

**Drawings:** The Client will receive one copy of each submittal plus a copy of any applicable confirmations at no additional charge outside of this proposal. Additional copies are available upon request per the prevailing fee schedule. Required copies to be provided to reviewing agencies will be provided in accordance with Consultant's printing fee schedule. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments of service shall remain the property of the Consultant. For time and material projects all additional prints and drawings are billable.

**Additional Services:** If agreed to in writing by Client and Consultant, Additional Services will be provided. Additional Services are not included in the Basic Scope of Services and will be paid for by the Client in accordance with the current Fee Schedule.

**Payment Due:** Invoices will be submitted by Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 days. Payment to the Consultant is the sole responsibility of Client and is not subject to third party agreements.

**Interest:** If payment is not received by Consultant within 30 days, Client agrees to pay two (2) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid balance. In the event proceedings to collect past due accounts must commence, the Client agrees to that all such costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in effort to collect. Client hereby agrees to venue in James City County, Virginia.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, Consultant shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

**Suspension of Services:** If Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon seven (7) calendar days' notice to Client. The Consultant shall have no liability to the Client for any costs or damages as a result of such suspension caused by any breach of the Agreement by the Client. If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a breach of this Agreement and may be cause for termination of this Agreement by the Consultant.

*These Terms and Conditions are part of Landtech Resources Inc. contractual Agreement and are effective upon signing the Work Authorization.*



## The Structures Group, Inc.

Consulting Engineers

March 9, 2026

Chase T. Evans, President  
Evans Construction, Inc.  
1700 Old Williamsburg Road  
Sandston, VA 23150

Re: Evans Construction/Urbanna Town Marina/Bridge Replacement  
TSG No. VA26072.DES

Dear Mr. Evans:

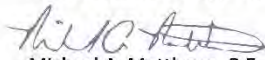
We are pleased that you have considered The Structures Group, Inc. to provide the structural design and development of structural construction drawings for the abutments and wingwalls at each end of the proposed approximately 24'-0" wide x 50'-0" long pre-engineered galvanized steel replacement bridge to be constructed on Oyster Road over Urbanna Creek approaching the Urbanna Town Marina located at 210 Oyster Road in the Urbanna area of Middlesex County, Virginia. Based on our preliminary discussions, we understand that surveying and civil engineering will be performed by Landtech Resources, Inc. We also understand that a geotechnical report will be prepared by a geotechnical engineer to be utilized in our design of the pile foundation for the bridge abutments and wingwalls. Additionally, we understand that the galvanized steel bridge structure will be designed and manufactured by Contech Engineered Solutions, LLC.

We will conclude our structural design services with the creation of structural construction drawings, which will include General Notes, including Material Specifications, Pile Foundation Plans, Abutment and Wingwall Plans, Approach Slab Plans, Sections, and Details. Construction administration services for this project have not been included but can be performed, if required, at the hourly rates listed in the attached Agreement.

Enclosed is a copy of our Standard Agreement for Consulting Engineering Services. It is our policy to perform these types of services on a lump sum basis. Based on our discussions and review of the preliminary bridge plans provided by Contech Engineering Solutions, LLC, we feel we can complete this project for a lump sum fee of \$19,500. When you have had a chance to review this contract, please execute and forward the original to our office. Work will commence upon receipt of an executed contract.

We appreciate the opportunity to be of service in this matter. If you have any questions, please do not hesitate to contact our office.

Sincerely,  
The Structures Group, Inc.



Michael A. Matthews, P.E.  
President

MAM/msv

Enclosure

1200 Old Colony Lane  
Williamsburg, VA 23185

Phone (757) 220-0465  
Fax (757) 220-1546



# The Structures Group, Inc.

Consulting Engineers

## AGREEMENT FOR ABBREVIATED CONSULTING ENGINEERING SERVICES

<b>Client:</b> Chase T. Evans, President Evans Construction, Inc. 1700 Old Williamsburg Road Sandston, VA 23150	<b>Project Name:</b> Evans Construction/Urbanna Town Marina/Bridge Replacement
	<b>Project Number:</b> VA26072.DES
	<b>Date:</b> March 9, 2026

The Client and Engineer agree as set forth below:

### DESCRIPTION OF PROJECT:

Structural Design of Bridge Abutments

### BASIC SERVICES:

Provide the structural design and development of structural construction drawings for the abutments and wingwalls at each end of the proposed approximately 24'-0" wide x 50'-0" long pre-engineered galvanized steel replacement bridge to be constructed on Oyster Road over Urbanna Creek approaching the Urbanna Town Marina located at 210 Oyster Road in the Urbanna area of Middlesex County, Virginia. Per our letter dated March 9, 2026, we will conclude our structural design services with the creation of structural construction drawings, which will include General Notes, including Material Specifications, Pile Foundation Plans, Abutment and Wingwall Plans, Approach Slab Plans, Sections, and Details. Construction administration services for this project have not been included but can be performed, if required, at the hourly rates listed below.

### BASIS OF COMPENSATION:

Compensation shall be computed on a lump sum basis of \$19,500. Additional services shall be billed at the following hourly rates. Reimbursable expenses will be billed in addition as noted below.

Principal	\$240/hour
Project Manager	\$215/hour
Professional Staff	\$200/hour
Professional Intern	\$180/hour
Technical Staff	\$135/hour
Support/Clerical	\$75/hour

Reimbursable Expenses (i.e. mileage, airfare, lodging, meals, reproductions, photographs, postage, etc.) shall be billed at 1.2 times the expense incurred by The Structures Group, Inc. (TSG, Inc.) Invoices will be submitted to the Client on a monthly basis. Payments are due and payable within 15 days of the date of TSG, Inc. invoice. Accounts unpaid 15 days after the date of Invoice shall bear interest at 1.5% per month. All fees incurred in collection of past due accounts including, but not limited to, reasonable attorney fees and court costs shall also be paid by the client.

### CLIENT

### ENGINEER

Chase T. Evans

Client

Michael A. Matthews, P.E.

President

1200 Old Colony Lane  
Williamsburg, VA 23185

Phone (757) 220-0465  
Fax (757) 220-1546

## Letter of Engagement

Permit Division, LLC  
PO Box 1021  
Westpoint VA, 23181  
Chase Evans  
Urbanna Bridge Replacement



3/11/2026

Dear (Owner):

This letter (the "Agreement") summarizes my understanding of the arrangement that we discussed on 3/11/2026 after our conference. If this Agreement is acceptable to you, please sign below in the space designated for your signature if you would like to move forward.

### 1. Agreement

It is understood that the parties listed, "Owner" and "Agent" have agreed to the following: The design, preparation, and filing of permits on behalf of Chase Evans at the appropriate governing agency. For this document, the term "Agent" is referring to services performed by, Permit Division LLC and the term "Owner" is referring to the person(s) Chase Evans requesting the permit(s), the term "Contractor" is Evans Construction the term used for to provide the necessary information if plans change to the design permit(son the Owner's behalf.

#### 1.1 The Agent will perform the following services:

- Scope of work
  - Wetlands Delineation Survey of existing site for Design \$3000.00 TBD
  - Flood modeling (HEC-RAS) \$4000.00
  - Water Quality Impact Assessment \$3000.00
  - JPA, E&S, and RPA mitigation plan \$3000.00
  - Coordination with Middlesex/Urbanna, Army Corp of Engineers, and DEQ/VMRC
- File permit(s) on the Owners behalf for the project at Urbanna Bridge Replacement
- The documents required to complete the permitting and approval process for this project will consist of the following:
  - Structural and building plans for the proposed project.
  - A current property survey showing existing conditions (can be provided if one has not been completed at additional cost)
  - Any available existing site plans, plats, or construction drawings related to the property
  - Ownership documentation and authorization forms required for permit submission

## Permit Division

-Any additional supporting documentation requested by local, state, or federal regulatory agencies during the review process

### 1.1a The agent will:

-Attend all and any board hearings on the Owner's behalf as requested by the governing agency to be completed to ensure the appropriate filing procedures are followed.

-The Agent will require access to the project site to mark appropriate areas as required by governing agencies. Every opportunity will be taken to make an appointment during normal business hours. Due to tidal schedules, this may not always be possible.

-The Agent will work with the **Chase Evans** to obtain all permits for the chosen design, including those modifications required by different agencies.

-Make the necessary adjustments to any and all permits and resubmit if needed.

-Provide the Owner with any invoices or fees generated to be paid by them to complete the permit process.

-The licensed and insured Contractor or Contractors, hired by the Owner, is responsible for installation means and methods per manufacturers recommendations, and on site inspections and any and all E&S controls required to complete the project. At no time will the Agent perform construction oversight as part of the scope of this project.

### 1.2 The Owner

-Will need to provide the following documents and information as necessary to complete the permit for the project at if applicable:

-All documents provided by the contractor, drawings, cost of the current project, and any dimensions of the proposed structures if different or changes from the submitted permit design.

-A copy of the property survey of where the project will be completed if required by a government agency.

-Provide adjacent property owners email, phone number, and address if required based-on project design and permit (s) requirements, and provide best means to contact adjacent property owners. If a signature is required, the fastest means and methods should be used to obtain the adjacent properties signatures is for the home owner to the obtain signatures. However, the Agent will use methods email, other digital methods, postal service, or in person at the owners request, by doing this will speed up the process. If VMRC has to accomplish task it will add additional time and cost for the Owner

-The Owner is responsible for all fees associated with the filing of permits. This includes but is not limited to all permit (s) fees/taxes by any governing agency; public ads needing to be posted, and refiling fees if needed .

-Contact the contractor for all and any signatures if required for the permits.

-The Owner and/or their contractor(s) shall retain ultimately responsibility for the design, installation, and conformance to all local and state regulations

## 2. Payment Terms

-The Agent will provide an invoice, and payment in full is due 30 days from when the first permit has been filed with the appropriate government agency.

-The Agent will contact the Owner to pay any fees associated with the permitting process set forth in Paragraph 1.2 of this Agreement. *The total will change based on what is excluded in the scope of work or is added*

-The fee for the provided design and the Agent's work to fully permit the design provided by Chase Evans is 13,000.00 and \$100.00/hr. unscheduled meetings to include homeowner redesign after submission of permit and additional board meeting per the different agencies. This fee is based on overall project cost at the time of the signed agreement.

-Any additional permit not stated above will be additional cost per permit. The Agent will advise Owner prior to any invoice or work to be completed.

-If the Owner cancels this agreement prior to permits being filed or before the conclusion of the permitting process, the Owner will be charged a minimum of 10 hours of the hourly wage and the Owner will receive all work completed by the Agent within thirty (30) days of cancellation. of this agreement.

-The term of this Agreement ("Term") will commence as of the signing of this document and will continue in effect until Owner has received a final disposition from the governing agency at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both of us in the manner described in Paragraph 5 of this Agreement or as otherwise provided for in this Agreement.

## 3. Force Majeure

-If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

## Permit Division

### 4. Notice

-Any notices to be given under this Agreement by either of us may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the addresses set forth in this Agreement unless one of us notifies the other, in writing, of a change of address.

### 5. No Other Agreement

-This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.

### 6. Governing Law

-This Agreement shall be interpreted in accordance with the laws of Virginia. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

### 7. Attorney's Fees

-We agree that if any action is commenced to enforce any claim, demand, debt, action, cause of action, liability, cost, right, duty or obligation provided herein, or if any action is commenced to enforce any of the provisions of this Agreement, the prevailing party in such an action shall be entitled, in addition to any other remedies, to an award of out-of-pocket attorney's fees, including all actual costs incurred by the prevailing party.

### 8. Remedy of the Parties

-Except as otherwise specifically provided for in this Agreement, in the event one of us is in default or in breach of any of the material provisions of this Agreement and fails to cure the default or breach within ten (10) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement.

## Permit Division

### 9. Assignment

-This Agreement shall only be assignable or transferable by one of us upon the written approval from the other

### 10. Relationship of the Parties

-It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between us; that each of us is acting as independent contractors with respect to each other; and that none of the employees of either of us will be deemed to be employees of the other for any purpose.

### 11. Termination

-Either of us shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other, upon the occurrence of any of the following events:

(i) A breach or default of a provision of this Agreement which is not cured within the period set forth in Paragraph 8 of this Agreement;

(ii) A Force Majeure Event that continues for a period of thirty (30) days; or

(iii) The death or incapacity of either of us during the Term.

(iv) In the event of a termination, any moneys due on the date of termination shall be immediately due and payable.

### 12. Headings

-Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

-If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me.

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

Gregory "Mike" Henrich  
Permit Division LLC

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

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

Chase Evans

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

# Bridge Design & Permitting Flow – Urbanna Project

## Phase 1 – Investigations (Concurrent)

Geotechnical Investigation (1.5 Months)	Hydraulic Analysis (1 Month)	Initial Load Calculations (1 Month)
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## Phase 2 – Structural Design

Foundation & Abutment Design (3 Weeks)	Remaining Bridge Design (1 Month)
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## Phase 3 – Civil Integration

Civil Design (1.5 Months)
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## Phase 4 – Permitting

Permitting & Approvals (6–8 Months) Army Corps / VMRC / Local
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# **ATTACHMENT C**

## **FOOD SERVICE AGREEMENT FOR THE 2026 SEASON AT THE MARSHALL COMMUNITY POOL AT TABER PARK OWNED BY THE TOWN OF URBANNA**

THIS **Food Service Agreement** is made and entered into this **9<sup>th</sup> day of April, 2026**, by and between **THE WOODEN PICKLE CAFÉ (“WPC”)** and the **TOWN OF URBANNA (“Town”)**, a Virginia municipal corporation.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The Request for Proposals issued by the Town and dated January 15, 2026 and WPC's response dated February 20, 2026 related to the operation of The Snack Shack (Shack) are hereby attached as Attachment A and hereby incorporated by reference.
2. WPC agrees to provide food and/or beverage services as follows:
  - Type of food: Hot dogs, nachos, muffins, popcorn, chips, canned drinks, slushies, popsicles; full WPC menu available for delivery
  - Service format (e.g., booth, food truck, catering): Staff at Snack Shack; delivery of additional menu items from The Wooden Pickle Café restaurant
  - Location: Marshall Community Pool Snack Shack
  - Dates & Hours of Operation: 2026
    - Shack Access: WPC shall have access to the Shack 30 minutes before pool opening and 30 minutes after pool closing to perform any setup, opening, breakdown, or closing duties.
    - May 2026: Saturday-Monday, May 23-25: 1pm-8pm  
Tuesday-Thursday, May 26-28: CLOSED  
Friday, May 29: 4pm-8pm  
Saturday-Sunday, May 30-31: 1pm-8pm
    - Jun-Aug 2026: Mondays: Closed  
Tuesdays-Thursdays: 1pm - 6pm  
Fridays-Sundays: 1pm to 8pm  
Holidays: 1pm to 8pm
    - Sep 2026: Tuesday-Thursday, September 1-3: 1pm - 6pm  
Friday-Monday, September 4-7: 1pm-8pm
    - Special Events: The Town will notify the WPC in writing as soon as dates of any special events sponsored by or supported by the Town are established.
  - Inclement Weather: If/when the pool may be closed at the discretion of on-site management due to weather, staffing, or other issues, the Shack will also be closed. If the pool has not opened by 5pm due to inclement weather, the facility will remain closed, regardless of weather conditions, until the next scheduled day of operation. In the event of inclement weather that arrives after 6pm, the pool and Shack shall be closed for the remainder of the evening.
3. The Town will provide a refrigerator and access to water, electricity, and restrooms at no cost to WPC as needed to operate the Shack. WPC is responsible for all other equipment.
4. WPC agrees the staff of the Town's pool management company shall have access to the refrigerator in the Shack during operational hours to store personal food and drinks.
5. WPC shall:
  - Obtain and maintain all required licenses and permits.
  - Comply with all applicable health, safety, and fire regulations.

- Pass any required inspections.
  - WPC is solely responsible for compliance with all laws and regulations.
6. WPC shall maintain:
    - General liability insurance of at least \$1,000,000 per occurrence.
  7. WPC agrees to:
    - Maintain a clean and sanitary space.
    - Properly dispose of all waste.
    - Leave the premises in good condition.
  8. WPC agrees to coordinate with the Swim Team to complement the Swim Team's meet schedule and financial concerns and will report back to the Town in writing any arrangements made.
  9. WPC agrees to collect and pay to the Town meals tax as is customary with no additional compensation due to the Town.
  10. The Town and WPC shall keep the Snack Shack locked to ensure the safety and security of the parties' equipment and supplies.
  11. WPC agrees to indemnify and hold harmless the Town from any claims, damages, or liabilities arising from the operation of the Shack.
  12. The Town shall not be responsible for:
    - WPC's lost profits.
    - Damage to WPC's equipment.
  13. Neither party shall be liable for failure to perform due to events beyond their control, including, but not necessarily limited to, inclement weather or utility interruptions.
  14. This Agreement shall be governed by the laws of the Commonwealth of Virginia; venue shall lie in Middlesex County.
  15. If any portion of this Agreement shall be deemed invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.
  16. This Agreement may be terminated:
    - By mutual agreement.
    - By either party for material breach with seven (7) days' notice.
  17. This Agreement constitutes the entire agreement between the parties and may only be modified in writing.

Town of Urbanna  
 300 Virginia Street (PO Box 179)  
 Urbanna, VA 23175  
 804-758-2613

The Wooden Pickle Café  
 280 Virginia Street  
 Urbanna, VA 23175  
 804-824-8315

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

Name: Ted Costin, Town Administrator

Name: \_\_\_\_\_

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

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

# **ATTACHMENT D**

## **LICENSE AGREEMENT**

THIS License Agreement is hereby made and entered into this **9th day of April 2026**, by and between **THE TOWN OF URBANNA** (the "Licensor"), an independent Commonwealth of Virginia political subdivision, and **HAMPTON HISTORY MUSEUM** (the "Licensee")

WITNESSETH,

WHEREAS Licensor is the owner of certain real property located at 210 Oyster Road, Urbanna, Virginia known as the Urbanna Town Marina and 130 Virginia Street, Urbanna, Virginia known as the James Mills Scottish Factor Store and identified as Tax Map # 20A 15 F1 and 20A 1 109 (the "Property") respectively; and

WHEREAS Licensee is filming a documentary concerning the Revolutionary War era Battle of Hampton ("Documentary") and seeks to conduct filming on and about May 12-14, 2026, to film on the Property; and

WHEREAS Licensor is willing to grant a License to the LICENSEE for said purpose ensuring that the Property is left in the same condition it was found and satisfactory to the Licensor; and

NOW, THEREFORE in consideration of the terms, conditions and mutual covenants and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, Licensor and Licensee, agree as follows:

1. Licensor grants Licensee, its agents, servants, and assigns the right, privilege, and license to use the Property for the purpose of filming the Documentary.
2. License is granted for May 12-31, 2026 and shall automatically terminate on June 1, 2026. The Licensor reserves the right to amend or rescind this License Agreement at any time without notice.
3. The Licensee expressly acknowledges and accepts its full responsibility for loss, damage, or injury to persons or property, arising out of or resulting from its use of the Property and agrees to indemnify and hold harmless the Licensor from any and all loss, damage, or injury to persons or property, arising out of or resulting from Licensee's use of the Property and agrees to maintain such insurance as necessary to indemnify and hold harmless the Licensor.
4. The Licensee is responsible for repairing any and all damage to the Property resulting from the Licensee's use of the License Area if requested by the Licensor.
5. The License granted hereby is personal to Licensee and shall not be assigned nor shall Licensee sublicense or otherwise permit or suffer the occupancy of the License Area by any third party without first obtaining the prior written consent of Licensor.
6. This License Agreement shall, with respect to the Property, be governed by and construed in accordance with the laws of the Commonwealth of Virginia; venue shall lie in Middlesex County.
7. If any provision in this License Agreement is found to be in violation of any law or otherwise unenforceable, all other provisions will remain unaffected and in full force and effect.
8. In signing below, both parties covenant that each possesses the requisite authority to execute this License Agreement.
9. All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made in connection with the use of the premises by Licensee shall be and remain the sole and exclusive property of Licensee (and its successors, assignees, and licensees), including, without limitation, the perpetual and irrevocable right and license to use and re-use said still and/or motion pictures and/or sound recordings in, and in connection with, any motion

pictures as Licensee shall elect, and in connection with, advertising, publicizing, exhibiting, and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes, and technology now or hereafter known or devised in perpetuity throughout the universe.

- 10. The Licensee will provide recognition for the partnership outlined in this document in the credits of the documentary with the following language "Filmed in part in the Town of Urbanna, Virginia <https://www.urbannava.gov/>"

Town of Urbanna  
 300 Virginia Street (PO Box 179)  
 Urbanna, VA 23175  
 804-758-2613

Hampton History Museum  
 22 Lincoln Street  
 Hampton, VA 23669  
 757-727-6436

\_\_\_\_\_  
Signature of Licensor

\_\_\_\_\_  
Signature of Licensee's Authorized Signatory

Printed Name: Ted Costin, Town Administrator

Printed Name: \_\_\_\_\_

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

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