



**Urbanna Town Council
Public Hearing
Work Session
AGENDA
Town Council Chambers
390 Virginia Street Suite B
Thursday, March 28, 2024 6:00 PM**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comment
6. Council Comment
7. Action Items
 - a. Re-zoning Package
8. Project Updates/Discussion
 - a. Fireworks
 - b. WiFi Policy
9. Announcements
10. Closed Meeting-*Pursuant to Virginia Code §2.2-3711(A)(29) for discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body- Trash contract and pool management contract.*
11. Open Meeting
12. Adjourn



Agenda Item Summary
March 28, 2024

Agenda Item: 4-Approval of Agenda

Staff Recommendation: Approve

Council Action Requested: Yes

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

Agenda Item Summary
March 28, 2024

Agenda Item: 7a- Comprehensive Rezoning

Background: In 2023 the town completed a successful Boundary Line Adjustment (BLA). Pursuant to Section 17-2-12 of the Zoning Ordinance of Urbanna, Virginia (Ordinance), properties incorporated via BLA or annexation are given the lowest intensity zoning designation which is R1.

An updated plat is currently being drafted by Bay Design and will be distributed as soon as it is received.

Proposed is a comprehensive rezoning to match existing and compatible uses as follows:

Tax Map Parcel	Number-Size-Address/Use-Owner-Designation Proposed
	<ul style="list-style-type: none">• 20B(1)2 and 2A-1.879 Acres Total-Recreational Complex-Middlesex Vol. Fire Dept. Inc.-B1• 20B(1)2B- .721 Acres-133 Waverly/Duplex-Thurston Properties, LLC-R2• 20B(1)1-9.484 Acres-Vacant Structure-F.L. Hall Family LP-R2• 20-27-4.43 Acres- Undeveloped- Thurston Properties, LLC-B1(1.81 Acres)/R2 (Remainder)• 19 (12) 1-1.46 Acres- Undeveloped- Thurston Properties, LLC-R2• 20-26-1.34 Acres-390 Virginia Street–Town of Urbanna–B1• 20B(13)A-.413 Acres-Road Strip-Town of Urbanna-B1• 20B(1)3A-.90 Acres-Utility Lot-Town of Urbanna-B1• 20B(12)20A-.56 Acres-Utility Lot-town of Urbanna-B1• 19(121A)-.38 Acres-Utility Well Lot-Town of Urbanna-B1• 20B (1) 3C-1.07 Acres- Utility Lot-Hampton Roads Sanitation District-B1

All owners have been advised of the effort and all owners, as well as adjacent property owners, will receive the required notices if the process moves forward.

Definitions:

- R1: Low Density Residential
- R2: High Density Residential
- B1: General Commercial

Fiscal Impact: Cost to process (staff time, advertising, document production) which are normal for any zoning action although normally offset by a fee.

Staff Recommendation: Move forward with a comprehensive rezoning as suggested.

Council Action Requested: Authorize staff to proceed with the comprehensive rezoning as proposed.

Sample Motion:

I move to authorize staff to proceed with the comprehensive rezoning as proposed.



Agenda Item Summary March 28, 2024

Agenda Item: 8a- Fireworks

Background: With the loss of the traditional launch site at Rosegill, staff, members of council, and citizens have been working together to come up with an alternative solution.

Fiscal Impact: Unknown

Staff Recommendation: Mr. Costin will brief Town Council on current situation and make recommendations at that time.

Council Action Requested: Not at this time.

Sample Motion(s):



Agenda Item Summary
March 28, 2024

Agenda Item: 8b-Wifi Provided by the Town of Urbanna - Acceptable Use Policy

Background: To protect the Town from unauthorized use of the high-speed internet services provided to residents and customers, to protect the Town from copyright infringement and possible law suits.

Fiscal Impact: None

Staff Recommendation: Discuss for later action

Council Action Requested: Not at this time

1 **Wi-Fi Provided by The Town of Urbanna**

2
3 This service enables people visiting the Urbanna Town Hall, the Urbanna Town Marina
4 and the Urbanna Museum to access the Internet through their own wireless-enabled devices, such
5 as laptops and PDAs. There is no charge for this service, however, customers must have their own
6 equipment, wireless card, software and agree to the Acceptable Use Policy.

7 Citizens are discouraged from conducting confidential transactions (such as online
8 banking, credit card transactions, etc.) over any public wireless network.

9
10 **Acceptable Use Policy**

11
12 I understand and agree to comply with all of the following conditions, without exception
13 or right to appeal.

14
15 1. My use of the Town’s wireless Internet access is a privilege. My failure to comply with these
16 procedures in their entirety can result in revocation of these privileges from as little as one day to
17 permanent loss, at the reasonable, legal discretion of any Urbanna Town staff member.

18
19 2. The Town may change these policies at any time and without notice. I agree to comply with
20 such modified policies as an integral part of my conditions of use. My failure to read and/or
21 understand these conditions in their entirety does not constitute an acceptable reason for my failure
22 to comply with them. No Town staff member may alter or waive any condition of this Acceptable
23 Use Policy.

24
25 3. I may not access sexually explicit sites or display sexually explicit materials on any device I
26 connect to the WiFi. I agree to this condition, whether or not filters are effective in blocking such
27 sites. I will cease my use of the WiFi and leave immediately if asked to do so for violating this
28 condition.

29
30 4. I will not violate any local, state or federal statute regarding copyright, pornography or
31 obscenity. My use of the WiFi and my use of my station to reproduce information or data files is
32 my acknowledgement of my responsibility for compliance with all copyright laws.

33
34 5. I will comply with all other local, state and federal laws, as well as Town policies and
35 procedures.

36
37 6. The Internet contains information, both written and pictorial, that may be offensive or harmful
38 to me or to others. The Town does not supervise children's use of the Internet and such use is a
39 parent/guardian's exclusive responsibility. I, therefore, release and hold harmless the Town of
40 Urbanna from any and all liabilities whatsoever associated with my or my child’s exposure to any
41 information, machine-readable file, picture or graphical representation I may encounter while
42 using Town WiFi, or while in the presence of others using it.

43
44 7. I create, store and use personal files/electronic documents at my own risk, whether created,
45 accessed or stored locally or remotely. I agree that the Town is not responsible for the loss or

46 damage to such local or remote personal electronic documents, or the diskettes, files or any other
47 media upon which they are stored. These conditions apply to all media that I bring into a WiFi
48 access point or that I purchase from the Town.
49

50 8. WiFi is a public-use network. I am fully responsible and assume all risks for any breaches of
51 security to, or violation of, my privacy that may arise from my use of the WiFi. In particular, I
52 acknowledge and agree that my use of this network involves the transmission of radio signals from
53 my device to the Town's wireless transceivers, during which time unauthorized parties may
54 intercept such signals. I further acknowledge and agree that unauthorized third parties also may
55 intercept my data stream at any other point along the Town's network, as well as on the Internet
56 itself.
57

58 9. I agree to use the WiFi "as is." Town staff cannot provide assistance in configuring my
59 equipment or diagnosing its performance other than furnishing current Town published
60 documentation.
61

62 10. The Town may set reasonable limits on my use, including, but not limited to, bandwidth,
63 session lengths and total usage time.
64

65 11. The Town's Web pages contain links to other Web pages. The Town does not control the
66 content of such linked pages nor is the Town responsible for the accuracy of the information on
67 such pages.
68

69 12. Users are responsible for running up-to-date anti-virus software on their wireless devices.
70

71 13. Users should be aware that connecting to the Internet by using the WiFi can expose their
72 devices to worms, viruses, intrusions, packet-sniffing, and other abuses by third-party bad actors.
73

74 14. Connecting to "Peer to Peer" file sharing networks is prohibited.
75

76 15. Attempting to circumvent or subvert system security measures is prohibited. Running
77 programs designed to find or create security loopholes, decrypt intentionally secured data, or gain
78 unauthorized access to any system is prohibited.
79

80 16. Forging the identity of a user or machine in an electronic communication is prohibited.
81

82 17. Spamming or phishing or spoofing while using the WiFi is strictly prohibited. Attempting to
83 decode or obtain restricted passwords is also prohibited.
84

85
86 Definitions:

87
88 Access (noun): The act of any user's displaying of, downloading through or uploading to the Town
89 Wireless Network of any digital or analog data, as well as any willful attempt of any such activities.
90

91 Access (verb): To establish, or to attempt to establish, a connection to the Town Wireless Network.

92
93 Town Wireless Network (“WiFi”): The physical and logical components that constitute the Town
94 furnished system that allows a user to connect to the Internet through wireless technology,
95 currently WiFi, but including any future connection means.

96
97 Town Wireless Internet Access: Any willfully established connection to the Town Wireless
98 Network, whether to access the Internet or to use any network asset.

99
100 Town Wireless Network (“WiFi”): A synonym for the Town Wireless Network Device: Any
101 customer-operated hardware component that serves as a display or presentation fixture while using
102 the Town Wireless Internet Access. “Devices” can include, but are not limited to, laptop and
103 desktop computers, hand-held computing devices, such personal digital assistants and intelligent
104 phones, audio devices such as MP3 players and iPods.

105
106 Use (noun): Same as “Access (noun)” above.

107
108 Use (verb): Same as “Access (verb)” above.

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