



Urbanna Town Council
REGULAR MEETING
Wednesday, May 20, 2026 - 9:00am
Town of Urbanna - Town Hall
300 Virginia Street, Conference Room, Urbanna, Virginia

SPECIAL MEETING

AMENDED AGENDA

1. Call to Order
2. Approval of Electronic Participation by a Council Member
3. Roll Call
4. Pledge of Allegiance
5. Amendments to the Agenda
 - a. Acceptance of Resignations of Mayor William T. Goldsmith and Merri Hanson
6. Review and Adoption of Meeting Agenda
 - a. Acceptance of Resignation of Mayor William T. Goldsmith
 - b. Acceptance of Resignation of Merri Hanson
7. Closed Meeting
 - a. Closed meeting pursuant to Virginia Code section 2.2-3711(A)
(1) for the purpose of discussing the performance of a specific appointee; and
 - b. Closed meeting pursuant to Virginia Code section 2.2-3711(A)
(8) for consultation with the Town Attorney regarding a specific legal matter – employment contract.
8. Convene Closed Meeting
9. Reconvene Open Meeting & Certify
10. Action Related to Closed Meeting
11. Adjourn

From: Bill Goldsmith <b.goldsmith@urbannava.gov>

Date: May 15, 2026 at 12:26:36 PM EDT

To: Erard Andrea <erardlaw@gmail.com>

Subject: Resignation

I am resigning as Mayor of Urbanna, effective immediately.

William T Goldsmith

Subject: Notice of Resignation

From: "Mary Hanson" <m.hanson@urbannava.gov>

Sent: 5/17/2026 5:38:59 PM

To: "Andrea Erard" <ae@andreaerard.com>; "Robbie Wilson" <r.wilson@urbannava.gov>

Dear Mr. Mayor,

After considering the actions taken last week in closed session, I can no longer support the will of the town council. I feel it best to tender my resignation as a member of town counsel effective immediately.

Merri

Merri L. Hanson
Peninsula Mediation & ADR
240 Watling St.
Urbanna, VA 23175
757.253.7677 office
757.871.4701 mobile
merri@peninsulamediation.com
www.peninsulamediation.com

Amended

EMPLOYMENT AGREEMENT

This Agreement made and entered into this 8th day of May, 2025, between the Urbanna Town Council, hereinafter called "Council", as party of the first part; and Philip Shaw Theodore Costin, hereinafter called "Town Administrator", as party of the second part.

WHEREAS the Council desires to continue to contract the services of Philip Shaw Theodore Costin as the part-time Town Administrator of the Town of Urbanna; and

WHEREAS Town Administrator desires to accept such service; and

WHEREAS the parties wish to enter into an agreement setting forth the terms of such employment during such period;

WHEREAS this contract shall supersede all other agreements, either written or verbal.

NOW THEREFORE, in consideration of the mutual covenants contained, the sufficiency and receipt thereof acknowledged as received by both parties, the Council and the Town Administrator agree to the following terms and conditions of employment:

Section 1. Duties of Town Administrator

- a. The Town Administrator shall serve as the chief administrative officer, Subdivision Agent, and the Zoning Administrator of the Town of Urbanna in accordance with the laws of the Commonwealth of Virginia, the Town Code of the Town of Urbanna, the policies and regulations adopted by the Council, and the legal directives of the Council. The Town Administrator shall devote all necessary skill and attention to perform such duties as the chief administrative officer, Subdivision Agent, and the Zoning Administrator of the Town

of Urbanna within a workweek not to exceed thirty (30) hours.

- b. The Town Administrator shall have charge of the administration of the Urbanna Town government under the direction of the Council. The Town Administrator shall fully and completely inform every member of the Council of all information that is relevant to the functioning of the Town in a timely manner. The Town Administrator shall be the chief executive for the Council; shall select, organize and assign all personnel as best serves the Town of Urbanna government, subject to the approval and policies of the Council and the laws of the Commonwealth; shall oversee the business affairs of the Town of Urbanna; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the Town of Urbanna; and in general perform all duties incident to the office of Town Administrator, Subdivision Agent, and the Zoning Administrator.
- c. The Town Administrator shall perform any other legally permissible duties or functions which the Council may see fit to assign at any time during the term of this Agreement consistent with the office of Town Administrator, Subdivision Agent, and the Zoning Administrator.

Section 2. Compensation

The compensation of the Town Administrator shall be \$ 65.40 per hour. The Town Administrator shall not work more than thirty (30) hours in any one workweek. Some of these required hours shall include evening meetings with Town Council, the Planning Commission or other committees. The Town Administrator shall be responsible for maintaining records relating to his time and under no circumstances shall he work more than thirty (30) hours in any workweek. The compensation of the Town Administrator will be paid in accordance with standard policy of the Council governing payment of other employees in the Town government. Increases in compensation shall be based

upon the availability of funds and the Town Administrator's annual performance evaluation.

Section 3. Benefits

Being part-time, the Town Administrator will receive those benefits stated in Sections 4-7 of this Agreement. In the event that additional benefits should become available to Town employees, the Town Administrator may participate in such benefits provided that there is no additional cost to the Town.

Section 4. Automobile Allowance.

The Town Administrator will be paid a monthly vehicle allowance of seven hundred dollars (\$700.00) per month as compensation for using his vehicle for Town purposes.

Section 5. Dues, Subscriptions and Professional Development.

With Council approval, the Council agrees to pay the professional dues and subscriptions of the Town Administrator necessary for his continuation and full participation in national, state, and local associations necessary and desirable for his continued professional participation, growth, and advancement. Council also agrees to pay the expenses of the Town Administrator for his professional development and to attend necessary official and other functions for the Council, including, but not limited to, the annual meetings of state, professional training and education, and meetings of such other regional, state, and local groups, or committees thereof, on which the Town Administrator serves as a member. The Council shall pay for the Town Administrator to attend a minimum of two (2) professional development/training conferences or events per year in Virginia such as the Virginia Municipal League; this shall include the registration fee, food, lodging and any other expenses directly associated with the conference such as parking. The total funds available

for the expenses set forth in this section shall be set annually by the Council in the Town's operating budget.

Section 6. Outside Employment or Activities

The Town Administrator covenants and agrees to devote all necessary skill and attention during the term of this Agreement toward the fulfillment of the duties pursuant to this Agreement within a thirty (30) hour workweek. The Town Administrator shall be permitted to engage in other business activities provided, that they do not interfere with his duties as the Town Administrator.

Section 7. Pool Pass

The Town Administrator will be provided a family pool pass free of charge.

Section 8. Performance Evaluation.

Annually, the Council shall meet with the Town Administrator and mutually agree upon goals and objectives and an evaluation instrument. The Council shall provide the Town Administrator with a summary written statement of the evaluation and provide the opportunity for the Town Administrator to discuss this evaluation with the Council.

Section 9. Separation.

- a. The Council may, by the formal vote of a majority of the members elected to the Council, at any time, and without notice, terminate the employment of the Town Administrator with or without cause. If the Town Administrator is terminated by the formal vote of a majority of the members elected to the Council, without cause, and during such time that Town Administrator is willing and able to perform his duties under this Agreement, then in that event, Council shall pay Town Administrator a lump

sum amount equivalent to three (3) months of pay.

- b. Cause includes, but is not limited to:
- i. conviction of a felony or a misdemeanor after exhaustion of all appeals,
 - ii. failure or refusal to follow the formal direction of the Town Council provided that it is lawful,
 - iii. failure to communicate significant information in a timely and/or respectful manner to all members of Town Council,
 - iv. willful disregard or violation of any written policy of the Town,
 - v. failure to tend to the duties and responsibilities of the Town Administrator in a material way,
 - vi. fraud, misappropriation, embezzlement or acts of similar dishonesty,
 - vii. illegal use of drugs or use of alcohol in the workplace, and/or
 - viii. intentional and willful misconduct that may subject the Town to criminal or civil liability.
- c. The Town Administrator may terminate his employment at any time by giving thirty days' (30) notice in writing to the Mayor.

Section 10. General Provisions.

- a. The Town Administrator shall conduct himself in a professional manner at all times. The Town Administrator shall be professional in any and all communications, including but not limited to social media, whether such communication is on behalf of the Town or whether the communication is made as a private individual. The Council shall also be respectful and courteous to the Town Administrator at all times. Both the Council and the Town Administrator shall endeavor to work cooperatively with one another.

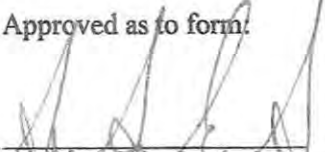
- b. The Town Administrator shall take direction from the Town Council as a whole and not individual members of Town Council, except the Mayor as directed by Council.
- c. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Town Manager.
- d. In the event that the Town Administrator should have a civil suit filed against him or be charged with a crime, traffic offenses, the Town Administrator shall promptly notify the Mayor within twenty-four (24) hours. Failure to provide notice as prescribed by this section shall constitute sufficient cause for termination from employment.
- e. The Council agrees to provide insurance coverage in matters relating to the Town Administrator's official duties within the scope of employment for any and all demands, claims, damages, suits, actions, and legal proceedings brought against the Town Administrator, in an individual or official capacity, as agent and/or employee of the Council for any incident or activity arising out of and within the scope of his duties as Town Administrator, provided that the actions of the Town Administrator related to such demands, claims, damages, suits, actions and legal proceedings were undertaken in good faith, in accordance with the law, and within the scope of official authority. The Council agrees to provide insurance or self-insurance, and legal counsel for the Interim Town Administrator as is provided to all employees in accordance with the Code of Virginia.
- f. This Agreement is expressly subject to federal, state and local laws. If any provision of this Agreement is held void or invalid by a court of competent jurisdiction, all remaining portions of this Agreement shall remain in full force and effect so long as they are severable from the invalid or void provision.
- g. This Agreement has been mutually prepared by both parties and represents the complete

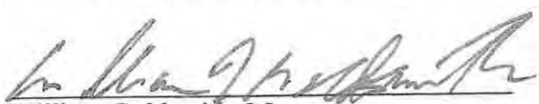
understanding of the parties hereto regarding the subject matter hereof and may not be amended or modified except by the written agreement of said parties. There shall be no presumption against the drafter of this Agreement.

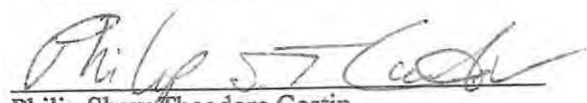
- h. Any dispute related to this Agreement shall be resolved first through mediation by the parties, the cost of which shall be shared equally. In the event that a dispute cannot be resolved through mediation, the parties agree that jurisdiction and venue shall lie in Middlesex County, Virginia.
- i. Council shall provide a laptop computer and printer at the Town Hall, as well as an iPhone to the Town Administrator for business use.

IN WITNESS WHEREOF, the Urbanna Town Council has caused this Agreement to be executed on its behalf by the Mayor in accordance with action authorizing such execution on, and the Town Administrator has executed this Agreement, both in duplicate.

Executed this 8th day of May, 2025.

Approved as to form:

Andrea Erard, Esq.

URBANNA TOWN COUNCIL

William Goldsmith, Mayor

TOWN ADMINISTRATOR

Philip Shaw/Theodore Costin