

BERRYVILLE TOWN COUNCIL
Tuesday, March 8, 2011
Berryville-Clarke County Government Center
Regular Meeting
7:30 p.m.

MINUTES

Roll:

Town Council:

Present: Wilson Kirby, Mayor; Harry Lee Arnold, Jr., Recorder; Mary Daniel; Allen Kitselman; David Tollett

Absent: Lawrence Russell, III

Staff: Keith Dalton, Town Manager; Neal White, Chief of Police; Christy Dunkle, Assistant Town Manager/Planner; Desirée Moreland, Assistant Town Manager/Treasurer; Celeste Heath, Town Clerk

Press: Rebecca Layne, Winchester Star; Mike Dowling, ClarkeDailyNews.com

1. Public Hearing: The Town of Berryville proposes to amend its lease agreement with Downtown Berryville Incorporated for 23 East Main Street so as to include the second floor in the agreement.

Mayor Kirby opened the public hearing at 7:30 p.m.

There was no public comment. Recorder Arnold asked Kate Petranec how many businesses the space would accommodate. Ms. Petranec said that two or three enterprises could be accommodated.

The Public Hearing was closed at 7:31 p.m.

2. Call to Order: Wilson Kirby, Mayor
Mayor Kirby called the meeting to order at 7:31 p.m.

3. Approval of Minutes

February 8, 2011

Upon motion by Recorder Arnold, seconded by Council member Tollett, the minutes of the February 8, 2011 meeting were unanimously approved.

4. Citizen's Forum

George Archibald, 301 Josephine Street, spoke about a matter before the Board of Supervisors and recommended that interest from monies donated for animal control is used only for animal control.

Stan Kerns of the Barns of Rose Hill gave an update on the progress of the Barns project.

5. Report of the Mayor

Mayor Kirby said that all is well in the Town of Berryville and that he is pleased that the major town construction projects are going well.

6. Planning and Zoning Matters: Christy Dunkle

Action Item: Virginia Commission for the Arts Local Government Challenge Grant

Ms. Dunkle explained that Berryville Main Street would like to partner with the Town of Berryville to apply for the Virginia Commission for the Arts Local Government Challenge Grant. She said that the grant, which can be for up to \$5,000, is a match to local government funding for the arts. She said that the match can be a portion of the \$25,000 that the town already grants annually to Berryville Main Street.

Upon motion by Council member Kitselman, seconded by Council member Daniel, the Council of the Town of Berryville agreed to apply for the Virginia Commission for the Arts Local Government Challenge Grant identifying Berryville Main Street as the recipient of the match. Matching grant funds shall be appropriated from the Town's annual contribution to Berryville Main Street.

VOTE:

Recorded Vote:

Ayes:	Wilson Kirby, Mayor
	Harry Lee Arnold, Jr., Recorder
	Mary Daniel
	Allen Kitselman
	David Tollett
Nays:	None
Abstain:	None
Absent During Vote:	Lawrence Russell, III

Farmers Market Update

Ms. Dunkle reported that the market will open on Saturday, May 14, 2011. She said that the group discussed the Tourist Oriented Directional Signs and decided that they could not afford the annual fee. She said that group also changed some vendor fees. She asked if it is still acceptable to the Town Council for the Farmers Market to use the Rixey Moore parking lot. Mayor Kirby said that he thinks that the Farmers Market is a good thing and that they should continue to sue the Rixey Moor parking lot. There was no objection from the Town Council.

Clarke County High School Update

Ms. Dunkle reported that there was a progress meeting on February 22. She said she is expecting the submission of a site plan amendment for the proposed greenhouse in the next week and that she will take it to the BADA. She said that discussions continue about scheduling the open cut on West Main Street in order to extend piping for the stormwater management system.

Ms. Dunkle said that there is an action item regarding the temporary entrances at the high school under the Report of the Town Manager.

Barns of Rose Hill Update

Ms. Dunkle said that she has nothing to add to Mr. Kerns report.

6. Report of Town Manager

Verizon Wireless Lease

The Town Council set a Public Hearing on this matter for their April 12, 2011 meeting.

2010 Census

Mr. Dalton reported that according to the United States Census Bureau the population of the Town of Berryville grew by 42% in the last decade. This places the Town's population at 4,185. He said that staff was surprised by the 2000 Census results that determined that the Town's population had declined. He said that before the 2000 Census, staff has taken steps to prepare for crossing the 3,500 population level. He said that the initial phase of the public works site improvements has been completed and that the town adopted Virginia Procurement Policies. He noted that the town already complies with the audit requirements that apply to larger jurisdictions.

He said that staff is working with VDOT, VML and legal counsel to understand and meet additional requirements including road maintenance and Urban Development Area requirements.

Temporary Entrance to the High School

Mr. Dalton said that the Special Use Permit granted for the new Clarke County High School contained a condition regarding access to the school property. He said that Condition 10 ensured that the new school would be served by three permanent points of vehicular access, one from West Main Street and two from Mosby Boulevard. He said that:

- Subsection A of that condition provides for construction of a temporary entrance off of Main Street to serve as the third entrance until a second Mosby entrance is available.
- Subsection C of Condition 10 provided Town Council the flexibility to permit occupancy of the High School without the temporary entrance if "Town Council determines that the second permanent access from Mosby Blvd. will be completed in a timely manner."

Mr. Dalton said that Shockey asked whether they have to build the temporary entrance. Mr. Dalton said Shockey expects to reach substantial completion by the end of the year. Clarke County Public Schools will open the school in August 2012. He said that VDOT expects to have Mosby Blvd. substantially complete in the fall of 2012.

Mr. Dalton said that the question before the Town Council is "Do they have to build the temporary entrance or will the permanent entrance be completed in a timely fashion?"

He pointed out that, should the VDOT project fall through, in accordance with Subsection B of Condition 10 the Clarke County Public Schools will have to provide a

permanent entrance off of Main Street in the vicinity of Tom Whitacre Circle no later than October 30, 2016. He explained that if the VDOT project fell through, all non-bus traffic to the school would have to enter the school site through Battlefield Estates until such time the permanent entrance was constructed. He said that it is possible that between the dates of August 2012 until November 2016 there might only be two entrances to the high school.

Mayor Kirby asked if VDOT is on schedule to complete the project. Mr. Dalton said that they are certainly trying to meet their schedule and have worked diligently to do the project within their time frame. Council member Daniel asked if anything happened in the legislature that might remove the funding. Mr. Dalton said that the funding seems to be in good shape from what we know.

Council member Tollett asked what the School Board thinks about this. Mr. Dalton said that he spoke with Ms. Bouffault and she expressed no opinion either way.

Council member Daniel asked if a Public Hearing is required to change the Special Use Conditions. Mr. Dalton said no because there is a provision in the conditions to provide for this change. He said that it doesn't mean that the Council can't take more time to consider the matter. Recorder Arnold said that he is prepared to act tonight. Council member Kitselman said if Mosby is not built there will be additional school traffic in Battlefield Estates for a few years but that he was in favor of saving the schools some money.

Upon motion by Council member Kitselman, seconded by Council member Daniel, the Council of the Town of Berryville in accordance with Condition 10-C of Special Use Permit 04-09 (approved October 29, 2009) determined that the second permanent access to the high school site from Mosby Boulevard will be completed in a timely manner thereby eliminating the need for the temporary entrance required in Condition 10-A of Special Use Permit 04-09.

VOTE:

Recorded Vote:

Ayes:

Wilson Kirby, Mayor
Harry Lee Arnold, Jr., Recorder
Mary Daniel
Allen Kitselman
David Tollett

Nays:

None

Abstain:

None

Absent During Vote:

Lawrence Russell, III

Council member Daniel noted that this decision does not mean that the School Board can't build the temporary entrance; they are just not required to build it.

Action Item - Public Hearing: The Town of Berryville proposes to amend its lease agreement with Downtown Berryville Incorporated for 23 East Main Street so as to include the second floor in the agreement.

Upon motion by Council member Kitselman, seconded by Council member Daniel, the Council of the Town of Berryville adopted the attached amended lease (Attachment 1) of 23 East Main Street by Downtown Berryville, Inc., (dba Berryville Main Street). By this action the Council authorizes the Town Manager to execute the lease.

VOTE:

Recorded Vote:

Ayes:	Wilson Kirby, Mayor Harry Lee Arnold, Jr., Recorder Mary Daniel Allen Kitselman David Tollett
Nays:	None
Abstain:	None
Absent During Vote:	Lawrence Russell, III

Berryville-Clarke County Government Center Use and Grounds Policy

Mr. Dalton reported that the Board of Supervisors dealt with this item at their last meeting. He explained the policies to the Council and said that the Joint Building Committee recommended adoption of the Policy. Mr. Dalton said that he may recommend some minor changes. The Town Council decided to address the issue at their next regular meeting.

7. Standing Committee Reports

a) BADA Liaison – Allen Kitselman
Nothing to add to Planner’s report.

b) Budget Finance / CIP – Jay Arnold
Recorder Arnold said that there is a committee meeting on the budget tomorrow. Ms. Moreland presented recommended tax rates and the Town Council set a Public Hearing on tax rates for their next regular meeting.

c) Community Improvements – Allen Kitselman
Council member Kitselman said that the Community Improvements Committee has asked someone from Interstate Logos to meet with them about the TOD program. He reported that Berryville Main Street’s design committee has scheduled a meeting with Frazier and Associates about way finding signs.

d) Planning Commission – Lawrence Russell - absent.

e) Police and Security – Mary Daniel.
Council member Daniel reported that there is a committee meeting tomorrow.

f) Streets and Utilities – Wilson Kirby

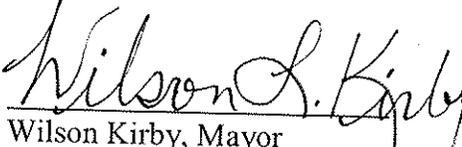
Upon motion by Council member Tollett, seconded by Mayor Kirby, the minutes of the February 8, 2011 Street and Utilities Committee meeting were unanimously approved.

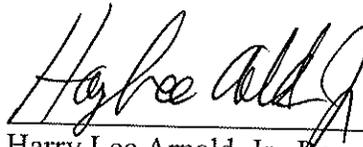
g) Personnel / Appointments – Jay Arnold

Nothing to add.

8. Adjourn

Upon motion by Council member Kitselman, seconded by Council member Daniel and passed, the Council meeting was adjourned at 8:13 p.m.


Wilson Kirby, Mayor


Harry Lee Arnold, Jr., Recorder

THIS LEASE, dated the _____ day of _____, 2011, by and between the TOWN OF BERRYVILLE, VIRGINIA, hereinafter called the Lessor, and DOWNTOWN BERRYVILLE, INC., a Virginia nonstock corporation, dba Berryville Main Street, hereinafter called the Lessee.

WITNESSETH:

The Lessor agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor, the following described property under the following terms and conditions:

1. DESCRIPTION:

The portion of the building located at 23 E. Main Street as shown on attached Exhibit A, together with a 70' by 25.33' parking area as generally shown on attached Exhibit B ("the property" or "the premises").

2. TERM:

The term of this lease shall be for five (5) years, beginning on the 1st day of April, 2011, and ending on the 31st day of March, 2016.

3. RENT:

A. As rental for the property, the Lessee shall pay the Lessor the sum of \$500.00 per month:

B. Rent shall be payable in advance on the first day of each month, beginning April 1, 2011.

C. If any rental payment is paid after the fifth (5th) day of the month but by the tenth (10th) day of the month, a penalty equal to five

percent (5%) of the rental amount shall be due and payable to Lessor in addition to the rental payment. If any rental payment is not made by the tenth (10th) day of the month, a penalty equal to ten percent (10%) of the rental amount shall be due and payable to Lessor in addition to the rental payment. If any rental payment is not paid within thirty (30) days of the due date, the rental amount and penalty amount shall carry interest at ten percent (10%) per annum from the tenth (10th) day of the month in which the rental payment was due, and, in addition, the Lessor shall have the remedies set forth in Paragraph 16 of this Lease.

4. SECURITY DEPOSIT:

Upon execution of this lease, Lessee shall pay to Lessor a security deposit in the amount of Five Hundred Dollars (\$500.00). The security deposit shall be held by Lessor to secure Lessee's full compliance with the terms of this lease and any extension thereof. Upon termination of this lease, Lessor may apply the security deposit to the payment of any damages Lessor has suffered due to Lessee's failure to maintain the premises, to surrender possession of the premises thoroughly cleaned and in good condition (reasonable wear and tear excepted), or to fully comply with the terms of this lease, including the payment of rent, with the balance of the security deposit, if any, to be refunded to Lessee, without interest.

5. ASSIGNMENT:

Except as provided in this section, the Lessee shall not assign this lease or sublet the leased premises or any part thereof without the

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written consent of the Lessor.

The Lessee may, without prior written consent of the Lessor, sublet second floor space to businesses for the purpose of business incubation and development provided that no such business may lease space for more than 12 months.

6. USE:

It is expressly agreed that this lease is executed in order that the Lessee may use the premises for Berryville Main Street offices and other activities to promote Berryville's downtown and the economic development of the Town of Berryville, and the property shall not be put to any other use without the written consent of the Lessor.

7. UTILITIES:

Lessee shall pay all utilities for the building including water and sewer charges, electric services charges, and phone service charges. Lessee shall also pay all charges for heating oil.

8. REPAIRS BY LESSOR:

A. The Lessor agrees that during the term of this lease and any renewal thereof, Lessor shall do the following:

- (1) Keep the outer walls in proper and substantial repair;
- (2) Keep the roof in proper and substantial repair;
- (3) Make necessary major repairs (repairs in excess of \$ 500.00 each) to the heating and air conditioning systems.

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(4) Maintain the exterior appearance of the building, except as herein provided.

B. It is agreed by the parties that Lessor is not an insurer and that Lessor's responsibility and liability for each of the items of maintenance and repair set forth above shall be to make the proper repairs within a reasonable time after the necessity, nature, and location thereof has been called to Lessor's attention by Lessee.

9. OPERATION/REPAIR/MAINTENANCE BY LESSEE:

In regard to the use and occupancy of the premises, Lessee shall (i) maintain the premises in good condition; (ii) except such repairs as is the responsibility of the Lessor as set forth above, make all necessary repairs to the premises, including, without limitation, plumbing repairs and minor repairs (repairs up to \$ 500.00 each) to the heating and air conditioning systems; (iii) be responsible for prompt snow and ice removal from the sidewalk in front of the premises; and the leased parking area; (iv) keep the inside and outside of all glass in the doors and windows of the premises clean; (v) keep all exterior store front surfaces of the premises clean; (vi) replace promptly, at Lessee's expense, any cracked or broken plate or window glass of the premises with glass of like kind and quality; (vii) maintain the premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (viii) keep any garbage, trash, rubbish or refuse in closed containers; (ix) repair promptly at its expense any damage to the premises caused by bringing into the premises any property for Lessee's use, or by the installation or removal of such property, or

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caused by any act or omission of Lessee, their agents, employees, contractors or invitees; (x) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the premises; (xi) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect; and (xii) conduct Lessee's business in all respects in a dignified manner.

10. EXTERIOR DESIGN AND SIGNS:

The Lessor shall have control of the exterior design of the premises and Lessee shall not paint or decorate any part of the exterior of the premises without first obtaining the written approval of Lessor. The Lessee shall have the right to erect and maintain on the exterior of the premises, at Lessee's own expense, signs, advertising matter, or a logo, including lettering or other advertising matter on the glass of the premises, necessary or appropriate to the conduct of the business of Lessee; provided, however, that no such signs or other matters shall be erected without the prior approval of Lessor as to design, size, color, and location, and without any necessary approval from the appropriate agency of the Town of Berryville.

11. ALTERATIONS AND IMPROVEMENTS:

A. Lessee, prior to making any improvements or alterations to the premises, shall submit to Landlord plans and specifications for such work (the "Construction Documents"), including, but not limited to, all electrical, plumbing, mechanical, and architectural plans and specifications. Lessor shall review the Construction Documents submitted by Lessee, and, if

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same are approved by Lessor, Lessee shall submit such Construction Documents to the appropriate governmental agencies together with an application for all permits and licenses necessary to commence such construction work. Lessor shall not be liable for any delay in obtaining such permits or licenses. The cost of any such permits or licenses shall be the responsibility of Lessee. Lessee shall be entitled to commence work in the premises upon receipt of all necessary permits and licenses.

B. In the event the Construction Documents submitted by Lessee are unacceptable to Lessor or to the appropriate governmental agencies for any reason, Lessor and Lessee shall cooperate in revising such Construction Documents to a point where they will be acceptable to Lessor and to the appropriate governmental agency.

C. All improvements made by Lessee shall be considered a part of the real estate and as such the property of Lessor, except for items of tangible personal property not affixed to the demised premises.

12. PROCEDURES FOR LESSEE'S ALTERATION AND IMPROVEMENT WORK:

A. Prior to the commencement of any improvement work in the premises, Lessee shall:

(1) Obtain Lessor's written approval of the Construction Documents as set forth above;

(2) Have in its possession the permits and licenses necessary for the improvement work.

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B. Lessee shall conduct the improvement work in the premises in accordance with reasonable rules and regulations promulgated by Lessor or its agent, including, but not limited to, the following:

(1) All work by Lessee shall conform to the Construction Documents as approved by Lessor and shall conform to all local, state, and national codes, laws, rules and regulations;

(2) Lessee shall not permit its construction activities to interfere with the quiet enjoyment of the building in which the demised premises are located, or of the adjoining buildings.

(3) Lessee shall, at Lessee's expense, remove from the premises and adjoining areas all trash and debris as same accumulates;

(4) Lessee shall not use or permit the use of any areas outside the premises for any construction activities unless expressly consented to in writing by Lessor; and

(5) Lessee shall, at all times, enforce strict discipline and good order among their contractors, subcontractors, and employees.

C. In the event Lessee shall fail to perform the improvement work in accordance with the rules and regulations of Lessor, Lessor shall have the right to either (a) perform the obligation which Lessee have failed to perform, or (b) repair any damage caused by Lessee's failure to comply, including, without limitation, the correction of any deviation from the

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Construction Documents and the correction of any defects, and Lessee shall pay to Lessor on demand, all of Lessor's costs associated therewith. Lessee shall be responsible and liable for any and all damage to the premises caused either directly or indirectly by Lessee's construction activities.

13. DEFAULT:

A. If any rent shall be due or unpaid for a period of thirty (30) days, or if default shall be made in any of the conditions or covenants herein contained, or if the said premises or any part thereof shall be vacated by the Lessee during the term granted by this lease, the Lessor may recover and resume possession of said property, either by force or otherwise, without being liable to prosecution therefor, remove all persons and property therefrom, relet the said premises as agent for the Lessee, receive and collect the rents thereof, applying the same first to the payment of such expenses as the Lessor may have incurred in recovering the possession of the said property and reletting the same, secondly to the payment of any costs or expenses that the Lessor may have incurred, either for repairs or by reason of any condition or covenant being unfulfilled on the part of the Lessee, and then to the payment of any rent due or to become due under the terms of this lease, with interest, and the Lessee agrees to pay any deficiency which may arise.

B. Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any breach

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of this Lease and for any costs or expenses, including attorneys fees, incurred
by Lessor in enforcing the terms of this Lease, or in pursuing any legal action
for the enforcement of Lessor's rights.

14. LIABILITY:

The Lessor shall not be liable for any injuries to any person
or for any damages to any property on or about the demised premises. The
foregoing shall apply to injuries or damages to any property of Lessee, except
such injuries or damages as directly result from Lessor's failure to comply with
the provisions of Paragraph 8 of this lease.

15. INDEMNITY:

Lessee shall indemnify Lessor against all expenses,
liabilities, and claims of every kind, including reasonable counsel fees, by or
on behalf of any person or entity arising out of either (1) a failure by Lessee
to perform any of the terms or conditions of this lease, (2) any injury or
damage happening on or about the demised premises, (3) failure to comply
with any law of any governmental authority, or (4) any mechanic's lien or
security interest filed against the demised premises or equipment, materials, or
alterations of buildings or improvements thereon, for property owned by or
work done by Lessee.

16. DAMAGE OR DESTRUCTION:

If the demised premises shall, without fault of Lessee, be
destroyed or be so damaged as to become wholly or partially untenable by
fire or by providential means, then, if the Lessor shall elect to rebuilt or repair,

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this Lease shall remain in force and Lessor shall rebuild or repair the premises within a reasonable time after such election, putting premises in as good condition as they were at time of destruction or damage, and for that purpose they may enter said premises, and rent shall abate during time the premises are untenable; but if Lessor does not elect as aforesaid to rebuild or repair, then Lessor shall have possession of the premises hereby let, and Lessee shall deliver and surrender to Lessor such possession, and this Lease shall become void and the term hereby created end; and on such delivery and surrender being made or on the recovery of said premises by Lessor the obligation to pay rent shall cease, but until such delivery and surrender or recovery the obligation to pay rent shall not cease.

17. INSPECTION AND ACCESS:

The Lessor and its agents shall have the right during the term of this Lease to visit, inspect, and make necessary repairs to the property at any reasonable hour.

The Lessor shall have the right during the term of the Lease to access the site in order to enter portions of the building not subject to the lease. The Lessee agrees that such access must occur through leased space and agrees to provide access at any reasonable hour. The Lessee agrees park only in identified spaces and not to block access to the rear of the building

18. INSURANCE:

Lessee shall maintain in effect throughout the term of this lease, and any renewal thereof, general public liability insurance coverage for

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personal injury and property damage, with minimum limits of Five Hundred
Thousand Dollars (\$500,000.00) per occurrence, with the Lessor as an
additional insured.

19. ENTIRE AGREEMENT:

This Lease constitutes the entire agreement among the
parties and may not be amended except by written instruments executed by
each of the parties.

20. CONSTRUCTION OF THE LEASE:

This Lease shall be construed and interpreted according to
the laws of the Commonwealth of Virginia.

21. COMPUTATION OF TIME:

If the time period or date by which any right, option, or
election provided under this Lease must be exercised, or by which any act
required hereunder must be performed, expires or occurs on a Saturday,
Sunday, or legal, bank, or Clarke County Circuit Court Clerk's Office holiday,
then such time period or date shall be automatically extended through the close
of business on the next regularly scheduled business day.

22. BINDING:

The Lease shall inure to the benefit of, and be binding upon,
the successors and assigns of the parties.

23. RIGHT TO RE-LEASE:

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If the demised premises is to be available for lease by Lessor at the expiration of the five (5) year term of this Lease, or at the expiration of any subsequent one-year term, the Lessor shall give the Lessee the first right to re-lease the premises for a term of one (1) year, upon the same conditions, except the amount of rent, as contained in this Lease. If Lessee should desire to re-lease the premises at the expiration of the five (5) year term or any subsequent one-year term, Lessee shall so notify the Lessor in writing at least ninety (90) days prior to the expiration of term, and upon being so notified the Lessor shall inform the Lessee in writing at least sixty (60) days prior to the expiration of said term of the amount of rent for the new term. The Lessee shall then notify the Lessor in writing at least thirty (30) days prior to the expiration of said term as to whether or not the Lessee will elect to re-lease the premises.

TOWN OF BERRYVILLE, VIRGINIA,

Lessor

BY: _____
(SEAL)

DOWNTOWN BERRYVILLE, INC, Lessee

BY: _____
(SEAL)

**BERRYVILLE TOWN COUNCIL
POLICE AND SECURITY COMMITTEE
Tuesday, March 8, 2011
Berryville-Clarke County Government Center
Town Council Conference Room
Called Meeting
2:00 p.m.**

MINUTES

Roll:

Town Council:

Present: Mary Daniel, Chair; David Tollett

Staff: Keith Dalton, Town Manager; Neal White, Chief of Police

1. **Call to Order** – Mary Daniel, Chairman
Chairman Daniel called the meeting to order at 2:07 p.m.

2. **Update on Department Status** – Chief White gave an overview of the Department. (attached)

3. **Update Reserve Program Status** – Council member Tollett and Chief White gave an update on this program.

3. **Adjourn**
The committee meeting was adjourned at 2:55 P.M.



Keith Dalton, Town Manager

**BERRYVILLE TOWN COUNCIL
BUDGET AND FINANCE COMMITTEE
Wednesday, March 9, 2011
Berryville-Clarke County Government Center
Town Council Conference Room
Called Meeting
9:30 a.m.**

MINUTES

Roll:

Town Council:

Present: Recorder Harry Lee Arnold, Jr., Chair; Mary Daniel

Staff: Keith Dalton, Town Manager; Desiree Moreland, Treasurer/Asst. Town Manager;

1. Call to Order – Recorder Harry Lee Arnold, Jr., Chair
Chairman Arnold called the meeting to order at 9:30 a.m.

2. Review Draft FY 2012 Budget

Mrs. Moreland reviewed the draft FY 2012 Budget. The committee discussed Machinery and Tools taxes and other revenue sources. The committee discussed fund balance as well as availability fees. Mrs. Moreland reported that she should have better information on insurance costs in the near future allowing those budget numbers to be more accurate.

There was a discussion about a Hydrant Use Policy. Mr. Dalton stated that he would work to get such a policy in front of the Streets and Utilities Committee.

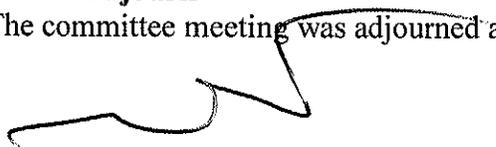
3. Review Draft 5-Year Capital Improvements Plan

Mr. Dalton reviewed the updated Capital Improvements Plan with the committee.

4. Other

5. Adjourn

The committee meeting was adjourned at 10:29 a.m.



Keith R. Dalton, Town Manager

BERRYVILLE TOWN COUNCIL
Wednesday, March 23, 2011
Berryville-Clarke County Government Center
Budget Work Session
4:00 p.m.

MINUTES

Roll:

Town Council:

Present: Wilson Kirby, Mayor; Harry Lee Arnold, Jr., Recorder; Mary Daniel; Allen Kitselman; David Tollett; Lawrence Russell, III

Staff: Keith Dalton, Town Manager; Christy Dunkle, Assistant Town Manager/Planner; Desirée Moreland, Assistant Town Manager/Treasurer; Celeste Heath, Town Clerk

Press: Rebecca Layne, Winchester Star; Mike Dowling, ClarkeDailyNews.com

1. **Call to Order** – Wilson Kirby, Mayor
Mayor Kirby called the meeting to order at 4:00 p.m.

2. **Discussion** – Budget Finance/CIP Committee
Ms. Moreland gave an overview of the revenue side of the budget. She said that there are no recommended increases in Personal Property or Real Estate tax rates, Business and Professional License rates or Vehicle Decal rates. She noted that the recommended increase in the Machinery and Tools tax rate is revenue neutral because of a reduction in valuation.

There was a discussion of the grants and loans for the wastewater treatment plant and the outfall line

Ms. Moreland gave an overview of the expense side of the budget. She said that the majority of the 4.37% increase in expenses is because of increased liability insurance costs and increases in VRS contributions. There was a discussion of expense increases in the Sewer and Water funds and how they relate to the system upgrades.

Council member Daniel arrived at 4:13 p.m.

Mr. Dalton discussed the 5 year CIP and spoke about the Public Works site expansion.

Mayor Kirby called for Town Council comment. Council member Daniel asked when was the last time employees had a COLA or any raise. Mr. Dalton said that this will be the third year in a row without across the board raises. Mayor Kirby asked if there has been any comment from staff on this issue. Mr. Dalton said staff is very appreciative of having their positions and benefits during this difficult time.

3. **Approval of Minutes**

March 9, 2011

Upon motion by Council member Daniel, seconded by Recorder Arnold, the minutes of the March 9, 2011 Budget and Finance Committee meeting were unanimously approved.

4. **Other**

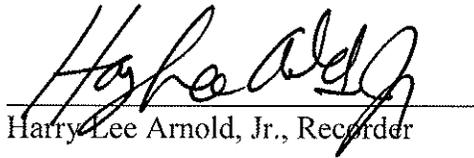
Mr. Dalton noted the passing of Gus Sardelis, a long time Berryville Police Officer, who was known for his great rapport with the community.

5. **Adjourn**

There being no further business, on motion by Council member Russell, seconded by Council member Tollett and passed, the council meeting was adjourned at 4:46 p.m.



Wilson Kirby, Mayor



Harry Lee Arnold, Jr., Recorder