



Berryville Town Council

MEETING AGENDA

Berryville-Clarke County Government Center

101 Chalmers Court, Second Floor

Main Meeting Room

Regular Session

December 8, 2020

7:30 PM

COVID Notice: All attendees and participants must observe social-distancing guidelines mandating six-foot intervals between persons. Members of the public may be required to wear facemasks.

Item

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1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Presentations/Awards and Recognitions
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The Council of the Town of Berryville will enter closed session in accordance with §2.2-3711-A-3 of the Code of Virginia, to discuss the acquisition of real property or disposition of publicly held property.

- a) Adopt resolution to enter closed session.
- b) Reconvene in open session.
- c) Adopt resolution by roll-call vote.

15. Adjourn

**Berryville Town Council Item Report Summary
December 8, 2020**

Item Title

Consent Agenda - Approval of Minutes

Prepared By

Background/History/General Information

A consent agenda is a tool utilized by the Town Council for grouping routine business and reports into one agenda item.

Any Council member may, as a matter of privilege, remove an item from the consent agenda and have it replaced with another agenda item.

Findings/Current Activity

The consent agenda comprises six items to be considered for approval:

Minutes of the 11/09/20 Town Council work session
Minutes of the 11/10/20 regular meeting of the Town Council
Minutes of the 11/16/20 meeting of the Community Development Committee
Minutes of the 11/16/20 meeting of the Streets and Utilities Committee
Minutes of the 11/17/20 meeting of the Public Safety Committee
Minutes of the 11/17/20 meeting of the Budget and Finance Committee

Financial Considerations

None

Schedule/Deadlines

Timely approval of minutes is preferable, but no deadline for such approval exists.

Other Considerations

None

Attachments

1. Consent Agenda

Recommendation

Approval

Sample Motion

I move that the Council of the Town of Berryville approve the consent agenda.

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Work Session
November 9, 2020
3:00 p.m.

Town Council: Present—Harry Lee Arnold Jr., Mayor; Erecka Gibson, Recorder; Donna Marie McDonald; Diane Harrison; Grant Mazzarino; Kara Rodriguez

Staff: Present--Keith Dalton, Town Manager; Paul Culp, Town Clerk; Chief Neal White, Berryville Police Department; Christy Dunkle, Community Development Director

Press: Mickey Powell, *The Winchester Star*

1. Call to Order

Mayor Arnold called the meeting to order at 3:03 p.m.

2. Approval of Agenda

Mayor Arnold invited a motion to approve the agenda.

Ms. Harrison moved to approve the agenda. The motion passed by a unanimous voice vote.

3. Unfinished Business

Southeast Collector Road

Ms. Dunkle referred Council to the agenda packet, in which her report reviewed the background of the matter, which had been discussed in previous meetings of the Council and relevant committees. She noted that the Council and the Clarke County Board of Supervisors had commissioned a transportation study in 2019 and that its findings had been presented to Council in July of 2020. She briefly summarized the different scenarios and concepts suggested by the study and Town staff.

Mr. Dalton said the Town and County had engaged a consultant and determined that the best option probably would be the extension of Jack Enders Boulevard into Smallwood Lane and that this could be accomplished in phases. He said the original plan for extending Jack Enders Boulevard at the Norfolk-Southern tracks with an at-grade crossing was not feasible.

Mr. Dalton said the developer would assume primary responsibility for the road itself, while the Town and County might have to deal with the costs of signalization and the railway crossing. Mr. Dalton explained that in previous developments the infrastructure had been installed by the developer

rather than by the Town or County. He noted that Hermitage Boulevard had been constructed by a developer, as had Mosby with the exception of the last portion, which had been a Virginia Department of Transportation project.

Mr. Dalton said that examination of infill and undeveloped properties in the short term would be desirable. Ms. Dunkle enumerated the properties she said were most accessible and feasible.

Mr. Dalton noted that the Berryville Area Plan contains a provision for a future southern potential growth area and that this would require a through road. He said the Plan refers to collector roads in all four quadrants and that it should be changed if no collector road is developed. He said staff believes the Town needs to be diligent in developing the business park, which has been helpful to the tax base, and that future development is vital. He said that if the collector road does not proceed, alternative plans are necessary.

Mayor Arnold said the Town must be as helpful as possible to any purchasers and that knowing the County's position regarding annexation would be necessary. He said he concurred with regard to infill and that the project would be a long-term one.

Mr. Dalton said the search for funding sources would be lengthy and that funding in the best-case scenario likely would not be available until at least the fall of 2024.

There was a discussion of the availability of relevant properties, and an agreement that property owners need to know the Town's intended direction. Mayor Arnold said the Town should make clear its commitment to the Area Plan and its transportation aspects and communicate this to the County.

Mr. Dalton and Ms. Harrison agreed that staff would provide Council with a list of specific properties.

Ms. Harrison said it would be desirable to have County input regarding the feasibility of certain types of business development. She said environmentally friendly businesses are preferable and that knowing the target market for development outreach would be desirable.

Mr. Mazzarino said environmentally unfriendly industry had largely become untenable in any case because of the expense of penalties. He said it appeared that everyone was in favor of development and asked what the first step would be.

Mr. Dalton said the preferred next measure would be to set the stage for a developer to become involved. He explained the changes that would be needed in the Area Plan and the need to set performance standards for the area in question. He said it should be developed in the manner of a subdivision and that the Town should have it zoned properly and await the action of market forces.

Mayor Arnold said correct zoning would be important for attracting the right sort of business. Ms. Harrison suggested medical establishments as a possibility. The Mayor suggested the desirability of new businesses supporting current businesses. Mr. Dalton concurred.

Ms. Rodriguez and Ms. Dunkle discussed the level of service at Main Street and Jack Enders Boulevard. Ms. Dunkle said it is not sufficient for SMART SCALE funding. Ms. Rodriguez said that an emphasis on infill was good but that she was concerned about the amount of truck traffic in the area already, that current traffic levels alone would justify the project and that further development would exacerbate the problem.

Mr. Mazzarino and Ms. Dunkle discussed the cost and process of necessary upgrades to current infrastructure if the plan proceeds.

The Council agreed that staff would provide additional information for the Council to discuss in its regular session the following evening with an eye to subsequently sharing its intentions with the County Board of Supervisors.

4. New Business

Discussion: Senior Housing / Assisted Care / Nursing Homes

Mayor Arnold said that four or five years ago the Council had asked the Planning Commission to look into the amount of senior housing and the number of assisted living facilities and nursing homes in the area. He said the Town has reached the maximum that it can accommodate without incurring a strain on resources, and that appropriate zoning should be considered to prevent excess.

Ms. Dunkle directed Council's attention to the agenda packet, in which she had enumerated the local properties relevant to the discussion and provided an overview of what is permissible under current zoning regulation. She said the institutional zoning district in particular should be discussed.

Mayor Arnold said he believed the Planning Commission should address the matter and report to Council. There was a discussion of whether the BADA or the Planning Commission should address institutional zoning. Ms. Dunkle said this normally would be a Planning matter.

Ms. McDonald and Ms. Dunkle discussed whether there was anywhere else in the Town limits where anyone might want to establish an additional nursing home or assisted care facility. Ms. Dunkle said there are spatial limitations but the annexation area allows for such entities. Ms. McDonald said the number within the Town limits is sufficient and that an imprudent increase in the demands placed on police and fire/rescue personnel was to be avoided. Mr. Mazzarino noted the large number of units already present. Ms. Dunkle said the paucity of medical facilities was daunting.

There was a discussion of emergency services and the potential for increased calls involving units already present.

Mr. Dalton requested that Council give Ms. Dunkle until December to have the Planning Commission take up the matter. Council agreed.

5. Other business.

None.

6. Closed Session

None.

7. Adjourn

Mayor Arnold requested a motion to adjourn.

Ms. McDonald moved to adjourn. The motion passed by consensus at 4:04 p.m.

Erecka L. Gibson, Recorder

Paul Culp, Town Clerk

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Regular Meeting
November 10, 2020
7:30 p.m.

Town Council: Present—Harry Lee Arnold, Jr., Mayor; Erecka L. Gibson, Recorder; Donna McDonald, Diane Harrison; Grant Mazzarino; Kara Rodriguez

Staff: Present--Keith Dalton, Town Manager; Greg Jacobs, Assistant Town Manager/Treasurer; Christy Dunkle, Community Development Director; Paul Culp, Town Clerk; Chief Neal White, Berryville Police Department

Press: Mickey Powell, *The Winchester Star*

1. Call to Order

Mayor Arnold called the meeting to order at 7:30 p.m.

2. Pledge of Allegiance

3. Approval of Agenda

Mayor Arnold noted the non-standard seating arrangement of Council members because of social-distancing protocols during the coronavirus pandemic.

Mr. Dalton explained that a discussion of the Southeast Collector Road would occur as unfinished business.

Ms. McDonald moved to approve the agenda. The motion passed by unanimous voice vote.

4. Presentations/Awards/Recognitions

Mayor Arnold read the attached proclamation honoring recently deceased former Town official Robert Ferreebee.

5. Public Hearings

None.

6. Discussion of Public Hearing Items

None.

7. Citizens' Forum

Kim Ragland, president of Berryville Main Street, spoke about recent promotional efforts and plans for the upcoming holidays.

8. Consent Agenda

The consent agenda comprised the minutes of the October 13 regular meeting of the Town Council, the October 5 and October 19 meetings of the Community Development Committee, the October 26 meeting of the Personnel Committee, and the October 27 meeting of the Streets and Utilities Committee.

The clerk noted that two errors in the October 13 minutes had been corrected since the distribution of the agenda packet, and the revised version provided to Council in advance of the meeting, and that the revisions had been included in the consent agenda posted for the public.

Recorder Gibson moved to adopt the consent agenda as presented. The motion passed by unanimous voice vote.

9. Unfinished Business

Mr. Dalton said the Council had discussed the proposed Southeast Collector Road in its work session the previous day and had asked staff to provide documentation suitable for communicating the Council's position to the County.

Ms. Harrison made the attached motion, which passed by unanimous voice vote.

10. New Business

None.

11. Council Member Reports

Mayor

Mayor Arnold read a letter from Barns of Rose Hill thanking the Town for its grant of \$4,500 in October.

Other Members

Recorder Gibson and the ward representatives had nothing to add.

12. Staff Reports

Public Works

Mr. Dalton said the department was doing its best to deal with extraordinary amounts of leaves and brush.

Public Utilities

Nothing was added to the written report provided in the agenda packet.

Police

Chief White had nothing to add to his written report.

Community Development

Ms. Dunkle said she is still waiting for bonds for Phase V of the Hermitage subdivision and that Public Works Director Rick Boor was pleased with the utilities installation and paving at Fellowship Square.

Administration and Finance

Mr. Jacobs said that if Council approved the request for proposal for auditing services in the present meeting, he hoped that the Budget and Finance committee would arrive at a recommendation in its December meeting and present it to the full Council for a decision in January. A discussion established that this process would apply.

Recorder Gibson moved that the Council of the Town of Berryville approve the issuance of the attached request for proposal for financial audit services. The motion passed by unanimous voice vote.

A discussion established that the finance department had begun outsourcing utility billing and that this possibly would provide a cost savings to the Town.

Town Manager

Mr. Dalton clarified for Ms. Harrison that the \$7,500 to be designated for street light upgrades was intended to provide a cushion beyond an estimate of \$6,161 for the work.

Mr. Dalton commended Town employees for discharging their duties to the public safely and in as normal a manner as possible during the pandemic. He expressed gratitude for the loyalty of employees during challenging times. Ms. McDonald suggested that he send a letter to that effect to all employees. Mr. Dalton and Mayor Arnold concurred.

13. Committee Updates

Budget and Finance

Recorder Gibson said the committee would meet on November 17 and again in early and mid-December.

Community Development

Ms. Rodriguez said the committee would meet on November 16 for further discussions of blight abatement.

Personnel

Mayor Arnold said the committee in its October meeting had interviewed Ryan Tibbens for a vacancy on the Planning Commission.

Recorder Gibson moved that the Council of the Town of Berryville appoint Ryan Tibbens to the Berryville Planning Commission for a term beginning on November 10, 2020 and ending on September 30, 2024. The motion passed by unanimous voice vote.

Ms. Gibson and Mr. Dalton discussed the scheduling for the town manager's performance evaluation. Mr. Dalton said he would look into whether it had been scheduled for December or January.

Public Safety

Ms. McDonald said the committee would meet on November 17.

Streets and Utilities

Ms. Harrison, as committee chair, explained that the other member, Ms. Rodriguez, had suggested funding the street light upgrade with unspent funds allocated for replacement of holiday decorations. A discussion established that old decorations would be used this year.

Ms. Harrison moved that the Council of the Town of Berryville authorize the use of up to \$7,500 from FY21 Budget line item 100-40942008959 – Holiday Decorations, to complete the upgrade of street lighting in the downtown area of Berryville. The motion passed by unanimous voice vote.

Ms. Harrison asked Chief White to provide an update on his effort to address the problem of frequent and prolonged stoppages of trains passing through Berryville, noting that new developments had occurred in recent days. She said she thought the Town's letters to higher political authorities had been a good idea but that they should now be informed that the Norfolk and Southern Railway had responded to the Town's complaint since the dispatch of those letters.

Chief White said he had received a response a few days ago from the Norfolk and Southern's regional vice president for government relations, who had said he would review the matter and discuss it with the regional trainmaster. Chief White said the vice president had expressed a willingness to hear from Council in the matter. The Council agreed with Mayor Arnold's suggestion that the matter should remain in Chief White's hands for thirty days, with a determination then being made regarding whether Council input would be necessary.

Ms. McDonald asked Chief White whether any accidents had occurred at crossings within the timespan of his data set. He said there had been one but that it had been motorist-related rather than train-related. Mayor Arnold suggested installation of reflectors at the crossing in question to help motorists avoid cutting the corner too sharply and being caught on the tracks.

14. Closed Session

None.

15. Other

None.

16. Adjourn

No other business coming before Council, Mayor Arnold invited a motion to adjourn.

Recorder Gibson moved to adjourn, with the motion passing by consensus at 8:09 p.m.

Erecka L. Gibson, Recorder

Paul Culp, Town Clerk

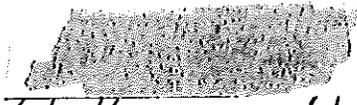
Honoring the Life and Service of
Robert Allen Ferrebee
1943 - 2020

By the Mayor of the Town of Berryville

A Proclamation

As a sign of respect, admiration, and thanks for Bob Ferrebee's five-year tenure on the Berryville Planning Commission and service on Berryville's Town Office Committee in 2004 and 2005, I hereby order that the flag of the Town of Berryville be flown at half-staff at the Berryville-Clarke County Government Center and that the ceremonial drape be placed above the main entrance of the Berryville-Clarke County Government Center. The flag of the Town of Berryville shall be flown at half-staff and the ceremonial drape remain in place from the tenth day of November 2020 to the nineteenth day of November 2020.

IN WITNESS WHEREOF, I have hereunto set my hand this ninth day of November, in the year of our Lord two thousand twenty.



Harry Lee Arnold, Jr., Mayor

BERRYVILLE TOWN COUNCIL SIGN UP SHEET

Citizens' Forum

Tuesday, November 10, 2020

7:30 p.m.

Name:

Town of Berryville Resident?

Kim Ragland - Main Street Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Motion concerning the process by which the Town and County can approach the expansion of the Berryville Area into the Southern Potential Future Growth Area and facilitate the development of the Southeast Collector Road

I move that the Council of the Town of Berryville communicate the following position statement regarding expanding the Berryville Area to include the Southern Potential Future Growth Area and facilitating the development of the Southeast Collector Road:

In response to the County Board's request for the Town Council's position regarding development of the planned Southeast Collector Road, the Council recommends that the Town and County pursue the following steps in furtherance of the effort to expand the Town and County tax base and facilitate the completion of the Southeast Collector Road, which has been a part of the Berryville Area Plan for thirty years.

- 1) Town Planning Department will identify vacant and underutilized property that is zoned L-1, B, and BP. That information will be provided to the County Economic Development Director. CCED will work with owners to market properties in accordance with the land use requirements, utility service availability, and the owners' wishes.
- 2) Town and County Planning Departments will work with VDOT and other entities to determine what grant funds are available to assist the developer of the business park expansion (Southern Potential Future Growth Area) with the cost of transportation-related improvements.
- 3) The Town and County will develop a strategy to 1) encourage development of vacant and underutilized industrial and business properties, 2) proactively mitigate negative effects of that development, 3) establish thresholds for timing of water, sewer, and stormwater planning for the business park expansion (Southern Potential Future Growth Area), 4) establish thresholds for expansion of the Berryville Area (amendment to BAP and Zoning Map), 5) pursue funding for necessary transportation improvements, and 6) market the expanded Business Park.

I further move that the Town Manager and the Director of Community Development work with County staff to further this effort.

DATE: *November 10, 2020*

Motion: *Harrison*

VOTE: *Unanimous voice vote*

Aye:

Nay:

Abstain:

ATTEST:

Erecka Gibson
Recorder



**TOWN OF BERRYVILLE, VIRGINIA
REQUEST FOR PROPOSAL
AUDIT SERVICES RFP #2020-05**

ISSUE DATE: November 12, 2020

DUE DATE: December 2, 2020, 2:00 PM

DELIVERY ADDRESS: 101 Chalmers Court, Suite A
Berryville, VA 22611

CONTACT: Gregory C. Jacobs
Director of Finance/Treasurer
E-mail: treasurer@berryvilleVA.gov

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Available on the Town web site:

Annual CAFR through 2020 <http://www.berryvilleva.gov>

Annual Budgets through FY 2021 <http://www.berryvilleva.gov>

I. INTRODUCTION AND BACKGROUND INFORMATION

- A. **General Information** - The Town of Berryville ("Town") is requesting proposals from qualified certified public accounting firms to audit its financial statements beginning with the fiscal year ending June 30, 2021.
- B. **Agreement Term** – It is the intent of the Town to enter into a five-year Agreement beginning with services for the fiscal year ending June 30, 2021 through June 30, 2025. The Town reserves the right to renew the contract for two (2) additional one (1) year periods. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by the Town Council and coordinated through the Town Manager.
- C. **Background** - The Town serves an area of 2,275 square miles with an estimated population of 4,342 as of 2018. The Town's fiscal year begins on July 1 and ends on June 30.

Services - The Town provides the following services to its citizens:

- General governmental services including: police, refuse collection and disposal, water and sewer utility, parks and recreation, and maintenance of streets and roadways.
- The Town has a total payroll, including benefits of \$1.72 million covering 33 full-time and 8 part-time employees.
- The Town is organized into five departments. The accounting and financial reporting functions of the Town are centralized.
- More detailed information on the government and its finances can be found in the Comprehensive Annual Financial Report for fiscal year 2020 and Budget for fiscal year 2021. These can be found on the Town's website at www.berryvilleva.gov.

Fund Structure - The Town uses the following fund types and account groups in its financial reporting:

Fund Type/Account Group	Number of Individual Funds	Number With Legally Adopted Annual Budgets
General Fund	1	1
Enterprise Funds	2	2

Budgetary Basis of Accounting - The Town prepares its budgets on a basis consistent with generally accepted accounting principles.

Federal and State Financial Assistance – The Town receives federal assistance directly from the federal government or as pass through funds.

Pension Plan - The Town participates in the Virginia Retirement System, which is a Multiple-Employer Defined Benefit Plan. The Virginia Retirement System provides actuarial services for this plan. The Town also offers its employees a choice of deferred compensation plans in accordance with Internal Revenue Code 457.

Component Units – The Town has no component units.

Joint Ventures - The Town does not participate in any joint ventures.

Magnitude of Finance Operations - The finance department is headed by Gregory C. Jacobs, Director of Finance/Treasurer, and consists of 5 employees. The principal functions performed and the numbers of employees assigned to each are as follows:

- Director of Finance/Treasurer (collections, procurement, budget) 1
- Deputy Treasurer/Utility Clerk (real estate, personal property, utility billing) 1
- Front Desk Clerk (customer service, meals tax, cigarette tax, business license) 1
- Finance Clerk (accounts payable, payroll, procurement, reimbursables) 1
- Town Clerk (FOIA, minutes) 1

Computer Systems.- The Town's integrated accounting system and files are shared via server. The following are details:

Hardware:

Type of Equipment	Server
Model/Make of Equipment	SQL database engine and Windows 10 operating software.
Networked	Yes

Software:

<u>Vendor</u>	<u>Applications</u>
Southern Software	General Ledger/Accounting
FMS	Accounts Payable
	Payroll/Personnel
	Business Licenses
	Budget Preparation
	Utility Billing
	Property Taxes

Availability of Prior Audit Reports and Working Papers – Prior year's CAFR may be found on the Town's website. The audit firm of Robinson, Farmer, Cox Associates, P.O. Box 6580 Charlottesville, VA 22906 performed the Town's audit for the last ten fiscal years. Their contact is Josh Roller at (434) 973-8314.

II. SCOPE OF WORK

A. Auditing and Reporting Services

1. Comprehensive Annual Financial Report ("CAFR") - The auditor shall prepare and deliver to the Town an Independent Auditor's Report that expresses an opinion regarding whether the Town's basic financial statements, as presented in the CAFR, are fairly presented and in conformance with generally accepted accounting principles.

The auditor shall also perform certain procedures in regards to the required supplementary information and supporting schedules of individual funds.

2. Single Audit - The auditor shall determine if there is a requirement to examine, perform tests, and report on the Schedule of Expenditures of Federal Awards and all

related reports according to OMB Circular A-133 Compliance Supplement Requirements. If such a requirement exists, and estimate of additional time and fees required to perform such procedures will be provided to Town's Management, and shall be stated separately from total audit contract amount.

3. APA Transmittal Forms - The Auditor of Public Accounts for the Commonwealth of Virginia ("Auditor of Public Accounts") requires all local governments to complete Comparative Report Transmittal Forms in accordance with the provisions of the Uniform Financial Reporting Manual. Each fiscal year, the auditor shall prepare all such required forms, perform all procedures specified in the Uniform Financial Reporting Manual, and submit the completed forms for each fiscal year to the Auditor of Public Accounts no later than the November 30th following the end of the Town's fiscal year.
4. GASB and FASB Pronouncements - The auditor shall keep the Town fully informed of all pronouncements issued by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standard Board (FASB). The auditor shall assist the Town as needed in complying with all GASB and FASB requirements.
5. Public Presentation of Audit - The auditor shall present a summary of its Independent Auditor's Report to the Town Council at a public session in December (usually the 2nd Tuesday of the month) each year. Town Council must be provided with the audit no less than 14 days before the presentation.
6. Other Requirements – The auditor shall provide assistance with the following items:
 - a) Reconciliation of beginning fund balances against prior year audited financial statements; propose adjustments as necessary.
 - b) Reconciliation of federal and state funding against trial balances per the Auditor of Public Accounts reports; propose adjustments as necessary.
 - c) Review of accounts payable accruals and payroll accruals to determine completeness.
 - d) Assistance to staff with recording the addition and disposal of assets to the depreciation system as needed.
 - e) Preparation of journal entries, as necessary, related to debt service.
 - f) Preparation of other entries, as necessary, to various funds so that fund basis financial statements will be ready for audit.
 - g) Assistance to staff with gathering information necessary for auditors to prepare entity wide financial statements.
 - h) Assistance to staff regarding any transactions that may not have been recorded properly; propose adjustments as needed.

B. Auditing Standards to Be Followed

The auditor shall audit all funds and financial statements of the Town in accordance with: (1) the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, (2) the provisions of the OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, and (3) the Specifications for Audits of Counties, Cities and Towns of the Auditor of Public Accounts, Commonwealth of Virginia.

C. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five years, unless the firm is notified in writing by the Town of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

1. State Audit Agencies
2. U.S. General Accountability Office (GAO)
3. Parties designated by the federal or state governments or by the Town as part of an audit quality review process.
4. Auditors of entities of which the Town is a sub-recipient of grant funds.
5. Successor auditors of the Town.

D. Contact Persons/Locations of Offices

After Agreement award, the auditor's principal contact with the Town will be Gregory C. Jacobs, Director of Finance/Treasurer, who will coordinate the assistance to be provided by the Town to the auditor; email: treasurer@berryvilleva.gov.

E. Town's Time Requirements

The Town is subject to certain mandated reporting deadlines imposed by legal regulations, which the auditor shall meet. These include the following:

The Comprehensive Annual Financial Report together with transmittal forms is due to the Auditor of Public Accounts, Commonwealth of Virginia, no later than November 30 of each year.

To meet this mandated reporting deadline, the Town requires the following deadlines of the auditor:

1. The auditor must schedule and attend an entrance conference with the Town no later than January 31, 2021. An entrance conference will not be held for subsequent years of the Agreement unless specifically requested by the Town or the auditor.
2. Upon request, the auditor shall be available to meet or talk with the Director of Finance/Treasurer.
3. No later than February 15, 2020, and May 15th of each year thereafter, the auditor shall provide the Town with the following: (1) a calendar of the scheduled work, and (2) a list of the schedules that must be prepared by the Town, including system-generated reports and letters necessary for both interim work and final test work.
4. No later than September 30th each year, the auditor shall complete all fieldwork.
5. No later than October 20th each year, the auditor shall provide the Town with a draft CAFR including all financial statements, footnotes and required supplemental schedules. No later than November 10th each year, the Town's Director of Finance/Treasurer will review the draft CAFR and deliver to the auditor all corrections, the MDA, and the Letter of Transmittal.

6. No later than November 20th each year, the auditor shall deliver to the Town all final CAFR review comments.
7. No later than November 30th each year, the auditor shall issue to the Town its Independent Auditor's Report.
8. No later than November 30th each year, the auditor shall submit to the Auditor of Public Accounts all documents that are required by the Auditor of Public Accounts to be submitted by November 30th.
9. No later than December 10th each year, the auditor shall provide the Town with 20 hard copies of the bound CAFR, including the Independent Auditor's Report, and an electronic .pdf file of the same.
10. The auditor shall present the CAFR, including the Independent Auditor's Report, to the Town Council during a regularly scheduled Town Council meeting in December (usually the 2nd Tuesday of the month).

F. Assistance to Be Provided to the Auditor; Report Preparation

1. Finance Department - The Finance Department has the responsibility for maintaining the general accounts of the Town and is the central oversight and coordinating agency for the town wide audit of financial statements. The Finance Department will provide the support necessary for the completion of a successful audit and will complete all of the prepared-by-client work papers for the auditor.
2. Town Departments - All Town departments will assist the auditor by assembling and making available information pertinent to the examination and providing knowledgeable personnel to meet with the auditor to explain agency operations.
3. Office Accommodations - The Town will provide the auditor with reasonable office accommodations. The auditor will also be provided with access to the internet, telephone lines, photocopying facilities and FAX machines. All work conducted on the Town's premises shall be accomplished between the Town's standard office hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays, holidays excepted, unless otherwise prearranged. While auditor personnel are at the Town's sites, they are required to comply with all rules and regulations of the Town with specific mention being made of complying with rules and regulations governing conduct with respect to health and safety not only as they relate to themselves, but also to Town personnel.

G. Site Visits

The Town reserves the right to visit the auditor's offices without prior notice, in order to assess the capabilities of individual auditors and to contact references provided with the proposals.

III. PROPOSAL SUBMISSION REQUIREMENTS

- A. General Requirements - The purpose of the offeror's proposal is to demonstrate the qualifications, competence, and capacity to undertake an independent audit of the Town in conformity with the requirements of this request for proposals ["RFP"]. As such, the substance of proposals will carry more weight than their form or manner of presentation. The offeror's

proposal should demonstrate the qualifications of the offeror and of the particular staff to be assigned to this engagement. It should also specify an offeror's approach that will meet the request for proposals requirements.

The offeror's proposal should address all the points outlined in this RFP. The proposal should be prepared simply, providing a straightforward, concise description of the offeror's capabilities to satisfy the requirements of the RFP. The submitted proposal shall form an integral part of the resulting Agreement, by reference. Therefore, offerors should exercise extreme care in describing what services are included or excluded in the proposal.

The Town will follow the evaluation process and selection criteria described later in this RFP. In order to enhance this process and provide each offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters or sections. The maximum pages allowed for each element is listed. Any section that exceeds this maximum may not be considered.

	Maximum # of Pgs.
Table of Contents	1
RFP Submission Form	1
Offeror's cover sheet listing:	2
• Contact person and telephone number	
• Statement of independence	
• Statement of license to practice in Virginia	
Letter of transmittal and/or executive summary	2
Profile and Government Experience of the Offeror	4
Qualifications and Government Experience of the assigned Staff (Maximum Pages Per Person)	2
Audit approach and work plan	10
Ability to meet the Town's time requirements	1
Commitment to provide continuity of assigned Staff	1
References of Government clients	2

These elements parallel the Town's proposal evaluation criteria. The Town is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each offeror for information that must be include in the proposal.

- B. Independence** - The offeror shall provide an affirmative statement in its proposal that the offeror is independent of the Town as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards and the Ethics Rules of the AICPA.

The offeror shall also list and describe in its proposal the offeror's professional relationships involving the Town for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services described within this RFP.

- C. License to Practice in Virginia** - The offeror shall include an affirmative statement in its proposal representing that the offeror and all assigned key professional staff are properly

licensed to practice as certified public accountants in the Commonwealth of Virginia, and meet any and all other specific qualification requirements imposed by state or local law.

D. Profile and Government Experience of Offeror - The offeror's proposal must provide:

1. A description of the offeror, including its size and geographical focus;
2. The size of the offeror's governmental staff;
3. The location of the office from which the work on this engagement is to be performed and the nature of the professional staff to be employed in the engagement on a full-time basis and the number and nature of the staff to be employed on a part-time basis;
4. The description of the range of services performed by the office from which work on this engagement is to be performed, such as audits, accounting, tax services or management services;
5. A summary of the offeror's staff and management rotation policy and depth of available experiences;
6. An outline of all the professional development programs provided to and required of the offeror's audit staff, including government-specific development programs; and
7. A copy of the report on its most recent external quality control review, with a statement addressing whether that quality control review included a review of specific government engagements; in addition, the offeror shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. The offeror shall provide information on the circumstances and status of any disciplinary action taken or pending against the offeror during the past three (3) years with state regulatory bodies or professional organizations.

E. Qualifications and Government Experience of the Assigned Staff - Identify the principal supervisory and management staff, including partners, managers, other supervisors, and specialists who would be assigned to this engagement. For each person assigned to this engagement, provide: (i) a resume, (ii) information regarding his or her specific government auditing experience (e.g. utilities, retirement plans, investments, federal grants etc.), (iii) information regarding relevant continuing professional education for the past three (3) years, (iv) a list of professional organizations of which the individual is a member, and (v) a list of other engagements, if any, to which the individual will be assigned during the period of time they are performing services for the Town.

- F. Audit Approach and Work Plan - The offeror's proposal must set forth a work plan to perform the services required in this RFP, including an explanation of the audit approach to be followed. In developing the work plan, reference should be made to such sources of information as the Town's CAFR, organizational chart, manuals and programs, and financial and other management information systems. The offeror should clearly distinguish tasks that the auditor will undertake as distinguished from those that are the responsibility of the Town.**

Offerors must provide the following information in their work plan:

1. Discussion regarding the overall approach and process in conducting the services required under this RFP.
2. Explanation regarding how the offeror proposes to use Town staff, if at all, during an audit, indicating the approximate staff time required and the types of information or schedules required.
3. Manner in which the offeror intends to use computer-assisted auditing procedures and statistical sampling techniques. Indicate sample size if possible. Describe the approach to be taken in drawing audit samples for the purposes of compliance testing.
4. Extent of use of financial software in the engagement.
5. Type and extent of analytical procedures to be used in the engagement.
6. Approach to be taken to gain and document an understanding of the Town's internal control structure.
7. Identification of specialized government audit manuals and/or programs utilized.
8. Discussion on how the audit staff plans to audit computerized systems.
9. Procedures followed in the technical review of audited financial statements prior to their issuance.
10. Statement verifying the offeror's understanding of the specific reporting requirements outlined in this RFP.
11. Description of any anticipated potential audit problems, the auditor's approach to resolving these problems, and any special assistance that will be requested from the Town.
12. Description of how the offeror's proposed work plan will meet the Town's time requirements detailed at Section II.E. of this RFP.
13. Identify each significant phase of work.
14. Provide time estimates for each significant phase of work.
15. Identify the individual staff members by name and title to be assigned to each significant phase of work.
16. For each significant phase of work, identify any specialists the offeror plans to use;
17. For each significant phase of work, (a) itemize the tasks involved, (b) provide a schedule for each task, and (c) identify whether the Town or the offeror has primary responsibility for each task.
18. Identify and discuss any documentation or authorization that will be required from the Town, anticipated problem areas, proposed solutions to the problem areas, etc.

G. Commitment to Provide Continuity of Assigned Staff

1. The offeror must indicate what amount of assurance the offeror can give to the Town that the principal supervisory and management staff will continue for the full duration of the engagement.
2. The offeror must commit to describe how it will provide the Town advance notice and an opportunity for input concerning any staff change by the offeror during the term of this engagement.

H. References - This section of the offeror's proposal must:

1. List or describe representative clients served in the last three years by the office from which the work on this engagement is to be performed, focusing on clients similar in size and complexity to the Town, and provide dates of service.
2. Provide the current name, address, and telephone number of at least three specific local government references the offeror has served either currently or in the past three years; preferably those where one or more of the assigned staff provided the same or similar services as requested herein.

3. Each reference must indicate the scope of services provided to each referenced client.

I. Meeting; Non-Binding Cost Estimate - After the Town has reviewed all proposals, the Town will invite one or more of the highest-rated and fully-qualified offerors to the Town to discuss their proposals and to deliver a non-binding cost estimate during the week of December 14th.

When requested, the cost estimate shall include estimated number of hours and hourly rates for all job categories that will be used to accomplish work under this Agreement. All costs for reimbursable items such as travel, printing and reproduction along with a percentage markup of all reimbursable items provided by an outside source such as printing and courier express must be included. If any sub consultants are to be used, a percentage markup of their cost shall be included. The cost estimate is to include fees for each Agreement year of service, FY 2021 through FY 2025.

The auditor's fee must be priced assuming the Town will implement all GASB's required reporting changes over the period of the Agreement. In proposing fees for the Agreement period, the offeror should assume the Town will continue to grow in size and complexity. If the offeror believes there are extraordinary changes to the Town's size or complexity that would require a fee increase, these should be identified.

IV. EVALUATION CRITERIA

It is anticipated that an offeror will be selected and an Agreement executed between both parties by January 15, 2021. The Town will evaluate proposals based on the following criteria:

1. Qualifications and government experience of the offeror.
2. Qualifications and government experience of the assigned staff.
3. Audit approach and work plan.
4. Ability to complete all services required under this RFP by the required deadlines.

5. Commitment to provide continuity of audit staff.
6. References from clients similar in size and complexity to the Town.

V. INSTRUCTIONS AND AGREEMENT TERMS AND PROVISIONS

- A. **Right to Reject Proposals** - Submission of a proposal indicates acceptance by the offeror of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between the Town and the firm selected. The Town reserves the right, without prejudice, to reject any or all proposals.
- B. **Cost in Preparing Proposals** - There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in responding to this request.
- C. **Submission of Proposals** - All proposals must be submitted in a sealed envelope, labeled with the proposal title and number, and addressed to:

Gregory C. Jacobs, Director of Finance/Treasurer
Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

In order for a proposal to be considered by the Town, the Town must receive one original and four copies of the proposal no later than 2:00 PM, December 2, 2020 local time. Proposals received after the submission deadline will be returned unopened. Proposals in the form of telegrams, telephone calls, facsimiles or electronic mail will not be accepted. It is the sole responsibility of the offeror to ensure the receipt of the proposal by the Town.

The Town reserves the right to reject any or all proposals submitted and to cancel this RFP.

During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from offerors, or to allow corrections of errors or omissions.

The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between the Town and the selected offeror.

- D. **Inquiries** - Inquiries concerning this RFP must be made in writing to: Gregory C. Jacobs, Directory of Finance/Treasurer, treasurer@berryvilleva.gov.

Contact with personnel of the Town other than Gregory C. Jacobs, Director of Finance/Treasurer regarding this RFP may be grounds for elimination from the selection process.

- E. **Disposition of Proposals** - All materials submitted in response to this RFP will become the property of the Town. One copy of each proposal shall be retained for official files and will become a public record after the award and will be open to public inspection. It is understood

that the proposal will become part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section F "Disclosure."

- F. **Disclosure** - In compliance with the Town's purchasing policy, all proposals will be available for public inspection after the Agreement award. Trade secrets and proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the offeror must invoke the protection of this legislation prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that costs are to be protected is unacceptable.
- G. **Cost Incurred in Responding** - This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof.
- H. **Prime Vendor Responsibilities** - Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP.

If the Offeror's proposal includes services provided by others, the Offeror will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Offeror will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

- I. **Laws and Regulations** - The Offeror's attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the Agreement shall apply to the Agreement throughout, and they will be considered to be included in the Agreement the same as though herein written out in full.
- J. **Conflict of Interest Statement** - The conflict of interest statement attached to this RFP must be executed and returned with the offeror's proposal. See Section III of Attachment B.
- K. **Ethics in Public Contracting** - The offeror will familiarize itself with the "Ethics in Public Contracting" section of the Virginia Public Procurement Act found in the Code of Virginia, Article 6, Section 2.2-4367 through 2.2-4377, and will abide by such provisions in submission of its proposal and performance of any Agreement awarded.
- L. **Non-Discrimination** - The offeror agrees that it will adhere to the non-discrimination requirements set forth in the Code of Virginia, Section 2.2-4310, which will be incorporated into any Agreement awarded. The offeror agrees to comply, and to require all suppliers and sub consultants paid in whole or in part from payments made under the Agreement to comply, with Section 122(A)(1) of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512), as amended to wit:

No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a State government or unit of local government, which government or unit receives funds made available under Subtitle A (of Title 1 of the Act).

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition, as provided in the Civil Rights Act of 1964 or Title VIII of the Act of April 11, 1968, hereafter referred to as the Civil Rights Act of 1968, shall also apply to any such program or activity.

- M. Anti-collusion** - The signer of the proposal must declare that all persons, companies, and parties interested in the Agreement as principals or owners of the offeror are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that the proposal is in all respects fair and made in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the offeror. See Section IV of the RFP Submission Form, under Attachment B.
- N. Agreement Execution** - The successful offeror will be required to execute the attached Agreement, provided under Attachment C. Questions or concerns with any of the Agreement terms and conditions are to be addressed in the original proposal.

ATTACHMENT A
AN INFORMATION OVERVIEW OF BERRYVILLE, VIRGINIA

1. **Description of unit including location, physical size, recent and prospective annexation.**

A 2.3 square-mile municipality located IN THE NORTHERN Shenandoah Valley, 11 miles east of Winchester and 5 miles south of the West Virginia border in Clarke County Virginia

2. **Population:**
2000 – 2,963
2010 – 4,185
2014 – 4,297 (Est)
2018 – 4,342 (Est)

3. **Description of enterprises operated.**
Water and Wastewater Utilities

4. **Personnel/payroll**
-Number of personnel, full-time.
Currently (FY 20) 39
 Exempt - 12
 Non-exempt - 27
-Estimated employee turnover.
5 employees per year.

5. **Tax collections**
-Number of bills issued.
Approximately 3,200 Personal Property
 3,525 Real Estate

6. **Enterprise billings**
-Number of bills (monthly period).
Water and Wastewater – 1,725

-Average number of delinquent bills.
Water and Wastewater -160 second notices

7. **Accounts Payable Checks**
-Number per month - 50
Accounts Payable transactions per month – 200

8. **Major bank accounts**
-Number of bank accounts by type.
Three (two operating and one payroll)
-Average monthly activity in each bank account.
Deposits: operating 20, payroll 6

9. **Special conditions**
-Describe arrangements to collect taxes for others. N/A

-Describe arrangements to perform fiscal or accounting functions for others. N/A

10. Listing of separately functioning Authorities, Boards and Commissions created by the governing body and currently in operation.

Boards and Commissions are adjuncts to the Town Council and do not function independently - They are:

- Berryville Planning Commission
- Berryville Architectural Review Board
- Berryville Board of Zoning Appeals
- Berryville Area Development Authority
- Berryville Tree Board

ATTACHMENT B
AUDIT SERVICES RFP SUBMISSION FORM
RFP #2020-05

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Address _____

Contact Person _____ Title _____

Telephone No. _____ Fax No. _____ Email _____

Organized under the laws of the State of _____

Principal place of business _____

Following are the names and addresses of all persons having an ownership interest of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

The Town of Berryville requests, as a matter of policy, that any consultant or firm awarded an Agreement resulting from a formal solicitation issued by the Town shall make certification as specified below. Receipt of such certification shall be a prerequisite to the award of Agreement and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the Agreement is awarded to our firm, partnership, or corporation, that no employee of the Town of Berryville, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the act of awarding and/or executing this Agreement.

SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of VA Code Ann. Section 2.2-3100 et seq., the State and Local Government Conflict of Interests Act.

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____ Date _____

Name (Printed) _____ Title _____

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL

- A. The offeror warrants that it is willing and able to comply with Commonwealth of Virginia laws with respect to foreign (non-state of Virginia) corporations.
- B. The offeror warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any of the offeror's officers, employees or agents.
- C. The offeror warrants that it will not delegate or subcontract its responsibilities under an agreement with the Town without the express prior written permission of the Town.
- D. The offeror warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

ATTACHMENT C
AUDIT SERVICES AGREEMENT RFP #2020-05

This agreement ("Agreement") is made this _____ day of _____, 2021, by and between the TOWN OF BERRYVILLE, VIRGINIA ("Town"), a municipal corporation, and _____, a _____ having a usual place of business at _____ ("Auditor").

The Auditor and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, hereby agree as follows:

1. Provision of Services.

The Auditor shall provide all services as described in the Town's request for proposal #2020-05 ("RFP") and as described in the Auditor's proposal dated _____. ("Proposal"). The RFP and Proposal are incorporated into this Agreement as if set out fully herein.

2. Interpretation.

Where the terms of this Agreement and the Proposal are at variance, the provisions of this Agreement shall prevail.

3. Term.

The term of this Agreement shall commence on January 15, 2021 and shall be effective through June 30, 2025. This Agreement may be renewed with the mutual consent of both parties for up to two additional one-year terms. Such renewal is subject to the annual review and recommendation of the Town Manager, the satisfactory negotiation of terms, the concurrence of the Town Council, and the availability of an annual appropriation.

4. Compensation.

In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Auditor within thirty (30) days after receipt of a proper invoice for the amount of payment due or thirty (30) days after receipt of services, whichever is later, and in accordance with paragraph numbered 5 of this Agreement.

The Town shall pay the Auditor at the hourly rates shown on the attached rate schedule. The total annual cost shall not exceed \$ _____.

5. Method of Payment.

The Auditor shall submit invoices to the Town with all supporting documentation and shall be reimbursed as follows:

Payment shall be made upon receipt of an invoice, which details the hours worked and services performed. The Auditor shall mail all invoices to the address specified below.

Town of Berryville
ATTN: Gregory C. Jacobs, Director of Finance/Treasurer
101 Chalmers Court, Suite A
Berryville, VA 22611

All invoices shall be Net 30 and indicate the date for services provided, and a brief description of the services provided. Failure to provide the above information will result in the invoice being returned to the Vendor. The Town will not be liable for any resulting delays in payment as a result thereof. The Town reserves the right to make payment via a Corporate Purchasing Card, but will not pay surcharges if payment is made via a Corporate Purchasing Card.

6. Controlling Law and Venue.

This Agreement is made, entered into, and shall be performed in the Town of Berryville, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the Agreement, its interpretations, or its performance shall be litigated only in the Clarke County General District Court or the Circuit Court of the County of Clarke, Virginia. The Auditor shall comply with applicable federal, state and local laws and regulations.

7. Assignment of Agreement.

The Auditor is prohibited from assigning this Agreement in whole or in part without the prior written consent of the Town.

8. Modification of Agreement.

The Agreement may be amended or modified only by a written modification acceptable to both the Town and Auditor.

9. Insurance.

A. At all times during the term of this Agreement and all renewals thereof, the Auditor shall maintain:

- (1) A general liability insurance policy with a minimum primary limit of \$1,000,000 combined single limits, and an excess liability policy with a minimum limit of \$3,000,000. The Auditor's general liability and excess liability policies must be properly endorsed by a separate insurance company issued endorsement to list the Town as an additional insured. The endorsements must be issued by the same insurance company that provides the Auditor's general liability policy and excess liability policy. A notation listing the Town as an additional insured on the certificate of insurance is not sufficient. General liability and excess liability coverage shall be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. Prior to the Auditor commencing work under the Agreement, the Auditor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.
- (2) Workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The insurer shall be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Auditor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance.
- (3) Employer's liability insurance with a limit of at least (a) \$100,000 for bodily injury per accident, (b) \$100,000 for bodily injury by disease per employee, and (c) a policy limit of \$500,000 for bodily injury by disease. Prior to the Auditor commencing work under the Agreement, the Auditor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.
- (4) Commercial automobile liability insurance policy for vehicles that are owned, scheduled,

non-owned, or hired by the Auditor with a combined single limit of not less than \$1,000,000 per occurrence. The coverage must be symbol "1" liability coverage. The insurer must be licensed to conduct business in the Commonwealth of Virginia and must have an A. M. Best rating of A- or better. Prior to the Auditor commencing work under the Agreement, the Auditor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.

- B. INSURANCE COVERAGES REQUIRED BY THIS AGREEMENT SHALL BE IN FORCE THROUGHOUT THE AGREEMENT TERM AND THE TERM OF ANY RENEWALS THEREOF. SHOULD THE AUDITOR FAIL TO PROVIDE ACCEPTABLE EVIDENCE OF INSURANCE COVERAGES REQUIRED UNDER THIS AGREEMENT WITHIN FIVE (5) DAYS OF THE TOWN'S WRITTEN REQUEST, THE TOWN SHALL HAVE THE ABSOLUTE RIGHT TO IMMEDIATELY TERMINATE THE AGREEMENT WITHOUT ANY FURTHER OBLIGATION TO THE AUDITOR, AND THE AUDITOR SHALL BE LIABLE TO THE TOWN FOR THE ENTIRE ADDITIONAL COST OF PROCURING THE UNCOMPLETED PORTION OF THE AGREEMENT AT THE TIME OF TERMINATION.**
- C. The Auditor shall require the same insurance coverage from its sub consultants as the Town requires of the Auditor under this Agreement. Compliance by the Auditor and any of its sub consultants with the insurance requirements under this Agreement shall not relieve the Auditor or any sub consultants from their liabilities and obligations under this Agreement.
- D. Nothing contained herein shall be construed to create a contractual relationship between the Town and any sub consultant of the Auditor. The Auditor shall be fully responsible to the Town for the acts and omissions of the Auditor's employees, the Auditor's sub consultants, and the employees of any sub consultant.
- E. In the event the Auditor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Office of the Town Manager, or his designee, may be considered if proposed by Auditor at the time of proposal submission.
- F. Prior to commencing work under this Agreement or any renewal thereof, the Auditor shall provide the Town an original, signed Certificate of Insurance evidencing the insurance coverage and other insurance requirements of this Agreement, and shall have it filed with the Office of the Town Manager, or his designee.
- G. For each sub consultant, the Auditor shall provide the Town an original, signed Certificate of Insurance evidencing the insurance coverages and other insurance requirements of this Agreement, and shall have it filed with the Office of the Town Manager, or his designee, before the sub consultant commences work.
- H. If an "ACORD" Insurance Certificate form is used by the Auditor's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

10. Audit.

The Auditor shall retain all books, records, and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Town, whichever is sooner. The Town, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

11. Indemnification and Hold Harmless.

The Auditor shall, for itself, its agents, servants, employees, and sub consultants, perform all work under or associated with this Agreement in accordance with any and all applicable professional standards and in accordance with sound financial accounting and auditing practices and principles. As to all matters of professional responsibility, the Auditor shall indemnify and hold harmless the Town and its agents, volunteers, servants, employees, and officials from and against any and all liability, losses, reasonable attorneys' fees, litigation expenses, and other expenses suffered by the Town and any indemnified party or entity as the result of any claim to the extent it is found to have been caused by the negligent acts, errors, or omissions of the Auditor, or those for whom Auditor is legally liable.

If the Auditor contracts with any sub consultants for the work under this Agreement, the Auditor shall enter into an Agreement with each such sub consultant that indemnifies, defends, and holds harmless the Town and its agents, volunteers, servants, employees, and officials from and against any and all liability, losses, reasonable attorneys' fees, litigation expenses, and other expenses suffered by the Town and any indemnified party or entity as the result of any claim to the extent it is found to have been caused by the negligent acts, errors, or omissions of the sub consultant, or those for whom the sub consultant is legally liable.

The attorney(s) selected to defend the Town shall be subject to approval by the Town. The Auditor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Auditor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Town as herein provided.

12. Employment Discrimination Prohibited (Code of Virginia, Section 2.2-4311)

- A. The Auditor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to normal operations of the Auditor. The Auditor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause.
- B. All solicitations or advertisements for employees placed by or on behalf of the Auditor, will state that the Auditor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with a federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.
- D. The Auditor shall include the provisions of the foregoing paragraphs A, B and C in every contract between the Auditor and a sub consultant, and in every purchase order by the Auditor of over \$10,000, so that the provisions will be binding upon each sub consultant and vendor of the Auditor.

13. Drug Free Workplace to be Maintained (Code of Virginia, Section 2.2-4312).

- A. During the performance of this Agreement, the Auditor agrees to (i) provide a drug-free workplace for the Auditor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Auditor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or

advertisements for employees placed by or on behalf of the Auditor that the Auditor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every contract between the Auditor and a sub consultant, and in every purchase order by the Auditor of over \$10,000, so that the provisions will be binding upon each sub consultant and vendor of the Auditor.

- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement, which was awarded to the Auditor in accordance with the Virginia Public Procurement Act. The Auditor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

14. No Discrimination against Faith-Based Organizations.

The Auditor agrees to not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2-4343.1.

15. The Auditor Does Not and Shall Not Knowingly Employ an Unauthorized Alien.

During the term of this Agreement and any renewals thereof, the Auditor agrees that it does not and shall not knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.

16. Auditor Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth.

- A. Pursuant to Section 2.2-4311.2 of the Code of Virginia, the Auditor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity.
- B. The Auditor shall not allow its existence, its certificate of authority, or its registration to transact business in the Commonwealth to lapse, be revoked, or be cancelled at any time during the term of this Agreement or any renewals thereof.
- C. The Town may terminate this Agreement with the Auditor if the Auditor fails to remain in compliance with the provisions of Section Sixteen of this Agreement, or Section 2.2-4311.2 of the Code of Virginia.

17. Notice Address.

All notices provided under this Agreement shall be sent to the following persons at their respective physical or electronic address. All notices sent to a physical address shall be sent by certified mail, return receipt requested.

1. For TOWN: 101 Chalmers Court, Site A, Berryville, VA 22611
2. For AUDITOR:

Each party may amend the contact person and address by providing prior written notice to the other party.

18. Termination by Town without Cause.

The Town may terminate this Agreement for any reason by providing notice to the Auditor no fewer than ten days in advance of the termination date and by paying any and all sums already earned by the Auditor under this Agreement, including reasonable documented expenses incurred in reliance upon this Agreement.

19. Integration Clause.

This Agreement shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto related to the subject of this Agreement.

BERRYVILLE TOWN COUNCIL COMMUNITY DEVELOPMENT COMMITTEE
Berryville-Clarke County Government Center
MINUTES
November 16, 2020

A meeting of the Berryville Town Council Community Development Committee was held on Monday, November 16, 2020 at 1:00 p.m. in the Berryville-Clarke County Government Center, located at 101 Chalmers Court in Berryville, Virginia.

Attendance:

Member of the committee present: Diane Harrison

Member of the committee auditing via telephone: Chair Kara Rodriguez

Staff participating: Keith Dalton, Town Manager; Christy Dunkle, Community Development Director; Paul Culp, Town Clerk

Other Town Council member present: Mayor Jay Arnold

Introductory Remarks

Mr. Dalton explained that a quorum of a public body must be present in one location to permit a member or members to participate remotely. Because only Mrs. Harrison was in attendance at the Government Center, a quorum was not present. He noted that Mrs. Rodriguez was on the phone to discuss matters but that no actions could be taken by the committee as assembled.

Ms. Rodriguez explained that she could not be present because of a possible exposure to COVID-19.

Discussion

The committee and staff agreed to defer a discussion of blight abatement until the next meeting, and briefly discussed supplies associated with the Town's branding and marketing efforts, and whether the Town might be able to assist with financial support for local promotional matters including banners, flowers, tours, and art festivals.

Adjournment

The discussion concluded at 1:09 p.m.

BERRYVILLE TOWN COUNCIL STREETS AND UTILITIES COMMITTEE
Berryville-Clarke County Government Center
MINUTES
November 16, 2020

A meeting of the Berryville Town Council Streets and Utilities Committee was held on Monday, November 16 at 2:00 p.m. in the Berryville-Clarke County Government Center located at 101 Chalmers Court in Berryville, Virginia.

Member of the committee present: Diane Harrison, Chair

Member of the committee auditing via telephone: Kara Rodriguez

Staff present: Kelth Dalton, Town Manager; Paul Culp, Town Clerk; Christy Dunkle, Community Development Director

Also present: Ron Mislowsky, office director for Pennoni Associates

Introductory Remarks

Mr. Dalton explained that a quorum of a public body must be present in one location to permit a member or members to participate remotely. Because only Ms. Harrison was in attendance at the Government Center, a quorum was not present. He noted that Ms. Rodriguez was on the phone to discuss matters but that no actions could be taken by the committee as assembled.

Ms. Rodriguez explained that she could not be present because of a possible exposure to COVID-19.

Discussion

The committee, staff, and Mr. Mislowsky discussed preliminary engineering reports for stormwater management, including specific areas where work might be performed and how and when to set priorities.

The committee and staff discussed whether the Town could address problems caused by dangerous trees on private property.

The committee and staff discussed whether improved lighting at the Main and First Street railway crossing would be desirable and feasible.

Adjournment

The discussion concluded at 3:25 p.m.

BERRYVILLE TOWN COUNCIL BUDGET AND FINANCE COMMITTEE
Berryville-Clarke County Government Center
MINUTES
November 17, 2020

A meeting of the Berryville Town Council Budget and Finance Committee was held on Tuesday, November 17, 2020 at 9:00 a.m. in the Berryville-Clarke County Government Center located at 101 Chalmers Court in Berryville, Virginia.

Attendance: Members of the Committee present: Recorder Erecka Gibson, Chair; Donna McDonald

Staff present: Keith Dalton, Town Manager; Greg Jacobs, Treasurer/Assistant Town Manager; Paul Culp, Town Clerk

Press present: none

1. Call to Order

Recorder Gibson called the meeting to order at 9:04 a.m.

2. Approval of Agenda

Ms. McDonald moved to approve the agenda. The motion passed by consensus.

3. Unfinished Business

Reserves

Mr. Jacobs directed the committee's attention to the document on fund reserve specifics in the agenda packet and explained his and Mr. Dalton's preference for grouping different types of expenses rather than using line-items.

Recorder Gibson said provision should be made for indicating one-time expenses versus ongoing ones. Mr. Dalton concurred and said that an indication of specific possible projects would be desirable.

There was a discussion of categories to use in preparing the final schedule for capital improvements projects, and of the format of the monthly reports to be submitted to the Town Council. The committee and staff agreed on including a record of which projects were paid from a specific fund.

There was a discussion of self-encumbered reserves. Ms. McDonald asked whether reserves from the water and sewer fund were ever applied elsewhere, and Mr. Dalton said no, that these are enterprise funds.

There was a discussion of the contingency fund and of the Town's policy of saving money in anticipation of eventual need. Mr. Dalton said this had been helpful and that he would like to make sure the Council, staff, and public all understand how reserve funds work.

Mr. Dalton said the next step would be a proposed apportionment for presentation to the committee.

Mr. Dalton said he favored the establishment of a reserve fund for maintenance of the Government Center and that he would propose an agreement between Town and County to the effect that each would have such a self-encumbered reserve.

There was a discussion of how to arrange a reserve fund for membrane replacement in the water treatment plant.

Recorder Gibson asked whether particular reserve goals were specific to a particular year. There was a discussion of how to indicate current reserves, annual contribution targets, and actual annual contributions.

Budget Software

Recorder Gibson noted that implementation of the software was behind schedule because of system problems and staffing problems. She asked Mr. Jacobs to prepare for the Council a reasonable plan for proceeding and a time-frame with specific goals, and said that retraining for staff was needed.

Mr. Jacobs concurred and said the timing is right for retraining because the Town has a new finance clerk.

Ms. McDonald and Mr. Jacobs discussed the particulars of training and technical support.

4. New Business

Budget Calendar

There was a discussion of wording and dates on the calendar and of when committee meetings might occur.

5. Other

There was a discussion of when to meet in December to discuss the request for proposal for auditing services, and of the process of interviewing candidates and presenting the committee's findings to the full Council.

The committee agreed to meet on January 26 at 9:00 a.m. to discuss reserves and budget software.

6. Closed Session

There was no closed session.

7. Adjourn

Recorder Gibson invited a motion to adjourn. Ms. McDonald so moved, with the meeting adjourning by consensus at 10:06 a.m.

BERRYVILLE TOWN COUNCIL PUBLIC SAFETY COMMITTEE
Berryville-Clarke County Government Center
MINUTES
November 17, 2020

A meeting of the Berryville Town Council Public Safety Committee was held on Tuesday, November 17, 2020 at 2:00 p.m. in the Berryville-Clarke County Government Center, located at 101 Chalmers Court in Berryville, Virginia.

Attendance:

Members of the Committee: Chair Donna McDonald; Grant Mazzarino

Staff: Keith Dalton, Town Manager; Paul Culp, Town Clerk; Chief Neal White, Berryville Police Department

Media: none

1. Call to Order

Mr. Mazzarino having been detained, Ms. McDonald allowed extra time before calling the meeting to order at 2:04 p.m.

2. Approval of Agenda

Informal discussion began without formal approval of the agenda, a quorum not being present until Mr. Mazzarino arrived at 2:06, with the understanding that the committee could take no official action without a quorum.

Approval of the agenda as amended by a late addition of the refuse update and holiday event update occurred immediately following the refuse update, on a motion by Mr. Mazzarino that was approved by consensus.

3. Unfinished Business

Refuse Update

Mr. Dalton said staff had provided all customers with notices regarding changes in costs and service to take effect with the new year. He said he had ordered decals for containers and that the contract for services had been reviewed by the contractor's legal counsel and was now awaiting review by the Town attorney.

Ms. McDonald asked whether staff had received much feedback from residents regarding the impending changes. He said there had been very little and that he was concerned that residents might not be reading the notices, which he said staff would re-send.

Holiday Event Update

Ms. McDonald said that on Halloween she had observed widespread failure to wear masks as stipulated by pandemic protocols and that this had helped her understand the cancellation of the Christmas parade because of the pandemic.

Referencing the governor's recent executive order amendment mandating tighter restrictions on crowd size after a period of less stringent standards, Ms. McDonald asked whether the customary Christmas tree lighting could occur with a reduced crowd.

Mr. Dalton clarified that no application for a Christmas parade permit had been submitted and that such an event would not have been possible under the governor's standards even before the most recent amendment to the executive order. He said the tree-lighting would have been feasible at that time but that the amendment of November 13 reducing maximum allowable crowd size from 250 to 25 had brought this into question. He said he had contacted the applicant, Berryville Main Street, regarding modification of the approval he had granted, and that BMS appeared to have cancelled the event. He said he could not approve a violation of an executive order.

Mr. Dalton said the Town had not supported or sponsored a Halloween celebration, that residents had done as they saw fit and that the lack of pandemic precautions had underscored the implausibility of a safe Christmas parade. He said enforcement would have been difficult.

Chief White noted that the Health Department is responsible for enforcement in such cases. He said the Town is responsible for issuing a permit and controlling traffic, with the approval carrying a rider regarding compliance with the governor's orders current at the time in question.

Mr. Dalton said the Town must avoid the appearance of abetting defiance and must also try to practice fairness. Mr. Mazzarino concurred regarding the importance of not encouraging violations of executive orders.

Mr. Dalton left the meeting at 2:27.

4. New Business

Police Report

Chief White described the timetable for the department's accreditation process.

Ms. McDonald asked Chief White what particular needs the department has. Chief White said he hoped the Town could budget for an additional officer but that the department is faring well otherwise. He said the department receives many questions about the coronavirus and that it refers these to the Virginia Department of Health hotline.

Ms. McDonald and Chief White discussed speeding and the areas in which this most often occurs.

5. Other

The committee agreed to meet again on January 26 at 2:00 p.m.

6. Closed Session

None.

7. Adjourn

The meeting adjourned at 2:42 p.m. on a motion by Mr. Mazzarino, which passed by consensus.

**Berryville Town Council Item Report Summary
December 8, 2020**

Item Title

New Business - Re-lease of 23 East Main Street

Prepared By

Background/History/General Information

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

1. Re-lease of 23 East Main

Recommendation

Sample Motion

Re-lease of 23 East Main Street

History

After the Town vacated the Town Office located at 23 East Main Street in 2008 and moved to 101 Chalmers Court, Downtown Berryville Inc. leased the building. DBI renovated the first floor of the building and operated a gallery in the space for many years. At present, DBI subleases the first-floor space to a retail business. The second floor of the structure is used as a business incubator space which is also managed by DBI. At present, one space is rented by an accounting firm and DBI occupies the other.

The current lease between the Town (lessor) and DBI (lessee) for 23 East Main Street was finalized on February 15, 2018. The initial lease term of three (3) years will expire on February 14, 2021.

The current monthly rent for the building in question is \$520.20.

The current lease provides a means by which the lease term may be extended for one (1) year if the space is available for rent and the lessee desires an extension, provided that both the lessee and lessor agree to the monthly rent for the new term.

Current activity

DBI provided notice to the Town that it desires to re-lease the building in accordance with the current lease agreement.

Required determination

The Council must determine if 23 East Main Street is available for lease from February 15, 2021 to February 14, 2022. If the space is available for lease, then the Council must determine what rent would be charged in the new term.

The current lease provided for an annual escalation of 2% during the rent term.

An increase of \$9.80 per month (1.88 %) would set the rent for the new term at \$530.00.
An increase of \$10.40 per month (2%) would set the rent for the new term at \$530.60.

Attachments

- Current lease for 23 East Main Street (17 pages)
- Letter from DBI requesting re-lease of 23 East Main Street (1 page)
- Page 6 of 11 of the February 13, 2018 Town Council meeting (1 page)
- Packet from February 13, 2018 Town Council meeting (39 pages)

Sample motion

I move that the Council of the Town of Berryville authorize the Town Manager to finalize re-lease of the property located at 23 East Main Street for a period of one year (from February 15, 2020 to February 14, 2021) and that the monthly rent during the extended term be \$ _____.

I further move that the Town Council liaison to the DBI board of directors and the Town Manager work with DBI to determine whether it wants to negotiate a new lease for the property when the extended term is complete and provide input in this regard to the Town Council no later than October 12, 2021.

THIS LEASE, dated the 15th day of FEBRUARY, 2018,
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:

A. The premises herein leased is a portion of the first and
second floor 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").

B. In addition, the Town Manager, with approval from the
Town Council, may extend written revocable permission to Lessee to use all or
a portion of a building (livery stable) not subject to this Lease for access to the
leased premises and/or for storage use.

2. TERM:

The term of this lease shall be for three (3) years, beginning

on the 1st day of March, 2018, and ending on the 28th day of February, 2021.

3. RENT:

A. As rental for the property, the Lessee shall pay the Lessor the sum of \$500.00 per month for the first year of the lease, with the monthly rent increasing by two percent (2%) on each March 1 during the term of the lease.

B. Rent shall be payable in advance on the first day of each month, beginning March 1, 2018.

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:

Lessor agrees not to require Lessee to pay a security deposit.

5. ASSIGNMENT:

A. The Lessee shall not assign this lease or sublet the leased premises or any part thereof without the written consent of the Lessor.

B. 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 twenty-four (24) 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 be responsible for all utility services to the premises including, but not limited to, electric, phone, cable, and water and sewer. 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.
- (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; provided, however, the cost of necessary repairs paid by Lessee in excess of \$1,000.00 per lease year shall be reimbursed by Lessor if prior written approval for the repairs was given by Lessor; (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 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 BY LESSEE:

A. Lessee, prior to making any improvements or alterations to the premises, shall submit to the Lessor 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 the Lessee, and, if 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 not acceptable to the Lessor or 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 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;

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 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 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 rebuild or repair, 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 Lessee shall receive a prorate refund of prepaid rent, or the obligation to pay rent shall cease, as applicable.

17. INSPECTION AND ACCESS:

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

B. 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. Lessee agrees that such access must occur through leased space and agrees to provide access at any reasonable hour. The Lessee agrees to park only in identified spaces and not to block access to the rear of the building.

18. INSURANCE:

A. Minimum Insurance Coverage Requirements: Lessee shall, at its own expense, keep in full force and effect during the term of this lease, and during the term of any extension of this lease, insurance coverage's in the following amounts:

Commercial General Liability:

\$1,000,000 each occurrence (Bodily Injury and Property Damage)

\$2,000,000 General Aggregate

\$1,000,000 per person or organization (Personal and Advertising Injury)

\$1,000,000 each (CGL/AL/EL) occurrence/\$2,000,000 Annual Policy Aggregate

Workers Compensation as required by Code of Virginia.

B. Lessee shall have the aforesaid insurance coverage apply to Lessee's use of non-leased premises pursuant to paragraph 1.B.

C. The Town shall be named as an additional insured on any policy obtained by Lessee pursuant to this paragraph. Lessee shall annually furnish the Town with a Certificate of Insurance documenting that the aforesaid insurance coverage has been obtained.

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:

If the demised premises is to be available for lease by Lessor at the expiration of the three (3) 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 three (3) 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.

24. NOTICES:

All notices, demands, or other communications that may be necessary or proper hereunder shall be deemed duly given if personally

delivered, sent via certified mail, return receipt requested, or sent overnight courier service, such as Federal Express, UPS, or Airborne, addressed respectively as follows:

If to Lessor:

Town of Berryville, Virginia
ATTN: Town Manager
101 Chalmers Court, Suite A
Berryville, VA 22611

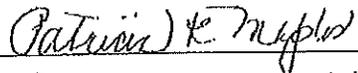
Berryville Main Street
ATTN: Executive Director
23 East Main Street
Berryville, VA 22611

TOWN OF BERRYVILLE, VIRGINIA, Lessor

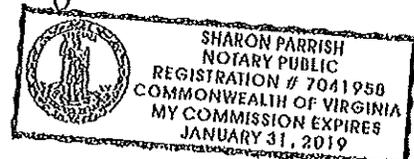
BY:  (SEAL)
Keith R. Dalton, Town Manager

DOWNTOWN BERRYVILLE, INC, Lessee

Virginia
Sharon Parrish
Patricia K. Maples
Feb 18
Sharon Parrish

BY:  (SEAL)
Patricia K. Maples
(Printed Name) (Position)

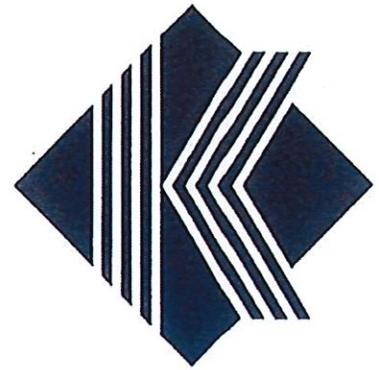
President, Berryville Main Street



4 BARNETT STREET
BERRYVILLE, VIRGINIA 22611
540.277.2100

POST OFFICE BOX 3951
MARTINSVILLE, VIRGINIA 24115
276.632.7039

PLEASE REPLY TO:
POST OFFICE BOX 1176
BERRYVILLE, VIRGINIA 22611



KOONTZ | PC
A PROFESSIONAL LAW CORPORATION

November 12, 2020

BY HAND

Mr. Keith R. Dalton
Town Manager
101 Chalmers Court
Suite A
Berryville, Virginia 22611

Re: Lease Of 23 Main Street

Dear Mr. Dalton:

Please be advised that Downtown Berryville, Inc. wishes to renew its lease on the above-referenced premises, for another three (3) year term. Please contact the undersigned with any questions. Thank you.

Very truly yours,

Glen Franklin Koontz

GFK/eeg

c. Kim Ragland (by electronic transmission)

On motion of Recorder Arnold, the Council of the Town of Berryville, authorizes the Town Manager to sign and submit the application for the Virginia Commission for the Arts Creative Communities Partnership Grant identifying Berryville Main Street as the recipient. Matching grant funds shall be appropriated from the Town's annual contribution to Berryville Main Street. Council member Kitselman seconded the motion which carried as follows:

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold
Nay: None
Abstain: Dickinson

10. Report of Keith Dalton, Town Manager

Mr. Dalton reviewed the terms of the lease for 23 East Main Street identifying possible updates after the public hearing.

On motion of Recorder Arnold, the Council of the Town of Berryville, approved the lease agreement for 23 East Main Street, Berryville, VA 22611 authorizing the Town Manager to finalize details of the lease and further authorizing the Town Manager to execute the lease on behalf of the Town Council based on a three (3) year term and 2% escalation clause. Council member Kitselman seconded the motion which carried as follows:

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold
Nay: None
Abstain: Dickinson

+ + + + + + + + +

Mr. Dalton reviewed the terms of the lease for 36 Smithy Lane identifying possible updates that were discussed during the Public Hearing on the matter.

On motion of Recorder Arnold, the Council of the Town of Berryville, approved the lease agreement for 36 Smithy Lane, Berryville, VA 22611 authorizing the Town Manager to finalize details of the lease and further authorizing the Town Manager to execute the lease on behalf of the Town Council based on a five (5) year term and 2% escalation clause. Council member Kitselman seconded the motion which carried as follows:

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold
Nay: None
Abstain: Dickinson

+ + + + + + + + +

Mr. Dalton reviewed the terms of the agreement between the Town of Berryville and the Clarke County Farmers Market.

On motion of Recorder Arnold, the Council of the Town of Berryville, approve the agreement between the Town of Berryville and the Clarke County Farmers Market authorizing the Town Manager to finalize the details of the agreement and further authorizing the Town Manager to execute the agreement on behalf of the Town Council. Council member McDonald seconded the motion which carried as follows:

13 February 2018

At its 9 January 2018 meeting, the Council agree to hold a public hearing on this matter at its 13 February 2018 meeting. The public hearing was advertised as required and discussions continued with the proposed lessee. The proposed lease, for which the public hearing was advertised, included a clause that would provide for a three percent annual increase in rent over the term of the lease.

Please find attached:

- Public hearing notice
- Proposed lease
- Current lease
- Fair Market Rent report summary

A draft motion is provided under the Town Manager's Report.

Items discussed with the lessee that need to be addressed by the Council (BMS Issues in black and Staff Comments in blue):

- Berryville Main Street has decided that it would like a shorter lease term than what was originally requested. Berryville Main Street would like the term of the lease to be three years instead of the six years originally discussed. They feel that this flexibility will be helpful as the Firehouse Gallery continues to thrive.

A shorter lease term is not problematic. Please note that the current draft lease language allows for a one-year extension beyond the original term.

- Request that the monthly rent remain at \$500 for the entire lease term. Berryville Main Street points out that several Main Street organizations are assisted in this fashion (examples: Farmville, Luray, Front Royal, and Franklin pay no rent while Orange pays \$475 and Wytheville pays \$500)

The escalator was included in the draft to provide the Town Council with the opportunity to discuss the matter, particularly in light of the fact that they would be reviewing a lease with a six-year term. It is important to note that Berryville Main Street is permitted to keep 100% of the rental income generated by the incubator space.

- With regard to permission granted to use space in the livery stable, Berryville Main Street would like at least 30 days' notice if they must end their use of the space.

Once the lease is finalized staff will begin work on this matter. Staff is of the opinion that Berryville Main Street should be given a minimum of a 30 day notice for planned work or activity.

- With regard to when repairs would be made to the building, Berryville Main Street would like to see a provision added that would require repairs to be made within 30 days of the discovery of the deficiency. Further, Main Street would like a clause added that would provide for a lease

credit in the event a building deficiency or repair of said deficiency disrupts business in the demised space.

Staff would like to consult with legal counsel regarding timing of repairs. With regard to inclusion of a disruption of business clause, staff strongly recommends against such a change.

Staff completed an inspection of the property with the Berryville Main Street President and Executive Director. No significant issues were identified.

Staff recommends approval of the lease; provided that the Town Manager is authorized to finalize lease details prior to execution of the document.

9 January 2018

The property at 23 East Main Street was purchased by the Town of Berryville in 1935. A fire station was constructed on the site in 1936 and it was the home of John H. Enders Volunteer Fire Company from that time until it moved to its current location in 1958. Various town functions were housed on the site including the town office, police department, and public works department. The town's public works department moved from the site in 1988 and the town office and police department moved out of the space in 2008. The first floor space was renovated in 2009 and has been the home of Berryville Main Street and the Fire House Gallery since that time. In 2011, the lease between the town and Berryville Main Street was amended to include the second floor. In that agreement the town agreed to allow Berryville Main Street to lease the second floor with the express purpose of them subleasing the space as a business incubator.

The lease between the town and Berryville Main Street for rental of 23 East Main Street has expired.

Berryville Main Street has been very pleased with the space and wants to continue leasing 23 East Main Street. The town has found Berryville Main Street to be an excellent tenant.

Berryville Main Street asks that the town consider reducing its responsibility for repair costs. The current lease requires the tenant to be responsible for the first \$500 in repairs. Berryville Main Street requests that the council consider eliminating the requirement in question or that an annual cap be established in the new lease.

At present the Berryville Main Street is paying \$500 per month and is responsible for payment of all utility bills.

A copy of the draft lease is attached.

Issues to be discussed in order to complete the draft lease (to the fullest extent possible) and move to the required public hearing are:

- Rent amount
- Term of lease and renewal
- Repairs by lessee and operation/repair/maintenance by lessee - responsibility limits

With regard to rent amount, it is important to note that efforts are underway to determine the fair market rent for the property. It is expected that this evaluation will be available at the meeting.

With regard to legal review of the lease agreement, staff will submit the draft to legal counsel after the Town Council has provided its input on the draft.

Staff requests that the Town Council provide guidance as to how it wants to proceed on items enumerated above so that a draft lease can be completed (to the fullest extent possible) and a public hearing on the lease scheduled. Staff requests that the public hearing be scheduled for 13 February 2018.

**TOWN OF BERRYVILLE
TOWN COUNCIL
PUBLIC HEARING NOTICE**

The Berryville Town Council will hold the following public hearings at 7:30 p.m., or as soon after as these matters may be heard, on Tuesday, February 13, 2018, in the Main Meeting Room, Second Floor, of the Berryville/Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the following:

LEASE OF PUBLIC PROPERTY TO DOWNTOWN BERRYVILLE, INC., dba BERRYVILLE MAIN STREET. The Town of Berryville proposes to lease to Downtown Berryville, Inc. for a term of 6 years, a portion of the first and second floor together with a 70' by 25.33' parking area, a property owned by the Town and addressed as 23 East Main Street, Berryville, Virginia.

LEASE OF PUBLIC PROPERTY TO THE BARNES OF ROSE HILL, INC. The Town of Berryville proposes to lease to The Barnes of Rose Hill, Inc. for a term of 6 years, a property owned by the Town and addressed as 36 Smithy Lane, Berryville, Virginia, together with an area surrounding the building and also together with non-exclusive access from Smithy Lane.

AGREEMENT TO USE PUBLIC PROPERTY - CLARKE COUNTY FARMERS MARKET ASSOCIATION, a non-profit 501-(c)-6 organization. The Town of Berryville proposes to allow the Clarke County Farmers Market Association to utilize a property addressed as 100 South Church Street, owned by the Town, and also identified as Clarke County Tax Map Parcel 14A5-((A))-73.

PUBLIC INPUT SESSION ON PROPOSAL OF BATTLETOWN HOMEOWNERS ASSOCIATION, requesting approval to construct six (6) refuse and recycling collection sites within the development and eliminate curbside collection.

Copies of materials pertinent to these items may be examined at the Town of Berryville Business Office, Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia, during regular business hours, holidays excepted. Additional information may be obtained by calling the Town Business Office at (540) 955-1099.

Any person desiring to be heard regarding the above matters should appear at the appointed time and place. Written copies of statements at public hearings are requested but not required.

The Town of Berryville does not discriminate against disabled persons in admission or access to its programs and activities. Accommodations will be made for disabled persons upon prior request.

By Order of the Berryville Town Council,
Keith R. Dalton, Town Manager

THIS LEASE, dated the _____ day of _____, 2018,
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:

A. The premises herein leased is a portion of the first and
second floor 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").

B. In addition, the Town Manager, with approval from the
Town Council, may extend written revocable permission to Lessee to use all or
a portion of a building (livery stable) not subject to this Lease for access to the
leased premises and/or for storage use.

2. TERM:

The term of this lease shall be for six (6) years, beginning

on the 1st day of March, 2018, and ending on the 29th day of February, 2024.

3. RENT:

A. As rental for the property, the Lessee shall pay the Lessor the sum of \$500.00 per month for the first year of the lease, with the monthly rent increasing by three percent (3%) on each February 1 during the term of the lease.

B. Rent shall be payable in advance on the first day of each month, beginning February 1, 2018.

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:

Lessor agrees not to require Lessee to pay a security deposit.

5. ASSIGNMENT:

A. The Lessee shall not assign this lease or sublet the leased premises or any part thereof without the written consent of the Lessor.

B. 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 twenty-four (24) 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 be responsible for all utility services to the premises including, but not limited to, electric, phone, cable, and water and sewer. 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.

(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; provided, however, the cost of necessary repairs paid by Lessee in excess of \$1,000.00 per lease year shall be reimbursed by Lessor if prior written approval for the repairs was given by Lessor; (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 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 BY LESSEE:

A. Lessee, prior to making any improvements or alterations to the premises, shall submit to the Lessor 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 the Lessee, and, if 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 not acceptable to the Lessor or 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 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;

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 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 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, 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 Lessee shall receive a prorate refund of prepaid rent, or the obligation to pay rent shall cease, as applicable.

17. INSPECTION AND ACCESS:

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

B. 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. Lessee agrees that such access must occur through leased space and agrees to provide access at any reasonable hour. The Lessee agrees to park only in identified spaces and not to block access to the rear of the building.

18. INSURANCE:

A. Minimum Insurance Coverage Requirements: Lessee shall, at its own expense, keep in full force and effect during the term of this lease, and during the term of any extension of this lease, insurance coverage's in the following amounts:

Commercial General Liability:

\$1,000,000 each occurrence (Bodily Injury and Property Damage)
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 per person or organization (Personal and Advertising Injury)
\$1,000,000 each (CGL/AL/EL) occurrence/\$2,000,000 Annual Policy
Aggregate

Workers Compensation as required by Code of Virginia.

B. Lessee shall have the aforesaid insurance coverage

apply to Lessee's use of non-leased premises pursuant to paragraph 1.B.

C. The Town shall be named as an additional insured on any policy obtained by Lessee pursuant to this paragraph. Lessee shall annually furnish the Town with a Certificate of Insurance documenting that the aforesaid insurance coverage has been obtained.

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:

If the demised premises is to be available for lease by Lessor at the expiration of the six (6) 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 six (6) 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.

24. NOTICES:

All notices, demands, or other communications that may be necessary or proper hereunder shall be deemed duly given if personally

delivered, sent via certified mail, return receipt requested, or sent overnight courier service, such as Federal Express, UPS, or Airborne, addressed respectively as follows:

If to Lessor:

Town of Berryville, Virginia
ATTN: Town Manager
101 Chalmers Court, Suite A
Berryville, VA 22611 If to Lessee:

The Barns of Rose Hill, Inc.
ATTN: _____
95 Chalmers Court
Berryville, VA 22611

TOWN OF BERRYVILLE, VIRGINIA, Lessor

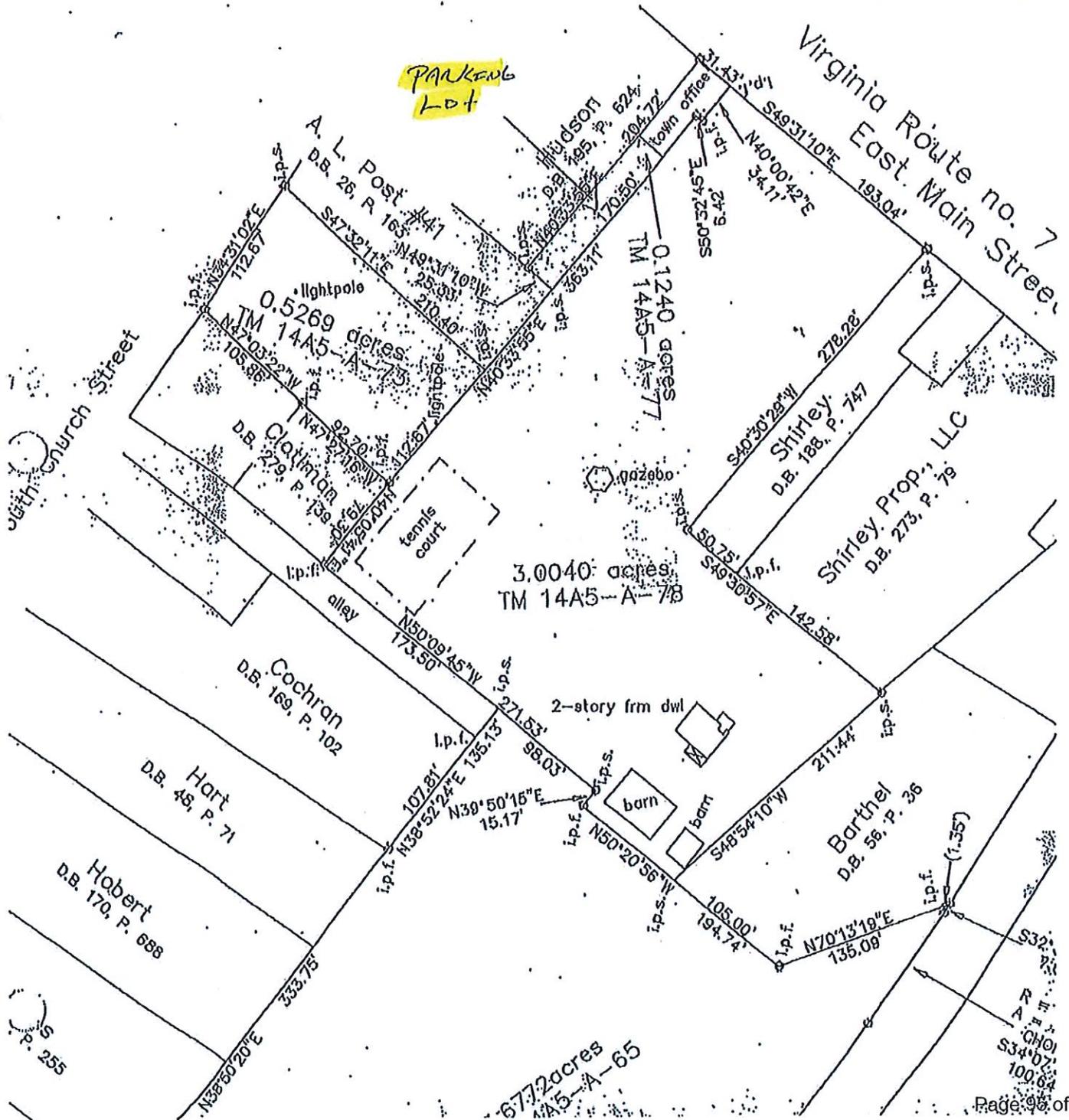
BY: _____(SEAL)
Keith R. Dalton, Town Manager

DOWNTOWN BERRYVILLE, INC, Lessee

BY: _____(SEAL)

(Printed Name) (Position)

EXHIBIT B



THIS LEASE, dated the 9th day of March,
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 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.
- (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 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 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.

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 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 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 rebuild or repair, 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 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.

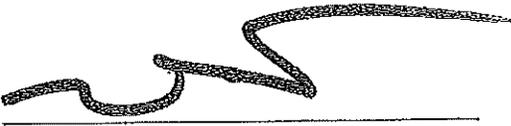
23. RIGHT TO RE-LEASE:

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.

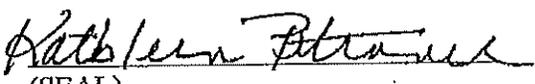
TOWN OF BERRYVILLE, VIRGINIA,

Lessor

BY: 

(SEAL)

DOWNTOWN BERRYVILLE, INC, Lessee

BY: 

(SEAL)

EXHIBIT A
(PAGE 1 of 2)

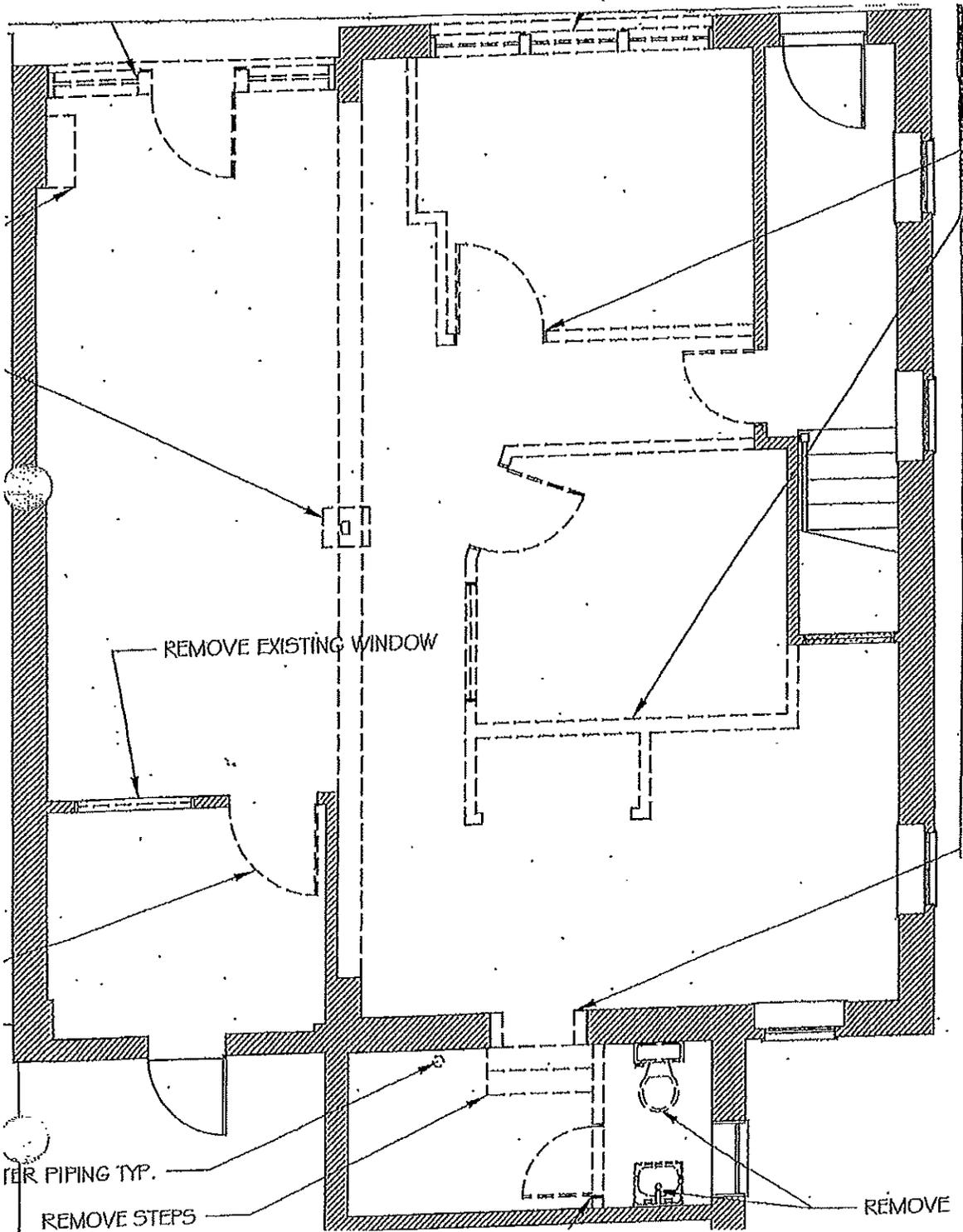
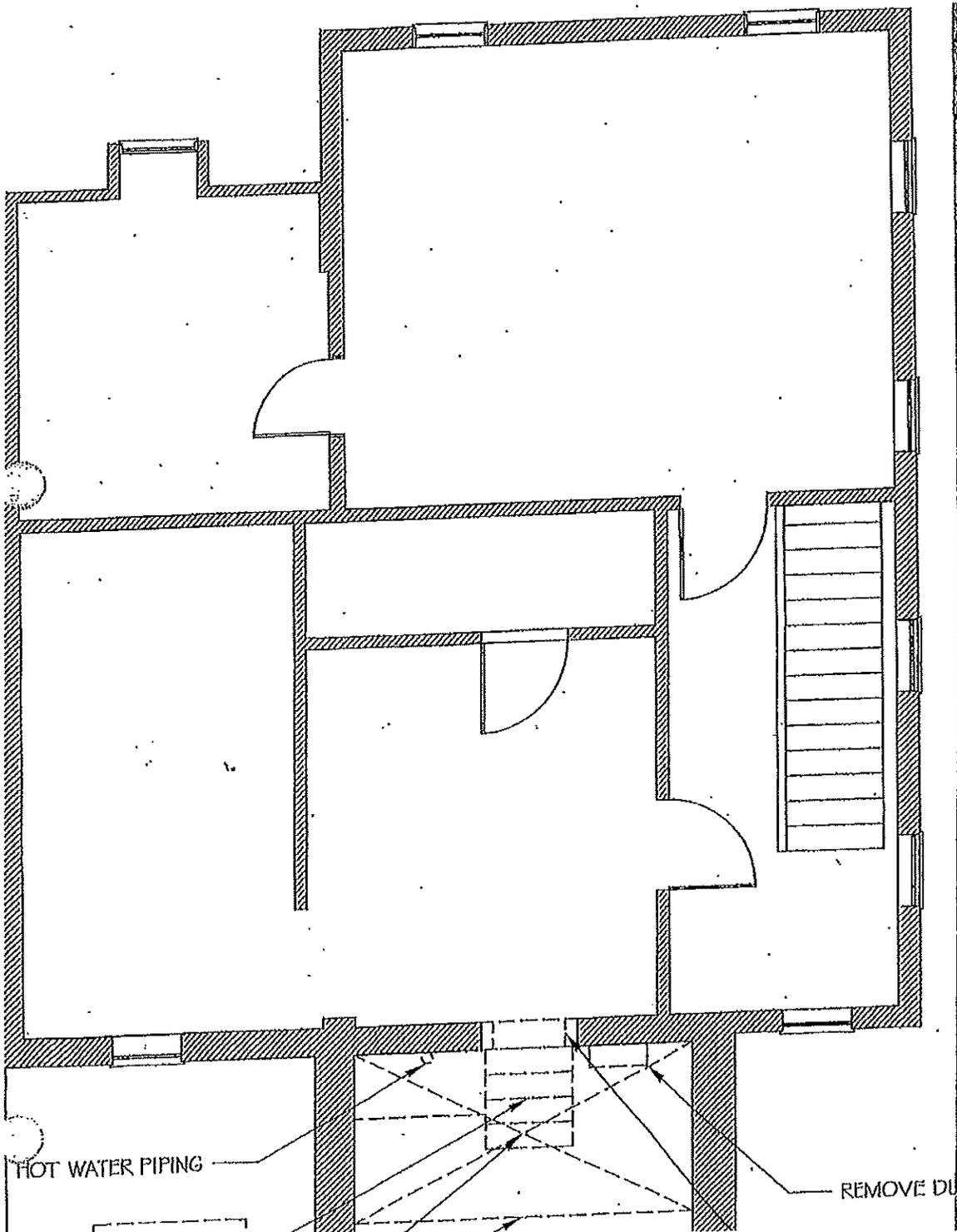


EXHIBIT A
(PAGE 2 of 2)





Jim Barb Realty, Inc.
We Trade Houses™

January 8, 2018

Town of Berryville
101 Chalmers Court
Suite A
Berryville, VA 22611
Attn.: Keith Dalton, Town Manager

Dear Keith,

I enjoyed meeting with you on Thursday, January 4th to look at the properties at 36 Smithy Lane and 23 E. Main Street in Berryville. Following is my professional opinion of the fair market value for each property. I have also included comparable information for each property showing the current market value in the area for rentals.

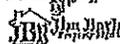
Please do not hesitate to contact me directly should you have questions or require further information.

Sincerely,

Barbara Gaul
Property Manager

1146 Millwood Elke
Winchester, VA 22602
tel: 540/722-0427
fax: 540/722-0572

www.JimBarb.com
A Jim Barb Company
JB Commercial Realty



Powered by

MPS Office

23 W. Main Street
Berryville, VA 22611
tel: 540/958-4600
fax: 540/958-4680



Jim Barb Realty, Inc.

We Trade Houses™

Property Address: 23 E. Main Street
Berryville, VA 22611

Current Use: Rented to Main Street Berryville
Commercial space on first floor -- Fire House Gallery
Commercial space on second floor -- 2 incubator spaces

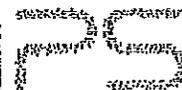
Property Description: Old Main Street Town Offices -- Built 1934
6 dedicated parking spaces in rear of building
Main level: 1 large commercial space w/stained concrete floor, industrial look & feel; small office and handicap accessible 1/2 bathroom. Possible rear exterior access but currently not available.
Upper level: 2 spaces -- both of similar size.
A. large room w/partial height wall for semi-privacy and 1/2 bath
B. 2 work spaces -- no bath
Some thought has been given to creating a common bathroom accessible from the shared stair/reception area thus creating two secure spaces.
Oil forced air heat
Electric central air -- window unit in stair well/reception area
Public water and sewer -- Tenant(s) responsible for all utilities

Fair Market Value Estimate:

Commercial Use:	\$1800-2200/month -- total
	\$1000-1200/month -- 1 st floor
	\$ 400-600/month (X2) - 2 nd floor/each unit

1148 Millwood Place
Winchester, VA 22602
tel 540/722-0277
fax 540/722-0372

www.JimBarb.com
A Jim Barb Company
JB Realty



Powered by
Office

23 W. Main Street
Berryville, VA 22611
tel 540/955-4000
fax 540/955-4080

**Berryville Town Council Item Report Summary
December 8, 2020**

Item Title

Staff Reports - Public Works

Prepared By

Background/History/General Information

Report of the Department of Public Works
11/30/20

During the past month we experienced two sewer related pump station problems. The first issue was at the Josephine Street East pump station. During our daily maintenance check we discovered a pump had failed and the stations wet well was nearly full. With the assistance of a contractor the pump was pulled from the wet well. The contractor was able to clear the blockage from the pump and return it to the station and put station back into operation.

Our second pump station issue was at South Buckmarsh Street Station. We received a high level alarm and found that a pin in a check valve had broken. We removed the check valve and replaced the pin and was able to return the pump to normal operation.

Construction of Fellowship Square and Shenandoah Crossing has been moving along at a good rate. If the weather cooperates the contractor plans on having the asphalt applied on Harper and some of Wilson by the end of the year.

We had no water breaks during the past month.

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

Recommendation

Sample Motion

Berryville Town Council Item Report Summary
December 8, 2020

Item Title

Staff Reports - Public Utilities

Prepared By

Background/History/General Information

Both utility plants continue to produce a quality product. We have delivered 8.356 MG of water to the distribution system in November with a daily max production of 0.499 MG and a daily average of 0.356 MG. The wastewater facility has treated a total of 0.823 MG with daily max of 0.51 MG and monthly average of 0.27 MG.

Rains have helped to improve river conditions. Water levels in the river have returned to a little over historical averages for the month of November. There is no concern for drought at this time.

Findings/Current Activity

Operations at both facilities have been fairly basic for most of the month as staff has been taking advantage of a lull in service demands to take vacations.

We have learned that the river pump which was pulled and returned to the factory for possible repair must be replaced because of a broken shaft. It is believed that a disruption and return of the power supply may have torqued the unit causing the break. The replacement pump has arrived and arrangements being made for its installation. A scheduled cleaning of the river vault had to be postponed due to heavy rains that made conditions around the vault slippery. This will be rescheduled.

At the waste water plant we have been busy catching up on solids production and a cleaning of solids holding tank#2. We are still behind in solids processing after the months of issues with the presses but we are making good headway. We did need to stop production for a few days to complete a tear down and cleaning of the solids conveyance system after a polymer injection failure caused issues with the dewatering process. We also rebuilt a cooling fan on permeate pump #4. 243,070 gallons of biosolids were dewatered and 166 maintenance work orders were completed in November.

Attached to this report is the data sheets for page 1 of the MOR for the water plant and the DMR data sheet for the wastewater plant. The data has not been reviewed for state submittal and is incomplete awaiting results from our contract lab.

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

1. November 2020 Council Ops Report Attachments

Recommendation

Sample Motion

N/C 2020

Flows and Chemical Dosages

No. Connections Served: 1738
Population Served: 4185

DATE	Raw Water Treated MGD	Finished Water Produced MGD	Finished Water Delivered MGD	Hours in Service	Raw Water Chemicals										Finished Water Chemicals							
					Alum	Carbon	Chlorine	Fluoride	Polymer	KMNO4	Soda Ash	Chlorine	Corr Inhibitor									
					Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L		
1	0.181		0.150	5.0	15	10.1	2	1.1			1.8	1.17	0.022	0.015	1	0.9			5.4	3.5		
2	0.486		0.414	14.5	46	11.3	3	0.8			4.9	1.22	0.044	0.011	3.9	1.0			18.3	4.5		
3																						
4	0.535		0.427	12.5	86	14.8	5	1.1			5.3	1.19	0.071	0.016	3.3	0.7			19.4	4.3		
5	0.547		0.483	0.2	86	14.5	4	0.9			5.3	1.22	0.086	0.019	4.0	0.9			23.7	5.2		
6	0.552		0.499	15.5	86	14.3	4	0.9			5.3	1.16	0.079	0.017	4.1	0.9			17.2	3.7		
7	0.197		0.171	6.0	20	12.3	2	1.0			5.3	3.21	0.028	0.017	1.6	1.0			1.1	0.7		
8																						
9	0.510		0.467	15.5	61	14.3	5	1.1			0.3	0.07	0.074	0.017	4.1	1.0			15.1	3.5		
10	0.530		0.466	14.8	61	13.8	4	0.9			0.00	0.077	0.017	3.9	0.9			15.1	3.4			
11																						
12	0.482		0.436	13.5	51	12.6	3	0.6			5.4	1.35	0.074	0.018	3.6	0.9			14.0	3.5		
13	0.500		0.441	14.0	58	13.4	3	0.8			5.1	1.22	0.088	0.021	3.7	0.9			15.1	3.5		
14																						
15	0.169		0.158	5.0	15	10.8	2	1.1			2.3	1.61	0.026	0.018	1.3	0.9			4.3	3.1		
16	0.470		0.412	14.0	71	18.1	4	1.0			4.9	1.25	0.070	0.018	3.7	1.0			15.1	3.8		
17	0.508		0.465	14.8	66	15.6	4	0.8			8.8	2.07	0.072	0.017	3.7	0.9			15.1	3.6		
18	0.498		0.435	13.5	61	14.6	4	1.0			1.8	0.42	0.070	0.017	3.5	0.8			17.2	4.1		
19	0.392		0.348	11.5	46	14.0	3	1.0			4.2	1.27	0.064	0.020	3.1	0.9			10.8	3.3		
20	0.388		0.344	11.0	34	10.7	3	1.0			7.4	2.29	0.053	0.016	2.9	0.9			12.9	4.0		
21																						
22	0.176		0.164	5.5	15	10.4	1	0.8			1.9	1.29	0.030	0.020	1.5	1.0			4.3	2.9		
23	0.487		0.420	15.0	46	11.2	4	1.0			8.4	2.07	0.070	0.017	4.0	1.0			17.2	4.2		
24	0.490		0.443	15.5	51	12.4	4	1.1			1.6	0.40	0.066	0.016	4.0	1.0			14.0	3.4		
25	0.502		0.450	15.0	20	4.8	4	1.1			8.6	2.05	0.070	0.017	3.8	0.9			11.8	2.8		
26																						
27	0.129		0.105	4.5	20	18.9	1	1.1			2.1	1.95	0.017	0.016	1.1	1.1			3.2	3.0		
28	0.128		0.112	5.0	20	19.0	2	1.5			1.4	1.30	0.026	0.024	1.3	1.2			6.5	6.0		
29	0.168		0.143	4.5	35	25.4	1	0.6			1.7	1.19	0.040	0.028	1.1	0.8			5.4	3.8		
30	0.443		0.403	13.0	35	9.6	4	1.0			45.9	12.43	0.061	0.017	3.3	0.9			12.9	3.5		
31																						
Total	3.468	0.000	8.356	259.2	1044	326.7	74	23.1	0.0	0.09	139.8	43.4	1.38	0.430	72	22.2	0.0	0.00	294.8	87.70	0.0	0.00
Maximum	0.552	0.000	0.499	15.5	71	25.4	5	1.5	0.0	0.00	45.9	12.4	0.09	0.028	4	1.2	0.0	0.00	23.7	6.04	0.0	0.00
Minimum	0.128	0.000	0.105	0.2	15	4.8	1	0.6	0.0	0.00	0.3	0.0	0.02	0.011	1	0.7	0.0	0.00	1.1	0.65	0.0	0.00
Average	0.394	0.000	0.348	10.8	43	13.6	3	1.0			6.1	1.8	0.06	0.018	3	0.9			12.3	3.65		

SIGNED: (OPERATOR IN RESPONSIBLE CHARGE)

RAW WATER SOURCE(S) USED DURING MONTH: (SOURCE/DATES)

PRINTED NAME

David A Tyrrell

Shenandoah River - Entire Month

TITLE OPERATOR CLASSIFICATION
DPOR CERTIFICATION NO.

Class 1
1955002813

Berryville STP Monthly DMR Data

November 2020

Date	Effluent Flow MGD	Eff pH SU	Eff Temp Deg C	Eff CBOD mg/l	Eff CBOD KG/D	Eff TSS mg/l	Eff TSS KG/D	Effluent DO River mg/l	Effluent DO WWTP mg/l	Effluent NO3 mg/l	Eff TKN mg/l	Eff TKN KG/D	Eff Total N mg/l
11/1/2020	0.28	7.1	17.6	1.00	0.98			8.8	8.9	3.24	0.80	0.79	4.04
11/2/2020	0.26	7.0	17.6	1.00	0.91			9.2	9.2				
11/3/2020	0.24	6.9	17.3	1.00	0.91			9.0	9.0				
11/4/2020	0.24	6.9	17.0					9.6	9.3	3.69	0.81	0.71	4.50
11/5/2020	0.23	7.0	17.2	0.00	0.00			9.9	9.3				
11/6/2020	0.23	7.5	19.8					9.2	9.2				
11/7/2020	0.24	7.2	17.4					9.1	9.4	1.10	0.92	0.87	2.02
11/8/2020	0.25	8.0	18.0					9.5	9.5				
11/9/2020	0.25	7.1	18.4	1.00	0.95			9.1	9.1	2.30	0.81	0.98	3.11
11/10/2020	0.18	7.2	18.5	0.00	0.00	0.00	0.00	9.1	9.1				
11/11/2020	0.51	7.3	19.3					8.6	8.6				
11/12/2020	0.32	7.3	19.9	0.00	0.00			8.9	8.9				
11/13/2020	0.32	7.2	19.2					8.8	8.5	2.11	0.75	0.74	2.86
11/14/2020	0.30	7.3	17.3					9.7	9.7				
11/15/2020	0.26	7.4	19.1					9.5	9.5	3.34	0.71	0.64	4.05
11/16/2020	0.26	7.2	18.6	0.00	0.00			9.4	9.4				
11/17/2020	0.25	7.3	17.8	0.00	0.00			9.8	9.5				
11/18/2020	0.24	7.2	17.0					9.8	9.5				
11/19/2020	0.24	7.1	16.4	0.00	0.00			10.2	10.2				
11/20/2020	0.24	7.1	16.1					9.8	9.8				
11/21/2020	0.26	7.1	16.5					9.4	9.4				
11/22/2020	0.25	7.1	16.5					9.5	9.5				
11/23/2020	0.25	7.2	16.4					9.5	9.5				
11/24/2020	0.25	7.2	15.9	0.00	0.00			9.5	9.5				
11/25/2020	0.26	7.1	16.3					9.3	9.3				
11/26/2020	0.26	7.2	16.6					8.5	8.5				
11/27/2020	0.26	7.1	16.8					9.5	9.5				
11/28/2020	0.27	7.2	16.2					9.6	9.6				
11/29/2020	0.43	7.2	16.5					9.7	9.7				
11/30/2020	0.40	7.1	16.2					9.8	9.8				
								9.5	9.5				
Minimum	0.18	6.9	15.9	0.00	0.00	0.00	0.00	9.1	8.4	1.10	0.71	0.64	2.02
Maximum	0.51	8.0	19.9	1.00	0.98	0.00	0.00	9.9	10.2	3.69	0.92	0.98	4.50
Total	8.23	215.8	523.4	3.00	2.84	0.00	0.00	38.4	278.2	15.78	4.80	4.73	20.58
Average	0.27	7.2	17.4	0.30	0.28	0.00	0.00	9.6	9.3	2.63	0.80	0.79	3.43
Geo Mean	0.27	7.2	17.4	1.00	0.98	1.00	1.00	9.6	9.3	2.44	0.8	0.78	3.31

Berryville STP Monthly DMR Data
November 2020

Date	Effluent KGD	Effluent mg/l	Effluent KGD	Effluent KGD	Effluent No/(100ml)
11/1/2020					
11/2/2020	3.98	0.01		0.01	1
11/3/2020					1
11/4/2020					
11/5/2020	3.92	0.01		0.01	1
11/6/2020					
11/7/2020					
11/8/2020					
11/9/2020	1.91	0.02		0.02	1
11/10/2020					1
11/11/2020					
11/12/2020	3.77	0.01		0.01	1
11/13/2020					
11/14/2020					
11/15/2020					
11/16/2020	2.82	0.01		0.01	1
11/17/2020					1
11/18/2020					
11/19/2020	3.68	0.04		0.04	1
11/20/2020					
11/21/2020					
11/22/2020					
11/23/2020					
11/24/2020					1
11/25/2020					
11/26/2020					
11/27/2020					
11/28/2020					
11/29/2020					
11/30/2020					
Minimum	1.91	0.01		0.01	1
Maximum	3.98	0.04		0.04	1
Total	20.10	0.10		0.10	10
Average	3.35	0.02		0.02	1
Geo Mean	3.25	0.01		0.01	1

**Berryville Town Council Item Report Summary
December 8, 2020**

Item Title

Staff Reports - Police Department

Prepared By

Background/History/General Information

Monthly Activity Report

The activity report for the month of November 2020 is attached to this memo.

Public Safety Committee

The Public Safety Committee met on November 17, 2020 and the minutes from that meeting can be found in the consent agenda. The Committee will next meet on January 26, 2020 at 2:00 pm in the A/B meeting room.

Legislative Updates

As a result of the 2020 Special Legislative Session there are some changes to the Town Code that will be necessary. The revisions to the state code will go into effect on March 1, 2021. The changes will mostly impact matters related to motor vehicle stops and noise from defective exhaust systems on motor vehicles.

A document with recommended changes has been submitted to legal counsel for review. Once the review has been completed, any changes to the Town Code will need to be adopted by the full Council.

Holiday Toy Drive

The police department has partnered this year with the Clarke County Lions Club to collect and distribute toys to local children. Due to the COVID-19 pandemic we were not able to partner with Clarke County Social Services as we have in the past, but the donated toys will be reaching the same families. Toys will be collected through December 8, 2020 at the police department.

Officer Recognition

Senior Officer Don Mason was recognized by VFW Post 9760 by being awarded a Public Safety Servant Citation on December 7, 2020. Senior Officer Mason was selected to receive this award due to his dedicated and professional service to the community. Senior Officer Mason is a valued employee of the department and truly deserving of this recognition.

Railroad Grade Crossings

The matter of trains blocking the grade crossings at Main Street and Josephine Street were briefly discussed at the November 2020 Council meeting. Since that time, I have supplied information to Norfolk and Southern so that the issue could be more closely examined. At the time of preparing this memo I do not have any additional information to relay on this front. I am awaiting a response from the railroad representatives and may be able to supply an update during the Council meeting.

Contactless Parking Meter Payment

Some initial exploration has begun with respect to solutions for parking meter payments outside of the traditional coin. Several areas will need to be more closely examined in order to implement a system that is most suitable for the town and consumers using the metered spaces.

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

1. Police and Security Report Nov 2020

Recommendation

Sample Motion



Berryville Police Department

101 Chalmers Ct., Suite A, Berryville, Virginia 22611

policeadmin@berryvilleva.gov

(540) 955-3863 (540) 955-0207 (Fax)

W. Neal White – Chief of Police

Police and Security Report

Month/Year: November 2020	Year To Date 2020	November 2020	October 2020
<u>Complaints Answered</u>			
911 Hang Up:	37	2	2
Alarms:	86	3	8
Animal Complaint:	113	11	11
Assault:	28	2	0
Assist County:	51	1	5
Assist EMS and Fire:	230	20	10
Auto Larceny:	2	0	0
Burglary:	2	1	0
Civil Complaints:	56	1	5
Disturbance:	38	4	4
Domestic Disturbance:	29	2	2
Driving Under the Influence	5	0	1
Drunk In Public:	7	1	0
Fraud:	30	1	7
Larceny:	55	3	12
Harassment/Intimidation:	23	2	5
Homicide:	0	0	0
Identity Theft	3	0	1
Juvenile Related:	39	2	5
Mental Health Crisis:	60	7	5
Narcotics Related:	22	3	4
Noise:	45	5	7
Public Service:	5	0	1
Sexual Assault:	2	0	0
Robbery:	0	0	0
Shoplifting:	0	0	0
Suspicious Activity:	108	17	13
Trespassing:	9	0	2
Vandalism:	40	7	5
Welfare Check:	81	7	6
Miscellaneous Complaints:	433	34	36
Total Complaints Answered:	1639	136	157



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W. Neal White – Chief of Police

Police and Security Report (Continued)

	Year To Date 2020	November 2020	October 2020
<u>Traffic</u>			
Accidents Investigated:	19	2	1
Assist Motorist:	0	0	0
Child Safety Seat Install:	8	0	2
Funeral Escort:	27	6	2
Hit & Run:	8	2	1
Parking Tickets:	65	0	0
Traffic Warnings:	142	13	9
<u>Traffic Summons Issued</u>			
Defective Equipment:	0	0	0
Driving Suspended:	3	0	0
Expired Inspection:	11	1	0
Expired Registration:	2	0	0
Fail to Obey Highway Sign:	37	3	3
Fail to Obey Traffic Signals:	3	3	0
Fail to Stop/Lights & Siren:	0	0	0
Fail to Yield Right of Way:	3	0	0
Hit and Run:	0	0	0
No Liability Insurance:	0	0	0
No Operator's License:	7	1	1
No Seat Belt:	0	0	0
Reckless Driving:	6	0	2
Speeding:	73	9	0
Miscellaneous Summons:	9	1	0
Total Traffic Summons Issued:	154	18	6
<u>Found Open at Businesses in Town</u>			
Doors:	13	0	1
Windows:	0	0	0
Garage Doors:	1	0	0



Berryville Police Department

101 Chalmers Ct., Suite A, Berryville, Virginia 22611

policeadmin@berryvilleva.gov

(540) 955-3863 (540) 955-0207 (Fax)

W. Neal White – Chief of Police

Police and Security Report (Continued)

	Year To Date 2020	November 2020	October 2020
<u>Criminal Arrests Made</u>			
Abduction:	0	0	0
Arson:	0	0	0
Assault and Battery:	8	1	1
Assault and Battery on Police Officer:	2	0	0
Auto Larceny:	0	0	0
Breaking and Entering:	0	0	0
Capias:	1	0	0
Disorderly Conduct:	0	0	0
Driving Under the Influence:	5	0	1
Drunk In Public:	5	1	0
Fail to Obey Police Officer:	2	0	0
Fail to Pay Parking Ticket:	1	0	0
Forgery:	0	0	0
Fraud:	0	0	0
Homicide:	0	0	0
Illegal Drugs/Paraphernalia:	36	0	4
Larceny:	13	13	0
Possess Alcohol Underage:	0	0	0
Protective Order Violations:	4	0	2
Rape:	0	0	0
Resisting Arrest:	3	0	0
Robbery:	0	0	0
Shoplifting:	2	0	0
Trespassing:	1	0	0
Vandalism:	4	0	4
Weapons Violation:	4	0	0
Miscellaneous Criminal Arrests:	18	4	4
Juvenile Detention Order Totals:	0	0	0
Total Criminal Arrests:	109	19	16

Town Council Agenda Item Report Summary

December 8, 2020

Item Title

Community Development Update

Prepared By

Christy Dunkle

Planning Commission

The Planning Commission did not hold a meeting in November. Their next meeting is scheduled for December 22, 2020 at 7:30 p.m.

Berryville Area Development Authority

The BADA did not hold a meeting in November. Their next meeting is scheduled for Wednesday, December 23, 2020 at 7:00 p.m.

Architectural Review Board

The Architectural Review Board will be meeting on Wednesday, December 2, 2020 to judge the Parking Meters on Parade contest. Their organizational meeting is scheduled for Wednesday, January 6, 2021 at 12:30 p.m.

Tree Board

No meeting was held since the November Council meeting.

Board of Zoning Appeals

The BZA has not held a meeting since the last Council meeting.

Town Council Agenda Item Report Summary
December 8, 2020

Item Title

Construction Project Update

Prepared By

Christy Dunkle

Shenandoah Crossing Subdivision

- 82 single-family homes
- Owned by D.R. Horton, Inc.
- To be developed by D.R. Horton, Inc.
- Zoned DR-2 Detached Residential
- Cluster layout
- HOA-maintained facilities
- Utility and paving installation under way
- Zoning permits have been issued for grading.

Fellowship Square Subdivision

- 50 single-family homes
- Zoned DR-4 Detached Residential
- Cluster layout
- HOA maintained facilities
- The first Certificate of Occupancy and sale occurred in November.
- The new portion of Fairfax Street will be opening on December 14, 2020. Affected property owners and residents have been notified via first class mail and notifications distributed by Public Works staff.

Hermitage Phase V

- 71 single-family homes
- Currently owned by Silver Lake Development
- Final phase of Hermitage subdivision (started 2000)
- Zoned R-1 and DR-1
- Rezoning approved by Town Council at the September 10, 2019 meeting to align new layout with proposed parcel lines
- Phase V will have HOA oversight, other phases will not be affected
- Review of construction plans completed
- DEQ stormwater permitting approved
- Final plat approved by Planning Commission and BADA on Wednesday, July 22, 2020
- Deed of dedication reviewed and approved
- Bond approved by Town Council at their October meeting
- No anticipated start date or activity since the last Council meeting

Berryville Town Council Item Report Summary

December 8, 2020

Item Title

Staff Reports – Business and Finance

Prepared By

Gregory C. Jacobs, Director of Finance

Status of RFP's currently working

Refuse and Garbage Collection RFP (RFP # 2020-4) – contract currently with Republic Services for their review/approval.

Audit Services draft RFP (RFP # 2020-5) – The RFP for Audit Services was published on the eVA website on November 17, 2020. We received 3 responses by the deadline.

Below is the suggested schedule of the Process:

- 12/8/2020 Budget and Finance Committee reviews responses.
- 12/14 – 12/18/2020 Council interviews of prospective Audit Firms.
- 1/12/2021 – Council Approves selected Audit Firm at January 2021 Council Meeting.
- 1/15/2021 – Audit Contract Awarded.

Water Meter Replacement IFB (IFB # 2020-07) Staff prepared a rough draft of an IFB for the Water Meter Replacement project. This draft is currently for review and discussion purposes.

Collection of Utility Payments and CARES Act Updates

On Thursday November 18, 2020 the Governor signed the state budget that reinstated a moratorium on Utility Disconnection through the COVID-19 public health emergency and for an additional 60 days after the end of the declared emergency.

As part of that bill we were notified of the "COVID-19 Municipal Utility Relief Program". The program is to provide money to residents who are having problems paying their utility bills. We received information on this program on the 19th and were informed we must apply by November 30, 2020 to be considered for the program. I started reading through the information and found that we were required to work through the County. I contacted Brenda Bennett at Clarke County and discussed the program with her. She gave me a verbal confirmation that the County was willing to be our Fiscal Agent.

On Tuesday November 24, 2020 I received another email with additional information about the program. I went through all the information in this email and made updates as needed. My team and I pulled together the information required for the application.

On Wednesday November 25, 2020 I received yet another email, this one marked "CORRECTION: Re: Additional Information on COVID-19 Municipal Utility Relief Program". I went through the new information and made updates as required. I then went over the program with the Town Manager. Given that the next day was Thanksgiving and the due date for the application was Monday the 30th I wanted to make sure we did not miss the deadline if we were going to do this.

On Saturday November 28, 2020 I filed our application for the program to make sure we got it in before the deadline.

On Monday November 30, 2020, the day that the application was due, I received yet another email with updates and new information. This email was quite a large email that includes a 67-page booklet that I need to review and study.

I have a lot of time in this program so far, and I am not sure what will come of it.

As of December 2, 2020, there are 25 accounts (approximately \$7,000) that are delinquent.

CARES Act Update – Families First Coronavirus Response Act

One of our Police Officers was exposed to the Coronavirus and was required to be quarantined. Under the Families First Coronavirus Response Act the Town can be reimbursed for his pay while he was quarantined. I have not yet had time to ascertain the requirement for filing for this program.

With all the CARES Act programs available we must be attentive that we do not apply for relief that has already been paid by another CARES Act program.

Personal Property Tax and Real Estate Taxes

Real Estate Tax bills went out on November 5, 2020 and Personal Property Tax bills went out on November 6, 2020. Both are due on December 5, 2020. Since the 5th falls on a weekend, taxes will be due on December 7, 2020.

The staff has been very busy these past two weeks with people paying their tax bills.

Finance and Administration Department Staff Changes

Cindy Poulin has joined our team on a full-time basis as of November 30, 2020 and has “hit the ground running”. She is a welcome addition to the team which has been working short staffed for periods of months during 2020. We look forward to some stability and “better days ahead”.

Business Office front window

Our permanent glass window at the front of the Business Office has finally been installed. It has been a long wait, but well worth it. The staff is in appreciation.

A/P Check Listing for November 1, 2020 through November 30, 2020

Please see attached a listing of checks issued from November 1, 2020 through November 30, 2020.

ACH Transactions for November 1, 2020 through November 30, 2020

Please see attached a listing of payments made by ACH for November 2020

Bank of America P-Card Statements (payments made by town credit cards)

The report of November 2020 P-Card Purchases that will be paid on December 24, 2020 was not available at the time this report was drafted. This report will be provided on the night of the December Council meeting.

Related Party Transaction Report for November 2020

Information for the November Related Party Transaction Report was not available at the time this report was drafted. This report will be provided on the night of the December Council meeting.

Check Listing

Date From: 11/1/2020 Date To: 11/30/2020

Vendor Range: 4IMPRINT, INC. - ZENON ENVIRONMENTAL CORPORATION

Town of Berryville
12/03/2020 01:49 PM

Page: 1 of 2

Check Number	Bank	Vendor	Date	Amount
4771	1	VIRASEC IT Support Services, Inc. VOIDED	11/20/2020	\$6,176.67
6302	1	CENTRIC BUSINESS SYSTEMS INC	11/06/2020	\$284.26
6303	1	CLARKE COUNTY GENERAL DISTRICT COURT	11/06/2020	\$245.15
6304	1	Douglas A. Shaffer	11/06/2020	\$75.00
6305	1	H. Allen Kitzelman	11/06/2020	\$115.00
6306	1	Keith Dalton	11/06/2020	\$50.00
6307	1	Matthew Andrews	11/06/2020	\$12.00
6308	1	Merritt's Sanitation	11/06/2020	\$700.00
6309	1	PARET CHARLES PAXTON 6731	11/06/2020	\$1,912.40
6310	1	The Winchester Star	11/06/2020	\$180.00
6311	1	Thomas Randall Parker Jr.	11/06/2020	\$40.00
6312	1	VIRASEC IT Support Services, Inc.	11/06/2020	\$1,239.49
6313	1	Waterloo Electric Service, LLC	11/06/2020	\$131.10
6329	1	ANDERSON LAWN CARE, INC.	11/12/2020	\$825.00
6330	1	ANGELA TONEY	11/12/2020	\$179.58
6331	1	Bureau for Child Support Enforcement	11/12/2020	\$875.00
6332	1	COMBS WASTEWATER MANAGEMENT LLC	11/12/2020	\$75.00
6333	1	CORE & MAIN LP	11/12/2020	\$22,697.45
6334	1	CROWN TROPHY LLC	11/12/2020	\$45.00
6335	1	Cynthia Poulin	11/12/2020	\$600.00
6336	1	BCONO SIGNS, LLC	11/12/2020	\$483.45
6337	1	Keith Stover	11/12/2020	\$24.00
6338	1	Michelle M. Jones	11/12/2020	\$612.50
6339	1	NAJI KHAL	11/12/2020	\$148.76
6340	1	PENNONI ASSOCIATES INC	11/12/2020	\$135.00
6341	1	Top of Virginia Regional Chamber	11/12/2020	\$690.00
6342	1	Treasurer of Frederick County	11/12/2020	\$5,290.60
6343	1	USPS	11/12/2020	\$2,500.00
6344	1	VUPS	11/12/2020	\$177.45
6345	1	BERRYVILLE LIMITED PARTNERSHIP 839	11/20/2020	\$1,178.42
6346	1	CAPITAL BUILDERS LLC 8112	11/20/2020	\$17.75
6347	1	CENTRIC BUSINESS SYSTEMS INC	11/20/2020	\$74.37

Check Listing

Date From: 11/1/2020 Date To: 11/30/2020
Vendor Range: 4IMPRINT, INC. - ZENON ENVIRONMENTAL CORPORATION

Town of Berryville
12/03/2020 01:49 PM

Page: 2 of 2

Check Number	Bank	Vendor	Date	Amount
6348	1	Cynthia Poulin	11/20/2020	\$738.75
6349	1	Hall, Monahan, Engle, Mahan & Mitchell	11/20/2020	\$3,595.00
6354	1	JACOB SIGLER	11/20/2020	\$169.58
6355	1	PENNONI ASSOCIATES INC	11/20/2020	\$1,681.00
6356	1	Rappahannock Electric Cooperative	11/20/2020	\$6,161.00
6357	1	VIRASEC IT Support Services, Inc.	11/20/2020	\$6,176.67
6358	1	Bureau for Child Support Enforcement	11/30/2020	\$875.00
6359	1	CHASE JONATHAN 1356	11/30/2020	\$25.93
6360	1	Cynthia Poulin	11/30/2020	\$217.50
6361	1	ECONO SIGNS, LLC	11/30/2020	\$119.78
6362	1	HOLMES CHARLES A JR 1030	11/30/2020	\$36.82
6363	1	HOLMES CHARLES H 1311	11/30/2020	\$211.10
6364	1	JASSAL JOGINDER PAUL 23	11/30/2020	\$693.59
6365	1	KORMAN SIGNS	11/30/2020	\$3,349.12
6366	1	MCFILLEN GUY JACOB & SUSAN A 189	11/30/2020	\$191.34
6367	1	PENNONI ASSOCIATES INC	11/30/2020	\$5,467.50
6368	1	TOWN OF BERRYVILLE	11/30/2020	\$450.00
16151	1	Rappahannock Electric Cooperative	VOIDED 11/20/2020	\$6,161.00
21431	1	PENNONI ASSOCIATES INC	VOIDED 11/20/2020	\$1,681.00
34691	1	JACOB SIGLER	VOIDED 11/20/2020	\$169.58
52	Checks Totalling -			\$85,961.66

Totals By Fund

Fund	Checks	Voids	Total
100	\$55,649.26	\$14,018.67	\$41,630.59
501	\$24,858.52	\$46.85	\$24,811.67
502	\$5,453.88	\$122.73	\$5,331.15
Totals:	\$85,961.66	\$14,188.25	\$71,773.41

ACH Transactions

Date From - 11/1/2020 Date To -11/31/2020

Town of Berryville

Description	Date	Amount	Bank Acct #	
VRS	11/10/2020	\$ 25,484.87	1	
US Treasury - Payroll Taxes	11/16/2020	\$ 11,642.05	1	
Payroll Transfer - Town Council	11/6/2020	\$ 1,490.43	2	
US Bank - copier lease payment	11/10/2020	\$ 1,305.44	2	
Comp of MD - Payroll Taxes	11/16/2020	\$ 117.00	1	
Treas of WV - Payroll Taxes	11/16/2020	\$ 437.00	1	
Treas of VA - Payroll Taxes	11/16/2020	\$ 2,654.00	1	
Payroll Transfer - SM Exempt	11/12/2020	\$ 13,967.14	2	
Payroll Transfer - BW Non Exempt	11/11/2020	\$ 35,687.42	2	
USDA RD DCFO - Gov't Center	10/17/2020	\$ -	1	
US Treasury - Payroll Taxes	11/6/2020	\$ 247.14	1	
US Treasury - Payroll Taxes	11/15/2020	\$ 5,610.85	1	
BOA - P-Card Payment	11/24/2020	\$ 86,626.14	1	
Payroll Transfer - BW Non Exempt PR	11/30/2020	\$ 32,839.96	2	
ICMA-RC VRS Hybrid	11/19/2020	\$ 375.89	1	
		\$ 581.49	\$ 957.38	1
US Treasury - Payroll Taxes	11/27/2020	\$ 10,863.76	1	
US Treasury - Payroll Taxes	11/30/2020	\$ 5,610.85	1	
Treas of WV - Payroll Taxes - Cares Act	11/16/2020	\$ 297.00	1	
Comp of MD - Payroll Taxes - Cares Act	11/10/2020	\$ 136.00	1	
Treas of VA - Payroll Taxes - Cares Act	11/16/2020	\$ 652.00	1	
US Treasury - Payroll Taxes - Cares Act	11/6/2020	\$ 382.27	1	
US Treasury - Payroll Taxes - Cares Act	11/6/2020	\$ 327.67	1	
US Treasury - Payroll Taxes - Cares Act	11/6/2020	\$ 2,528.67	1	
US Treasury - Payroll Taxes - Cares Act	11/6/2020	\$ 2,536.31	1	
Payroll Transfer - S/M Cares Act	11/6/2020	\$ 1,014.78	2	
Payroll Transfer - B/W Cares Act	11/6/2020	\$ 8,398.23	2	
Payroll Transfer - B/W Cares Act	11/6/2020	\$ 8,506.24	2	
Payroll Transfer - S/M Cares Act	11/6/2020	\$ 1,164.48	2	
Payroll Transfer - SM Exempt	11/30/2020	\$ 13,967.14	2	
Mansfield - Fuel Card Due	11/20/2020	\$ 486.57	2	
Mansfield - Fuel Card Due	11/30/2020	\$ 631.02	2	
Lincoln Financial	11/1/2020	\$ 828.42	2	
Nationwide Retirement Solutions	11/15/2020	\$ 690.00	2	
ICMA-RC VRS Hybrid	11/27/2020	\$ 375.89	1	
		\$ 581.49	\$ 957.38	1
Nationwide Retirement Solutions	11/30/2020	\$ 690.00	2	
Comp of MD - Payroll Taxes	11/30/2020	\$ 97.00	1	
Treas of WV - Payroll Taxes	11/30/2020	\$ 425.00	1	
Treas of VA - Payroll Taxes	11/30/2020	\$ 2,542.00	1	
Anthem	11/1/2020	\$ 27,980.00	1	
PSN Chargeback Fee	NA	\$ -	1	
ACH Reversal - NSF Pmt,	NA	\$ -	2	
		<u>\$ 310,779.61</u>		

Town Council Agenda Item Report Summary

December 8, 2020

Item Title

Planning Commission appointment

Prepared By

Christy Dunkle

Background/History/General Information

The Personnel Committee met on September 22, 2020 and recommended the re-appointment of Doug Shaffer to the Berryville Planning Commission.

Findings/Current Activity

Mr. Shaffer has been on the Berryville Planning Commission since May of 2002. He was elected vice chair in January of 2003 and chair in January of 2010 and has served in this capacity since that time.

Financial Considerations

Planning Commissioners are paid by the Town.

Schedule/Deadlines

Mr. Shaffer's term expired in November 2020.

Other Considerations

N/A

Recommendation

The Personnel Committee has recommended that Mr. Shaffer be re-appointed to the Berryville Planning Commission.

Sample Motion:

I move that the Council of the Town of Berryville re-appoint Doug Shaffer to the Planning Commission for a term beginning on December 8, 2020 and ending on September 30, 2024.

Motion to Enter Closed Session

I move that the Council of the Town of Berryville enter closed session in accordance with §2.2-3711-A-3 of the Code of Virginia, to discuss the acquisition of real property or disposition of publicly held property.

DATE: December 8, 2020

MOTION:

VOTE:

Aye:

Nay:

Absent/Abstain:

ATTEST: _____

Erecka Gibson, Recorder

TOWN COUNCIL
MOTION
CLOSED SESSION RESOLUTION

DATE: December 8, 2020

MOTION BY:

SECOND BY:

I move that the Council of the Town of Berryville adopt the following resolution certifying it has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act:

Resolution

WHEREAS, Section 2.2-3712.D of the Code of Virginia requires a certification by this Council that such closed meeting was conducted in conformity with Virginia law,

NOW, THEREFORE, BE IT RESOLVED that the Council hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Council.

VOTE:

Aye:

Nay:

Absent/Abstain:

ATTEST: _____
Erecka Gibson, Recorder