

**MINUTES**  
**BERRYVILLE TOWN COUNCIL**  
**Berryville-Clarke County Government Center**  
**Regular Meeting**  
**December 8, 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.

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

**4. Presentations/Awards/Recognitions**

Mayor Arnold noted that Officer Don Mason of the Berryville Police Department had received a public servant citation from VFW Chapter 9760. He also said the recent parking meter decoration contest had been a success, and thanked Ms. Dunkle and Clarke County Public Information Officer Cathy Kuehner for their contributions. He noted that County Supervisor Matt Bass was attending the present meeting.

**5. Public Hearings**

None.

## **6. Discussion of Public Hearing Items**

None.

## **7. Citizens' Forum**

Mary Ivie suggested that the Council resume livestreaming its meetings as it had done for several months in the earlier stages of the pandemic. She said that she owned a business and that customers from out of town had praised Berryville's ambience and expressed concern about the possibility of excessive development.

## **8. Consent Agenda**

The consent agenda comprised the minutes of the November 9 Town Council work session, the November 10 regular meeting of the Town Council, the November 16 meetings of the Community Development and Streets and Utilities Committees, and the November 17 meetings of the Public Safety and Budget and Finance Committees.

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

## **9. Unfinished Business**

None.

## **10. New Business**

Mr. Dalton explained that after the Town had vacated its office at 23 East Main Street in 2008, Downtown Berryville Inc. had leased space in the building for many years and that the current three-year lease would be expiring on February 14, 2021. He said DBI had expressed a desire to re-lease the building in accordance with the current agreement, which provides for one-year extensions with a maximum rent increase of 2 percent.

Recorder Gibson asked whether a three-year renewal would be possible. Mr. Dalton said he believed not. They discussed the 2 percent escalation.

Ms. Harrison recommended retaining the current rent because of the hardships caused by the pandemic. Mr. Mazzarino concurred. Mr. Dalton, responding to a question by Mr. Mazzarino, said no other parties had expressed interest in leasing the space. Mr. Mazzarino asked whether the building presented maintenance problems. Mr. Dalton said the Budget and Finance committee had discussed the need for a reserve fund for building maintenance and that 23 East Main would be covered by this.

There was a discussion of whether to round the current rent figure of \$520.20 per month.

**Ms. McDonald moved 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, 2021 to February 14, 2022) and that the monthly rent during the extended term be \$520.20. The motion passed by unanimous voice vote.**

## **11. Council Member Reports**

### **Mayor**

Mayor Arnold had nothing to add.

### **Recorder**

Recorder Gibson had nothing to add.

### **Ward 1**

Ms. McDonald said she had received a complaint about the accumulation of dust because of mulching.

### **Ward 2**

Ms. Harrison thanked those who had been involved in the meter-decorating contest.

### **Ward 3**

Mr. Mazzarino had nothing to add.

### **Ward 4**

Ms. Rodriguez offered her wishes for a merry Christmas, happy holiday and happy New Year, and recommended "shopping small" in Berryville and Clarke County.

## **12. Staff Reports**

### **Public Works**

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

## **Public Utilities**

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

## **Police**

Chief White gave a presentation on reform measures in criminal justice enacted during the recent special session of the General Assembly. He said Council should be aware of the changes and should also be aware that many bills that were not passed were likely to come up again, including a measure for the legalization of marijuana.

Chief White specifically addressed changes what would be wrought by the passage of HB 5058 and HB 5030. He said the former bill would have bearing specifically on motor vehicle stops related to ownership and maintenance, the rationale being that such stops disproportionately affect minorities. He said the latter bill applied to matters related to search warrants, de-certification, use of force, and training. He said he had trained his department on the new revisions.

Chief White said police are now required to report on the race, ethnicity, gender, and English-language ability of drivers they stop, and displayed data indicating that Berryville's figures in this arena are in alignment with its demographics as a whole.

Chief White said legal counsel had told him no changes to the Town Code would be needed.

Chief White said the state budget provides for \$7.5 million to be distributed to local police departments to promote optimal personnel policies and assist with the costs of reform, and that Berryville could reasonably expect to receive \$2,500 to \$3,000.

## **Community Development**

Ms. Dunkle briefly updated the Council on the meeting schedule for the various boards associated with planning, and with construction in Hermitage Phase V and the Shenandoah Crossing and Fellowship Square subdivisions.

## **Administration and Finance**

Mr. Jacobs said his department had been in contact with multiple agencies regarding CARES Act funding.

Recorder Gibson said the Budget and Finance Committee would interview auditing firms during the next week.

## **Town Manager**

Mr. Dalton said Chief White had received a response from the Norfolk Southern Railroad regarding the frequent and prolonged train stoppages discussed by Council in November and that the unsatisfactory nature of the response indicated that the time had arrived for notifying higher authorities. He said staff had prepared the necessary letter. The Council agreed that the letter should be sent.

Mr. Dalton, referencing Ms. Ivie's remarks during citizens' forum, said that people with concerns about excessive development should request a meeting with Ms. Dunkle or with County Planning Director Brandon Stidham. He cited the 1992 Berryville Area Plan and the need for judicious growth in Berryville as part of a larger growth strategy, and explained that the Town and County had proceeded in a manner such that growth was confined to certain designated areas.

Mayor Arnold said most such areas had been designated approximately twenty years ago and that growth, which had been carefully controlled, was needed for the population expansion that would help local businesses grow.

Mr. Dalton said growth is helpful in paying for improvements such as those needed for the wastewater treatment plant.

Mr. Dalton and Ms. Harrison briefly discussed areas where development would still be feasible.

There was a discussion of whether remote participation in meetings without a quorum physically present would still be possible. Mr. Dalton said this had been made unclear by the expiry of the measures taken by the Commonwealth earlier in the year.

There was a discussion of whether to resume livestreaming and what this might entail.

## **13. Committee Updates**

### **Budget and Finance**

Recorder Gibson again noted the impending interviews of auditing firms.

### **Community Development**

Ms. Rodriguez said the committee would meet on January 25 at 9:00 a.m.

### **Personnel**

The Personnel Committee decided in September to reappoint Doug Shaffer to the Planning Commission.

**Recorder Gibson moved that the Council of the Town of Berryville re-appoint Doug Shaffer to the Berryville Planning Commission for a term beginning on December 8, 2020 and ending on September 30, 2024. The motion passed by unanimous voice vote.**

Recorder Gibson said the full Council must meet in closed session for the town manager's performance review in January and suggested doing so after that January regular meeting.

### **Public Safety**

Ms. McDonald said the committee had met in December and reviewed progress on the new waste-disposal contract and had also discussed the curtailment of traditional holiday celebrations during the pandemic. Mr. Dalton confirmed that staff would be sending notices to persons affected by changes in the fees for refuse disposal.

Ms. McDonald said the committee would next meet on January 26 at 2:00 p.m.

### **Streets and Utilities**

Ms. Harrison said the committee had met and informally discussed an early version of the stormwater report being prepared by the Town's engineer.

## **14. Closed Session**

**Ms. Harrison made the attached motion for the Council to enter closed session to discuss the acquisition of real property or disposition of publicly held property. The motion passed by unanimous voice vote.**

The Council entered closed session at 8:24 p.m. and returned to open session at 8:50 p.m.

**Ms. Harrison made the attached motion certifying the closed session, which passed by unanimous roll-call vote.**

Mayor Arnold asked the Town Manager to provide an overview of the matter before the Council.

Mr. Dalton said the Town's Public Works facility property has essentially reached the limit of what can be developed there. He recounted the milestones for the property:

- Four acres purchased in 1923.
- Two groundwater reservoirs erected in 1927.
- One water reservoir removed in mid-1980s.
- Public Works building erected in late 1980s.
- Site plan developed and approved in the early 2000s.
- Phases one and two of the site plan developed in early 2000s.

- Phase three (final) of site plan developed in late 2010s.

Mr. Dalton said the opportunity to purchase the property to the north of the current Public Works facility presented itself and that the Council had permitted him to negotiate a purchase contract.

Mr. Dalton said if the Council wished to proceed, it would need to ratify the purchase contract, authorize the expenditure of funds required to purchase the property, and authorize the Town Manager to execute all documents required for the purchase.

**Ms. Harrison moved that the Council of the Town of Berryville ratify the attached real estate purchase contract dated October 13, 2020 and authorize the expenditure of funds for the purchase price and the cost of post-settlement improvements. Said funds shall be drawn equally from the General Fund Contingency, Water Fund Contingency, and Sewer Fund Contingency line items of the current budget.**

**Ms. Harrison further moved that the Council authorize the Town Manager to finalize the real estate purchase in question and sign all documents related to the transaction.**

**The motion passed by unanimous voice vote.**

#### **15. Other**

There was a discussion of whether the Council should begin meeting at 7:00 p.m. rather than at 7:30, with the consensus being that it should, with the change taking effect in January.

#### **16. Adjourn**

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

**Ms. Rodriguez moved to adjourn, with the motion passing by consensus at 8:58 p.m.**

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Erecka L. Gibson, Recorder

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Paul Culp, Town Clerk

**BERRYVILLE TOWN COUNCIL SIGN-UP SHEET**

**Citizens' Forum**

Tuesday, December 8, 2020

7:30 p.m.

**Name:** \_\_\_\_\_ **Town of Berryville Resident?**

MARY WIE

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 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: *Harrison*

VOTE: *Unanimous voice vote*

Aye:

Nay:

Absent/Abstain:

ATTEST: \_\_\_\_\_

Erecka Gibson, Recorder

TOWN COUNCIL  
MOTION  
CLOSED SESSION RESOLUTION

DATE: December 8, 2020

MOTION BY: *Harrison*

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: *Unanimous roll-call vote.*

Aye:

Nay:

Absent/Abstain:

ATTEST: \_\_\_\_\_  
Erecka Gibson, Recorder

REAL ESTATE PURCHASE AND SALE CONTRACT

THIS REAL ESTATE PURCHASE AND SALE CONTRACT ("Contract"), dated this 13 day of October, 2020, is by and between RURITAN CLUB OF CLARKE COUNTY, party of the first part, hereinafter referred to as Seller; and the TOWN OF BERRYVILLE, VIRGINIA, party of the second part, hereinafter referred to as Buyer.

WITNESSETH:

In consideration of the mutual covenants and other considerations hereinafter set forth, Seller agrees to sell and Buyer agrees to buy the following described property under the following terms, covenants, and conditions:

1. DESCRIPTION:

That unimproved land located in Longmarsh Magisterial District, Clarke County, Virginia, being the portion of Seller's Tax Parcel No. 14-A-2 highlighted on attached Exhibit A ("Property"), a boundary line adjustment ("BLA") plat of which shall be prepared as hereinafter set forth. This is a sale of the Property in gross and not by the acre.

In addition, Seller shall quit-claim to Buyer any access rights of the Seller to the property known as "Coleman's Lane", the approximate location of which is shown on attached Exhibit A.

2. PURCHASE PRICE: The purchase price of the Property shall be Twenty Thousand Dollars (\$20,000.00). The purchase price shall be payable by cashier's check or wire transfer at settlement.

3. STUDY PERIOD:

A. Until ninety (90) days following full execution of this Contract, Buyer, at its sole cost and expense, shall have access to the Property for the purpose of viewing, inspecting, and performing tests and studies on the Property ("Study Period"). If Buyer finds the Property to be unsatisfactory for Buyer's purposes, in Buyer's sole discretion, Buyer may elect to terminate this Contract by providing Seller with written notice of termination of this Contract; provided, however, Buyer may not make such election after 5:00 p.m. on the ninetieth (90th) day after full execution of this Contract; provided, further, if the hereinafter described BLA plat has not been approved within the said ninety (90) day period, the Study Period shall be extended to the date of approval of the BLA plat. In the event Buyer elects to terminate this Contract pursuant to this paragraph, this Contract shall be

deemed null and void and Seller and Buyer shall have no further rights or obligations one to the other hereunder.

B. During the Study Period and upon receipt of the BLA plat, Buyer at its cost shall apply for approval of the BLA plat. Seller agrees to sign any application and related documents related to the BLA plat application.

4. PLAT:

A. The Seller, at its cost, shall have prepared a BLA plat that accurately represents the Property and that meets ordinance requirements for a BLA plat; provided, however, the Buyer shall reimburse the Seller at settlement for up to \$1,500.00 of the cost of the BLA plat.

B. The Town shall work with the survey firm of Dunn Land Surveys selected by the Seller, provided said survey firm can complete the final BLA plat and submit same to the parties within thirty (30) days after full execution of this Contract. If Dunn Land Surveys indicates that the BLA plat cannot be completed in said time period, the parties shall select another survey firm which can complete the BLA plat within the thirty (30) day period.

C. The Seller shall direct the survey firm preparing the BLA plat to begin work on the BLA plat within two (2) business days of full execution of this Contract.

5. REPRESENTATIONS AND COVENANTS OF SELLER:

Seller hereby represents and covenants to Purchaser as follows:

A. The Seller is a validly existing legal entity under the laws of the Commonwealth of Virginia.

B. No litigation proceedings are pending or, to the best of Seller's knowledge, threatened, relating to Seller, the Property, or activities on the Property, which, if adversely determined, could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the Property or any portion thereof, or which could in any material way interfere with the consummation of this Contract.

C. That, to the best of Seller's knowledge, the Property is free from asbestos, toxic waste, and other "Hazardous Substances" (as defined below), and that Seller has no knowledge of the presence or existence of any of the foregoing matters on or about the Property. For purposes hereof: (A) the term "Hazardous Substances" shall mean and include petroleum, petroleum products, flammable explosives, radioactive material,

asbestos or asbestos containing material, polychlorinated biphenyls, urea formaldehyde or any pollutant or toxic or hazardous substance regulated, prohibited, restricted or controlled by an "Environmental Laws" (as defined below); and (B) the term "Environmental Laws" shall mean any applicable Federal, state, county, or local statutes, laws, regulations, rules, ordinances or codes relating to environmental matters, including by way of illustration and not by way of limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec. 6901, et seq.; and the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§11001 et seq.; and all regulations promulgated thereunder or in connection therewith. The foregoing notwithstanding, for purposes hereof "Hazardous Substances" shall not be deemed to include small quantities of typical cleaning compounds, fuel for an emergency generator, or other materials commonly used in connection with the maintenance of commercial office buildings, provided such materials are stored, used, and disposed of in compliance with all Environmental Laws. Seller represents that it has received no notice that the Property or any portion thereof are in violation of any Environmental Laws, that it will promptly inform Buyer in the event it receives any such notice (or obtains knowledge of the presence of

any hazardous Substances on or about the Property, or knowledge of any set of facts which might constitute a violation of any Environmental Law), and that it will not knowingly violate any Environmental Laws prior to settlement.

D. Between the date hereof and the date of settlement, Seller agrees to take no action which would cause any of the above listed representations and covenants to become untrue, and agrees to take all reasonable measures necessary to prevent said representations and covenants from becoming untrue.

6. REMOVAL OF PROPERTY PRIOR TO SETTLEMENT:

Prior to settlement, Seller shall remove all of Seller's personal property from the Property, including, without limitation, metal, farm implements, logs, bleachers, and any junk or other items.

7. SETTLEMENT:

A. Settlement shall be at a location in Berryville as determined by Buyer within thirty (30) days of the end of the Study Period.

B. Buyer shall notify Seller in writing within forty-five (45) days of full execution of this Contact of any title defects or title exceptions unacceptable to Buyer ("Title Exceptions"), reported by Buyer's title examiner. Seller shall bring any action or proceeding and otherwise incur any expense up to \$1,000.00 to cure or eliminate the Title Exceptions,

and if Seller shall be unable to cure or eliminate any Title Objections, not waived by Buyer in writing, the sole obligation of Seller shall be to terminate this Contract, and no party shall have any claim against the other by reason of this Contract.

C. At settlement, the Seller will deliver to Buyer, or its assigns, a good and sufficient general warranty deed, with English Covenants of Title, conveying good and marketable fee simple title to the Property, free and clear from all Title Exceptions, and which title shall be insurable by a title insurance company at standard rates.

D. At settlement, the Seller shall also deliver to Buyer an affidavit executed by Seller and delivered to Buyer's settlement attorney warranting that Seller has caused no repairs or improvements to be made to the Property within the last one hundred and twenty (120) days prior to settlement which remain unpaid at the time of settlement and that Seller has not caused to be entered, created, or executed any judgment, bankruptcy, lien, lease, or other claim against the Property or against Seller that would create an encumbrance upon the Property, except as otherwise specified herein. The affidavit called for herein shall, in any event, be sufficient to induce the title company selected by Buyer to issue its owner's policy without exception for mechanic's and materialmen's liens.

8. CLOSING COSTS: Seller will pay the Seller's transfer tax for recording said deed and any Seller's attorney's fees. Buyer shall pay all other closing costs in connection with the sale of the Property.

9. RISK OF LOSS AND POSSESSION: The risk of loss shall be with the Seller until settlement date, and possession will be given to Buyer on the settlement date.

10. PRORATION OF EXPENSES: All taxes and any other charges against the Property will be prorated as of the date of settlement.

11. REAL ESTATE COMMISSION: The Seller and Buyer acknowledge that no real estate agent was involved in this sale and each agrees to hold the other party harmless from any claim for a commission by reason of any action on their part.

12. ENTIRE AGREEMENT: This Contract constitutes the entire agreement among the parties and may not be amended except by written instruments executed by all of the parties.

13. CONSTRUCTION OF THE CONTRACT: This Contract shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

14. PARTIES BOUND: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15. ENFORCEMENT: In the event either party is required to enforce the provisions of this Agreement, such party, if it prevails, shall be entitled to receive from the other party all costs and expenses, including, without limitation, reasonable attorneys' fees incurred, at trial and on appeal, in connection with such enforcement.

16. POST SETTLEMENT IMPROVEMENTS:

Within six (6) months after settlement under this Contract (which period may be extended by the Buyer based upon weather conditions), Buyer shall install the following improvements, without cost to Seller, on Seller's remaining portion of Tax Parcel No. 14-A-2:

(a) Install an 8" water main as represented on attached Exhibit B (arrow highlighted yellow)

(b) Install a fire hydrant on the end of the new water main

(c) Install a 2" lateral off of the new main / install a 2" water meter in a non-traffic bearing vault / install a single prong hydrant on the end of the 2" lateral

(d) Install bollards to protect improvements

The provisions of this paragraph shall survive settlement.

17. ACCESS FROM MAIN STREET:

The Seller agrees to permit the Buyer and its contractors to cross its property to access the property being acquired. This agreement would permit periodic use of the existing gravel road on the Seller's property as shown on attached Exhibit C (green highlight). The Seller reserves the right to suspend or cancel this access agreement with 15 days written notice to the Buyer.

The provisions of this paragraph shall survive settlement.

18. NOTICES: All notices, demands, or other communications that may be necessary or proper hereunder shall be deemed duly given if personally delivered, or when sent overnight courier service, such as Federal Express, UPS, or Airborne, addressed respectively as follows:

If to Seller:

Ruritan Club of Clarke County

Attn:

Coil F. Milleson  
P.O. Box 1167  
Beeksville, Va 22611

With copy to:

Philip Shank  
same as above

If to Buyer:

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

With copy to:

Robert T. Mitchell, Jr., Esquire  
Hall, Monahan, Engle, Mahan & Mitchell  
9 East Boscawen Street  
Winchester, VA 22601

NOTICE

Virginia law (§43-1 et seq. Code of Virginia) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property.

This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) ninety (90) days from the last day of month in which the lienor last performed work or furnished materials or (ii) ninety (90) days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK

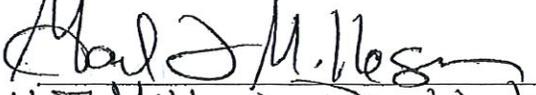
PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(This notice is provided pursuant to §11-2.4, Code of Virginia.)

WITNESS the following signature and seals:

10/14/2020  
DATE

RURITAN CLUB OF CLARKE COUNTY

By:  (SEAL)  
Carl F. Milleson, President Ruritan Club

10/14/20  
DATE

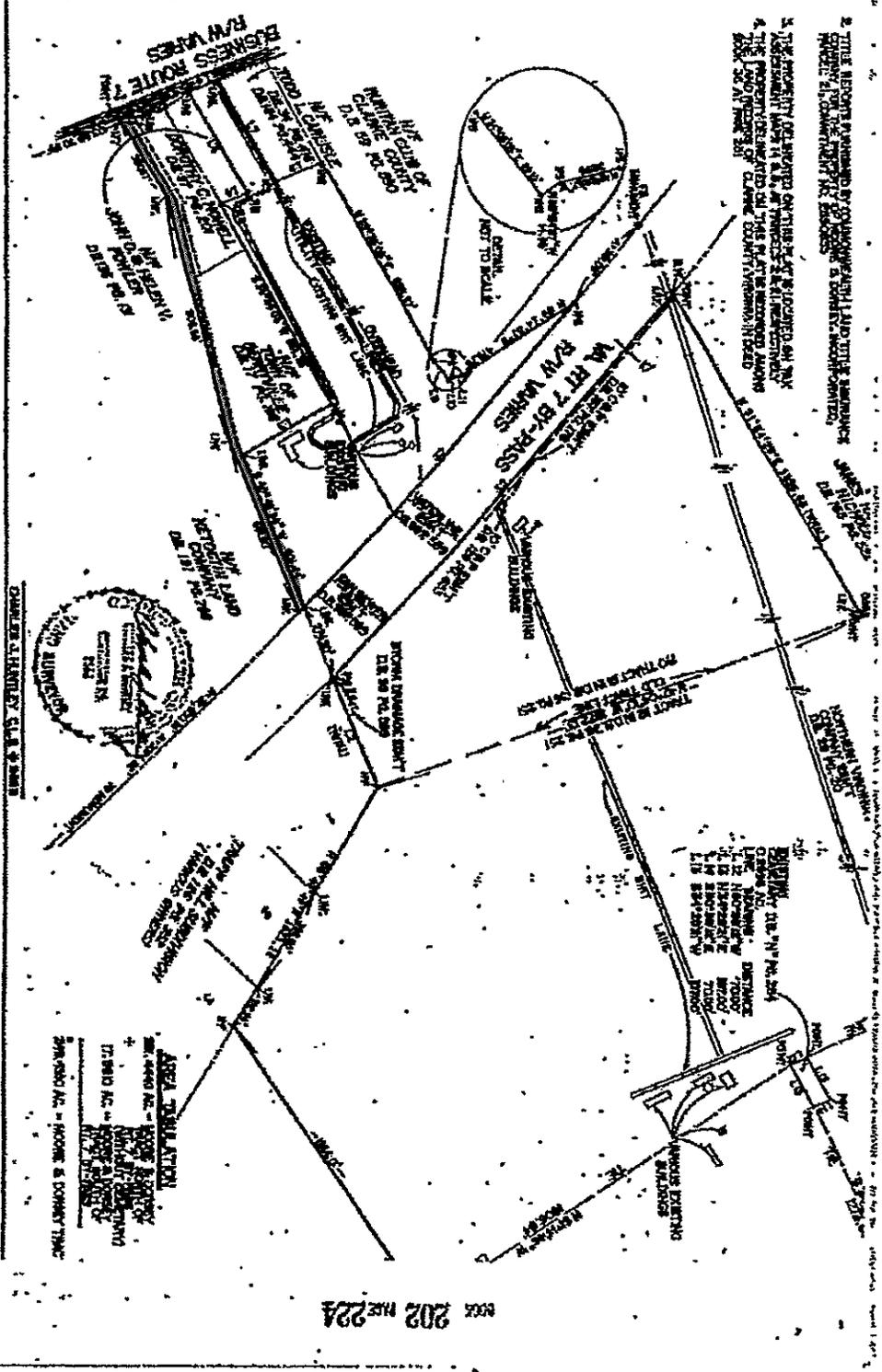
TOWN OF BERRYVILLE, VIRGINIA

By:  (SEAL)  
Keith Dalton, Town Manager





# Exhibit C



1. TITLE REPORT prepared by GORHAM & HILL AND TITLE SALES COMPANY FOR THE TRACTS & EASEMENTS, ETC. HEREIN SHOWN.

2. THE PROPERTY DESCRIBED ON THIS MAP IS LOCATED IN THE COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA.

3. THE PROPERTY DESCRIBED ON THIS MAP IS LOCATED IN THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA.

4. THE PROPERTY DESCRIBED ON THIS MAP IS LOCATED IN THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA.

BOOK 202 PAGE 224

**BERRYVILLE TOWN COUNCIL BUDGET AND FINANCE COMMITTEE**  
**Berryville-Clarke County Government Center**  
**MINUTES**  
**December 8, 2020**

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A meeting of the Berryville Town Council Budget and Finance Committee was held on Tuesday, December 8, 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 9:05 a.m.

**2. Approval of Agenda**

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

**3. Unfinished Business**

None

**4. New Business**

None

**5. Other**

None

**6. Closed Session**

Ms. McDonald made the attached motion that the committee enter closed session to discuss the award of a public contract involving the expenditure of public funds. The motion passed by unanimous voice vote, and the committee entered closed session at 9:06 a.m.

The committee returned to open session at 9:37 a.m. Ms. McDonald offered the attached motion certifying the closed session, with the motion passing by unanimous roll-call vote.

## **7. Adjourn**

Recorder Gibson invited a motion to adjourn. Ms. McDonald so moved, with the meeting adjourning by consensus at 9:39 a.m.

Motion to Enter Closed Session

I move that the Budget and Finance Committee of the Council of the Town of Berryville enter closed session in accordance with §2.2-3711-A-29 of the Code of Virginia, to discuss the award of a public contract involving the expenditure of public funds.

DATE: December 8, 2020

MOTION: *McDonald*

VOTE:

Aye: *Unanimous voice vote*

Nay: *\_\_\_\_\_*

Absent/Abstain: *\_\_\_\_\_*

ATTEST: \_\_\_\_\_  
Paul Culp, Town Clerk

BUDGET AND FINANCE COMMITTEE  
MOTION  
CLOSED SESSION RESOLUTION

DATE: December 8, 2020

MOTION BY: *McDonald*

SECOND BY: *Gibson*

I move that the Budget and Finance Committee of 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 Committee that such closed meeting was conducted in conformity with Virginia law,

NOW, THEREFORE, BE IT RESOLVED that the Committee 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 Committee.

VOTE:

Aye: *McDonald, Gibson*

Nay: \_\_\_\_\_

Absent/Abstain: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Paul Culp, Town Clerk