



Berryville Town Council

MEETING AGENDA

Berryville-Clarke County Government Center

101 Chalmers Court, Second Floor

Main Meeting Room

Regular Session

October 12, 2021

7:00 PM

Item

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1. **Call to Order**

2. **Pledge of Allegiance**

3. **Approval of Agenda**

4. **Presentations/Awards and Recognitions**

5. **Public Hearings**

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Annexation Area B-9

Proposed adoption of an Ordinance to provide for annexation of three areas aggregating approximately 130 acres, plus or minus, of the territory of Clarke County, Virginia, situated adjacent to the current corporate limits of the Town of Berryville. The area to be annexed will be referred to as Annexation Area B-9.

Proposed adoption of an Ordinance amending the Berryville Zoning Map to apply Town zoning to the proposed Annexation Area B-9 upon the effective date of annexation.

Adoption of an Ordinance pursuant to the Charter of the Town of Berryville, Chapter 1, Section 1.3, by which the Town of Berryville shall be divided into four (4) Wards, and by which Ordinance the boundaries of the four Wards shall be determined so as to evenly distribute the population of the Town of Berryville.

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Recommendation for Appointment to the Board of Zoning Appeals

Public Safety

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14. Closed Session

15. Adjourn

Town Council Agenda Item Report Summary

October 12, 2021

Item Title

Public Hearing - Annexation B-9

Prepared By

Christy Dunkle

Background/History/General Information

Mayor Arnold wrote a letter to Clarke County Board of Supervisors chairman David Weiss on June 24, 2021 proposing the annexation of approximately 130 acres located within Annexation Area B. The letter, included in this staff report, identified the properties as follows:

- Area 1 Berryville Public Works – approximately 9 acres
- Area 2 341 and 343 First Street – total of approximately 10 acres
- Area 3 25 Battletown Drive – approximately 1.1 acres and Bel Voi Farm/Friant Enterprises – approximately 100 acres

Findings/Current Activity

The public hearing notice was published in the Winchester Star on Tuesday, September 28 and Tuesday, October 5, 2021. Adjacent property notices were mailed on September 24, 2021. Staff received one call from a property owner on Bel Voi Drive who requested additional information on the activity on the Friant property.

The Clarke County Board of Supervisors agreed to the Town's request to annex the properties identified above on September 21, 2021.

Town staff contacted each of the property owners in July letting them know of the Town's intent to annex their respective properties. Staff has discussed the matter with two of the property owners who had no issues with the action.

Legal counsel has advised that the Town and County are not required to have a joint public hearing on the matter.

Staff is working with County personnel and other agencies gathering information required by 1VAC50-20-540. Annexation of the Code of Virginia (e.g., school data, utility information, metes and bounds narrative). Draft ordinances (annexation, zoning, and ward boundaries) are included in this staff report.

Synopsis of each area:

Area 1 - Town of Berryville Public Works

Location: 201 Tom Whitacre Circle
Tax Map Parcel number: 14-((A))-6
Total Acreage: 8.985 acres
BAP Sub Area: 2
Proposed Use: Public Works facility
of Lots: 1
Zoning: Institutional (ITL)
Population: 0
Owner: Town of Berryville
Additional Information: 4.8538 acres was purchased from the Ruritan Club of Clarke County (2020), boundary line adjustment after the property acquisition (2020), sanitary sewer connected to the site with development of high school (2012); water on site since 1927

Area 2 - 341 and 343 First Street

Location: 341 and 343 First Street
Tax Map Parcel numbers: 14A2-((20))-A1 and 14A2-((20))-A
Total Acreage: .55 acres and 9.24 acres
BAP Sub Area: 10
Proposed Use: Residential
of Lots: 2
Zoning: Detached Residential-2 (DR-2)
Population: +/- 4
Owners: Catherine Mills Mann and Charles P Paret, respectively
Additional Information: Two residential properties, 343 currently advertised as Airbnb property

Bel Voi and Friant Properties

Location: 25 Battletown Drive; two adjacent parcels
Tax Map Parcel numbers: 14-A-81, 14-A-80, and 14 A 112
Total Acreage: 11.47 acres; 97.846 and 2.195 acres, respectively
BAP Sub Areas: 13-16
Proposed Use: Residential
of Lots: 3
Zoning: Open Space Residential (OSR) and Detached Residential-1 (DR-1); Detached Residential-1 and -2 (DR-1 and DR-2), Business Park (BP), and Open Space Residential (OSR)
Population: +/- 6
Owners: Robert Maxwell Emma (25 Battletown Drive); Friant Enterprises LP LLP
Additional Information: Friant Enterprises' parcels are on the market and residential development is anticipated

Financial Considerations

N/A

Schedule/Deadlines

Per the annexation agreement between the Town and County (attached), the proposed annexation would become effective on January 1, 2022.

Other Considerations

N/A

Recommendation

Hear public comment. The Planning Commission will discuss the public hearing at their October 26, 2021 meeting and staff will forward the recommendation to Council at the November meeting.

Sample Motion

Staff is recommending that Town Council take action on this matter at the November 9, 2021 meeting.

Attachments:

- Public hearing notice as published in the Winchester Star on Tuesday, September 28 and Tuesday, October 5, 2021
- Letter and attachments from Mayor Arnold to Clarke County Board of Supervisors Chair David Weiss dated June 24, 2021
- Annexation agreement between the Town and County (1988)
- Plats with metes and bounds information
- Draft annexation ordinance, application of Town zoning ordinance, and ward boundary ordinance

**TOWN OF BERRYVILLE
NOTICE OF PUBLIC HEARING
PROPOSED ANNEXATION,
PROPOSED APPLICATION OF TOWN ZONING TO
PROPOSED ANNEXATION AREA, AND
PROPOSED WARD BOUNDARIES**

The Berryville Town Council and Berryville Planning Commission will hold a public hearing on Tuesday, October 12, 2021 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia, to consider public comments on the following matter:

1. Proposed adoption of an Ordinance to provide for annexation of three areas aggregating approximately 130 acres, plus or minus, of the territory of Clarke County, Virginia, situated adjacent to the current corporate limits of the Town of Berryville. The area to be annexed will be referred to as Annexation Area B-9. The area to be annexed is illustrated on the map below and is described as follows:

Area 1

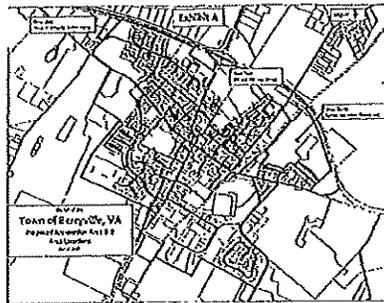
Aggregating approximately 9 acres, plus or minus, of the territory of Clarke County, Virginia situated adjacent to the current western corporate limits of the Town of Berryville encompassing the Town Public Works facility.

Area 2

Aggregating approximately 10 acres, plus or minus, of the territory of Clarke County, Virginia situated adjacent to the current northern corporate limits of the Town of Berryville and two residential properties including .25 acres plus or minus of Virginia Department of Transportation right-of-way on a portion of First Street (Route 615).

Area 3

Aggregating approximately 112 acres, plus or minus, of the territory of Clarke County, Virginia situated adjacent to the current northeastern corporate limits of the Town of Berryville including one residential property and one agricultural property.



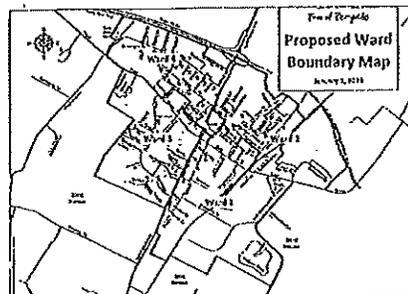
2. Proposed adoption of an Ordinance amending the Berryville Zoning Map to apply Town zoning to the proposed Annexation Area B-9 upon the effective date of annexation, in the following manner:

For the approximate 9-acre area as described above as Area 1, currently zoned Institutional (ITL) by Clarke County, is proposed to be zoned Institutional (ITL) by the Town of Berryville. For the approximate 10-acre area as described above as Area 2, currently zoned Detached Residential-2 (DR-2) by Clarke County, is proposed to be zoned Detached Residential-2 (DR-2) by the Town of Berryville.

For the approximate 112-acre area as described above as Area 3, the portion currently zoned Open Space Residential (OSR) by Clarke County, is proposed to be zoned Open Space Residential (OSR) by the Town of Berryville; the portion currently zoned Business Park (BP) is proposed to be zoned Business Park (BP) by the Town of Berryville; the portion currently zoned Detached Residential-1 (DR-1) is proposed to be zoned Detached Residential-1 (DR-1) by the Town of Berryville; and the portion currently zoned Detached Residential-2 (DR-2) is proposed to be zoned Detached Residential-2 (DR-2) by the Town of Berryville.

3. Adoption of an Ordinance pursuant to the Charter of the Town of Berryville, Chapter 1, Section 1.3, by which the Town of Berryville shall be divided into four (4) Wards, and by which Ordinance the boundaries of the four Wards shall be determined so as to evenly distribute the population of the Town of Berryville. Pursuant to the Charter of the Town of Berryville, Chapter 3, Section 3.1, the Council of the Town shall consist of a Mayor, a Recorder, and four (4) Council Members. All four (4) Council Members shall reside one in each of the four (4) Wards of the Town.

A map of the proposed boundaries of the four Wards, which boundaries would be revised by the proposed Ordinance so as to effect an even distribution of the population of the Town pursuant to the 2010 U.S. Census and the proposed annexation of territory of Clarke County, Virginia, effective 12:01 a.m. on January 1, 2022, is published below.



The annexation, if approved, will become effective on January 1, 2022.

Any person desiring to be heard regarding the above matter 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

Berryville - Clarke County
Government Center
101 Chalmers Court, Suite A
Berryville, VA 22611



[T] 540/955-1099
[R] 540/955-4524
[E] info@berryvilleva.gov
www.berryvilleva.gov

BERRYVILLE
EST. 1798 *Genuine* VIRGINIA

June 24, 2021

The Honorable David Weiss, Chairman
Clarke County Board of Supervisors
101 Chalmers Court
Berryville, VA 22611

Dear David:

This letter is written regarding the proposed annexation of +/- 130 acres of land in the County of Clarke by the Town of Berryville on January 1, 2022. The properties in question fall within Sub-Areas 2, 10, 13, 14, 15, and 16 of the Berryville Area Plan as identified on the attached Map 4 - Berryville Area Plan Land Uses (2015).

The following properties are being considered for annexation on January 1, 2022:

Town of Berryville Public Works

Location: 201 Tom Whitacre Circle
Tax Map Parcel number: 14-((A))-6
Total Acreage: 8.9368 acres
BAP Sub Area: 2
Current Use: Public Works yard
of Lots: 1
Zoning: Institutional (ITL)
Population: 0
Owner: Town of Berryville
Additional Information: 201 Tom Whitacre Circle is connected to both public water and public sewer service.

Harry Lee Arnold, Jr.
Mayor

Ivocka L. Gibson
Recorder

Donna Marie McDonald
Ward 1

Council Members
Diane Harrison
Ward 2

Grant Mazarino
Ward 3

Kara C. Rodriguez
Ward 4

Keith R. Dalton
Town Manager

341 and 343 First Street

Location: 341 and 343 First Street
Tax Map Parcel numbers: 14A2-((20))-A1 and 14A2-((20))-A
Total Acreage: .55 acres and 9.24 acres
BAP Sub Area: 10
Current Use: Residential
of Lots: 2
Zoning: Detached Residential-2 (DR-2)
Population: +/- 4
Owners: BREESE BETTY LOU and PARET CHARLES P
Additional Information: A minor subdivision was approved in 2005 to create parcel A1.
341 First Street is connected to both public water and public sewer service.
343 First Street is connected to public water service.

Bel Voi and Friant Properties

Location: 25 Battletown Drive; two surrounding parcels
Tax Map Parcel numbers: 14-A-81; 14-A-80 and 14 A 112
Total Acreage: 11.47 acres; 97.846 and 2.195 acres
BAP Sub Areas: 13-16
Current Use: Residential and agricultural
of Lots: 3
Zoning: Open Space Residential (OSR) and Detached Residential-1 (DR-1); Detached Residential-1 and -2 (DR-1 and DR-2), Business Park (BP), and Open Space Residential (OSR)
Population: +/- 6
Owners: EMMA, ROBERT MAXWELL; FRIANT ENTERPRISES LP LLP
Additional Information: Friant Enterprises parcels are on the market and residential development is anticipated.
25 Battletown Drive is connected to both public water and public sewer service.

Annexation is proposed at this time because it is expected that the development process may soon begin on the Friant property. The Agreement Defining Annexation Rights (Agreement) permits annexation only at the beginning of a given year. If annexation is not pursued now, then the next time such an action can be taken is

Weiss
June 23, 2021
Page 3

January 1, 2023, and if the development of the property begins in the near term, new residents would likely have to navigate a period of time when they would not be eligible for Town services. Accordingly, we are of the opinion that the annexation should proceed under Section 3 (c) of the Agreement. The section in question permits annexation by mutual agreement between the Town and County.

Community Development staff is developing a detailed schedule for the annexation. It is expected that the schedule will include a joint public hearing between the Town Council and the Board of Supervisors in October 2021.

Please find attached a packet of information on the proposed annexation. Let me know if you have any questions or comments.

Sincerely,



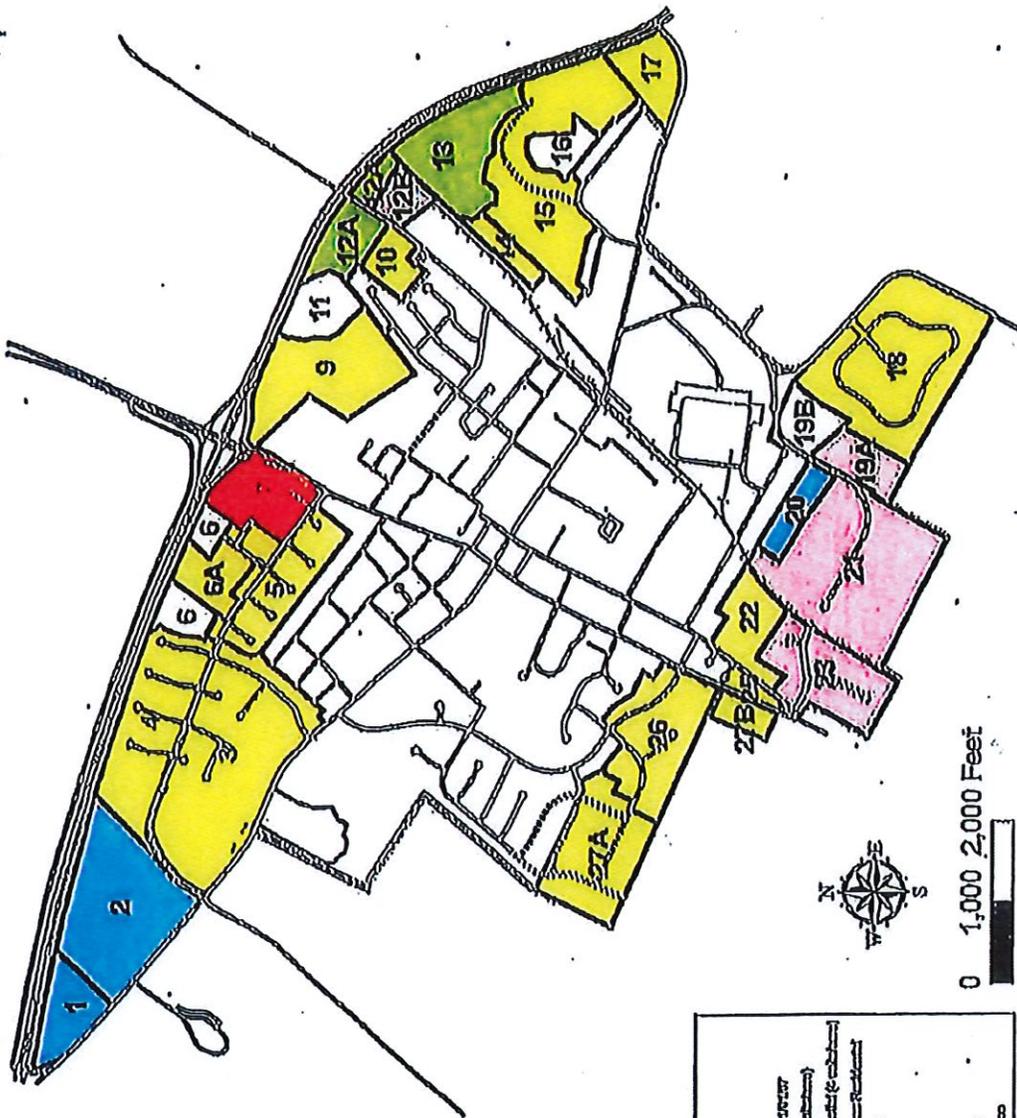
Harry Lee Arnold, Jr.

Enc./6

- Berryville Area Plan Land Use Map (2015)
- Berryville Area Plan Sub-Area descriptions
- Vicinity map
- Town of Berryville Public Works plat
- 341 and 343 First Street plat
- Frlant/Emma plat

Cc: Keith Dalton, Town Manager, via email
Chris Boles, County Administrator, via email
Brandon Slidham, Planning Director, via email
Christy Dunkle, Director of Community Development, via email

MAP 4 - Berryville Area Plan Land Uses (2015)



- Existing Roads
- Proposed Roads
- Proposed
- Berryville Town
- Low Density Residential (R)
- Medium-Low Density Residential (RM)
- Medium Density Single-Family Residential (R1)
- High Density Residential (R2)
- Community Office
- Light Industrial
- Medium Industrial
- Heavy Industrial
- Public Use
- Neighborhood Preservation



0 1,000 2,000 Feet

Document File Name: C:\Users\jgibson\Documents\2015 Berryville Area Plan Land Uses.mxd

A-4

The area is served by a private water line that is maintained by the property owners or by private agreement with the Town, and the two users use septic drainfields. It was determined that while these businesses may expand, significant additional development of this Sub-Area is unlikely. A parish hall was added to the church parcel in 2013. The extension of Town-maintained utilities is recommended if any additional development occurs.

Businesses in this Sub-Area are accessed via Route 7 Business as their Route 7 frontages are designated as limited access. Given the Sub-Area's location to the Route 7/Route 7 Business intersection, it is a potential location for a future park-and-ride commuter lot. Given that this Sub-Area has excellent highway visibility and limited vegetative cover, planning for any development must address issues of buffering, open space and landscaping. The overall appearance of this property, as seen from both highways, must be a significant factor in selecting its most appropriate uses. In this context, any development proposals for the land must be carefully weighed against the planning goals and objectives related to the entry corridors of the Berryville Area. Due to the Sub-Area's location, historic access corridor ordinance and design guidelines should be adhered to and addressed in any development applications.

SUB-AREA 2

Name:	FAIRGROUNDS
Acres:	58.9 acres
Land Use Designation:	Institutional
Annexed:	No

Sub-Area 2, containing approximately 58.9 acres, is comprised of the Rural fairgrounds, two single-family homes, a commercial recreation business, two of the Town's municipal water storage facilities and Town public works shop and storage area. The zoning applied to this Sub-Area is Institutional and Historic Access Corridor Overlay. Its northerly and southerly boundaries are Route 7/Bypass and Route 7 Business, respectively. The westerly boundary is delineated by the common property line with Sub-Area 1, while the easterly limits of the Sub-Area generally correspond to the north/south ridge whereon the existing water tanks are sited. The Town's Public Works Department has access to sanitary sewer since the development of the Clarke County High School in Sub-Area 3. Utilities have not been extended past this point and the Sub-Area has not been annexed by the Town.

While the majority of this Sub-Area consists of the fairgrounds, there is the potential for future re-development. The Institutional zoning district allows for low- to moderate-income housing to be constructed allowing 12 units per net developable acre with an approved Special Use Permit. The maximum potential density is 540 units. The installation of Town utilities would be required of any developer who chose to build in this Sub-Area.

The Institutional/Public Use planning designation supports and characterizes the dominant existing site uses. The historic access corridor district regulations impact this Sub-Area and provide for design review treatment of any subsequent development proposals. The Sub-Area has generally stable land uses given its major use as the County fairgrounds and Town water facilities. As such, no additional urban uses should be prescribed for the Sub-Area.

Transportation improvements to the Sub-Area shall include provision for pedestrian movements, via sidewalks and paths, along Route 7 Business given the public nature uses in the Sub-Area. Due to its location to the Route 7 Bypass, a park and ride facility would be appropriate for this Sub-Area and should be considered in the future.

SUB-AREA 3

Name: HIGH SCHOOL/BATTLEFIELD ESTATES SOUTH
Acreage: 84.4 acres
Land Use Designation: Low Density Residential
Annexed: Yes

Sub-Area 3 contains approximately 84 acres and is located entirely within Town limits. It is bordered on the south by Route 7 Business and the Berryville Corporate Limits. The north and west boundaries of the Sub-Area is Mosby Boulevard. Sub-Area 3 is the location of the Clarke County High School which was completed in the fall of 2012. 71 single-family homes were removed from the original yield of 290 homes in order to build the high school. A total of 143 single-family homes are constructed within this Sub-Area in the Battlefield Estates Subdivision with two undeveloped lots remaining. The zoning in Sub-Area 3 is DR-4 Detached Residential.

The residential density should not exceed two residential units per net developable acre. Density calculations should be based on the developable or net acreage of a parcel so as to better reflect its actual development potential.

Significant transportation improvements have occurred in Sub-Area 3 since the Area Plan's development. The Mosby Boulevard extension which was part of the Berryville Area Plan Proposed Road Network was completed in 2012. A roundabout was added to the intersection of West Main Street (Business 7), Mosby Boulevard and Westwood Road and has been an effective tool for traffic management. A multi-use trail was constructed by the Town in the mid-2000s that runs along the Clarke County High School site. The path was paved as a part of the high school development and is now extended to Chet Hobart Park. The path also follows the new portion of Mosby Boulevard from the intersection to existing sidewalks.

As of 2015, this Sub-Area is close to maximum build-out assuming the Clarke County High School property cannot be further developed. This Sub-Area may be a candidate for removal from the Plan in the near future.

SUB-AREA 4

Name: BATTLEFIELD ESTATES NORTH
Acreage: 50.1 acres
Land Use Designation: Low Density Residential
Annexed: Yes

Sub-Area 4, containing approximately 50.1 acres, is located between Mosby Boulevard to the south, Route 7 Bypass to the north, Hancock Court to the east, and the Ruffian Fairgrounds to the west. The parcels within this Sub-Area are zoned Detached Residential-4 (DR-4) and have been

SUB-AREA 10

Name: FIRST STREET RESIDENTIAL AREA
Acres: 9.5 acres
Land Use Designation: Low Density Residential
Annexed: No

Sub-Area 10, originally containing approximately 9.5 acres, is bounded on the south by the previous Town corporate limits with the Battletown townhouses beyond. The previously described ridge formation establishing its western boundary is common with Sub-Areas 9 and 11. The northerly boundary follows the centerline of the stream, Buckmarsh Run that drains the majority of this Sub-Area. To the east, a number of residences line the First Street frontage across from the industrial property on the east side of First Street.

The property within this Sub-Area, known as Apple Glen, was previously subdivided into 67 quarter-acre lots using property in both Sub-Areas 9 and 10. The parcels within the development are zoned Detached Residential-4 (DR-4). The subdivision was fully built out as the Darbybrook Subdivision in 2005 and 2006 using the general layout from the original subdivision. This portion of the Sub-Area has been annexed into the Town and has been removed from the Plan with the 2015 update. Also in conjunction with the 2015 update, the stormwater detention facility that serves Darbybrook Subdivision and is located at the end of Page Street is removed from the plan. This change results in a maximum development yield for Sub-Area 10 of six (6) units.

This Sub-Area also includes two parcels that front on First Street and are not part of Darbybrook Subdivision. These parcels are zoned Detached Residential-2 (DR-2) and have not been annexed by the Town.

SUB-AREA 11

Name: SOLDIER'S REST PRESERVATION AREA
Acres: 13.8 acres
Land Use Designation: Historical/Cultural Preservation
Annexed: No

The configuration of Sub-Area 11, comprising 13.8 acres, establishes a desirable boundary around the historic house, Soldier's Rest. The Sub-Area encompasses the main grounds and physical improvements of Soldier's Rest, with its west, south and east boundaries common with those of Sub-Areas 9, 10, and 12, respectively. The northerly Sub-Area boundary is Route 7 Bypass. The Sub-Area is zoned Open Space Residential (OSR). A small portion of the original Sub-Area the storm water detention facility for the Darbybrook Subdivision at the terminus of Page Street zoned Detached Residential-4 (DR-4), was removed in conjunction with the 2015 Plan update.

The OSR zoning designation allows for one (1) residential structure for every ten (10) acres. The district was created to preserve and protect properties with significant cultural and/or historical value; those areas with sensitive environmental features; and promote open space within Annexation Area B. The County's historic resources survey (survey #21-73) states that what is now rear wing of the Soldier's Rest house dates from circa 1769 with a major addition in the 1820's of what is now the front of the house. The several farm related outbuildings date from the

SUB-AREA 13

Name: BUCKMARSII RUN CONSERVATION AREA
Acreage: 32.4 acres
Land Use Designation: Environmental Conservation
Annexed: No

Sub-Area 13, containing approximately 32 acres, is bounded on the northwest by the railroad and on the northeast by Route 7 Bypass. Most of the southern boundary follows the floodplain of Buckmarsh Run, common with Sub-Areas 10, 11, and 12. The entire Sub-Area is located outside of Town limits and is currently undeveloped.

Given the marshy, flood-prone characteristics of the area, it is classified as an environmentally sensitive area and is currently zoned Open Space Residential (OSR). The Open Space Residential

District allows for by-right development of single-family dwellings on lots no smaller than ten (10) acres in size.

Similar to Sub-Area 12A and Sub-Area 12B, this Sub-Area is seasonally wet and has poorly drained bottom land character. The environmental make-up of the sub-area renders it unsuitable for urban land uses, and as such, the land should be viewed as having the lowest comparative development potentials in the Berryville Area. No urban land uses should be permitted for this land unit. Coordination of stormwater management plans with those of other Sub-Areas is critical to preserving the natural integrity of this Sub-Area; every step should be taken so that each Sub-Area detains its run-off on site. Alteration of the Buckmarsh Run stream channel is discouraged.

The southern boundary of this Sub-Area was developed using topographic maps and may include limited areas that are not considered critical environmental areas (e.g., floodplain or flood-prone). In the event that developable land is located along the southern boundary of this Sub-Area through site engineering and analysis, these areas may be considered developable as part of the adjacent Sub-Area.

SUB-AREA 14

Name: NORTHEAST RESIDENTIAL TRANSITION AREA
Acreage: 7.2 acres
Land Use Designation: Medium-Low Density Residential
Annexed: No

Sub-Area 14, containing approximately 7.2 acres, is located just to the southeast of the railroad right-of-way that also corresponds to the current boundary of the Town of Berryville. The Sub-Area is bordered on the south and east by existing development that includes an established neighborhood of single-family detached homes. The Sub-Area is bounded on the east by a well-defined natural swale, which drains into the lowlands of Sub-Area 13. The entire Sub-Area is currently located outside of Town limits.

The Sub-Area is undeveloped and the physiography of the site with limited transportation access is not conducive to intensive land uses, particularly industrial uses. Mixed hardwood vegetation is

scattered throughout the planning unit, affording opportunities for visual buffers for the residential area to the south. Future land uses should be clustered so as to preserve the site's natural drainage way.

Transportation planning for Sub-Area 14 shall provide for connections through the existing Battletown Subdivision as well as potential linkages into Sub-Area 15. Transportation planning should also consider the potential for any developer-funded local collector road options that could be identified to provide direct connectivity from this Sub-Area to Hart Main Street.

The Sub-Area is currently zoned Business Park (BP) and is adjacent to the Norfolk Southern Railroad. Modifying this land use and its zoning should be considered due to its lack of vehicular access. Access is currently from Cattleman's Lane which is owned by Norfolk Southern Railroad. This road is substandard in width and is not publicly maintained making it unsuitable for business access absent substantial investment in a new industrial collector road.

This Sub-Area, previously designated as Sub-Area 14A, was originally recommended for light industrial uses due to its proximity to the Norfolk-Southern Railroad. In conjunction with the 2015 Plan update, this Sub-Area is now recommended for development of medium-low density residential as a transition area between the railroad and the adjoining low-density residential uses recommended for Sub-Area 15. Given the challenges of developing safe and effective ingress/egress for industrial traffic, this Sub-Area would be better served by lower-capacity residential streets constructed as part of a phased development plan that could occur in the future in Sub-Area 15.

Zoning requirements should encourage that residential development be planned in clusters. Cluster design for the residential neighborhood would provide the opportunity to reserve sensitive environmental areas and natural drainage ways, which would in turn, provide for more efficient use of the land. Clustering would also be an important tool by which land disturbance and grading activities could be confined.

It should be noted that the majority of the land contained in the Sub-Areas 13, 14, and 15 are in common ownership as of the 2015 Berryville Area Plan update. This presents the potential opportunity of facilitating a master plan development for these Sub-Areas including, but not limited to, the following elements:

- o Transportation connectivity and improvements (see discussion under Sub-Areas 15 and 17).
- o Cluster design to reduce infrastructure costs and adverse environmental impacts.
- o Walkability elements including sidewalks and walking trails.
- o View shed protection.
- o Master planning for public water, public sewer, and stormwater infrastructure.
- o Cash proffers or other developer-funded improvements to mitigate the impact of new development on Town and County capital needs.

If supported by a master plan of development that effectively addresses these and other elements, Sub-Area 14 supports medium-low density residential development at a density of 4 units per acre. The maximum potential yield for this Sub-Area is 28 units. The original Berryville Area Plan

Identified Future Land Uses in Table V-1 and included planned yields for respective commercial and residential development. Of the residential development that has occurred in Annexation Area B through 2015, 195 residential units of the planned yield had not been constructed. Additional density that would allow for a portion of these units to be included in this Sub-Area would come from these unused residential units.

SUB-AREA 15

Name: NORTHEASTERN RESIDENTIAL GROWTH AREA
Acreage: 63.1 acres
Land Use Designation: Low Density Residential
Annexed: No

Sub-Area 15, containing approximately 63 acres, surrounds the large historic house, Bel Voi, and is bounded on its outer limits by the Route 7 Bypass and the lowlands of Sub-Area 13 to the north, a well-defined drainage way to the west and the Battletown Subdivision to the south. The land is currently zoned Detached Residential-1 (DR-1). The entire Sub-Area is located outside of Town limits. The boundaries of this Sub-Area were revised with the 2015 Plan update to incorporate previous Sub-Area 14B, which was recommended for medium-low density residential uses. The revised Sub-Area 15 is now recommended for low-density residential uses consistent with the DR-1 zoning.

Approximately one-third of the area has slopes greater than fifteen percent, with a portion of the slopes exceeding twenty-five percent. The Sub-Area has minor, scattered tree cover and several defined drainage swales which must be addressed from both a site planning and stormwater management standpoint.

The land is highly visible from the Route 7 Bypass. In this regard, future development must be carefully sited. Further, land use proposals should respect the location and soils of the existing historic residence on adjoining Sub-Area 16.

Transportation planning for the Sub-Area should emphasize sensitively located linkages to and through Battletown Subdivision and the other Sub-Areas that make up this quadrant. However, given the low capacity nature of Battletown's residential streets, additional access options to Sub-Area 15 should be explored. A primary access to serve the entire Sub-Area shall be developed through Sub-Area 17 providing an uninterrupted, direct connection to Route 7 Business. Access to Route 7 Bypass is restricted. The internal street system within Sub-Area 15 should be aligned to provide secondary connections to Sub-Areas 14 and 17 and Battletown Subdivision in the town to the south but only after the aforementioned primary access is accepted for public use.

This Sub-Area, with substantial contiguous frontage to Route 7 Bypass, is designated for Low Density Residential uses. Based on preliminary planning analysis, the Sub-Area has an estimated land holding capacity for approximately 81 residential units. The clustering of housing should be a design objective for this Sub-Area.

As previously noted, the majority of Sub-Areas 13, 14, and 15 are in common ownership as of the 2015 Berryville Area Plan update. This presents the potential opportunity of facilitating a master plan development for these Sub-Areas including, but not limited to, the following elements:

- Transportation connectivity and improvements (see discussion under Sub-Area 15 and 17).
- Cluster design to reduce infrastructure costs and adverse environmental impacts.
- Walkability elements including sidewalks and walking trails.
- Viewshed protection.
- Master planning for public water, public sewer, and stormwater infrastructure.
- Cash proffers or other developer-funded improvements to mitigate the impact of new development on Town and County capital needs.

If supported by a master plan of development that effectively addresses these and other elements, Sub-Area 15 could support medium-low density residential development at a density of 4 units per acre. The original Berryville Area Plan identified Future Land Uses in Table V-1 and included planned yields for respective commercial and residential development. Of the residential development that has occurred in Annexation Area B through 2015, 195 residential units of the planned yield have not been constructed. Additional density that would allow for a portion of these units to be included in this Sub-Area should be considered.

Transportation access to Sub-Area 15 is a challenging element due to the fact that the historic Bel Voi house is located on an 11.47 acre parcel that overlaps Sub-Areas 15 and 16 and extends northward to Buckmarsh Run and the planning boundary with Sub-Area 13. Connectivity between the west and east sides of Sub-Area 15 can only be achieved with future cooperation with the owner of the Bel Voi parcel. Absent this participation, the challenge will be to develop separate access plans that do not adversely impact existing transportation networks.

SUB-AREA 16

Name:	BEL VOI PRESERVATION AREA
Acres:	8.9 acres
Land Use Designation:	Historical/Cultural Preservation
Annexed:	No

Sub-Area 16, containing approximately 9 acres, partially encompasses the property immediately surrounding the existing historic residence, Bel Voi, contiguous to Battletown Subdivision. The land is zoned Open Space Residential (OSR). The planning unit is surrounded on the west, north and east by Sub-Area 15 and on the south by the existing residential subdivision. The Sub-Area has not been annexed by the Town.

The Sub-Area is designated for planning purposes as historical and cultural preservation, recognizing the existing home and grounds, known as Bel Voi, for both its cultural and historical significance within the Berryville community (survey #21-142). The County's historic resources survey states that the north wing of the house was built circa 1825, with additions made in 1953 and 1971. In addition to the brick vernacular residence, a brick smoke house, and a 4-bay brick slave's quarters (renovated as a guest house) are also on the property. The geographical limits of the Sub-Area are so defined as to create sufficient setbacks and buffer opportunities from any

future development on the contiguous undeveloped property. Given its high visibility and unique architectural features, Bel Voi should be preserved and considered as a focal point around which any future land uses should be carefully sited.

It should be noted that the historic Bel Voi home lies on an 11.47 acre parcel that is mostly within Sub-Area 16 but also partially extends into Sub-Area 15 to Buckmarsh Run adjacent to the environmentally-sensitive Sub-Area 13. The boundaries of Sub-Area 15 were originally drawn not to capture the physical boundaries of this parcel, but to account for existing topography and viewsheds surrounding the historic home. As noted in the description for Sub-Area 15, the boundaries of the Bel Voi parcel present some challenges to the future master planning of development on adjacent Sub-Areas. Regardless of the participation of the owner of Bel Voi in a future development project, it is recommended that the boundaries and recommended development density of Sub Area 16 be retained and any adjoining development project shall provide appropriate mitigation measures (e.g., buffers, architectural features) to further protect the historic home.

SUB-AREA 17

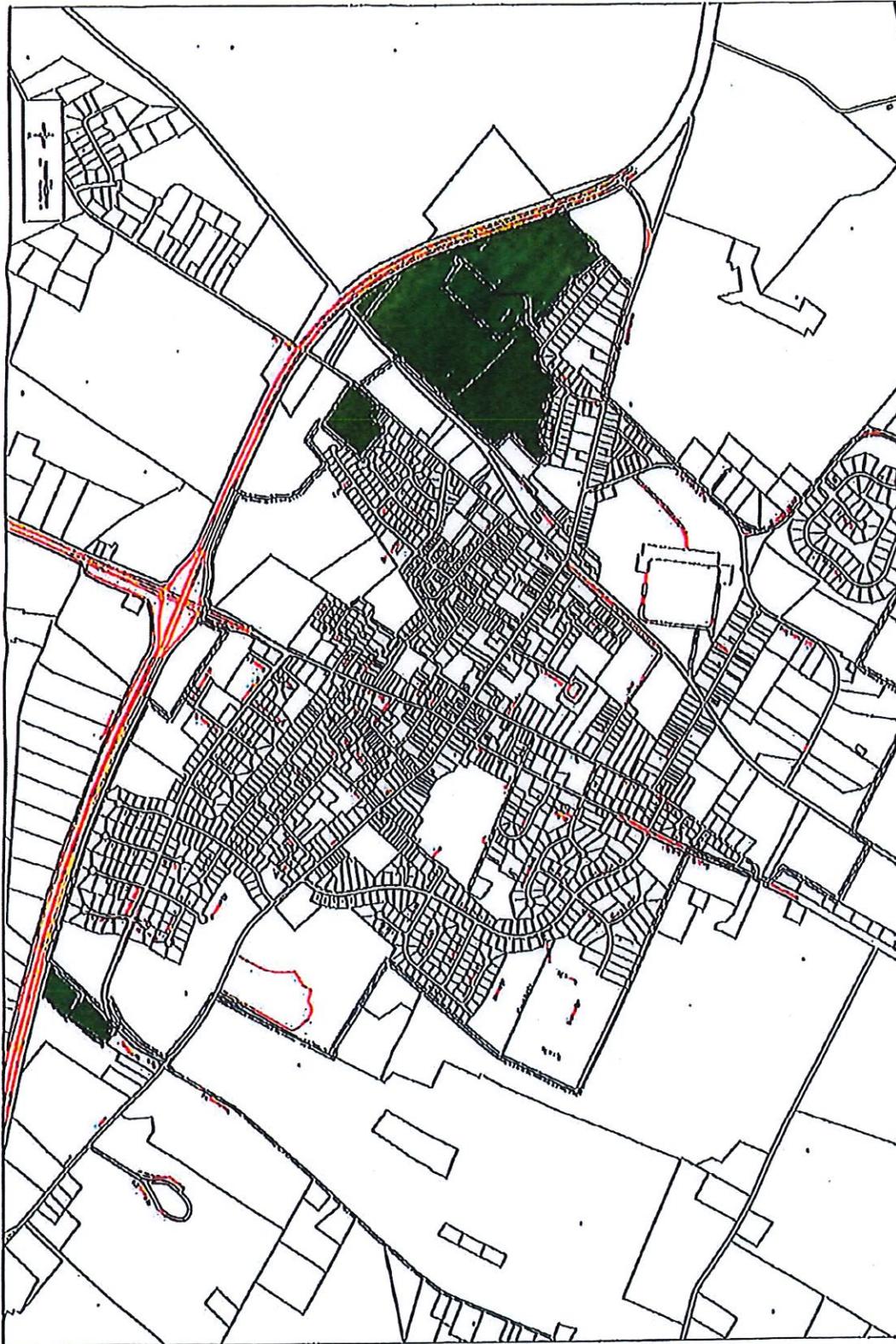
Name: EASTERN GATEWAY
Acreage: 15.1 acres
Land Use Designation: Low Density Residential
Annexed: No

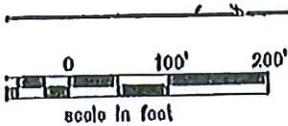
A residual portion of Audley Farm when the Route 7 Bypass was constructed, Sub-Area 17, containing approximately 16.0 acres, is located immediately west of the Route 7 Bypass/Route 7 Business intersection, at the easterly entrance into the Berryville Area. This land has its northern border defined by the Route 7 Bypass, southern and eastern borders defined by Route 7 Business, and Sub-Area 15 and Battletown Subdivision in the Town establishing its western limits. This Sub-Area is zoned Detached Residential-1 (DR-1) and has not been annexed by the Town.

The land is highly visible from the Route 7 Bypass/Business intersection and is considered the eastern entrance to the Town of Berryville. Future development should be designed with frontage roads, significant landscape buffers, or other devices to present the most attractive face of a development toward this important entry corridor.

Transportation planning for Sub-Area 17 should be analyzed for appropriate access. The priority in planning for the transportation element in this area (including Sub-Areas 13, 14, 15, 16, and 17) should be to explore an access point to Route 7 Business for a future local collector road system, in addition to the public rights-of-way through Battletown subdivision. This local collector road would serve as the primary means of ingress/egress for future development in the aforementioned Sub-Areas. The priority should be to develop a new access to Route 7 Business before accessing existing stub streets in the Battletown subdivision.

As previously noted, the majority of Sub-Areas 13, 14, and 15, are in common ownership as of the 2015 Berryville Area Plan update. This presents the potential opportunity of facilitating a master plan development for these Sub-Areas with the owner of Sub-Area 17 including, but not limited to, the following elements:





accordance with the design of the undersigned owner of said lands and the same as shown by the plat hereto submitted in the aforesaid Clerk Office.

for Runyon Club of Clarke County, Inc

Commonwealth of Virginia, City/County of CLARKE, do hereby certify that said City/County of CLARKE, has acknowledged the same before me.

My commission expires 11/20/2021

Notary Public: *John Kellan*

to wit, **LESLIE KELLEY**, a Notary Public whose name is signed in the Omit
Clara F. Hillman
Paul Z. Johnson President
 Given under my hand this 18 day of November

for Town of Derryville, Virginia

Commonwealth of Virginia, City/County of CLARKE, do hereby certify that said City/County of CLARKE, has acknowledged the same before me.

My commission expires 11/20/2021

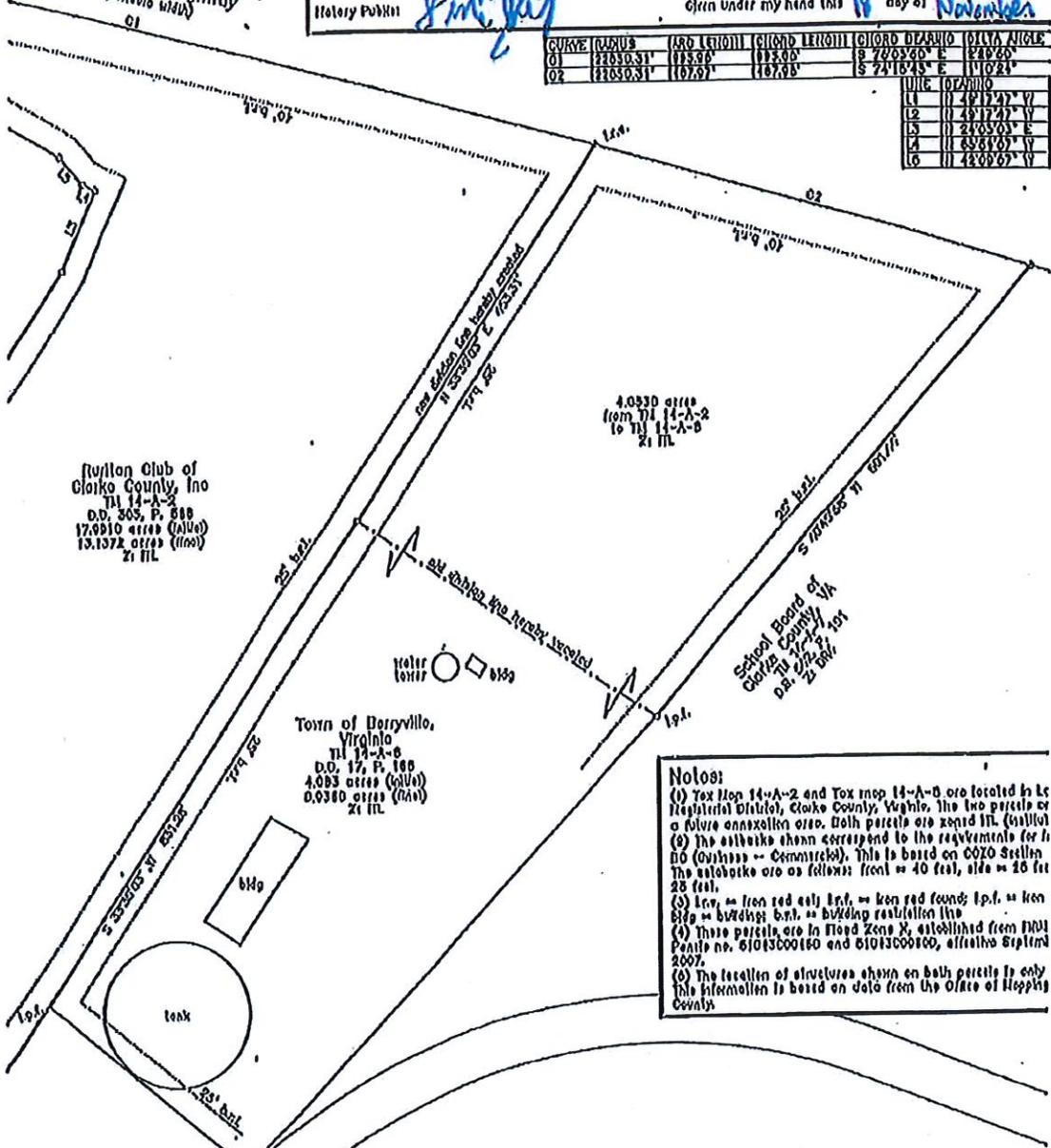
Notary Public: *John Kellan*

to wit, **LESLIE KELLEY**, a Notary Public whose name is signed in the Omit
Kevin R. Rouse
Thomas W. Wainwright
 Given under my hand this 18 day of November

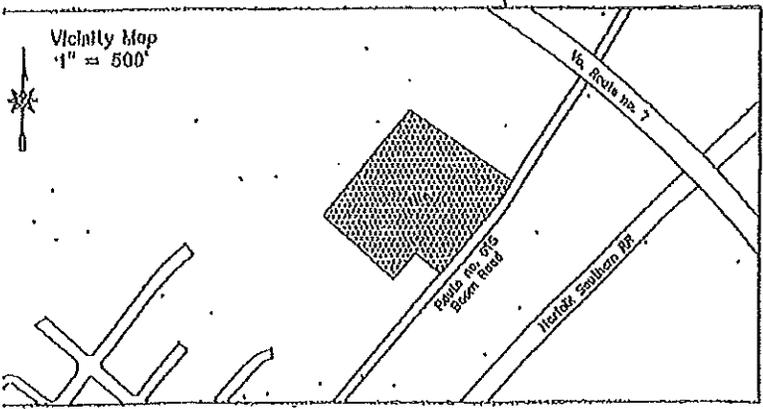
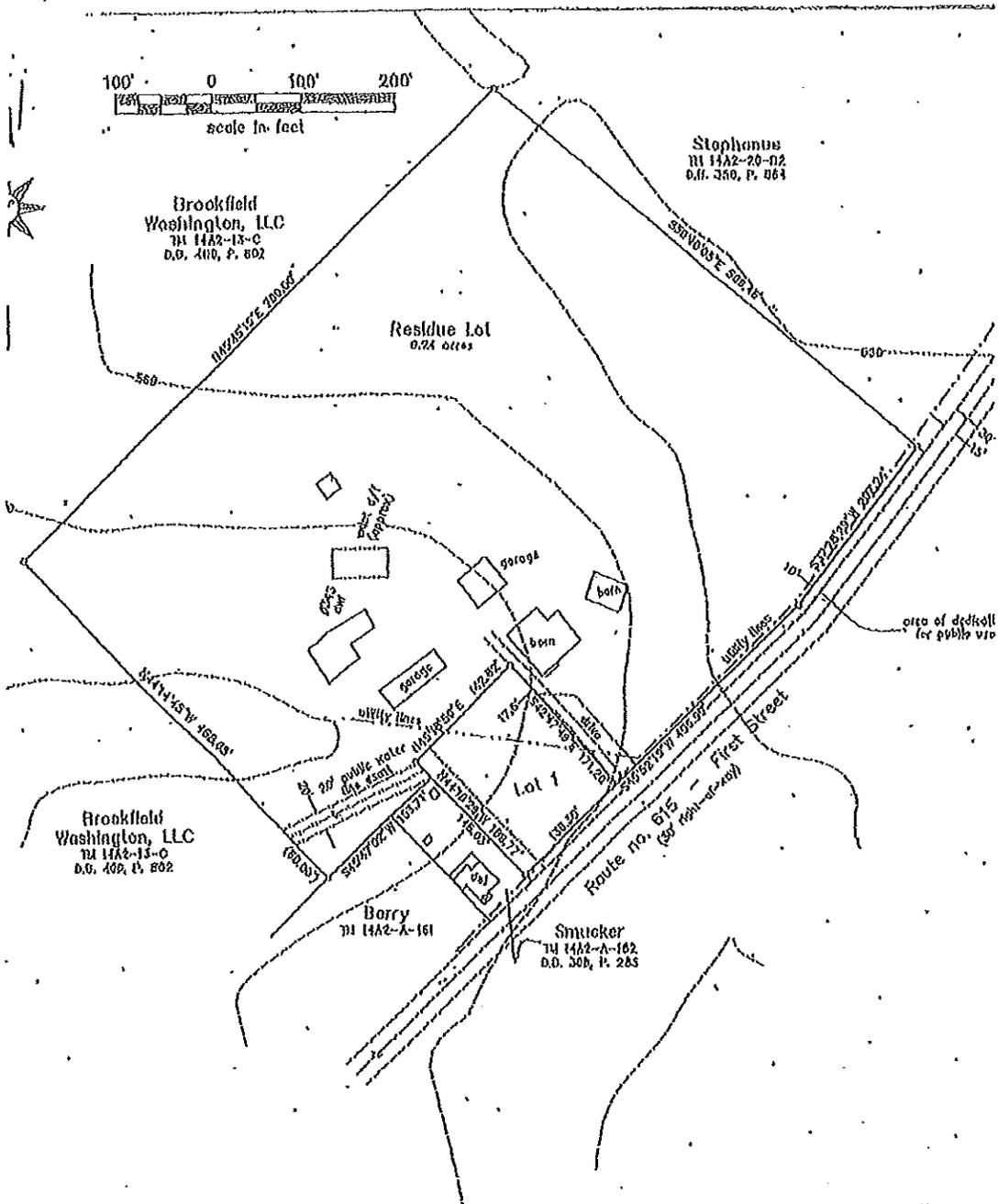
VA Route no. 7 (Bypass)
 Harry Byrd Highway
 (variable width)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
01	22830.31'	183.90'	183.90'	S 72°03'20" E	248.20°
02	22830.31'	187.57'	187.57'	S 74°16'25" E	110.21°

LINE	BEARING	LENGTH
11	S 21°17'27" W	12.00'
12	S 49°17'27" W	12.00'
13	S 2°03'03" E	12.00'
14	S 63°03'03" W	12.00'
15	S 42°03'03" W	12.00'



Notes:
 (1) Tax Map 14-A-2 and Tax Map 14-A-B are located in Lee Memorial District, Clarke County, Virginia. The two parcels are a future annexation area. Both parcels are zoned ILL (Industrial).
 (2) The setbacks shown correspond to the requirements for ILL (Industrial - Commercial). This is based on COZO Section 10 (Setbacks - Commercial). The setbacks are as follows: front = 40 feet, side = 25 feet 25 feet.
 (3) L.R. = Iron red earth; R.F. = Iron red sand; E.P.I. = Iron bldg = building; B.R.I. = building reconstruction line.
 (4) These parcels are in Flood Zone X, established from FIRM Panel no. 61013D00180 and 61013D00280, effective September 2007.
 (5) The location of structures shown on both parcels is only for information and is based on data from the Office of Mapping County.

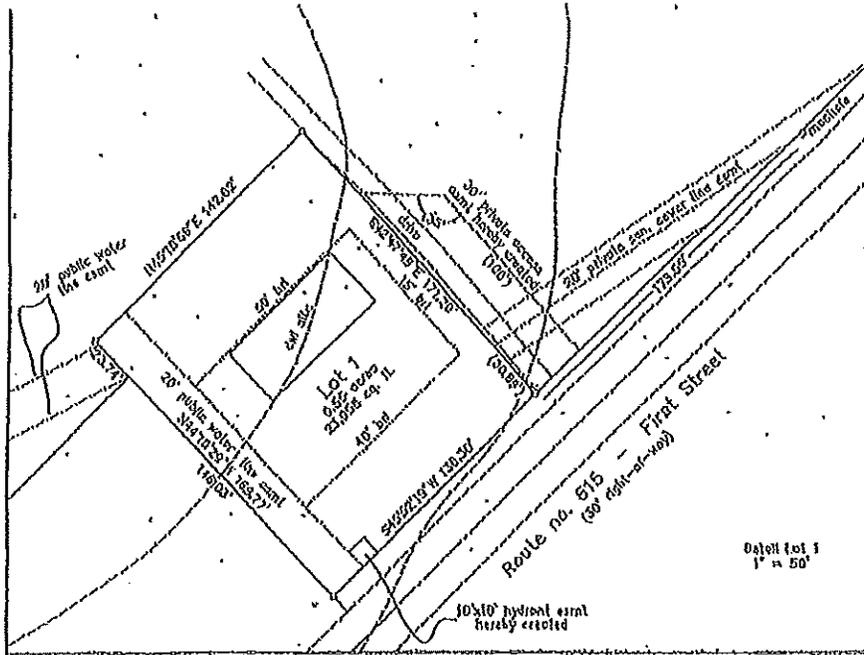


Approved
[Signature]
Town Planning

Date: 10.24.05

Area Tabulation:

5.03 acres	area of RI 14A2-20-
0.14 acres	area dedicated for pub
0.55 acres	area of Lot 1
0.24 acres	area of Residue Lot



Detail lot 1
1" = 50'

Surveyor's Certificate: I, W. Stuart Dunn, a duly authorized Land Surveyor in the Commonwealth of Virginia, hereby certify that the land herein subdivided is in the name of Michael A. Kirby and Catherine M. Kirby, and acquired by them as stated in the Owner's Certificate. I certify that the tracts of land are properly and are detailed correct within the Subdivision Ordinance of Clarke County, Virginia.

W. Stuart Dunn, C.S. #2000
Berryville, Virginia

Owner's Certificate: The undersigned fee simple owners hereby certify that the foregoing subdivision (20) as shown on Clarke County Tax Map 14A2, recorded in the name of Michael A. Kirby and Catherine M. Kirby, and recorded in Deed Book 217, Page 302, Deed Book 177, Page 703, and Deed Book 176, Page 012, with of the Clerk of the County of Clarke County, Virginia, is made with the best consent and in accordance with the its undivided interest of said land and the same is hereby confirmed and established for record in the office of the Clerk of the County of Clarke County, Virginia.

Michael A. Kirby
Michael A. Kirby

Catherine M. Kirby
Catherine M. Kirby

Commonwealth of Virginia, County of Clarke, to wit:
Acknowledged before me in my County and State aforesaid the 21st day of October, 2005.

Notary Public *Sharon K. Martin* My commission expires 0 - 21 - 04



- Notes:**
- (1) No title report required, easements not shown may exist.
 - (2) This tract is not in the 100 year flood plain designated by HUD, established by FEMA, effective May 2, 2002.
 - (3) Reticulated easements, if any, to be included with Deed of Dedication of Subdivision.
 - (4) Lots are zoned O1-21 minimum lot area of 20,000 square feet, maximum lot area of 15,000 square feet, yard requirements or setbacks front = 40', side = 15', rear = 50'. accessory structures and trees setback minimum lot width = 125' for interior lots and 150' for corner lots, maximum building height = 35'.
 - (5) The 30' private access easement is for the joint use of Lot 1 and Residue Lot.
 - (6) A water lateral serving Residue lot area is located within the 20' water line easement. An additional note serving Lot 1 can be included within this easement.
 - (7) The 20' water line easement is for the installation of a water lateral from an existing water mainline to the survey of the entire parcel tract.
 - (8) The boundary of this subdivision is based on surveys of record, Dunn Land Surveys, Inc. do not do a plat survey of the entire parcel tract.
 - (9) Address assigned to Lot 1 is 2311 First Street.

Subdivision of the Land of
Michael A. Kirby and Catherine M. Kirby
Deed Book 177, Page 703 Deed Book 176, Page 032 Deed Book 217, Page 3
Tract A ((20)), Tax Map 14A2
Harrisonburg Magisterial District, Clarke County, Virginia



Dunn Land Surveys, Inc.
101 East Main Street
Berryville, Virginia 22011
Tel: 540-955-3300
October 7, 2005
Revised October 20, 21

Survey no.

16-1257

OWNER'S CERTIFICATE BOOK 591 PAGE 754

The attached plat of boundary survey of lands of Priant Enterprises, L.P., L.L.P., a Virginia limited liability company limited partnership, prepared by W. Stuart Dunn, Land Surveyor, dated June 19, 2015 (revised July 17, 2015), located in Dufflotown Magisterial District, Clarke County, Virginia, being a portion of the same property conveyed to Priant Enterprises, a Virginia limited partnership, by Deed from Berryville Lumber Company, Inc., a Virginia corporation, dated July 1, 1986 and recorded in Deed Book 169 at Page 647 in the Office of the Clerk of the Circuit Court of Clarke County, Virginia, and by Deed from Profundus Virginia Properties, Inc., a Virginia corporation, dated July 10, 1990 and recorded in Deed Book 207 at Page 41 in the aforesaid Clerk's Office, is hereby confirmed and submitted for record in the aforesaid Clerk's Office. Priant Enterprises is now a Virginia limited liability limited partnership known as Priant Enterprises, L.P., L.L.P., as appears from the Amended and Restated Certificate of Limited Partnership of record in Partnership Book 2 at Page 783 in the aforesaid Clerk's Office.

Given under our hands this 22nd day of July, 2015.

PRIANT ENTERPRISES, L.P., L.L.P.

By: [Signature]
Managing General Partner

By: [Signature]
Managing General Partner

STATE OF VIRGINIA

COUNTY OF CLARKE, to wit:

The foregoing instrument was acknowledged before me this 22 day of July, 2015, by JOHN R. PRIANT, JR. and KATHERINE F. PUNKHOUSER, Managing General Partners of PRIANT ENTERPRISES, L.P., L.L.P., a Virginia limited liability limited partnership, in behalf of said partnership.

BETTY L. HILLS
Notary Public
Commonwealth of Virginia
Exp. 07/22/2018
My Commission Expires Aug. 01, 2018

[Signature]
Notary Public

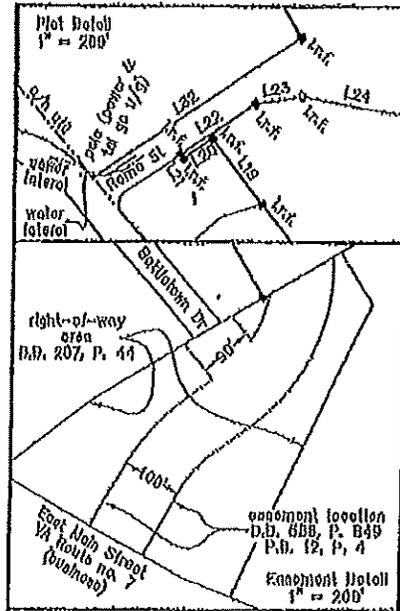
BOOK 591 PAGE 755

Boundary Survey of the Lands of
Priant Enterprises, LP, LLP
 Deed Book 160, Page 517 Deed Book 160, Page 579
 Tax Map 14-A-00
 Deed Book 267, Page 41
 Tax Map 14-A-112
 Dallsotown Kiplerford District, Clarke County, Virginia

Notes:

- (1) No Title Report furnished. Easements of record not shown may exist.
- (2) c.h.m. = concrete highway monuments; l.c.t. = iron rail (round) l.s.o. = iron rail set; l.p.l. = iron pipe found; T.M. = tax map identification number; o/h = overhead utility = utility loop.
- (3) These lands are in Flood Zone X, established from FEMA Community Panel no. 0104300030 and 0104300040, effective September 20, 2007.
- (4) Easement recorded in Deed Book 876, Page 069, over existing drive on TM 14-A-01 for ingress and egress in barn and other agricultural appurtenances.
- (5) The utility markers shown in the Plot Detail leading to TM 14-A-01 are approximate. The location was established by Meter Utility. Prior to any excavation an accurate location should be determined.

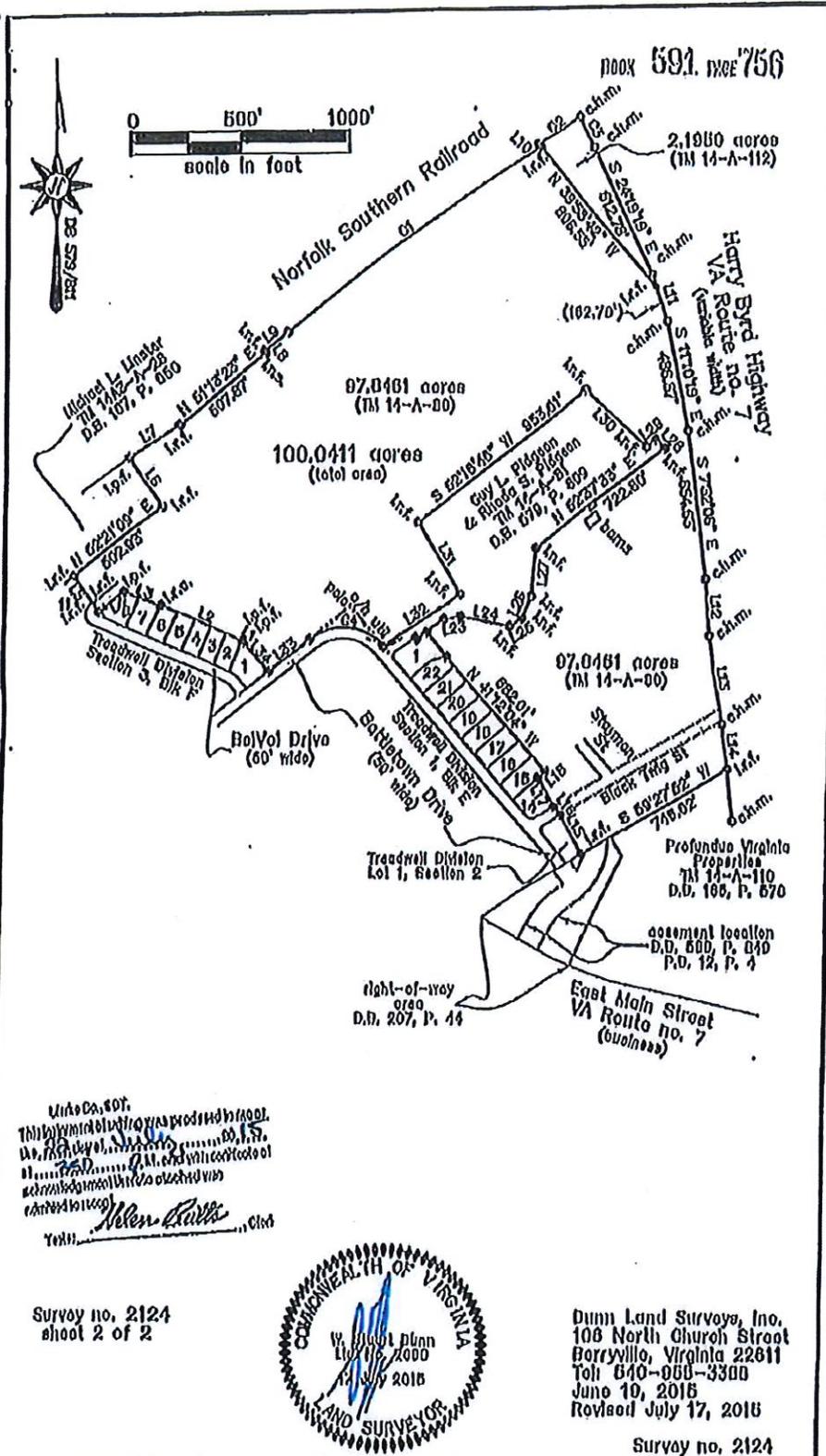
CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING	TANGENT
01	11406.10'	406.42'	709°20'	1464.63'	S 84°48'03" W	709.88'
02	11442.18'	220.06'	168°46'	226.38'	S 69°47'01" W	114.63'
03	5730.72'	138.21'	217°10'	140.21'	N 26°27'04" W	74.02'
04	261.36'	300.20'	00°39'46"	344.08'	N 04°31'09" W	237.12'
LINE	BEARING	DISTANCE				
01	N 89°06'48" W	11.82'				
02	N 00°30'33" W	400.00'				
03	N 08°08'41" W	100.00'				
04	S 82°18'17" W	110.13'				
05	N 37°46'43" W	100.00'				
06	N 34°21'14" W	200.43'				
07	N 08°17'18" E	201.00'				
08	S 39°11'42" E	10.00'				
09	N 01°13'10" E	138.00'				
10	N 47°37'20" W	17.00'				
11	S 10°24'13" E	220.00'				
12	S 01°03'43" E	280.37'				
13	S 09°16'22" E	400.01'				
14	N 07°28'20" E	202.04'				
15	S 30°28'56" E	200.00'				
16	N 40°10'23" W	00.70'				
17	S 36°26'50" E	146.71'				
18	N 48°24'40" E	42.02'				
19	S 38°59'44" E	137.04'				
20	N 56°12'22" E	00.03'				
21	S 33°27'33" E	7.70'				
22	S 08°08'01" W	149.31'				
23	S 00°40'00" W	78.13'				
24	N 79°20'20" W	283.02'				
25	S 58°26'10" W	51.00'				
26	S 22°21'12" W	108.30'				
27	S 08°12'44" W	212.40'				
28	S 48°20'11" E	00.00'				
29	N 61°51'20" E	02.20'				
30	S 40°48'17" E	366.11'				
31	N 31°38'20" W	300.24'				
32	N 50°00'30" E	410.30'				
33	S 08°09'07" W	230.04'				
34	N 41°34'48" W	172.01'				



Survey no. 2124
 sheet 1 of 2

Dunn Land Surveys, Inc.
 108 North Church Street
 Berryville, Virginia 22811
 Tel: 540-680-3300
 June 19, 2018
 Revised July 17, 2018

Survey no. 2124



Witnessed, 807,
 This is to certify that the above is a true and correct copy of the original as shown to me by the surveyor.
 My commission expires on 12/31/2018.
 I, _____, Clerk of the Board of Supervisors,
 do hereby certify that the above is a true and correct copy of the original as shown to me by the surveyor.
 Witness my hand and the seal of the Board of Supervisors this _____ day of _____, 2018.

Survey no. 2124
 sheet 2 of 2



Dunn Land Surveys, Inc.
 108 North Church Street
 Berryville, Virginia 22811
 Tel: 540-988-3300
 June 10, 2018
 Revised July 17, 2018

Survey no. 2124

Virginia Administrative Code
 Title 1. Administration
 Agency 50. Commission On Local Government
 Chapter 20. Organization and Regulations of Procedure

1VAC50-20-540. Annexation.

In developing its findings of fact and recommendations with respect to a proposed annexation, the commission shall consider the information, data, and factors listed in this section. Any city or town filing notice with the commission that it proposes to annex territory shall submit with the notice data and other evidence responsive to each element listed in this section that it deems relevant to the proposed annexation. Any voters or property owners filing notice pursuant to § 15.2-2907 of the Code of Virginia with the commission seeking annexation to a municipality shall submit with the notice data and other evidence responsive to each element listed in this section that they deem relevant to the proposed annexation, except that subdivision 1 of this section is required to be included in the notice filed with the commission.

1. A written notes and bounds description of the boundaries of the area proposed for annexation having, as a minimum, sufficient certainty to enable a layman to identify the proposed new boundary. The description may make reference to readily identifiable monuments such as public roads, rivers, streams, railroad rights of way, and similar discernible physical features.
2. A map showing (i) the boundaries of the area proposed for annexation and their geographic relationship to existing political boundaries; (ii) identifiable unincorporated communities; (iii) major streets, highways, schools, and other major public facilities; (iv) significant geographic features, including mountains and bodies of water; (v) existing uses of the land, including residential, commercial, industrial, and agricultural; and (vi) information deemed relevant as to the possible future use of the property within the area sought for annexation.
3. A land-use table showing both the acreage and percentage of land currently devoted to the various categories of land use in the municipality, the county, and the area proposed for annexation.
4. The past, the estimated current, and the projected population of the municipality, the county affected by the proposed annexation, and the area of the county proposed for annexation.
5. The past, the estimated current, and the projected future number of public school students enrolled in the public schools and the number of school-age children living in the municipality, the county affected by the proposed annexation, and the area of the county proposed for annexation.
6. The assessed property values, by major classification, and if appropriate, the ratios of assessed values to true values for real property, personal property, machinery and tools, merchants' capital, and public service corporation property for the current year and the preceding 10 years for the municipality and the county affected by the proposed annexation, and similar data for the current year for the area of the county proposed for annexation.
7. The current local property and nonproperty tax rates and the tax rates for the preceding 10 years, applicable within the municipality, the county affected by the proposed annexation, and the area of the county proposed for annexation.
8. The estimated current local revenue collections and intergovernmental aid, the collections and aid for the previous 10 years, and projections of the collections and aid (including tax receipts from real property, personal property, machinery and tools, merchants' capital, business and professional license, consumer utility, and sales taxes) within the municipality, and the county affected by the proposed annexation, and similar data for the past year for the area of the county proposed for annexation.
9. The amount of long-term indebtedness and the purposes for which all long-term debt has been incurred by the municipality and the county affected by the proposed annexation.

10. The need in the area proposed for annexation for urban services, including those listed in this subdivision, the level of services provided by the municipality and by the county affected by the proposed annexation, and the ability of the municipality and the county to provide the services in the area proposed for annexation:

- a. Sewage treatment;
- b. Water;
- c. Solid waste collection and disposal;
- d. Public planning;
- e. Subdivision regulation and zoning;
- f. Crime prevention and detection;
- g. Fire prevention and protection;
- h. Public recreational facilities;
- i. Library facilities;
- j. Curbs, gutters, and sidewalks;
- k. Storm drains;
- l. Street lighting;
- m. Snow removal;
- n. Street maintenance;
- o. Schools;
- p. Housing; and
- q. Public transportation.

11. Efforts made by the municipality and the county affected by the proposed annexation to comply with applicable state policies with respect to environmental protection, public planning, education, public transportation, housing, and other state service policies promulgated by the General Assembly.

12. The community of interest which (I) may exist between the municipality and the area proposed for annexation and its citizens and (II) may exist between that area and its citizens and the rest of the county; the term "community of interest" may include consideration of natural neighborhoods, natural and manmade boundaries, the similarity of service needs, and economic and social bonds.

13. Any arbitrary prior refusal to cooperate by the governing body of the municipality or of the county affected by the proposed annexation, if such has occurred, to enter into cooperative agreements providing for joint activities that would have benefited citizens of both localities.

14. The need for the municipality to expand its tax resources, including its real estate and personal property tax base.

15. The need of the municipality to obtain land for industrial, commercial, and residential development.

16. The adverse effect on the county affected by the proposed annexation resulting from the loss of areas suitable and developable for industrial, commercial, or residential use.

17. The adverse effect on the county of the loss of tax resources and public facilities necessary to provide services to those persons in the remaining areas of the county after the proposed annexation.

18. The adverse impact of the proposed annexation on agricultural operations located in the area proposed for annexation.

19. The terms and conditions upon which the municipality proposes to annex, its plans for the improvement of the annexed territory during the 10-year period following annexation, including the extension of public utilities and other services, and the means by which the municipality shall finance the improvements and extension of services.

20. Data pertinent to a determination of the appropriate financial settlement between the municipality and the affected county as required by § [15.2-3211](#) of the Code of Virginia and other applicable provisions of the Code of Virginia.

21. The commission's staff shall endeavor to assist parties contemplating or involved in annexation proceedings by identifying additional data elements considered by the commission to be relevant in the disposition of annexation issues.

Statutory Authority

§ [15.2-2903](#) of the Code of Virginia.

Historical Notes

Derived from VR445-01-02 § 4.1, eff. November 1, 1984; amended, Virginia Register [Volume 22, Issue 26](#), eff. October 4, 2006; [Volume 35, Issue 1](#), eff. October 18, 2018.

Website addresses provided in the Virginia Administrative Code to documents incorporated by reference are for the reader's convenience only, may not necessarily be active or current, and should not be relied upon. To ensure the information incorporated by reference is accurate, the reader is encouraged to use the source document described in the regulation.

As a service to the public, the Virginia Administrative Code is provided online by the Virginia General Assembly. We are unable to answer legal questions or respond to requests for legal advice, including application of law to specific fact. To understand and protect your legal rights, you should consult an attorney.

ANNEXATION
AGREEMENT

AGREEMENT DEFINING ANNEXATION RIGHTS

WHEREAS, the Town of Berryville, Virginia, (herein called "the Town"), and the County of Clarke, Virginia, (herein called "the County"), desire to enter into an agreement defining the Town's annexation rights in the future; and

WHEREAS, the Town Council has completed a study to determine the feasibility of annexing certain lands located in the County adjacent to the corporate limits of the Town; and

WHEREAS, the said study developed a map (see Attachment A) and metes and bounds descriptions (see Attachment B) outlining Areas "A" and "B" in which future annexation by the Town may take place; and

WHEREAS, the Town offers to permanently renounce its right to become a city; and

WHEREAS, the Town and the County desire to enter into an agreement to provide for the regular and orderly urban growth of the Town consistent with the County and Town Comprehensive Plans,

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and in further consideration of the mutual premises and covenants herein contained, the Town and County do mutually agree as follows:

1. The Town, by the execution of this agreement as provided by §15.1-1058.1 of the Code of Virginia, 1960, as amended, does hereby permanently renounce its right to become a city.

2. It is the intent of the Town to annex the area designated as Area "A" in the proposed annexation map, which is attached hereto as Attachment A and incorporated herein by reference as a

part of this agreement, as of January 1, 1989. Such annexation shall be accomplished by enacting a Town Annexation Ordinance after the execution of this agreement by the parties.

3. Any tract of land in Area B, contiguous to the Town, or contiguous to land being simultaneously annexed by the Town, may be annexed by the Town, at its discretion, at any time after joint approval of the land use plan for Area B, as provided in paragraph 6 (a) of this agreement, and (a) the County has taken zoning action after January 1, 1988, to permit development on the tract which requires public water and/or sewer service or (b) the Town has approved a subdivision application for the tract which requires public water and/or sewer service or (c) by mutual agreement of the Town and the County. For purposes of this agreement, "zoning action" shall include zoning, rezoning, approval of a site development plan, or any action to permit a use not permitted by right pursuant to zoning regulations.

4. The annexation of property in Area B shall be effected by Town ordinance; provided, however, no such annexation ordinance shall be adopted by the Town unless prior formal notice has been given to the Board of Supervisors of the County announcing the intention of the Town to adopt such an ordinance, nor until a public hearing, advertised once a week for two successive weeks in a newspaper of general circulation in the County has been held on such proposed annexation. Any annexation ordinance adopted by the Town under the terms of this agreement shall include:

(a) a description of the area to be annexed, such description being of sufficient definiteness to enable location

of the boundaries of the area to be annexed;

(b) information which can be recorded on a map attached to the ordinance, indicating the location of subdivisions, major industrial and commercial sites and vacant areas, as well as other information relevant to the possible future uses of property within the area proposed for annexation; and

(c) a statement of the terms and conditions upon which the annexation will be effected, including provisions for the extension of utilities and for meeting an annexed area's service needs.

5. All annexation shall be made effective as of midnight on December 31 of the year specified, and certified copies of each adopted annexation ordinance shall be filed with the Circuit Court of Clarke County, the Secretary of the Commonwealth, and other State and Federal agencies which require knowledge of local government boundary changes.

8. a) The Town and County agree that in order to have coordinated and meaningful planning and land use regulation and administration in Area B, the County shall designate this area as the County's "Urban Services Area", in and for which Area the County and Town shall, jointly and formally, adopt a specific future land use plan by March 31, 1989. Such jointly adopted future land use plan, as it applies to Area B, shall not be amended in the future without joint approval of the Town and the County. In the event the County and Town do not jointly adopt the future land use plan for Area B by March 31, 1989, or such later date mutually agreed on by the County and Town, then the

parties agree that they will jointly adopt the future land use plan for Area B for which the joint public hearing was held on December 12, 1988. In order that subdivision regulations reflect Town standards for development, the Town or its designated agent shall have exclusive extraterritorial subdivision jurisdiction in all of the Area B - Urban Services Area upon joint adoption of the future land use plan as required herein. The Town and County agree that County zoning ordinances shall apply to all tracts of land in the Area B -- Urban Services Area and shall be administered by the County through its appointed officials until the effective date of annexation of each respective tract of land in Area B by the Town. The Town agrees to permit any land use approved by the County in Area B - Urban Services Area, subject to the performance by the landowner of any conditions or zoning proffers imposed by the County or granted by the applicant at the time of the land use approval, whether by rezoning, special permit, special exception, variance or waiver. Following annexation of an area, the Town or its designated agent shall assume the administration of all zoning and land use control ordinances for the area annexed pursuant to Town zoning and land use control ordinances.

b) The County agrees that all applications in Area B for zoning action shall be referred by the County Planning Administrator for a joint review by the County Planning Commission and Town Planning Commission. The respective commissions may meet jointly and shall make their recommendations jointly or severally, as each respective commission may so desire, to the County Board of Supervisors, as provided by law.

The Town agrees that provided such referrals are made in a timely fashion so as to allow adequate time for review, the Town Planning Commission shall in turn make a timely recommendation, if any, so as not to delay formal action by the County within the statutory time limits for same. Any such referrals by the County to the Town Planning Commission should be made no less than five (5) days prior to any meeting of the Commission during which presentation by the County Planning Administrator and action thereon by the Commission is desired.

c) The County recognizes that portions of Area A and Area B drain into the Town, and that zoning and development in those areas without the Town's review will create an unfair burden on the Town. As a result, the County agrees not to approve any zoning action in Area B - Urban Services Area until the Town has received and commented on the provision of storm water drainage control and the provision of Town public utilities.

7. The County agrees that it shall fund \$75,000 toward necessary stormwater drainage improvements to that portion of Town Run situated outside the existing, preannexation corporate boundaries of the Town at such time that the Town institutes the project.

8. Notwithstanding the terms of this agreement, the Town in no way relinquishes authority or power to use the traditional annexation process authorized by Article I, Chapter 25, Title 15.1 of the Code of Virginia as now in existence or as may be amended in the future, as to any land in the County including Areas A and B.

9. This agreement shall become void in the event no annexation ordinance is adopted by the Town within five (5) years of the date of the final approval of this agreement.

10. Notwithstanding the terms of this agreement, no one residing or owning property in Clarke County (including Areas A and B) is restricted in exercising his or her right to petition for voluntary annexation to the Town of Berryville under §15.1-1034 of the Code of Virginia of 1950, as amended. However, the Town shall reserve its right to reject such annexation petition by ordinance, as provided in § 15.1 - 1034 of the Code of Virginia, 1950, as amended.

11. The Town and County reserve the right to modify this agreement by joint consent. Review and modification of the Area B limits delineated in Attachments A and B, shall be considered in the event that major development is proposed outside the area, but is contingent on the provision of Town services. A request for review may be initiated by the Town or the County. If no such review is requested during the first thirty (30) years the agreement is in effect, one shall be scheduled during the thirtieth year jointly by the County and Town.

12. The Town agrees that upon the effective date of any annexation which is accomplished under the terms of this agreement, the Town shall extend its public safety and other general governmental services to the areas annexed at the same level as there exists within the Town.

Witness the following signatures and seals:

TOWN OF BERRYVILLE
BY *Robert L. G. [Signature]* (SEAL)
Mayor

DATE: 12/29/88

Attest:
Ray E. Feltz Jr.

COUNTY OF CLARKE
BY *John D. Handberg* (SEAL)
Chairman

DATE: 12/29/88

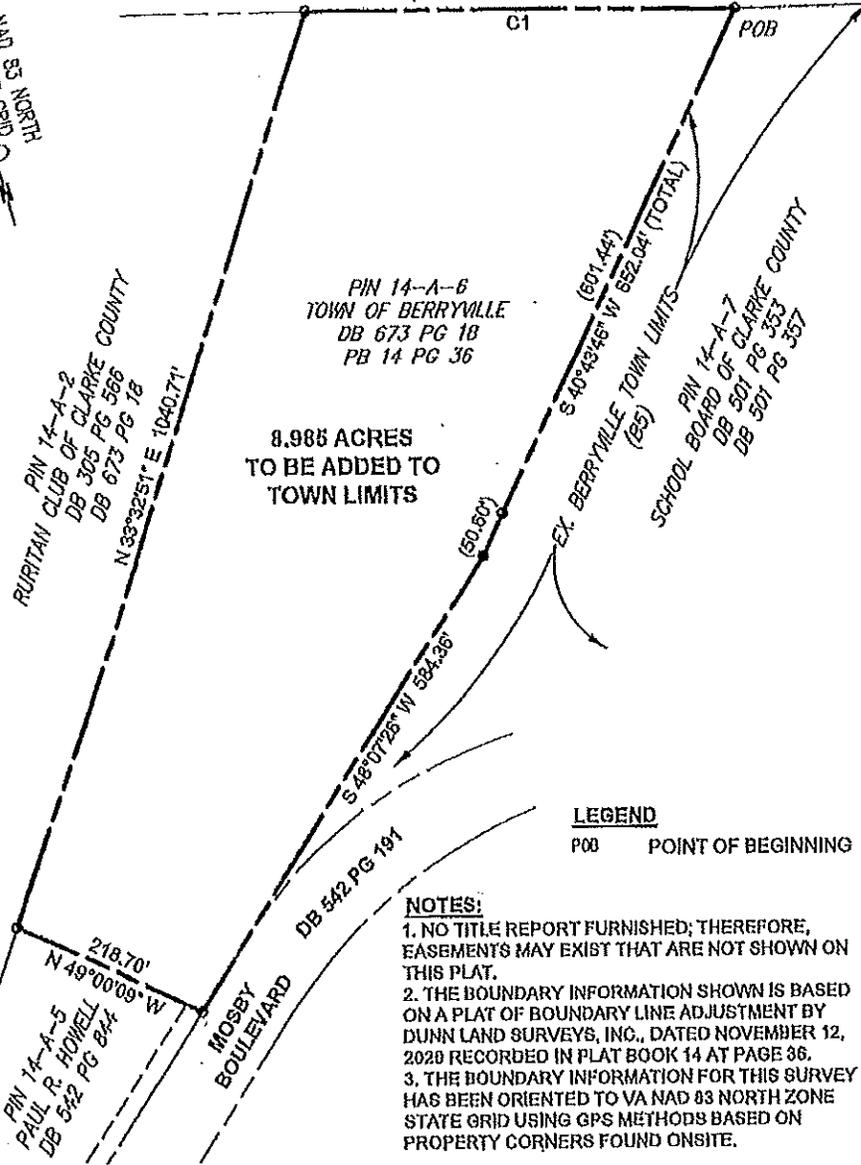
Attest:
G. [Signature], County Administrator

CURVE TABLE

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	22850.31'	467.97'	467.96'	S 74°17'55" E	01°10'24"

VA. NAD 83 NORTH
ZONE STATE GRID

VA. RTE. 7 (BYPASS) - HARRY BYRD HIGHWAY
(VARIABLE WIDTH R/W)



8.985 ACRES
TO BE ADDED TO
TOWN LIMITS

LEGEND

POB POINT OF BEGINNING

NOTES:

1. NO TITLE REPORT FURNISHED; THEREFORE, EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.
2. THE BOUNDARY INFORMATION SHOWN IS BASED ON A PLAT OF BOUNDARY LINE ADJUSTMENT BY DUNN LAND SURVEYS, INC., DATED NOVEMBER 12, 2020 RECORDED IN PLAT BOOK 14 AT PAGE 36.
3. THE BOUNDARY INFORMATION FOR THIS SURVEY HAS BEEN ORIENTED TO VA NAD 83 NORTH ZONE STATE GRID USING GPS METHODS BASED ON PROPERTY CORNERS FOUND ONSITE.

ANNEXATION B-9 - AREA ONE
8.985 ACRES
TO BE ADDED TO
THE TOWN OF BERRYVILLE
CLARKE COUNTY, VIRGINIA



DATE: 09/28/2021 SCALE: 1"=160' SHEET 1 OF 1

Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0498 ~ FAX (540) 667-0469 ~ EMAIL office@marshandlegge.com

DRAWN BY: CAJ

DWG NAME: ID11475-Area 1

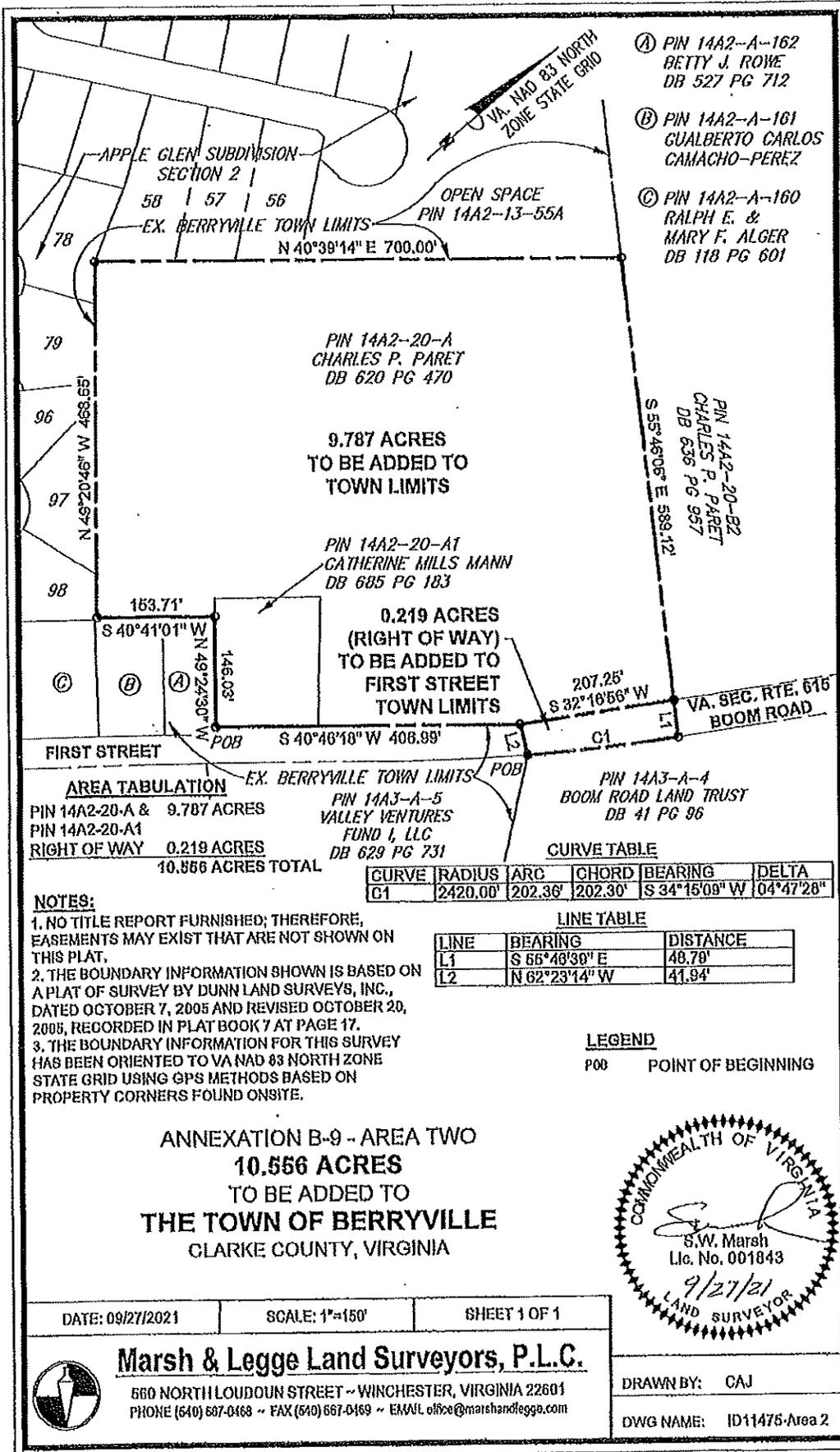


TOWN OF BERRYVILLE
ANNEXATION B-9, AREA ONE

"Beginning at a point in the southerly right of way line of the Virginia Route 7 Bypass (Harry Byrd Highway), said point being at the northwesterly most corner of the School Board of Clarke County, Virginia Tax Parcel 14-A-7 and said point being in the existing Berryville Town Limits line; thence with the westerly line of the School Board of Clarke County, Virginia Tax Parcel 14-A-7 and the existing Berryville Town Limits line for the three following courses: S 40° 43' 46" W - 601.44 feet to a point; thence S 40° 43' 46" W - 50.60 feet to a point; thence S 48° 07' 26" W - 584.36 feet to a point along the westerly side of Mosby Boulevard, said point being the southeasterly corner of the Town of Berryville Tax Parcel 14-A-6; thence with the southerly line of the Town of Berryville Tax Parcel 14-A-6, and continuing with the northerly line of the Paul R. Howell Tax Parcel 14-A-5, N 49° 00' 09" W - 218.70 feet to a point in the easterly line of the Ruritan Club of Clarke County, Inc. Tax Parcel 14-A-2; thence with the easterly line of the Ruritan Club of Clarke County, Inc. Tax Parcel 14-A-2, N 33° 32' 51" E - 1,040.71 feet to a point in the southerly right of way line of the Virginia Route 7 Bypass (Harry Byrd Highway); thence with the southerly right of way line of the Virginia Route 7 Bypass (Harry Byrd Highway) with the arc of a curve to the right 467.97 feet (Radius = 22,850.31 feet; Chord Length = 467.96 feet; Chord Bearing = S 74° 17' 55" E) to the point of beginning."

Containing 8.985 Acres

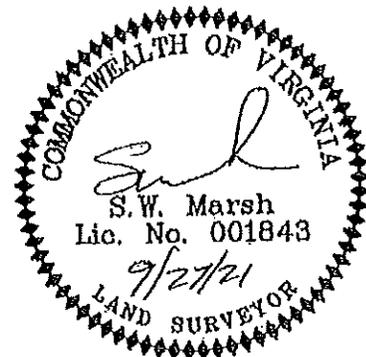




TOWN OF BERRYVILLE
ANNEXATION B-9, AREA TWO

"Beginning at a point in the westerly right of way line of First Street at the southeast corner of the Catherine Mills Mann Tax Parcel 14A2-20-A1, said point being in the existing Berryville Town Limits line on the northerly side of the Betty J. Rowe Tax Parcel 14A2-A-162; thence with the northerly line of Tax Parcel 14A2-A-162, N 49° 24' 30" W - 146.03 feet to a point at the northwesterly corner of Tax Parcel 14A2-A-161; thence with the northwesterly line of Tax Parcel 14A2-A-162 and the Gualberto Carlos Camacho-Perez Tax Parcel 14A2-A-161, S 40° 41' 01" W - 153.71 feet to the corner of Lot 98 of the Apple Glen Subdivision, Section 2; thence with the Apple Glen Subdivision, Section 2 and the existing Berryville Town Limits line for the two following courses: N 49° 20' 46" W - 468.65 feet to a point; thence N 40° 39' 14" E - 700.00 feet to a point in the southerly line of the Charles P. Paret Tax Parcel 14A2-20-B2; thence with the southerly line of Tax Parcel 14A2-20-B2, S 55° 46' 06" E - 589.12 feet to a point in the westerly right of way line of Virginia Secondary Route 615 (Boom Road); thence with the westerly right of way line of Boom Road, S 32° 16' 56" W - 207.25 feet to a point at the connection with the westerly right of way line of First Street and the existing Berryville Town Limits line; thence with the westerly right of way line of First Street, S 40° 46' 18" W - 406.99 feet to the point of beginning."

Containing 9.787 Acres



TOWN OF BERRYVILLE
FIRST STREET RIGHT OF WAY
ANNEXATION B-9, AREA TWO

"Beginning at a point in the existing Berryville Town Limits at the easterly right of way line of First Street (maintained by the Town of Berryville) at the connection with the easterly right of way line of Virginia Secondary Route 615 (Boom Road), said point being the northwesterly corner of Valley Ventures Fund, LLC Tax Parcel 14A3-A-5; thence crossing First Street along the existing Berryville Town Limits, N 62° 23' 14" E - 41.94 feet to a point in the westerly line of First Street and in the existing Berryville Town Limits, said point being in the easterly line of the Charles P. Paret Tax Parcel 14A2-20-A at the connection with the westerly right of way line of Boom Road; thence with the westerly right of way line of Virginia Secondary Route 615 (Boom Road), N 32° 16' 56" W - 207.25 feet to the northeast corner of Tax Parcel 14A2-20-A; thence crossing Virginia Secondary Route 615 (Boom Road), S 55° 46' 39" E - 48.79 feet to a point in the easterly right of way line of Virginia Secondary Route 615 (Boom Road), said point being in the westerly line of the Boom Road Land Trust, LLC (Scott Smalley, Trustee) Tax Parcel 14A3-A-4; thence with the easterly right of way line of Virginia Secondary Route 615 (Boom Road) with the arc of a curve to the right 202.36 feet (Radius = 2,420.00 feet; Chord = 202.30 feet; Chord Bearing = S 34° 15' 09" W) to the point of beginning".

Containing 0.219 Acres



VA. NAD 83 NORTH
ZONE STATE GRID

*SEE SHEET 3 OF 3 FOR LINE TABLE,
CURVE TABLE, AND NOTES

PIN 14-A-112
FRIANT ENTERPRISES
#3, LLC
DB 625 PG 443
(PLAT DB 591 PG 751)

PIN 14-A-80
FRIANT ENTERPRISES #3, LLC
DB 625 PG 443
(PLAT DB 591 PG 751)

PIN 14-A-81
ROBERT MAXWELL EMMA
& RUTH RHODES EMMA
DB 627 PG 464
(PLAT DB 579 PG 809)

111.526 ACRES
TO BE ADDED TO
TOWN LIMITS

PIN 14-A-26
DEBR, LLC
DB 616 PG 110
N 42°15'20" E
502.83'

TREADWELL DIVISION
SECTION 3, BLK. F
400.00'

N 76°44'21" W

BEL VOI DRIVE

N 51°17'52" W
682.01'

DB 158
PG 679

BATTLE TOWN DR.
TREADWELL DIVISION
SECTION 1, BLK. E

ANNEXATION B-9 - AREA THREE
111.526 ACRES
TO BE ADDED TO
THE TOWN OF BERRYVILLE
CLARKE COUNTY, VIRGINIA



DATE: 09/27/2021

SCALE: 1"=300'

SHEET 1 OF 3



Marsh & Legge Land Surveyors, P.L.C.

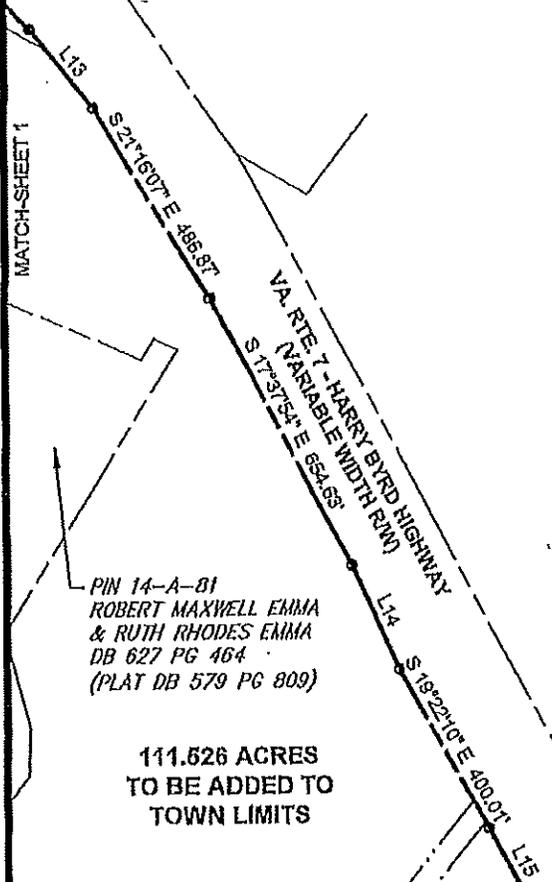
660 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (640) 667-0188 ~ FAX (640) 667-0189 ~ EMAIL office@marshandlegge.com

DRAWN BY: CAJ

DWG NAME: ID11475-Area 3

SEE SHEET 3 OF 3 FOR LINE TABLE,
CURVE TABLE, AND NOTES

VA. NAD 83 NORTH
ZONE STATE GRID



111.526 ACRES
TO BE ADDED TO
TOWN LIMITS

TREADWELL DIVISION
LOT 1-SECTION 2



ANNEXATION B-9 - AREA THREE
111.526 ACRES
TO BE ADDED TO
THE TOWN OF BERRYVILLE
CLARKE COUNTY, VIRGINIA



DATE: 09/27/2021 SCALE: 1"=300' SHEET 2 OF 3

Marsh & Legge Land Surveyors, P.L.C.

660 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (640) 687-0480 ~ FAX (640) 687-0469 ~ EMAIL office@marshandlegge.com

DRAWN BY: CAJ
DWG NAME: ID11475-Area 3



CURVE TABLE

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	25.00'	22.80'	22.02'	S 25°10'20" E	52°18'05"
C2	261.36'	300.20'	344.98'	S 86°22'13" W	88°39'48"
C3	11409.10'	1405.42'	1404.53'	N 44°30'18" E	07°03'28"
C4	11442.10'	229.06'	229.05'	N 48°41'13" E	01°08'49"
C5	3739.72'	149.21'	149.20'	S 35°33'42" E	02°17'10"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 61°17'53" W	78.47'
L2	S 42°02'10" W	235.84'
L3	N 61°40'37" W	172.01'
L4	N 68°22'41" W	11.82'
L5	N 80°04'28" W	169.86'
L6	S 42°13'29" W	143.51'
L7	N 47°46'31" W	199.87'
L8	N 44°27'02" W	259.43'
L9	N 46°11'27" E	281.65'
L10	N 49°17'00" W	10.00'
L11	N 41°07'31" E	138.00'
L12	N 67°43'08" W	17.00'
L13	S 28°30'01" E	229.86'
L14	S 14°48'29" E	250.37'
L15	S 17°34'08" E	202.04'
L16	N 40°34'36" W	200.00'
L17	N 50°36'11" W	60.79'
L18	N 40°34'36" W	146.71'
L19	N 38°10'00" E	42.02'
L20	N 49°04'32" W	137.84'
L21	S 46°06'34" W	55.84'
L22	S 46°08'39" W	129.33'

AREA TABULATION

PIN 14-A-80 97.848 ACRES
 PIN 14-A-81 11.485 ACRES
 PIN 14-A-112 2.195 ACRES
111.526 ACRES TOTAL

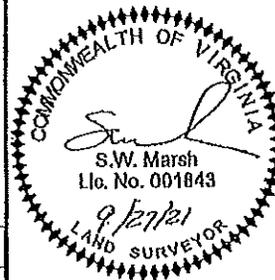
LEGEND

POB POINT OF BEGINNING

NOTES:

1. NO TITLE REPORT FURNISHED; THEREFORE, EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.
2. THE BOUNDARY INFORMATION SHOWN IS BASED ON A PLAT OF SURVEY BY DUNN LAND SURVEYS, INC., DATED JUNE 18, 2015 AND REVISED JULY 17, 2015, RECORDED IN DEED BOOK 591 AT PAGE 761, AND THE PLAT OF BOUNDARY SURVEY BY DUNN LAND SURVEYS, INC., DATED MAY 28, 2014, RECORDED IN DEED BOOK 579 AT PAGE 809.
3. THE BOUNDARY INFORMATION FOR THIS SURVEY HAS BEEN ORIENTED TO VA NAD 83 NORTH ZONE STATE GRID USING GPS METHODS BASED ON PROPERTY CORNERS FOUND ONSITE.
4. THE INDIVIDUAL PARCEL AREAS SHOWN ARE BASED ON THE AREAS REPORTED ON THE RECORDED SURVEY PLATS REFERENCED IN NOTE 2 ABOVE.

**ANNEXATION B-9 - AREA THREE
 111.526 ACRES
 TO BE ADDED TO
 THE TOWN OF BERRYVILLE
 CLARKE COUNTY, VIRGINIA**



DATE: 09/27/2021

SHEET 3 OF 3



Marsh & Legge Land Surveyors, P.L.C.

660 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
 PHONE (640) 667-0468 ~ FAX (640) 667-0469 ~ EMAIL office@marshandlegge.com

DRAWN BY: CAJ

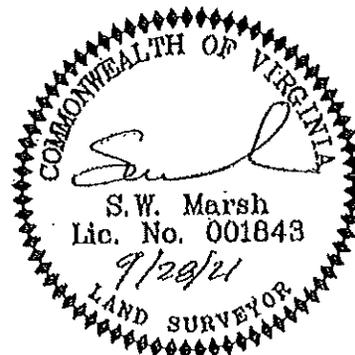
DWG NAME: ID11475-Area 3

TOWN OF BERRYVILLE
ANNEXATION B-9, AREA THREE

"Beginning at a point at the northwesterly corner of the Friant Enterprises #3, LLC Tax Parcel 14-A-112, said point being at the intersection of the easterly right of way line of the Norfolk Southern Railroad and the southwesterly right of way line of Virginia Route 7 (Harry Byrd Highway); thence with the northeasterly lines of Tax Parcels 14-A-112 and 14-A-80 along the southwesterly right of way line of the Harry Byrd Highway for the eight following courses: with the arc of a curve to the right 149.21 feet (Radius = 3,739.72 feet; Chord Length = 149.20 feet; Chord Bearing = S 35° 33' 42" E) to a point; thence S 34° 25' 07" E - 612.78 feet to a point; thence S 28° 30' 01" E - 220.88 feet to a point; thence S 21° 16' 07" E - 486.87 feet to a point; thence S 17° 37' 54" E - 654.63 feet to a point; thence S 14° 43' 29" E - 250.37 feet to a point; thence S 19° 22' 10" E - 400.01 feet to a point; thence S 17° 34' 08" E - 202.04 feet to a point at the northwesterly corner of the Profundus Virginia Properties Tax Parcel 14-A-110; thence with the westerly line of Tax Parcel 14-A-110, S 49° 22' 04" W - 746.62 feet to a point and at the northeasterly corner of the Treadwell Division 1, Section 2, said point being in the existing line of the Berryville Town Limits; thence with the northeasterly line of the Treadwell Division 1, Section 2, and the existing line of the Berryville Town Limits for the six following courses: N 40° 34' 38" W - 200.00 feet to a point; thence N 50° 36' 11" W - 50.78 feet to a point; thence N 40° 34' 38" W - 145.71 feet to a point; thence N 38° 19' 00" E - 42.02 feet to a point; thence N 51° 17' 52" W - 682.01 feet to a point; thence N 49° 04' 32" W - 137.64 feet to a point at the northwesterly corner of Lot 1, Treadwell Division, Section 1, Block E; thence with the westerly line of Lot 1 and continuing with the existing Berryville Town Limits for the three following courses: S 46° 06' 34" W - 55.84 feet to a point; thence S 46° 06' 39" W - 129.33 feet to a point; thence with the arc of a curve to the left 22.80 feet (Radius = 25.00 feet; Chord Length = 22.02 feet; Chord Bearing = S 25° 10' 20" E) to a point in the northeasterly right of way line of Battletown Drive; thence with the northeasterly right of way line of Battletown Drive for the three following courses: N 51° 17' 53" W - 78.47 feet to a point; thence with the arc of a curve to the left 380.20 feet (Radius =

251.36 feet; Chord Length = 344.98 feet; Chord Bearing = S 85° 22' 13" W) to a point; thence S 42° 02' 19" W - 235.84 feet to a point at the southeasterly corner of Lot 1 of the Treadwell Division, Section 3, Block F, said point being in the line of the existing Berryville Town Limits; thence with the northeasterly line of the Treadwell Division, Section 3, Block F, and continuing with the existing Berryville Town Limits for the five following courses: N 51° 40' 37" W - 172.01 feet to a point; thence N 66° 22' 41" W - 11.82 feet to a point; thence N 76° 44' 21" W - 400.00 feet to a point; thence N 80° 04' 29" W - 169.86 feet to a point at the northwesterly corner of Lot 8 of the Treadwell Division, Section 3, Block F; thence with the westerly line of Lot 8 and continuing to the northeasterly termination right of way line of Bel Voi Drive, S 42° 13' 29" - 143.51 feet to a point; thence continuing with the termination right of way line of Bel Voi Drive and the northeasterly line of Lot 11 of the Treadwell Division, Section 3, Block F along the existing Berryville Town Limits, N 47° 46' 31" W - 199.87 feet to a point in the southeasterly line of the DBSR, LLC Tax Parcel 14A3-A-26; thence continuing with the southeasterly lines of Tax Parcel 14A3-A-26 and the existing Berryville Town Limits for the two following courses: N 42° 15' 20" E - 502.93 feet to a point; thence N 44° 27' 02" W - 259.43 feet to a point in the easterly right of way line of the Norfolk Southern Railroad; thence with the easterly right of way line of the Norfolk Southern Railroad for the seven following courses: N 45° 11' 27" E - 261.65 feet to a point; thence N 41° 07' 35" E - 507.87 feet to a point; thence N 49° 17' 00" W - 10.00 feet to a point; thence N 41° 07' 31" E - 138.00 feet to a point; thence with the arc of a curve to the right 1,405.42 feet (Radius = 11,409.19 feet; Chord Length = 1,404.53 feet; Chord Bearing = N 44° 39' 15" E) to a point; thence N 57° 43' 08" W - 17.00 feet to a point; thence with the arc of a curve to the right 229.06 feet (Radius = 11,442.19 feet; Chord Length = 229.05 feet; Chord Bearing = N 48° 41' 13" E) to the point of beginning."

Containing 111.526 Acres



DRAFT

**ANNEXATION ORDINANCE – 2022
AREA B-9**

AN ORDINANCE TO PROVIDE FOR THE EXTENSION OF THE CORPORATE LIMITS OF THE TOWN OF BERRYVILLE, VIRGINIA, PURSUANT TO THE PROVISION OF ARTICLE 2, CHAPTER 32, OF TITLE 15.2 OF THE CODE OF VIRGINIA, BY ANNEXATION OF CERTAIN TERRITORY IN CLARKE COUNTY, VIRGINIA; TO DEFINE THE METES AND BOUNDS AND AREA OF THE TERRITORY TO BE ANNEXED; TO SET FORTH THE BASIS UPON WHICH SUCH ANNEXATION IS MADE; AND TO AFFECT THE ANNEXATION OF SUCH TERRITORY BY THE TOWN OF BERRYVILLE.

BE IT ORDAINED, by the Council of the Town of Berryville, Virginia:

DECLARATION OF ANNEXATION

The Council of the Town of Berryville, a Municipal Corporation of the Commonwealth of Virginia, hereby declares that the Town desires to annex certain territory in Clarke County, Virginia, adjacent to the corporate limits of the Town, pursuant to the Agreement Defining Annexation Rights between the Town of Berryville and County of Clarke.

AREA TO BE ANNEXED

Attached herewith as Exhibit A is a map of the Town of Berryville and vicinity indicating generally the existing Town borders and the area to be annexed, including the Town of Berryville Public Works site, two residential sites, and a residential manor house and vacant area, designated on such map as Areas One, Two, and Three, respectively. The metes and bounds of the area proposed to be annexed, identified as Area B-9, is set forth on attached Exhibit B. The area hereby annexed is estimated to contain approximately 130.0 acres with an estimated population of six (6) people as of the effective date of said annexation as provided herein.

PROCEEDINGS FOR ANNEXATION

On November 24, 1987, the Town of Berryville and Clarke County entered into an Agreement Defining Annexation Rights pursuant to Article 1.1, Chapter 10 of Title 15.1 (now Article 2, Chapter 32, of Title 15.2). The Agreement was thereafter filed with the Commission on Local Government. Following the conduct of a site visitation and public hearing, the Commission on Local Government issued its report on the proposed annexation agreement on or about November 17, 1988. On or about December 29, 1988, the Town of Berryville and Clarke County adopted the Agreement Defining Annexation Rights, as amended following the report of the Commission on Local

Government. Pursuant to said Agreement, the Town of Berryville annexed Area A by Ordinance effective January 1, 1989. The Town of Berryville subsequently annexed Area B-1, containing approximately 7.691 acres with an estimated population of zero (0) people, by Ordinance effective January 1, 1993; Area B-2, containing approximately 8.965 acres with an estimated population of eighteen (18) people, by Ordinance effective January 1, 1994; Area B-3, containing approximately 63.0898 acres with an estimated population of one hundred six (106) people, by Ordinance effective January 1, 1996; Area B-4, containing approximately 10.5316 acres with an estimated population of eleven (11) people; and Area B-5, containing approximately 196.5 acres with an estimated population of six (6) people, by Ordinance effective January 1, 2000; Area B-6, containing approximately 114.38 acres with an estimated population of three (3) people, by Ordinance effective January 1, 2003; Area B-7, containing approximately 41.81 acres with an estimated population of zero (0) people, by Ordinance effective January 1, 2005; and Area B-8, containing approximately 146 acres with an estimated population of eighteen (18) people, by Ordinance effective January 1, 2007.

On or about June 24, 2021, the Town of Berryville notified the governing body of Clarke County of the Town's intent to annex Area B-9, as such area is set forth in Exhibit A attached hereto. The Berryville Town Council held a public hearing on the proposed annexation of Area B-9 on October 12, 2021, which public hearing was duly advertised in the *Winchester Star*, a newspaper of general circulation in Clarke County, for two (2) successive weeks.

TERMS AND CONDITIONS

The annexation of Area B-9 territory will be assimilated into the Town's government and administration organization upon the effective date of annexation. The Town will provide the same level of general governmental and municipal service for the annexed area as are provided for the present Town within the framework of the Town's Charter and the general laws, and in accordance with the ordinance and regulations adopted and in force.

EFFECTING ANNEXATION

Pursuant to the Agreement Defining Annexation Rights entered into between the Town of Berryville and Clarke County, Virginia, the Town of Berryville hereby annexes that territory of Clarke County identified as Annexation Area B-9, as set forth on attached Exhibits A and B. Such annexation shall be effective as of 12:01 a.m., on January 1, 2022. The Town of Berryville further directs that this Ordinance be provided to the Clerk of the Circuit Court for Clarke County, and be recorded among the land records of Clarke County, Virginia.

EFFECTIVE DATE OF ORDINANCE

This Ordinance shall be in force and effective as of 12:01 a.m., January 1, 2022.

APPROVED this _____ day of _____, 2021.

SIGNED: _____
Harry Lee Arnold, Jr., Mayor

I hereby certify that the foregoing Ordinance was duly adopted by the Council of the Town of Berryville, Virginia, in a meeting duly assembled _____, 2021.

ATTEST: _____
Erecka L. Gibson, Recorder

CERTIFICATE

COMMONWEALTH OF VIRGINIA,
TOWN OF BERRYVILLE, CLARKE COUNTY, to wit:

I, Harry Lee Arnold, Jr., Mayor of the Town of Berryville, a Virginia Municipal Corporation, hereby certify that ERECKA L. GIBSON, whose name is signed to the foregoing Certificate, is and was at the time of signing the same, Town Recorder of the Town of Berryville, Virginia, duly qualified; that his attestation is in due form of law; that his signature is genuine, and all his official acts entitled to full faith and credit.

Given under my hand, this _____ day of _____, 2021.

SIGNED: _____
Harry Lee Arnold, Jr., Mayor
Town of Berryville, Virginia

COMMONWEALTH OF VIRGINIA,
TOWN OF BERRYVILLE, CLARKE COUNTY, to wit:

I, Erecka L. Gibson, Town Recorder of the Town of Berryville do hereby certify that HARRY LEE ARNOLD, JR., whose name is signed to the foregoing Certificate, is, and was at the time of signing same, Mayor of the Town of Berryville, Virginia, duly qualified.

Given under my hand, this _____ day of _____, 2021.

SIGNED: _____
Erecka L. Gibson, Recorder
Town of Berryville, Virginia

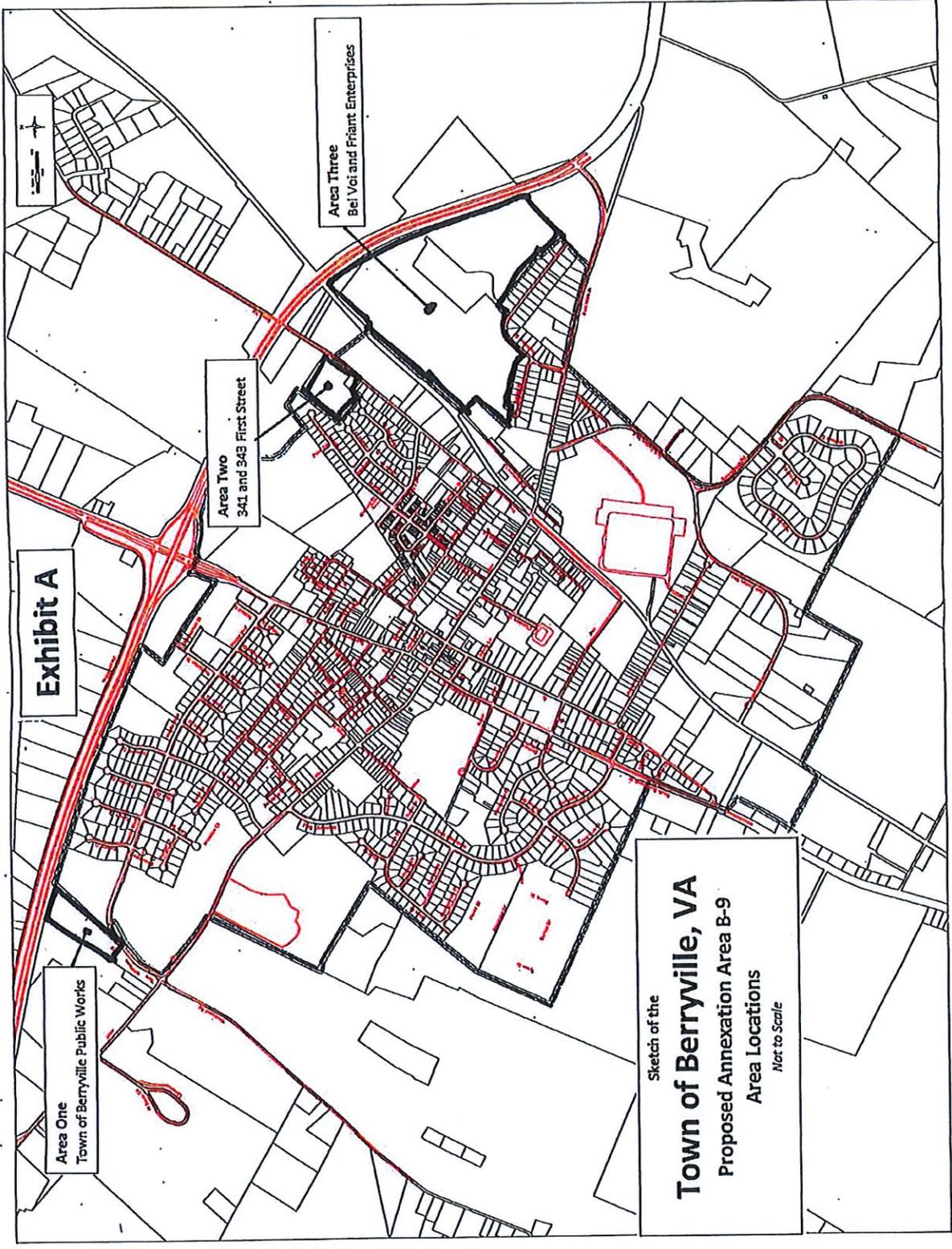
COMMONWEALTH OF VIRGINIA,
TOWN OF BERRYVILLE, CLARKE COUNTY, to wit:

I, the undersigned, a Notary Public in and for the aforesaid Jurisdiction do hereby certify that Harry Lee Arnold, Jr. and Erecka L. Gibson, whose names are signed to the foregoing instrument, bearing date of _____, 2021 have appeared before me and acknowledged the same in my aforesaid jurisdiction.

Given under my hand this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____



Sketch of the
Town of Berryville, VA
Proposed Annexation Area B-9
Area Locations
Not to Scale

DRAFT

**ORDINANCE APPLYING TOWN OF BERRYVILLE ZONING
TO ANNEXATION AREA B-9**

BE IT ORDAINED by the Town Council of the Town of Berryville amend the Zoning Map to apply Town Zoning to Annexation Area B-9 in the following manner:

For the approximate 9-acre area as described above as Area 1, currently zoned Institutional (ITL) by Clarke County, is proposed to be zoned Institutional (ITL) by the Town of Berryville.

For the approximate 10-acre area as described above as Area 2, currently zoned Detached Residential-2 (DR-2) by Clarke County, is proposed to be zoned Detached Residential-2 (DR-2) by the Town of Berryville.

For the approximate 112-acre area as described above as Area 3, the portion currently zoned Open Space Residential (OSR) by Clarke County, is proposed to be zoned Open Space Residential (OSR) by the Town of Berryville; the portion currently zoned Business Park (BP) is proposed to be zoned Business Park (BP) by the Town of Berryville; the portion currently zoned Detached Residential-1 (DR-1) is proposed to be zoned Detached Residential-1 (DR-1) by the Town of Berryville; and the portion currently zoned Detached Residential-2 (DR-2) is proposed to be zoned Detached Residential-2 (DR-2) by the Town of Berryville.

A Zoning Map showing zoning districts in the Town of Berryville, including zoning in Annexation Area B-9, is attached hereto as Exhibit A.

This ordinance shall become effective beginning January 1, 2022.

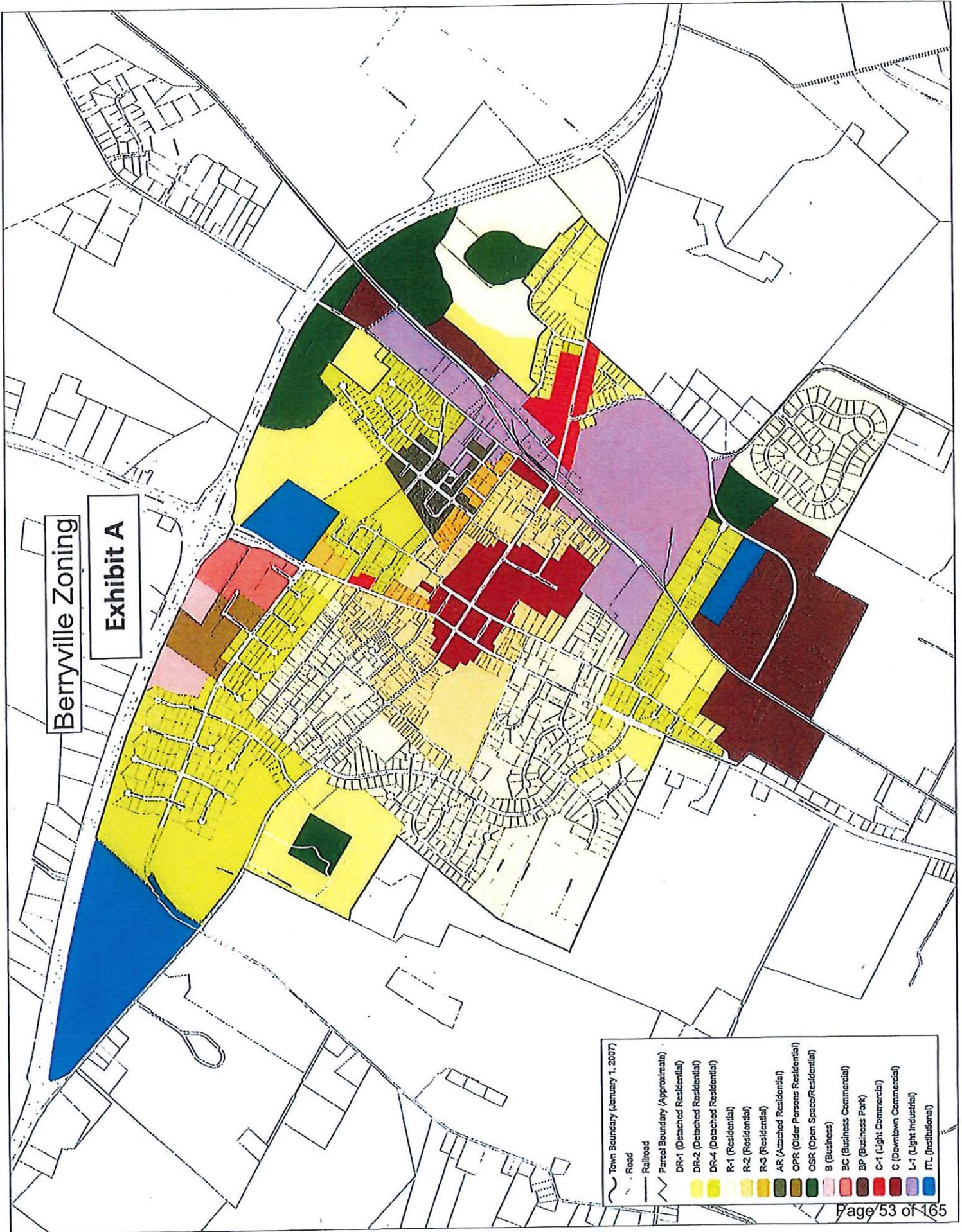
SIGNED: _____ DATE: _____
Harry Lee Arnold, Jr., Mayor

I hereby certify that the foregoing ordinance was duly adopted by the Town Council of the Town of Berryville, Virginia, in a meeting assembled November 9, 2021.

ATTEST: _____ DATE: _____
Erecka L. Gibson, Recorder

Berryville Zoning

Exhibit A



	Town Boundary (January 1, 2007)
	Road
	Railroad
	Parcel Boundary (Approximate)
	DR-1 (Detached Residential)
	DR-2 (Detached Residential)
	DR-4 (Detached Residential)
	R-1 (Residential)
	R-2 (Residential)
	R-3 (Residential)
	AR (Attached Residential)
	OPR (Older Persons Residential)
	OSR (Open Space/Residential)
	B (Business)
	BC (Business Commercial)
	BP (Business Park)
	C-1 (Light Commercial)
	C (Downtown Commercial)
	L-1 (Light Industrial)
	ITL (Institutional)

DRAFT

WARD BOUNDARY ORDINANCE

AN ORDINANCE ESTABLISHING BOUNDARIES FOR THE DIVISION OF THE TOWN OF BERRYVILLE INTO FOUR WARDS PURSUANT TO SECTION 1.3 OF THE CHARTER OF THE TOWN OF BERRYVILLE, VIRGINIA

WHEREAS, The Charter of the Town of Berryville, Chapter 1, Section 1.3, provides that the Town of Berryville shall be divided into four Wards; and further, that the boundaries of such wards shall be established by the Town Council by Ordinance; and

WHEREAS, The Charter of the Town of Berryville, Chapter 3, Section 3.1 provides, in pertinent part, that the Mayor and Recorder shall be elected from the Town at large, and further that the four Council members shall reside one in each ward of the Town, but shall be elected at large by all of the qualified voters of the Town; and

WHEREAS, federal and/or state constitutional requirements and legislation require that the ward boundaries effect an even distribution of population within a permitted deviation of plus or minus five percent of such population within each such ward; and

WHEREAS, The Town Council of the Town of Berryville finds it necessary to revise the boundaries of the four wards in town to include the one-hundred and thirty acres, plus or minus, of the territory of Clarke County, Virginia, identified as Annexation Area B-9, contiguous to the corporate limits of the Town of Berryville, such Annexation effective as of 12:01 a.m. on January 1, 2022;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Town of Berryville, that the boundaries of the four Wards of the Town of Berryville shall be, and hereby are established as set forth herein following and as set forth on the map of the Town of Berryville attached hereto (Exhibit A):

WARD ONE (1): All that property contained herein: beginning at the northeastern corner of the corporate limits and extending southward along the corporate limits to Business Route 7 (Main Street) then extending west along the northern side of Main Street to the corporate limits on the southern side of Main Street at the rear property lines of lots fronting on the east side of Blue Ridge Street then crossing Main Street then extending west on Main Street to the western boundary of Station Road then extending north along First Street to Cameron Street then extending west along Cameron Street to Page Street then extending south along Page Street to Liberty Street then extending west on Liberty Street to Price's Lane then extending north along Price's Lane to Osborne Street then extending west along Osborne Street to Church Street then extending north on Church Street to Bundy Street then extending west along Bundy Street to Buckmarsh Street then extending north along Buckmarsh Street to Bypass

Route 7 following the corporate limits along an easterly route to close the loop at the northeastern corporate boundary.

WARD TWO (2): All that property contained herein: beginning at the corporate boundary at the intersection of Church Street and Buckmarsh Street and extending north along Buckmarsh Street to Academy Street then extending east along Academy Street to Church Street then extending north along Church Street to Osborne Street then extending east along Osborne Street to Price's Lane then extending east along Liberty Street to Page Street then extending north along Page Street to Cameron Street then extending east along Cameron Street to First Street then extending south along First Street to Main Street then extending east along Main Street to the rear property lines along lots fronting on the east side of Blue Ridge Street then extending in a generally southern direction along the corporate boundaries to the southeast corporate boundary and then extending in a generally western direction to close the loop at the corporate boundary at the intersection of Church Street and Buckmarsh Street.

WARD THREE (3): All that property contained herein: beginning at the southwestern corner of the corporate limits and extending generally in a northerly direction along the corporate limits to Business Route 7 (Main Street) then extending east along the south side of Main Street to Dorsey Street then extending north along the east side of Dorsey Street to Treadwell Street then extending east along the south side of Treadwell Street to Smith Street then extending south along the western side of Smith Street to Academy Street then extending east along the south side of Academy Street to Buckmarsh Street then extending south along the west side of Buckmarsh Street to close the loop with the southwestern corner of the corporate limits.

WARD FOUR (4): All that property contained herein: beginning at the northwestern corner of the corporate limits and running east along the corporate limits parallel with Bypass Route 7 then extending south then east along the corporate limits to Buckmarsh Street then extending south along the western side of Buckmarsh Street to Bundy Street then extending east along Bundy Street to Church Street then extending south along Church Street to Academy Street then extending west along Academy Street to Smith Street then extending north along Smith to Treadwell Street then extending west along Treadwell Street to Dorsey Street then extending south along Dorsey Street to Main Street then extending west along Main Street to the corporate boundary then closing the loop by extending west and north to the north western corner of the corporate limits.

Approved this 12th day of October, to be effective as of 12:01 a.m. on January 1, 2022.

SIGNED: _____
Harry Lee Arnold, Jr., Mayor

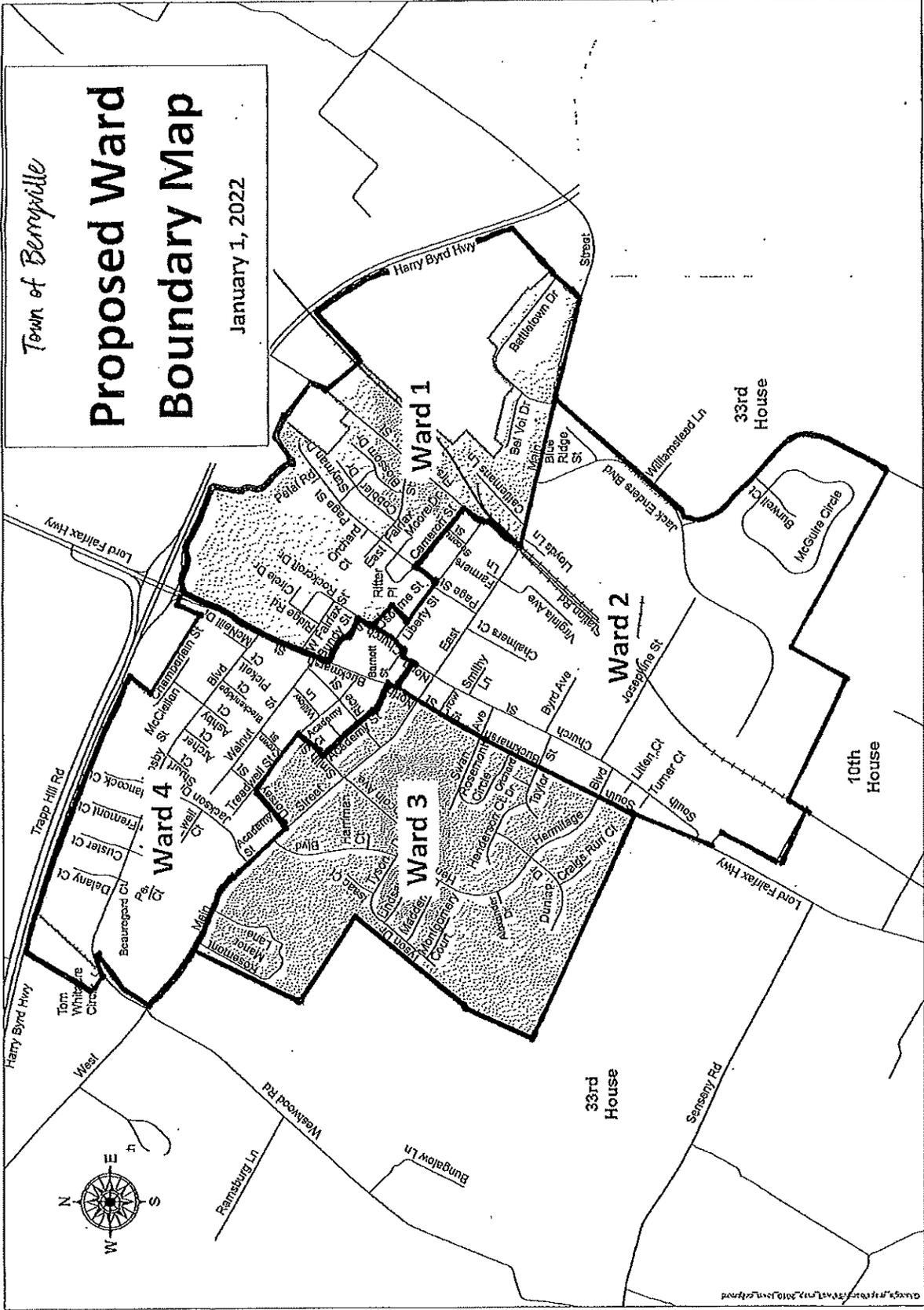
I hereby certify that the foregoing ordinance was duly adopted by the Town Council of the Town of Berryville, Virginia, in a meeting assembled November 9, 2021.

ATTEST: _____
Erecka L. Gibson, Recorder

Town of Berryville

Proposed Ward Boundary Map

January 1, 2022



**Berryville Town Council Item Report Summary
October 12, 2021**

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 two items to be considered for approval:

Minutes of the 09.14.2021 Town Council regular meeting

Minutes of the 09.28.2021 meeting of the Budget and Finance Committee

Financial Considerations

None.

Schedule/Deadlines

Timely approval is preferable, but no deadline 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
Regular Meeting
September 14, 2021
7:00 p.m.

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

Staff: Present--Keith Dalton, Town Manager; Christy Dunkle, Community Development Director; Paul Culp, Town Clerk; Cynthia Poulin, Treasurer

Press: Mickey Powell, *The Winchester Star*.

1. Call to Order

Mayor Arnold called the meeting to order at 7:00 p.m.

2. Pledge of Allegiance

3. Approval of Agenda

Mayor Arnold requested a motion for approval of remote participation by Ms. Rodriguez.

Recorder Gibson moved that the Council of the Town of Berryville, with a quorum present in the Main Meeting Room of the Berryville-Clarke County Government Center, approve remote participation via telephone by Council member Kara Rodriguez at this meeting because of COVID-19-related concerns. The motion passed by unanimous voice vote.

Mayor Arnold noted Ms. Harrison's absence.

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

4. Presentations/Awards/Recognitions

Tree Board Chairman William Bigelow and Vice-Chair Lilian Ledford described the history of the Board's activities and its role in the Town's Tree City USA status. They said the Board had been assigned to make recommendations about replacement of street trees in the downtown area, that it had identified 15 tree-planting areas and was recommending the removal of three trees, replacement of two, and addition of two. They said the approximate cost of two replacement trees, two new trees,

and two large cement containers would be \$1,900. They also noted that the Board needs to fill two vacancies.

5. Public Hearings

Proposed Changes to Schedule of Water and Sewer Fees and Charges

Mr. Dalton explained that the water fund and sewer fund are enterprise funds that must operate via revenue derived from user fees and availability fees or through borrowing or grants. He cited a rate study by the Town engineer that had evaluated the Town's needs for the next two decades and on which the Council had based rate adjustments in 2019 and 2020. He noted that the **attached** amended fee schedule used in the development of the Fiscal Year 2022 budget did not suggest any changes in user fees but that it called for increases of \$5.21 and \$2.40 for administrative fee charges for water and sewer respectively, increases of 2 percent in availability fees, an increase of 50 cents in the per-linear-foot camera inspection fee, an increase in the hydrant meter deposit from \$1,200 to \$1,500, and a requirement for account deposits to incorporate the increase in administrative and facilities fees. Mr. Dalton said the schedule also proposed establishment of a hydrant flow test fee.

Ms. Rodriguez said the Streets and Utilities Committee, responding to concerns expressed by residents with swimming pools or significant irrigation needs, had discussed what might be done to reduce the costs incurred by those residents but had determined that the Town would be unable to recoup the costs involved in making the suggested changes.

Mayor Arnold opened the public hearing at 7:12 p.m.

Berryville resident Mary Ivie said she had moved to Berryville in order to avoid rising costs elsewhere but that the Town had displayed a pattern of imposing small fee increases over the years in a manner harmful to persons living on fixed incomes. She said the Town overemphasized new development and neglected well-established residents.

No further comment from the public occurred, and Mayor Arnold closed the hearing at 7:15 p.m.

Public Information Meeting: East and West Fairfax Street Sidewalk Grants—Transportation Alternatives Program (TAP)

Mayor Arnold explained that he owns two properties that would be affected by action on the matter and read the **attached** statement of recusal. He then left the room for the remainder of the hearing, with Recorder Gibson presiding in his absence.

Recorder Gibson called the public information meeting to order at 7:18 p.m.

Ms. Dunkle explained that the Town had been approved by VDOT to move into the final round for consideration for a TAP grant that would fund projects on Fairfax Street on an 80/20 basis, with the

Town being responsible for 20 percent of the total cost. She said this now stands at \$19,844 for East Fairfax and \$260,375 for West Fairfax, with some increase likely because of the timeframe for approval. Ms. Dunkle said the deadline was October 1 for final submission, requirements for which include the present public information meeting, resolutions of support from the Council, and letters of support that she had requested from the Northern Shenandoah Valley Regional Commission and Clarke County.

Ms. Dunkle said the East Fairfax project would be located within the current right of way and would involve approximately 330 linear feet of sidewalk, that it would front twelve townhomes, with a crosswalk and detectable warning surfaces at Page and Fairfax Streets, that the new sidewalk would connect with the sidewalk constructed with the Fellowship Square development, and that the preliminary engineering report had been completed.

Ms. Dunkle said the West Fairfax project would entail approximately 800 linear feet of sidewalk with curb and gutter, twelve feet of right-of-way acquisition, upgrades to stormwater management, and reconfiguration of the intersection at North Buckmarsh and Fairfax Streets to accommodate a turn lane.

Mr. Dalton noted that the matter had been discussed by the Streets and Utilities Committee.

Marianne Casey, a resident of West Fairfax Street, said she would like more information on how residents would be compensated for the loss of property that would occur through the Town's acquisition of a 12-foot right of way, and more information on the location of stormwater management measures. She expressed concern about the damage to trees, and the associated cost. She said the costs of sidewalk work could have been absorbed by the developers of the Shenandoah Crossing and Fellowship Square subdivisions and not passed on to residents.

Michelle Martin of Ridge Road also expressed concern about compensation for loss of property, and cited traffic problems and safety matters that she said would create a need for a suitable crossing of U.S. Route 340.

No other members of the public addressed the gathering, and Recorder Gibson closed the public information meeting at 7:31 p.m.

6. Discussion of Public Hearing Items

Ms. McDonald, Ms. Dunkle, and Mr. Dalton discussed the precise location of the proposed sidewalks.

Mr. Dalton, responding to Ms. Casey's comments, said that in 2005 the Town had discussed with the developer the possibility of proffers for improvements on West Fairfax, that public meetings on the matter had occurred but that the developer had not agreed to proceed, and that the legislature had subsequently curtailed the ability of localities to negotiate proffers.

A discussion established that adoption of the resolutions placed before the Council in support of the grant applications would move the process forward but that the Town, in the event of the application's approval, would not incur a binding commitment until it accepts funding.

There was a discussion of the time frame for initiating and completing the project.

Recorder Gibson asked about the Town's options for providing its share of the funds. Mr. Dalton said that realism and honesty required him to state that a one-time increase in taxes probably would be necessary. He said the Town would need to raise \$45,000 annually for seven years or \$60,000 annually for five years, and noted that 1 cent on the tax rate generates approximately the latter amount annually. He stressed that access control, stormwater management, and pedestrian safety on West Fairfax, which is part of the collector system, are reasonable objectives for a locality to pursue.

Ms. Dunkle said the grants are highly competitive and the Town is not guaranteed acceptance of its application.

Mr. Mazzarino initiated a brief discussion of the results of performing work on East Fairfax only.

Ms. Rodriguez said she was in favor of the grant applications but not necessarily in favor of a tax increase.

Mr. Mazzarino moved that the Council of the Town of Berryville adopt the attached resolution supporting a VDOT Transportation Alternatives Program Grant for sidewalk installation on East Fairfax Street. The motion passed by a unanimous voice vote of those present, Mayor Arnold having recused himself.

Mr. Mazzarino moved that the Council of the Town of Berryville adopt the attached resolution supporting a VDOT Transportation Alternatives Program Grant for sidewalk and additional facilities installation on West Fairfax Street. The motion passed, with Recorder Gibson, Mr. Mazzarino, and Ms. Rodriguez voting aye, Ms. McDonald nay, and Mayor Arnold having recused himself.

Mayor Arnold then returned to the room and his role as presiding officer.

No further discussion of public hearing or public information items occurred.

Recorder Gibson moved that the Council of the Town of Berryville approve the attached Schedule of Water and Sewer Fees and Charges and that the schedule become effective November 18, 2021. The motion passed by unanimous voice vote.

7. Citizens' Forum

Michelle Marino introduced herself as the new president of Berryville Main Street. She said she had lived in Berryville for twelve years and now serves on the Planning Commission. She said she wanted to rebrand BMS in a manner that would align it more closely with the Town and that she hoped to foster closer cooperation between the two.

8. Consent Agenda

The consent agenda comprised the minutes of the July 13 Town Council regular meeting and the August 24 meeting of the Streets and Utilities Committee.

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

9. Unfinished Business

None.

10. New Business

Mr. Dalton said the Town Code provides for the Council to designate a particular date and time for trick-or-treating. He noted that he had sent the Council a memorandum earlier in the day and that the current guidelines from the Centers for Disease Control and the Health Department differed little from those of the previous year. The consensus of the Council was that it should act immediately rather than waiting until the October meeting.

Recorder Gibson moved that the Council of the Town of Berryville, in accordance with §13-38 of the Berryville Code, designate October 31, 2021 between the hours of 6:00 p.m. and 8:30 p.m. as the period in which trick-or-treating may occur within the Berryville town limits. Residents who wish to participate in giving treats should turn on their porch lights during designated hours. Trick-or-treaters should only visit homes at which a porch light is activated.

Individuals choosing to participate in trick-or-treating are encouraged to follow CDC-recommended precautions, including distributing treats outside, maintaining sufficient social distance, wearing proper face coverings, avoiding direct contact between treat providers and trick-or-treaters, and washing hands/utilizing hand sanitizer frequently.

The motion passed, with Ms. McDonald voting nay and all other members aye.

11. Council Member Reports

Mayor

Mayor Arnold briefly noted some activities in which he had participated since the previous Council meeting, including a ribbon-cutting at Woody's Quick Stop, the opening of the County Fair, staffing of the Town's food booth at the fair, and the 9/11 memorial ceremony at the high school.

Recorder and Wards 1, 2, and 4

Recorder Gibson had nothing to add. Ms. McDonald had nothing to add. Ms. Harrison was absent. Ms. Rodriguez had nothing to add.

Ward 3

Mr. Mazzarino said residents had expressed concern about utility rates. He said the matter is complex and that he has no objection at present to the Town's position but that it should be revisited in future budget deliberations.

12. Staff Reports

Public Works

Nothing was added to the written report.

Public Utilities

Nothing was added to the written report.

Police

Mr. Dalton noted that Chief Neal White's reappointment to the Old Dominion Community Criminal Justice Board had not occurred in the July meeting as planned because the wording of the motion for his appointment to that body and to the Old Dominion Alcohol Safety Action Program Board had not provided all of the necessary verbiage.

Recorder Gibson moved that the Council of the Town of Berryville appoint Neal White to a three-year term on the Community Criminal Justice Board, with such term to begin immediately. The motion passed by unanimous voice vote.

Community Development

Departmental Report and Construction Update

Ms. Dunkle briefly updated the Council on the activities of the various boards associated with planning and community development, and on the progress of the Shenandoah Crossing, Fellowship Square, and Hermitage Phase V subdivisions.

There were discussions of stormwater in Hermitage, traffic on Page Street, and upkeep of an undeveloped property in Fellowship Square.

Annexation

Ms. Dunkle said the County had agreed to the annexation, discussed in previous meetings, of the Berryville Public Works acreage, properties at 341 and 343 First Street, 25 Battletown Drive, and Bel Voi Farm/Friant Enterprises. She said the property owners have been notified and that the Town and County were not required to hold a joint public hearing on the matter but that the Council would hold one in its October meeting. She said the annexation, if approved, would become effective on January 1, 2022.

Ms. Dunkle and Mr. Dalton confirmed that the most recent annexation had occurred on January 1, 2007.

Recorder Gibson moved that the Council of the Town of Berryville set a public hearing for its next regular meeting on October 12, 2021 to hear public comment on proposed annexation to become effective on January 1, 2022. The motion passed by unanimous voice vote.

Bond Release: Robert Regan Village

Ms. Dunkle said the Council in March 2019 had set the bonds for public improvement and erosion and sediment control in Robert Regan Village at an amount totaling \$292,174.68 and had reduced the bond in its February 2021 meeting, retaining \$38,762.83 for public improvements and items identified by the Town engineer, including stormwater detention facilities and sidewalks. She said all of the items had been addressed and resolved, and recommended release of the bond.

Recorder Gibson moved that the Council of the Town of Berryville approve the bond release for the Robert Regan Village in the amount of \$38,762.83. The motion passed by unanimous voice vote.

Updates to Town of Berryville Construction Standards and Specifications Manual

Ms. Dunkle directed the Council's attention to the report in which she had explained the changes recommended for verbiage pertaining to sanitary sewer pump stations.

Recorder Gibson moved that the Council of the Town of Berryville approve the proposed changes to the Construction Standards and Specifications Manual as presented. The motion passed by unanimous voice vote.

Administration and Finance

Ms. Poulin introduced the resolution to charge off delinquent personal property taxes for tax year 2015.

Recorder Gibson moved that the Council of the Town of Berryville adopt the **attached resolution to charge off delinquent personal property taxes for Tax Year 2015. The motion passed by unanimous voice vote.**

Town Manager

Mr. Dalton did not add to his written report. He thanked Ms. Marino of Berryville Main Street for her remarks and said that in a recent meeting with him she had requested that the Town renew BMS's lease on the property owned by the Town at 23 Main Street. He recommended a public hearing on the matter in November.

13. Committee Updates

Budget and Finance

Recorder Gibson said the committee would meet on September 28 at 10:30 a.m.

Community Development

Ms. Rodriguez said the committee had met in July to discuss the agreed-upon upgrade of the Town website and that it likely would meet in October and November.

Personnel

Mayor Arnold said the committee would meet on September 28 at 9:00 a.m. to discuss vacancies on appointive bodies.

Public Safety

Ms. McDonald said the committee would meet on September 28 at 2:00 p.m.

Streets and Utilities

Ms. Rodriguez said the committee had met in August to discuss stormwater projects being carried out with funding from the American Rescue Plan Act, and sewer fees. She said she would consult Ms. Harrison, the committee chair, about the date of the next meeting.

14. Closed Session

No closed session occurred.

15. Other

No other business came before the Council

16. Adjourn

The Council adjourned by consensus on a motion by Recorder Gibson at 8:37 p.m.

Erecka L. Gibson, Recorder

Paul Culp, Town Clerk

TOWN COUNCIL SIGN-UP SHEET

Public Hearing on Proposed Changes to Water and Sewer Fees and Charges
September 14, 2021

Name:	Town of Berryville Resident?
MARY WIE	<input checked="" type="radio"/> Yes <input type="radio"/> No
MARSHALL CASBY	<input checked="" type="radio"/> Yes <input type="radio"/> 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
	Yes No
	Yes No
	Yes No
	Yes No
	Yes No

TOWN COUNCIL SIGN-UP SHEET

Public Information Meeting on East and West Fairfax Street Sidewalk Grants
September 14, 2021

Name:	Town of Berryville Resident?	
Marianne Casey	<input checked="" type="radio"/> Yes	No
Michelle Martin	<input checked="" type="radio"/> 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
	Yes	No

BERRYVILLE TOWN COUNCIL SIGN-UP SHEET

Citizens' Forum

Tuesday, September 14, 2021

7:00 p.m.

Name: _____ **Town of Berryville Resident?**

Michelle Marino, Berryville 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

TOWN OF BERRYVILLE
SCHEDULE OF WATER AND SEWER FEES AND CHARGES

~~Effective November 19, 2020~~

Proposed to be effective November 18, 2021

I. USER FEES

A. WATER

1. Within corporate limits or the limits of an approved annexation area: \$8.15 per 1,000 gallons of usage. Minimum charge \$5.00 per month for usage under 1,000 gallons during billing period.
2. Other: \$10.18 per 1,000 gallons of usage. Minimum charge \$6.25 per month for usage under 1,000 gallons during billing period.

B. SEWER

1. Within corporate limits or the limits of an approved annexation area: \$17.27 per 1,000 gallons of usage. Minimum charge \$15.00 per month for usage under 1,000 gallons during billing period.
2. Other: \$21.58 per 1,000 gallons of usage. Minimum charge \$18.75 per month for usage under 1,000 gallons during billing period.

II. ADMINISTRATIVE AND FACILITIES FEES AND DEPOSITS

A. ADMINISTRATIVE AND FACILITIES FEES

Monthly Administrative and Facilities Fees, charged with usage:

Water: ~~\$7.13~~ 12.34

Sewer: ~~\$4.82~~ 7.22

Late Fee: 10% of bill amount

Service Disconnection/Reconnection Fee: \$50

Returned Check/ACH Fee: \$50

B. DEPOSITS

Residential: individually metered single-family units, town homes, and duplexes: \$240 255

Residential: multi-family with master meter: \$185 200 per unit

Business/Commercial excluding restaurants and laundries: \$240 255

Restaurant: \$835 850*

Laundry: \$4,560 4,575*

Institutional: \$1,580 1,595*

Industrial: \$5,600 5,615*

*Town Manager may increase or decrease on the basis of actual usage.

Note: Town Manager may establish reasonable deposit amounts for use types not anticipated by this schedule.

III. AVAILABILITY FEES

A. WATER

Meter Size (Inches)	Demand Ratio	Avail. Fee (Corp. Limits or Annex. Area)	Avail. Fee (Other)	Meter Cost
5/8	1	\$ 13,840.00	\$ 17,300.00	Meter Fee
3/4	1.5	\$ 20,760.00	\$ 25,950.00	Meter Fee
1	2.5	\$ 34,600.00	\$ 43,250.00	Meter Fee
1.5	4.375	\$ 60,550.00	\$ 75,688.00	Meter Fee
2	8	\$ 110,720.00	\$ 138,400.00	Meter Fee
3	16	\$ 221,444.00	\$ 276,800.00	Meter Fee
4	25	\$ 346,000.00	\$ 432,500.00	Meter Fee
6	50	\$ 692,000.00	\$ 865,000.00	Meter Fee

Greater than 6", Demand Ratio (AWWA M22) multiplied by fee for Demand Ratio 1.

Meter Size (Inches)	Demand Ratio	Avail. Fee (Corp. Limits or Annex. Area)	Avail. Fee (Other)	Meter Cost
5/8	1	\$ 14,118	\$ 17,648	Meter Fee
3/4	1.5	\$ 21,177	\$ 26,472	Meter Fee
1	2.5	\$ 35,295	\$ 44,120	Meter Fee
1.5	4.375	\$ 61,766	\$ 77,210	Meter Fee
2	8	\$ 112,944	\$ 141,184	Meter Fee
3	16	\$ 225,888	\$ 282,368	Meter Fee
4	25	\$ 352,950	\$ 441,200	Meter Fee
6	50	\$ 705,900	\$ 882,400	Meter Fee

Greater than 6", Demand Ratio (AWWA M22) multiplied by fee for Demand Ratio 1.

Notes:

(a) Multi-family residences are defined as any master-metered group of apartment, townhouse, condominium, or other residential units with each unit having separate kitchen facilities.

(b) In cases in which a master meter serves multi-family residences or a combination of multi-family and commercial units, the applicant will pay a fee based on the higher of A) an amount derived by multiplying the unit charge of \$11,072.8 by the applicable water availability fee for demand ratio 1 for a multi-family residence times the total number of residential and commercial units to be served by a single meter, or B) an amount based on the meter size as specified above.

(c) Meter fee is calculated by adding the cost of the meter and a 30% (of meter cost) handling fee.

B. SEWER

Meter Size (Inches)	Demand Ratio	Avail. Fee (Corp. Limits or Annex. Area)	Avail. Fee (Other)
5/8	1	\$ 17,865.00	\$ 18,581.00
3/4	1.5	\$ 22,298.00	\$ 27,872.00
1	2.5	\$ 37,163.00	\$ 46,453.00
1.5	4.375	\$ 64,960.00	\$ 81,200.00
2	8	\$ 118,920.00	\$ 148,650.00
3	16	\$ 237,840.00	\$ 297,300.00
4	25	\$ 371,625.00	\$ 464,531.00
6	50	\$ 743,250.00	\$ 929,050.00

Greater than 6", Demand Ratio (AWWA M22) multiplied by fee for Demand Ratio 1.

Meter Size (Inches)	Demand Ratio	Avail. Fee (Corp. Limits or Annex. Area)	Avail. Fee (Other)
5/8	1	\$ 15,162	\$ 18,952
3/4	1.5	\$ 22,743	\$ 28,428
1	2.5	\$ 37,905	\$ 47,380
1.5	4.375	\$ 66,334	\$ 82,915
2	8	\$ 121,296	\$ 151,616
3	16	\$ 242,592	\$ 303,232
4	25	\$ 379,050	\$ 473,800
6	50	\$ 758,100	\$ 947,600

Greater than 6", Demand Ratio (AWWA M22) multiplied by fee for Demand Ratio 1.

IV. LATERAL OR CONNECTION FEES

Connection to the Town's water distribution and/or sewer collection system may be completed only if the following conditions are met:

- Party applying to connect to the system agrees to assume all costs associated with connection to the systems, including excavation, taps, vaults, traffic control, restoration (including pavement), testing, inspections, etc.
- Contractor responsible for completing work has been vetted and approved by the Town.

- Plans for the work, including restoration, have been approved by the Town.
- Required surety has been approved and provided to the Town.
- Required insurance coverage is in place and documentation thereof provided to the Town.
- Required permits have been issued by the Town, Virginia Department of Transportation, or other applicable agency.

V. INSPECTIONS

A. Sanitary Sewer Camera Service and Storm Sewer Camera Inspection Service

1. Mains and Laterals Over 4 Inches in Diameter

Mobilization Fee: \$300

Camera Fee: ~~\$2.50~~ 3.00 per linear foot

2. 4-Inch Laterals

Laterals Under 50 Feet in Length: \$150

Laterals 50 Feet in Length or Greater: \$150 plus ~~\$2.50~~ 3.00 per linear foot

B. Inspections

Town staff: \$65 per hour (1 hour minimum for any inspection then billed at ½ hr. increments thereafter)

Licensed professional engineer or approved third-party inspector: Cost

C. Hydrant Flow Tests

\$65 per hour (1 hour minimum for any test then billed at ½ hr. increments thereafter) plus cost of water (includes water and sewer charges)

Notes:

Cleaning of lines will be required prior to camera use: Line cleaning is the responsibility of the applicant. If lines are not clean and camera crew must remobilize later to perform the inspection, a second mobilization fee will be charged.

Hydrant flow tests: Hydrant flow tests must be scheduled with the Director of Public Works no less than three workdays in advance of test. Contractor will supply gauges and will be responsible for recording results. Town personnel will operate hydrant.

VI. SIGNIFICANT INDUSTRIAL USER FEES

Sewer system discharge permit: \$500

VII. WATER METER TESTING

5/8" meter: \$100

All other meters: \$100 + cost

Note: Fee is refunded if meter is found to be over-registering.

VIII. HYDRANT METERS

Nonrefundable account establishment fee: \$50

Meter deposit: \$1,200-1,500 (deposit refunded upon return of undamaged meter)

Note: Usage metered through hydrant meters will be billed for both water and sewer user fees.

IX. UNAUTHORIZED USE OF SERVICE

For unauthorized water withdrawals from fire hydrants or any other part of the Town water system, or when a customer willfully takes steps to reactivate service after service has been disconnected by the Town because of nonpayment of any charge owed to the Town, and the Town must take action to discontinue service again by removal of the meter or by any other necessary measures, a \$250 charge for unauthorized use of services will be imposed. This charge will be in addition to any other charge for water and sewer services owed to the Town, and in addition to any legal remedies the Town may pursue for unauthorized use of service.

Approved by Town Council on September 8, 2020. EXPECTED on or about September 14, 2021.

Disqualification Made in Accordance with §2.2-3112 of the Virginia Code

I am aware the Town of Berryville is considering applying for a Transportation Alternatives Program grant from the Virginia Department of Transportation to construct public improvements along Fairfax Street. The first step in this grant process is for the Town Council, of which I am a member, to review public comment and Town staff's recommendation and determine whether the Town will apply for grant funds. If the grant is awarded, then the Town will be responsible for 20% of the cost of the project.

I am the owner of two improved properties with frontage on West Fairfax Street that will be affected by the proposed project. I have determined that I have an interest in this transaction.

Accordingly, I hereby disqualify and recuse myself from participating in this matter as a member of the Berryville Town Council.

Harry Lee Arnold

Date

Berryville -- Clarke County
Government Center
101 Chalmers Court, Suite A
Berryville, VA 22611



[T] 540/955-1099
[F] 540/955-4524
[E] info@berryvilleva.gov
www.berryvilleva.gov

BERRYVILLE
EST. 1798 *Genuine* VIRGINIA

RESOLUTION OF GOVERNING BODY OF THE TOWN OF BERRYVILLE

A RESOLUTION: IN SUPPORT OF THE VDOT TRANSPORTATION ALTERNATIVES PROGRAM GRANT FOR SIDEWALK INSTALLATION ON EAST FAIRFAX STREET

WHEREAS, the Council of the Town of Berryville ("Council") will be requesting Transportation Alternatives Program (TAP) grant funding in order to fund the construction of a new sidewalk on the south side of East Fairfax Street between Page Street and the Fellowship Square development; and

WHEREAS, Council has identified the need for pedestrian connectivity along Fairfax Street to accommodate safe pedestrian access by residents of new and existing multi- and single-family residential development; and

WHEREAS, Council has committed to provide the 20% match and provide future maintenance and upkeep of the completed project.

NOW, THEREFORE BE IT RESOLVED that the Council of the Town of Berryville, Virginia hereby supports the Transportation Alternatives Program grant application for the installation of sidewalk on the south side of East Fairfax Street between Page Street and the Fellowship Square development.

Passed this 14th day of September, 2021.

Attest:  By: Harry Lee Arnold, Jr., Mayor

CERTIFICATION

I hereby certify that the above resolution was duly adopted by the Council of the Town of Berryville, in a duly assembled meeting on the 14th day of September, 2021.


Erecka L. Gibson, Recorder

Harry Lee Arnold, Jr.
Mayor

Erecka L. Gibson
Recorder

Council Members

Donna Marie McDonald
Ward 1

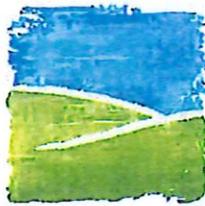
Diane Harrison
Ward 2

Grant Mazarino
Ward 3

Kara C. Rodriguez
Ward 4

Keith R. Dalton
Town Manager

Berryville – Clarke County
Government Center
101 Chalmers Court, Suite A
Berryville, VA 22611



[T] 540/955-1099
[F] 540/955-4524
[E] info@berryvilleva.gov
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BERRYVILLE
EST. 1798 *Genuine* VIRGINIA

RESOLUTION OF GOVERNING BODY OF THE TOWN OF BERRYVILLE

A RESOLUTION: IN SUPPORT OF THE VDOT TRANSPORTATION ALTERNATIVES PROGRAM GRANT FOR SIDEWALK AND ADDITIONAL FACILITIES INSTALLATION ON WEST FAIRFAX STREET.

WHEREAS, the Council of the Town of Berryville ("Council") will be requesting Transportation Alternatives Program (TAP) grant funding in order to fund the construction of sidewalk and associated improvements on West Fairfax Street between North Church Street and North Buckmarsh Street (US 340); and

WHEREAS, Council has identified the need for pedestrian connectivity along Fairfax Street to accommodate safe pedestrian access by residents of new and existing multi- and single-family residential development; and

WHEREAS, Council has committed to provide the 20% match and provide future maintenance and upkeep of the completed project.

NOW, THEREFORE BE IT RESOLVED that the Council of the Town of Berryville, Virginia hereby supports the Transportation Alternatives Program grant application for the installation of a sidewalk and associated improvements and on West Fairfax Street.

Passed this 14th day of September, 2021.

Attest: _____ By: Harry Lee Arnold, Jr., Mayor

CERTIFICATION

I hereby certify that the above resolution was duly adopted by the Council of the Town of Berryville, in a duly assembled meeting on the 14th day of September, 2021.

Erecka L. Gibson, Recorder

Harry Lee Arnold, Jr.
Mayor

Erecka L. Gibson
Recorder

Council Members

Donna Marie McDonald
Ward 1

Diane Harrison
Ward 2

Grant Mazzarino
Ward 3

Kara C. Rodriguez
Ward 4

Keith R. Dalton
Town Manager

TOWN COUNCIL
MOTION FOR APPROVAL:
ADOPTION OF RESOLUTION TO CHARGE OFF
DELINQUENT PERSONAL PROPERTY TAXES FOR TAX YEAR 2015

Date: September 14, 2021

Motion By: *Gibson*

Second By:

I hereby move that the Council of the Town of Berryville adopt the attached resolution to charge off delinquent personal property taxes for Tax Year 2015.

VOTE:

Aye: *Unanimous voice vote*

Nay:

Absent:

ATTEST: _____
Erecka L. Gibson, Recorder

TOWN OF BERRYVILLE
TOWN COUNCIL
RESOLUTION

WHEREAS, Section 58.1-3940 of the Code of Virginia, 1950, as amended, provides the collection of local personal property taxes shall only be enforceable for five years following December 31 of the year for which such taxes were assessed, and

WHEREAS, the attached personal property taxes assessed by the Town of Berryville, Virginia for tax year 2015, have remained delinquent for the year for which such taxes were assessed and are therefore rendered unenforceable,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Town of Berryville, Virginia, in meeting duly assembled this fourteenth day of September, 2021, that the attached list of delinquent personal property taxes for tax year 2015 shall be charged off the tax records of the Town of Berryville as uncollectible.

Harry Lee Arnold, Jr., Mayor

I hereby certify that the foregoing Resolution was duly adopted by the Council of the Town of Berryville in meeting assembled September 14, 2021.

ATTEST:

Erecka L. Gibson, Recorder

BERRYVILLE TOWN COUNCIL BUDGET AND FINANCE COMMITTEE
Berryville-Clarke County Government Center
MINUTES
September 28, 2021

A meeting of the Berryville Town Council Budget and Finance Committee was held on Tuesday, September 28, 2021 at 10:30 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; Cynthia Poulin, Treasurer; Paul Culp, Town Clerk

Other Town Council member present: Mayor Jay Arnold

Press present: none

1. Call to Order

Recorder Gibson called the meeting to order at 10:30 a.m.

2. Approval of Agenda

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

3. Unfinished Business

Budget Software and Reporting

Mr. Dalton said Ms. Poulin had been using the software and that the Town Council must decide precisely what type of reporting it desires. Recorder Gibson said Council member Kara Rodriguez had requested a three-to-five-year plan for all revenue and expenses. She said she considered three years more desirable, and that such reporting could begin after completion of the current budget cycle. Ms. McDonald concurred with this. Ms. Poulin said she would determine the method for generating such a report.

Recorder Gibson said the current type of budget-versus-actual report is easy to use. She asked for the addition of a summary of each fund, and for brief line-variance explanations where needed.

Recorder Gibson said the staff should continue with quarterly reports and that members of the Council who need information between reports could contact the staff with questions.

Budget Amendments

Ms. Poulin said the auditor had informed her that no amendments would be necessary for the use of funds obtained under the American Rescue Plan Act (ARPA). Mr. Dalton requested written confirmation as a matter of record-keeping.

4. New Business

Budget Calendar and Process

Recorder Gibson said the budget calendar in the agenda packet might eliminate the need for meeting in some circumstances. She said each committee should have the opportunity to express its desires for the budget, and Ms. McDonald concurred. There was a discussion of when to schedule discussions of the budget in the next few months.

Recorder Gibson said the Council should be mindful of the additional administrative load created by the infusion of ARPA funds. Mr. Dalton said the Town had not yet been able to fill some of the staff positions for which the Council had provided budgeting.

Reserves

Recorder Gibson said it is important to update the specifics annually and provide indications of how funds are to be applied in the future.

5. Other

None.

6. Closed Session

None.

7. Adjourn

Recorder Gibson invited a motion to adjourn. Ms. McDonald so moved, with the meeting adjourning by consensus at 11:18 a.m.

Report of the Department of Public Works October 4, 2021

Water

We experienced one significant water break last month. On September 23rd I was contacted by the on-call operator at the water plant that there was break in our 10" transmission line. I responded and located the leak in the 2,000 block of Springsbury Road.

After the Miss Utility Ticket cleared we excavated the area and found the source of the leak. A large rock was found to be resting on the top of the pipe which caused the line to rupture. We repaired the break by using a 10' piece of C909 PVC Pipe and two 10" Hy-Max Couplings.

Fluid Conservation Technology has finished their water leak survey throughout our distribution system they located two very minor leaks. The leaks located were in two meter setters and were repaired when found.

General Information

Our second phase of sidewalk replacement and asphalt contracts has begun. Finley Concrete has started replacing sidewalks on Jackson Drive and Mosby Blvd. Once the work in those areas is completed, they will then move onto Chamberlain & McClellan Street to replace sidewalks. The sidewalks being replaced have been previously identified as trip hazards. All sidewalks replacement is scheduled to be completed by October 30 2021.

Stuart M Perry was this low bidder for our annual asphalt contract. They returned the week of September 25th to complete the second phase of asphalt of this year's asphalt replacement. This second phase involved grading and asphaltting the cul-de-sac at the end of Byrd Avenue and Milling and paving the entrance to Berryville Glen and paving Burwell Court.

**Report will be
provided at meeting.**



BERRYVILLE POLICE DEPARTMENT

101 Chalmers Ct., Suite A, Berryville VA 22611

(T) 540.955.3863 (F) 540.955.0207

policeadmin@berryvilleva.gov

W. Neal White – Chief of Police

Police and Security Report

Month/Year: September 2021	Year To Date 2021	September 2021	August 2021
<u>Complaints Answered</u>			
911 Hang Up:	11	1	2
Alarms:	76	7	8
Animal Complaint:	70	9	8
Assault:	18	3	2
Assist County:	30	3	3
Assist EMS and Fire:	115	13	12
Auto Larceny:	4	1	1
Burglary:	1	1	0
Civil Complaints:	56	11	6
Disturbance:	26	7	4
Domestic Disturbance:	16	1	1
Driving Under the Influence	8	0	2
Drunk In Public:	4	1	1
Fraud:	17	3	0
Larceny:	33	4	3
Harassment/Intimidation:	23	2	5
Homicide:	0	0	0
Identity Theft	7	0	0
Juvenile Related:	25	11	1
Mental Health Crisis:	51	7	1
Narcotics Related:	4	1	1
Noise:	40	4	1
Public Service:	8	1	2
Sexual Assault:	2	1	1
Robbery:	0	0	0
Shoplifting:	0	0	0
Suspicious Activity:	112	15	14
Trespassing:	17	1	3
Vandalism:	46	4	2
Welfare Check:	79	10	9
Miscellaneous Complaints:	373	34	34
Total Complaints Answered:	1272	156	127



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W. Neal White – Chief of Police

Police and Security Report (Continued)

	Year To Date	September	August
	2021	2021	2021
<u>Traffic</u>			
Accidents Investigated:	40	6	4
Assist Motorist:	0	0	0
Child Safety Seat Install:	13	2	0
Funeral Escort:	21	2	6
Hit & Run:	12	2	0
Parking Tickets:	80	6	1
Traffic Warnings:	60	7	6
<u>Traffic Summons Issued</u>			
Defective Equipment:	0	0	0
Driving Suspended:	1	0	0
Expired Inspection:	6	0	1
Expired Registration:	2	1	0
Fail to Obey Highway Sign:	34	7	4
Fail to Obey Traffic Signals:	1	0	0
Fail to Stop/Lights & Siren:	0	0	0
Fail to Yield Right of Way:	6	0	0
Hit and Run:	1	0	0
No Liability Insurance:	1	0	1
No Operator's License:	2	0	0
No Seat Belt:	0	0	0
Reckless Driving:	7	2	1
Speeding:	45	15	8
Miscellaneous Summons:	7	0	0
Total Traffic Summons Issued:	113	25	15
<u>Found Open at Businesses in Town</u>			
Doors:	15	2	1
Windows:	0	0	0
Garage Doors:	0	0	0



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W. Neal White – Chief of Police

Police and Security Report (Continued)

	Year To Date	September	August
	2021	2021	2021
<u>Criminal Arrests Made</u>			
Abduction:	0	0	0
Arson:	0	0	0
Assault and Battery:	10	1	2
Assault and Battery on Police Officer:	1	0	1
Auto Larceny:	0	0	0
Breaking and Entering:	0	0	0
Capias:	3	0	1
Disorderly Conduct:	1	0	0
Driving Under the Influence:	7	0	2
Drunk In Public:	4	1	1
Fail to Obey Police Officer:	0	0	0
Fail to Pay Parking Ticket:	0	0	0
Forgery:	0	0	0
Fraud:	1	0	0
Homicide:	0	0	0
Illegal Drugs/Paraphernalia:	0	0	0
Larceny:	1	0	0
Possess Alcohol Underage:	0	0	0
Protective Order Violations:	1	0	0
Rape:	0	0	0
Resisting Arrest:	0	0	0
Robbery:	0	0	0
Shoplifting:	0	0	0
Trespassing:	2	1	0
Vandalism:	2	0	0
Weapons Violation:	0	0	0
Miscellaneous Criminal Arrests:	26	3	6
Juvenile Detention Order Totals:	15	0	0
Total Criminal Arrests:	74	6	13



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W. Neal White – Chief of Police

Police and Security Report (Continued)

	Year To Date 2021	September 2021	August 2021
<u>Response to Resistance</u>			
Total Community Interface	1409	196	152
Total Enforcement Contacts	217	38	38
Physical Custody	27	2	5
Reported Force Involved	1	1	0
Administrative Review - Justified	1	1	0
Administrative Review - Not Justified	0	0	0
Complaint of Injury - Arrestee	0	0	0
Medical Treatment for Injury - Arrestee	0	0	0
Complaint of Injury - Officer	0	0	0
Medical Treatment for Injury - Officer	0	0	0
<u>Type of Force Involved</u>			
Compliance Hold / Open Hands	0	0	0
Takedown	0	0	0
Strikes (Hands / Knees)	0	0	0
Chemical Sprays (O.C.)	0	0	0
Impact Weapon (Baton)	1	1	0
Mechanical Non-Lethal	0	0	0
Firearm	0	0	0
<u>Arrestee Demographics</u>			
White Male	16	0	4
Black Male	1	1	0
Other Male	1	0	0
White Female	5	1	1
Black Female	4	0	0
Other Female	0	0	0

Town Council Agenda Item Report Summary

October 12, 2021

Item Title

Community Development Update

Prepared By

Christy Dunkle

Planning Commission

The Planning Commission did not hold a meeting in September. They will be participating in the annexation public hearing at this meeting.

Berryville Area Development Authority

The BADA did not hold a meeting in September Their next meeting is scheduled for Wednesday, October 27 at 7:00 p.m.

Architectural Review Board

The Architectural Review Board did not hold a meeting in October. Their next meeting is scheduled for Wednesday, November 3 at 12:30 p.m.

Tree Board

The Tree Board did not hold an October meeting. Their next meeting is scheduled for Wednesday, December 1 at 7:00 p.m.

Board of Zoning Appeals

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

Town Council Agenda Item Report Summary

October 12, 2021

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
- Home construction and sales underway

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
- Fairfax Street opened to the public on December 14, 2020 connecting First Street to North Buckmarsh Street
- All 50 lots are either completed, under construction, or have grading plans submitted for review (the parking lot for the sales home is the only lot without applications submitted)
- Town staff will be conducting a site visit with the developer, the Town's engineer, and others to create a punch list of items that need to be repaired or reviewed (e.g., sidewalk repairs, ADA compliance) on September 9.

Hermitage Phase V

- 71 single-family homes
- Final phase of Hermitage subdivision (started 2000)
- Zoned R-1 and DR-1
- Phase V will have HOA oversight, other phases will not be affected
- Property purchased by D.R. Horton, Inc. in March 2021
- Pre-construction meeting was held on April 8, 2021
- Pre-blast surveys have been completed
- Land disturbance underway
- Grading plans have been submitted for individual lot development
- Staff continues to meet with the contractors to assure state and local compliance

On-Line Pmts - September 2021

Deposit Date	On Line Batch date	Checks		Credit Card		Total	Bk Ref
		Date to Bnk	Amount	Date to Bnk	Amount		
9/7/2021	9/1/2021		879.75		1,183.15	2,062.90	
9/7/2021	9/2/2021		94.74		1,139.58	1,234.32	UB Online Pmt deposited on 9/7/2021 Batch#18199
9/7/2021	9/3/2021		46.41		0.00	46.41	UB Online Pmt deposited on 9/7/2021 Batch#18220
9/7/2021	9/3/2021		628.70		372.74	951.44	TA{PP} Online Pmt deposited on 9/7/2021 Batch#18219
9/8/2021	9/4/2021		76.26		0.00	76.26	UB Online Pmt deposited on 9/7/2021 Batch#18221
9/9/2021	9/5/2021		381.30		0.00	381.30	UB Online Pmt deposited on 9/8/2021 Batch#18222
9/10/2021	9/6/2021		383.16		393.25	776.41	UB Online Pmt deposited on 9/9/2021 Batch#18223
9/13/2021	9/7/2021		909.29		3,476.05	4,385.34	UB Online Pmt deposited on 9/10/2021 Batch#18224
9/13/2021	9/8/2021		96.31		0.00	96.31	UB Online Pmt deposited on 9/13/2021 Batch#18239
9/13/2021	9/8/2021		177.94		1,459.40	1,637.34	TAX{PP} Online Pmt deposited on 9/13/2021 Batch#18265
9/13/2021	9/9/2021		305.29		1,206.56	1,511.85	UB Online Pmt deposited on 9/13/2021 Batch#18266
9/14/2021	9/10/2021		0.00		180.27	180.27	UB Online Pmt deposited on 9/13/2021 Batch#18279
9/14/2021	9/10/2021		1,618.12		873.54	2,491.66	TAX{PP} Online Pmt deposited on 9/14/2021 Batch#18283
9/15/2021	9/11/2021		102.00		92.56	194.56	UB Online Pmt deposited on 9/14/2021 Batch#18280
9/16/2021	9/12/2021		343.93		331.51	675.44	UB Online Pmt deposited on 9/15/2021 Batch#18281
9/17/2021	9/13/2021		878.20		820.87	1,699.07	UB Online Pmt deposited on 9/16/2021 Batch#18282
9/20/2021	9/14/2021		2,084.44		729.62	2,814.06	UB Online Pmt deposited on 9/17/2021 Batch#18286
9/20/2021	9/15/2021		1,108.22		1,763.37	2,871.59	UB Online Pmt deposited on 9/20/2021 Batch#18294
9/20/2021	9/16/2021		582.14		376.67	958.81	UB Online Pmt deposited on 9/20/2021 Batch#18297
9/21/2021	9/17/2021		0.00		170.16	170.16	UB Online Pmt deposited on 9/20/2021 Batch#18321
9/22/2021	9/18/2021		0.00		360.01	360.01	UB Online Pmt deposited on 9/21/2021 Batch#18353
9/23/2021	9/19/2021		341.78		665.37	1,007.15	UB Online Pmt deposited on 9/22/2021 Batch#18354
9/24/2021	9/20/2021		434.68		469.40	904.08	UB Online Pmt deposited on 9/23/2021 Batch#18355
9/27/2021	9/21/2021		141.85		266.72	408.57	UB Online Pmt deposited on 9/24/2021 Batch#18365
9/27/2021	9/22/2021		0.00		91.19	91.19	UB Online Pmt deposited on 9/27/2021 Batch#18371
9/27/2021	9/22/2021		251.73		2,036.16	2,287.89	TAX{PP} Online Pmt deposited on 9/27/2021 Batch#18395
9/27/2021	9/23/2021		0.00		80.00	80.00	UB Online Pmt deposited on 9/27/2021 Batch#18396
9/27/2021	9/23/2021		0.00		582.00	582.00	TAX{PP} Online Pmt deposited on 9/27/2021 Batch#18406
9/28/2021	9/24/2021		106.76		83.89	190.65	UB Online Pmt deposited on 9/27/2021 Batch#18407
10/1/2021	9/27/2021		0.00		37.50	37.50	UB Online Pmt deposited on 9/28/2021 Batch
10/1/2021	9/27/2021		127.10		70.00	197.10	TAX{PP} Online Pmt deposited on 10/1/2021 Batch#18415
10/4/2021	9/28/2021		0.00		40.64	40.64	UB Online Pmt deposited on 10/1/2021 Batch#18416
10/4/2021	9/28/2021		152.52		-	152.52	TAX{PP} Online Pmt deposited on 10/4/2021 Batch#18427
10/4/2021	9/29/2021		0.00		109.58	109.58	UB Online Pmt deposited on 10/4/2021 Batch#18428
10/4/2021	9/30/2021		254.20		399.51	653.71	TAX{RE} Online Pmt deposited on 10/4/2021 Batch#18430
						0.00	UB Online Pmt deposited on 10/4/2021 Batch#18438

32,318.09

1,191.05

Cleared in October

31,127.04

Cleared in September

Cash Balance Report

Period Ending 9/30/2021

Town of Berryville

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Bank 1	Bank of Clarke Operating Acct#- 1138499	Balance
Account		
	100-1140000-0000 B/C OPR	-\$112,387.14
	501-1140000-0000 B/C OPR	-\$10,689.04
	502-1140000-0000 B/C OPR	-\$33,087.66
	Bank 1 Total:	-\$156,163.84
Bank 2	Bank of Clarke NOW Acct#- 1138502	Balance
Account		
	100-1149000-0000 B/C NOW	\$5,487,561.03
	501-1149000-0000 B/C NOW	\$1,413,550.93
	502-1149000-0000 B/C NOW	\$4,749,551.85
	Bank 2 Total:	\$11,650,663.81
Bank 3	Bank of Clarke Payroll Acct#- 1139510	Balance
Account		
	100-1121000-0000 CASH/ BC PAYROLL	\$61,935.92
	501-1121000-0000 CASH/BC PAYROLL	\$9,386.31
	502-1121000-0000 CASH/BC PAYROLL	\$6,338.37
	Bank 3 Total:	\$77,660.60
Bank 4	Bank of Clarke CIP Acct#- 1138405	Balance
Account		
	100-1123000-0000 BC/CIP CD	\$942,815.48
	501-1123000-0000 BC/CIP	\$2,427,957.95
	502-1123000-0000 BC/CIP	\$3,527,130.75
	Bank 4 Total:	\$6,897,904.18
Bank 5	Bank of Clarke SW Acct#- 1138413	Balance
Account		
	100-1128000-0000 BC/SWMGT CD	\$464,204.35
	Bank 5 Total:	\$464,204.35
Bank 6	Bank of Clarke PDAF Acct#- 1138421	Balance
Account		
	100-1131000-0000 PD ASSET FORFEITURE	\$26,927.26
	Bank 6 Total:	\$26,927.26
Bank 7	Bank of Clarke DSR Acct#- 1138456	Balance
Account		
	100-1124000-0000 BC/RDA DEBT SER RES	\$111,318.86
	Bank 7 Total:	\$111,318.86
Bank 8	Bank of Clarke PPTRA Acct#- 1138464	Balance
Account		

Cash Balance Report

Period Ending 9/30/2021

Town of Berryville
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	100-1125000-0000 BC/PPTRA RES	\$403,651.26
	501-1125000-0000 BC/PPTRA RESERVE	\$0.00
	502-1125000-0000 BC/PPTRA RESERVE	\$0.00
	Bank 8	Total:
		\$403,651.26
Bank 9	Bank of Clarke RAU Acct#- 1138472	
	Account	Balance
	100-1145000-0000 BCC Rau Account	\$944.32
	Bank 9	Total:
		\$944.32
Bank 10	Bank of Clarke VRA Reserve Acct#- 6041647	
	Account	Balance
	502-1155000-0000 BC/VRA Reserve Account	\$470,002.00
	Bank 10	Total:
		\$470,002.00
Bank 11	Bank of Clarke Proffer Reserve Acct#- 1897098	
	Account	Balance
	100-1126000-0000 Cash BC/Proffers Reserve	\$90,473.66
	501-1126000-0000 CASH/BC Proffers Reserve	\$0.00
	502-1126000-0000 CASH/BC Proffers Reserve	\$0.00
	Bank 11	Total:
		\$90,473.66
Bank 12	Bank of Clarke Performance Bonds Acct#- 1910841	
	Account	Balance
	100-1135000-0000 B/C PERFORMANCE BONDS	\$11,281.05
	Bank 12	Total:
		\$11,281.05
Bank 13	BB&T Acct#- 5137523525	
	Account	Balance
	100-1130000-0000 CASH/BB&T MM+	\$68,519.71
	501-1130000-0000 CASH/BB&T MM+	\$0.00
	502-1130000-0000 CASH/BB&T MM+	\$0.00
	Bank 13	Total:
		\$68,519.71
Bank 14	Bank of Clarke PD Contributions Acct#- 5759859	
	Account	Balance
	100-1133000-0000 PD Contributions	\$2,757.84
	Bank 14	Total:
		\$2,757.84
Bank 15	Bank of Clarke PSN Refund/Pmt. Acct. Acct#- 6079334	
	Account	Balance
	100-1146000-0000 BC PSN Refund Acct	\$0.00
	Bank 15	Total:
		\$0.00
Bank 16	Bank of Clarke PSN Dep. Acct. Acct#- 6079326	
	Account	Balance

Cash Balance Report
Period Ending 9/30/2021

Town of Berryville
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100-1147000-0000 BC PSN Deposit Acct			-\$30.42
501-1147000-0000 BC PSN Deposit Acct.			\$10.65
502-1147000-0000 BC PSN Deposit Acct.			\$19.77
	Bank 16	Total:	\$0.00

Total Cash Balance:	\$20,120,145.06
---------------------	-----------------

Berryville Town Council Item Report

October 2021

Berryville Auto Parts

August/September Activity Paid In August/September

<u>Department</u>	<u>Date</u>	<u>Description of Transaction</u>	<u>Invoice Amount</u>	
Police Dept	8/10/2021	2014 EXPLORER #02: NO WINDSHIELD WIPER FLUID, RECONNECT HOSE REFILL FLUID N/C	\$ -	
			\$ -	
			\$ -	
	8/14/2021	2018 EXPLORER #03: A/C DIAGNOSTICS, LOW SIDE VALVE LEAK, R& R VALVE CORE, RECHARGE, PASSENGER FRONT TIRE SCREW IN IT, ALL BELOR 50%, MOUNT AND BALANCE 4 NEW TIRES	\$ 198.43	
			\$ 198.43	
	8/30/2021	2018 EXPLORER #03: CK A/C NOT COOLING, CK FREON PRESSURE, HAS 44 DEG AT VENT VAC DOWN AND RECHARGE, NO PROBLEM, N/C	\$ -	
			\$ -	
	9/27/2021	SHIPPING OF A PART	\$ 26.36	
			\$ 26.36	
				\$ 224.79
PUBLIC WORKS	9/1/2021	OIL AND FILTERS FOR f350 DUMP TRUCK	\$ 119.10	
			\$ 119.10	
	9/1/2021	OIL AND FILTERS FOR F250 PICK UP	\$ 53.51	
			\$ 53.51	
	9/23/2021	SHOP SUPPLIES- PRIM WIRE	\$ 15.38	
		\$ 15.38		
9/23/2021	SHOP SUPPLIES - RAIN X, TUFF STUFF, GLASS CLEANER	\$ 24.19		
		\$ 24.19	\$ 212.18	
Utilities	9/10/2021	USB THUMB DRIVES	\$ 18.60	
			\$ -	
			\$ -	
			\$ -	
			\$ 18.60	\$ 18.60
			\$ 455.57	
		Total spent in June/July 2021		\$ 918.83
		Previous Months Balance forward		\$ 1,374.40
		Total spent fiscal year to date		

NOTES:

ALL STATE INSPECTIONS ARE DONE AT NO CHARGE

Total Shop Supplies to date	\$ 267.19
Total Vehicle charges to date	\$ 1,107.21

Check Listing

Date From: 9/1/2021 Date To: 9/30/2021
Vendor Range: 4IMPRINT, INC. - ZENON ENVIRONMENTAL CORPORATION

Town of Berryville
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Check Number	Bank	Vendor	Date	Amount
6872	1	AMBROSIO MARJORIE M 1775	09/08/2021	\$29.14
6873	1	BRADLEY MOTTER	09/08/2021	\$31.95
6874	1	CIVICPLUS	09/08/2021	\$5,845.29
6875	1	JENNIFER VASQUEZ	09/08/2021	\$79.42
6876	1	MATTHEW WAYNE RHODES	09/08/2021	\$136.79
6877	1	Nationwide Retirement Solutions	09/08/2021	\$735.00
6878	1	Northern Virginia Daily	09/08/2021	\$371.00
6879	1	Skyline Regional CJA	09/08/2021	\$4,980.00
6880	1	The Hall Company	09/08/2021	\$1,696.67
6881	1	THE POLICE AND SHERIFFS PRESS	09/08/2021	\$50.10
6882	1	Treasurer of Virginia - DEQ	09/08/2021	\$2,940.00
6883	1	VA Dept of Criminal Justice Services	09/09/2021	\$4,738.00
6884	1	ANDERSON LAWN CARE, INC.	09/14/2021	\$1,100.00
6885	1	Bureau for Child Support Enforcement	09/14/2021	\$875.00
6886	1	COMBS WASTEWATER MANAGEMENT LLC	09/14/2021	\$75.00
6887	1	CORE & MAIN LP	09/14/2021	\$172,410.48
6888	1	Douglas A. Shaffer	09/14/2021	\$75.00
6889	1	Fluid Conservation Tech, Inc.	09/14/2021	\$8,662.60
6890	1	H. Allen Kitseiman	09/14/2021	\$75.00
6891	1	Keith Dalton	09/14/2021	\$50.00
6892	1	KIM PATTON	09/14/2021	\$1,151.60
6893	1	Minnesota Life Insurance Co.	09/14/2021	\$220.40
6894	1	Nationwide Retirement Solutions	09/14/2021	\$735.00
6895	1	Select Specialty Products	09/14/2021	\$381.19
6896	1	Stuart M. Perry, Inc	09/14/2021	\$1,272.93
6897	1	VALLEY REGIONAL ENTERPRISES, INC.	09/14/2021	\$73.00
6898	1	Barns of Rose Hill	09/24/2021	\$3,500.00
6899	1	BLUE RIDGE STUDIO PERFORMING A	09/24/2021	\$500.00
6900	1	Denali Water Solutions LLC	09/24/2021	\$17,620.80
6901	1	Finley Asphalta	09/24/2021	\$39,842.88
6902	1	Hach Company	09/24/2021	\$25,208.00
6903	1	Indian River Equipment Co.	09/24/2021	\$7,265.00

Check Listing

Date From: 9/1/2021 Date To: 9/30/2021

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

Town of Berryville
10/01/2021 02:37 PM

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Check Number	Bank	Vendor	Date	Amount
6904	1	LEIGH ANN HAUGHT	09/24/2021	\$179.58
6905	1	LESLIE KELLEY	09/24/2021	\$10.00
6906	1	MARTY BAHAMONDE	09/24/2021	\$123.32
6907	1	Michelle M. Jones	09/24/2021	\$752.50
6908	1	Northern Shenandoah Valley Regional Commission	09/24/2021	\$655.65
6909	1	PENNONI ASSOCIATES INC	09/24/2021	\$2,325.00
6910	1	SKYLINE QUILTERS	09/24/2021	\$500.00
6911	1	Southern Software, Inc.	09/24/2021	\$6,151.00
6912	1	The Winchester Star	09/24/2021	\$1,412.74
6913	1	Treasurer of Frederick County	09/24/2021	\$5,518.96
6914	1	VICKI F TRAPNELL	09/24/2021	\$123.32
6915	1	VIRASEC IT Support Services, Inc.	09/24/2021	\$2,581.13
6916	1	William Steinmetz	09/24/2021	\$1,165.84
6917	1	Bureau for Child Support Enforcement	09/30/2021	\$875.00
6918	1	Catherine Levi	09/30/2021	\$1,105.44
6919	1	J. J. KELLER & ASSOCIATES INC	09/30/2021	\$272.04
6920	1	Nationwide Retirement Solutions	09/30/2021	\$735.00
6921	1	PENNONI ASSOCIATES INC	09/30/2021	\$32,216.50
6922	1	SUSAN HETZEL	09/30/2021	\$69.32
6923	1	TETI MARIE ANNE/TEX	09/30/2021	\$1,198.20
6924	1	Waterloo Electric Service, LLC	09/30/2021	\$1,950.27
53	Checks Totalling -			\$362,648.05

Totals By Fund

	Checks	Voids	Total
100	\$115,734.76		\$115,734.76
501	\$139,995.79		\$139,995.79
502	\$106,917.50		\$106,917.50
Totals:	\$362,648.05		\$362,648.05



BERRYVILLE TOWN OF

Purchasing Card

September 01, 2021 - September 30, 2021

Company Statement

Account Information	Payment Information	Account Summary
Mail Billing Inquiries to: BANKCARD CENTER PO Box 660441 Dallas, TX 75266-0441 TTY Hearing Impaired: Dial "711" Outside the U.S.: 1.509.353.6656 24 Hours For Lost or Stolen Card: 1.888.449.2273 24 Hours	Statement Date 09/30/21 Payment Due Date 10/25/21 Days in Billing Cycle 30 Credit Limit \$500,000 Cash Limit \$0 Total Payment Due \$108,698.10	Previous Balance \$86,855.62 Payments -\$86,855.62 Credits -\$9.80 Cash \$0.00 Purchases \$108,707.90 Other Debits \$0.00 Overlimit Fee \$0.00 Late Payment Fee \$0.00 Cash Fees \$0.00 Other Fees \$0.00 Finance Charge \$0.00 Current Balance \$108,698.10

Important Messages

Please do not send payment. Your automatic payment is scheduled to be credited to this account on 10/25/21.

Global Card Access – your card information whenever, wherever and however you need it. From the dashboard, you can quickly check your credit limit, balance, available credit and recent card activity. Other features like View PIN, Change PIN, Lock Card and Alerts help you keep your card secure. For added convenience, you can easily view or download your current statement up to 12 months of past statements. Visit www.bofa.com/globalcardaccess to register your card and start using Global Card Access today.

Cardholder Activity Summary

Account Number	Credits	Cash	Purchases and Other Debits	Total Activity
Credit Limit				

8685562 0869810 0869810 4715291201837237

Account Number: [REDACTED]
 September 01, 2021 - September 30, 2021

Total Payment Due **\$108,698.10**
 Payment Due Date 10/25/21

Enter payment amount

\$

BANK OF AMERICA
 PO BOX 15731
 WILMINGTON, DE 19886-5731

BERRYVILLE TOWN OF
 STE A
 101 CHALMERS CT
 BERRYVILLE, VA 22611-1387

Mail this coupon along with your check payable to:
 BANK OF AMERICA

Posting payments: Payments received by mail at the remittance address shown on the Payment Coupon portion of the face of this statement on a banking day will be posted to your account on the day received. If we receive your mailed payment on a non-banking day, we will post it to your account on the next banking day. There may be a delay of up to 5 banking days in posting payments made at a location other than the mailing address listed on the front of your payment coupon.

Service for the hearing impaired (TTY/TDD): We accept calls made through relay services (dial 711).

Telephone monitoring: For the purposes of monitoring and improving the quality of service, Bank's supervisory personnel may listen to and/or record telephone calls between Bank employees and any person acting on Company's behalf.

In case of errors or questions about your bill: Errors or questions about your bill must be received in writing no later than 60 days after we sent you the first statement on which the error or problem appeared. Please mail this information to BANKCARD CENTER, PO BOX 660441, DALLAS, TX 75266-0441. Your letter must include the following information:

- The company name, cardholder name and account number in question.
- The dollar amount of the suspected error.
- A written description of the error and why you believe there is an error. If you need more information, describe the item you are unsure about.

Customer Service:	For questions regarding transactions, general assistance, and reporting lost and stolen cards, call:	
	<u>Within the U.S.</u> 1.888.449.2273	<u>Outside the U.S.</u> 1.509.353.6656 (collect calls accepted)

Thank you for your business.

Posting payments: Payments received by mail at the remittance address shown on the Payment Coupon portion of the face of this statement on a banking day will be posted to your account on the day received. If we receive your mailed payment on a non-banking day, we will post it to your account on the next banking day. There may be a delay of up to 5 banking days in posting payments made at a location other than the mailing address listed on the front of your payment coupon.

BERRYVILLE TOWN OF
 [REDACTED]
 September 01, 2021 - September 30, 2021
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Cardholder Activity Summary				
<i>Account Number</i>	<i>Credits</i>	<i>Cash</i>	<i>Purchases and Other Debits</i>	<i>Total Activity</i>
ALSBERRY, CONNER D [REDACTED]				
500	0.00	0.00	170.93	170.93
BOOR, RICK [REDACTED]				
15,000	0.00	0.00	8,039.17	8,039.17
BOOTH, KEVIN [REDACTED]				
1,000	9.80	0.00	652.13	642.33
BÜSSERT, ERNIE [REDACTED]				
15,000	0.00	0.00	14,094.05	14,094.05
CULP, PAUL [REDACTED]				
5,000	0.00	0.00	474.99	474.99
DORSEY, DANIEL [REDACTED]				
500	0.00	0.00	155.28	155.28
ELLIOTT, RALPH [REDACTED]				
5,000	0.00	0.00	507.35	507.35
FERREBEE, DARRELL [REDACTED]				
500	0.00	0.00	288.61	288.61
GRIFFITH, RICHARD A [REDACTED]				
500	0.00	0.00	154.53	154.53
JOHNSON, KAREN [REDACTED]				
1,000	0.00	0.00	29.65	29.65
KERN, JODI [REDACTED]				
5,000	0.00	0.00	870.42	870.42
LINK, BRIAN [REDACTED]				
1,000	0.00	0.00	473.57	473.57
PETTI, ROMAN [REDACTED]				
500	0.00	0.00	168.47	168.47
POULIN, CYNTHIA [REDACTED]				
50,000	0.00	0.00	46,370.57	46,370.57
SHEETZ, CULLEN [REDACTED]				
500	0.00	0.00	241.56	241.56
STOVER, KEITH [REDACTED]				
1,000	0.00	0.00	992.56	992.56
TYRRELL, DAVE [REDACTED]				
35,000	0.00	0.00	33,572.54	33,572.54
WHITE, NEAL [REDACTED]				
15,000	0.00	0.00	1,451.52	1,451.52

Transactions								
<i>Posting</i>	<i>Transaction</i>	<i>Date</i>	<i>Date</i>	<i>Description</i>	<i>Reference Number</i>	<i>MCC</i>	<i>Charge</i>	<i>Credit</i>
				BERRYVILLE TOWN OF				Total Activity
				Account Number: [REDACTED]				-\$86,855.62
09/24	09/24			AUTO PAYMENT DEDUCTION		0071		86,855.62
				ALSBERRY, CONNER D				Total Activity
				Account Number: [REDACTED]				170.93
09/06	09/03			IN *TOTAL IMAGE WORKINGMAWINCHESTER VA	24692161247100145979633	5399	169.99	

BERRYVILLE TOWN OF

September 01, 2021 - September 30, 2021

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Transactions

Posting Date	Transaction Date	Description	Reference Number	MCC	Charge	Credit
09/24	09/23	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971267091402000095	5251	0.94	
BOOR, RICK						Total Activity
Account Number: [REDACTED]						8,039.17
09/09	09/08	KIRBY BUILT PRODUCTS 866-965-4729 IL	24005941251300600703128	5099	218.39	
09/09	09/08	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971252091402000019	5251	5.87	
09/13	09/10	GRIFFITH ENERGY SERVIC 410-956-3000 MD	24258021255017022603675	5983	896.80	
09/13	09/10	GRIFFITH ENERGY SERVIC 410-956-3000 MD	24258021255017022603618	5983	1,594.67	
09/15	09/13	BROY & SON PUMP SERVICE 540-9553928 VA	24073141257900011900011	1799	561.83	
09/20	09/17	SHADE EQUIPMENT CO-WINCHEWINCHESTER VA	24412901260027012934963	5599	2,571.65	
09/23	09/22	JAMES RIVER EQUIPMENT WIN540-6679777 VA	24067201265222190503163	5046	508.00	
09/30	09/29	CLARKE COUNTY AUTOMOTIVE BERRYVILLE VA	24247601272200120149302	7538	1,681.96	
BOOTH, KEVIN						Total Activity
Account Number: [REDACTED]						642.33
09/01	08/31	CLARKE COUNTY AUTOMOTIVE BERRYVILLE VA	24247601243200122071872	7538	372.55	
09/01	08/31	WAL-MART #4514 WINCHESTER VA	24226381244091004111677	5411	100.00	
09/14	09/13	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971257091402000089	5251	65.79	
09/14	09/13	BERRYVILLE TRUE VALUE BERRYVILLE VA	74801971257091402000100	5251		9.80
09/22	09/21	SHADE EQUIPMENT CO-WINCHEWINCHESTER VA	24412901264027012592163	5599	104.00	
09/28	09/27	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971271091400000067	5251	9.79	
BUSSERT, ERNIE						Total Activity
Account Number: [REDACTED]						14,084.05
09/03	09/02	USA BLUE BOOK 800-548-1234 IL	24940451245636000055644	5085	50.01	
09/03	09/02	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971246091400000044	5251	120.43	
09/06	09/03	LOWES #02724* WINCHESTER VA	24692161246100062296293	5200	457.90	
09/06	09/03	JNO. S SOLENBERGER AND C WINCHESTER VA	24138291247400007419265	5251	185.01	
09/09	09/07	COYNE CHEMICAL 215-785-3000 PA	24137461251500788074149	5169	1,439.00	
09/09	09/07	COYNE CHEMICAL 215-785-3000 PA	24137461251500788074222	5169	736.50	
09/09	09/07	MCMaster-CARR 630-834-9600 IL	24789301251216800431279	5085	182.51	
09/09	09/07	MCMaster-CARR 630-834-9600 IL	24789301251216800431618	5085	426.77	
09/13	09/09	COYNE CHEMICAL 215-785-3000 PA	24137461253500893494149	5169	920.11	
09/13	09/09	COYNE CHEMICAL 215-785-3000 PA	24137461253500893494222	5169	518.12	
09/14	09/13	USA BLUE BOOK 800-548-1234 IL	24940451266636000058610	5085	291.53	
09/15	09/13	MCMaster-CARR 630-834-9600 IL	24789301257241700247595	5085	195.87	
09/16	09/14	COYNE CHEMICAL 215-785-3000 PA	24137461258500803303146	5169	668.00	
09/16	09/14	COYNE CHEMICAL 215-785-3000 PA	24137461258500803303229	5169	657.00	
09/20	09/17	COYNE CHEMICAL 215-785-3000 PA	24137461261501121068986	5169	889.89	
09/20	09/17	MCMaster-CARR 630-834-9600 IL	24789301262258900109642	5085	60.96	
09/21	09/20	USA BLUE BOOK 800-548-1234 IL	24940451263636000055872	5085	798.52	
09/21	09/20	USA BLUE BOOK 800-548-1234 IL	24940451263636000056862	5085	1,210.61	
09/21	09/20	USA BLUE BOOK 800-548-1234 IL	24940451263636000057183	5085	500.52	
09/24	09/22	COYNE CHEMICAL 215-785-3000 PA	24137461266500966264085	5169	2,057.36	
09/24	09/22	COYNE CHEMICAL 215-785-3000 PA	24137461266500966264168	5169	1,727.43	
CULP, PAUL						Total Activity
Account Number: [REDACTED]						474.99
09/01	08/31	STAPLS7338281198000001 877-8267755 NJ	24164071243105300286348	5111	39.99	
09/06	09/03	STAPLS7338597185000001 877-8267755 NJ	24164071246105020235861	5111	57.65	
09/10	09/09	STAPLS7338926854000001 877-8267755 NJ	24164071252105080368702	5111	98.96	
09/10	09/09	STAPLS7338926854000002 877-8267755 NJ	24164071252105970368705	5111	53.98	
09/13	09/11	STAPLS7339156695000001 877-8267755 NJ	24164071255105100448226	5111	51.71	
09/20	09/18	STAPLS7339677509000001 877-8267755 NJ	24164071262105170451622	5111	35.71	
09/22	09/21	STAPLS7339677509000002 877-8267755 NJ	24164071264105970451622	5111	16.09	
09/27	09/24	STAPLS7339266547000001 877-8267755 NJ	24164071267105130652629	5111	14.98	
09/27	09/25	STAPLS7339266547000002 877-8267755 NJ	24164071269105970652620	5111	34.23	
09/29	09/28	VISTAPR*VistaPrint.com 866-8936743 MA	24692161271100131102884	2741	38.94	
09/30	09/29	STAPLS7340366644000001 877-8267755 NJ	24164071272105280381469	5111	32.75	
DORSEY, DANIEL						Total Activity
Account Number: [REDACTED]						165.28
09/13	09/10	ABC-NV 913-8954600 KS	24270741253900015378604	8999	121.00	
09/20	09/17	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971261091400000135	5251	34.28	
ELLIOTT, RALPH						Total Activity
Account Number: [REDACTED]						507.35
09/02	09/01	LOWES #00656* WINCHESTER VA	24692161244100629818730	5200	87.92	
09/02	09/01	WM SUPERCENTER #1406 WINCHESTER VA	24445001245400186155303	5411	78.53	
09/06	09/02	GRAND RENTAL STATION 540-6671400 VA	24073141246900014100035	7394	18.00	
09/23	09/22	SHADE EQUIPMENT CO-WINCHEWINCHESTER VA	24412901265027012582056	5599	322.90	
FERREBEE, DARRELL						Total Activity
Account Number: [REDACTED]						288.61
09/06	09/03	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971247091402000199	5251	14.69	

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Date	Date	Description	Reference Number	MCC	Charge	Credit		
09/13	09/09	ANDERSON'S NURSERY BERRYVILLE VA	24061061253016028573754	5261	148.00			
09/22	09/21	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971265091408000018	5251	0.98			
09/27	09/25	IN *TOTAL IMAGE WORKINGMAWINCHESTER VA	24692161269100712544292	5399	124.94			
GRIFFITH, RICHARD A							Total Activity	154.53
Account Number: [REDACTED]								
09/24	09/23	CLARKE COUNTY AUTOMOTIVE BERRYVILLE VA	24247601266200124176127	7538	154.53			
JOHNSON, KAREN							Total Activity	29.65
Account Number: [REDACTED]								
09/02	09/01	USPS PO 5107560300 BERRYVILLE VA	24137461245001434133420	9402	29.05			
09/03	09/02	Amazon web services aws.amazon.coWA	24692161245100386762385	7399	0.60			
KERN, JODI							Total Activity	870.42
Account Number: [REDACTED]								
09/02	08/31	STAPLES 00103515 WINCHESTER VA	24164071244105005824079	5943	19.99			
09/10	09/09	VA DMV ONLINE BILLING PAY804-4977100 VA	24755421253132531340594	9399	75.00			
09/17	09/16	USPS PO 5107560300 BERRYVILLE VA	24137461260001461474424	9402	388.00			
09/23	09/22	MSFT * E0100FVMGE 800-642-7676 WA	24430991265400818066856	5045	166.61			
09/29	09/28	AMZN Mktp US*2C4IX1XH0 Amzn.com/billWA	24692161271100208745930	5942	14.99			
09/30	09/29	STAPLS7340371767000001 877-8267755 NJ	24164071272105280404824	5111	205.83			
LINK, BRIAN							Total Activity	473.67
Account Number: [REDACTED]								
09/13	09/10	REXEL 3128 WINCHESTER VA	24492151254082549642269	5065	163.16			
09/24	09/23	LOWES #02724* WINCHESTER VA	24692161266100258552389	5200	230.86			
09/28	09/27	LOWES #02724* WINCHESTER VA	24692161270100445627924	5200	59.96			
09/28	09/27	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971271091400000224	5251	19.59			
PETTI, ROMAN							Total Activity	168.47
Account Number: [REDACTED]								
09/20	09/17	FRONT ROYAL RURAL KING FRONT ROYAL VA	24055231261400660000655	5999	168.47			
POULIN, CYNTHIA							Total Activity	46,370.57
Account Number: [REDACTED]								
09/09	09/09	COMCAST 800-COMCAST MD	24692161252100322224508	4899	114.32			
09/14	09/13	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231681256747007641934	4900	4,789.10			
09/14	09/13	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231681256747007641850	4900	8,646.57			
09/14	09/13	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231681256747007641926	4900	5,190.45			
09/20	09/17	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941661260083725587572	4900	25,190.71			
09/20	09/17	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941661260083736964844	4900	100.00			
09/21	09/20	VIRGINIA STATE POLICE 804-2785305 VA	24755421264132641673766	9399	15.00			
09/22	09/21	J J KELLER & ASSOCIATES 920-722-2848 WI	24055231264762859549108	2741	272.04			
09/22	09/21	IN *TRUESHRED 888-7508783 VA	24692161264100926713936	7399	54.00			
09/23	09/23	COMCAST 800-COMCAST MD	24692161266100914555412	4899	150.23			
09/24	09/23	VERIZONWRLSS*RTCCR VB 800-922-0204 FL	24692161266100998287411	4814	1,251.45			
09/24	09/23	VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692161266100056834765	4814	199.56			
09/24	09/23	VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692161266100056834880	4814	397.14			
SHEETZ, CULLEN							Total Activity	241.56
Account Number: [REDACTED]								
09/03	09/01	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767891245191700087866	5533	53.51			
09/03	09/01	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767891245191700087916	5533	119.10			
09/16	09/15	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971259091406000018	5251	29.38			
09/27	09/23	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767891267283300094435	5533	15.38			
09/27	09/23	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767891267283300094443	5533	24.19			
STOVER, KEITH							Total Activity	992.56
Account Number: [REDACTED]								
09/16	09/15	CLARKE COUNTY AUTOMOTIVE BERRYVILLE VA	24247601258200123083738	7538	645.84			
09/17	09/16	LOWES #02724* WINCHESTER VA	24692161259100050231124	5200	137.64			
09/20	09/16	TIMBROOK HONDA OF WINCHESWINCHESTER VA	24269791260500640795310	5013	202.23			
09/22	09/21	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971265091408000547	5251	6.85			
TYRRELL, DAVE							Total Activity	33,672.54
Account Number: [REDACTED]								
09/01	08/31	GIANT MARTINS #6558 BERRYVILLE VA	24692161243100859264754	5411	10.25			
09/01	08/30	MID ATLANTIC CRANE AND EQ919-7903535 NC	24207851243166301035781	5046	2,425.00			
09/01	08/30	MID ATLANTIC CRANE AND EQ919-7903535 NC	24207851243166301035799	5046	4,980.01			
09/03	09/02	AMZN MKTP US*253HVIJH2 AMAMZN.COM/BILLWA	24431061245083320559042	5942	795.00			
09/09	09/08	IN *JOINER LABS, LLC 540-3477212 VA	24692161251100061571649	8734	220.00			
09/09	09/08	IN *JOINER LABS, LLC 540-3477212 VA	24692161251100061571672	8734	220.00			
09/10	09/09	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941661252083726228549	4900	4,367.06			
09/10	09/09	CAPITAL ELEC WINCHESTER WINCHESTER VA	24445001252300509874107	5065	921.00			
09/13	09/10	IN *JOINER LABS, LLC 540-3477212 VA	24692161253100585542827	8734	165.00			
09/13	09/10	IN *JOINER LABS, LLC 540-3477212 VA	24692161253100585542835	8734	220.00			
09/13	09/10	CUMMINS CSSNA - EV 812-377-4357 IN	24943001254838000151773	5085	649.89			

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09/13	09/12	AWWA.ORG 303-347-6197 CO	24692161255100571598583	8398	361.00	
09/13	09/12	TOTAL PEST SERVICES WINCHESTER VA	24013391255001673373914	7342	158.00	
09/13	09/10	BERRYVILLE AUTO PARTS INC800-4498012 VA	24767891255229200159442	5533	18.60	
09/15	09/14	IN *JOINER LABS, LLC 540-3477212 VA	24692161257100567134094	8734	85.00	
09/15	09/14	COV DEPT OF GENERAL SERV1804-7860447 VA	24755421258122588688313	9399	766.80	
09/15	09/14	SHERWOOD LOGAN ASSOC 410-841-6810 MD	24493981258026446886847	5074	1,500.00	
09/15	09/14	THE PERKINSON COMPANY 704-525-8191 NC	24210731257083741201141	5074	484.00	
09/16	09/15	AMZN Mktg US*2G9BR04Q2 Amzn.com/billWA	24692161258100167673698	5942	4.49	
09/16	09/15	CORE & MAIN - WV004 304-263-6986 WV	24445001258300524201450	5074	10,171.30	
09/17	09/16	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971260091408000385	5251	19.00	
09/20	09/17	GRAINGER 877-2022594 IL	24755421261122613136556	5085	1,191.78	
09/20	09/19	AMZN MKTP US*2G02A3UW1 AMAMZN.COM/BILLWA	24431061262083307547521	5942	59.88	
09/23	09/22	IN *JOINER LABS, LLC 540-3477212 VA	24692161265100653250234	8734	220.00	
09/23	09/22	IN *JOINER LABS, LLC 540-3477212 VA	24692161265100653250242	8734	220.00	
09/23	09/22	IN *JOINER LABS, LLC 540-3477212 VA	24692161265100653250259	8734	220.00	
09/23	09/22	WATER - COFFEE DELIVERY 800-4928377 GA	24717051265272650864210	5199	34.48	
09/29	09/28	IN *JOINER LABS, LLC 540-3477212 VA	24692161271100294221661	8734	85.00	
09/29	09/28	SHERWOOD LOGAN ASSOC 410-841-6810 MD	24493981272026458634525	5074	3,000.00	
WHITE, NEAL						Total Activity
Account Number:						1,461.62

09/01	09/01	Amazon.com*2581V7BF0 Amzn.com/billWA	24692161244100063803461	5942	18.10	
09/06	09/03	CBI*WINZIP 800-799-9570 IL	24692161246100015551596	5734	49.95	
09/10	09/09	SQ *BRAZEN SHEEP Berryville VA	24692161252100685685980	5691	82.50	
09/13	09/09	BERRYVILLE AUTO PARTS INC800-4498012 VA	24767891253224800137452	5533	198.43	
09/16	09/15	Amazon.com*2G7XE24Z2 Amzn.com/billWA	24692161258100252855036	5942	89.99	
09/17	09/16	BLUE360 MEDIA LLC 435-604-6970 UT	24055221259206609300154	8999	380.12	
09/23	09/22	MEDIC FIRST AID INTERNATI800-4473177 OR	24717051266132664007397	8299	337.64	
09/27	09/23	MALLOY FORD 540-6674434 VA	24073141267900016500152	5511	38.99	
09/28	09/27	AT&T PREMIER EBILL 800-331-0500 TX	24055231271812459462565	4814	229.44	
09/29	09/27	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767891271299600074640	5533	26.36	

Finance Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	0.00%	\$0.00	\$0.00
CASH	0.00%	\$0.00	\$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

Budget Summary
As of 9/30/2021

	Budget	YTD	Variance	%
100 GF				
Revenue	\$ 4,172,582	\$ 887,252	\$ (3,285,330)	21%
Expense	\$ 4,172,582	\$ 745,438	\$ (3,427,144)	18%
501 WF				
Revenue	\$ 1,877,625	\$ 484,244	\$ (1,393,381)	26%
Expense	\$ 1,877,625	\$ 457,987	\$ (1,419,638)	24%
502 SF				
Revenue	\$ 2,211,625	\$ 715,815	\$ (1,495,810)	32%
Expense	\$ 2,211,625	\$ 453,965	\$ (1,757,660)	21%

Line Item variance explanation (greater than 100% AND \$10,000):

100-3189905-0000 SALE OF SURPLUS:

Variance of \$21,315.28 (526% of budget) is due to PW and PD sale of Vehicles and Equipment at HASH Auctions

100-3410201-000 Miscellaneous Revenue:

Variance of \$102,007.62(10,300.76% of budget) is due to two things

#1 \$98,085.00 Proffers from D.R. Horton were processed and check for same to be processed in October to county

#2 \$3,316.20 PD Asset Forfeiture amount received and was transferred to that account In October.

GF Budget vs Actual 7.1.2021- 9.30.2021

Type	Disp Acct	Budget	YTD	Variance	Prcnt
Revenues	100-3000000-0000 FUND BALANCE FORWARD	\$152,000.00	\$0.00	(\$152,000.00)	0.00%
Revenues	100-3110101-0000 CURRENT REAL ESTATE TAXES	\$1,147,000.00	(\$46.74)	(\$1,147,046.74)	0.00%
Revenues	100-3110201-0000 UTILITY REAL ESTATE TAXES	\$11,200.00	\$0.00	(\$11,200.00)	0.00%
Revenues	100-3110301-0000 CURRENT PERS PROP TAXES	\$346,000.00	(\$1,727.03)	(\$347,727.03)	-0.50%
Revenues	100-3110401-0000 MACHINERY & TOOLS	\$175,000.00	\$0.00	(\$175,000.00)	0.00%
Revenues	100-3110601-0000 TAX PENALTIES	\$6,000.00	\$1,198.23	(\$4,801.77)	19.97%
Revenues	100-3110602-0000 TAX INTEREST	\$2,000.00	\$753.55	(\$1,246.45)	37.68%
Revenues	100-3120101-0000 LOCAL SALES TAX	\$240,000.00	\$153,199.63	(\$86,800.37)	63.83%
Revenues	100-3120201-0000 CONSUMER UTILITY TAX	\$90,000.00	\$26,668.47	(\$63,331.53)	29.63%
Revenues	100-3120300-0000 BUSINESS LICENSE	\$200,000.00	\$9,308.89	(\$190,691.11)	4.65%
Revenues	100-3120402-0000 REC FRANCHISE FEES	\$35,000.00	\$9,749.14	(\$25,250.86)	27.85%
Revenues	100-3120501-0000 AUTO LICENSE	\$90,000.00	\$1,787.53	(\$88,212.47)	1.99%
Revenues	100-3120601-0000 BANK FRANCHISE TAXES	\$140,000.00	\$0.00	(\$140,000.00)	0.00%
Revenues	100-3120801-0000 CIGARETTE TAX	\$15,000.00	\$7,595.00	(\$7,405.00)	50.63%
Revenues	100-3121001-0000 LODGING TAX	\$5,000.00	\$2,224.54	(\$2,775.46)	44.49%
Revenues	100-3121101-0000 MEALS TAX	\$312,000.00	\$97,864.88	(\$214,135.12)	31.37%
Revenues	100-3130304-0000 Land Use Application Fees	\$1,500.00	\$110.00	(\$1,390.00)	7.33%
Revenues	100-3130307-0000 ZONING & SUBDIVISION FEES	\$7,500.00	\$9,755.00	\$2,255.00	130.07%
Revenues	100-3140101-0000 COURT FINES	\$16,000.00	\$3,570.00	(\$12,430.00)	22.31%
Revenues	100-3140102-0000 PARKING METER FINES	\$2,000.00	\$2,045.12	\$45.12	102.26%
Revenues	100-3140103-0000 ESUMMONS	\$1,000.00	\$230.00	(\$770.00)	23.00%
Revenues	100-3150101-0000 INTEREST ON DEPOSITS	\$95,000.00	\$12,572.80	(\$82,427.20)	13.23%
Revenues	100-3150201-0000 RENTAL OF PROPERTY	\$12,000.00	\$2,653.00	(\$9,347.00)	22.11%
Revenues	100-3150205-0000 WATER TANK SITE LEASE	\$84,000.00	\$21,162.66	(\$62,837.34)	25.19%
Revenues	100-3150206-0000 CHARGE CARD REBATE	\$19,000.00	\$0.00	(\$19,000.00)	0.00%
Revenues	100-3160703-0000 PARKING METERS	\$10,000.00	\$1,264.19	(\$8,735.81)	12.64%
Revenues	100-3189905-0000 SALE OF SURPLUS	\$5,000.00	\$26,315.28	\$21,315.28	526.31%
Revenues	100-3189999-0000 PPTRA	\$209,917.00	\$209,916.73	(\$0.27)	100.00%
Revenues	100-3220107-0000 ROLLING STOCK TAX	\$1,850.00	\$1,764.12	(\$85.88)	95.36%
Revenues	100-3220108-0000 599 LAW ENFORCEMENT GRANT	\$82,350.00	\$20,591.00	(\$61,759.00)	25.00%
Revenues	100-3220201-0000 Communication Tax	\$77,000.00	\$16,513.52	(\$60,486.48)	21.45%
Revenues	100-3240102-0000 FIRE FUND PROGRAM	\$15,250.00	\$16,939.00	\$1,689.00	111.08%
Revenues	100-3240103-0000 LE BLOCK GRANT	\$1,000.00	\$0.00	(\$1,000.00)	0.00%
Revenues	100-3240300-0000 VDOT LANE MILE ALLOWANCE	\$558,615.00	\$125,765.85	(\$432,849.15)	22.51%
Revenues	100-3240302-0000 LITTER CONTROL GRANT	\$1,900.00	\$0.00	(\$1,900.00)	0.00%
Revenues	100-3240312-0000 Va Commission for the Arts	\$4,500.00	\$4,500.00	\$0.00	100.00%
Revenues	100-3410201-0000 MISCELLANEOUS REVENUES	\$1,000.00	\$103,007.62	\$102,007.62	10,300.76%
		\$4,172,582.00	\$887,251.98	(\$3,285,330.02)	21%

Type: Expenses

Expenses	100-4011100-1111 EXPENSE COMPENSATION	\$18,900.00	\$4,725.00	\$14,175.00	25.00%
Expenses	100-4011100-2100 MATCHING FICA	\$1,450.00	\$361.53	\$1,088.47	24.93%
Expenses	100-4011100-5540 TRAINING	\$4,000.00	\$400.00	\$3,600.00	10.00%
Expenses	100-4011100-5800 MISCELLANEOUS	\$5,000.00	\$68.72	\$4,931.28	1.37%
Expenses	100-4011100-5810 Dues	\$3,000.00	\$0.00	\$3,000.00	0.00%
Expenses	100-4011100-6017 TOWN CODE SUPPLEMENTS	\$2,000.00	\$250.00	\$1,750.00	12.50%
Expenses	100-4011200-1114 SALARIES/WAGES/TNCLK	\$45,900.00	\$17,270.40	\$28,629.60	37.63%
Expenses	100-4011200-2100 MATCHING FICA EXPENSE	\$3,520.00	\$1,326.69	\$2,193.31	37.69%
Expenses	100-4011200-5510 MILEAGE	\$250.00	\$0.00	\$250.00	0.00%
Expenses	100-4011200-5540 EDUCATION/TRAINING	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	100-4011200-5810 DUES	\$100.00	\$0.00	\$100.00	0.00%
Expenses	100-4012110-1112 COMPENSATION	\$141,400.00	\$38,159.18	\$103,240.82	26.99%
Expenses	100-4012110-2100 MATCHING FICA EXPENSE	\$10,820.00	\$2,629.17	\$8,190.83	24.30%
Expenses	100-4012110-3399 Blight Abatement	\$20,000.00	\$0.00	\$20,000.00	0.00%
Expenses	100-4012110-5230 TELECOMMUNICATIONS	\$600.00	\$150.00	\$450.00	25.00%
Expenses	100-4012110-5510 MILEAGE	\$150.00	\$0.00	\$150.00	0.00%
Expenses	100-4012110-5540 TRAINING	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	100-4012110-5810 DUES	\$500.00	\$0.00	\$500.00	0.00%
Expenses	100-4012210-3150 PROFESSIONAL SERVICES	\$50,000.00	\$3,380.00	\$46,620.00	6.76%
Expenses	100-4012220-2210 RETIREMENT	\$154,400.00	\$33,717.62	\$120,682.38	21.84%
Expenses	100-4012220-2220 VMLIP - STD	\$740.00	\$141.07	\$598.93	19.06%
Expenses	100-4012220-2230 VMLIP - LTD	\$6,675.00	\$1,546.33	\$5,128.67	23.17%
Expenses	100-4012220-2250 Line of Duty Act	\$8,500.00	\$7,327.00	\$1,173.00	86.20%
Expenses	100-4012220-2300 HEALTH INSURANCE	\$227,000.00	\$42,713.40	\$184,286.60	18.82%
Expenses	100-4012220-2400 LIFE INSURANCE	\$16,550.00	\$3,611.06	\$12,938.94	21.82%
Expenses	100-4012220-2600 UNEMPLOYMENT INSURANCE	\$645.00	\$21.03	\$623.97	3.26%
Expenses	100-4012220-2700 WORKER'S COMPENSATION	\$64,000.00	\$22,860.00	\$41,140.00	35.72%
Expenses	100-4012220-3110 RANDOM DRUG SCREENING	\$750.00	\$0.00	\$750.00	0.00%
Expenses	100-4012220-9001 EMPLOYEE RECOGNITION	\$2,000.00	\$0.00	\$2,000.00	0.00%
Expenses	100-4012240-3120 CONTRACTUAL SERVICES	\$16,500.00	\$0.00	\$16,500.00	0.00%
Expenses	100-4012410-1113 COMPENSATION	\$93,700.00	\$20,753.50	\$72,946.50	22.15%
Expenses	100-4012410-2100 MATCHING FICA EXPENSE	\$7,170.00	\$1,593.35	\$5,576.65	22.22%
Expenses	100-4012410-3130 PROFESSIONAL SER/TAX CONV	\$2,500.00	\$0.00	\$2,500.00	0.00%
Expenses	100-4012410-5306 SURETY BONDS	\$500.00	\$434.00	\$66.00	86.80%
Expenses	100-4012410-5540 TRAINING	\$2,000.00	\$0.00	\$2,000.00	0.00%
Expenses	100-4012410-5810 DUES	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	100-4012430-1113 COMPENSATION	\$135,500.00	\$31,040.95	\$104,459.05	22.91%
Expenses	100-4012430-2100 MATCHING FICA EXPENSE	\$10,346.00	\$2,267.55	\$8,078.45	21.92%
Expenses	100-4012430-5540 TRAINING	\$3,400.00	\$160.00	\$3,240.00	4.71%
Expenses	100-4012530-3320 MAINTENANCE CONTRACTS	\$47,500.00	\$17,315.08	\$30,184.92	36.45%
Expenses	100-4012530-3400 WEB SITE	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	100-4012530-3501 NEWSLETTER	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	100-4012530-3600 ADVERTISING	\$8,000.00	\$2,435.34	\$5,564.66	30.44%
Expenses	100-4012530-5210 POSTAGE	\$11,500.00	\$2,480.11	\$9,019.89	21.57%
Expenses	100-4012530-5230 TELECOMMUNICATIONS	\$3,000.00	\$1,021.82	\$1,978.18	34.06%
Expenses	100-4012530-5250 SOCIAL MEDIA ARCHIVING	\$2,700.00	\$0.00	\$2,700.00	0.00%
Expenses	100-4012530-5415 COPIER LEASE	\$4,700.00	\$1,017.08	\$3,682.92	21.64%
Expenses	100-4012530-5540 TRAINING	\$2,500.00	\$0.00	\$2,500.00	0.00%
Expenses	100-4012530-5699 CONTRIBUTION/CC SOCIAL MED	\$5,000.00	\$0.00	\$5,000.00	0.00%
Expenses	100-4012530-5810 DUES	\$500.00	\$0.00	\$500.00	0.00%
Expenses	100-4012530-6001 OFFICE SUPPLIES	\$10,150.00	\$4,679.15	\$5,479.85	46.01%
Expenses	100-4012550-5304 BLANKET EXCESS LIABILITY	\$16,000.00	\$15,416.00	\$584.00	96.35%
Expenses	100-4012550-5305 AUTOMOBILE INSURANCE	\$12,000.00	\$12,015.00	(\$15.00)	100.13%
Expenses	100-4012550-5308 SEMI-MULTI PERIL INS	\$27,700.00	\$28,809.00	(\$1,109.00)	104.00%
Expenses	100-4012600-3140 ENGINEERING SERVICES	\$5,000.00	(\$4,500.00)	\$9,500.00	-90.00%
Expenses	100-4013100-1125 ELECTION OFFICIALS	\$2,000.00	\$0.00	\$2,000.00	0.00%
Expenses	100-4013100-6001 OFFICE SUPPLIES	\$1,400.00	\$0.00	\$1,400.00	0.00%
Expenses	100-4021500-3150 PUBLIC DEFENDER FEES	\$2,000.00	\$121.65	\$1,878.35	6.08%

Expenses	100-4031100-1139 COMPENSATION	\$663,000.00	\$156,730.60	\$506,269.40	23.64%
Expenses	100-4031100-2100 MATCHING FICA EXPENSE	\$50,800.00	\$11,841.67	\$38,958.33	23.31%
Expenses	100-4031100-3110 MEDICAL EXAMINATIONS	\$500.00	\$0.00	\$500.00	0.00%
Expenses	100-4031100-3115 PRE EMPLOYMENT DRUG SCREEI	\$500.00	\$0.00	\$500.00	0.00%
Expenses	100-4031100-3190 INTERPRETER	\$400.00	\$0.00	\$400.00	0.00%
Expenses	100-4031100-3310 REPAIR & MAINTENANCE	\$12,000.00	\$2,672.94	\$9,327.06	22.27%
Expenses	100-4031100-3320 MAINTENANCE CONTRACTS	\$17,800.00	\$6,667.77	\$11,132.23	37.46%
Expenses	100-4031100-4082 WILDLIFE MANAGEMENT	\$500.00	\$0.00	\$500.00	0.00%
Expenses	100-4031100-5210 POSTAGE	\$500.00	\$20.25	\$479.75	4.05%
Expenses	100-4031100-5230 TELECOMMUNICATIONS	\$3,000.00	\$1,637.94	\$1,362.06	54.60%
Expenses	100-4031100-5415 COPIER LEASE	\$3,400.00	\$1,017.08	\$2,382.92	29.91%
Expenses	100-4031100-5540 TRAINING	\$14,000.00	\$5,675.00	\$8,325.00	40.54%
Expenses	100-4031100-5545 OFFICE ACCREDIATION	\$1,000.00	\$58.28	\$941.72	5.83%
Expenses	100-4031100-5810 DUES	\$700.00	\$320.00	\$380.00	45.71%
Expenses	100-4031100-5815 COMMUNITY RELATIONS	\$2,000.00	\$0.00	\$2,000.00	0.00%
Expenses	100-4031100-6001 OFFICE SUPPLIES	\$1,600.00	\$261.11	\$1,338.89	16.32%
Expenses	100-4031100-6008 GASOLINE & OIL	\$15,500.00	\$3,368.09	\$12,131.91	21.73%
Expenses	100-4031100-6010 POLICE SUPPLIES	\$13,500.00	\$2,127.04	\$11,372.96	15.76%
Expenses	100-4031100-6011 UNIFORMS	\$4,000.00	\$1,369.55	\$2,630.45	34.24%
Expenses	100-4031300-5699 COUNTY CONT/CROSSING GD	\$2,500.00	\$0.00	\$2,500.00	0.00%
Expenses	100-4031400-5699 CONTRIBUTION/CC CENT ALRM	\$5,000.00	\$0.00	\$5,000.00	0.00%
Expenses	100-4032200-5699 CONTRIBUTION/JHEVFD	\$30,000.00	\$0.00	\$30,000.00	0.00%
Expenses	100-4032200-5707 FIRE FUND PROGRAM	\$15,250.00	\$0.00	\$15,250.00	0.00%
Expenses	100-4032200-8411 ENDERS CAPITAL PROJECT RESE	\$10,000.00	\$0.00	\$10,000.00	0.00%
Expenses	100-4041100-1140 Compensation	\$71,300.00	\$15,360.75	\$55,939.25	21.54%
Expenses	100-4041100-2100 MATCHING FICA EXPENSE	\$5,455.00	\$1,210.07	\$4,244.93	22.18%
Expenses	100-4041100-3110 MEDICAL EXAMS	\$1,000.00	\$158.00	\$842.00	15.80%
Expenses	100-4041100-3310 VEHICLE REP & MAINTENANCE .	\$7,000.00	\$3,464.05	\$3,535.95	49.49%
Expenses	100-4041100-5120 FUEL OIL/HEAT	\$2,000.00	\$0.00	\$2,000.00	0.00%
Expenses	100-4041100-5230 TELECOMMUNICATIONS	\$5,000.00	\$1,920.86	\$3,079.14	38.42%
Expenses	100-4041100-5415 COPIER LEASE	\$2,700.00	\$821.27	\$1,878.73	30.42%
Expenses	100-4041100-5540 TRAINING	\$1,500.00	\$74.00	\$1,426.00	4.93%
Expenses	100-4041100-6001 OFFICE SUPPLIES	\$500.00	\$299.07	\$200.93	59.81%
Expenses	100-4041200-1183 COMPENSATION	\$165,000.00	\$78,250.10	\$86,749.90	47.42%
Expenses	100-4041200-2100 MATCHING FICA EXPENSE	\$12,450.00	\$5,999.92	\$6,450.08	48.19%
Expenses	100-4041200-3310 EQUIPMENT MAINTENANCE	\$12,000.00	\$2,158.16	\$9,841.84	17.98%
Expenses	100-4041200-3315 SIDEWALK MAINTENANCE	\$15,000.00	\$0.00	\$15,000.00	0.00%
Expenses	100-4041200-3316 STREET SIGN MAINTENANCE	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	100-4041200-5425 NORFOLK/SOUTHERN R-O-W'S	\$1,100.00	\$1,143.23	(\$43.23)	103.93%
Expenses	100-4041200-6007 MATERIALS & SUPPLIES	\$4,000.00	\$2,464.59	\$1,535.41	61.61%
Expenses	100-4041200-6008 GASOLINE & OIL	\$20,600.00	\$5,856.44	\$14,743.56	28.43%
Expenses	100-4041200-6011 UNIFORMS	\$5,000.00	\$685.04	\$4,314.96	13.70%
Expenses	100-4041250-3300 VDOT STREET MAINTENANCE	\$473,615.00	\$60,548.08	\$413,066.92	12.78%
Expenses	100-4041250-3310 EQUIPMENT MAINTENANCE (VDI	\$10,000.00	\$4,172.88	\$5,827.12	41.73%
Expenses	100-4041250-8801 Equipment Purchase	\$75,000.00	\$58,933.90	\$16,066.10	78.58%
Expenses	100-4041320-5110 ELECTRICITY	\$69,200.00	\$14,038.68	\$55,161.32	20.29%
Expenses	100-4041330-3220 CONTRACTUAL SERVICES	\$16,000.00	\$0.00	\$16,000.00	0.00%
Expenses	100-4041330-6007 MATERIALS & SUPPLIES	\$2,000.00	\$0.00	\$2,000.00	0.00%
Expenses	100-4041340-6007 MATERIALS & SUPPLIES	\$1,500.00	\$0.00	\$1,500.00	0.00%
Expenses	100-4042200-6007 MATERIALS & SUPPLIES	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	100-4042300-3220 CONTRACTUAL SERVICES	\$211,000.00	\$50,170.19	\$160,829.81	23.78%
Expenses	100-4042300-6225 RECYCLING SERVICES	\$77,000.00	\$22,448.82	\$54,551.18	29.15%
Expenses	100-4042400-3800 FCO LANDFILL CHARGES	\$40,000.00	\$10,958.76	\$29,041.24	27.40%
Expenses	100-4043200-3310 REPAIR & MAINTENANCE	\$15,000.00	(\$4,778.19)	\$19,778.19	-31.85%
Expenses	100-4043200-3325 HERMITAGE SWPOND MAINT	\$4,100.00	\$1,650.00	\$2,450.00	40.24%
Expenses	100-4043200-6007 MATERIALS & SUPPLIES	\$500.00	\$0.00	\$500.00	0.00%
Expenses	100-4043200-6017 CHRISTMAS WREATHS	\$500.00	\$0.00	\$500.00	0.00%
Expenses	100-4064200-3150 PROFESSIONAL SERVICES	\$2,600.00	\$0.00	\$2,600.00	0.00%
Expenses	100-4064200-3200 CONTRACTURAL SERVICES	\$20,000.00	\$0.00	\$20,000.00	0.00%

Expenses	100-4064200-5110 ELECTRICITY	\$20,600.00	\$0.00	\$20,600.00	0.00%
Expenses	100-4064200-5120 NATURAL GAS/HEAT	\$3,350.00	\$0.00	\$3,350.00	0.00%
Expenses	100-4064200-5130 WATER/SEWER	\$820.00	\$0.00	\$820.00	0.00%
Expenses	100-4064200-5230 TELECOMMUNICATIONS	\$9,000.00	\$0.00	\$9,000.00	0.00%
Expenses	100-4064200-5304 LIABILITY INSURANCE	\$2,700.00	\$0.00	\$2,700.00	0.00%
Expenses	100-4064200-7113 IN KIND COSTS	\$13,000.00	\$0.00	\$13,000.00	0.00%
Expenses	100-4064200-7115 SHARED MAINTENANCE	\$19,000.00	\$1,950.27	\$17,049.73	10.26%
Expenses	100-4064200-8411 CAPITAL ASSET RESERVES	\$7,000.00	\$0.00	\$7,000.00	0.00%
Expenses	100-4071310-3160 CONTRACTURAL SER/JN BLUE	\$1,000.00	\$225.00	\$775.00	22.50%
Expenses	100-4071310-6017 CHRISTMAS LIGHTS	\$1,500.00	\$0.00	\$1,500.00	0.00%
Expenses	100-4071310-6018 ROSE HILL PARK MAINTENANCE	\$5,000.00	\$0.00	\$5,000.00	0.00%
Expenses	100-4081100-1155 COMPENSATION	\$95,975.00	\$27,944.75	\$68,030.25	29.12%
Expenses	100-4081100-2100 MATCHING FICA EXPENSE	\$7,345.00	\$2,155.89	\$5,189.11	29.35%
Expenses	100-4081100-3190 PROFESSIONAL SERVICES	\$3,000.00	\$0.00	\$3,000.00	0.00%
Expenses	100-4081100-3500 PRINTING	\$200.00	\$43.17	\$156.83	21.59%
Expenses	100-4081100-5510 MILEAGE	\$100.00	\$0.00	\$100.00	0.00%
Expenses	100-4081100-5540 TRAINING	\$200.00	\$0.00	\$200.00	0.00%
Expenses	100-4081100-5810 DUES	\$500.00	\$0.00	\$500.00	0.00%
Expenses	100-4081100-6001 OFFICE EQUIPMENT	\$100.00	\$105.74	(\$5.74)	105.74%
Expenses	100-4081400-1110 EXPENSE COMPENSATION	\$500.00	\$0.00	\$500.00	0.00%
Expenses	100-4081400-5540 TRAINING	\$500.00	\$0.00	\$500.00	0.00%
Expenses	100-4081500-5693 ARTS FUNDING MATCH	\$4,500.00	\$9,000.00	(\$4,500.00)	200.00%
Expenses	100-4081500-5695 TOWN/COUNTY ECONOMIC DEV	\$17,500.00	\$0.00	\$17,500.00	0.00%
Expenses	100-4081500-5696 ECONOMIC DEVELOPMENT RESE	\$2,500.00	\$0.00	\$2,500.00	0.00%
Expenses	100-4081500-5700 ANNEXATION AREA PROF SVC	\$10,000.00	\$0.00	\$10,000.00	0.00%
Expenses	100-4081600-1111 EXPENSE COMPENSATION	\$5,000.00	\$225.00	\$4,775.00	4.50%
Expenses	100-4081600-5540 TRAINING	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	100-4081600-5810 DUES	\$250.00	\$0.00	\$250.00	0.00%
Expenses	100-4081700-1111 EXPENSE COMPENSATION	\$2,500.00	\$225.00	\$2,275.00	9.00%
Expenses	100-4081700-5540 TRAINING	\$250.00	\$0.00	\$250.00	0.00%
Expenses	100-4081800-5540 TRAINING	\$500.00	\$0.00	\$500.00	0.00%
Expenses	100-4081900-5800 TREE BOARD MISCELLANEOUS E	\$500.00	\$0.00	\$500.00	0.00%
Expenses	100-4094200-8225 COMPUTER REPLACEMENT/UPGF	\$7,500.00	\$0.00	\$7,500.00	0.00%
Expenses	100-4094200-8231 PATROL VEHICLE	\$56,000.00	\$0.00	\$56,000.00	0.00%
Expenses	100-4094200-8338 DUMP TRUCK / SNOW PLOW	\$13,000.00	\$0.00	\$13,000.00	0.00%
Expenses	100-4094200-8345 PW TON DUMP BED	\$27,500.00	\$0.00	\$27,500.00	0.00%
Expenses	100-4094200-8411 CAPITAL RESERVE	\$10,462.00	\$0.00	\$10,462.00	0.00%
Expenses	100-4094200-8602 3/4 TON TRUCK	\$12,000.00	\$0.00	\$12,000.00	0.00%
Expenses	100-4094200-8702 WAYFINDING SIGNS RESERVE	\$5,000.00	\$0.00	\$5,000.00	0.00%
Expenses	100-4094200-8951 PD RADIO REPLACEMENT RESER	\$55,000.00	\$0.00	\$55,000.00	0.00%
Expenses	100-4094200-9002 JACKSON DRIVE SWMA/DROSEY	\$25,000.00	\$0.00	\$25,000.00	0.00%
Expenses	100-4094200-9003 BACKHOE (PW)	\$22,500.00	\$0.00	\$22,500.00	0.00%
Expenses	100-4094200-9004 MOSBY BOULEVARD SIDEWALK	\$25,000.00	\$0.00	\$25,000.00	0.00%
Expenses	100-4094300-5800 CONTINGENCY	\$110,544.00	\$6,300.00	\$104,244.00	5.70%
Expenses	100-4095000-9110 RDA PRINCIPAL	\$43,200.00	\$10,513.50	\$32,686.50	24.34%
Expenses	100-4095000-9120 RDA INTEREST	\$77,800.00	\$19,855.50	\$57,944.50	25.52%
		\$4,172,582.00	\$928,028.59	\$3,244,553.41	22%

Southern Software FMS Budget vs Actual

Date: 10/5/2021

WF Budget vs Actual 7.1.2021-9.30.2021

Type	Disp Acct	Budget	YTD	Variance	Prcnt
Revenues	501-3000000-0000 FUND BALANCE	\$550,500.00	\$0.00	(\$550,500.00)	0.00%
Revenues	501-3150102-0000 INTEREST ON INVESTMENTS	\$30,000.00	\$5,512.21	(\$24,487.79)	18.37%
Revenues	501-3160110-0000 TREATMENT FEES	\$913,000.00	\$232,657.38	(\$680,342.62)	25.48%
Revenues	501-3160111-0000 DELINQUENT ACCT PENALTIES	\$30,000.00	\$5,129.86	(\$24,870.14)	17.10%
Revenues	501-3160113-0000 AVAILABILITY CHARGES	\$346,000.00	\$235,330.00	(\$110,670.00)	68.01%
Revenues	501-3160115-0000 METER FEES	\$8,125.00	\$5,615.00	(\$2,510.00)	69.11%
		\$1,877,625.00	\$484,244.45	(\$1,393,380.55)	26%

Type: Expenses

Expenses	501-4012220-1140 COMPENSATION	\$40,600.00	\$13,411.93	\$27,188.07	33.03%
Expenses	501-4012220-2100 SOCIAL SECURITY	\$3,110.00	\$1,026.00	\$2,084.00	32.99%
Expenses	501-4012220-2210 RETIREMENT	\$33,262.00	\$11,161.48	\$22,100.52	33.56%
Expenses	501-4012220-2220 VMLIP - STD	\$158.00	\$60.25	\$97.75	38.13%
Expenses	501-4012220-2230 VMLIP - LTD	\$1,438.00	\$454.67	\$983.33	31.62%
Expenses	501-4012220-2300 HEALTH INSURANCE	\$48,700.00	\$11,565.00	\$37,135.00	23.75%
Expenses	501-4012220-2400 LIFE INSURANCE	\$3,560.00	\$1,193.28	\$2,366.72	33.52%
Expenses	501-4012220-2600 UNEMPLOYMENT INSURANCE	\$139.00	\$21.03	\$117.97	15.13%
Expenses	501-4012220-2700 WORKER'S COMPENSATION	\$14,000.00	\$0.00	\$14,000.00	0.00%
Expenses	501-4012220-3170 MISS UTILITY	\$1,500.00	\$546.43	\$953.57	36.43%
Expenses	501-4012220-3320 HANDHELD MAINT	\$4,600.00	\$0.00	\$4,600.00	0.00%
Expenses	501-4012220-5210 POSTAGE	\$4,400.00	\$0.00	\$4,400.00	0.00%
Expenses	501-4012220-5540 TRAINING	\$2,500.00	\$0.00	\$2,500.00	0.00%
Expenses	501-4012220-6001 OFFICE SUPPLIES	\$500.00	\$0.00	\$500.00	0.00%
Expenses	501-4012222-1147 COMPENSATION	\$160,100.00	\$84,427.66	\$75,672.34	52.73%
Expenses	501-4012222-2100 MATCHING FICA EXPENSE	\$11,551.00	\$6,483.70	\$5,067.30	56.13%
Expenses	501-4012222-2830 CERTIFICATION FEES	\$600.00	\$0.00	\$600.00	0.00%
Expenses	501-4012222-2840 STATE CONNECTION FEES	\$5,700.00	\$5,496.00	\$204.00	96.42%
Expenses	501-4012222-2850 LAB TESTING	\$9,000.00	\$1,651.54	\$7,348.46	18.35%
Expenses	501-4012222-3110 MEDICAL EXAMS	\$200.00	\$0.00	\$200.00	0.00%
Expenses	501-4012222-3145 PROFESSIONAL SERVICES	\$10,000.00	\$6,278.43	\$3,721.57	62.78%
Expenses	501-4012222-3210 SLUDGE REMOVAL	\$27,000.00	\$17,620.80	\$9,379.20	65.26%
Expenses	501-4012222-3220 CLEAN RIVER INTAKE	\$2,000.00	\$0.00	\$2,000.00	0.00%
Expenses	501-4012222-3310 REPAIR.& MAINTENANCE	\$60,000.00	\$20,436.23	\$39,563.77	34.06%
Expenses	501-4012222-3510 CONSUMER CONFIDENCE RPT	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	501-4012222-5110 ELECTRICITY	\$65,000.00	\$22,869.60	\$42,130.40	35.18%
Expenses	501-4012222-5120 FUEL/OIL HEAT	\$3,600.00	\$0.00	\$3,600.00	0.00%
Expenses	501-4012222-5230 TELECOMMUNICATIONS	\$4,200.00	\$1,467.67	\$2,732.33	34.94%
Expenses	501-4012222-5415 COPIER LEASE	\$700.00	\$195.81	\$504.19	27.97%
Expenses	501-4012222-5540 TRAINING	\$3,500.00	\$168.00	\$3,332.00	4.80%
Expenses	501-4012222-5690 DISCHARGE PERMIT RENEWAL	\$700.00	\$2,940.00	(\$2,240.00)	420.00%
Expenses	501-4012222-5810 DUES	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	501-4012222-6001 OFFICE SUPPLIES	\$1,000.00	\$50.10	\$949.90	5.01%
Expenses	501-4012222-6004 LAB SUPPLIES	\$4,500.00	\$3,236.04	\$1,263.96	71.91%
Expenses	501-4012222-6005 JANITORIAL SUPPLIES	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	501-4012222-6008 GASOLINE & OIL	\$6,200.00	\$316.28	\$5,883.72	5.10%
Expenses	501-4012222-6011 UNIFORMS	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	501-4012222-6014 TOOLS	\$500.00	\$154.00	\$346.00	30.80%
Expenses	501-4012222-6019 SAFETY EQUIPMENT	\$2,000.00	\$137.69	\$1,862.31	6.88%
Expenses	501-4012222-6020 PERSONAL EQUIPMENT	\$600.00	\$0.00	\$600.00	0.00%
Expenses	501-4012222-6025 CHEMICALS	\$40,000.00	\$6,816.07	\$33,183.93	17.04%
Expenses	501-4012224-1183 COMPENSATION	\$139,000.00	\$34,396.36	\$104,603.64	24.75%
Expenses	501-4012224-2100 MATCHING FICA EXPENSE	\$10,600.00	\$2,631.35	\$7,968.65	24.82%
Expenses	501-4012224-3330 LINE REPAIR & MAINTENANCE	\$50,000.00	\$1,619.87	\$48,380.13	3.24%
Expenses	501-4012224-6007 MATERIALS & SUPPLIES	\$30,000.00	\$13,598.38	\$16,401.62	45.33%
Expenses	501-4012224-6019 SAFETY EQUIPMENT	\$700.00	\$319.35	\$380.65	45.62%
Expenses	501-4012224-6030 NEW SERVICE SUPPLIES	\$9,000.00	\$18,750.00	(\$9,750.00)	208.33%
Expenses	501-4012224-9008 STORAGE TANK MAINTENANCE CON	\$8,466.00	\$0.00	\$8,466.00	0.00%
Expenses	501-4094200-8102 TANK INSP & MAINT	\$155,700.00	\$155,604.50	\$95.50	99.94%
Expenses	501-4094200-8118 BACKWASH LAGOON UPGRADE	\$86,000.00	\$0.00	\$86,000.00	0.00%
Expenses	501-4094200-8211 CAPITAL RESERVES	\$149,674.48	\$0.00	\$149,674.48	0.00%
Expenses	501-4094200-8225 COMPUTER REPLACEMENT/UPGRAD	\$2,000.00	\$0.00	\$2,000.00	0.00%
Expenses	501-4094200-8345 PW ONE TON DUMP	\$13,500.00	\$0.00	\$13,500.00	0.00%
Expenses	501-4094200-8361 WATER LINE UPGRADES	\$400,000.00	\$10,881.70	\$389,118.30	2.72%
Expenses	501-4094200-8602 3/4 TON TRUCK	\$12,000.00	\$0.00	\$12,000.00	0.00%
Expenses	501-4094200-8958 WATER METER REPLACEMENT	\$165,000.00	\$0.00	\$165,000.00	0.00%
Expenses	501-4094200-9003 BACKHOE (PW)	\$22,500.00	\$0.00	\$22,500.00	0.00%
Expenses	501-4094200-9004 SECURITY IMPROVEMENTS	\$10,500.00	\$0.00	\$10,500.00	0.00%

Expenses	501-4094200-9005 WATER RIVER PUMP DISCONNECT F	\$7,000.00	\$0.00	\$7,000.00	0.00%
Expenses	501-4094300-5800 CONTINGENCY	\$24,866.52	\$0.00	\$24,866.52	0.00%
		\$1,877,625.00	\$457,987.20	\$1,419,637.80	24%

Southern Software FMS Budget vs Actual

Date: 10/5/2021

SF Budget vs Actual 7.1.2021 - 9.30.2021

Type	Disp Acct	Budget	YTD	Variance	Prcnt
Type: Revenues					
Revenues	502-3150101-0000 Interest Income	\$50,000.00	\$5,932.05	(\$44,067.95)	11.86%
Revenues	502-3160110-0000 TREATMENT FEES	\$1,790,000.00	\$457,177.48	(\$1,332,822.52)	25.54%
Revenues	502-3160113-0000 AVAILABILITY CHARGES	\$371,625.00	\$252,705.00	(\$118,920.00)	68.00%
		\$2,211,625.00	\$715,814.53	(\$1,495,810.47)	32%

Type: Expenses

Expenses	502-4012220-1114 COMPENSATION	\$40,560.00	\$7,345.21	\$33,214.79	18.11%
Expenses	502-4012220-2100 SOCIAL SECURITY	\$3,105.00	\$512.99	\$2,592.01	16.52%
Expenses	502-4012220-2210 RETIREMENT	\$52,500.00	\$7,950.25	\$44,549.75	15.14%
Expenses	502-4012220-2220 VMLIP - STD	\$250.00	\$43.21	\$206.79	17.28%
Expenses	502-4012220-2230 VMLIP - LTD	\$2,270.00	\$330.15	\$1,939.85	14.54%
Expenses	502-4012220-2300 HEALTH INSURANCE	\$76,860.00	\$8,481.00	\$68,379.00	11.03%
Expenses	502-4012220-2400 LIFE INSURANCE	\$5,620.00	\$848.07	\$4,771.93	15.09%
Expenses	502-4012220-2600 UNEMPLOYMENT INSURANCE	\$220.00	\$10.52	\$209.48	4.78%
Expenses	502-4012220-2700 WORKER'S COMPENSATION	\$22,000.00	\$0.00	\$22,000.00	0.00%
Expenses	502-4012220-3320 HANDHELD MAINT	\$3,000.00	\$0.00	\$3,000.00	0.00%
Expenses	502-4012220-5210 POSTAGE	\$7,500.00	\$0.00	\$7,500.00	0.00%
Expenses	502-4012220-6001 OFFICE SUPPLIES	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	502-4012222-1147 COMPENSATION	\$363,445.00	\$40,410.42	\$323,034.58	11.12%
Expenses	502-4012222-2100 MATCHING FICA EXPENSE	\$27,800.00	\$3,145.15	\$24,654.85	11.31%
Expenses	502-4012222-2830 CERTIFICATION FEES	\$900.00	\$0.00	\$900.00	0.00%
Expenses	502-4012222-2850 LAB TESTING	\$36,000.00	\$8,020.00	\$27,980.00	22.28%
Expenses	502-4012222-3145 PROFESSIONAL SERVICES	\$18,000.00	\$1,879.00	\$16,121.00	10.44%
Expenses	502-4012222-3210 LANDFILL-SOLIDS DISPOSAL	\$65,000.00	\$23,946.89	\$41,053.11	36.84%
Expenses	502-4012222-3310 REPAIR & MAINTENANCE	\$120,000.00	\$41,992.07	\$78,007.93	34.99%
Expenses	502-4012222-5110 ELECTRICITY	\$140,000.00	\$17,739.63	\$122,260.37	12.67%
Expenses	502-4012222-5230 TELECOMMUNICATIONS	\$6,500.00	\$1,255.14	\$5,244.86	19.31%
Expenses	502-4012222-5415 COPIER LEASE	\$3,900.00	\$1,017.08	\$2,882.92	26.08%
Expenses	502-4012222-5540 TRAINING	\$3,000.00	\$89.00	\$2,911.00	2.97%
Expenses	502-4012222-5690 Discharge Permit Renewal	\$3,500.00	\$0.00	\$3,500.00	0.00%
Expenses	502-4012222-5810 DUES	\$600.00	\$565.00	\$35.00	94.17%
Expenses	502-4012222-6001 OFFICE SUPPLIES	\$1,200.00	\$16.51	\$1,183.49	1.38%
Expenses	502-4012222-6004 LAB SUPPLIES	\$5,800.00	\$1,276.38	\$4,523.62	22.01%
Expenses	502-4012222-6005 JANITORIAL SUPPLIES	\$1,500.00	\$169.92	\$1,330.08	11.33%
Expenses	502-4012222-6008 DIESEL FUEL	\$9,300.00	\$311.98	\$8,988.02	3.35%
Expenses	502-4012222-6011 UNIFORMS	\$1,000.00	\$0.00	\$1,000.00	0.00%
Expenses	502-4012222-6014 TOOLS	\$1,500.00	\$74.48	\$1,425.52	4.97%
Expenses	502-4012222-6019 SAFETY EQUIPMENT	\$2,500.00	\$550.15	\$1,949.85	22.01%
Expenses	502-4012222-6020 PERSONAL EQUIPMENT	\$800.00	\$0.00	\$800.00	0.00%
Expenses	502-4012222-6025 CHEMICALS	\$80,000.00	\$23,769.78	\$56,230.22	29.71%
Expenses	502-4012224-1183 COMPENSATION	\$139,000.00	\$15,956.42	\$123,043.58	11.48%
Expenses	502-4012224-2100 MATCHING FICA EXPENSE	\$10,600.00	\$1,220.60	\$9,379.40	11.52%
Expenses	502-4012224-3310 EQUIPMENT MAINTENANCE	\$5,000.00	\$1,082.83	\$3,917.17	21.66%
Expenses	502-4012224-3330 REPAIR & MAINTENANCE	\$10,000.00	\$1,690.00	\$8,310.00	16.90%
Expenses	502-4012224-6007 MATERIALS & SUPPLIES	\$2,500.00	\$0.00	\$2,500.00	0.00%
Expenses	502-4012224-6019 SAFETY EQUIPMENT	\$500.00	\$0.00	\$500.00	0.00%
Expenses	502-4094200-8134 SEWER SYSTEM UPGRADES	\$100,000.00	\$7,265.00	\$92,735.00	7.27%
Expenses	502-4094200-8211 CAPITAL RESERVES	\$115,153.10	\$0.00	\$115,153.10	0.00%
Expenses	502-4094200-8225 COMPUTER REPLACEMENT/UPGR	\$2,000.00	\$0.00	\$2,000.00	0.00%
Expenses	502-4094200-8345 PW ONE TON DUMP	\$13,500.00	\$0.00	\$13,500.00	0.00%
Expenses	502-4094200-8545 MEMBRANE PRE-PURCHASE	\$110,000.00	\$0.00	\$110,000.00	0.00%
Expenses	502-4094200-8602 3/4 T P-UP (1/2 VDOT)	\$12,000.00	\$0.00	\$12,000.00	0.00%
Expenses	502-4094200-9003 BACKHOE (PW)	\$22,500.00	\$0.00	\$22,500.00	0.00%
Expenses	502-4094200-9004 SECURITY IMPROVEMENTS	\$10,500.00	\$0.00	\$10,500.00	0.00%
Expenses	502-4094200-9006 WWTP BLOWER DISCONNECTS	\$8,000.00	\$0.00	\$8,000.00	0.00%
Expenses	502-4094200-9007 WWTP PERMEATE PUMPS	\$35,000.00	\$0.00	\$35,000.00	0.00%
Expenses	502-4094300-5800 CONTINGENCY	\$38,241.90	\$0.00	\$38,241.90	0.00%
Expenses	502-4095000-9118 VRA PRINCIPAL	\$470,000.00	\$235,000.00	\$235,000.00	50.00%
		\$2,211,625.00	\$453,964.83	\$1,757,660.17	21%

Southern Software FMS Budget vs Actual

Date: 10/5/2021

Monthly Update

Staff efforts in September 2021

- Staff continued working with the public on elimination of connections to the Town's sewer collection system that introduce storm water into the system.
- Staff continued efforts to secure necessary utility easements for one project.
- Staff has ordered and received most of the supplies for the meter replacement.
- Staff has received all of the supplies for the Ridge Road water project.
- The Town's engineer continued their work developing utility project plans.
- Staff is developing an RFP for security improvements at critical infrastructure sites.
- Staff is working with CIVIC PLUS to complete the update of the Town's website.

Funds expended over the past month

The September 2021 expenditure report is attached.

Staff initiatives expected in the near-term

- Staff will finalize the housing grant process (to be finalized and posted on website by October 29, 2021 (changed from September 15)).
- Staff will finalize the remaining non-profit grant process (to be finalized and proposed recipients notified by October 22, 2021 (changed from October 18)).
- Staff will continue to develop the first group of infrastructure projects and purchases.
- Staff will begin to develop façade improvement reimbursement grant process (expected to be finalized and posted by November 15, 2021).
- Staff will continue efforts to secure necessary easements for utility projects.
- Meter replacement project has begun.
- Ridge Road water project is expected to begin in October and be completed by mid-November.
- Staff will continue working with the public on elimination of connections to the Town's sewer collection system that introduce storm water into the system.
- The Town Manager and Treasurer will finalize one-page updates for active projects and provide them as a part of monthly American Rescue Plan Act of 2021 updated beginning in November.

Attachments:

- September 2021 ARPA Expenditure Report

Water and sewer bill accounts

	BUDGETED	USED THIS MONTH	TOTAL USED	BALANCE	PERCENT USED
Estimated cost of these actions:					
- Payment of delinquent accounts	\$ 10,000.00	\$ -	\$ 4,069.34	\$ 5,930.66	41%
- Water and sewer account credits	\$ 169,100.00	\$ 21,472.75	\$ 42,873.80	\$ 126,226.20	25%
- Total			\$ 46,943.14		
Funds used from first payment					\$ 179,100.00
					\$ 132,156.86

Signage

Estimated cost of these actions					
- Signage	\$ 140,000.00	\$ -	\$ -	\$ 140,000.00	0%
- Total			\$ -		\$ 140,000.00
Funds used from first payment					\$ 60,000.00
Funds used from second payment					\$ 80,000.00

Improvements in Central Business District

Estimated cost of these actions					
- Facades, signs, accessibility	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	0%
- Total			\$ -		\$ 250,000.00
Funds used from first payment					\$ 125,000.00
Funds used from second payment					\$ 125,000.00

Non-Profits

Estimated cost of these actions					
- John H Ender's FD	\$ 80,000.00	\$ -	\$ -	\$ 80,000.00	0%
- Bams of Rose Hill	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	0%
- Housing assistance	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00	0%
- Total			\$ -		\$ 240,000.00
Funds used from first payment					\$ 160,000.00

Funds used from second payment \$ 80,000.00

Purchase of equipment and supplies

Estimated cost of these actions
- Purchase of equipment, etc 0% \$ 25,000.00
- Total \$ 25,000.00
Funds used from first payment \$ 25,000.00
Funds used from second payment \$ 25,000.00

Improve Communications

Estimated cost of these actions
- Website 75% \$ 8,000.00
- Radios 0% \$ 60,000.00
- Other imp. 0% \$ 60,000.00
- Total \$ 128,000.00
Funds used from first payment \$ 122,154.71

Premium Pay

Estimated cost of these actions
- Provide premium pay 101% \$ 172,000.00
- Total \$ 172,000.00
Funds used from first payment \$ (2,323.86)
Funds used from second payment \$ (2,323.86)

Complete necessary water and sewer infrastructure projects

Estimated cost of these actions
- Cost of the projects 6.17% \$ 3,077,986.00
- Total \$ 3,077,986.00
Funds used from first payment \$ 1,088,574.78
Funds used from second payment \$ 1,792,493.00

Pay for administrative costs

Estimated cost of these actions
- Administrative costs per FY (5.5) 7% \$ 60,000.00
- Total \$ 330,000.00
Funds used from first payment \$ 135,501.60
Funds used from second payment \$ 194,498.40

NOTES:

Administrative Costs:
September

September Admin:
182.26 PH from July
120.82 Admin

Overview

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, the Planning Department and Town Council Chambers were established in rented space elsewhere in the early 1990's, 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 rented by Berryville Main Street 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 permitted Berryville Main Street to lease the second floor with the express purpose of them subleasing the space as a business incubator.

The current lease between the Town and Berryville Main Street for rental of 23 East Main Street will expire at the end of February 2022.

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

Attachments

- The current lease agreement
- A draft lease agreement developed by staff
 - o meaning of highlighting:
 - yellow - text that has been amended by staff and
 - green – portions of the agreement about which staff requests guidance from the Council.

Recommendation

Staff recommends that the Council set a public hearing on this matter for their November 9, 2021 regular meeting.

Sample Motion

I move that the Council of the Town of Berryville set a public hearing regarding the leasing of 23 East Main Street for the November 9, 2021 regular Town Council meeting.

CURRENT LEASE

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 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 prorated 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

If to Lessee:
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
Notary Public
Feb 18
Sharon Parrish

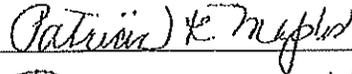
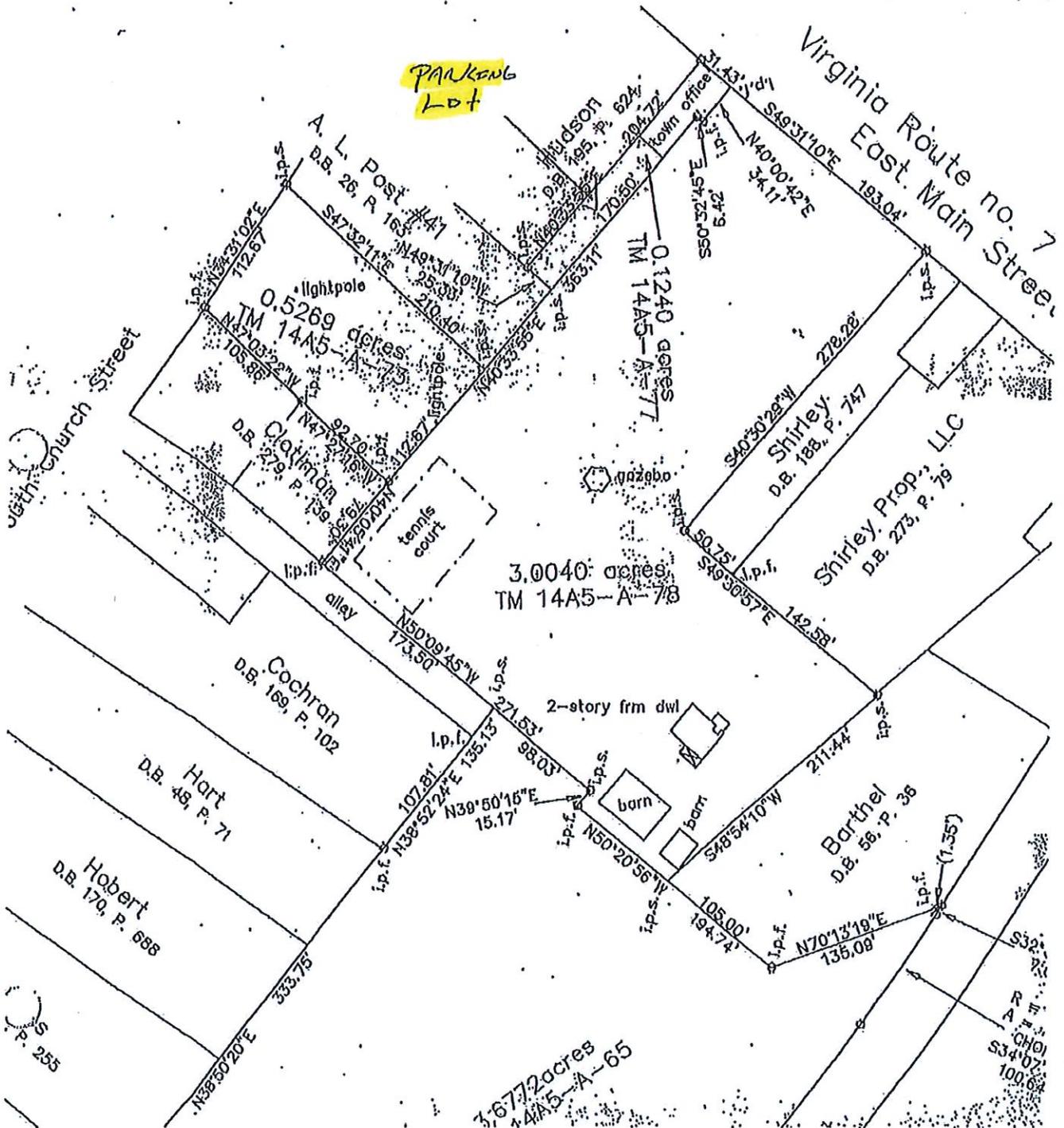
BY:  (SEAL)
Patricia R. Maples
(Printed Name) (Position)
President, Berryville Main Street



EXHIBIT B



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:

DRAFT
LEASE

THIS LEASE, dated the _____ day of _____, 2022,
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 ("the property" or "the premises").

B. In addition, the Town Manager may extend written
revocable permission to Lessee to use the 70' by 25.33' parking area as
generally shown on attached Exhibit B and 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 [REDACTED] years, beginning on the 1st day of March, 2022, and ending on the [REDACTED] day of February, [REDACTED] 20 [REDACTED].

3. RENT:

A. As rental for the property, the Lessee shall pay the Lessor the sum of \$550.00 per month for the first year of the lease, with the monthly rent increasing by \$20.00 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, 2022.

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 may, without prior written consent of the Lessor, sublet first floor space to retail businesses and at least one second floor space to businesses for the purpose of business incubation and development, provided that no such business may lease second floor space for more than

twenty-four (24) months.

B. All sublease agreements must include the following:

(1) Indemnification of the Town of Berryville by sublessee;

and

(2) Naming of the Town of Berryville as an additional

insured on sublessee's Commercial General Liability

policy.

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 Clarke County, 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. Notwithstanding the provisions of paragraph 9, Lessee is responsible for all costs associated with repairs required if the heating oil supply is permitted to be depleted.

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 \$700.00 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 \$700.00 each) to the heating and air conditioning systems; provided, however, the cost of necessary repairs paid by Lessee in excess of \$1,400.00 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; (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. ANTICIPATED WORK BY LESSOR

A. Lessor anticipates completing two projects on or adjacent to the premises within the next ten (10) years and hereby notifies Lessee of these projects. Lessor anticipates completing projects to:

(1) Stabilize and improve the livery stable; and

(2) Construct a vestibule outside of the second-floor bathroom of the premises.

B. Lessee agrees that it will utilize the rear occupancy of the second floor of the premises for its offices and sublet the front occupancy of the premises for business incubation and development.

C. Lessee agrees that with thirty (30) days prior written notice Lessor may cause the second-floor vestibule project to begin.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. CONSTRUCTION OF THE LEASE:

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

22. 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.

23. BINDING:

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

24. RIGHT TO RE-LEASE:

If the demised premises is to be available for lease by Lessor at the expiration of the [redacted] 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 [redacted] 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.

25. 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:

DBI / Berryville Main Street
ATTN: President
23 East Main Street
Berryville, VA 22611

TOWN OF BERRYVILLE, VIRGINIA, Lessor

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

DOWNTOWN BERRYVILLE, INC, Lessee

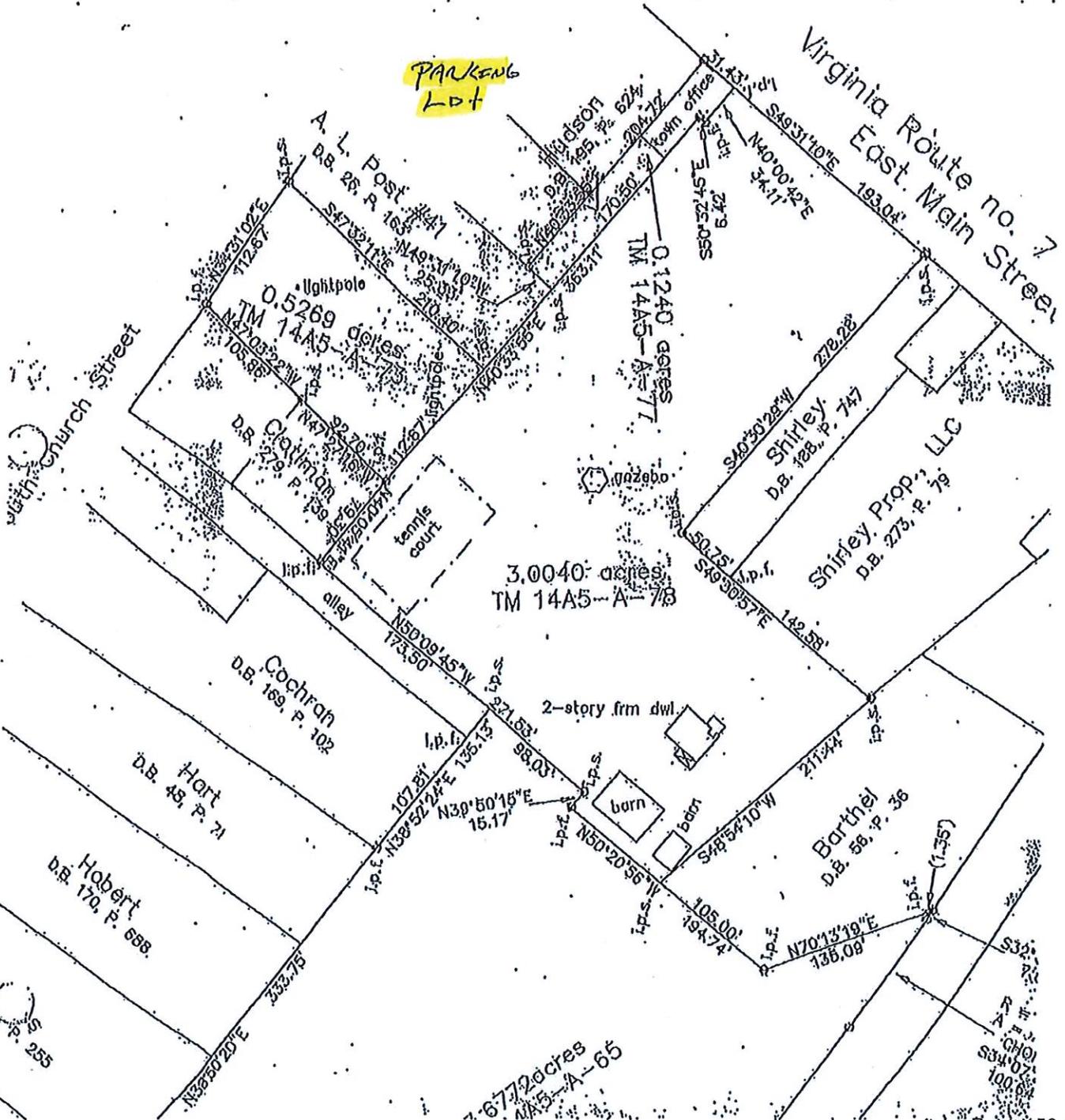
BY: _____(SEAL)

(Printed Name) (Position)

EXHIBIT B

PARKING LOT

Virginia Route no. 7
East Main Street



**Berryville Town Council Item Report Summary
October 12, 2021**

Item Title

Town Manager - American Rescue Plan Act of 2021 Update

Lease for 23 East Main Street

Prepared By

Background/History/General Information

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

Recommendation

Sample Motion

Overview

The Budget and Finance Committee reviewed the attached draft Budget Calendar for FY 2022-2023 at its September 14, 2021 meeting.

The Committee directed Town staff to forward the draft to the Town Council.

The Council is asked to review the draft Budget Calendar for FY 2022-2023 and approve a budget calendar at the October regular meeting.

The Committee asked that all standing committee budget priorities for FY 2022-2023 be submitted to the Council by October 29, 2021.

Attachment:

- Budget Calendar for FY 2022-2023

Sample motion

I move that the Council of the Town of Berryville approve the attached Budget Calendar for FY 2022-2023.

DRAFT

BUDGET CALENDAR FY 2022-2023

ACTIVITY	RESPONSIBILITY	DATE
Standing Comm. Budget Priorities	Standing Committees	October 29, 2021
Council Budget Priorities	Town Council	November 30, 2021
Ask for Department & CIP Budget Requests	Town Manager Town Treasurer	January 12, 2022
Prepare Budget & CIP Requests	Department Heads	January 12, 2022 February 2, 2022
Submit Departmental & CIP Budget Requests to Treasurer	Department Heads	February 2, 2022
Prepare Initial Revenue Estimates for Upcoming FY	Town Treasurer	January 12, 2022 February 2, 2022
Review Department & CIP Budget Requests	Town Manager Town Treasurer	February 2, 2022 February 18, 2022
Prepare Non-departmental Budget Requests	Town Treasurer	January 12, 2022 February 2, 2022
Review/Revise Budget Estimates with Dept Heads	Town Manager	February 2, 2022 February 18, 2022
Budget Committee Work session	B&F Committee Town Staff	March 2 at 10:30 am A/B Meeting Room
Council Budget Work session	Town Council Town Staff	Mar 9 at 3:00 pm Main Mtg Room
PH Ad to Newspaper	Town Treasurer	March 29, 2022
Tax PH Notice Published	Town Staff	April 5, 2022
Public Hearing Real Estate Tax Rates	Town Council	April 12, 2022
Council Meeting Set 2022 Tax Rates	Town Council	April 12, 2022
Print & Proof Budget	Town Treasurer	April 12, 2022 April 29, 2022
PH Ad to Newspaper	Town Treasurer	April 19, 2022
Budget PH Notice Published	Town Staff	April 26 & May 3, 2022
Public Hearing FY 2022-2023 Budget	Town Council	May 10, 2022
Adopt Budget & Appropriate Funds	Town Council	June 14, 2022
Print & Distribute Approved Budget	Town Treasurer	June 15, 2022 June 30, 2022

Town Council Agenda Item Report Summary

October 12, 2021

Item Title

Berryville Area Development Authority Reappointment

Prepared By

Christy Dunkle

Background/History/General Information

Mr. Hudson was appointed to the Berryville Area Development Authority in June 2021 to fill the unexpired term of Tom Parker who requested to be appointed to the Berryville Planning Commission. Terms for the Berryville Area Development Authority are three years.

Findings/Current Activity

Mr. Hudson is currently the executive director of the Bank of Clarke County Foundation. Growing up in Boyce, he is a lifelong Clarke County resident. Mr. Hudson has also served on the board of the Salvation Army, was a founding member of the Clarke County Education Foundation, and a member of the Berryville Architectural Review Board.

Financial Considerations

N/A

Schedule/Deadlines

The Berryville Area Development Authority meets the fourth Wednesday of each month.

Other Considerations

N/A

Recommendation

Reappoint Mr. Hudson to the Berryville Area Development Authority.

Sample Motion

I move that the Council of the Town of Berryville reappoint John Hudson to the Berryville Area Development Authority to a three-year term which expires on December 31, 2024.

Town Council Agenda Item Report Summary

October 12, 2021

Item Title

Planning Commission Reappointment

Prepared By

Christy Dunkle

Background/History/General Information

Tom Parker was appointed to the Berryville Planning Commission in June of 2021 to fill the unexpired term of Deb Zimmerman. Planning Commission terms are for four years.

Findings/Current Activity

Previously serving as chair and vice chair of the Clarke County School Board, Mr. Parker served on the Berryville Area Development Authority from January 2019 until his appointment to the Berryville Planning Commission and on the Planning Commission in Hamilton, VA. He has lived in Berryville since 2018 and has been employed as chief of staff for Loudoun County for over nine years.

Financial Considerations

N/A

Schedule/Deadlines

The Planning Commission meets the fourth Tuesday of each month.

Other Considerations

N/A

Recommendation

Reappoint Mr. Parker to the Berryville Planning Commission.

Sample Motion

I move that the Council of the Town of Berryville reappoint Thomas R. Parker, Jr. to the Berryville Planning Commission for a four-term which expires on September 30, 2025.

Town Council Agenda Item Report Summary

October 12, 2021

Item Title

Recommendation for Board of Zoning Appeals Appointment

Prepared By

Christy Dunkle

Background/History/General Information

Gerald Dodson has submitted a talent bank for to be considered for an appointment to the Board of Zoning Appeals. Town Council makes recommendations to the Clarke County Circuit Court for appointment to this board. Members are appointed for a five-year term.

Findings/Current Activity

A teacher and administrator in Frederick County for 32 years, Mr. Dodson has been a life-long resident of Berryville. He attended Shepherd University and received a MEd in Leadership/Administration from George Mason University. He is the past president of the Clarke County Rotary, chair of the Clarke County Social Services Board, and member of the FISH board.

Financial Considerations

N/A

Schedule/Deadlines

Board of Zoning Appeals' meetings are called when applications are received by planning staff. The last meeting was in 2018.

Other Considerations

N/A

Recommendation

Recommend that the Circuit Court appoints Mr. Dodson to the Berryville Board of Zoning Appeals.

Sample Motion

I move that the Council of the Town of Berryville recommend the appointment of Gerald William Dodson to the Board of Zoning Appeals requesting a five-year term beginning January 1, 2022.