

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Regular Meeting
June 14, 2016
7:30 p.m.

Town Council: Present-Wilson Kirby, Mayor; Harry Lee Arnold, Jr., Recorder; Allen Kitselman; David Tollett; Bryant Condrey; Doug Shaffer

Staff: Keith Dalton, Town Manager; Christy Dunkle, Assistant Town Manager/Planner; Desiree Moreland, Assistant Town Manager/Finance; Neal White, Chief of Police; Ann Phillips, Town Clerk

Press: Jim McConville, Winchester Star

1. Call to Order

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

Recorder Arnold moved that the Council of the Town Of Berryville adopt the revised agenda. Council member Kitselman seconded the motion which carried on a voice vote. Council member Tollett moved to amend the agenda by removing the action item labelled Attachment 13 under Item 15 saying appointments should be delayed in order for the new Council members coming next month to have input. Council member Condrey seconded the motion which, following discussion, failed on a roll call vote.

Wilson Kirby - Nay
Harry Lee Arnold, Jr. -Nay
Douglas Shaffer - Nay
Allen Kitselman - Nay
Bryant Condrey - Aye
David Tollett - Aye

2. Pledge of Allegiance

3. Public Hearings

Russ and Diane Harrison, Owners, request a Special Use Permit in order to operate a Home Occupation (Art Business) as regulated in Section 604.3 (g) of the Berryville Zoning Ordinance for the property located at 325 South Church Street, identified as Tax Map Parcel 14A5-((A))-51, zoned DR-4 Detached Residential. SUP 02-16

Public Hearing speakers were:

Christina Kraybill of 317 First Street who said she was in favor of the Special Use Permit and had personally benefited from having a Special Use Permit to start her business in her home.

Russ and Diane Harrison of 325 South Church Street who said as artists they can contribute to the community and are asking for approval of the Special Use Permit.

Upon motion of Council member Shaffer, seconded by Recorder Arnold, the public hearing was closed.

4. Approval of Minutes

Recorder Arnold moved that the minutes of the May 10, 2016, meeting be approved. Council member Kitselman seconded the motion. Council member Condrey noted corrections to his comments in the draft minutes. Council member Condrey moved that the draft minutes be amended to reflect his actual comments. Council member Kitselman seconded the motion which carried as follows:

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitselman
Bryant Condrey
David Tollett

Nay – None
Absent – None

Recorder Arnold's previous motion to approve the minutes, now amended, was passed as follows:

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitselman
Bryant Condrey
David Tollett

Nay – None
Absent – None

5. Citizens' Forum

Speakers were as follows:

George Archibald, 27 West Main Street, Berryville, who provided a written FOIA report and asked that the proposed FOIA policy on the agenda be advertised for public comment and that the newly constituted Town Council be able to address any needed changes.

Mary Daniel, 108 Tyson Drive, Berryville, who thanked the Mayor and other departing members of Council for their service to the Town.

Rick Wiita, 412 Custer Court, Berryville, who echoed the thanks of the previous speaker. He added that the senior housing cap discussion troubles him.

Bonnie Echols, 400 Custer Court, Berryville, who said the 2016 Berryville Area Plan is failed policy and highlighted the campaign platform of the newly elected Council members.

Sharon Strickland, 312 Early Drive, Berryville, who thanked the departing Council members for serving. She added that she hoped the new Mayor would counsel the Council members not to use the bully pulpit when speaking to members of the public.

6. Report of Wilson Kirby, Mayor

The Mayor presented a resolution to Master Patrol Officer Greg Frenzel and thanked him for his service.

The Mayor noted Frank Lee had left the Berryville Area Development Authority after serving since 2007. Recorder Arnold moved that the Council of the Town of Berryville adopt the following resolution thanking Frank Lee for his service on the BADA. Council member Kitselman seconded the motion which carried unanimously.

**COUNCIL OF THE TOWN OF BERRYVILLE
RESOLUTION OF APPRECIATION AND THANKS**

WHEREAS, Frank Lee was first appointed to the Berryville Area Development Authority on June 12, 2007; and

WHEREAS, Mr. Lee was subsequently appointed two more times serving on that commission for nine years; and

WHEREAS, During his tenure Mr. Lee has faithfully served the citizens of the Town of Berryville, utilizing his expertise to guide and manage development in the annexation area and assisting this important board during a critical time in our town's history; and

WHEREAS, Without fail, in all of his dealings with the public and other public officials, Mr. Lee executed the duties of his office in a fair, thoughtful, and just manner; and

WHEREAS, Through his work with the Berryville Area Development Authority, Mr. Lee has served as a shining example of a citizen's concern for his community and has truly positively affected the lives of Berryville's residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Town of Berryville, that Frank Lee's long and distinguished service to this community is recognized and that he is thanked for his hard work and devotion.

By Order of the Council of the Town of Berryville on this the fourteenth day of June, 2016.

Wilson L. Kirby,
Mayor

Harry Lee Arnold, Jr.,
Recorder

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7. Report of Christy Dunkle, Asst. Town Manager for Community Development

Recorder Arnold moved that the Council of the Town of Berryville approve Special Use Permit 02-16 in order to operate a Home Occupation (Art Studio) at the property located at 325 South Church Street,

identified as Tax Map Parcel number 14A5-((A))-51, zoned DR-4 Detached Residential with the following conditions:

- Hours of operation are Monday through Friday 10am to 5pm; Saturday 10am to 5pm; and occasional Sunday hours between the hours of 11am to 5pm for special events; and
- Outdoor storage is prohibited

Council member Kitselman seconded the motion which carried as follows:

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitselman
Bryant Condrey
David Tollett

Nay – None
Absent – None

By consensus, the Council set a public hearing for a Text Amendment to R-1 Residential for the July 12, 2016, meeting.

By consensus, the Council forwarded proposed Construction Standards and Specifications amendments to the Streets and Utilities Committee.

Recorder Arnold moved that the Council of the Town of Berryville authorize the Town Treasurer to refund \$885.00 to Alton Echols for Special Use Permit 03-16, saying of the \$2000.00 application fee, \$1115.00 had been spent on engineering and meeting participation costs not including staff time. Council member Kitselman seconded the motion which carried as follows:

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitselman
Bryant Condrey
David Tollett

Nay – None
Absent – None

8. Report of Keith Dalton, Town Manager

Mr. Dalton noted the death of Roberta Kerns who had been an active member of the community, business owner, and had served as executive director of the Clarke County Chamber of Commerce. He offered condolences to Stan and the entire Kerns family.

Mr. Dalton thanked the departing members of Council for their service, saying he appreciated their willingness to serve their community.

Mr. Dalton noted the proposed FOIA policy and referenced the earlier speaker who said the policy should be advertised before being adopted. He said that the Commonwealth of Virginia is requiring changes to FOIA policy that must be in effect by July 1 and that nothing would prevent the new Council from making revisions as necessary once the policy is adopted. He added that a FOIA officer must be

formally designated and said staff suggests the Town Clerk be the general Town records officer and the Chief of Police be the officer for Police Department records.

Council member Condrey moved that the Council of the Town of Berryville designate the Town Clerk as the FOIA Officer responsible for general Town records, and the Chief of Police as the FOIA Officer responsible for Police Department records. Council member Shaffer seconded the motion which carried as follows:

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitselman
Bryant Condrey
David Tollett

Nay – None
Absent – None

Council member Condrey moved that the Council of the Town of Berryville repeal the current Town FOIA policy and adopt the attached new FOIA policy effective immediately. Council member Tollett seconded the motion which carried as follows:

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitselman
Bryant Condrey
David Tollett

Nay – None
Absent – None

Town of Berryville
FOIA Policy
(Approved June 14, 2016)

General Policy Information

The Virginia Freedom of Information Act (FOIA), located § 2.2-3700 et seq. of the Code of Virginia, guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees.

A public record is any writing or recording regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format that is prepared or owned by, or in the possession of a public body or its officers, employees, or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.

The policy of FOIA states that the purpose of FOIA is to promote an increased awareness of governmental activities. In furthering this policy, FOIA requires that the law be interpreted liberally, in favor of access, and that any exemption allowing public records to be withheld must be interpreted narrowly.

Contacts

For **general Town of Berryville records**, the designated FOIA Officer is:

Town Clerk

Town of Berryville
101 Chalmers Court, Suite A, Berryville, VA 22611
Tel: 540-955-1099 Fax: 540-955-4524
foiatown@berryvilleva.gov

For **Police Department records**, the designated FOIA Officer is:

Chief of Police

Town of Berryville
101 Chalmers Court, Suite A, Berryville, VA 22611
Tel: 540-955-3863 Fax: 540-955-0207
foiapolice@berryvilleva.gov

For general questions concerning requesting records from the Town of Berryville, contact the appropriate FOIA Officer. In addition, the Freedom of Information Advisory Council is available to answer any questions about FOIA. The Council may be contacted by e-mail at foiacouncil@dls.virginia.gov, or by phone at (804) 225-3056 or toll free at (866) 448-4100.

Fee Policy

- The Town, as a public body, may make reasonable charges not to exceed the actual cost incurred in staff time for accessing, duplicating, supplying, or searching for the requested records. The Town will not impose any extraneous, intermediary, or surplus fees or expenses to recoup the general costs associated with creating or maintaining records or transacting the general business of the public body. Any duplicating fee charged by the Town will not exceed the actual cost of duplication.
- All charges for the supplying of requested records shall be estimated in advance at the request of the citizen as set forth in subsection F of § 2.2-3704 of the Code of Virginia. This allows the requester an opportunity to modify a request if a lower estimated cost is desired.
- Fees are charged only if the cost to fulfill the request and produce the documents is more than \$25. If the FOIA Officer determines that a requester is making sequential inquiries which are an extension or continuation of a previous request, then charges may be billed

cumulatively for staff time for accessing, duplicating, supplying, or searching for the requested records.

- If the Town estimates that it will cost more than \$200 to respond to a request, a deposit not to exceed the amount of the estimate may be required before the request is processed or fulfilled. The five day response window does not include the time between when the Town asks for a deposit and when the requester responds.
- If a requester owes money from a previous FOIA request that has remained unpaid for more than 30 days, the Town may require payment of the past-due bill before it will respond to a new FOIA request.

Policy regarding the use of exemptions

- The general policy of the Town of Berryville is to invoke the personnel records exemption in those instances where it applies in order to protect the privacy of employees and officials of the Town of Berryville.
- The general policy of the Town of Berryville is to invoke the contract negotiations exemption whenever it applies in order to protect the Town's bargaining position and negotiating strategy.
- All other exemptions provided for under the Act may be exercised by the Town if deemed appropriate.

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Mr. Dalton referenced the settlement agreement with Caldwell and Santmyer for the Wastewater Treatment Plant construction project, saying the Town holds \$88,133.74 in retainage because the contractor has failed to provide "red line drawings" as required by the contract. He said the contractor has agreed to provide the information the Town requires (the "red line drawings") so that "As-Built" plans can be produced, and the Town remains ready to release the retainage upon receipt of the complete red line drawings. **Recorder Arnold moved that the Council of the Town of Berryville approve the attached settlement agreement between the Town and Caldwell & Santmyer and authorize the Town Manager to execute the agreement on behalf of the Town. Further the Council authorizes the Town Manager, in consultation with the Town Attorney, to make minor revisions as necessary prior to execution of the agreement. Council member Kitselman seconded the motion which carried as follows:**

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitselman
Bryant Condrey
David Tollett

Nay – None
Absent – None

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into as of the date this Agreement is fully executed ("Effective Date"), by and between Caldwell & Santmyer, Inc. ("C&S") and the Town of Berryville ("Town"). Collectively, C&S and the Town shall be referred to as the "Parties."

RECITALS

WHEREAS, The Parties entered into contract No. WWTP2010, with Town as Owner, and C&S as Prime Contractor, for C&S to provide construction services on the Berryville Wastewater Treatment Plan Expansion and Upgrade (hereinafter "Contract" or "Project");

WHEREAS, C&S contends that it completed all work required of it under the Contract, and submitted a pay application for the final payment due of \$88,113.74;

WHEREAS, the Town contended that it did not receive the record drawings, annotated to show all changes made during the construction process as required by the Contract, and, therefore, refused to provide final payment;

WHEREAS, C&S filed suit in the Circuit Court for Clarke County, Virginia, styled as *Caldwell & Santmyer, Inc. v. Town of Berryville*, Civil Action No. CL15003360-00 (the "Litigation") asserting an action for contract breach, and seeking damages in the amount of \$88,113.74 plus cost and interest; and

WHEREAS, by virtue of this Agreement, the Parties desire to fully and completely resolve disputes between them in good faith, and to fully and finally settle all claims, defenses, and/or cross-claims that may or could be asserted in connection with the Contract and the Litigation, with no party admitting any liability to the other party, other than for the obligations agreed to under this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated into, and form an integral part of, this Agreement.
2. NON-ADMISSION OF LIABILITY. Nothing in this Agreement shall constitute or be construed as an admission of liability on behalf of any of the Parties, their agents, affiliates, sureties, indemnitors, assigns, parents, successors, subsidiaries, and/or successors, or an admission as to the validity of any allegations pertaining to the Project.

3. ATTORNEY REPRESENTATION. This Agreement is entered into voluntarily by the Parties who stipulate and agree that they are under no duress or undue influence. The Parties represent that in the execution of this Agreement, they had the opportunity to consult legal counsel of their own selection and that said attorneys have reviewed this Agreement, made any desired changes and advised their respective clients in regard to the advisability of making the settlement and release provided herein and of executing this Agreement.

4. TERMS. As full and final settlement of the dispute, the Parties agree as follows:

- a. C&S will prepare and submit to the Town within two (2) weeks of the Effective Date of this Agreement, a set of the drawings annotated to show and identify all changes which were on the plans delivered to the Town in October 2015, plus those identified in David Tyrrell's Memo of January 17, 2016, copy attached. In addition, C&S will include in the submitted drawings the seven drawings marked as "Record Drawings", dated April 24, 2015, as annotated by Painter-Lewis, P.L.C. and stamped by David F. Spriggs, showing final locations of various yard piping and the stormwater management pond.
- b. Subject to the requirements of subsection "c" below, the Town will within two (2) weeks of receipt of the drawings distribute to C&S the final payment under the contract in the amount of \$88,113.74 (the "Payment").
- c. If the drawings submitted by C&S are not in accordance with this Agreement, the Town will identify within two (2) weeks (excluding holidays) of receipt of the annotated drawings the specific deficiencies in the drawings. The Payment due pursuant to subsection "b" above will be made within two (2) weeks of receipt by the Town of corrected drawings in accordance with this Agreement.
- d. C&S will dismiss the Litigation with prejudice within seven (7) days of receipt of the Payment.
- e. Except for existing warranty obligations, and the obligations provided for herein, the Parties individually and collectively, for themselves and their partners, agents, employees and each of their respective heirs, executors administrators and assigns hereby release and discharge each other, and their heirs, personal representatives, sureties, successors and assigns, from any and all past, present or presently unknown claims, demands, obligations, actions, causes of action, suits, judgments, damages, costs, expenses and compensation of any nature whatsoever, pertaining to the Project and Litigation.
- f. Except as otherwise set forth in this Agreement, each party shall bear their own attorney's fees and related expenses and costs incurred in connection with the Project and Litigation.

5. ENTIRE AGREEMENT. This Agreement, as well as the actions referenced herein, constitutes the sole and entire agreement between the Parties and supersedes all prior and contemporaneous statements, promises, understandings, or agreements, whether written or oral.

6. PARTIAL INVALIDITY. In the event that any provision of this Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the Parties

7. SURVIVAL. All representations and warranties contained herein shall survive the execution and delivery of this Agreement, and the execution and delivery of any other document or instrument referred to herein.

8. APPLICABLE LAW. This Agreement shall be subject to and governed by the laws of the Commonwealth of Virginia.

9. COUNTERPARTS. This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or e-mail shall be effective as delivery of an originally executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Caldwell & Santmyer, Inc.

Dated: _____, 2016

By: _____
Tucker Conaboy, President

Town of Berryville

Dated: _____, 2016

By: _____
Authorized Representative

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9. Report of H. Allen Kitselman, III – Berryville Area Development Authority Liaison
Council member Kitselman had nothing to report.

10. Report of Harry Lee Arnold, Jr., - Chair, Budget and Finance Committee

Recorder Arnold moved that the Council of the Town of Berryville adopt the proposed Budget for Fiscal Year 2016-2017, an approved copy of which shall be incorporated into and become a part of the Official Minutes of this meeting, and further, that all funds as set forth in the approved budget shall hereby be appropriated for Fiscal Year 2016-2017. Council member Kitselman seconded the motion. Council member Condrey said he had wanted to see more options before finalizing the budget and does not believe an increase in the real estate tax rate was necessary. The motion carried as follows:

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitselman

Nay – Bryant Condrey
David Tollett

Absent – None

The 2016-2017 Budget appears on the following page.

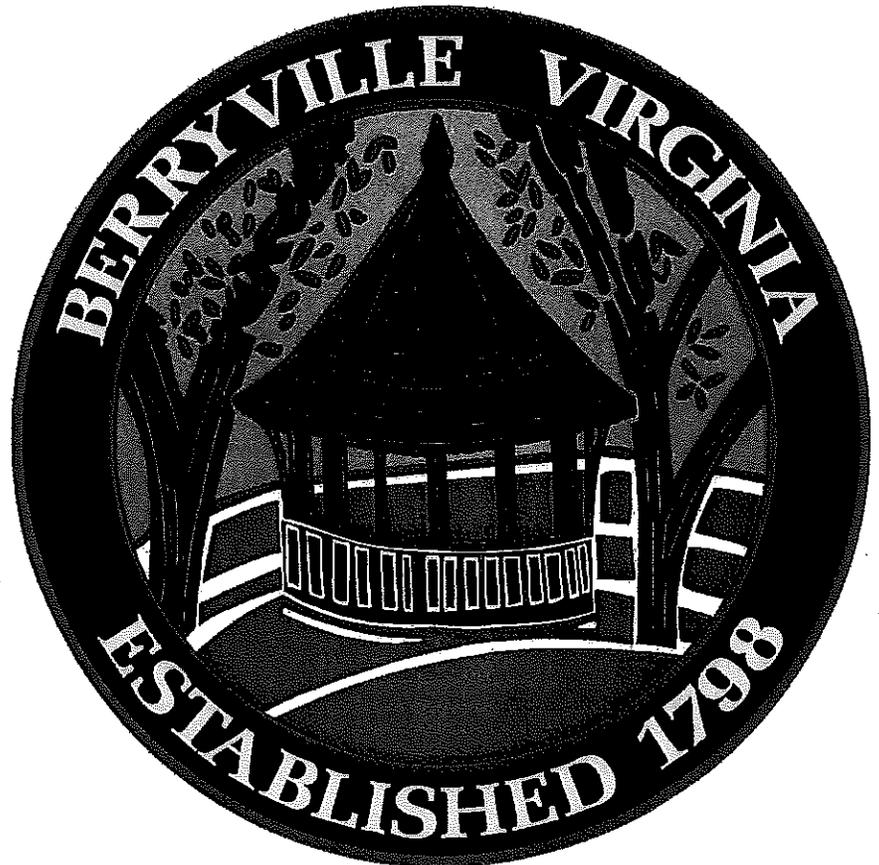
Town of Berryville

TOWN COUNCIL

Wilson Kirby, Mayor
Harry Arnold, Jr., Recorder
Douglas Shaffer—Ward One
Allen Kitselman—Ward Two
Bryant Condrey—Ward Three
David Tollett—Ward Four

TOWN STAFF

Keith Dalton, Town Manager
Desiree Moreland, Asst Mgr/Treasurer
Christina Dunkle, Asst Mgr/Planner
Ann Phillips, Town Clerk
Neal White, Chief of Police
David Tyrrell, Utility Director
Rick Boor, Director of Public Works



BUDGET PUBLIC HEARING FY 2017 OPERATING BUDGET

&

Capital Improvement Program

FY 2017-2021

BUDGET CALENDAR FY 2016-2017

| ACTIVITY | RESPONSIBILITY | DATE |
|--|--------------------------------|--------------------------------------|
| Ask for Department & CIP Budget Requests | Town Manager
Town Treasurer | Jan 29 |
| Prepare Budget & CIP Requests | Department Heads | Jan 29- Feb 9 |
| Submit Departmental & CIP Budget Requests | Department Heads | Feb 9 |
| Prepare Initial Revenue Estimates for Upcomming FY | Town Manager
Town Treasurer | Jan 29 - Feb 9 |
| Review Department & CIP Budget Requests | Town Manager
Town Treasurer | Feb 9 - Feb 19 |
| Prepare Non-departmental Budget Requests | Town Treasurer | Jan 29 - Feb 9 |
| Review/Revise Budget Estimates with Dept Heads | Town Manager | Feb 9 - Feb 19 |
| Budget Committee Worksession | B&F Committee
Town Staff | Mar 2 at 9:30 am
A/B Meeting Room |
| Budget Worksession | Town Council
Town Staff | Mar 16 at 4:00 pm
Main Mtg Room |
| Advertise Tax Rate Public Hearing | Town Staff | Mar 18 |
| Public Hearing
Real Estate Tax Rates | Town Council | April 12 |
| Council Meeting
Set Real Estate Tax Rate | Town Council | April 12 |
| Print & Proof Budget | Town Treasurer | Apr12 - Apr 30 |
| Advertise Budget Public Hearing | Town Staff | April 15 |
| Public Hearing
FY 2015-2016 Budget | Town Council | May 10 |
| Adopt Budget & Appropriate Funds | Town Council | Jun 14 |
| Print & Distribute Budget | Town Treasurer | Jun 14 - Jun 30 |

FY 2016-2017 DRAFT BUDGET PREPARATION HIGHLIGHTS

REVENUES

GENERAL FUND

- No increase in Personal Property tax rate.
- PPTRA remains at 70%
- Proposed increase in Real Estate tax rates from \$0.186 to \$0.19
- No increase in Machinery & Tools tax rate.
- No increase in Vehicle Decal Rates
- No increase in Business & Professional License rates
- 3% increase in Water Tank Site Lease per the agreements
- No increase in Lodging Tax, Meals Tax or Cigarette Tax

WATER FUND

- No increase in Treatment Fees.
- Fourteen Availability Fees projected

SEWER FUND

- No increase in Treatment Fees.
- Fourteen Availability Fees projected

OPERATING EXPENSES

ALL FUNDS

- 3% COLA with some market payroll increases are proposed.
- 7.44% increase in Health Care costs.
- TOTAL BUDGET increase of 6.54%

GENERAL FUND

- Increase in Maintenance & Operational Expenses of 3.05%
- Debt Service reflects a deposit to RDA Debt Service Reserve Fund
- Contingency is 6.35% of the Operating Budget
- General Fund total increase of 6.03%

WATER FUND

- Increase in Maintenance & Operational Expenses of 4.99%
- There is currently no Debt Service in the Water Fund
- Contingency is 3.5 % of the Operating Budget
- Water Fund total increase of 5.73% .

SEWER FUND

- Increase in Maintenance & Operational Expenses of .91%
- Debt service reflects payment to VRA
- Contingency is 3.5% of the Operating Budget
- Sewer Fund total increase of 7.82%

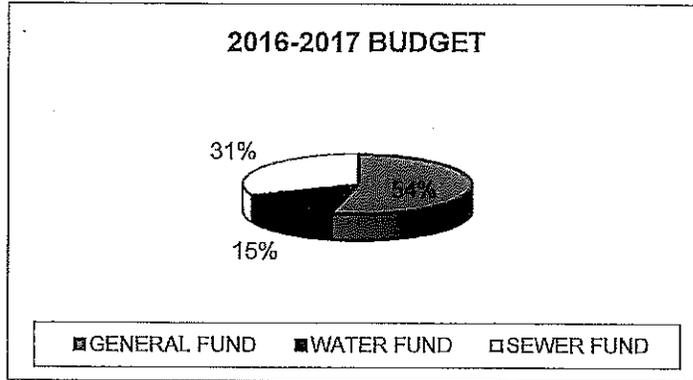
| <u>Resources and Revenues</u> | APPROVED
FY 15-16 | | PROPOSED
FY 16-17 | |
|-------------------------------------|----------------------|---------------------|----------------------|---------------------|
| GENERAL FUND | | | | |
| Fund Balance | \$ | - | \$ | - |
| Revenue from Local Sources | \$ | 2,325,400.00 | \$ | 2,463,250.00 |
| Revenue from State Sources | \$ | 838,781.00 | \$ | 891,786.00 |
| Revenue from Other Sources | \$ | 1,000.00 | \$ | 1,000.00 |
| Total | \$ | 3,165,181.00 | \$ | 3,356,036.00 |
| WATER FUND | | | | |
| Fund Balance | \$ | - | \$ | - |
| Revenue from Local Sources | \$ | 837,250.00 | \$ | 862,650.00 |
| Availability Fees | \$ | 52,500.00 | \$ | 78,050.00 |
| Total | \$ | 889,750.00 | \$ | 940,700.00 |
| SEWER FUND | | | | |
| Fund Balance | \$ | - | \$ | - |
| Revenue from Local Sources | \$ | 1,575,100.00 | \$ | 1,625,100.00 |
| Availability Fees | \$ | 227,500.00 | \$ | 318,500.00 |
| Total | \$ | 1,802,600.00 | \$ | 1,943,600.00 |
| TOTAL RESOURCES AND REVENUES | \$ | 5,857,531.00 | \$ | 6,240,336.00 |

Expenses and Reserves

| | | | | | |
|------------------------------------|-----------|---------------------|-----------|---------------------|----------------|
| GENERAL FUND | | | | | |
| Maintenance and Operational | \$ | 2,851,876.00 | \$ | 2,938,791.00 | 103.05% |
| Debt Service | \$ | 133,627.00 | \$ | 133,627.00 | |
| Capital Reserves and Expenses | \$ | 94,118.00 | \$ | 96,780.00 | |
| Contingency | \$ | 85,560.00 | \$ | 186,838.00 | |
| Total | \$ | 3,165,181.00 | \$ | 3,356,036.00 | 106.03% |
| WATER FUND | | | | | |
| Maintenance and Operational | \$ | 647,025.00 | \$ | 679,300.00 | 104.99% |
| Debt Service | \$ | - | \$ | - | |
| Capital Reserves and Expenses | \$ | 208,000.00 | \$ | 236,800.00 | |
| Contingency | \$ | 34,725.00 | \$ | 24,600.00 | |
| Total | \$ | 889,750.00 | \$ | 940,700.00 | 105.73% |
| SEWER FUND | | | | | |
| Maintenance and Operational | \$ | 968,640.00 | \$ | 977,495.00 | 100.91% |
| Debt Service | \$ | 470,000.00 | \$ | 470,000.00 | |
| Capital Reserves and Expenses | \$ | 315,670.00 | \$ | 461,855.00 | |
| Contingency | \$ | 48,290.00 | \$ | 34,250.00 | |
| Total | \$ | 1,802,600.00 | \$ | 1,943,600.00 | 107.82% |
| TOTAL EXPENSES AND RESERVES | \$ | 5,857,531.00 | \$ | 6,240,336.00 | 106.54% |

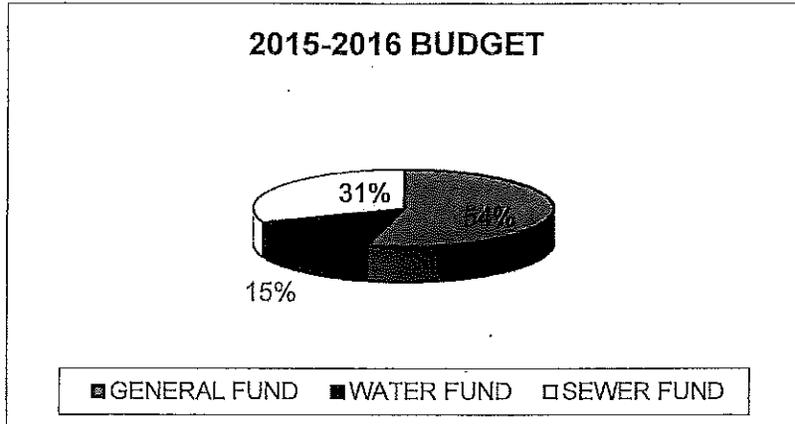
2016-2017 BUDGET

| | |
|--------------|-----------------|
| GENERAL FUND | \$ 3,356,036.00 |
| WATER FUND | \$ 940,700.00 |
| SEWER FUND | \$ 1,943,600.00 |
| | \$ 6,240,336.00 |



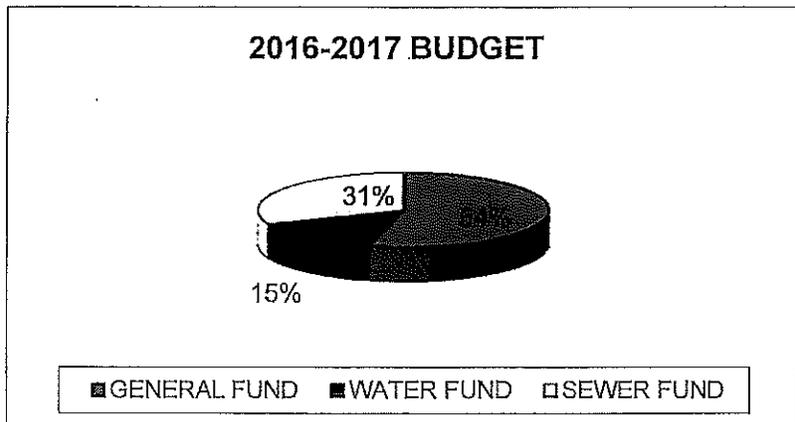
2015-2016 BUDGET

| | |
|--------------|-----------------|
| GENERAL FUND | \$ 3,165,181.00 |
| WATER FUND | \$ 889,750.00 |
| SEWER FUND | \$ 1,802,600.00 |
| | \$ 5,857,531.00 |



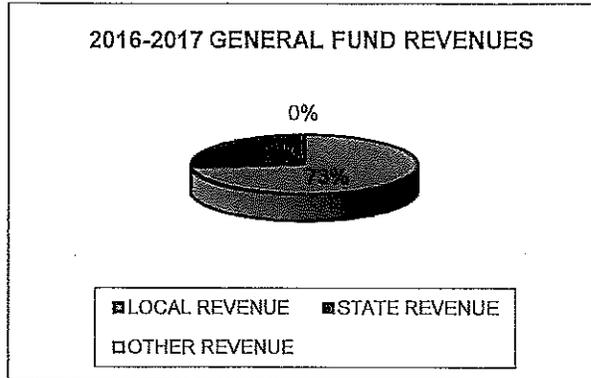
2016-2017 BUDGET

| | |
|--------------|-----------------|
| GENERAL FUND | \$ 3,356,036.00 |
| WATER FUND | \$ 940,700.00 |
| SEWER FUND | \$ 1,943,600.00 |
| | \$ 6,240,336.00 |



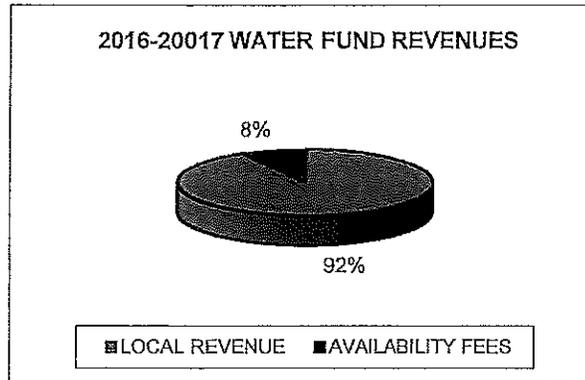
2016-2017 BUDGET
GENERAL FUND REVENUES

| | |
|---------------|-----------------|
| LOCAL REVENUE | \$ 2,463,250.00 |
| STATE REVENUE | \$ 891,786.00 |
| OTHER REVENUE | \$ 1,000.00 |
| | \$ 3,356,036.00 |



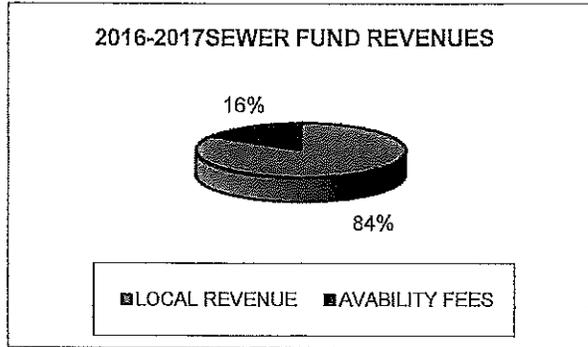
2016-2017 BUDGET
WATER FUND REVENUES

| | |
|-------------------|---------------|
| LOCAL REVENUE | \$ 862,650.00 |
| AVAILABILITY FEES | \$ 78,050.00 |
| | \$ 940,700.00 |



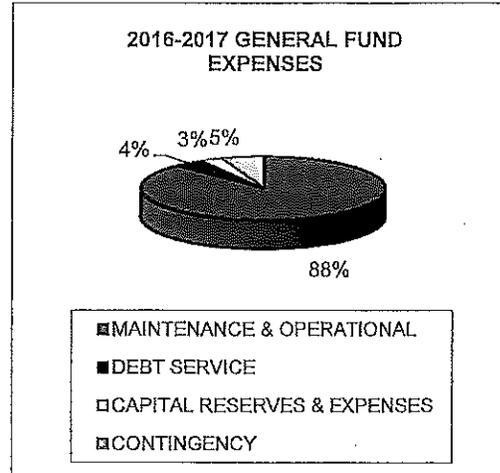
2016-2017 BUDGET
SEWER FUND REVENUES

LOCAL REVENUE \$ 1,625,100.00
AVABILITY FEES \$ 318,500.00
 \$ 1,943,600.00



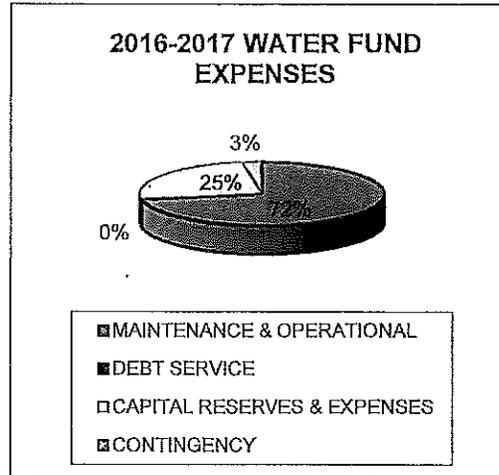
2016-2017 BUDGET
GENERAL FUND EXPENSES

| | |
|-----------------------------|-----------------|
| MAINTENANCE & OPERATIONAL | \$ 2,938,791.00 |
| DEBT SERVICE | \$ 133,627.00 |
| CAPITAL RESERVES & EXPENSES | \$ 96,780.00 |
| CONTINGENCY | \$ 186,838.00 |
| | \$ 3,356,036.00 |



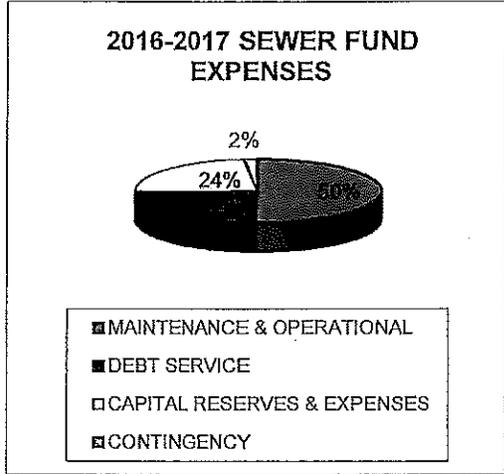
2016-2017 BUDGET
WATER FUND EXPENSES

| | |
|-----------------------------|---------------|
| MAINTENANCE & OPERATIONAL | \$ 679,300.00 |
| DEBT SERVICE | \$ - |
| CAPITAL RESERVES & EXPENSES | \$ 236,800.00 |
| CONTINGENCY | \$ 24,600.00 |
| | \$ 940,700.00 |



2016-2017 BUDGET
SEWER FUND EXPENSES

| | |
|-----------------------------|-----------------|
| MAINTENANCE & OPERATIONAL | \$ 977,495.00 |
| DEBT SERVICE | \$ 470,000.00 |
| CAPITAL RESERVES & EXPENSES | \$ 461,855.00 |
| CONTINGENCY | \$ 34,250.00 |
| | \$ 1,943,600.00 |



FY 16-17 DRAFT BUDGET REVENUES

| Account Number | Account Description | Prior Year Budget
2014-2015 | Current Year Budget
2015-2016 | REQUEST
2016-2017 |
|-------------------------------------|---|--------------------------------|----------------------------------|----------------------|
| GENERAL FUND | | | | |
| FUND BALANCE | | | | |
| 100-3000000-0000 | FUND BALANCE FORWARD | \$ 386,940.00 | \$ - | |
| | TOTAL FUND BALANCE | \$ 386,940.00 | \$ - | |
| REVENUE FROM LOCAL SOURCES | | | | |
| 100-3110101-0000 | CURRENT REAL ESTATE TAXES | \$ 660,000.00 | \$ 881,500.00 | \$ 885,000.00 |
| 100-3110102-0000 | DEL REAL ESTATE TAXES | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 |
| 100-3110201-0000 | UTILITY REAL ESTATE TAXES | \$ 7,000.00 | \$ 7,000.00 | \$ 11,200.00 |
| 100-3110301-0000 | CURRENT PERS PROP TAXES | \$ 170,000.00 | \$ 216,000.00 | \$ 230,000.00 |
| 100-3110302-0000 | DEL PERS PROP TAXES | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 |
| 100-3110401-0000 | MACHINERY & TOOLS | \$ 163,000.00 | \$ 160,000.00 | \$ 207,000.00 |
| 100-3110601-0000 | TAX PENALTIES | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 |
| 100-3110602-0000 | TAX INTEREST | \$ 1,500.00 | \$ 1,500.00 | \$ 5,000.00 |
| | TOTAL REV FROM LOCAL SOURCES | \$ 1,010,000.00 | \$ 1,274,500.00 | \$ 1,346,700.00 |
| OTHER LOCAL TAXES | | | | |
| 100-3120101-0000 | LOCAL SALES TAX | \$ 160,000.00 | \$ 175,000.00 | \$ 190,000.00 |
| 100-3120201-0000 | CONSUMER UTILITY TAX | \$ 90,000.00 | \$ 90,000.00 | \$ 90,000.00 |
| 100-3120300-0000 | BUSINESS LICENSE | \$ 185,000.00 | \$ 185,000.00 | \$ 185,000.00 |
| 100-3120402-0000 | REC FRANCHISE FEES | \$ 25,000.00 | \$ 27,000.00 | \$ 35,000.00 |
| 100-3120501-0000 | AUTO LICENSE | \$ 90,000.00 | \$ 90,000.00 | \$ 90,000.00 |
| 100-3120601-0000 | BANK FRANCHISE TAXES | \$ 110,000.00 | \$ 140,000.00 | \$ 145,000.00 |
| 100-3120801-0000 | CIGARETTE TAX (10¢) | \$ - | \$ 1,300.00 | \$ 42,500.00 |
| 100-3121001-0000 | LODGING TAX (2%) | \$ - | \$ 17,500.00 | \$ 9,000.00 |
| 100-3121101-0000 | MEALS TAX (4%) | \$ 192,000.00 | \$ 185,000.00 | \$ 190,000.00 |
| | TOTAL OTHER LOCAL TAXES | \$ 852,000.00 | \$ 910,800.00 | \$ 976,500.00 |
| PERMITS, FEES & LICENSES | | | | |
| 100-3130304-0000 | LAND USE APPLICATION FEES | \$ 1,000.00 | \$ 1,500.00 | \$ 500.00 |
| 100-3130307-0000 | ZONING & SUBDIVISION FEES | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| | TOTAL PERMITS, FEES & LICENSES | \$ 11,000.00 | \$ 11,500.00 | \$ 10,500.00 |
| FINES & FORFEITURES | | | | |
| 100-3140101-0000 | COURT FINES | \$ 20,000.00 | \$ 30,000.00 | \$ 25,000.00 |
| 100-3140102-0000 | PARKING METER FINES | \$ 2,750.00 | \$ 2,000.00 | \$ 3,300.00 |
| | TOTAL FINES & FORFEITURES | \$ 22,750.00 | \$ 32,000.00 | \$ 28,300.00 |
| REVENUE FROM MONEY OR PROP | | | | |
| 100-3150101-0000 | INTEREST ON DEPOSITS | \$ 7,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| 100-3150201-0000 | RENTAL OF PROPERTY | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 |
| 100-3150205-0000 | WATER TANK SITE LEASE | \$ 63,600.00 | \$ 64,500.00 | \$ 66,250.00 |
| | TOTAL FROM MONEY OR PROP | \$ 82,600.00 | \$ 82,500.00 | \$ 84,250.00 |
| CHARGES FOR SERVICES | | | | |
| 100-3160703-0000 | PARKING METERS | \$ 8,000.00 | \$ 8,000.00 | \$ 11,000.00 |
| 100-3161502-0000 | SALE OF PUBLICATIONS | \$ 100.00 | \$ 100.00 | \$ - |
| | TOTAL CHARGES FOR SERVICES | \$ 8,100.00 | \$ 8,100.00 | \$ 11,000.00 |

| | | | | | | |
|------------------|-------------------------------|----|----------|----|----------|-------------|
| | MISCELLANEOUS REVENUES | | | | | |
| 100-3189905-0000 | SALE OF SURPLUS | \$ | 1,000.00 | \$ | 1,000.00 | \$ 1,000.00 |
| | TOTAL MISC REVENUES | \$ | 1,000.00 | \$ | 1,000.00 | \$ 1,000.00 |
| | RECOVERED COSTS | | | | | |
| 100-3190203-0000 | REIMBURSABLE FEES | \$ | 5,000.00 | \$ | 5,000.00 | \$ 5,000.00 |
| | TOTAL RECOVERED COSTS | \$ | 5,000.00 | \$ | 5,000.00 | \$ 5,000.00 |

| | | | | | | |
|-----------------------------|----|--------------|----|--------------|----|--------------|
| TOTAL LOCAL REVENUES | \$ | 2,379,390.00 | \$ | 2,325,400.00 | \$ | 2,463,250.00 |
|-----------------------------|----|--------------|----|--------------|----|--------------|

REVENUE FROM THE COMMONWEALTH

| | | | | | | |
|------------------|----------------------------------|----|------------|----|------------|---------------|
| | NON-CATEGORICAL AID | | | | | |
| 100-3220107-0000 | ROLLING STOCK TAX | \$ | 2,000.00 | \$ | 2,000.00 | \$ 2,000.00 |
| 100-3220109-0000 | PPTRA | \$ | 209,917.00 | \$ | 209,917.00 | \$ 209,917.00 |
| 100-3220201-0000 | COMMUNICATION TAX | \$ | 90,000.00 | \$ | 90,000.00 | \$ 90,000.00 |
| | TOTAL NON-CATEGORICAL AID | \$ | 301,917.00 | \$ | 301,917.00 | \$ 301,917.00 |

| | | | | | | |
|------------------|------------------------------|----|------------|----|------------|---------------|
| | CATEGORICAL AID | | | | | |
| 100-3240103-0000 | 599 LAW ENFORCEMENT GRANT | \$ | 74,052.00 | \$ | 74,052.00 | \$ 74,052.00 |
| 100-3240103-0000 | LE BLOCK GRANT | \$ | - | \$ | - | \$ 10,000.00 |
| 100-3240201-0000 | FIRE FUND PROGRAM | \$ | 11,187.00 | \$ | 14,000.00 | \$ 14,000.00 |
| 100-3240300-0000 | VDOT LANE MILE ALLOWANCE | \$ | 431,812.00 | \$ | 431,812.00 | \$ 474,787.00 |
| 100-3240301-0000 | VDOT ROAD MAINTENANCE | \$ | 10,000.00 | \$ | 10,000.00 | \$ 10,000.00 |
| 100-3240302-0000 | LITTER CONTROL GRANT | \$ | 2,000.00 | \$ | 2,000.00 | \$ 2,000.00 |
| 100-3240311-0000 | ST EMERGENCY R&R | \$ | - | \$ | - | \$ - |
| 100-3240312-0000 | VA COMMISSION FOR THE ARTS | \$ | 5,000.00 | \$ | 5,000.00 | \$ 5,000.00 |
| 100-3240710-0000 | DMV ANIMAL FRIENDLY PLATES | | | \$ | | \$ 30.00 |
| | TOTAL CATEGORICAL AID | \$ | 534,051.00 | \$ | 536,864.00 | \$ 589,869.00 |

| | | | | | | |
|------------------------------------|----|------------|----|------------|----|------------|
| TOTAL FROM THE COMMONWEALTH | \$ | 835,968.00 | \$ | 838,781.00 | \$ | 891,786.00 |
|------------------------------------|----|------------|----|------------|----|------------|

REVENUE FROM THE FEDERAL GOVERNMENT

| | | | | | | |
|------------------|------------------------------|----|---|----|---|------|
| | CATEGORICAL AID | | | | | |
| 100-3340102-0000 | FEDERAL FIRE FUND PROGRAM | \$ | - | \$ | - | \$ - |
| 100-3340311-0000 | FEDERAL EMERGENCY R&R | \$ | - | \$ | - | \$ - |
| | TOTAL CATEGORICAL AID | \$ | - | \$ | - | \$ - |

| | | | | | | |
|--------------------------------------|----|---|----|---|----|---|
| TOTAL FROM FEDERAL GOVERNMENT | \$ | - | \$ | - | \$ | - |
|--------------------------------------|----|---|----|---|----|---|

REVENUE FROM OTHER SOURCES

| | | | | | | |
|------------------|---------------------------------|----|----------|----|----------|-------------|
| | NON-REVENUE RECEIPTS | | | | | |
| 100-3410201-0000 | MISCELLANEOUS REVENUES | \$ | 1,000.00 | \$ | 1,000.00 | \$ 1,000.00 |
| | TOTAL FROM OTHER SOURCES | \$ | 1,000.00 | \$ | 1,000.00 | \$ 1,000.00 |

| | | | | | | |
|---------------------------------|----|----------|----|----------|----|----------|
| TOTAL FROM OTHER SOURCES | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
|---------------------------------|----|----------|----|----------|----|----------|

| | | | | | | |
|------------------------------------|----|--------------|----|--------------|----|--------------|
| TOTAL GENERAL FUND REVENUES | \$ | 3,216,358.00 | \$ | 3,165,181.00 | \$ | 3,356,036.00 |
|------------------------------------|----|--------------|----|--------------|----|--------------|

WATER FUND

| | | | | | | |
|-----------------------------------|--|----|------------|----|------------|---------------|
| FUND BALANCE | | | | | | |
| 501-3000000-0000 | FUND BALANCE | \$ | - | \$ | - | \$ - |
| | TOTAL FUND BALANCE | \$ | - | \$ | - | \$ - |
| REVENUE FROM MONEY OR PROP | | | | | | |
| 501-3150102-0000 | INTEREST ON INVESTMENTS | \$ | 5,000.00 | \$ | 3,000.00 | \$ 3,000.00 |
| | TOTAL FROM USE OF MONEY OR PROP | \$ | 5,000.00 | \$ | 3,000.00 | \$ 3,000.00 |
| CHARGES FOR SERVICES | | | | | | |
| 501-3160110-0000 | TREATMENT FEES | \$ | 754,000.00 | \$ | 800,900.00 | \$ 825,000.00 |
| 501-3160111-0000 | DELINQUENT ACCT PENALTIES | \$ | 30,000.00 | \$ | 30,000.00 | \$ 30,000.00 |
| 501-3160112-0000 | SECURITY DEPOSITS | \$ | 100.00 | \$ | 100.00 | \$ 100.00 |
| 501-3160113-0000 | AVAILABILITY CHARGES | \$ | 26,250.00 | \$ | 52,500.00 | \$ 78,050.00 |
| 501-3160114-0000 | CONNECTION CHARGES | \$ | - | \$ | - | \$ - |
| 501-3160115-0000 | METER FEES | \$ | 1,625.00 | \$ | 3,250.00 | \$ 4,550.00 |
| | TOTAL CHARGES FOR SERVICES | \$ | 811,975.00 | \$ | 886,750.00 | \$ 937,700.00 |

| | | | | | | |
|-------------------------|----|------------|----|------------|----|------------|
| TOTAL WATER FUND | \$ | 816,975.00 | \$ | 889,750.00 | \$ | 940,700.00 |
|-------------------------|----|------------|----|------------|----|------------|

SEWER FUND

| | | | | | | |
|-----------------------------------|---|----|--------------|----|--------------|-----------------|
| FUND BALANCE | | | | | | |
| 502-3000000-0000 | FUND BALANCE | \$ | - | \$ | - | \$ - |
| | TOTAL FUND BALANCE | \$ | - | \$ | - | \$ - |
| REVENUE FROM MONEY OR PROP | | | | | | |
| 502-3150101-0000 | INTEREST INCOME | \$ | 8,000.00 | \$ | 5,000.00 | \$ 5,000.00 |
| | TOTAL REVENUE FROM MONEY OR PROP | \$ | 8,000.00 | \$ | 5,000.00 | \$ 5,000.00 |
| CHARGES FOR SERVICES | | | | | | |
| 502-3160110-0000 | TREATMENT FEES | \$ | 1,486,000.00 | \$ | 1,570,000.00 | \$ 1,620,000.00 |
| 502-3160112-0000 | SECURITY DEPOSITS | \$ | 100.00 | \$ | 100.00 | \$ 100.00 |
| 502-3160113-0000 | AVAILABILITY CHARGES | \$ | 113,750.00 | \$ | 227,500.00 | \$ 318,500.00 |
| | TOTAL CHARGES FOR SERVICES | \$ | 1,599,850.00 | \$ | 1,797,600.00 | \$ 1,938,600.00 |

REVENUE FROM OTHER SOURCES

| | | | | | | |
|-----------------------------|-----------------------------------|----|---|----|---|------|
| NON-REVENUE RECEIPTS | | | | | | |
| 502-3410401-0000 | VRA LOAN | \$ | - | \$ | - | \$ - |
| 502-3410402-0000 | WQIF Grant | \$ | - | \$ | - | \$ - |
| | TOTAL NON-REVENUE RECEIPTS | \$ | - | \$ | - | \$ - |

| | | | | | | |
|---------------------------------|----|---|----|---|----|---|
| TOTAL FROM OTHER SOURCES | \$ | - | \$ | - | \$ | - |
|---------------------------------|----|---|----|---|----|---|

TOTAL SEWER FUND \$ 1,607,850.00 \$ 1,802,600.00 \$ 1,943,600.00

TOTAL REVENUES ALL FUNDS \$ 5,641,183.00 \$ 5,857,531.00 \$ 6,240,336.00

FY 16-17 DRAFT BUDGET EXPENSES

| Account Number | Account Description | Prior Year Budget
2014-2015 | Current Year Budget
2015-2016 | REQUEST
2016-2017 |
|-----------------------|--------------------------------|--------------------------------|----------------------------------|----------------------|
| GENERAL FUND | | | | |
| TOWN COUNCIL | | | | |
| 100-4011100-1111 | EXPENSE COMPENSATION | \$ 18,900.00 | \$ 18,900.00 | \$ 18,900.00 |
| 100-4011100-5540 | TRAINING | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| 100-4011100-5699 | LOCAL CONTRIBUTIONS | \$ - | \$ - | \$ - |
| 100-4011100-5800 | MISCELLANEOUS | \$ 1,500.00 | \$ 1,000.00 | \$ 1,000.00 |
| 100-4011100-5810 | Dues | \$ 2,300.00 | \$ 3,000.00 | \$ 3,000.00 |
| 100-4011100-6017 | TOWN CODE SUPPLEMENTS | \$ 2,250.00 | \$ 2,000.00 | \$ 2,000.00 |
| 100-4011100-6018 | STATE CODE SUPPLEMENTS | \$ - | \$ - | \$ - |
| | TOTAL TOWN COUNCIL | \$ 25,950.00 | \$ 25,900.00 | \$ 25,900.00 |
| TOWN CLERK | | | | |
| 100-4011200-1114 | SALARIES/WAGES/TNCLK | \$ 44,290.00 | \$ 36,800.00 | \$ 40,300.00 |
| 100-4011200-2100 | MATCHING FICA EXPENSE (7.65 %) | | | \$ 3,080.00 |
| 100-4011200-5540 | EDUCATION/TRAINING | \$ 500.00 | \$ 1,000.00 | \$ 1,000.00 |
| 100-4011200-5810 | DUES | \$ 200.00 | \$ 200.00 | \$ 200.00 |
| | TOTAL TOWN CLERK | \$ 44,990.00 | \$ 38,000.00 | \$ 44,580.00 |
| TOWN MANAGER | | | | |
| 100-4012110-1112 | COMPENSATION | \$ 124,800.00 | \$ 129,000.00 | \$ 129,000.00 |
| 100-4012110-2100 | MATCHING FICA EXPENSE (7.65 %) | | | \$ 9,850.00 |
| 100-4012110-5230 | TELECOMMUNICATIONS | | \$ 600.00 | \$ 600.00 |
| 100-4012110-5510 | MILEAGE | \$ 150.00 | \$ 150.00 | \$ 150.00 |
| 100-4012110-5540 | TRAINING | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| 100-4012110-5810 | DUES | \$ 300.00 | \$ 300.00 | \$ 300.00 |
| | TOTAL TOWN MANAGER | \$ 126,250.00 | \$ 131,050.00 | \$ 140,900.00 |
| LEGAL SERVICES | | | | |
| 100-4012210-3150 | PROFESSIONAL SERVICES | \$ 30,000.00 | \$ 30,000.00 | \$ 20,000.00 |
| | TOTAL LEGAL SERVICES | \$ 30,000.00 | \$ 30,000.00 | \$ 20,000.00 |
| PERSONNEL | | | | |
| 100-4012220-2100 | SOCIAL SECURITY | \$ 71,300.00 | \$ 69,940.00 | \$ - |
| 100-4012220-2210 | VRS | \$ 80,210.00 | \$ 102,200.00 | \$ 116,350.00 |
| 100-4012220-2220 | VMLIP - STD | \$ 580.00 | \$ 560.00 | \$ 570.00 |
| 100-4012220-2230 | VMLIP - LTD | \$ 5,100.00 | \$ 4,905.00 | \$ 5,145.00 |
| 100-4012220-2250 | Line of Duty Act | \$ 3,000.00 | \$ 3,550.00 | \$ 3,750.00 |
| 100-4012220-2300 | HEALTH INSURANCE | \$ 133,000.00 | \$ 140,635.00 | \$ 154,650.00 |
| 100-4012220-2400 | LIFE INSURANCE | \$ 12,300.00 | \$ 10,785.00 | \$ 11,320.00 |
| 100-4012220-2600 | UNEMPLOYMENT INSURANCE | \$ 800.00 | \$ 675.00 | \$ 270.00 |
| 100-4012220-2700 | WORKER'S COMPENSATION | \$ 30,000.00 | \$ 24,000.00 | \$ 21,750.00 |
| 100-4012220-3110 | RANDOM DRUG SCREENING | \$ 450.00 | \$ 500.00 | \$ 750.00 |
| | TOTAL PERSONNEL | \$ 336,740.00 | \$ 357,750.00 | \$ 314,555.00 |

| | | | | | | | |
|------------------|-------------------------------------|----|-----------|----|-----------|----|------------|
| | INDEPENDENT AUDITOR | | | | | | |
| 100-4012240-3120 | CONTRACTUAL SERVICES | \$ | 15,100.00 | \$ | 15,300.00 | \$ | 16,000.00 |
| | TOTAL INDEPENDENT AUDITOR | \$ | 15,100.00 | \$ | 15,300.00 | \$ | 16,000.00 |
| | TOWN TREASURER | | | | | | |
| 100-4012410-1113 | COMPENSATION | \$ | 89,600.00 | \$ | 90,800.00 | \$ | 92,800.00 |
| 100-4012410-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 7,000.00 |
| 100-4012410-3130 | PROFESSIONAL SER/TAX CONV | \$ | - | \$ | 2,000.00 | \$ | 2,000.00 |
| 100-4012410-3150 | PROFESSIONAL SER/VEC | \$ | 950.00 | \$ | 100.00 | \$ | 100.00 |
| 100-4012410-5306 | SURETY BONDS | \$ | 300.00 | \$ | 300.00 | \$ | 300.00 |
| 100-4012410-5540 | TRAINING | \$ | 1,000.00 | \$ | 1,500.00 | \$ | 1,500.00 |
| 100-4012410-5810 | DUES | \$ | 150.00 | \$ | 300.00 | \$ | 300.00 |
| 100-4012410-6015 | AUTO DECALS | | | | | \$ | 250.00 |
| | TOTAL TOWN TREASURER | \$ | 92,000.00 | \$ | 95,000.00 | \$ | 104,250.00 |
| | FINANCE/ACCOUNTING | | | | | | |
| 100-4012430-1113 | COMPENSATION | \$ | 56,220.00 | \$ | 58,600.00 | \$ | 64,400.00 |
| 100-4012430-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 4,900.00 |
| 100-4012430-5540 | TRAINING | \$ | 400.00 | \$ | 200.00 | \$ | 500.00 |
| | TOTAL FINANCE/ACCOUNTING | \$ | 56,620.00 | \$ | 58,800.00 | \$ | 69,800.00 |
| | CENTRAL ADM/PURCHASING | | | | | | |
| 100-4012530-3320 | MAINTENANCE CONTRACTS | \$ | 34,525.00 | \$ | 22,350.00 | \$ | 25,000.00 |
| 100-4012530-3400 | WEB SITE | \$ | 2,000.00 | \$ | 5,135.00 | \$ | 5,000.00 |
| 100-4012530-3501 | NEWSLETTER | \$ | 1,500.00 | \$ | 1,000.00 | \$ | 250.00 |
| 100-4012530-3600 | ADVERTISING | \$ | 7,000.00 | \$ | 7,000.00 | \$ | 7,000.00 |
| 100-4012530-5210 | POSTAGE | \$ | 8,000.00 | \$ | 8,000.00 | \$ | 8,000.00 |
| 100-4012530-5230 | TELECOMMUNICATIONS | \$ | 2,100.00 | \$ | 1,200.00 | \$ | 400.00 |
| 100-4012530-5415 | COPIER LEASE | | | | 3,000.00 | \$ | 3,000.00 |
| 100-4012530-5540 | TRAINING | \$ | 750.00 | \$ | 1,500.00 | \$ | 1,500.00 |
| 100-4012530-5810 | DUES | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 100-4012530-6001 | OFFICE SUPPLIES | \$ | 11,000.00 | \$ | 11,000.00 | \$ | 11,000.00 |
| | TOTAL CENTRAL ADM/PURCHASING | \$ | 67,375.00 | \$ | 60,685.00 | \$ | 61,650.00 |
| | RISK MANAGEMENT | | | | | | |
| 100-4012550-5304 | BLANKET EXCESS LIABILITY | \$ | 13,500.00 | \$ | 13,200.00 | \$ | 11,000.00 |
| 100-4012550-5305 | AUTOMOBILE INSURANCE | \$ | 9,000.00 | \$ | 9,300.00 | \$ | 9,000.00 |
| 100-4012550-5307 | VARISK-2 | | 0 | \$ | - | \$ | - |
| 100-4012550-5308 | SEMI-MULTI PERIL INS | \$ | 11,500.00 | \$ | 26,500.00 | \$ | 29,150.00 |
| 100-4012550-5800 | INSURANCE DEDUCTABLES | \$ | 3,000.00 | \$ | 3,000.00 | \$ | 3,000.00 |
| | TOTAL RISK MANAGEMENT | \$ | 37,000.00 | \$ | 52,000.00 | \$ | 52,150.00 |
| | ENGINEERING SERVICES | | | | | | |
| 100-4012600-3140 | ENGINEERING SERVICES | \$ | 5,000.00 | \$ | 5,000.00 | \$ | 5,000.00 |
| | TOTAL ENGINEERING SERVICES | \$ | 5,000.00 | \$ | 5,000.00 | \$ | 5,000.00 |
| | ELECTIONS | | | | | | |
| 100-4013100-1125 | ELECTION OFFICIALS | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 100-4013100-6001 | OFFICE SUPPLIES | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| | TOTAL ELECTIONS | \$ | 1,500.00 | \$ | 1,500.00 | \$ | 1,500.00 |
| | PUBLIC DEFENDER FEES | | | | | | |

| | | | | | | | |
|------------------|---|----|------------|----|------------|----|------------|
| 100-4021500-3150 | PUBLIC DEFENDER FEES | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| | TOTAL PUBLIC DEFENDER FEES | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| | POLICE DEPARTMENT | | | | | | |
| 100-4031100-1139 | COMPENSATION | \$ | 500,000.00 | \$ | 479,600.00 | \$ | 534,600.00 |
| 100-4031100-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 40,900.00 |
| 100-4031100-3110 | MEDICAL EXAMINATIONS | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 100-4031100-3115 | PRE EMPLOYMENT DRUG SCREEN | \$ | 500.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 100-4031100-3190 | INTERPRETER | \$ | 400.00 | \$ | 400.00 | \$ | 400.00 |
| 100-4031100-3310 | REPAIR & MAINTENANCE | \$ | 9,875.00 | \$ | 12,000.00 | \$ | 14,000.00 |
| 100-4031100-3320 | MAINTENANCE CONTRACTS | \$ | 8,088.00 | \$ | 7,500.00 | \$ | 9,850.00 |
| 100-4031100-4082 | WILDLIFE MANAGEMENT | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 100-4031100-5210 | POSTAGE | \$ | 275.00 | \$ | 250.00 | \$ | 250.00 |
| 100-4031100-5230 | TELECOMMUNICATIONS | \$ | 1,550.00 | \$ | 4,044.00 | \$ | 4,044.00 |
| 100-4031100-5415 | COPIER LEASE | | | \$ | 3,000.00 | \$ | 3,000.00 |
| 100-4031100-5540 | TRAINING | \$ | 8,000.00 | \$ | 9,500.00 | \$ | 9,500.00 |
| 100-4031100-5810 | DUES | \$ | 3,045.00 | \$ | 2,050.00 | \$ | 700.00 |
| 100-4031100-5815 | COMMUNITY RELATIONS | \$ | 700.00 | \$ | 900.00 | \$ | 1,200.00 |
| 100-4031100-6001 | OFFICE SUPPLIES | \$ | 1,850.00 | \$ | 1,850.00 | \$ | 2,350.00 |
| 100-4031100-6008 | GASOLINE & OIL | \$ | 24,288.00 | \$ | 20,000.00 | \$ | 14,000.00 |
| 100-4031100-6010 | POLICE SUPPLIES | \$ | 8,000.00 | \$ | 12,300.00 | \$ | 13,500.00 |
| 100-4031100-6011 | UNIFORMS | \$ | 3,000.00 | \$ | 4,000.00 | \$ | 4,000.00 |
| | TOTAL POLICE DEPARTMENT | \$ | 571,071.00 | \$ | 559,894.00 | \$ | 654,794.00 |
| | TRAFFIC CONTROL | | | | | | |
| 100-4031300-5699 | COUNTY CONT/CROSSING GD | \$ | 2,500.00 | \$ | 2,500.00 | \$ | 2,500.00 |
| | TOTAL TRAFFIC CONTROL | \$ | 2,500.00 | \$ | 2,500.00 | \$ | 2,500.00 |
| | EMERGENCY SERVICES | | | | | | |
| 100-4031400-5699 | CONTRIBUTION/CC CENT ALRM | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| | TOTAL EMERGENCY SERVICES | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| | VOLUNTEER FIRE DEPARTMENT | | | | | | |
| 100-4032200-5699 | CONTRIBUTION/JHEVFD | \$ | 25,000.00 | \$ | 25,000.00 | \$ | 25,000.00 |
| 100-4032200-5707 | FIRE FUND PROGRAM | \$ | 11,187.00 | \$ | 14,000.00 | \$ | 14,000.00 |
| | TOTAL VOLUNTEER FIRE DEPT | \$ | 36,187.00 | \$ | 39,000.00 | \$ | 39,000.00 |
| | RESCUE SERVICES | | | | | | |
| 100-4032300-5699 | PROFESSIONAL SER EMT" | \$ | 67,920.00 | \$ | 67,920.00 | \$ | 50,000.00 |
| | TOTAL RESCUE SERVICES | \$ | 67,920.00 | \$ | 67,920.00 | \$ | 50,000.00 |
| | CORRECTION & DETENTION | | | | | | |
| 100-4033200-5550 | CONFINEMENT OF PRISONERS | \$ | 250.00 | \$ | 250.00 | \$ | 250.00 |
| | TOTAL CORRECTION & DETENTION | \$ | 250.00 | \$ | 250.00 | \$ | 250.00 |
| | PUBLIC WORKS ADMINISTRATION | | | | | | |
| 100-4041100-1140 | Compensation | \$ | 42,425.00 | \$ | 42,700.00 | \$ | 44,450.00 |
| 100-4041100-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 3,400.00 |
| 100-4041100-3110 | MEDICAL EXAMS | \$ | 525.00 | \$ | 525.00 | \$ | 525.00 |
| 100-4041100-3310 | VEHICLE REP & MAINTENANCE | \$ | 6,000.00 | \$ | 7,000.00 | \$ | 7,000.00 |
| 100-4041100-5120 | FUEL OIL/HEAT | \$ | 3,325.00 | \$ | 3,325.00 | \$ | 3,325.00 |
| 100-4041100-5230 | TELECOMMUNICATIONS | \$ | 3,800.00 | \$ | 4,400.00 | \$ | 3,800.00 |
| 100-4041100-5415 | COPIER LEASE | | | \$ | 2,100.00 | \$ | 2,250.00 |

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|------------------|--|----|------------|----|------------|----|------------|
| 100-4041100-5540 | TRAINING | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 100-4041100-6001 | OFFICE SUPPLIES | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| | TOTAL PUBLI WKS ADMINISTRATION | \$ | 57,075.00 | \$ | 61,050.00 | \$ | 65,750.00 |
| | HWYS, STS BRIDGES & SDWLKS | | | | | | |
| 100-4041200-1183 | COMPENSATION | \$ | 117,600.00 | \$ | 123,855.00 | \$ | 127,500.00 |
| 100-4041200-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 9,750.00 |
| 100-4041200-3310 | EQUIPMENT MAINTENANCE | \$ | 10,000.00 | \$ | 10,000.00 | \$ | 10,000.00 |
| 100-4041200-3315 | SIDEWALK MAINTENANCE | \$ | 6,000.00 | \$ | 6,000.00 | \$ | 6,000.00 |
| 100-4041200-3316 | STREET SIGN MAINTENANCE | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 100-4041200-5425 | NORFOLK/SOUTHERN R-O-W'S | \$ | 950.00 | \$ | 950.00 | \$ | 950.00 |
| 100-4041200-6007 | MATERIALS & SUPPLIES | \$ | 4,000.00 | \$ | 4,000.00 | \$ | 4,000.00 |
| 100-4041200-6008 | GASOLINE & OIL | \$ | 37,040.00 | \$ | 37,400.00 | \$ | 37,400.00 |
| 100-4041200-6011 | UNIFORMS | \$ | 3,000.00 | \$ | 3,000.00 | \$ | 3,000.00 |
| | TOTAL HWYS, STS BRIDGES & SWLKS | \$ | 179,090.00 | \$ | 185,705.00 | \$ | 199,100.00 |
| | VDOT STREET MAINTENANCE | | | | | | |
| 100-4041250-3300 | VDOT STREET MAINTENANCE | \$ | 431,812.00 | \$ | 384,312.00 | \$ | 287,037.00 |
| 100-4041250-3310 | EQUIPMENT MAINTENANCE (VDOT) | \$ | - | | | | |
| 100-4041250-3316 | STREET SIGN MAINTENANCE (VDOT) | \$ | - | | | | |
| 100-4041250-6050 | ASPHALT (VDOT) | \$ | - | | | | |
| 100-4041250-6130 | TREE REMOVAL (VDOT) | \$ | - | | | | |
| 100-4041250-6307 | SNOW REMOVAL (VDOT) | \$ | - | | | | |
| 100-4041250-8801 | EQUIPMENT PURCHASE (VDOT) | | | \$ | 47,500.00 | \$ | 125,500.00 |
| 100-4041250-8803 | PUBLIC WORKS IMPROVEMENTS | | | | | \$ | 62,250.00 |
| | TOTAL VDOT STREET MAINTENANCE | \$ | 431,812.00 | \$ | 431,812.00 | \$ | 474,787.00 |
| | STREET LIGHTS | | | | | | |
| 100-4041320-5110 | ELECTRICITY | \$ | 79,000.00 | \$ | 79,000.00 | \$ | 79,000.00 |
| | TOTAL STREET LIGHTS | \$ | 79,000.00 | \$ | 79,000.00 | \$ | 79,000.00 |
| | SNOW REMOVAL | | | | | | |
| 100-4041330-6007 | MATERIALS & SUPPLIES | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| | TOTAL SNOW REMOVAL | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| | PARKING METERS & LOTS | | | | | | |
| 100-4041340-6007 | MATERIALS & SUPPLIES | \$ | 1,500.00 | \$ | 1,500.00 | \$ | 1,500.00 |
| | TOTAL PARKING METERS & LOTS | \$ | 1,500.00 | \$ | 1,500.00 | \$ | 1,500.00 |
| | STREET & ROAD CLEANING | | | | | | |
| 100-4042200-6007 | MATERIALS & SUPPLIES | \$ | 4,000.00 | \$ | 4,000.00 | \$ | 4,000.00 |
| | TOTAL STREET & ROAD CLEANING | \$ | 4,000.00 | \$ | 4,000.00 | \$ | 4,000.00 |
| | REFUSE COLLECTION | | | | | | |
| 100-4042300-3220 | CONTRACTUAL SERVICES | \$ | 170,200.00 | \$ | 177,000.00 | \$ | 182,300.00 |
| 100-4042300-6225 | RECYCLING SERVICES | \$ | 51,000.00 | \$ | 53,000.00 | \$ | 54,600.00 |
| | TOTAL REFUSE COLLECTION | \$ | 221,200.00 | \$ | 230,000.00 | \$ | 236,900.00 |
| | REFUSE DISPOSAL | | | | | | |
| 100-4042400-3800 | FCO LANDFILL CHARGES | \$ | 20,000.00 | \$ | 20,000.00 | \$ | 20,000.00 |
| | TOTAL REFUSE DISPOSAL | \$ | 20,000.00 | \$ | 20,000.00 | \$ | 20,000.00 |

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|------------------|--------------------------------------|----|-----------|----|-----------|--------------|
| | GENERAL PROPERTIES | | | | | |
| 100-4043200-3310 | REPAIR & MAINTENANCE | \$ | 9,000.00 | \$ | 9,000.00 | \$ 9,000.00 |
| 100-4043200-3325 | HERMITAGE SWPOND MAINT | \$ | 4,180.00 | \$ | 4,100.00 | \$ 4,100.00 |
| 100-4043200-6007 | MATERIALS & SUPPLIES | \$ | 1,000.00 | \$ | 1,000.00 | \$ 1,000.00 |
| 100-4043200-6017 | CHRISTMAS LIGHTS | \$ | 1,100.00 | \$ | 1,200.00 | \$ 1,200.00 |
| | TOTAL GENERAL PROPERTIES | \$ | 15,280.00 | \$ | 15,300.00 | \$ 15,300.00 |
| | BUILDING SERVICES | | | | | |
| 100-4064200-3150 | PROFESSIONAL SERVICES | \$ | 1,350.00 | \$ | 1,500.00 | \$ 3,000.00 |
| 100-4064200-3200 | CONTRACTURAL SERVICES | \$ | 15,610.00 | \$ | 16,000.00 | \$ 16,650.00 |
| 100-4064200-5110 | ELECTRICITY | \$ | 13,540.00 | \$ | 14,000.00 | \$ 18,000.00 |
| 100-4064200-5120 | NATURAL GAS/HEAT | \$ | 2,010.00 | \$ | 2,500.00 | \$ 3,200.00 |
| 100-4064200-5130 | WATER/SEWER | \$ | 880.00 | \$ | 850.00 | \$ 650.00 |
| 100-4064200-5230 | TELECOMMUNICATIONS | \$ | 9,810.00 | \$ | 10,000.00 | \$ 4,000.00 |
| 100-4064200-5304 | LIABILITY INSURANCE | \$ | 1,930.00 | \$ | 2,000.00 | \$ 2,000.00 |
| 100-4064200-7113 | IN KIND COSTS | \$ | - | \$ | 15,000.00 | \$ 10,000.00 |
| 100-4064200-7115 | SHARED MAINTENANCE | \$ | 33,850.00 | \$ | 20,000.00 | \$ 15,000.00 |
| 100-4064200-8411 | CAPITAL ASSET RESERVES | \$ | 6,520.00 | \$ | 7,000.00 | \$ 6,150.00 |
| | TOTAL BUILDING SERVICES | \$ | 85,500.00 | \$ | 88,850.00 | \$ 78,650.00 |
| | PARKS & RECREATION | | | | | |
| 100-4071310-3160 | CONTRACTURAL SER/JN BLUE | \$ | 1,000.00 | \$ | 1,000.00 | \$ 1,000.00 |
| 100-4071310-5699 | CONTRIBUTION/CCP&R | \$ | 5,000.00 | \$ | 5,000.00 | \$ 5,000.00 |
| 100-4071310-6017 | CHRISTMAS LIGHTS | \$ | 400.00 | \$ | 400.00 | \$ 400.00 |
| 100-4071310-6018 | ROSE HILL IMPROVEMENTS | \$ | 5,000.00 | \$ | 5,000.00 | \$ 5,000.00 |
| | TOTAL PARKS & RECREATION | \$ | 11,400.00 | \$ | 11,400.00 | \$ 11,400.00 |
| | PLANNING | | | | | |
| 100-4081100-1155 | COMPENSATION | \$ | 75,375.00 | \$ | 77,435.00 | \$ 79,500.00 |
| 100-4081100-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ 6,000.00 |
| 100-4081100-3190 | PROFESSIONAL SERVICES | \$ | 4,500.00 | \$ | 5,000.00 | \$ 5,000.00 |
| 100-4081100-3500 | PRINTING | \$ | 200.00 | \$ | 200.00 | \$ 100.00 |
| 100-4081100-5510 | MILEAGE | \$ | 750.00 | \$ | 750.00 | \$ 750.00 |
| 100-4081100-5540 | TRAINING | \$ | 500.00 | \$ | 500.00 | \$ 500.00 |
| 100-4081100-5810 | DUES | \$ | 600.00 | \$ | 600.00 | \$ 500.00 |
| 100-4081100-6001 | OFFICE EQUIPMENT | \$ | 100.00 | \$ | 100.00 | \$ 100.00 |
| 100-4081100-6012 | PUBLICATIONS | \$ | - | \$ | - | |
| | TOTAL PLANNING | \$ | 82,025.00 | \$ | 84,585.00 | \$ 92,450.00 |
| | BOARD OF ZONING APPEALS | | | | | |
| 100-4081400-1110 | EXPENSE COMPENSATION | \$ | 500.00 | \$ | 500.00 | \$ 750.00 |
| 100-4081400-5540 | TRAINING | \$ | 500.00 | \$ | - | \$ 750.00 |
| | TOTAL BOARD OF ZONING APPEALS | \$ | 1,000.00 | \$ | 500.00 | \$ 1,500.00 |
| | ECONOMIC DEVELOPMENT | | | | | |
| 100-4081500-5410 | TOD SIGNS | \$ | 2,000.00 | \$ | - | \$ 3,000.00 |
| 100-4081500-5411 | WAYFINDING SIGNS | \$ | 10,000.00 | \$ | - | |
| 100-4081500-5696 | ECONOMIC DEVELOPMENT RESERVE | | | | | \$ 9,000.00 |
| 100-4081500-5697 | IDA GRANT MATCH | \$ | 30,000.00 | \$ | 54,000.00 | \$ - |
| 100-4081500-5698 | GRANT AND MATCHING FUNDS | \$ | 10,000.00 | \$ | 10,000.00 | \$ 10,000.00 |
| 100-4081500-5699 | DBI/ECO DEV PROF SERVICES | \$ | 20,000.00 | \$ | 18,000.00 | \$ 18,000.00 |
| | TOTAL ECONOMIC DEVELOPMENT | \$ | 72,000.00 | \$ | 82,000.00 | \$ 40,000.00 |

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| | PLANNING COMMISSION | | | | |
| 100-4081600-1111 | EXPENSE COMPENSATION | \$ | 5,000.00 | \$ | 5,000.00 |
| 100-4081600-5540 | TRAINING | \$ | 1,000.00 | \$ | 1,000.00 |
| 100-4081600-5810 | DUES | \$ | 250.00 | \$ | 250.00 |
| | TOTAL PLANNING COMMISSION | \$ | 6,250.00 | \$ | 6,250.00 |
| | B'VILLE AREA DEV AUTHORITY | | | | |
| 100-4081700-1111 | EXPENSE COMPENSATION | \$ | 2,500.00 | \$ | 2,500.00 |
| 100-4081700-5540 | TRAINING | \$ | 250.00 | \$ | 250.00 |
| 100-4081700-5810 | DUES | \$ | 125.00 | \$ | 125.00 |
| | TOTAL B'VILLE AREA DEV AUTHORITY | \$ | 2,875.00 | \$ | 2,875.00 |
| | ARCHITECTURAL REVIEW BOARD | | | | |
| 100-4081800-5540 | TRAINING | \$ | 250.00 | \$ | 500.00 |
| | TOTAL ARCHITECTURAL REVIEW BD | \$ | 250.00 | \$ | 500.00 |
| | CAPITAL OUTLAY | | | | |
| 100-4094200-8200 | PW SITE EXPANSION-RESERVE | | | | |
| 100-4094200-8201 | CHRISTMAS DECORATIONS | | | | |
| 100-4094200-8225 | COMPUTER REPLACEMENT | \$ | 4,000.00 | \$ | 4,000.00 |
| 100-4094200-8231 | Police Cruiser | \$ | - | \$ | 43,530.00 |
| 100-4094200-8338 | ONE TON DUMP | \$ | 40,000.00 | | |
| 100-4094200-8339 | SALT BOX/SNOW PLOW | \$ | 9,600.00 | | |
| 100-4094200-8340 | MOWER | \$ | - | \$ | 6,000.00 |
| 100-4094200-8345 | PW TON DUMP BED (1/2 VDOT) | \$ | - | \$ | 4,500.00 |
| 100-4094200-8367 | SEWER JET RODDER | \$ | 22,445.00 | | |
| 100-4094200-8411 | CAPITAL RESERVE | | | \$ | 43,508.00 |
| 100-4094200-8421 | PD IN CAR CAMERA REP | \$ | - | | |
| 100-4094200-8450 | HVAC JOINT GOV CTR | \$ | - | | |
| 100-4094200-8500 | PPTRA RESERVE | \$ | - | \$ | 10,000.00 |
| 100-4094200-8601 | PD SOFTWARE UPGRADE | | | \$ | 25,610.00 |
| 100-4094200-8603 | PD SERVER REPLACEMENT | | | \$ | 5,000.00 |
| 100-4094200-8702 | WAYFINDING SIGNS | | | \$ | 10,000.00 |
| 100-4094200-8803 | PUBLIC WORKS IMPROVEMENTS (3/4 VDOT) | | | \$ | 24,750.00 |
| | TOTAL CAPITAL OUTLAY | \$ | 76,045.00 | \$ | 94,118.00 |
| | CONTINGENCY | | | | |
| 100-4094300-5800 | CONTINGENCY (6.35%) | \$ | 213,976.00 | \$ | 85,560.00 |
| | TOTAL CONTINGENCY | \$ | 213,976.00 | \$ | 85,560.00 |
| | DEBT SERVICE | | | | |
| 100-4095000-9110 | CIP PRINCIPAL | \$ | 31,800.00 | \$ | 33,120.00 |
| 100-4095000-9120 | CIP INTEREST | \$ | 89,680.00 | \$ | 88,360.00 |
| 100-4095000-9130 | RDA DEBT SER RESERVE | \$ | 12,147.00 | \$ | 12,147.00 |
| | TOTAL DEBT SERVICE | \$ | 133,627.00 | \$ | 133,627.00 |
| | TOTAL GENERAL FUND OPERATIONAL | \$ | 2,792,710.00 | \$ | 2,851,876.00 |
| | TOTAL GENERAL FUND CONTINGENCY | \$ | 213,976.00 | \$ | 85,560.00 |
| | TOTAL GENERAL FUND CAP OUTLAY | \$ | 76,045.00 | \$ | 94,118.00 |
| | TOTAL GENERAL FUND DEBT SERVICE | \$ | 133,627.00 | \$ | 133,627.00 |

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|------------------------------------|----|--------------|----|--------------|----|--------------|
| TOTAL GENERAL FUND EXPENSES | \$ | 3,216,358.00 | \$ | 3,165,181.00 | \$ | 3,356,036.00 |
|------------------------------------|----|--------------|----|--------------|----|--------------|

WATER FUND**PERSONNEL**

| | | | | | | | |
|------------------|--------------------------------|----|-----------|----|-----------|----|-----------|
| 501-4012220-1140 | COMPENSATION | \$ | 37,825.00 | \$ | 38,460.00 | \$ | 40,100.00 |
| 501-4012220-2100 | MATCHING FICA EXPENSE (7.65 %) | \$ | 18,900.00 | \$ | 18,525.00 | \$ | 3,100.00 |
| 501-4012220-2210 | VRS | \$ | 21,255.00 | \$ | 27,075.00 | \$ | 28,950.00 |
| 501-4012220-2220 | VMLIP - STD | \$ | 155.00 | \$ | 150.00 | \$ | 145.00 |
| 501-4012220-2230 | VMLIP - LTD | \$ | 1,340.00 | \$ | 1,300.00 | \$ | 1,280.00 |
| 501-4012220-2300 | HEALTH INSURANCE | \$ | 35,000.00 | \$ | 37,255.00 | \$ | 38,500.00 |
| 501-4012220-2400 | LIFE INSURANCE | \$ | 3,260.00 | \$ | 2,860.00 | \$ | 2,820.00 |
| 501-4012220-2600 | UNEMPLOYMENT INSURANCE | \$ | 215.00 | \$ | 180.00 | \$ | 70.00 |
| 501-4012220-2700 | WORKER'S COMPENSATION | \$ | 8,250.00 | \$ | 6,400.00 | \$ | 5,250.00 |
| 501-4012220-3145 | PROFESSIONAL SERVICES | \$ | 1,000.00 | \$ | 100.00 | \$ | - |
| 501-4012220-3170 | MISS UTILITY | \$ | 1,900.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 501-4012220-3320 | HANDHELD MAINT | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| 501-4012220-5210 | POSTAGE | \$ | 2,500.00 | \$ | 2,500.00 | \$ | 2,500.00 |
| 501-4012220-5540 | TRAINING | \$ | - | \$ | 1,000.00 | \$ | 1,000.00 |
| 501-4012220-6001 | OFFICE SUPPLIES | \$ | 650.00 | \$ | 650.00 | \$ | 1,000.00 |

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|------------------------|--|----|------------|----|------------|----|------------|
| TOTAL PERSONNEL | | \$ | 134,250.00 | \$ | 139,455.00 | \$ | 127,715.00 |
|------------------------|--|----|------------|----|------------|----|------------|

TREATMENT

| | | | | | | | |
|------------------|--------------------------------|----|------------|----|------------|----|------------|
| 501-4012222-1147 | COMPENSATION | \$ | 150,500.00 | \$ | 143,810.00 | \$ | 141,200.00 |
| 501-4012222-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 10,800.00 |
| 501-4012222-2830 | CERTIFICATION FEES | \$ | 900.00 | \$ | 500.00 | \$ | 900.00 |
| 501-4012222-2840 | STATE CONNECTION FEES | \$ | 5,100.00 | \$ | 5,100.00 | \$ | 5,100.00 |
| 501-4012222-2850 | LAB TESTING | \$ | 10,000.00 | \$ | 10,000.00 | \$ | 22,000.00 |
| 501-4012222-3110 | MEDICAL EXAMS | \$ | 200.00 | \$ | 200.00 | \$ | 200.00 |
| 501-4012222-3145 | PROFESSIONAL SERVICES | \$ | 10,000.00 | \$ | 15,000.00 | \$ | 15,000.00 |
| 501-4012222-3210 | SLUDGE REMOVAL | \$ | 22,000.00 | \$ | 22,000.00 | \$ | 22,000.00 |
| 501-4012222-3220 | CLEAN RIVER INTAKE | \$ | - | \$ | 1,000.00 | \$ | 2,000.00 |
| 501-4012222-3310 | REPAIR & MAINTENANCE | \$ | 40,000.00 | \$ | 40,000.00 | \$ | 44,000.00 |
| 501-4012222-3510 | CONSUMER CONFIDENCE RPT | \$ | 1,700.00 | \$ | 500.00 | \$ | 500.00 |
| 501-4012222-5110 | ELECTRICITY | \$ | 55,000.00 | \$ | 55,000.00 | \$ | 59,000.00 |
| 501-4012222-5120 | FUEL/OIL HEAT | \$ | 2,700.00 | \$ | 2,700.00 | \$ | 2,700.00 |
| 501-4012222-5230 | TELECOMMUNICATIONS | \$ | 2,500.00 | \$ | 2,500.00 | \$ | 2,500.00 |
| 501-4012222-5415 | COPIER LEASE | | | \$ | 600.00 | \$ | 600.00 |
| 501-4012222-5540 | TRAINING | \$ | 2,500.00 | \$ | 2,500.00 | \$ | 2,500.00 |
| 501-4012222-5690 | DISCHARGE PERMIT RENEWAL | \$ | 2,100.00 | \$ | 2,700.00 | \$ | 2,700.00 |
| 501-4012222-5810 | DUES | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 501-4012222-6001 | OFFICE SUPPLIES | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 501-4012222-6004 | LAB SUPPLIES | \$ | 3,600.00 | \$ | 3,600.00 | \$ | 3,600.00 |
| 501-4012222-6005 | JANITORIAL SUPPLIES | \$ | 700.00 | \$ | 700.00 | \$ | 700.00 |
| 501-4012222-6008 | GASOLINE & OIL | \$ | 6,200.00 | \$ | 6,200.00 | \$ | 6,200.00 |
| 501-4012222-6011 | UNIFORMS | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 501-4012222-6014 | TOOLS | \$ | 250.00 | \$ | 250.00 | \$ | 250.00 |
| 501-4012222-6019 | SAFETY EQUIPMENT | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| 501-4012222-6020 | PERSONAL EQUIPMENT | \$ | 600.00 | \$ | 600.00 | \$ | 600.00 |
| 501-4012222-6025 | CHEMICALS | \$ | 43,000.00 | \$ | 40,000.00 | \$ | 40,000.00 |

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| TOTAL TREATMENT | | \$ | 364,050.00 | \$ | 359,960.00 | \$ | 389,550.00 |
|------------------------|--|----|------------|----|------------|----|------------|

DISTRIBUTION & MAINTENANCE

| | | | | | | | |
|------------------|--------------------------------|----|-----------|----|-----------|----|-----------|
| 501-4012224-1183 | COMPENSATION | \$ | 88,150.00 | \$ | 92,895.00 | \$ | 95,600.00 |
| 501-4012224-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 7,300.00 |
| 501-4012224-3330 | LINE REPAIR & MAINTENANCE | \$ | 42,750.00 | \$ | 42,750.00 | \$ | 42,750.00 |
| 501-4012224-6007 | MATERIALS & SUPPLIES | \$ | 11,875.00 | \$ | 11,875.00 | \$ | 11,875.00 |

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|------------------|---------------------------------------|----|------------|----|------------|----|------------|
| 501-4012224-6019 | SAFETY EQUIPMENT | \$ | 710.00 | \$ | 710.00 | \$ | 710.00 |
| 501-4012224-6030 | NEW SERVICE SUPPLIES | \$ | 3,800.00 | \$ | 3,000.00 | \$ | 3,800.00 |
| | TOTAL DISTRIBUTION & MAINT | \$ | 147,285.00 | \$ | 151,230.00 | \$ | 162,035.00 |
| | CAPITAL OUTLAY | | | | | | |
| 501-4094200-8102 | TANK REPAIR & MAINT RESERVE | | | | | \$ | 75,000.00 |
| 501-4094200-8210 | DEPRECIATION EXPENSE | \$ | - | | | | |
| 501-4094200-8211 | CAPITAL RESERVES | \$ | 27,110.00 | | | \$ | 34,800.00 |
| 501-4094200-8361 | WATER LINE UPGRADES | \$ | 75,000.00 | \$ | 150,000.00 | \$ | 75,000.00 |
| 501-4094200-8368 | LEAK DETECTOR | \$ | 12,000.00 | | | | |
| 501-4094200-8550 | EQUIPMENT REPAIR RESERVE | \$ | 25,000.00 | \$ | 25,000.00 | \$ | 25,000.00 |
| 501-4094200-8605 | WTP BUILDING MAINTENANCE | | | \$ | 33,000.00 | | |
| 501-4094200-8703 | PICKUP (1/2) | | | | | \$ | 15,000.00 |
| 501-4094200-8704 | WATER FINISH PUMPS | | | | | \$ | 12,000.00 |
| | TOTAL CAPITAL OUTLAY | \$ | 139,110.00 | \$ | 208,000.00 | \$ | 236,800.00 |
| | CONTINGENCY | | | | | | |
| 501-4094300-5800 | CONTINGENCY (3.5%) | \$ | 32,359.00 | \$ | 31,105.00 | \$ | 24,600.00 |
| | TOTAL CONTINGENCY | \$ | 32,359.00 | \$ | 31,105.00 | \$ | 24,600.00 |
| | TOTAL WATER FUND OPERATIONAL | \$ | 645,585.00 | \$ | 650,645.00 | \$ | 679,300.00 |
| | TOTAL WATER FUND CONTINGENCY | \$ | 32,280.00 | \$ | 31,105.00 | \$ | 24,600.00 |
| | TOTAL WATER FUND CAP OUTLAY | \$ | 139,110.00 | \$ | 208,000.00 | \$ | 236,800.00 |

| | | | | | | |
|----------------------------------|----|------------|----|------------|----|------------|
| TOTAL WATER FUND EXPENSES | \$ | 816,975.00 | \$ | 889,750.00 | \$ | 940,700.00 |
|----------------------------------|----|------------|----|------------|----|------------|

SEWER FUND

PERSONNEL

| | | | | | | | |
|------------------|--------------------------------|----|------------|----|------------|----|------------|
| 502-4012220-1114 | COMPENSATION | \$ | 37,825.00 | \$ | 35,460.00 | \$ | 37,000.00 |
| 502-4012220-2100 | MATCHING FICA EXPENSE (7.65 %) | \$ | 24,750.00 | \$ | 24,500.00 | \$ | 2,850.00 |
| 502-4012220-2210 | VRS | \$ | 27,820.00 | \$ | 35,805.00 | \$ | 38,350.00 |
| 502-4012220-2220 | VMLIP - STD | \$ | 200.00 | \$ | 195.00 | \$ | 190.00 |
| 502-4012220-2230 | VMLIP - LTD | \$ | 1,760.00 | \$ | 1,720.00 | \$ | 1,695.00 |
| 502-4012220-2300 | HEALTH INSURANCE | \$ | 46,000.00 | \$ | 49,275.00 | \$ | 50,975.00 |
| 502-4012220-2400 | LIFE INSURANCE | \$ | 4,270.00 | \$ | 3,780.00 | \$ | 3,730.00 |
| 502-4012220-2600 | UNEMPLOYMENT INSURANCE | \$ | 280.00 | \$ | 240.00 | \$ | 90.00 |
| 502-4012220-2700 | WORKER'S COMPENSATION | \$ | 10,500.00 | \$ | 8,500.00 | \$ | 7,000.00 |
| 502-4012220-3145 | PROFESSIONAL SERVICES | \$ | 2,000.00 | \$ | 1,000.00 | \$ | - |
| 502-4012220-3320 | HANDHELD MAINT | \$ | - | \$ | 2,000.00 | \$ | 2,000.00 |
| 502-4012220-5210 | POSTAGE | \$ | 7,000.00 | \$ | 7,000.00 | \$ | 7,000.00 |
| 502-4012220-6001 | OFFICE SUPPLIES | \$ | 500.00 | \$ | 750.00 | \$ | 1,500.00 |
| | TOTAL PERSONNEL | \$ | 162,905.00 | \$ | 170,225.00 | \$ | 152,380.00 |

TREATMENT

| | | | | | | | |
|------------------|--------------------------------|----|------------|----|------------|----|------------|
| 502-4012222-1147 | COMPENSATION | \$ | 235,800.00 | \$ | 235,530.00 | \$ | 233,900.00 |
| 502-4012222-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 17,900.00 |
| 502-4012222-2830 | CERTIFICATION FEES | \$ | 400.00 | \$ | 900.00 | \$ | 500.00 |
| 502-4012222-2850 | LAB TESTING | \$ | 25,000.00 | \$ | 25,000.00 | \$ | 25,000.00 |
| 502-4012222-3145 | PROFESSIONAL SERVICES | \$ | 15,000.00 | \$ | 15,000.00 | \$ | 15,000.00 |
| 502-4012222-3210 | LANDFILL-SOLIDS DISPOSAL | \$ | 35,000.00 | \$ | 30,000.00 | \$ | 30,000.00 |
| 502-4012222-3310 | REPAIR & MAINTENANCE | \$ | 60,000.00 | \$ | 90,000.00 | \$ | 90,000.00 |
| 502-4012222-5110 | ELECTRICITY | \$ | 160,000.00 | \$ | 150,000.00 | \$ | 150,000.00 |

| | | | | | | | |
|------------------|---------------------------------------|----|------------|----|------------|----|------------|
| 502-4012222-5230 | TELECOMMUNICATIONS | \$ | 5,000.00 | \$ | 5,000.00 | \$ | 5,000.00 |
| 502-4012222-5415 | COPIER LEASE | | | \$ | 3,000.00 | \$ | 3,000.00 |
| 502-4012222-5540 | TRAINING | \$ | 6,500.00 | \$ | 5,000.00 | \$ | 4,000.00 |
| 502-4012222-5690 | Discharge Permit Renewal | \$ | 3,100.00 | \$ | 3,100.00 | \$ | 3,100.00 |
| 502-4012222-5810 | DUES | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 502-4012222-6001 | OFFICE SUPPLIES | \$ | 2,500.00 | \$ | 2,500.00 | \$ | 2,500.00 |
| 502-4012222-6004 | LAB SUPPLIES | \$ | 9,000.00 | \$ | 8,000.00 | \$ | 8,000.00 |
| 502-4012222-6005 | JANITORIAL SUPPLIES | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 502-4012222-6008 | DIESEL FUEL | \$ | 8,000.00 | \$ | 8,000.00 | \$ | 8,000.00 |
| 502-4012222-6011 | UNIFORMS | \$ | 800.00 | \$ | 800.00 | \$ | 800.00 |
| 502-4012222-6014 | TOOLS | \$ | 1,500.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 502-4012222-6019 | SAFETY EQUIPMENT | \$ | 3,000.00 | \$ | 3,000.00 | \$ | 3,000.00 |
| 502-4012222-6020 | PERSONAL EQUIPMENT | \$ | 800.00 | \$ | 800.00 | \$ | 800.00 |
| 502-4012222-6025 | CHEMICALS | \$ | 100,000.00 | \$ | 100,000.00 | \$ | 100,000.00 |
| | TOTAL TREATMENT | \$ | 672,900.00 | \$ | 688,130.00 | \$ | 703,000.00 |
| | DISTRIBUTION & MAINTENANCE | | | | | | |
| 502-4012224-1183 | COMPENSATION | \$ | 88,150.00 | \$ | 92,895.00 | \$ | 95,600.00 |
| 502-4012224-1183 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 7,300.00 |
| 502-4012224-3310 | EQUIPMENT MAINTENANCE | \$ | 1,805.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| 502-4012224-3330 | REPAIR & MAINTENANCE | \$ | 7,125.00 | \$ | 8,000.00 | \$ | 8,000.00 |
| 502-4012224-6007 | MATERIALS & SUPPLIES | \$ | 6,080.00 | \$ | 6,080.00 | \$ | 6,080.00 |
| 502-4012224-6019 | SAFETY EQUIPMENT | \$ | 285.00 | \$ | 285.00 | \$ | 285.00 |
| 502-4012224-6030 | NEW SERVICE SUPPLIES | \$ | 2,850.00 | \$ | 2,850.00 | \$ | 2,850.00 |
| | TOTAL DISTRIBUTION & MAINT | \$ | 106,295.00 | \$ | 112,110.00 | \$ | 122,115.00 |
| | CAPITAL PROJECTS | | | | | | |
| 502-4094100-8001 | OUTFALL LINE | \$ | - | | | | 0 |
| 502-4094100-8003 | NEW WWTP | \$ | - | | | | 0 |
| | TOTAL CAPITAL PROJECTS | \$ | - | \$ | - | \$ | - |
| | CAPITAL OUTLAY | | | | | | |
| 502-4094200-8110 | WWTP UPGRADES | \$ | - | | | | |
| 502-4094200-8134 | Sewer Collection Sys Rehab | \$ | 50,000.00 | \$ | 50,000.00 | \$ | 100,000.00 |
| 502-4094200-8210 | DEPRECIATION | \$ | - | | | | |
| 502-4094200-8367 | SEWER JET RODDER | \$ | 22,445.00 | | | | |
| 502-4094200-8411 | Capital Reserve | \$ | 11,200.00 | \$ | 156,295.00 | \$ | 271,855.00 |
| 502-4094200-8540 | MEMBRANE REPLACEMENT RESERVE | \$ | 50,000.00 | \$ | 50,000.00 | \$ | 50,000.00 |
| 502-4094200-8550 | EQUIPMENT REPAIR RESERVE | \$ | 15,000.00 | \$ | 25,000.00 | \$ | 25,000.00 |
| 502-4094200-8602 | 3/4 TON PICKUP (1/2 VDOT) | | | \$ | 16,500.00 | | |
| 502-4094200-8604 | STORM SEWER CAMERA (1/2 VDOT) | | | \$ | 16,000.00 | | |
| 502-4094200-8703 | PICKUP (1/2) | | | | | \$ | 15,000.00 |
| | TOTAL CAPITAL OUTLAY | \$ | 148,645.00 | \$ | 313,795.00 | \$ | 461,855.00 |
| | CONTINGENCY | | | | | | |
| 502-4094300-5800 | CONTINGENCY (3.5%) | \$ | 47,105.00 | \$ | 48,340.00 | \$ | 34,250.00 |
| | TOTAL CONTINGENCY | \$ | 47,105.00 | \$ | 48,340.00 | \$ | 34,250.00 |
| | DEBT SERVICE | | | | | | |
| 502-4095000-9118 | VRA PRINCIPAL | \$ | 470,000.00 | \$ | 470,000.00 | \$ | 470,000.00 |
| | TOTAL DEBT SERVICE | \$ | 470,000.00 | \$ | 470,000.00 | \$ | 470,000.00 |
| | TOTAL SEWER FUND OPERATIONAL | \$ | 942,100.00 | \$ | 970,465.00 | \$ | 977,495.00 |

| | | | | | | |
|-------------------------------|----|------------|----|------------|----|------------|
| TOTAL SEWER FUND CONTINGENCY | \$ | 47,105.00 | \$ | 48,340.00 | \$ | 34,250.00 |
| TOTAL SEWER FUND CAP OUTLAY | \$ | 148,645.00 | \$ | 313,795.00 | \$ | 461,855.00 |
| TOTAL SEWER FUND DEBT SERVICE | \$ | 470,000.00 | \$ | 470,000.00 | \$ | 470,000.00 |

| | | | | | | |
|----------------------------------|----|--------------|----|--------------|----|--------------|
| TOTAL SEWER FUND EXPENSES | \$ | 1,607,850.00 | \$ | 1,802,600.00 | \$ | 1,943,600.00 |
|----------------------------------|----|--------------|----|--------------|----|--------------|

| | | | | | | |
|---------------------------------|----|--------------|----|--------------|----|--------------|
| TOTAL EXPENSES ALL FUNDS | \$ | 5,641,183.00 | \$ | 5,857,531.00 | \$ | 6,240,336.00 |
|---------------------------------|----|--------------|----|--------------|----|--------------|

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The Treasurer reported that the audit service contract, including four one-year renewal options, had been awarded to Robinson, Farmer, Cox Associates.

11. Report of H. Allen Kitselman, III - Chair, Community Improvements Committee

Council member Kitselman said the Berryville Main Street Cruise-In is scheduled for August 27, and the Music in the Park series has started.

12. Report of Douglas A. Shaffer – Planning Commission Liaison

Council member Shaffer said he had nothing to report, and that he has enjoyed serving on Council and working with all of the members.

13. Report of Dave Tollett – Police and Security Committee

Council member Tollett said the Committee will meet on June 30. Chief White gave an update on staffing and the naloxone program.

14. Report of Wilson Kirby – Chair, Streets and Utilities Committee

Mayor Kirby said he has been thrilled about the opportunity to work on Council, and that in 14 years he had not missed a regular meeting. He said he has enjoyed serving and prays the Town will continue to prosper.

Council member Condrey questioned the Utilities Director's report regarding fluoride levels reported and the CDC's recommended levels. Mr. Dalton said he would check on the matter.

Mr. Dalton updated the Council on the Battletown Drive water main project saying it is near completion. He added that another water main project on Academy Court will begin in July.

Mr. Dalton referenced the memo regarding the Safe Routes to School project on Swan Avenue which noted the higher than expected bids and the resulting shortfall in funds to complete the project. He said that without additional funds, staff is recommending that the Town tell the contractor that it will reject the bid and re-scope the project and also pursue additional funding. **Council member Condrey moved that the Council of the Town of Berryville move forward in revising its method of re-scoping the plan, seek additional funds, and reject the current bid. Council member Tollett seconded the motion.** Council member Condrey said he is concerned about partially demolishing the sidewalk as part of the re-scoping. Mr. Dalton and Ms. Dunkle addressed the current condition of the sidewalk and the process by which the shoulder would be replaced should a section of sidewalk be removed. Council member Shaffer said he will vote for the motion, but that he is very disappointed in the School Board saying they have no funds for this important project when they are funding many other things. **The motion carried as follows:**

Aye -- Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitselman
Bryant Condrey
David Tollett

Nay – None
Absent – None

15. Report of Harry Lee Arnold, Jr. – Chair, Personnel Committee

The minutes of the May 24, 2016 Personnel Committee were approved unanimously.

Recorder Arnold moved that the Council of the Town of Berryville appoint Matthew Bass to the Berryville Area Development Authority for a four year term beginning June 14, 2016. Council member Kitselman seconded the motion. Council member Condrey questioned the length of the term saying the annexation agreement identifies three year terms for BADA members. After withdrawing his original motion, **Recorder Arnold moved that the Council of the Town of Berryville appoint Matthew Bass to the Berryville Area Development Authority for a term to be determined by the BADA agreement with Clarke County. Council member Kitselman seconded the motion.** Council member Condrey thanked Matt Bass for submitting his paperwork for this position. He said the position had not been publicized, and he does not like the way appointments are done. **The motion carried as follows:**

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitselman

Nay – Bryant Condrey
David Tollett

Absent – None

Recorder Arnold said it had been a pleasure to work with Council member Condrey, Council member Shaffer, and Mayor Kirby. He noted the many letters and commendations the Mayor has received upon his retirement which he said include the following:

Letters from:
Senator Mark Warner
Senator Tim Kaine
Governor Terence McAuliffe
State Delegate Dave LaRock
State Senator Jill Holtzman-Vogel
Winchester City Mayor Elizabeth Minor

A copy of the Congressional Record from 114th Congress, mounted on a plaque courtesy of Representative Barbara Comstock

A Resolution of Appreciation and Recognition of Service, mounted on a plaque courtesy of the Clarke County Board of Supervisors

16. Other

Mayor Kirby thanked Board of Supervisors member Barbara Byrd for regularly attending the Town Council meetings.

17. Closed Session

At 8:51 p.m., Recorder Arnold moved that the Council of the Town of Berryville enter a closed session in accordance with §2.2-3711-A-7, Code of Virginia, in order to consult with legal counsel and staff regarding probable litigation concerning the Berryville-Clarke County Government Center. Council member Shaffer seconded the motion which carried as follows:

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitselman
Bryant Condrey
David Tollett

Nay – None
Absent – None

At 9:10 p.m., the members of the Town Council being assembled within the designated meeting place in the presence of members of the public and the media desiring to attend, the meeting was reconvened. Recorder Arnold moved that the following Resolution Concerning Certification of the Closed Session be adopted. Council member Condrey seconded the motion which carried on the following roll call vote:

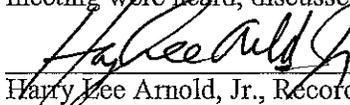
Wilson Kirby - Aye
Harry Lee Arnold, Jr. - Aye
Douglas Shaffer - Aye
Allen Kitselman - Aye
Bryant Condrey - Aye
David Tollett - Aye

CERTIFICATION OF CLOSED SESSION

WHEREAS, the Council of the Town of Berryville, Virginia, has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

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

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



Harry Lee Arnold, Jr., Recorder

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Council member Shaffer moved that the Council of the Town of Berryville approve the attached General Release and Waiver and authorize the Town Manager to execute the document on behalf of

the Town after it is also approved by the Clarke County Board of Supervisors. The Town Manager is authorized, prior to execution of the General Release and Waiver, to make minor changes to the document after consultation with legal counsel. Council member Kitselman seconded the motion which carried as follows:

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitselman
Bryant Condrey
David Tollett

Nay – None
Absent – None

GENERAL RELEASE AND WAIVER

RECITALS

(A) The Town of Berryville, Virginia and the County of Clarke, Virginia ("Berryville" and "Clarke County") entered into an Agreement (the "Agreement") with Baughan & Baukhages Architects, AIA ("B&B") for design, contract administration and other services by B&B (the "Project") for the Berryville and Clarke County Joint Government Center aka the Berryville-Clarke County Government Center (the "Government Center");

(B) Berryville and Clarke County engaged Robert T. Mitchell, Jr. ("Mitchell") to represent Berryville and Clarke County against B&B for acts or omissions by it or its consultants or subcontractors including without limitation claims of breach of or default under the Agreement or professional malpractice, of, related to or arising from alleged defects, delays or other issues of, at or on the Project including without limitation the HVAC system (the "Engagement");

(C) Following efforts to fix alleged defects before and after Substantial Completion and design and install remedial measures, including the design and installation of a new variable air volume ("VAV") system and related components and modifications of the existing HVAC system, and following efforts to settle all issues and claims against B&B including a request for mediation by Mitchell on behalf of Berryville and Clarke County, B&B's attorney asserted that a design claim if any was barred by the statute of limitations;

(D) Mitchell informed Berryville and Clarke County of the assertion by B&B's attorney and recommended that Berryville and Clarke County engage new counsel in place of Mitchell;

(E) Berryville and Clarke County engaged new counsel, and Berryville and Clarke County in consultation with counsel evaluated claims against B&B and Mitchell and determined that: the time and expense of prosecuting any claim against B&B or Mitchell would require significant time and resources of Berryville and Clarke County and substantial litigation expenses including without limitation attorneys' and experts' fees and costs; prevailing on any claim against B&B or against Mitchell would be uncertain; recovery of damages would be uncertain; recovery if any would not include much of the cost of the VAV system in that the VAV system allegedly constituted a significant upgrade over the original HVAC design; and recovery if any would include no litigation expenses and, hence, no attorneys' or experts' fees and costs;

(F) Notwithstanding the matters in Recital (E) above, Berryville and Clarke County noticed a claim against Mitchell, and Mitchell denied liability for the claim noting, in addition to matters substantially the same as in Recital (E) above, facts and law with the potential to defeat a statute of limitations bar;

(G) Counsel for Berryville and Clarke County and counsel for Mitchell on behalf of their respective clients entered into settlement negotiations and reached a settlement agreement calling for payment of \$87,500.00 by his insurance carrier (the "Insurer") on Mitchell's behalf in exchange for Berryville's and Clarke County's release of any and all claims against Mitchell and the Insurer;

(H) Berryville and Clarke County deem that payment of the sum of \$87,500.00 (which sum is to be paid and disbursed as follows: \$54,862.50 to Clarke County and \$32,637.50 to Berryville) by the Insurer is reasonable given the fact that there is substantial risk that any claim based on professional malpractice or other theory of recovery against Mitchell is uncertain, entails substantial risk of no recovery or a relatively small recovery, and in no event would include recovery of litigation expenses including without limitation attorneys' and experts' fees and costs;

NOW THEREFORE, pursuant to the settlement agreement and in exchange for payment of the sum of Eighty Seven Thousand Five Hundred and 00/100 dollars (\$87,500.00, which sum is to be paid and disbursed as follows: \$54,862.50 to Clarke County and \$32,637.50 to Berryville) (collectively, the "Settlement Proceeds") by the Insurer on behalf of Mitchell to Berryville and Clarke County the receipt of which is hereby acknowledged, Berryville and Clarke County, by this General Release and Waiver, release, acquit and discharge the Releasees (defined herein) of and from the Claims (defined herein), waive, surrender and relinquish any and all rights and remedies of, related to or arising from the Claims, and further confirm, release, waive, represent, agree and acknowledge, including the following.

1. Berryville and Clarke County confirm that they reached and entered into the settlement agreement with Mitchell.
2. Berryville and Clarke County release, acquit and forever discharge Mitchell, the law firm Hall, Monahan, Engle, Mahan & Mitchell, the Insurer and their respective owners, officers, members, partners, agents, servants, insurers, employees and attorneys, past and present, (collectively, the "Releasees") of and from any and all demands, actions, causes of action, liability, damages, consequences and/or claims (collectively, the "Claims" and also, hereinafter, claims or such claims) including without limitation claims for subrogation, contribution or indemnity, that either or both of them have or may have or hereafter may or will have against any one of more of the Releasees, of whatever nature, now existing or which hereafter arise from or out of, concerning or related to Mitchell's legal representation of Berryville and Clarke County of, concerning or related to B&B, its consultants or subcontractors, the Project, the Government Center and/or the Engagement, whether any such claims are known or unknown, foreseen or unforeseen, or anticipated or unanticipated.
3. Berryville and Clarke County represent that they are each: political subdivisions of the Commonwealth of Virginia authorized, organized, and existing under Virginia law; in good standing; and fully authorized to have reached and entered into the settlement agreement and to provide and execute this General Waiver and Release.
4. Berryville and Clarke County acknowledge and represent that Berryville and Clarke County have not relied upon any representation, inducement, promise or other statement, or any consideration other than the Settlement Proceeds, in entering into the settlement agreement and providing and executing this General Waiver and Release.

5. Berryville and Clarke County acknowledge and represent that they each: understand the settlement agreement and this General Waiver and Release; have relied solely and completely on their own respective judgment and upon the advice and counsel of their attorneys; and reached and entered into the settlement agreement and provide and execute this General Waiver and Release freely and voluntarily without impairment, duress or coercion.

6. Berryville and Clarke County acknowledge and agree that the settlement agreement and this General Waiver and Release bind Berryville and Clarke County and their successors and assigns and shall inure to the benefit of the Releasees and their heirs, legatees, next of kin, executors, administrators, successors and assigns.

7. Berryville and Clarke County acknowledge and agree that: they and their attorneys had the opportunity and exercised the opportunity to review, comment upon, revise and supplement this General Waiver and Release including the terms herein; no ambiguity in this General Waiver and Release including the terms herein shall be construed against the drafter(s); and any rule of construction by which a court, arbitrator or other decision-maker or authority may or would construe this General Waiver and Release, any term herein or any ambiguity herein against the drafter(s) shall not be applied.

8. Mitchell does not admit and expressly denies liability, the Insurer does not admit and expressly denies liability, and Berryville and Clarke County acknowledge and agree that neither Mitchell, nor the Insurer, nor any of the other Releasees have admitted any liability for the Claims and that liability for the Claims is denied.

9. Berryville and Clarke County represent that: the Town Manager and the County Administrator are authorized and directed to sign this General Waiver and Release on behalf of Berryville and Clarke County respectively; and by the signatures of the Town Manager and the County Administrator, this General Waiver and Release will be properly provided and executed by Berryville and Clarke County respectively and Berryville and Clarke County shall be bound thereby.

IN WITNESS WHEREOF, the Town Manager and the County Administrator of Berryville and Clarke County respectively sign this General Release and Waiver on behalf of Berryville and Clarke County respectively.

[Signatures appear on the following page.]

The Town of Berryville, Virginia

By: _____
Keith Dalton, Town Manager

COMMONWEALTH OF VIRGINIA, COUNTY OF CLARKE, to wit:

The foregoing instrument was duly acknowledged before me, a Notary Public in and for the County and State aforesaid, this ____ day of June, 2016, by Keith Dalton, Town Manager of the Town of Berryville, Virginia, on behalf of the Town, who is personally known to me.

Notary Public

My commission expires: _____

Notary Registration No. _____

The County of Clarke, Virginia

By: _____
David Ash, County Administrator

COMMONWEALTH OF VIRGINIA, COUNTY OF CLARKE, to wit:

The foregoing instrument was duly acknowledged before me, a Notary Public in and for the County and State aforesaid, this ____ day of June, 2016, by David Ash, County Administrator of the County of Clarke, Virginia, on behalf of the County, who is personally known to me.

Notary Public

My commission expires: _____

Notary Registration No. _____

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18. Adjourn

At 9:18 p.m., Recorder Arnold moved that the Council of the Town of Berryville adjourn until June 29 at 7:00 p.m. to meet jointly with the Clarke County Board of Supervisors and the Clarke County Industrial Development Authority in the Main Meeting Room of the Berryville-Clarke County Government Center. Council member Condrey seconded the motion which carried as follows:

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitselman
Bryant Condrey
David Tollett

Nay – None
Absent – None



Harry Lee Arnold, Jr., Recorder



Ann W. Phillips, Town Clerk

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Continued Meeting – Joint Meeting with Clarke County Board of Supervisors
June 29, 2016
7:00 p.m.

Town Council:

Present-Wilson Kirby, Mayor; Harry Lee Arnold, Jr., Recorder; Doug Shaffer; Bryant Condrey
Absent- Allen Kitselman; David Tollett

Clarke County Board of Supervisors:

Present- David Weiss, Chair; Terri Catlett; Bev McKay; Mary Daniel
Absent- Barbara Byrd

Town of Berryville Staff: Present- Keith Dalton, Town Manager; Christy Dunkle, Assistant Town Manager/Planner; Ann Phillips, Town Clerk

Clarke County Staff: Present- David Ash, County Administrator; Lora Walburn, Deputy Clerk-Board of Supervisors

Press: None

Others: Robert Mitchell; Patricia Dickinson

1. Call to Order

Mayor Kirby reconvened the Town Council meeting at 7:00 p.m.

Chair Weiss called the County Board of Supervisors meeting to order at 7:00 p.m.

2. Discussion – Economic Development Proposal

Mayor Kirby asked staff to report on the announcement made earlier in the day by Governor McAuliffe. Mr. Dalton noted the Performance Agreement, which is under the auspices of the Governor's Agricultural & Forestry Industries Development Fund, and is to be executed by the Town, County, and the Industrial Development Authority. He noted Section 4 of the Agreement which explains the rebate of 50% of taxes through the year 2022 with a value up to \$200,000. He added that this is a different approach from the Berryville Graphics agreement with the rebates occurring only after the taxes have been paid. Mr. Dalton said that with the announcement being made, the Council and Board are now free to discuss the opportunity. He noted the motions before each of the bodies to approve the Performance Agreement and authorize the CAO to make modifications as needed. Mr. Dalton thanked Ms. Dunkle for her efforts in bringing the agreement to this conclusion.

Supervisor Daniel asked if payments will go through the IDA, and Mr. Dalton said that they would.

Chair Weiss noted that the IDA had planned to attend the meeting, but were not able to meet a quorum. He said they are in support and would be meeting within 48 hours to approve the agreement.

Recorder Arnold moved that the Town of Berryville approve the attached Handsome Brook Farm Performance Agreement and authorize the Town Manager to make minor modifications as needed in consultation with the Virginia Department of Agriculture and Consumer Services and to sign the document. Council member Condrey seconded the motion which carried as follows:

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Bryant Condrey

Nay – None
Absent – Allen Kitselman
David Tollett

Supervisor Daniel moved that the Clarke County Board of Supervisors approve the attached Handsome Brook Farm Performance Agreement and authorize the County Administrator to make minor modifications as needed in consultation with the Virginia Department of Agriculture and Consumer Services and to sign the document. Chair Weiss expressed thanks to Mr. Dalton, Ms. Dunkle, and other staff for an outstanding job coordinating with state agencies to bring the Handsome Brook Farm facility to Berryville, saying they have gone above and beyond in their efforts. He stated that he believed it was important to point out the safety portion of the agreement in the Town and County do not “front” money but only rebate money that is paid in to each entity ensuring that the citizens are not at risk. Chair Weiss said that it was a great day for the Town and County.

The motion passed as follows:

Aye - David S. Weiss
Terri T. Catlett
Beverly B. McKay
David S. Weiss
Mary L.C. Daniel

Nay - None
Absent – Barbara J. Byrd

GOVERNOR'S AGRICULTURE & FORESTRY INDUSTRIES DEVELOPMENT FUND
PERFORMANCE AGREEMENT

This PERFORMANCE AGREEMENT (the "Agreement") made and entered this ____ day of _____, 2016, by and among the **COUNTY OF CLARKE, VIRGINIA** (the "County") and the **TOWN OF BERRYVILLE, VA** (the "Town") (collectively "the Locality"), and **HANDSOME BROOK FARMS, _____** (the "Company"), a _____ corporation authorized to transact business in the Commonwealth of Virginia (the "Commonwealth"), and the **INDUSTRIAL DEVELOPMENT AUTHORITY OF CLARKE COUNTY, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive \$200,000 from the Governor's Agriculture & Forestry Industries Development Fund (an "AFID Grant") through the Virginia Department of Agriculture and Consumer Services ("VDACS") for the purpose of inducing the Company to construct and improve an agriculture and/or forestry processing/value-added facility using Virginia-grown products in the Locality (the "Facility"), thereby making a significant Capital Investment, as hereinafter defined, creating a significant number of New Jobs, as hereinafter defined; and purchasing a significant amount of Virginia-grown agricultural and forestal products, as hereinafter set forth; and

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company promises to meet certain criteria relating to Capital Investment, New Jobs, and purchase of Virginia-grown agricultural and forestal products; and

WHEREAS, the Locality, the Authority, and the Company desire to set forth their understanding and agreement as to the payout of the AFID Grant, the use of the AFID Grant proceeds, the obligations of the Company regarding Capital Investment, New Job creation, purchase of Virginia-grown agricultural and forestal products, and the repayment by the Company of all or part of the AFID Grant under certain circumstances; and

WHEREAS, the construction and operation of the Facility will entail a capital expenditure of approximately \$6,809,820, of which approximately \$3,647,180 will be invested in machinery and equipment, approximately \$1,698,640 will be invested to improve the site and building, and approximately \$1,464,000 will be invested in tangible personal property; and

WHEREAS, the construction and operation of the Facility will further entail the creation of 105 New Jobs at the Facility; and

WHEREAS, the construction and operation of the Facility will further lead to the purchase of Virginia-grown agricultural and forestal products in the following amount: 20,232,450 dozen eggs for \$50,581,125 over the performance period (see Appendix A for details); and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment, New Jobs, and purchase of Virginia-grown agricultural and forestal products constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the AFID Grant; and

WHEREAS, the County is the Lead Applicant and will serve as fiscal agent for the Locality.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises, and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility excluding the purchase of land or existing real property improvements. The total capital expenditure of \$6,809,820 is referred to in this Agreement as the “Capital Investment.”

“Maintain” means that the New Jobs created pursuant to the AFID Grant will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to temporary reductions in the Company’s employment levels in connection with recruitment for open positions or strikes and other work stoppages.

“New Job” means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are paid by the Company for the employee, and for which the Company pays an average annual wage of at least \$33,955. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs.

“Performance Date” means August 31, 2019. If the Locality, in consultation with the Authority and the Secretary of Agriculture and Forestry, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Locality may agree to extend the Performance Date by up to 15 months. If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company and the Secretary of Agriculture and Forestry and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

“Targets” means the Company’s obligations to make Capital Investments at the Facility of at least \$6,809,820, to create and Maintain at least 105 New Jobs at the Facility, and to purchase at least \$50,581,125 of Virginia-grown agricultural and forestal products (see Appendix A for details) , all as of the Performance Date.

“Virginia Code” means the Code of Virginia of 1950, as amended.

Section 2. Targets.

The Company will develop and operate the Facility in the Locality, make a Capital Investment of at least \$6,809,820, create and Maintain at least 105 New Jobs, and purchase \$50,581,125 of Virginia-grown agricultural and forestal products (see Appendix A), at the Facility, all as of the Performance Date. If the dollar amount of new purchases of Virginia-grown agricultural and forestal products is not met, the Company can still achieve the purchase target by demonstrating they substantively achieved the same volume of Virginia-grown agricultural and forestal products they proposed in Appendix A.

The average annual wage of the New Jobs will be at least \$33,955.

The average prevailing wage in the locality in 2016 is \$42,796.

Section 3. Disbursement of AFID Grant.

By no later than August 31, 2016, the Locality will request the disbursement to it of the AFID Grant. If not so requested by the Locality by August 31, 2016, this Agreement will terminate. The Locality and the Company will be entitled to reapply for an AFID Grant thereafter, based upon the terms, conditions and availability of funds at that time.

The AFID Grant in the amount of \$200,000 will be paid to the Locality, upon its request. Within 30 days of its receipt of the AFID Grant proceeds, the Locality will disburse the AFID Grant proceeds to the Authority. Within 30 days of its receipt of the AFID Grant proceeds, the Authority will disburse the AFID Grant proceeds to the Company as an inducement to the Company to achieve the Targets at the Facility. The Company will use the AFID Grant proceeds to make building improvements, as permitted by Section 3.2-304(C) of the Virginia Code.

Section 4. Break Even Point; State and Local Government Incentives.

See Appendix B for description of “break-even point.” With regard to the Facility, the Commonwealth expects to provide incentives in the following amounts:

| <u>Category of Incentive:</u> | <u>Total Amount</u> |
|---|---------------------|
| AFID Grant | \$200,000 |
| Virginia Jobs Investment Program (“VJIP”) (Estimated) | \$57,750 |

The Locality expects to provide the following incentives, as matching grants or otherwise, for the Facility:

| <u>Category of Incentive:</u> | <u>Total Amount</u> |
|--|---------------------|
| Clarke County and the Town of Berryville will rebate 50% of local real estate, business personal property, and machinery and tools taxes paid by the Company to the Town and County on assessments above current assessed values (\$898,900 land and improvements for real estate taxes; \$0 for business personal property taxes; and \$0 for machinery and tools taxes) for each year through calendar year 2022, up to total rebates of \$200,000.00. Such rebates shall be paid by the Locality to the Authority by February 15 of the year following the calendar year in which the Company pays the taxes, and the Authority shall pay the rebates to the Company within forty-five (45) days after receipt of the rebate amounts from the Locality. It is estimated that Clarke County will rebate \$134,400 and the Town of Berryville will rebate \$65,600. | \$200,000 |

The Grant award is based on the assumption that the Company will generate new taxes for the locality. The amount of \$200,000 is drawn from a calculation of the total estimated new local taxes to be generated by the Company through August 31, 2022 based on investment information presented by the company as part of the AFID application process.

If, by August 31, 2022, the value of the funds and other local incentives disbursed or committed to be disbursed by the Locality to the Company total less than the \$200,000 AFID Grant local match requirement, the Company shall repay the difference to the AFID Fund.

The proceeds of the AFID Grant shall be used for the purposes described in Section 3. The VJIP grant proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs. The proceeds of the Locality's \$200,000 may be used by the Company for any lawful purpose.

Section 5. Repayment Obligation.

(a) *Determination of Inability to Comply:* If the County or the Secretary of Agriculture and Forestry (the "Secretary") determines at any time before the Performance Date (a "Determination Date") that the Company is unlikely to meet and Maintain at least fifty (50) percent of its Targets by and through the Performance Date (i.e., by making a Capital Investment of at least \$3,404,910 in the Facility, by creating and Maintaining at least 52 New Jobs at the Facility, or by purchasing at least \$25,290,562 of Virginia-grown agricultural and forestal products by the Performance Date), and if the County or the Secretary shall have promptly notified the Company of such determination, the entire AFID Grant must be repaid by the Company to the Authority. Such a determination by the Locality or the Secretary will be based on circumstances such as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company, or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the AFID Grant.

(b) *Repayment of AFID Grant:* For purposes of repayment, the AFID Grant is to be allocated as \$66,667 (33%) for the Company's Capital Investment Target, \$66,666 (33%) for its New Jobs Target, and \$66,666 (33%) for its purchase of Virginia-grown agricultural and forestal products. If the Company has met at least ninety percent (90%) of each of the three Targets at the Performance Date, then and thereafter the Company is no longer obligated to repay any portion of the AFID Grant. If the Company has not met at least ninety percent (90%) of each of the three of its Targets at the Performance Date, the Company shall repay to the Authority that part of the AFID Grant that is proportional to the Target or Targets for which there is a shortfall. For example, if at the Performance Date, the Capital Investment is only \$4,009,365, only 79 New Jobs have been created and Maintained, and only \$37,935,843 of Virginia-grown agricultural and forestal products have been purchased, the Company shall repay to the Authority twenty-five percent (25%) of the moneys allocated to the Capital Investment Target (\$16,667), twenty-five percent (25%) of the moneys allocated to the New Jobs Target (\$16,666), and twenty-five percent (25%) of the moneys allocated to the purchase of Virginia-grown agricultural and forestal products Target (\$16,666). Whether the New Jobs Target has been met will be determined by comparing the anticipated payroll (105 New Jobs at an average annual wage of at least \$33,955) to the actual number of New Jobs and the actual average annual wage reported at the Performance Date.

(c) *Repayment Dates:* *Such repayment shall be due from the Company to the Authority within thirty days of the Performance Date or the Determination Date, as applicable.* Any moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to the Locality and shall be repaid by the Locality promptly to VDACS for redeposit into the AFID fund. The Locality and the Authority shall use their best efforts to recover all such funds, including legal action for breach of this Agreement. The County shall assume primary responsibility for filing and prosecuting any such legal action, and the Authority shall cooperate with the County's efforts. Neither the Locality nor the Authority shall have any responsibility for the repayment of any sums hereunder unless said sums have been received by the Authority from the Company.

Section 6. Company Reporting.

The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the County, the Authority, and VDACS of the Company's progress on the Targets. Such progress reports will be provided annually, starting February 15, 2017 and at such other times as the Locality, the Authority, or VDACS may reasonably require. The progress reports will cover the previous calendar year of the Performance Period, beginning on August 31, 2016.

With each such progress report, the Company shall report to VDACS the amount paid by the Company in the prior calendar year in Virginia corporate income tax. The Company hereby authorizes the Commissioner of the Revenue, the Treasurer, and the Director of Finance for the County to release to the Authority and the Locality the Company's confidential tax information and data so that the Authority may verify the payments made. VDACS has represented to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VDACS solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

With each progress report, the Company shall also report to VDACS the amount purchased and the purchase price paid by the Company, or the fair market value of the Virginia-Grown Agricultural or Forestal Products utilized, through the prior year.

The Locality and Company agree to retain all books, records, data, and other documents relative to this agreement for a period of three (3) years after the end of this agreement, or until audited by the Commonwealth of Virginia, whichever is sooner. VDACS and its authorized agents, and/or state auditors (both the Auditor of Public Accounts and/or VDACS Internal Auditor) shall have full access to and the right to examine any of said materials and records relating to this agreement during this period.

Section 7. Notices.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

if to the Company, to:

Attention: _____

with a copy to:

Attention: _____

if to the Locality, to:

Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

Attention: Keith R. Dalton, Town Manager

with a copy to:

Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

Attention: Mayor

if to the Authority, to:

County of Clarke
101 Chalmers Court, Suite B
Berryville, VA 22611

Attention: David L. Ash, County
Administrator

with a copy to:

County of Clarke
101 Chalmers Court, Suite B
Berryville, VA 22611

Attention: Chairman Board of Supervisors

if to VDACS, to:

Secretary of Agriculture and Forestry
Office of Governor Terence R. McAuliffe

with a copy to:

Stephen G. Vetsen
AFID Fund Coordinator

Commonwealth of Virginia
1111 East Broad Street
Richmond, Virginia 23219
Attention: AFID

Va Dept. of Agriculture & Consumer Services
102 Governor St.
Richmond, Virginia 23219
Attention: AFID

Section 8. Miscellaneous.

(a) *Entire Agreement; Amendments.* This Agreement constitutes the entire agreement among the parties hereto as to the AFID Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority, and the Secretary of Agriculture and Forestry.

(b) *Governing Law; Venue.* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Clarke and such litigation shall be brought only in such court.

(c) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability.* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

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IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

TOWN OF BERRYVILLE, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

COUNTY OF CLARKE, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

**INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY OF
CLARKE, VIRGINIA**

By _____
Name: _____
Title: _____
Date: _____

HANDSOME BROOK FARMS, _____

By _____
Name: _____
Title: _____
Date: _____

APPENDIX A

Purchases of Virginia-grown Products:

By the Performance Date, the Company is committing to sourcing from Virginia farms 20,232,450 net new dozen eggs at a value of \$2.50 per dozen for a total of \$50,581,125.

Handsome Brook Farms Berryville Three Year Production and Sourcing Estimate

| | Baseline | New Production | | | Total |
|---|----------|----------------|--------------|--------------|------------|
| | | 9/16 to 8/17 | 9/17 to 8/18 | 9/18 to 8/19 | |
| Net New Plant Egg Processing in Pallets | - | 13,843 | 34,183 | 44,400 | 92,426 |
| Plant Egg Processing in Pallets | 535.50 | 14,378.50 | 34,183.25 | 44,400.00 | 92,962 |
| Net New Plant Egg Processing in Dozens | - | 6,675,300 | 24,981,525 | 34,176,600 | 65,833,425 |
| Plant Egg Processing in Dozens | 481,950 | 12,940,650 | 30,764,925 | 39,960,000 | 83,665,575 |
| Net New Production -- Virginia (Farm Equiv) | 0 | 28 | 111 | 111 | 111 |
| Production -- Virginia (Farm Equiv) | 1 | 29 | 112 | 112 | 112 |
| Net New Production -- Outside VA (Farm Equiv) | 0 | 93 | 190 | 190 | 190 |
| Production -- Outside VA (Farm Equiv) | 50 | 143 | 240 | 240 | 240 |
| Net New Total Farm Equiv | - | 121 | 301 | 301 | 301 |
| Total Farm Equiv | 51 | 172 | 352 | 352 | 352 |
| | | | | | - |
| Net New Production -- Virginia (Dz) | - | 1,445,850 | 6,520,500 | 12,266,100 | 20,232,450 |
| Production -- Virginia (Dz) | 9,450 | 1,568,700 | 6,633,900 | 12,379,500 | 20,582,100 |
| Net New Production -- Outside VA (Dz) | - | 5,229,450 | 18,461,025 | 21,910,500 | 45,600,975 |
| Production -- Outside VA (Dz) | 472,500 | 12,931,200 | 30,764,925 | 39,960,000 | 83,656,125 |
| Total Net New Production at Berryville Plant | - | 6,675,300 | 24,981,525 | 34,176,600 | 65,833,425 |
| Total Production at Berryville Plant | - | 12,458,700 | 30,764,925 | 39,960,000 | 83,183,625 |
| Net New Percentage of Production in Virginia | | 22% | 26% | 36% | 31% |
| Percentage of Production in VA | 2% | 13% | 22% | 31% | 25% |

*Eggs valued at \$2.50 per dozen

APPENDIX B

Break-Even Point Description:

VDACS has estimated that the Commonwealth will reach its “break-even point” by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth’s expenditures on incentives, including but not limited to the AFID Grant.

+ + + + +

Mayor Kirby said he echoed Chair Weiss's comments regarding the efforts of staff, saying he appreciates the incredible amount of work that Mr. Dalton and Ms. Dunkle have done. Mayor Kirby noted that tomorrow was his last day and the Governor of the State of Virginia coming to Berryville today topped off that service.

Chairman Weiss stated that working with Mayor Kirby had been a pleasure and wished him well in future endeavors. He, again, expressed appreciation for staff remarking that today he was reminded of how much staff does for the citizens.

Supervisor Daniel commented that it would be good for the Town to have a dormant piece of property back in service. She expressed appreciation to staff.

3. Adjourn

Upon motion of Supervisor McKay, the Board of Supervisors adjourned at 7:11 p.m.

Upon motion of Recorder Arnold, seconded by Council member Shaffer, the Town Council adjourned at 7:11 p.m.



Harry Lee Arnold, Jr., Recorder



Ann W. Phillips, Town Clerk

