

**BERRYVILLE TOWN COUNCIL
MEETING AGENDA
Regular Meeting
Berryville-Clarke County Government Center
101 Chalmers Court, Second Floor
Main Meeting Room
Tuesday, February 13, 2018
7:30 p.m.**

<u>Item</u>	<u>Attachment</u>
1. Call to Order – Patricia Dickinson, Mayor	
2. Pledge of Allegiance	
3. Approval of Agenda	
4. Public Hearings/Input Session	
a. LEASE OF PUBLIC PROPERTY TO DOWNTOWN BERRYVILLE, INC., dba BERRYVILLE MAIN STREET. The Town of Berryville proposes to lease to Downtown Berryville, Inc. for a term of 6 years, a portion of the first and second floor together with a 70’ by 25.33’ parking area, a property owned by the Town and addressed as 23 East Main Street, Berryville, Virginia.	1
b. LEASE OF PUBLIC PROPERTY TO THE BARNES OF ROSE HILL, INC. The Town of Berryville proposes to lease to The Barnes of Rose Hill, Inc. for a term of 6 years, a property owned by the Town and addressed as 36 Smithy Lane, Berryville, Virginia, together with an area surrounding the building and also together with non-exclusive access from Smithy Lane.	2
c. AGREEMENT TO USE PUBLIC PROPERTY - CLARKE COUNTY FARMERS MARKET ASSOCIATION, a non-profit 501-(c)-6 organization. The Town of Berryville proposes to allow the Clarke County Farmers Market Association to utilize a property addressed as 100 South Church Street, owned by the Town, and also identified as Clarke County Tax Map Parcel 14A5-((A))-73.	3
d. PUBLIC INPUT SESSION ON PROPOSAL OF BATTLETOWN HOMEOWNERS ASSOCIATION, requesting approval to construct six (6) refuse and recycling collection sites within the development and eliminate curbside collection.	4
5. Citizens’ Forum	
6. Consent Agenda	5↓
Motion	
Minutes of Work session – 1/8/18	
Minutes of Regular Meeting – 1/9/18	
Minutes of Comm. Imp. Committee Meeting – 1/22/18	
Minutes of Budget & Finance Committee Meeting 1/23/18	
Minutes of Police & Security Committee Meeting 1/25/18	
Minutes of Streets & Utilities Committee Meeting 1/23/18	

<u>Item</u>	<u>Attachment</u>
7. Report of Patricia Dickinson, Mayor	
Town Council Goals and Objectives for Fiscal Year 2019	6↓
8. Report of Harry Lee Arnold, Jr., Recorder	
9. Report of Christy Dunkle, Asst. Town Manager for Community Development	
Monthly Report	7↓
10. Report of Keith Dalton, Town Manager	
Lease for 23 East Main Street	8↓
Lease for 36 Smithy Lane	9↓
Agreement between the Town of Berryville and the Clarke County Farmers Market	10↓
Refuse and recyclables collection Battletown Subdivision	11↓
11. Report of Erecka Gibson – Chair, Budget and Finance Committee	
Report of Desiree Moreland, Treasurer	12
Procurement Policy	13↓
12. Report of Donna McDonald – Chair, Community Improvements Committee	
13. Report of David Tollett – Chair, Police and Security Committee	
Report of Neal White, Chief of Police	14

Item

Attachment

14. Report of Patricia Dickinson – Chair, Streets and Utilities Committee

Report of David Tyrrell, Public Utilities Director 15

Report of Rick Boor, Public Works Director 16

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

16. Other

17. Closed Session – No closed session scheduled

18. Adjourn

↑ denotes an item on which a motion for action is included in the packet

Attachment 1

13 February 2018

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

Please find attached:

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

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

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

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

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

- Request that the monthly rent remain at \$500 for the entire lease term. Berryville Main Street points out that several Main Street organizations are assisted in this fashion (examples: Farmville, Luray, Front Royal, and Franklin pay not rent while Orange pays \$475 and Wytheville pays \$500)

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

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

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

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

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

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

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

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

9 January 2018

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

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

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

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

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

A copy of the draft lease is attached.

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

- Rent amount
- Term of Lease and renewal
- Repairs by Lessee and Operation/Repair/Maintenance by Lessee - responsibility limits

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS LEASE, dated the _____ day of _____, 2018,
by and between the TOWN OF BERRYVILLE, VIRGINIA, hereinafter called
the Lessor, and DOWNTOWN BERRYVILLE, INC., a Virginia nonstock
corporation, dba Berryville Main Street, hereinafter called the Lessee.

W I T N E S S E T H:

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

1. DESCRIPTION:

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

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

2. TERM:

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

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

3. RENT:

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

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

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

4. SECURITY DEPOSIT:

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

5. ASSIGNMENT:

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

B. The Lessee may, without prior written consent of the Lessor, sublet second floor space to businesses for the purpose of business incubation and development, provided that no such business may lease space for more than twenty-four (24) months.

6. USE:

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

7. UTILITIES:

Lessee shall be responsible for all utility services to the premises including, but not limited to, electric, phone, cable, and water and sewer.

Lessee shall also pay all charges for heating oil.

8. REPAIRS BY LESSOR:

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

(1) Keep the outer walls in proper and substantial repair;

(2) Keep the roof in proper and substantial repair;

(3) Make necessary major repairs (repairs in excess of \$500.00 each) to the heating and air conditioning systems.

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

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

9. OPERATION/REPAIR/MAINTENANCE BY LESSEE:

In regard to the use and occupancy of the premises, Lessee shall (i) maintain the premises in good condition; (ii) except such repairs as is the responsibility of the Lessor as set forth above, make all necessary repairs to the premises, including, without limitation, plumbing repairs and minor repairs

(repairs up to \$500.00 each) to the heating and air conditioning systems; provided, however, the cost of necessary repairs paid by Lessee in excess of \$1,000.00 per lease year shall be reimbursed by Lessor if prior written approval for the repairs was given by Lessor; (iii) be responsible for prompt snow and ice removal from the sidewalk in front of the premises; and the leased parking area; (iv) keep the inside and outside of all glass in the doors and windows of the premises clean; (v) keep all exterior store front surfaces of the premises clean; (vi) replace promptly, at Lessee's expense, any cracked or broken plate or window glass of the premises with glass of like kind and quality; (vii) maintain the premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (viii) keep any garbage, trash, rubbish or refuse in closed containers; (ix) repair promptly at its expense any damage to the premises caused by bringing into the premises any property for Lessee's use, or by the installation or removal of such property, or caused by any act or omission of Lessee, their agents, employees, contractors or invitees; (x) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the premises; (xi) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect; and (xii) conduct Lessee's business in all respects in a dignified manner.

10. EXTERIOR DESIGN AND SIGNS:

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

11. ALTERATIONS AND IMPROVEMENTS BY LESSEE:

A. Lessee, prior to making any improvements or alterations to the premises, shall submit to the Lessor plans and specifications for such work (the "Construction Documents"), including, but not limited to, all electrical, plumbing, mechanical, and architectural plans and specifications. Lessor shall review the Construction Documents submitted by the Lessee, and, if same are approved by Lessor, Lessee shall submit such Construction Documents to the appropriate governmental agencies together with an application for all permits and licenses necessary to commence such

construction work. Lessor shall not be liable for any delay in obtaining such permits or licenses. The cost of any such permits or licenses shall be the responsibility of Lessee. Lessee shall be entitled to commence work in the premises upon receipt of all necessary permits and licenses.

B. In the event the Construction Documents submitted by Lessee are not acceptable to the Lessor or the appropriate governmental agencies for any reason, Lessor and Lessee shall cooperate in revising such Construction Documents to a point where they will be acceptable to Lessor and the appropriate governmental agency.

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

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

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

- (1) Obtain Lessor's written approval of the Construction Documents as set forth above;
- (2) Have in its possession the permits and licenses necessary for the improvement work;

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

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

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

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

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

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

C. In the event Lessee shall fail to perform the improvement work in accordance with the rules and regulations of Lessor, Lessor shall have the right to either (a) perform the obligation which Lessee

have failed to perform, or (b) repair any damage caused by Lessee's failure to comply, including, without limitation, the correction of any deviation from the Construction Documents and the correction of any defects, and Lessee shall pay to Lessor on demand, all of Lessor's costs associated therewith. Lessee shall be responsible and liable for any and all damage to the premises caused either directly or indirectly by Lessee's construction activities.

13. DEFAULT:

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

and the Lessee agrees to pay any deficiency which may arise.

B. Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any breach of this Lease and for any costs or expenses, including attorneys fees, incurred by Lessor in enforcing the terms of this Lease, or in pursuing any legal action for the enforcement of Lessor's rights.

14. LIABILITY:

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

15. INDEMNITY:

Lessee shall indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any

law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements thereon, for property owned by or work done by Lessee.

16. DAMAGE OR DESTRUCTION:

If the demised premises shall, without fault of Lessee, be destroyed or be so damaged as to become wholly or partially untenable by fire or by providential means, then, if the Lessor shall elect to rebuilt or repair, this Lease shall remain in force and Lessor shall rebuild or repair the premises within a reasonable time after such election, putting premises in as good condition as they were at time of destruction or damage, and for that purpose they may enter said premises, and rent shall abate during time the premises are untenable; but if Lessor does not elect as aforesaid to rebuild or repair, then Lessor shall have possession of the premises hereby let, and Lessee shall deliver and surrender to Lessor such possession, and this Lease shall become void and the term hereby created end; and on such delivery and surrender being made or on the recovery of said premises by Lessor the Lessee shall receive a prorate refund of prepaid rent, or the obligation to pay rent shall cease, as applicable.

17. INSPECTION AND ACCESS:

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

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

18. INSURANCE:

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

Commercial General Liability:

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

Workers Compensation as required by Code of Virginia.

B. Lessee shall have the aforesaid insurance coverage

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

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

19. ENTIRE AGREEMENT:

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

20. CONSTRUCTION OF THE LEASE:

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

21. COMPUTATION OF TIME:

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

22. BINDING:

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

23. RIGHT TO RE-LEASE:

If the demised premises is to be available for lease by Lessor at the expiration of the six (6) year term of this Lease, or at the expiration of any subsequent one-year term, the Lessor shall give the Lessee the first right to re-lease the premises for a term of one (1) year, upon the same conditions, except the amount of rent, as contained in this Lease. If Lessee should desire to re-lease the premises at the expiration of the six (6) year term or any subsequent one-year term, Lessee shall so notify the Lessor in writing at least ninety (90) days prior to the expiration of term, and upon being so notified the Lessor shall inform the Lessee in writing at least sixty (60) days prior to the expiration of said term of the amount of rent for the new term. The Lessee shall then notify the Lessor in writing at least thirty (30) days prior to the expiration of said term as to whether or not the Lessee will elect to re-lease the premises.

24. NOTICES:

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

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

If to Lessor:

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

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

TOWN OF BERRYVILLE, VIRGINIA, Lessor

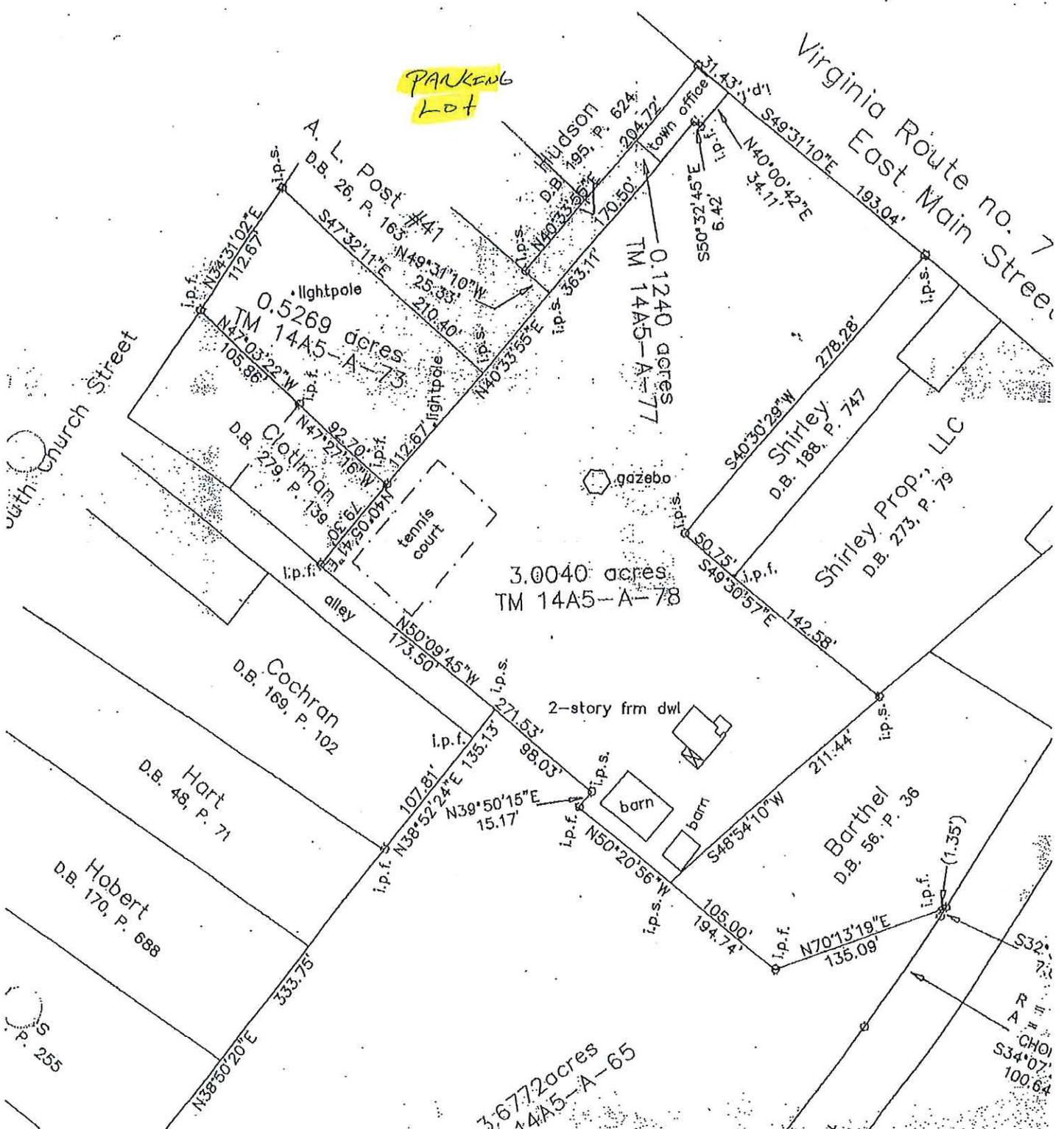
BY: _____(SEAL)
Keith R. Dalton, Town Manager

DOWNTOWN BERRYVILLE, INC, Lessee

BY: _____(SEAL)

(Printed Name) (Position)

EXHIBIT B



THIS LEASE, dated the 9th day of March,
2011, by and between the TOWN OF BERRYVILLE, VIRGINIA,
hereinafter called the Lessor, and DOWNTOWN BERRYVILLE, INC., a
Virginia nonstock corporation, dba Berryville Main Street, hereinafter called
the Lessee.

WITNESSETH:

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

1. DESCRIPTION:

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

2. TERM:

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

3. RENT:

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

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

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

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

4. SECURITY DEPOSIT:

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

5. ASSIGNMENT:

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

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

6. USE:

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

7. UTILITIES:

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

8. REPAIRS BY LESSOR:

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

(1) Keep the outer walls in proper and substantial repair;

(2) Keep the roof in proper and substantial repair;

(3) Make necessary major repairs (repairs in excess of \$ 500.00 each) to the heating and air conditioning systems.

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

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

9. OPERATION/REPAIR/MAINTENANCE BY LESSEE:

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

rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect; and (xii) conduct Lessee's business in all respects in a dignified manner.

10. EXTERIOR DESIGN AND SIGNS:

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

11. ALTERATIONS AND IMPROVEMENTS:

A. Lessee, prior to making any improvements or alterations to the premises, shall submit to Landlord plans and specifications for such work (the "Construction Documents"), including, but not limited to, all electrical, plumbing, mechanical, and architectural plans and specifications. Lessor shall review the Construction Documents submitted by Lessee, and, if same are approved by Lessor, Lessee shall submit such Construction Documents to the appropriate governmental agencies together with an application for all permits and licenses necessary to commence such construction work. Lessor shall not be liable for any delay in obtaining such

permits or licenses. The cost of any such permits or licenses shall be the responsibility of Lessee. Lessee shall be entitled to commence work in the premises upon receipt of all necessary permits and licenses.

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

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

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

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

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

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

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

(1) All work by Lessee shall conform to the Construction Documents as approved by Lessor and shall conform to all local,

state, and national codes, laws, rules and regulations;

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

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

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

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

C. In the event Lessee shall fail to perform the improvement work in accordance with the rules and regulations of Lessor, Lessor shall have the right to either (a) perform the obligation which Lessee have failed to perform, or (b) repair any damage caused by Lessee's failure to comply, including, without limitation, the correction of any deviation from the Construction Documents and the correction of any defects, and Lessee shall pay to Lessor on demand, all of Lessor's costs associated therewith. Lessee shall be responsible and liable for any and all damage to the premises caused either directly or indirectly by Lessee's construction activities.

13. DEFAULT:

A. If any rent shall be due or unpaid for a period of

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

B. Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any breach of this Lease and for any costs or expenses, including attorneys fees, incurred by Lessor in enforcing the terms of this Lease, or in pursuing any legal action for the enforcement of Lessor's rights.

14. LIABILITY:

The Lessor shall not be liable for any injuries to any person or for any damages to any property on or about the demised premises. The foregoing shall apply to injuries or damages to any property of Lessee, except

such injuries or damages as directly result from Lessor's failure to comply with the provisions of Paragraph 8 of this lease.

15. INDEMNITY:

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

16. DAMAGE OR DESTRUCTION:

If the demised premises shall, without fault of Lessee, be destroyed or be so damaged as to become wholly or partially untenable by fire or by providential means, then, if the Lessor shall elect to rebuild or repair, this Lease shall remain in force and Lessor shall rebuild or repair the premises within a reasonable time after such election, putting premises in as good condition as they were at time of destruction or damage, and for that purpose they may enter said premises, and rent shall abate during time the premises are untenable; but if Lessor does not elect as aforesaid to rebuild or repair, then Lessor shall have possession of the premises hereby let, and Lessee shall deliver and surrender to Lessor such possession, and this Lease shall become void and the term hereby created end; and on such delivery and surrender being

made or on the recovery of said premises by Lessor the obligation to pay rent shall cease, but until such delivery and surrender or recovery the obligation to pay rent shall not cease.

17. INSPECTION AND ACCESS:

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

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

18. INSURANCE:

Lessee shall maintain in effect throughout the term of this lease, and any renewal thereof, general public liability insurance coverage for personal injury and property damage, with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, with the Lessor as an additional insured.

19. ENTIRE AGREEMENT:

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

20. CONSTRUCTION OF THE LEASE:

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

21. COMPUTATION OF TIME:

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

22. BINDING:

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

23. RIGHT TO RE-LEASE:

If the demised premises is to be available for lease by Lessor at the expiration of the five (5) year term of this Lease, or at the expiration of any subsequent one-year term, the Lessor shall give the Lessee the first right to re-lease the premises for a term of one (1) year, upon the same conditions, except the amount of rent, as contained in this Lease. If Lessee should desire to re-lease the premises at the expiration of the five (5) year term or any subsequent one-year term, Lessee shall so notify the Lessor in writing at least ninety (90) days prior to the expiration of term, and upon being so notified the Lessor shall inform the Lessee in writing at least sixty (60) days prior to the expiration of said term of the amount of rent for the new term. The Lessee

shall then notify the Lessor in writing at least thirty (30) days prior to the expiration of said term as to whether or not the Lessee will elect to re-lease the premises.

TOWN OF BERRYVILLE, VIRGINIA,

Lessor

BY: 

(SEAL)

DOWNTOWN BERRYVILLE, INC, Lessee

BY: 

(SEAL)

EXHIBIT A
(PAGE 1 of 2)

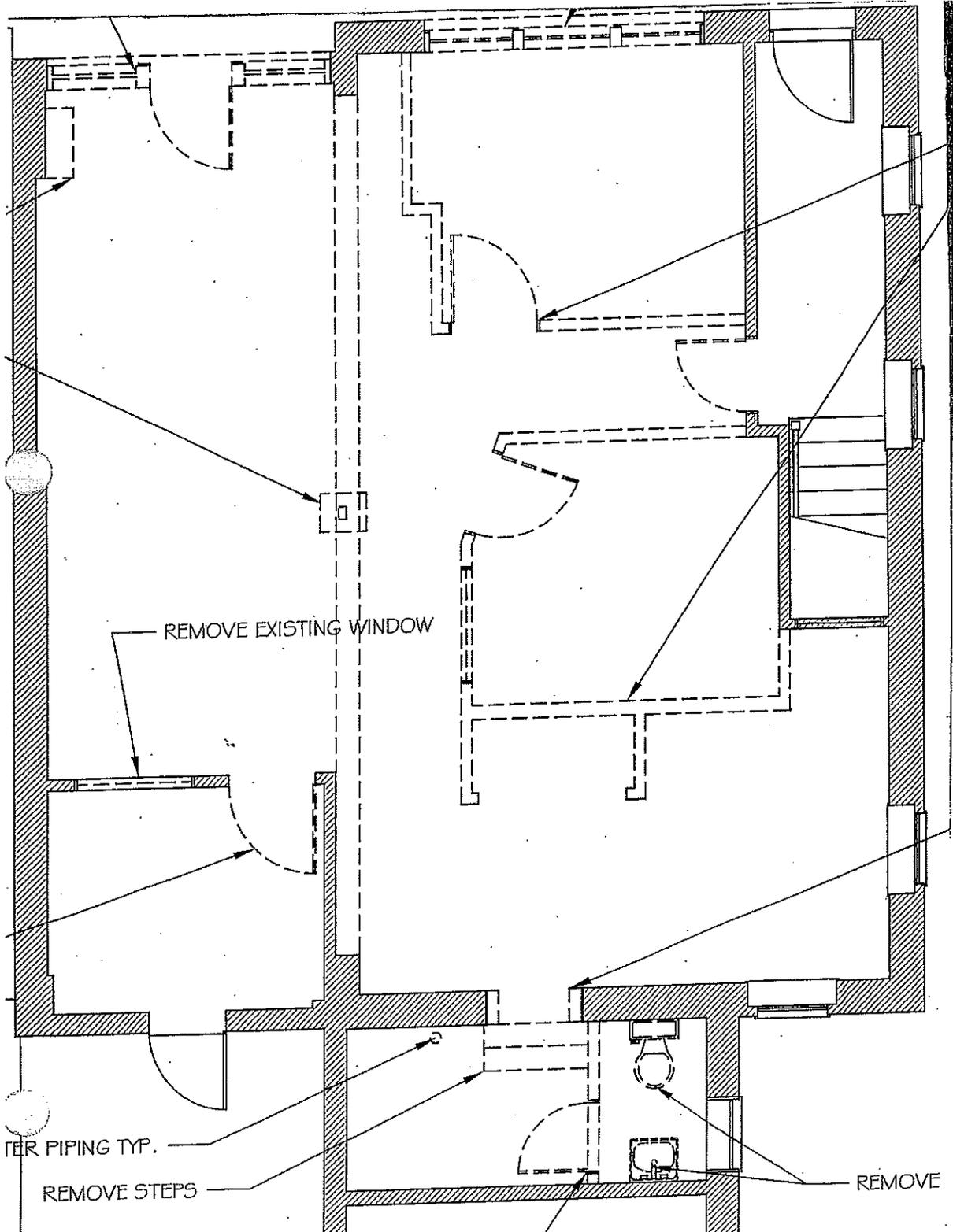
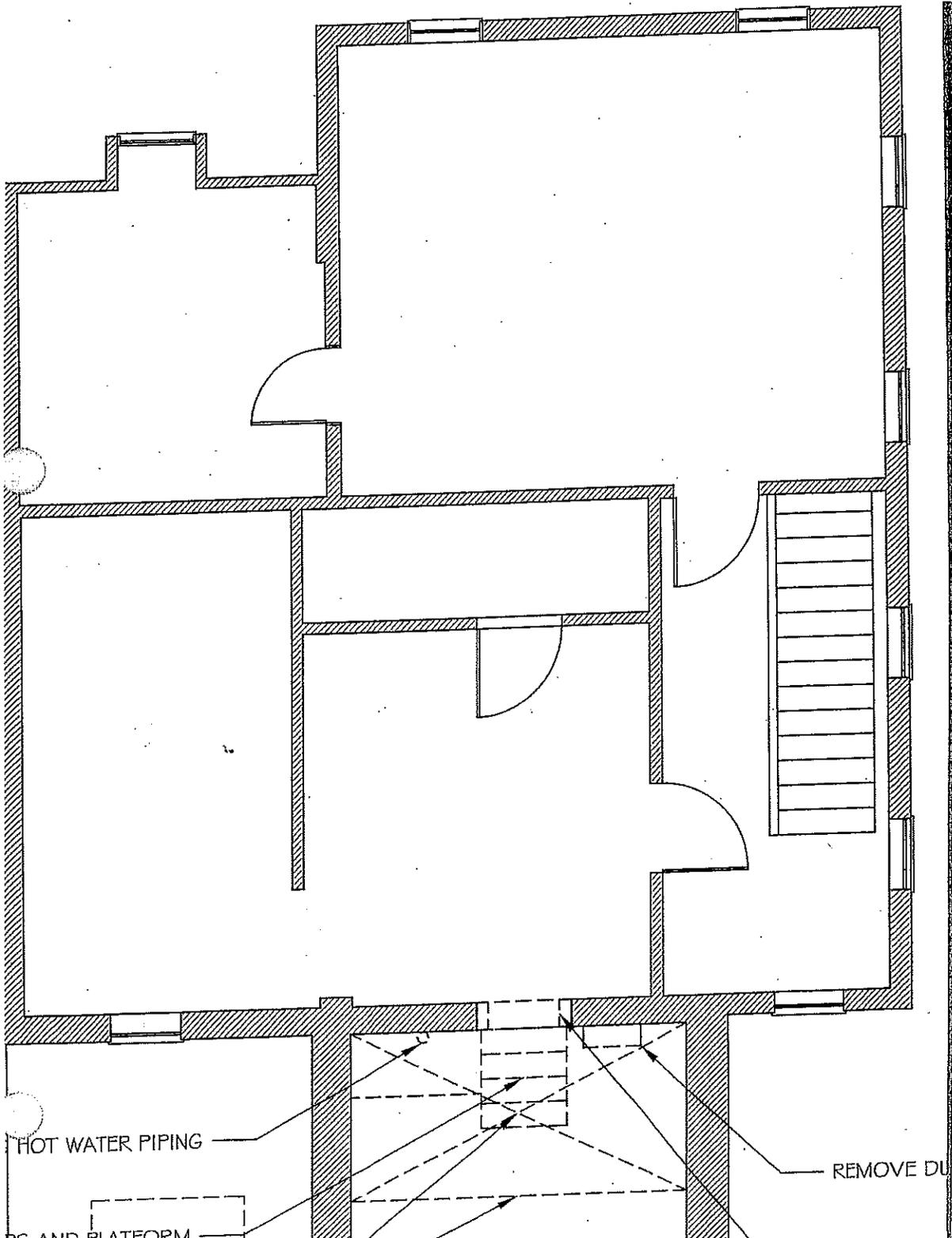


EXHIBIT A
(PAGE 2 of 2)



HOT WATER PIPING

REMOVE DU

PLATFORM AND PLATFORM



Jim Barb Realty, Inc.
We Trade Houses™

January 8, 2018

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

Dear Keith,

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

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

Sincerely,

Barbara Gaul
Property Manager



Jim Barb Realty, Inc.

We Trade Houses™

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

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

Property Description: Old Main Street Town Offices – Built 1934
6 dedicated parking spaces in rear of building
Main level: 1 large commercial space w/stained concrete floor,
industrial look & feel; small office and handicap accessible ½
bathroom. Possible rear exterior access but currently not available.
Upper level: 2 spaces – both of similar size.
A. large room w/partial height wall for semi-privacy and ½
bath
B. 2 work spaces – no bath
Some thought has been given to creating a common bathroom
accessible from the shared stair/reception area thus creating two
secure spaces.
Oil forced air heat
Electric central air – window unit in stair well/reception area
Public water and sewer – Tenant(s) responsible for all utilities

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

1148 Millwood Place
Winchester, VA 22602
tel: 540/722-0477
fax: 540/722-0372

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



Powered by

MPS Office

25 W. Main Street
Berryville, VA 22611
tel: 540/955-4600
fax: 540/955-4689

Attachment 2

13 February 2018

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

Please find attached:

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

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

Items discussed with the lessee that need to be addressed by the Council (BRH issues in black and Staff Comments in blue);

- Confirming that the annual repair cap of \$1,000 covers all approved repairs in the aggregate, including glass repairs.

Staff has confirmed that the \$1,000 would cover all approved repairs unless it is determined that repairs were necessitated by misuse of the property. Staff would like to consult with legal counsel regarding the language in question.

- BRY desires inclusion of language regarding approval of repairs, particularly emergency repairs.

Staff agrees that this matter should be more clearly addressed and would like to consult with legal counsel regarding the language in question.

- Pre-existing conditions that should be noted.

See inspection comments below.

- The \$1,000 annual maintenance cap is a great deal of money. That coupled with the rent escalator is a lot for the organization. BHR request review/reduction of the rent escalator.

The escalator was included in the draft to prove the Town Council with the opportunity to discuss the matter, particularly in light of the fact that they would be reviewing a lease with a six-year term. It is important to note that the inclusion of a \$1,000 maintenance cap is a positive change for the Barns of Rose Hill as no such cap is provided in the current lease.

Staff completed an inspection of the property with the Barns of Rose Hill President. No significant interior issues were identified. Interior items noted were: a dozen small window panes with cracks or holes, two large panes with cracks, and a loose toilet. Exterior items noted were: deterioration on two porches. Staff revisited a matter regarding fence damage caused by filling related to the construction of

the Barns. BRH will begin efforts to get the fence repaired. Staff will meet at the property on Monday to discuss addressing these areas of concern.

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

9 January 2018

The property that is now known as Rose Hill Park was given to the Town of Berryville by Horace Smithy in July 1964. Only three of structures that were on the property at the time of the gift survive today. The two 1920's dairy barns have been renovated and are now known as the Barns of Rose Hill. A house located at 36 Smithy Lane (known as the Smithy Cottage), has been used as a dwelling but for the past five years it has served as an office for the Barns of Rose Hill.

The lease between the Town and the Barns of Rose Hill for rental of the Smithy Cottage has expired.

The Barns of Rose Hill has been very pleased with the space and wants to continue leasing the Smithy Cottage. The Town has found the Barns of Rose Hill to be an excellent tenant.

The Barns of Rose Hill, as it has several times in the past, asks that the Town Council consider providing the space free of rent.

At present the Barns of Rose Hill is paying \$500 per month and is responsible for payment of all utility bills. At present, Town crews perform yard maintenance and maintain Smithy Lane.

A copy of the draft lease is attached.

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

- Rent amount
- Term of Lease and renewal
- Repairs by Lessee and Operation/Repair/Maintenance by Lessee - responsibility limits

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS LEASE, dated the _____ day of _____, 2018, by and between the TOWN OF BERRYVILLE, VIRGINIA, hereinafter called the Lessor, and THE BARNES OF ROSE HILL, INC., a Virginia nonstock corporation, hereinafter called the Lessee.

WITNESSETH:

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

1. DESCRIPTION:

The premises herein leased is the building with an address of 36 Smithy Lane in the Town of Berryville, Virginia, together with an area surrounding the building as more particularly described on attached Exhibit A, and also together with non-exclusive access from Smithy Lane as generally shown on attached Exhibit A.

2. TERM:

The term of this lease shall be for six (6) years, beginning on the 1st day of March, 2018, and ending on the 29th day of February, 2024.

3. RENT:

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

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

C. If any monthly rental payment is made after the fifth (5th) day of the month but by the tenth (10th) day of the month, a penalty equal to five percent (5%) of the rental amount shall be due and payable to Lessor in addition to the rental payment. If any monthly rental payment is not made by the tenth (10th) day of the month, a penalty equal to ten percent (10%) of the rental amount shall be due and payable to Lessor in addition to the rental payment. If any monthly rental payment is not paid within thirty (30) days of the due date, the rental amount and penalty amount shall carry interest at ten percent (10%) per annum from the tenth (10th) day of the month in which the rental payment was due, and, in addition, the Lessor shall have the remedies set forth in Paragraph 14 of this Lease.

4. SECURITY DEPOSIT:

No security deposit shall be required under this lease.

5. ASSIGNMENT:

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

6. USE:

It is expressly agreed that this lease is executed in order that the Lessee may use the premises for offices and/or a residence for an "artist in residence", and the property shall not be put to any other use without the written consent of the Lessor. In any event, no dogs, cats, or other animals shall be kept in or about the leased property by Lessee or Lessee's subtenants or guests.

7. UTILITIES:

The Lessee shall be responsible for the payment of all utility services to the premises including, but not limited to electric, phone, cable, and water and sewer.

8. REPAIRS BY LESSOR:

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

- (1) Keep the outer walls in proper and substantial

repair;

(2) Keep the roof in proper and substantial repair;

(3) Make necessary major repairs (repairs in excess of \$500.00 each) to the heating and air conditioning systems.

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

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

9. OPERATION/REPAIR/MAINTENANCE BY LESSEE:

In regard to the use and occupancy of the premises, Lessee shall (i) maintain the premises in good condition; (ii) except such repairs as is the responsibility of the Lessor as set forth above, make all necessary repairs to the premises, including, without limitation, plumbing repairs and minor repairs (repairs up to \$500.00 each) to the heating and air conditioning systems; provided, however, the cost of necessary repairs paid by Lessee in excess of \$1,000.00 per lease year shall be reimbursed by Lessor if prior written approval for the repairs was given by Lessor; (iii) replace promptly, at Lessee's expense, any cracked or broken plate or window glass of the premises with glass of like kind and quality; (iv) maintain the premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (v) keep any garbage, trash, rubbish or refuse in closed containers; (vi) repair promptly at its expense any damage to the premises caused by bringing into the premises any property for Lessee's use, or by the installation or removal of such property, or caused by any act or omission of Lessee, their agents, employees, contractors or invitees; and (vii) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect.

10. EXTERIOR DESIGN AND SIGNS:

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

11. ALTERATIONS AND IMPROVEMENTS:

A. Lessee, prior to making any initial improvements or subsequent alterations to the premises, shall submit to Landlord plans and specifications for such work (the "Construction Documents"), including, but not limited to, all electrical, plumbing, mechanical, and architectural plans and specifications. Lessor shall review the Construction Documents submitted by Lessee, and, if same are approved by Lessor, Lessee shall submit such Construction Documents to the appropriate governmental agencies together with an application for all permits and licenses necessary to commence such

construction work. Lessor shall not be liable for any delay in obtaining such permits or licenses. The cost of any such permits or licenses shall be the responsibility of Lessee. Lessee shall be entitled to commence work in the premises upon receipt of all necessary permits and licenses.

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

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

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

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

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

(2) Have in its possession the permits and licenses

necessary for the improvement work.

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

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

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

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

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

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

C. In the event Lessee shall fail to perform the improvement work in accordance with the rules and regulations of Lessor, Lessor

shall have the right to either (a) perform the obligation which Lessee have failed to perform, or (b) repair any damage caused by Lessee's failure to comply, including, without limitation, the correction of any deviation from the Construction Documents and the correction of any defects, and Lessee shall pay to Lessor on demand, all of Lessor's costs associated therewith. Lessee shall be responsible and liable for any and all damage to the premises caused either directly or indirectly by Lessee's construction activities.

13. DEFAULT:

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

unfulfilled on the part of the Lessee, and then to the payment of any rent due or to become due under the terms of this lease, with interest, and the Lessee agrees to pay any deficiency which may arise.

B. Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any breach of this Lease and for any costs or expenses, including attorney's fees, incurred by Lessor in enforcing the terms of this Lease, or in pursuing any legal action for the enforcement of Lessor's rights.

14. LIABILITY:

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

15. INDEMNITY:

Lessee shall indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any

person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises not caused by Lessor or Lessor's breach of this lease, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements thereon for property owned by or work done by Lessee.

16. DAMAGE OR DESTRUCTION:

If the demised premises shall, without fault of Lessee, be destroyed or be so damaged as to become wholly or partially untenable by fire or by providential means, then, if the Lessor shall elect to rebuilt or repair, this Lease shall remain in force and Lessor shall rebuild or repair the premises within a reasonable time after such election, putting premises in as good condition as they were at time of destruction or damage, and for that purpose they may enter said premises, and rent shall abate during time the premises are untenable; but if Lessor does not elect as aforesaid to rebuild or repair, then Lessor shall have possession of the premises hereby let, and Lessee shall deliver and surrender to Lessor such possession, and this Lease shall become void and the term hereby created end; and on such delivery and surrender being made or on the recovery of

said premises by Lessor the Lessee shall receive a pro rata refund of prepaid rent, or the obligation to pay rent shall cease, as applicable.

17. INSPECTION AND ACCESS:

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

18. INSURANCE:

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

Commercial General Liability:

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

Workers Compensation as required by the Code of Virginia.

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

19. ENTIRE AGREEMENT:

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

20. CONSTRUCTION OF THE LEASE:

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

21. COMPUTATION OF TIME:

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

22. BINDING:

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

23. RIGHT TO RE-LEASE:

If the demised premises is to be available for lease by Lessor at the expiration of the six (6) year term of this Lease, or at the expiration of any subsequent one-year term, the Lessor shall give the Lessee the first right to re-lease the premises for a term of one (1) year, upon the same conditions, except the amount of rent, as contained in this Lease. If Lessee should desire to re-lease

the premises at the expiration of the six (6) year term or any subsequent one-year term, Lessee shall so notify the Lessor in writing at least ninety (90) days prior to the expiration of the term, and upon being so notified the Lessor shall inform the Lessee in writing at least sixty (60) days prior to the expiration of said term of the amount of rent for the new term. The Lessee shall then notify the Lessor in writing at least thirty (30) days prior to the expiration of said term as to whether or not the Lessee will elect to re-lease the premises. Notwithstanding the foregoing, the Lessee's right to re-lease the premises shall be limited to three (3) one-year renewal terms.

24. NOTICES:

All notices, demands, or other communications that may be necessary or proper hereunder shall be deemed duly given if personally delivered, sent via certified mail, return receipt requested, or sent overnight courier service, such as Federal Express, UPS, or Airborne, addressed respectively as follows:

If to Lessor:

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

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

TOWN OF BERRYVILLE, VIRGINIA, Lessor

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

THE BARNES OF ROSE HILL, INC, Lessee

BY: _____(SEAL)

(Printed Name) (Position)

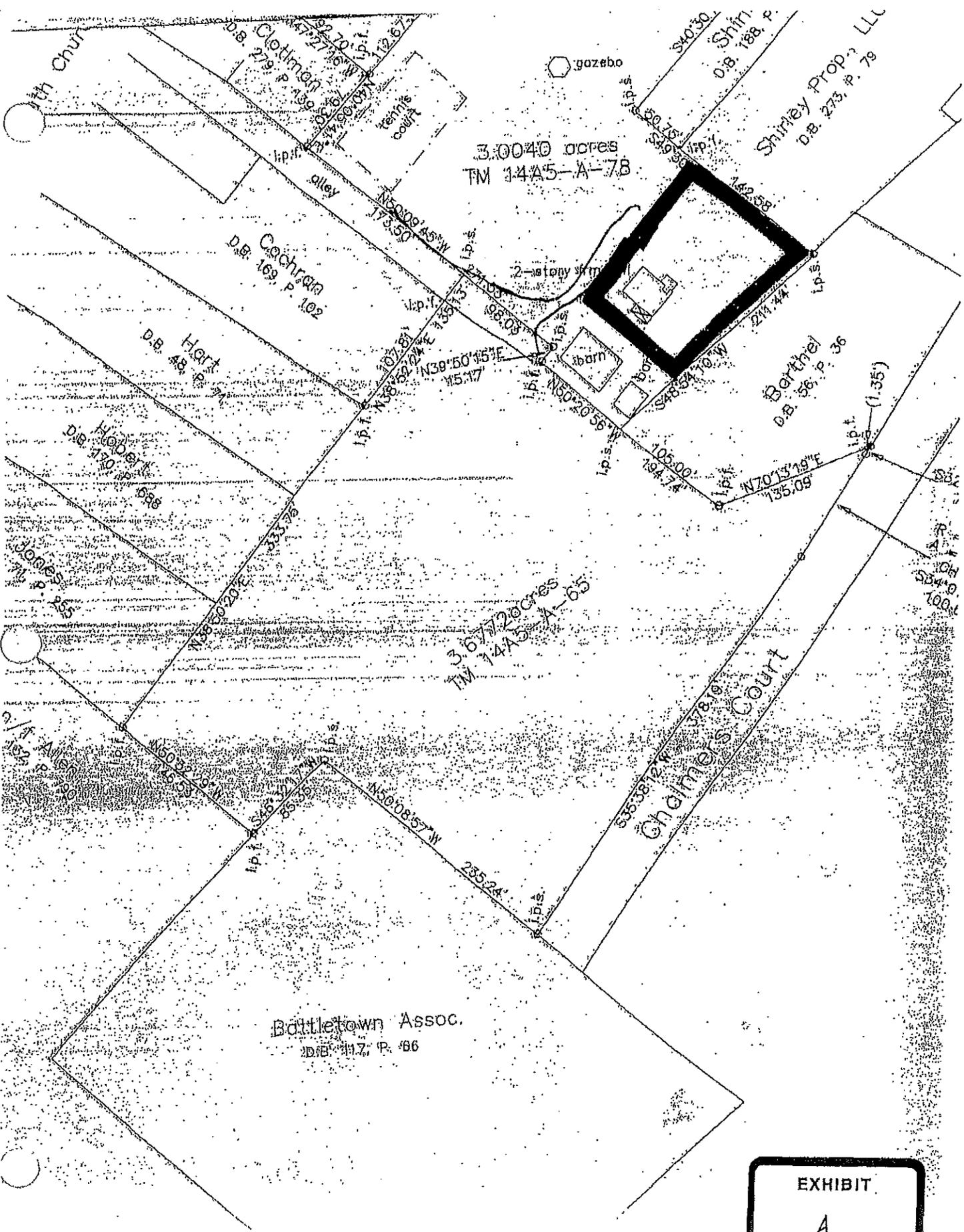


EXHIBIT
 A

THIS LEASE, dated the 30th day of January, 2012, by and between the TOWN OF BERRYVILLE, VIRGINIA, hereinafter called the Lessor, and THE BARNES OF ROSE HILL, INC., a Virginia nonstock corporation, hereinafter called the Lessee.

WITNESSETH:

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

1. DESCRIPTION:

The building with an address of 36 Smithy Lane in the Town of Berryville, Virginia, together with an area surrounding the building as more particularly described on attached Exhibit A, and also together with non-exclusive access from Smithy Lane as generally shown on attached Exhibit A.

2. TERM:

The term of this lease shall be for one (1) year, beginning on the 1st day of February, 2012, and ending on the 31st day of January, 2013.

3. RENT:

A. As annual rental for the property for the initial term of this lease, the Lessee shall pay the Lessor the total sum of \$6,000.00, payable in full in advance on or before the 1st day of February, 2012:

B. If this lease is renewed pursuant to Paragraph 24 hereof with a monthly rental and if any monthly rental payment is made after the fifth (5th) day of the month but by the tenth (10th) day of the month, a penalty equal to

five percent (5%) of the rental amount shall be due and payable to Lessor in addition to the rental payment. If any monthly rental payment is not made by the tenth (10th) day of the month, a penalty equal to ten percent (10%) of the rental amount shall be due and payable to Lessor in addition to the rental payment. If any monthly rental payment is not paid within thirty (30) days of the due date, the rental amount and penalty amount shall carry interest at ten percent (10%) per annum from the tenth (10th) day of the month in which the rental payment was due, and, in addition, the Lessor shall have the remedies set forth in Paragraph 14 of this Lease.

4. SECURITY DEPOSIT:

No security deposit shall be required under this lease.

5. ASSIGNMENT:

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

6. USE:

It is expressly agreed that this lease is executed in order that the Lessee may use the premises for offices and/or a residence for an "artist in residence", and the property shall not be put to any other use without the written consent of the Lessor. In any event, no dogs, cats, or other animals shall be kept in or about the leased property by Lessee or Lessee's subtenants or guests.

7. UTILITIES:

The Lessee shall be responsible for the payment of all utility services to the premises (electric, phone, cable, water and sewer).

8. REPAIRS BY LESSOR:

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

- (1) Keep the outer walls in proper and substantial repair;
- (2) Keep the roof in proper and substantial repair;
- (3) Make necessary major repairs (repairs in excess of \$500.00 each) to the heating and air conditioning systems.
- (4) Maintain the exterior appearance of the building, except as herein provided.

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

9. OPERATION/REPAIR/MAINTENANCE BY LESSEE:

In regard to the use and occupancy of the premises, Lessee shall (i) maintain the premises in good condition; (ii) except such repairs as is the responsibility of the Lessor as set forth above, make all necessary repairs to the premises, including, without limitation, plumbing repairs and minor repairs (repairs up to \$500.00 each) to the heating and air conditioning systems; (iii) replace promptly, at Lessee's expense, any cracked or broken plate or window glass of the premises with glass of like kind and quality; (iv) maintain the

premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (v) keep any garbage, trash, rubbish or refuse in closed containers; (vi) repair promptly at its expense any damage to the premises caused by bringing into the premises any property for Lessee's use, or by the installation or removal of such property, or caused by any act or omission of Lessee, their agents, employees, contractors or invitees; and (vii) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect.

10. EXTERIOR DESIGN AND SIGNS:

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

11. INITIAL IMPROVEMENTS BY LESSEE:

Lessee shall make, at its cost, any improvements to the premises necessary to comply with the Building Code and any other applicable ordinances

or regulations for Lessee's use of the premises.

12. ALTERATIONS AND IMPROVEMENTS:

A. Lessee, prior to making any initial improvements or subsequent alterations to the premises, shall submit to Landlord plans and specifications for such work (the "Construction Documents"), including, but not limited to, all electrical, plumbing, mechanical, and architectural plans and specifications. Lessor shall review the Construction Documents submitted by Lessee, and, if same are approved by Lessor, Lessee shall submit such Construction Documents to the appropriate governmental agencies together with an application for all permits and licenses necessary to commence such construction work. Lessor shall not be liable for any delay in obtaining such permits or licenses. The cost of any such permits or licenses shall be the responsibility of Lessee. Lessee shall be entitled to commence work in the premises upon receipt of all necessary permits and licenses.

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

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

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

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

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

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

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

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

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

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

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

(5) Lessee shall, at all times, enforce strict discipline

and good order among their contractors, subcontractors, and employees.

C. In the event Lessee shall fail to perform the improvement work in accordance with the rules and regulations of Lessor, Lessor shall have the right to either (a) perform the obligation which Lessee have failed to perform, or (b) repair any damage caused by Lessee's failure to comply, including, without limitation, the correction of any deviation from the Construction Documents and the correction of any defects, and Lessee shall pay to Lessor on demand, all of Lessor's costs associated therewith. Lessee shall be responsible and liable for any and all damage to the premises caused either directly or indirectly by Lessee's construction activities.

14. DEFAULT:

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

and then to the payment of any rent due or to become due under the terms of this lease, with interest, and the Lessee agrees to pay any deficiency which may arise. Notwithstanding anything in the foregoing to the contrary, the annual rent paid in advance for the initial term of this lease shall be non-refundable in the event of a default by Lessee or vacation of the premises by Lessee.

B. Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any breach of this Lease and for any costs or expenses, including attorney's fees, incurred by Lessor in enforcing the terms of this Lease, or in pursuing any legal action for the enforcement of Lessor's rights.

15. LIABILITY:

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

16. INDEMNITY:

Lessee shall indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about

the demised premises not caused by Lessor or Lessor's breach of this lease, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements thereon for property owned by or work done by Lessee.

17. DAMAGE OR DESTRUCTION:

If the demised premises shall, without fault of Lessee, be destroyed or be so damaged as to become wholly or partially untenable by fire or by providential means, then, if the Lessor shall elect to rebuilt or repair, this Lease shall remain in force and Lessor shall rebuild or repair the premises within a reasonable time after such election, putting premises in as good condition as they were at time of destruction or damage, and for that purpose they may enter said premises, and rent shall abate during time the premises are untenable; but if Lessor does not elect as aforesaid to rebuild or repair, then Lessor shall have possession of the premises hereby let, and Lessee shall deliver and surrender to Lessor such possession, and this Lease shall become void and the term hereby created end; and on such delivery and surrender being made or on the recovery of said premises by Lessor the Lessee shall receive a pro rata refund of prepaid rent, or the obligation to pay rent shall cease, as applicable.

18. INSPECTION:

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

19. INSURANCE:

Lessee shall maintain in effect throughout the term of this lease, and any renewal thereof, general public liability insurance coverage for personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, with the Lessor as an additional insured.

20. ENTIRE AGREEMENT:

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

21. CONSTRUCTION OF THE LEASE:

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

22. COMPUTATION OF TIME:

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

23. BINDING:

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

24. RIGHT TO RE-LEASE:

If the demised premises is to be available for lease by Lessor at the expiration of the one (1) year term of this Lease, or at the expiration of any subsequent one-year term, the Lessor shall give the Lessee the first right to re-lease the premises for a term of one (1) year, upon the same conditions, except the amount of rent, as contained in this Lease. If Lessee should desire to re-lease the premises at the expiration of the one (1) year term or any subsequent one-year term, Lessee shall so notify the Lessor in writing at least ninety (90) days prior to the expiration of the term, and upon being so notified the Lessor shall inform the Lessee in writing at least sixty (60) days prior to the expiration of said term of the amount of rent for the new term; provided, however, the rent for the renewal term shall not increase the rent over the immediately preceding term by more than five percent (5%). The Lessee shall then notify the Lessor in writing at least thirty (30) days prior to the expiration of said term as to whether or not the Lessee will elect to re-lease the premises. Notwithstanding the foregoing, the Lessee's right to re-lease the premises shall be limited to three (3) one-year renewal terms.

25. NOTICES:

All notices, demands, or other communications that may be necessary or proper hereunder shall be deemed duly given if personally delivered, sent via certified mail, return receipt requested, or sent overnight courier service, such as Federal Express, UPS, or Airborne, addressed respectively as follows:

If to Lessor:

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

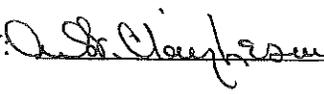
If to Lessee:

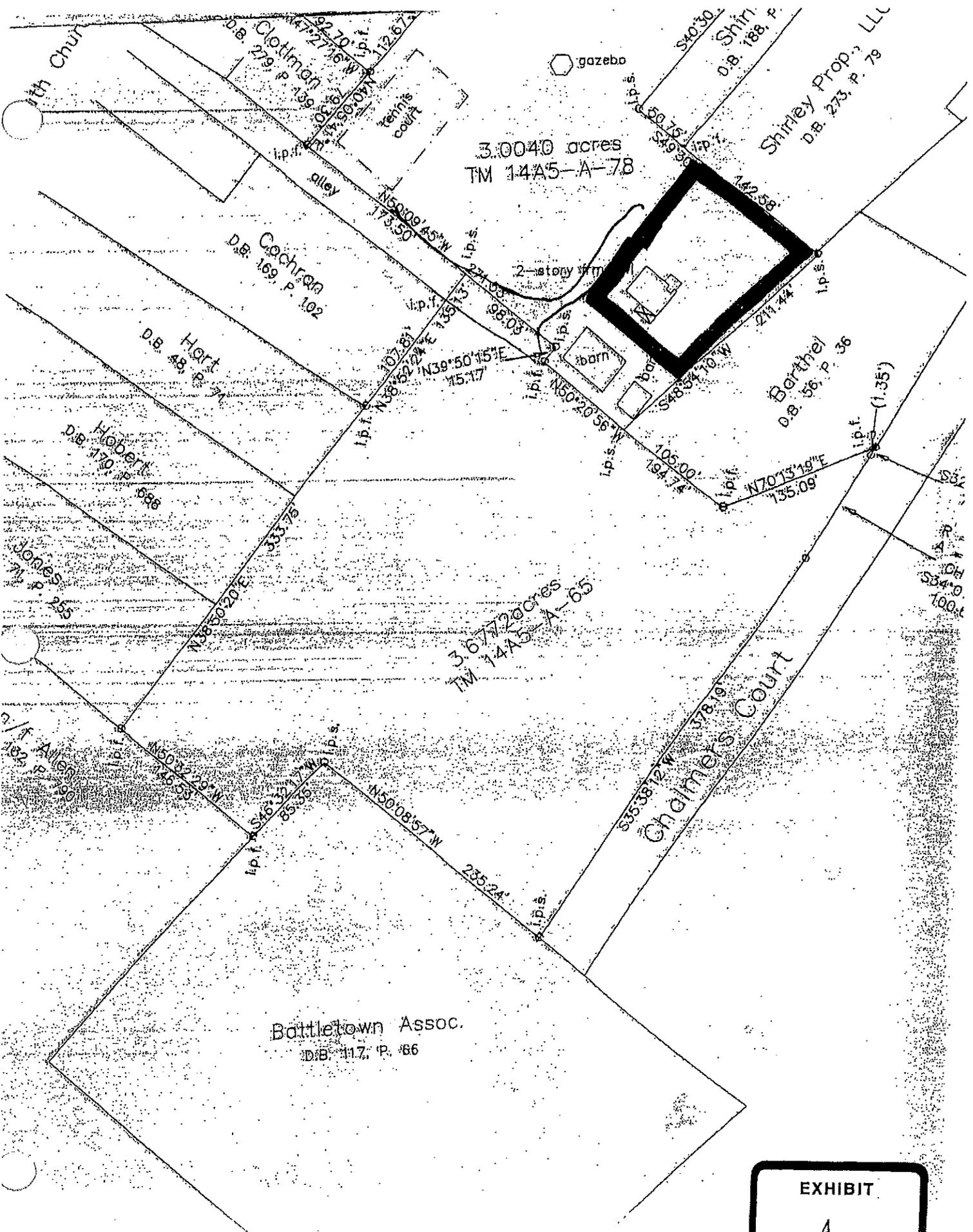
The Barns of Rose Hill, Inc.
ATTN: _____
95 Chalmers Court
Berryville, VA 22611

TOWN OF BERRYVILLE, VIRGINIA, Lessor

BY:  (SEAL)

THE BARN OF ROSE HILL, INC, Lessee

BY:  (SEAL)



3.0040 acres
TM 14A5-A-78

3.6772 acres
TM 14A5-A-65

Battletown Assoc.
D.B. 117, P. 86

EXHIBIT
A



Jim Barb Realty, Inc.
We Trade Houses™

January 8, 2018

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

Dear Keith,

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

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

Sincerely,

Barbara Gaul
Property Manager



Jim Barb Realty, Inc.

We Trade Houses™

Property Address: 36 Smithy Lane
Berryville, VA 22611

Current Use: Rented to Barns of Rose Hill
Office space and short term living quarters for musical acts/artists
Zoning restricts use of property to light commercial – not residential
which could be better use of property.

Property Description: Single family house built in 1920's – approximate
Hardwood floors, wood windows with storms windows
2 dedicated parking spaces
Main level: LR, DR, kitchen-pantry, foyer-vestibule
Upper level: 4 bedrooms (3 large/1 small – office?)
Also has walk-up attic and stone floor cellar – both not for tenant use
Electric Heat-pump – dual zoned w/central air – approx 2007
Public water and sewer – Tenant(s) responsible for all utilities
Kitchen has range and refrigerator; washer and dryer – appliances are
not included in the rental

Fair Market Value Estimate:

Commercial Use:	\$800-1000/month
Residential Use:	\$1200-1400/month

1145 Millwood Pike
Winchester, VA 22602
tel: 540/722-0477
fax: 540/722-0572

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



Jim Barb
Realty, Inc.

Powered by

Office

26 W. Main Street
Berryville, VA 22611
tel: 540/955-4600
fax: 540/955-4689

Attachment 3

Agreement between the Town of Berryville and the Clarke County
Farmers Market

Public Hearing
13 February 2018

13 February 2018

At its 9 January 2018 meeting, the Council agreed to hold a public hearing on this matter at its 13 February 2018 meeting. The public hearing was advertised as required.

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

9 January 2018

For many years the Clarke County Farmers Market has operated in the John Rixey Moore Parking Lot (owned by the Town) on South Church Street. The arrangement between the Town and the Clarke County Farmers Market has been informal but both parties have decided that it is time to adopt a formal agreement for use of the property.

The agreement deals with issues such as signage, structures, hours of operation, pedestrian right of access across the property, insurance, and the like.

The draft agreement attached to this report has been reviewed by the Clarke Farmers Market and the Town's legal counsel.

Staff asks that this matter be included in the public hearings held in February.

AGREEMENT
FOR USE OF THE JOHN RIXEY MOORE PARKING LOT
FOR A FARMERS MARKET

This Agreement is made and entered into this ____ day of _____, 2018, between the Town of Berryville, a political subdivision of the Commonwealth of Virginia and a Virginia municipal corporation (the "Town") and the Clarke County Farmers Market Association, a non-profit 501-(c)- 6 organization (the "CCFMA").

RECITALS:

WHEREAS, the Town owns a property located at 100 South Church Street, also identified as Clarke County Tax Map Parcel 14A5-((A))-73 (the "Property"); and

WHEREAS, the Property, which was donated to the Town of Berryville in memory of John Rixey Moore, has been developed as a municipal parking lot; and

WHEREAS, the Town has for many years permitted the CCFMA to use the Property as the site of the Clarke County Farmers Market ("Farmers Market"); and

WHEREAS, the Town recognizes and appreciates the benefits that accrue to local residents and businesses from the operation of the Farmers Market; and

WHEREAS, the CCFMA recognizes and appreciates the Town's willingness to permit use Property at no cost; and

WHEREAS, the Town and the CCFMA desire to formalize the terms and conditions under which the Property can be used for the Farmers Market;

NOW, THEREFORE, the Town and CCFMA agree that CCFMA may utilize the Property for the purpose of operating the Farmers Market in accordance with the following provisions:

1. The CCFMA may, on each Saturday from May 1 to October 31 of a given year, have use of the Property for a Farmers Market between the hours of 5 am and 2 pm; provided that, the Town reserves the right to utilize the Property for municipal purposes at any time, including scheduled Farmers Market hours, upon the Town's determination that the Property must be used for municipal purposes necessitated by an emergency or other unusual circumstance.

2. Permission for the CCFMA to extend hours for special events may be granted by the Town. Requests for extended hours must be forwarded to the Town Manager no less than thirty (30) days before the planned event. Approval, conditional approval, or denial of the request will be issued in writing by the Town Manager not less than fifteen (15) days before the planned event.
3. No event or operations may extend onto the Rose Hill Park property without prior written permission from the Town. No commercial operations may occur on Rose Hill Park property.
4. The CCFMA shall operate the Farmers Market as a not-for profit operation consistent with its articles of incorporation and bylaws and shall perform its duties in the operation of the Farmers Market in a businesslike and professional manner for the benefit of farmers, producers, consumers, and the community as a whole.
5. The CCFMA shall be responsible for requiring that all individuals and groups utilizing the Farmers Market abide by its rules and regulations and shall be responsible for the enforcement of such rules and regulations. The General Manager or Market Manager, or designee, serving as the individual to which authority is given for the administration and management of the day to day activities of the Farmers Market, shall be responsible for enforcement of the CCFMA's rules and regulations.
6. The CCFMA shall be responsible for adequate cleanup of the property after each day the Farmers Market operates. Said cleanup shall include the removal of all litter, trash, refuse, recyclables, and the like.
7. The Town grants the CCFMA exclusive use of the property during the times identified in Section 1 of the Agreement, provided that the pedestrian access for the general public across the Property to Rose Hill Park is reserved by the Town and may not be restricted or impeded by the CCFMA.
8. The CCFMA may, at its own expense, erect a permanent sign on the Property; provided that such sign is approved in advance by the Town Architectural Review Board and Zoning Administrator. Temporary signs may be erected in accordance with the Town of Berryville Zoning Ordinance.
9. The CCFMA shall be responsible for enforcement of parking restrictions on the Property while it has exclusive use.
10. The CCFMA may utilize existing electrical service on the Property, provided that if the Town, in its sole discretion, deems the level of use to be excessive, then it may charge CCFMA for usage beyond the cost of providing lighting on the Property. Failure to pay the cost of billed electrical use may result in revocation of permission to use the electrical service and/or termination of this Agreement.
11. The CCFMA may not erect any permanent structure on the Property without prior written approval from the Town. If portable toilets are required or desired

standards or maintain insurance coverage required in Section 14 of this Agreement. In the event CCFMA's use of the Property is suspended, the Town Manager will provide written notice of the suspension, including reason(s) for the suspension, to both the CCFMA and the Town Council. The CCFMA may appeal any such suspension to the Town Council.

17. Notices made in accordance with this Agreement shall be sent to:

<u>Town</u>	<u>CCFMA</u>
Town of Berryville	Clarke County Farmers Market Assoc.
Attention: Town Manager	Attention: Market Manager
101 Chalmers Court	Post Office Box 1266
Berryville, VA 22611	Berryville, VA 22611

IN WITNESS WHEREOF, the parties have executed this Agreement.

TOWN OF BERRYVILLE

By: _____

Its: Town Manager Date

CLARKE COUNTY FARMERS MARKET ASSOCIATION

By: _____

Its: _____ Date

Attachment 4

13 February 2018

At its 9 January meeting, the Council agreed to hold a public input session on this matter at its 13 February 2018 meeting. The public input session was advertised with the public hearings being held this evening. At Council's request, the Battletown Homeowners Association mailed notice of this meeting to each of the development's owners (and tenants in the case of rental units).

Staff received one email regarding this matter and fielded two other calls. Concerns expressed included: new arrangement would be more difficult for handicapped and elderly residents to manage, dumping of large items in the dumpsters, sanitation in the areas around the dumpsters, and loss of parking spaces.

Please find attached:

- HOA Proposal Packet
- Public Hearing Notice (this matter included)
- Mailed notice
- Comment received by email

If after receiving public comment and reviewing the proposal, the Town Council approves of the proposal in concept and is inclined to move forward, then staff recommends that the Town Council direct it to further evaluate the details of the proposal and develop a plan (including schedule) for implementation of the new collection regimen (during this timeframe the HOA would apply to the Town Planner for approval of dumpster locations). This additional detail would be provided to the Town Council at its March meeting for approval.

9 January 2018

The Battletown Subdivision is a neighborhood of 144 townhouses that was developed in the 1970's and 1980's while the property was outside of the Town's corporate limits. The original development plan did not include dumpster sites. Accordingly, the Town provides curbside refuse and recyclables collection to each of the 144 townhouses weekly.

Since the Town adopted automated refuse collection several years ago, the Battletown Homeowners Association (HOA) has observed that the toters present some problems for the residents. Some residents would have to roll their toters from their back yards through their homes to place them for collection: instead, these residents typically store the toters in front of their units. In some areas of the neighborhood the individual toter collection occurs in parking lots, which presents challenges for collection. It has also been noted that refuse and recyclables collection in the neighborhood is particularly difficult after snow events.

The HOA contacted the Town to propose a change to the way refuse and recyclables are collected within the neighborhood. They propose that the Town agree to collect the neighborhood's waste and recyclables from 6 locations two times per week.

The HOA proposes:

- HOA would construct and maintain six collection sites in the development
- Town would eliminate all curbside collection within the neighborhood

- Town would have its contactor service the dumpster sites two times per week

The HOA contends that the new collection approach would eliminate clutter and reduce conflicts. Further, when examined by the Town's current refuse collection contractor, the proposal resulted in a slight savings to the Town.

The HOA would like approval of this collection approach and the collection sites. With that approval in hand, the HOA would have the sites constructed. Once the sites were constructed, the collection sites would be opened and curbside collection would be ended.

Please find attached the packet provided by the HOA.

If the Town Council agrees to consider this request, then staff recommends that a public input session be scheduled for the February meeting.

BATTLETOWN TRASH DUMPSTER PROJECT

REPUBLIC SERVICES - JERRY WILSON, (540) 877-3813, jwilson6@republicservices.com

PROPOSED LOCATIONS:	# TOWNHOUSES	COMMENTS
DUMPSTER #1 - PAGE STREET	14	NEED TO CUT INTO EMBANKMENT TO CREATE A LEVEL AREA
DUMPSTER #2 - MOORE DRIVE	30	GRASS AREA UNDER LIGHT POLE
DUMPSTER #3 - W. FAIRFAX ST.	24	COMMON AREA IN FRONT OF PLAYGROUND FENCE
DUMPSTER #4 - E. FAIRFAX ST.	27	END OF PARKING LOT IN COMMON AREA
DUMPSTER #5 - RITTER PLACE	24	END OF PARKING LOT IN COMMON AREA
DUMPSTER #6 - CAMERON ST.	25	CREATE AREA AT END OF PARKING LOT IN GRASS AREA
TOTAL TOWNHOUSES	144	

EXISTING TOWN COSTS:

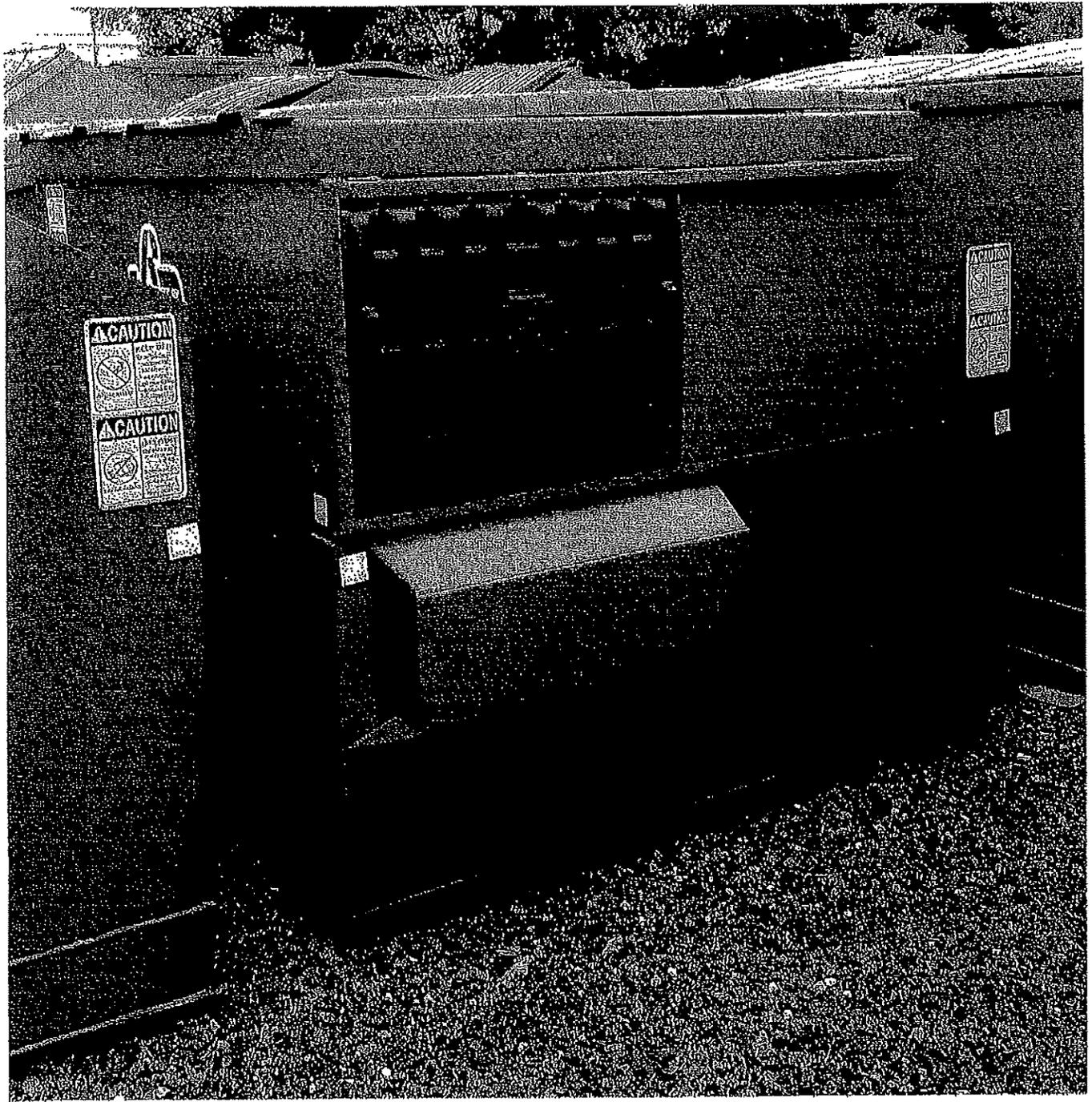
RESIDENTIAL TRASH BIN	\$8.59	PER TRASH BIN PER MONTH FOR A ONCE A WEEK PICK-UP
RECYCLE BINS	\$3.03	PER BIN PER MONTH FOR A ONCE A WEEK PICK-UP
8 CUBIC YARD DUMPSTER	\$247.00	PER DUMPSTER PER MONTH FOR A ONCE A WEEK PICK-UP

BATTLETOWN HOA EXISTING COST TO TOWN:

\$8.59	X	144	\$1,236.96	(144) RESIDENTIAL TRASH BINS
\$3.03	X	144	436.32	(144) RECYCLE BINS
			\$1,673.28	

BATTLETOWN HOA NEW PROPOSAL TO TOWN:

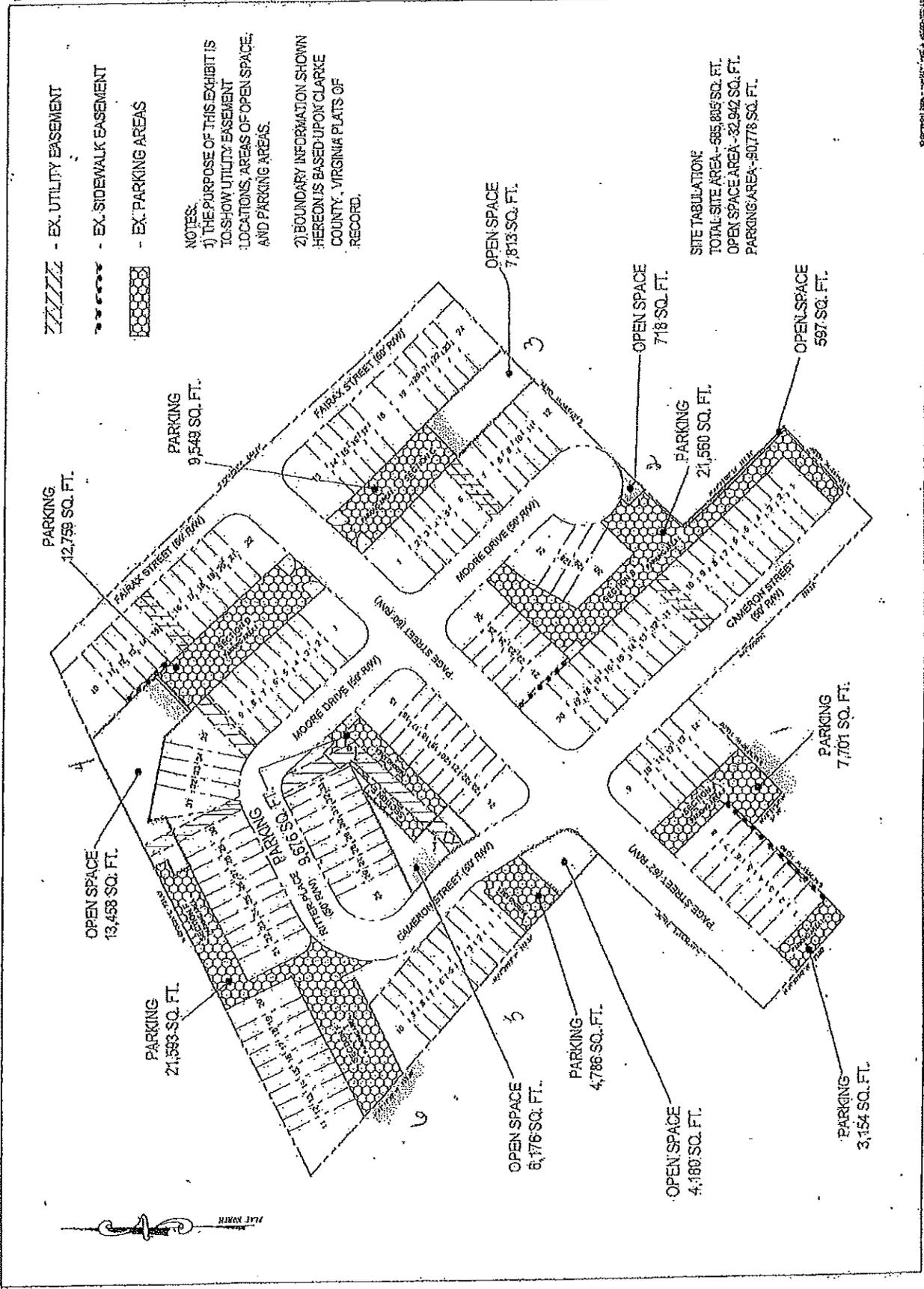
\$247	X	6	\$1,482.00	REPUBLIC SERVICES QUOTE ON 9/11/2017
\$8.59	X	12	\$103.08	(6) 6 CUBIC YARD DUMPSTERS - GOING TWO TIMES A WEEK (MONDAY & FRIDAY) COSTING \$247 PER WITH EA = 72 YARDS PER WK (SAME YARDAGE)
			\$1,585.08	(12) 96 GALLON RECYCLE CARTS - GOING ONE TIME A WEEK COSTING \$8.59 PER WITH EA = LESS VOLUME DUE TO 43% PARTICIPATION RATE

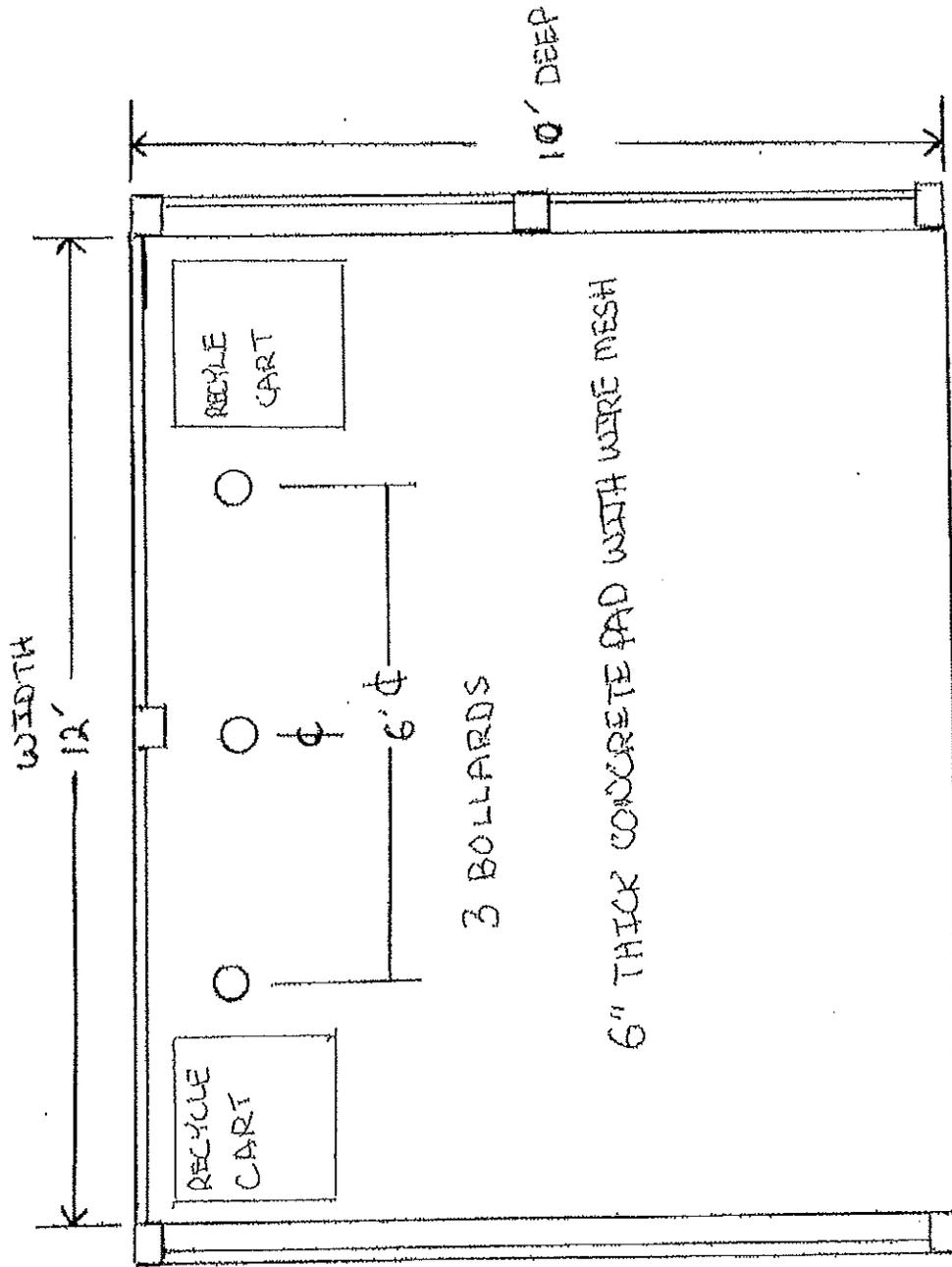


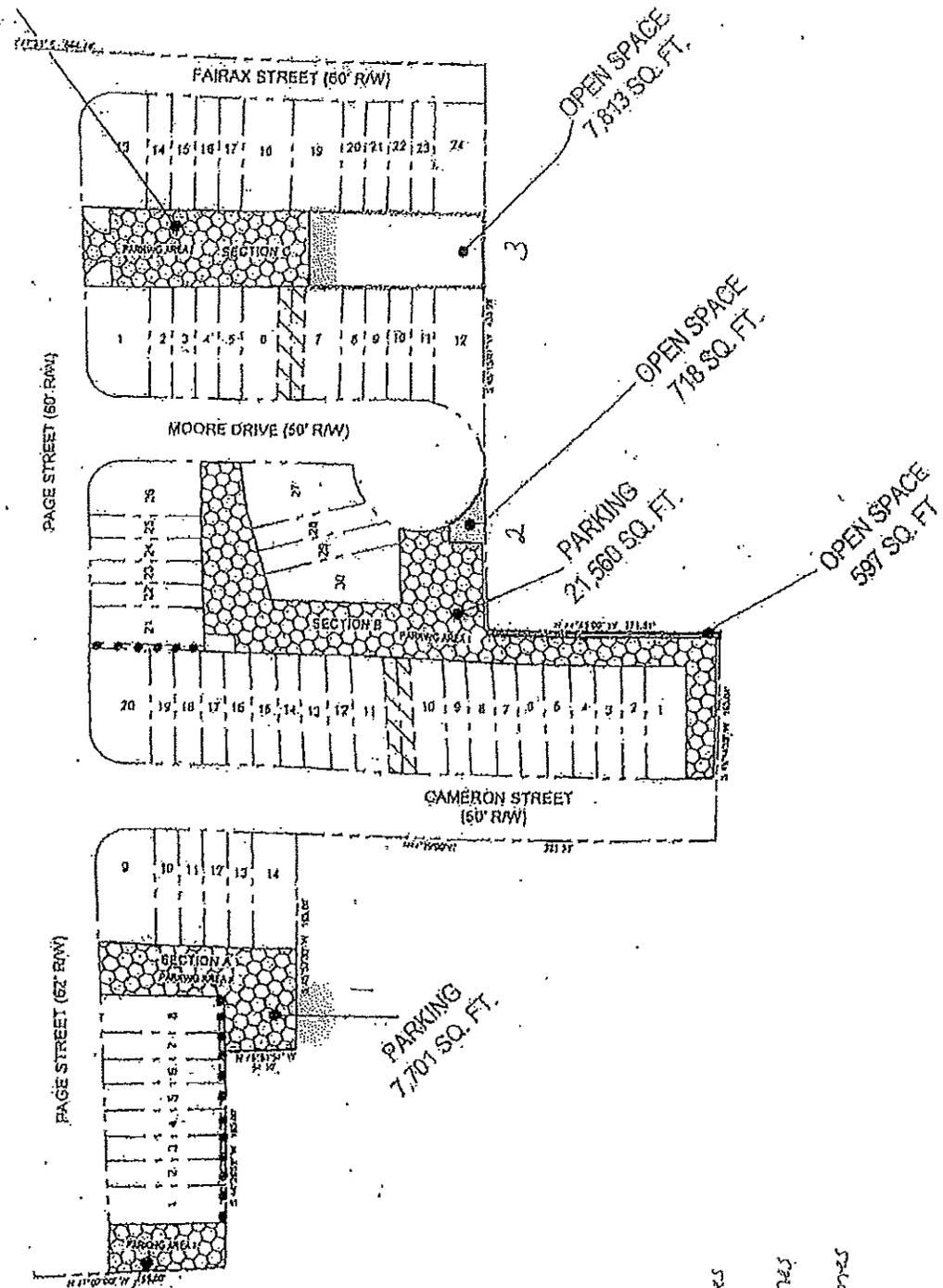
- EX. UTILITY EASEMENT
 - EX. SIDEWALK EASEMENT
 - EX. PARKING AREAS

NOTES:
 1) THE PURPOSE OF THIS EXHIBIT IS TO SHOW UTILITY EASEMENT LOCATIONS, AREAS OF OPEN SPACE, AND PARKING AREAS.
 2) BOUNDARY INFORMATION SHOWN HEREON IS BASED UPON CLARKE COUNTY, VIRGINIA PLATS OF RECORD.

SITE TABULATION:
 TOTAL SITE AREA - 985,805 SQ. FT.
 OPEN SPACE AREA - 32,942 SQ. FT.
 PARKING AREA - 90,178 SQ. FT.







- 1- 14 Townhomes
- 2- 30 Townhomes
- 3- 24 Townhomes

Dale Coumes

To: Wilson, Jerry
Subject: RE: Trash service at the townhouses in Berryville, VA

From: Wilson, Jerry [mailto:JWilson6@republicservices.com]
Sent: Friday, September 15, 2017 2:33 PM
To: Dale Coumes
Cc: Allen Grimm
Subject: RE: Trash service at the townhouses in Berryville, VA

Dale, please see attached. I sketched a picture of the enclosure. I also took a picture of the style 6 yard container that would best suit the residents. It has side doors so they don't have to lift the trash above 5' as most people can't. I may put a lock bar on the top that would prevent residents from thrown mattresses or other large items into the container. Trash pickup days would more than likely be Monday-Friday. I find that the weekend is usually the heaviest volume.

Jerry Wilson
Division Manager

403 Lenoir Drive Winchester Virginia 22603
e jwilson6@republicservices.com
o 540-877-3813 c 540-974-7707
f 540-722-9170 w www.RepublicServices.com



We'll handle it from here.™



From: Wilson, Jerry [mailto:JWilson6@republicservices.com]
Sent: Monday, September 11, 2017 3:03 PM
To: Dale Coumes
Subject: RE: Trash service at the townhouses in Berryville, VA

Dale, I tried to get the most competitive pricing based on the actual service level and size of container currently being used. (Total yards per week)

A 6 yard container going 2 times a week = 12 yards, 12 yards times 6 containers = 72 yards per week

A 95 gallon trash cart = .5 yards, 144 carts times .5 of a yard = 72 yards per week

I held the price of \$247 per 6 yard container even though I'm actually dumping an additional 4 yards per site per week

I estimate you would need at least 2 - 96 gallon recycling carts per each of the 6 proposed sites:

18 gallon recycling bins X 144 residents = 2592 gallons

2592 divided by 95 gallon cart = 27.28 carts. However my driver said that he estimates that he only have around a 43 % recycling participation rate so 2 - 96 gallon recycling carts should be sufficient.

Proposed rates:

6-6 yard Front Load containers going 2 X a week costing 247.00 per month each = \$1,482.00 (same yardage, 72 yard per week)

12-96 gallon recycle carts going one time a week costing 8.59 per month each = \$103.08 (a lot less volume due to 43% participation rate)

Total = \$1,585.08

Let me know if I can provide you anything else.

Jerry Wilson
Division Manager

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e jwilson6@republicservices.com
o 540-877-3813 c 540-974-7707
f 540-722-9170 w www.RepublicServices.com



We'll handle it from here."

From: Wilson, Jerry [mailto:JWilson6@republicservices.com]
Sent: Wednesday, July 19, 2017 7:36 AM
To: Dale Coumes
Subject: RE: Trash service at the townhouses in Berryville, VA

Dale, I will be leaving later today for vacation and will be back to work on 7-31-17. Could you meet this morning in Berryville around 10:00 to 10:30?

Jerry Wilson
Division Manager

403 Lenoir Drive Winchester Virginia 22603
e jwilson6@republicservices.com
o 540-877-3813 c 540-974-7707
f 540-722-9170 w www.RepublicServices.com



REPUBLIC
SERVICES

We'll handle it from here."

From: Dale Coumes [mailto:dalecoumes@e-elec.com]
Sent: Tuesday, July 18, 2017 1:08 PM
To: Wilson, Jerry
Subject: Trash service at the townhouses in Berryville, VA

Hello Mr. Wilson,

The town business office gave me your name and contact info as the rep. for the Town of Berryville. I would like to meet with you and would like to know if Friday afternoon would work with you?

Thank you,

Dale L. Coumes

Battletown Homeowners Association
Secretary/Treasurer

Vice President
"E" Electric & Telecom, Inc.
345 McDonald Road
Winchester, VA 22602
Ph (703) 999-3395
Fx (540) 877-3348
dalecoumes@e-elec.com

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

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

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

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

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

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

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

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

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

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



DATE: January 17, 2018

TO: Property owners and residents of the Battletown Homeowner's Association

RE: Town Council Meeting on February 13, 2018 at 7:30 pm

On Tuesday, January 9th, 2018 at the January Town Council Meeting, Keith Dalton the Town Manager for the Town of Berryville proposed to the council the request by the Battletown Homeowner's Association Board for a change in the association's trash service. The following was proposed:

Replace the current 144 individual trash containers for (6) 6 yard containers with side doors at six sites on the property. Each site would also have (2) two 96 gallon recycle carts. Trash would be picked up twice a week and recycles once a week. Containers would be placed on a concrete pad with fencing and sanitized.

(6) 6 cubic yard containers going two times a week would equal 72 yards per week which is the same yardage as 144 residential trash bins.

The council will receive comment on this proposal at their Tuesday, February 13th, 2018 Meeting at a public hearing.

Thank you,

Allen Grimm, CMCA
Community Manager
Coventry Group

Mia L. Jackson

From: Keith Dalton
Sent: Monday, January 29, 2018 2:07 PM
To: Cheyanne Fowler
Cc: Mia L. Jackson
Subject: RE: Trash Bins in townhouses...

Cheyanne:

Thank you for contacting the Town.

I will include your comments with the packet provide to the Town Council .

Take care,

Keith

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

V 540.955.1099
F 540.955.4524

From: Cheyanne Fowler [redacted]
Sent: Friday, January 26, 2018 7:30 PM
To: Keith Dalton <townmanager@berryvilleva.gov>
Subject: RE: Trash Bins in townhouses...
Importance: High

Mr. Dalton,

I understand that the homeowners association wants to get rid of our trash bins and replace them with the big dumpsters. I have issues with this, because there are older people and handicapped people that won't be able to carry their trash to the dumpster. The dumpsters will take up parking spots, there is not enough paces to park as it is. I am one of the people that won't be able to get the trash out to the dumpster. I will not be able to attend the meeting. I VOTE AGAINST THE DUMPSTERS!!!!

Cheyanne D. Fowler
[redacted] Page Street
Berryville, VA 22611

Attachment 5

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Work Session
January 8, 2018
2 p.m.

Town Council: Present-Patricia Dickinson, Mayor; Harry Lee Arnold, Jr., Recorder; Donna Marie McDonald; Allen Kitselman; Erecka Gibson; David Tollett

Staff: Keith Dalton, Town Manager; Christy Dunkle, Assistant Town Manager/Planner; Chief Neal White, Berryville Police Department; Mia L. Jackson, Town Clerk

Press: Cathy Kuehner, Winchester Star

1. Call to Order

Mayor Dickinson called the meeting to order at 2:00 p.m.

2. Approval of Agenda

On motion of Council member McDonald, seconded by Council member Kitselman, the agenda was unanimously approved as presented.

3. Update – Town Council Goals and Objectives for Fiscal Year 2018

Mr. Dalton reviewed the goals and objectives for FY2018 that were established during the June 5, 2017 work session and gave an update on the status of each goal and objective. Mr. Dalton noted that Goal 4 regarding improving Berryville’s commercial climate by enhancing the appeal of the Business District with the objective of attracting a hotel to the Town remains a goal that staff believes is of significant importance.

4. Discussion – Town Council Goals and Objectives for Fiscal Year 2019

Mr. Dalton reviewed the recommended goals and objectives for FY2019 with Council.

Mr. Dalton said that an updated hospitality analysis needs to be performed specific to Goal 1, improving economic development. Ms. Dunkle noted that staff has been in contact with the consultants that conducted the first study to get pricing. Mayor Dickinson asked if the study includes not only the Town but the entire County. Ms. Dunkle said that the study does include the entire county. Mr. Dalton noted that the reason for this was to get a better understanding of the larger picture.

Council agreed that transportation is a main priority particularly when discussing amending the annexation agreement. Council and staff also discussed updating the national and local historic districts within the Town.

Council discussed the options surrounding Goal 2 and improving and updating facilities in Rose Hill Park including updating John Rixey Moore Playground. Council member McDonald noted that the Community Improvements Committee will be looking at this goal in more detail and staff encouraged looking at the park as a whole.

As related to Goal 3, looking at the fee structure for the Town's water and sewer fees, council confirmed that it would move forward with Pennoni as its consultant.

Council discussed Goal 5 related to having the police department accredited by the Virginia Law Enforcement Professional Standards Commission and discussed what that would entail for the department both fiscally and administratively.

5. Other

Mayor Dickinson opened the discussion up to Council to discuss additional goals and objectives that they would like to see added for consideration.

Council member Gibson noted that Council should limit the goals, allowing an opportunity for goals to be completed successfully.

Mayor Dickinson stated that a goal that she would like to see added for consideration is First Street and doing something about the distressed properties and commercial development on that street. She stated that it is a big concern for her under the umbrella of economic development. Mr. Dalton suggested that Council consider how they would like to see economic development progress and establish goals for that development. Mr. Dalton noted that it would be important to formalize a relationship with the County as it relates to development. Council member Arnold noted that funding would need to be included in the FY19 budget. Mayor Dickinson stated that she would like to get an estimate to determine costs to see if it can be included in the FY19 budget.

Mayor Dickinson stated that she would also like to see traffic calming on 340 and pedestrian and bicycle safety on East Main Street added to list of goals.

Council member Gibson said her priorities for FY19 are:

- Water and Sewer
- Playground equipment and walking path
- Economic Development

Council member Gibson noted that the Council should limit itself to three (3) goals but there could be any number of objectives under those goals.

Council member Tollett said that he prefers not to cut any of the goals but rank them.

Council member Tollett said that his priorities are:

- Economic Development
- Water and sewer
- Playground equipment and walking path

Council member Tollett noted the remaining goals would be last on his list in any order.

Council member McDonald said her priorities are:

- Economic Development
- Playground equipment and walking path
- Water and sewer

Council member McDonald stated that her biggest concern would be adding any new objectives. She said that she felt that the current list of goals and objectives was sufficient for staff.

Council member Kitselman stated his priorities are:

- Economic Development
- Salary Structure

Council member Kitselman also stated that he doesn't want to cut any of the goals and Goal 2 for him is towards the bottom of his priority list.

Council member Arnold stated his priorities are:

- Economic Development
- Water and sewer
- Playground equipment and walking path

Mayor Dickinson stated that she does not see any goal that is overwhelming and that she would like pedestrian and bicycle safety on East Main Street and traffic calming on 340 added to the goals and objectives for FY19.

Mayor Dickinson asked staff to update the list with the suggested additional goals and distribute the list to Council for review stating that Council will vote on the goals at the February meeting. Mayor Dickinson noted that comments should go back to Mr. Dalton.

6. Adjourn

There being no other business, upon motion of Council member McDonald, seconded by Council member Kitselman, the meeting was adjourned.

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Regular Meeting
January 9, 2018
7:30 p.m.

Town Council: Present-Patricia Dickinson, Mayor; Harry Lee Arnold, Jr., Recorder; Donna Marie McDonald; Allen Kitselman; Erecka Gibson; David Tollett

Staff: Keith Dalton, Town Manager; Desiree Moreland, Assistant Town Manager/Treasurer; Christy Dunkle, Assistant Town Manager/Planner; Chief Neal White, Berryville Police Department; Mia L. Jackson, Town Clerk

Press: Cathy Kuehner, Winchester Star

1. Call to Order

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

2. Pledge of Allegiance

3. Approval of Agenda

On motion of Council member Tollett, seconded by Council member Kitselman, the agenda was unanimously approved as presented.

4. Citizens' Forum

Mayor Dickinson acknowledged the following speakers during the Citizens' Forum:

Town resident, Charles Coon, addressed Council regarding water billing. Mr. Coon stated that he is being penalized for having low water usage under the current billing system. Mr. Coon would like for the Town to consider new rate structures.

Town resident, Janice Coon, spoke to council about future budget issues regarding John H. Enders Fire Company. Mrs. Coon stated that she feels that the funds for the fire company should come from the County budget and paid for by all County taxpayers.

Diana Kincannon, Board chairman of the Barns of Rose Hill, presented a report that was distributed to Council regarding continued funding support from the Town and to request that the Town not increase the rent for the use of 36 Smithy Lane. Mrs. Kincannon thanked the Council for their continued support, specifically Council member McDonald who is the Town Liason on the Board of Directors.

Dennis Couture, town resident, addressed Council regarding his continued concerns about traffic speed on South Buckmarsh Street particularly semi-trucks and trailers. Mr. Couture stated that his concerns are not about volume but about speed. He noted that he remains concerned about safety issues associated with the conditions along with the diminished quality of life for adjacent residents.

Patty Maples, Board president of Berryville Main Street, provided an update regarding the latest activities of Berryville Main Street. Ms. Maples noted that they have submitted their fiscal year 2018/2019 work plan to the Town Manager as well as a proposal for changes to the lease agreement that is due to be

renewed. She brought to Council's attention that they will need a full time Executive Director once the population exceeds 5,000 residents in order to maintain their accreditation.

Mayor Dickinson asked Chief White to review the proposed revisions to the Berryville Town Code, Chapter 4, Animals and Fowl. Chief White stated that among other things, the revision would be for the inclusion of laying hens to be maintained within the town limits.

Diane Harrison, town resident, addressed Council regarding section 4-26 of Chapter 4 of the Town Code regarding barking dogs. Ms. Harrison stated that she would like to see the code changed to 24 hour enforcement in regards to dogs barking longer than thirty minutes.

Bob Nunn, town resident, voiced his support for laying hens. Mr. Nunn said that he hopes that there will be a ban on roosters. Mr. Nunn noted that January 9th is Police Appreciation Day and would like to thank Chief White for his work.

Bryant Condrey, town resident, addressed Council regarding his support for laying hens. Mr. Condrey thanked Council for the work that has been done on this code modification and encouraged Council to pass the proposed changes to chapter 4.

Mayor Dickinson asked Chief White to review the proposed changes to Chapter 10 of the Berryville Town Code, Motor Vehicles and Traffic. Chief White reviewed the proposed changes to Chapter 10, specifically Article II dealing with vehicle tax license decal. Chief White noted that the proposed change is to eliminate the need for the decal but not the tax.

Dennis Couture, town resident, addressed Council and suggested when proposing code changes to identify those changes in one document in order for the changes to be seen immediately.

Recorder Arnold asked staff to review the emails that staff had received in both support and/or opposition to the code changes. Mr. Dalton reviewed emails that staff received from citizens regarding the proposed code modifications.

Charles Coon, town resident, addressed council regarding his support of keeping the Town decal.

5. Consent Agenda

The Consent Agenda was approved on motion of Council member Tollett, seconded by Council member Gibson. The items on the Consent Agenda were:

Minutes of Regular Meeting – 12/12/17

Minutes of Community Improvements Committee Meeting – 12/14/17

6. Report of Patricia Dickinson, Mayor

Mayor Dickinson provided a brief update on World War I and World War II event committee. Mayor Dickinson stated that the next meeting will be held on January 10, 2018.

Mayor Dickinson reported that this year is the 100th anniversary of the armistice that ended World War I. She stated that a local committee is working to plan and manage events and remembrances throughout the year as well establishing permanent remembrances in honor of Veterans. Mayor Dickinson proposed the attached resolution that would begin Berryville's observance of this historic year by proclaiming 2018 the "Year of the Veteran".

On motion of Mayor Dickinson, the Council of the Town of Berryville, adopted the resolution proclaiming 2018 as the “Year of the Veteran”. Council member Tollett seconded the motion which carried as follows:

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

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Mayor Dickinson noted that a work session was held on January 8th to discuss the Town Council goals and objectives for FY19. She referenced the current handout that was provided in the work session packet that reviewed the current goals and objectives. Mayor Dickinson said that staff is going to update the goals and objectives and re-distribute to Council. She said after review Council will have another work session to edit and resolve any discrepancies and have them ready for approval at the February Council meeting. Mayor Dickinson noted that additional goals were suggested to be added to the list including traffic calming on Route 340, pedestrian and bicycle safety on East Main Street and setting a strategy for economic development with a primary focus on First Street.

7. Report of Harry Lee Arnold, Jr., Recorder

Recorder Arnold reviewed two resolutions for members of John H. Enders Fire Company and Rescue Squad recognizing them for their service to the community.

On motion of Recorder Arnold, the Council of the Town of Berryville, approved the resolution recognizing Chris Shipe’s service to the community as President of the John H. Enders Fire Company and Rescue Squad. Council member Gibson seconded the motion which carried as follows:

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

Attest: _____
Harry Lee Arnold, Jr.

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On motion of Recorder Arnold, the Council of the Town of Berryville, approved the resolution recognizing Harold Rohde’s service to the community as Chief of the John H. Enders Fire Company and Rescue Squad. Council member McDonald seconded the motion which carried as follows:

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold

Nay: None

Abstain: Dickinson

Attest:

Harry Lee Arnold, Jr.

8. Report of Christy Dunkle, Assistant Town Manager for Community Development

Ms. Dunkle reviewed her staff report updating Council on recent activities of Town Boards and Commissions.

9. Report of Keith Dalton, Town Manager

Mr. Dalton introduced Josh Roller of Robinson, Farmer & Cox who provided a presentation of FY2017 Audit. Mr. Roller presented the audit report for fiscal year 17. Mr. Roller referenced the report and noted to Council that the Town of Berryville received an unmodified opinion, the best opinion that can be received, from the audit conducted by Robinson, Farmer & Cox. Mr. Roller then reviewed with Council highlights of the report including budget and actual comparison and various schedules. Mr. Roller stated that the Town had a good year.

Mr. Dalton introduced Mike Damron, of Damron Engineering, who presented his findings regarding the Livery Stable. Mr. Damron stated that his report is a road map to the stabilization of the structure and future renovations.

Mr. Dalton reviewed with Council the leases for 23 East Main St and 36 Smithy Lane lease. Mr. Dalton noted that Berryville Main Street and the Fire House Gallery currently occupy 23 East Main Street and would like to expand their lease to include being able to offer a two year term for incubator space. He noted Smithy Lane is currently leased by the Barns of Rose Hill.

Mr. Dalton identified items to consider when reviewing the leases. He said the amount of rent, renewal terms, and tenant responsibility for maintenance should be reviewed for discussion. Mr. Dalton stated that the current rent is \$500 a month, with a 5 year term, and the tenant is responsible for some maintenance. Mr. Dalton proposed setting a public hearing next month in regards to the two leases.

Recorder Arnold stated that he was okay with continuing with the \$500 rent as it is a part of the economic development goal and placing a \$1000.00 cap per year on maintenance repairs.

Council member Kitselman agreed with Recorder Arnold. Mayor Dickinson asked what the fair market rate is on both properties. Mr. Dalton said that the fair market rate on 23 East Main Street is between \$1800 to \$2200 as assessed by a local realtor. He then stated that the fair market rent for commercial use at Smithy Lane is between \$800 to \$1000 a month. He said both tenants pay their own utilities and appliances are provided by tenant. Mayor Dickinson recommended that the full market rate be charged and then the Town provide a grant to offset the cost.

Recorder Arnold discussed the challenges with the Town charging full fair market rent and then providing a grant to offset the cost. He said that his concern would be that funding could be cut and the renter's budget would have already been set.

Council member Kitselman, Council member Tollett and Council member McDonald stated that the rent should remain at \$500.00.

Council member Gibson stated that there needed to be clarification within the lease regarding the proposed repairs maintenance cap and specifically address what repairs or maintenance would be covered under the cap.

Mr. Dalton reviewed the agreement between the Town and the Clarke County Farmers Market that is held in the John Rixy Moore parking lot annually. He said there is a desire from both sides to have a formalized agreement. Mr. Dalton noted that the agreement has been reviewed by staff and legal counsel. Council agreed to hold a public hearing regarding the lease for the Clarke County Farmers Market, 23 East Main Street and Smithy Lane.

Mr. Dalton reviewed with Council a proposal submitted by the Battletown Homeowners Association regarding refuse and recyclables collection. Mr. Dalton noted that Council member McDonald has personal interest and therefore recused herself from the discussion. Council member McDonald's signed disqualification statement was read to be included in the minutes and Council member McDonald left the meeting room.

Mr. Dalton reviewed the details of the proposal. He said currently there are no dumpster locations on the site plan. He also said that at present the Town provides curbside refuse and recycling collection to each of the 144 townhouses weekly. Mr. Dalton noted that since the adoption of automated collection there has been some issues with collection. Mr. Dalton stated that the homeowners association came to the Town to propose that six dumpster collection sites be established within the subdivision and that the Town would eliminate all curbside collection within the neighborhood. Mr. Dalton said that the Town would see a slight savings with this plan. Mr. Dalton stated that the Town would need to look at this issue from two perspectives; one the location of the dumpster and two would the town have to modify how trash is collected. Staff is asking that a public input session be held at the next Council meeting in February.

Mr. Dalton noted that the homeowners association for Battletown subdivision would be responsible for all costs associated with the project as well as having responsibility for the maintenance and upkeep of the dumpster sites.

Mr. Kitselman suggested that if they are considering gates on the enclosures around the dumpsters that a three foot opening be left. He noted that such an opening allows residents to access the area without dealing with the gate each time.

Ms. Gibson asked if the residents are aware of the proposed changes. Mr. Dalton responded that he understands there have been informal discussions however there has not been a formal notice provided to the residents of the subdivision.

Recorder Arnold expressed interest in having the Town request that the homeowners association Board notify the owners and residents of the Battletown subdivision of the proposed changes.

Council agreed to have a public input session in February regarding the refuse and recycling in the Battletown subdivision.

Council member McDonald rejoined the meeting.

Mr. Dalton reviewed with Council the draft scope of work for the rehabilitation of McNeil Drive temporary Cul De Sac. Mr. Dalton stated that the intent is to give Council a full view of the project and he is asking for authorization to complete the offering and award the contract for the work as long as the bid complied with the agreement with McDonald's.

On motion of Council member Gibson, the Council of the Town of Berryville, authorizes the Town Manager to procure a contractor and contract within the bounds of the agreement with McDonald's and authorize him to execute any documents related to the rehabilitation of McNeil Drive temporary cul de sac. Council member Kitselman seconded the motion which carried as follows:

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold

Nay: None

Abstain: Dickinson

10. Report of Erecka Gibson – Chair, Budget and Finance Committee

No Report.

11. Report of Donna McDonald – Chair, Community Improvements Committee

No Report.

Council member McDonald said that the Community Improvements Committee will be meeting on January 22, 2018 at 7:00 p.m.

12. Report of David Tollett – Chair, Police and Security Committee

Council member Tollett said the Police and Security Committee will be meeting on January 25, 2018. He said no meeting was held in December.

Recorder Arnold stated his concerns regarding having chickens in Town. He stated that his concern is that the Town is setting up an ordinance that will create confusion within the Town and the Town's subdivisions.

Ms. Dunkle reviewed with Council the homeowner's association covenants for the subdivisions located within the Town whose covenants restrict chickens. Ms. Dunkle noted there is a total of about 667 homes that would not be able to have chickens because of their subdivisions covenants.

On motion of Council member Tollett, the Council of the Town of Berryville, approved the ordinance repealing and readopting Chapter 4 of the Berryville Code. Council member McDonald seconded the motion which carried as follows by a roll call vote:

Aye: McDonald, Kitselman, Gibson, Tollett, Dickinson

Nay: Arnold

Abstain: None

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On motion of Council member Tollett, the Council of the Town of Berryville, approved the ordinance repealing and readopting Chapter 10, motor vehicles and traffic of the Berryville Code.

Council member McDonald seconded the motion which carried as follows:

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold

Nay: None

Abstain: Dickinson

13. Report of Patricia Dickinson – Chair, Streets and Utilities Committee

No Report.

Mr. Dalton reported the paint work on the South East water tank has been completed and is now moving towards the 3 million reservoir work in the spring.

Mr. Dalton said that the Public Works department kept personnel on site during the recent cold weather. Mr. Dalton said they were able to respond quickly to any water issues that residents had during the extreme cold weather.

Recorder Arnold commented on behalf of fire and rescue appreciation of having staff available to help respond to calls during the extreme cold weather.

Mr. Tollett acknowledged and commended Desi and her staff in the financial department for year after year receiving a clean audit.

14. Report of Harry Lee Arnold, Jr., Chair, Personnel Committee

Recorder Arnold reviewed current openings within the Planning Commission, Architectural Review Board and the Board of Zoning Appeals.

15. Other

Mr. Dalton confirmed the Committee meeting schedule as follows:

Community Improvements: January 22, 2018 @ 7:00 p.m.

Budget and Finance: January 23, 2018 @ 10:30 a.m.

Police and Security: January 25, 2018 @ 9:00 a.m.

Streets and Utilities: January 23, 2018 @ 12:00 p.m.

Personnel: January 23, 2018 @ TBD

16. Adjourn

There being no other business, upon motion of Council member McDonald, seconded by Council member Kitselman, the meeting was adjourned at 10:11 p.m.

Harry Lee Arnold, Jr., Recorder

Mia L. Jackson, Town Clerk

**MINUTES
BERRYVILLE TOWN COUNCIL
COMMUNITY IMPROVEMENTS COMMITTEE
Berryville-Clarke County Government Center
Called Meeting
January 22, 2018
7:00 p.m.**

Committee members: Donna Marie McDonald, Chair; Allen Kitselman

Staff: Keith Dalton, Town Manager; Christy Dunkle, Assistant Town Manager

Press: None

Others: Diane Harrison, Kara Rodriguez

1. Call to Order

Chair Gibson called the continued meeting to order at 7:00 p.m.

2. Approval of Agenda

The agenda was approved as presented.

3. Discussion – John Rixey Moore Playground

Mr. Dalton provided an overview of his preliminary findings regarding the John Rixey Moore Playground. He provided several options as to how the Council could proceed.

The Committee discussed the matter noting that the safety is of paramount importance. The Committee also discussed the need to include as many children in activities as possible. Lastly, the Committee discussed the importance of protecting the esthetics of Rose Hill Park.

Kara Rodriguez stated that she had received comment from many in the community and that the preliminary approach contained in Mr. Dalton's memorandum meet the community's needs very well. She noted that it was important to have swings for very young children, the diggers should remain, and that a shade structure in the vicinity of the playground would be desirable. Mrs. Rodriguez noted that a comprehensive plan for the park would be a great idea.

Diane Harrison noted that a pergola could be considered instead of a more modern shade structure. She noted that such a structure would be more in keeping with the park and its surroundings.

4. Discussion – Livery Stable-Next Steps

The Committee determined that it will recommend to the Town Council that it establish a reserve fund for the stabilization work on the Livery Stable. The reserve fund should fully fund the stabilization work within 3 years.

5. Closed Session – No Closed Session

6. Other

Ms. Dunkle discussed wayfinding signs with the Committee. She reported that VDOT now has its regulations in place and the Town will be able to pursue establishing wayfinding signs for the Town. Mr. Dalton noted that the FY18 budget contains funding for this effort. Ms. Dunkle noted that the FY18 funding was intended for planning and siting the signs. The Committee agreed that it remains supportive of this effort.

Mr. Dalton reminded the Committee that in the mid-2000's the Town Council agreed to dedicate improvements to the alley on the south side of West Main Street in memory of John R. Hogan. He noted that Berryville Main Street was working to make improvements to that space a reality and he recommended that the Town commit funds to the project. The Committee agreed that this was a worthy project and warranted consideration.

7. Adjourn

Mr. Kitselman closed the discussion at 7:49 p.m.

MINUTES
BERRYVILLE TOWN COUNCIL
BUDGET & FINANCE COMMITTEE
Berryville-Clarke County Government Center
Tuesday, January 23, 2018
10:30 a.m.

Town Council: Present: Erecka Gibson, Chair; Patricia Dickinson

Staff: Keith Dalton, Town Manager; Desiree Moreland, Treasurer; Mia L. Jackson, Town Clerk

Press: None

Others: Diane Harrison

1. **Call to Order**

Chair Gibson called the continued meeting to order at 10:35 a.m.

2. **Approval of Agenda**

The agenda was approved as presented.

3. **Discussion – Procurement Policy**

The Committee and staff discussed the Procurement Policy and the most recent updates to the policy submitted by Chair Gibson. Chair Gibson reviewed the updates in detail with the committee.

Ms. Dickinson presented reports that she compiled regarding procurement data specifically related to small purchases, unsealed bids, invitations to bid, and request for proposals. Chair Gibson noted that she is comfortable with forwarding the policy as it is currently to full council for approval.

Ms. Dickinson said that she would like to recommend to Council that PB Mares come back and update the mapping from the most recent audit that they conducted. Mr. Dalton noted that there would be a cost associated with that request and that staff would look into how much that would cost for PB Mares to return.

Mr. Dalton said that staff would get a clean copy of the Procurement Policy out to the committee as soon as possible after the meeting for additional review if necessary so that a final draft could be sent to Council for inclusion on the agenda at next month's Town Council meeting.

4. **Other**

6. **Adjourn**

There being no further business, the meeting was adjourned at 11:55 a.m.

MINUTES
BERRYVILLE TOWN COUNCIL
POLICE AND SECURITY COMMITTEE
Berryville-Clarke County Government Center
January 25, 2018
9:00 a.m.

Committee members: Present- Dave Tollett, Chair; Pat Dickinson

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

Press: None

Others: Diane Harrison

1. Call to Order

The meeting was called to order at 9:00 a.m. by Committee Chair Tollett.

2. Approval of Agenda

The agenda was approved as presented.

3. Department Update

Chief White updated the Committee on 2017 crime statistics. He noted that the report revealed a significant increase in Group A crimes and that the increase was attributable to instances of fraud. Chief White also highlighted the fact that there was an increase in the cases in which PD personnel worked with individuals experiencing mental health issues. Lastly, the Chief revealed that the total number of calls for service increased significantly over the previous year.

Mr. Dalton and Chief White addressed the matter of the frozen Patrol Officer position. They noted that the position had been frozen for about three years and that the Committee and ultimately the Council may want to discuss funding that position in the future.

The Committee agreed to discuss the frozen position at its next meeting.

4. Discussion – Berryville Code Review – Chapter 8

Mr. Dalton reviewed the latest draft (version 1.1 dated 1/24/ 18) of the replacement language for Chapter 8 of the Berryville Code.

The Committee reviewed the code language and the concept of a special collection district.

The Committee agreed to discuss the Trash Collection Approach with the Town Council at its February regular meeting with a goal of discussing the matter in detail at a work session of the entire Town Council.

5. Discussion – Berryville Code Review - Process

Mr. Dalton initiated a discussion regarding the next area of the Berryville Code the Committee will review. He presented a listing prepared by Chief White that provided the dates on which the Committee last reviewed portions of the Code.

The Committee agreed to review Chapter 20 – Parades and Demonstrations at its April meeting.

6. Closed Session

No Closed Session Scheduled

7. Other

The Committee discussed several issues regarding Police Department outreach and education as well as challenges facing various businesses.

The Committee and staff discussed flashing speed limit signs. Staff noted that this matter has been researched and they are ready to have an initial discussion on the matter. The Committee agreed that the matter should be reviewed by the Streets and Utilities Committee.

8. Adjourn

There being no further business, the meeting was adjourned at 10:40 a.m.

MINUTES
BERRYVILLE TOWN COUNCIL
STREETS AND UTILITIES COMMITTEE
Berryville-Clarke County Government Center
Tuesday, January 23, 2018
12:00 p.m.

Town Council: Present: Patricia Dickinson, Chair; David Tollett

Staff: Keith Dalton, Town Manager; Neal White, Berryville Police Department; Mia L. Jackson, Town Clerk

Press: None

Others: Diane Harrison

1. Call to Order
Chair Dickinson called the meeting to order at 12:05 p.m.
2. Approval of Agenda
The agenda was approved as presented.
3. Project Updates
Staff provided updates on various projects including the water tank painting project; Treadwell Street Phase 2; completion of the Pole Barn; and the completion of the signal project at the crosswalks. Ms. Dickinson noted that she has noticed that people are not using the push button located on the sign post at Washington Square. Ms. Dickinson said that she would develop a notice that can be given to FISH to post inside their offices encouraging people to use the crosswalk as well as the push button.

Mr. Dalton reviewed with the committee the 24 hour staffing of public works recently in response to the extreme cold weather that the area experienced recently. Mr. Dalton noted that there were two water breaks that occurred during the inclement weather and staff was able to respond quickly in getting those breaks resolved.

Mr. Dalton discussed the Swan Avenue project that will remain on the list of upcoming projects.

Mr. Dalton reviewed the FY 2019 Street Work Priorities noting that it will be forwarded to Council to be included during budget discussion. Mr. Dalton noted that a replacement truck for public utilities will be proposed to be included in the budget as a replacement to an older vehicle that is currently in the fleet. Ms. Dickinson asked that an inventory of the current fleet, including mileage, be provided to Council prior to purchasing a replacement vehicle.

Mr. Dalton reviewed with the committee potential improvements on East Main Street and South Buckmarsh Streets. Mr. Dalton will be meeting with a VDOT representative regarding the improvements and hopes to have more information by the next Council meeting. The Committee discussed application for Smart Scale funding. It was noted that the Smart Scale application is due June 1.

Ms. Dickinson noted that she would like to see two more flashing speed signs installed on S. Buckmarsh Street and Church Street and another sign closer to Hermitage and Church Streets. As well as proposed reduction in speed to 25mph beginning at Church Street. Chief White noted that VDOT's criteria for considering a speed limit change included examining the number of traffic accidents that occur in the proposed area. Chief White said that there have not been a lot of accidents in that specific area.

4. Other

Ms. Dickinson noted that she would like to see continued discussion regarding Josephine Street as well as walking paths and sidewalk projects.

Mr. Dalton said that the Town will post a notice on the website to inform the residents of Rockcroft Subdivision that utilities staff will be located in the area as a part of project planning efforts.

5. Adjourn

There being no further business, the committee adjourned at 1:30 p.m.

BERRYVILLE TOWN COUNCIL
MOTION TO APPROVE CONSENT AGENDA

Date: February 13, 2018

Motion By:

Second By:

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

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

Attachment 6

13 February 2018

On 9 January the Town Council discussed this matter at its regular meeting.

Staff edited the attached Goals and Objectives for the Town of Berryville Fiscal Year 2019 in response to comments/information received.

Staff has also provided a revised motion for approval with its recommendations.

9 January 2018

On 8 January the Town Council held a work session to discuss progress on the Town Council Goals and Objectives for Fiscal Year 2018. The Council also discussed development of the goals for Fiscal Year 2019. These Goals and Objectives will assist staff and Town Council as the Fiscal Year 2019 budget process progresses.

Mayor Dickinson wants summarize yesterday's discussion for the public's benefit and provide an opportunity for Town Council members to comment further if they choose. Mayor Dickinson would also like to establish a schedule for adoption of the Goals and Objectives for Fiscal Year 2019 that works within the budget calendar.

Goals and Objectives for the Town of Berryville Fiscal Year 2019
(Town Council member recommendations from 1/8/18 Work Session incorporating Mayor's
Comments – **Green**staff recommendations -**Blue** – recommendations for FY19 - **Orange** – for
consideration in future – **Purple** – staff revisions 2/9/18)
2/9/18 Version

Goal 1: Improve Berryville's commercial climate and attract businesses that fulfill the economic development goals of the Town.

Objective: Attract a hotel to Berryville within the next eighteen months. Complete work in FY20.

Cost: ~~TBD~~ \$12,000

Funding Source: General Fund

Objective: Work cooperatively with Clarke County to amend the annexation agreement in order to create Annexation Area C and provide for expansion of the community's business tax base. Complete work in FY20.

Cost: TBD

Funding Source: General Fund

Objective: Update the national and local historic districts within the Town.

Cost: \$20,000

Funding Source: General Fund

Objective: In cooperation with Clarke County create an economic development strategy for the Town with primary focus on First Street.

Cost: TBD

Funding Source: General Fund

Goal 2: Improve and update facilities in Rose Hill Park

Objective: Create a master plan for Rose Hill Park and the adjoining John Rixey Moore Parking Lot property. Complete Work in FY19.

Cost: TBD

Objective: Replace and/or rehabilitate equipment in John Rixey Moore Playground. Complete work in FY19.

Cost: \$ ~~45,000~~ 50,000

Funding Source: General Fund

Objective: Renovate walking path connecting the Rose Hill Park gazebo to Main Street. Complete work in FY19 20.

Cost: \$ ~~TBD~~ 25,000

Funding Source: General Fund

Goal 3: Ensure that the Town's water and sewer fees, including availability and user fees, are calculated in a manner that will fund operations and capital improvement needs, while being fair and reasonable.

Objective: Procure the services of a consulting engineer to complete a water and sewer fee analysis and adopt revised fees. This is to be completed in FY19.

Cost: \$40,000

Funding Source: Water Fund 50% and Sewer Fund 50% (\$20,000 from FY18 and \$20,000 from FY19)

Goal 4: Ensure that the Town's salary structure is competitive.

Objective: Complete an in house compensation study and revised classification system. This will be completed in FY19.

Cost: TBD

Funding Source: General, Water, and Sewer Funds

Objective: Fund, to the fullest extent possible, needed compensation adjustments identified in the compensation study. This is to be completed by FY21.

Cost: TBD

Funding Source: General, Water, and Sewer Funds

Goal 5: Promote public confidence in the Berryville Police Department and promote professionalism within the department

Objective: Obtain Virginia Law Enforcement Professional Standards Commission Accreditation

Cost: \$7,000

Funding source: General Fund

Goal 6: Develop plans that ensure tangible and intangible assets are maintained, accounted for, and maximized to their full potential.

Objective: Complete an asset inventory for non-enterprise fund assets.

Cost: TBD

Funding Source: General Fund

Goal 7: Work in partnership with the Virginia Department of Transportation to Improve public safety and quality of life through improvements to Buckmarsh Street (U.S. Route 340) and Main Street (VA Route 7 Business).

Objective: Set a strategy for improvements to East Main Street east of the N&S Railroad crossing that would improve the safety of residents, pedestrians, bicyclists, and drivers.

Cost: TBD

Funding Source: TBD

Objective: Set a strategy for improvements to South Buckmarsh that would improve the safety of residents, pedestrians, bicyclists, and drivers by calming traffic.

Cost: TBD

Funding Source: TBD

Distributed to Town Council on 2/9/18

BERRYVILLE TOWN COUNCIL

MOTION TO APPROVE GOALS AND OBJECTIVES FOR FISCAL YEAR 2019

Date: February 13, 2018

Motion By:

Second By:

I move that the Council of the Town of Berryville approve the following goals and objectives for Fiscal Year 2019:

Goal: Improve Berryville's commercial climate and attract businesses that fulfill the economic development goals of the Town.

Objective: Attract a hotel to Berryville within the next eighteen months. Complete work in FY20.

Cost: TBD

Funding Source: General Fund

Objective: Work cooperatively with Clarke County to amend the annexation agreement in order to create Annexation Area C and provide for expansion of the community's business tax base. Complete work in FY20.

Cost: TBD

Funding Source: General Fund

Goal: Improve and update facilities in Rose Hill Park

Objective: Create a master plan for Rose Hill Park and the adjoining John Rixey Moore Parking Lot property. Complete Work in FY19.

Cost: TBD

Funding Source: General Fund

Objective: Replace and/or rehabilitate equipment in John Rixey Moore Playground. Complete work in FY19.

Cost: \$ 50,000

Funding Source: General Fund

Goal: Ensure that the Town's water and sewer fees, including availability and user fees, are calculated in a manner that will fund operations and capital improvement needs, while being fair and reasonable.

Objective: Procure the services of a consulting engineer to complete a water and sewer fee analysis and adopt revised fees. This is to be completed in FY19.

Cost: \$40,000

Funding Source: Water Fund 50% and Sewer Fund 50% (\$20,000 from FY18 and \$20,000 from FY19)

Goal: Work in partnership with the Virginia Department of Transportation to improve public safety and quality of life through improvements to Buckmarsh Street (U.S. Route 340) and Main Street (VA Route 7 Business).

Objective: Set a strategy for improvements to East Main Street east of the N&S Railroad crossing that would improve the safety of residents, pedestrians, bicyclists, and drivers.

Cost: TBD

Funding Source: TBD

Objective: Set a strategy for improvements to South Buckmarsh that would improve the safety of residents, pedestrians, bicyclists, and drivers by calming traffic.

Cost: TBD

Funding Source: TBD

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

Attachment 7

Planning and Community Development

Action Items

Set Public Hearing – Text Amendments Related to Craft Beverage Manufacturing

Virginia Commission for the Arts Creative Communities Partnership Grant (formerly Local Government Challenge Grant)

February 13, 2018

Planning Commission

The Planning Commission Organizational meeting was held on Tuesday, January 23, 2018 at 7:30pm. Doug Shaffer and Kim Kemp were retained as Chair and Vice Chair, respectively. They held public hearings for proposed text amendments to the Zoning Ordinance concerning “craft beverage manufacturing” including a definition in Article I and allowing the use by Special Permit and by right to Article VI Sections 607 and 609, respectively. A full report on the text amendments is included in this packet. Their next meeting is scheduled for Tuesday, February 27, 2018 at 7:30pm.

Berryville Area Development Authority

The BADA held their organizational meeting on Wednesday, January 24, 2018 at 7:00pm. Allen Kitselman and George Ohrstrom were retained as Chair and Vice Chair, respectively. Members welcomed new BADA member Mary Jo Pellerito. Their next meeting is scheduled for Wednesday, February 28, 2018 at 7:00pm.

Architectural Review Board

The Architectural Review Board did not hold a February meeting. Their next meeting is scheduled for Wednesday, March 7, 2018.

Board of Zoning Appeals

The Board of Zoning Appeals has not held a meeting since the last Council meeting.

BERRYVILLE TOWN COUNCIL

**Set Public Hearings – Text Amendments Relating to Craft Beverage Manufacturing
February 13, 2018**

The Berryville Planning Commission initiated text amendments to Articles I and VI related to “craft beverage manufacturing.” They held public hearings at their January meeting and are recommending that Council adopt the draft ordinances as presented by adoption of the following resolution:

A RESOLUTION: Amendments to Article I, Definitions and Article VI, Sections 607 and 609 of the Berryville Zoning Ordinance establishing a definition for “craft beverage manufacturing” as a use by Special Permit and in the C-1 Commercial and a use by right in the L-1 Industrial zoning district.

WHEREAS, the craft beverage industry has shown significant growth nationally and locally; and

WHEREAS, the craft beverage industry has been identified as an important component to the tourism industry in the Commonwealth; and

WHEREAS, increased interest in this type of business in Berryville has occurred in the past year; and

WHEREAS, Berryville residents and visitors would benefit from this use through an increased tax base and visitor attraction; and

WHEREAS, the Planning Commission of the Town of Berryville supports the craft beverage manufacturing use in the C-1 Commercial zoning district as a use by Special Permit and in the L-1 Industrial zoning district as a use by right; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the Town of Berryville, Virginia hereby initiates text amendments to establish a definition for “craft beverage manufacturing” and allowing this use in the C-1 Commercial and L-1 Industrial zoning districts.

Passed this 23rd day of January 2018.

General Information

Several property owners, potential and current business owners, and developers have contacted staff to discuss “craft beverage manufacturing” in the Town of Berryville. The craft beverage industry, which includes various types of small-scale producers, has seen considerable growth in recent years in Virginia and nationwide. While craft breweries

and wineries are currently the most prevalent type of producers in the region, craft cider and mead producers, and distilleries are also considered with these amendments.

The Virginia Department of Alcoholic Beverage Control (ABC) issues various licenses to alcohol production facilities based on the type and production level of the respective establishment. The ABC licenses that are most relevant to these amendments are “brewery,” “winery,” and “distillery” licenses. Please note that “farm breweries” and “farm wineries” are licensed separately as production facilities operating on agriculturally zoned property and not the subject of these amendments. There are currently three wineries in the County and one cidery that manufactures in the Town of Berryville.

A number of surrounding jurisdictions, including Loudoun and Prince William counties and the Town of Herndon, define craft beverage production facilities as a specific use in their zoning ordinance. Current zoning provisions in Berryville allow craft beverage manufacturing in the L-1 zoning district under Section 609.2(e) which allows for the “production, processing, assembly, manufacturing...of materials, goods or products which conform to applicable Federal, State and local environmental performance standards.” While this section provides for production of craft beverage, it does not allow for tasting rooms, food service, or any other accessory uses that are currently components of many craft beverage production facilities.

Section 609.2(e) of the Berryville Zoning Ordinance allows microbreweries, wineries, and cideries in conjunction with restaurant uses with an approved Special Use Permit in the L-1 Industrial District.

Impacts to the Town’s water and sanitary sewer systems for manufacturing uses are vetted at the time of Site Plan review. Water needs for certain uses are reviewed by Utility and Planning staff and consulting engineers. Sanitary sewer usage is closely monitored by Utility staff and also reviewed during the Site Plan process. The Town requires that a Material Safety Data Sheet (MSDS) be completed and approved to track items that may enter the collection system and adversely affect the plant. Pre-treatment of wastewater may be required by the Town.

Proposed Amendments

Definition

After discussion at their November meeting, Planning Commissioners recommend the creation of a definition for “craft beverage manufacturing.” Commissioners reviewed an initial draft presented by staff and recommended increased production amounts and an increase to the floor area that may be used for a tasting area. These figures are reflected in the following draft definition.

Production

The maximum production figures identified are based on levels of ABC licensure. Beer production is measured in barrels while wine, cider, mead, and distilled spirits are measured by gallon. There are 31.5 US gallons per barrel. The lowest ABC brewery license allows up to 500 barrels of beer production annually, however Planning Commissioners recognized that this is a very limited level of production. Ordinances reviewed in the development of this definition range from 5,000 to 15,000 barrels of beer and 5,000 to 36,000 gallons of distilled spirits per calendar year.

Tasting Rooms

Tasting rooms are an essential component to these types of establishments. Tasting rooms would feature only those products produced on-site. While off-street parking may dictate the size of the tasting room, there should be a discussion at the meeting concerning maximum floor area for this use. Ordinances reviewed by staff identified from 30% to 49% gross floor area. Numbers proposed in the draft definition should be discussed by Planning Commission at the meeting.

Retail

Associated retail items are also a component of a craft beverage manufacturing facility. These items may include glassware, branded clothing, or other licensed apparel. As retail uses are currently permitted in the C-1 zoning district, the referenced retail in the definition would apply to the L-1 Industrial district only.

Parking

For parking in the L-1 Zoning District, Planning Commissioners recommend that the square footage allotted to the specific use shall apply per Section 305 of the Berryville Zoning Ordinance. The manufacturing component would require one space for each employee on the maximum work shift plus space to accommodate all trucks and other vehicles used in connection therewith per Section 305.19. The area identified for a tasting room would reflect the requirement for eating establishments under Section 305.17 which requires one space per 100 square feet of floor area.

Outdoor Storage

Outdoor storage is currently addressed in the C-1 and L-1 zoning districts. The C-1 district, regulated under Section 607 of the Berryville Zoning Ordinance, addresses Storage of Materials and Refuse under item 607.10. As production waste from these facilities often produces odors and attract vermin, Planning Commissioners recommend that all materials used in the production process be stored in an enclosed structure. Non-production outdoor storage shall be identified on a Site Plan and shall be screened from public view per existing zoning requirements.

Proposed Definition Article I

The following definition has been recommended by the Planning Commission to be established in Article I Definitions of the Berryville Zoning Ordinance:

***Craft beverage manufacturing:** A facility, licensed in accordance with §4.1 of the Code of Virginia, as amended, in which beer, wine, cider, mead, distilled spirits, or other similar beverages are brewed, fermented, or distilled in quantities not to exceed 10,000 barrels of beer, or 10,000 gallons of distilled spirits, wine, cider, or mead annually. Accessory uses shall include tasting rooms at which the consumption of beer or distilled spirits manufactured on-site occurs, accessory food sales occur, and beer and/or distilled spirits manufactured on-site are sold. Tasting rooms shall not exceed 49% of the gross floor area. Retail sales permitted as an accessory use in the L-1 Industrial Zoning District shall be limited to 10% of the gross floor area of the establishment. Parking shall be provided in accordance with the requirements for manufacturing as set forth in Section 305.19 and 305.17 of the Berryville Zoning Ordinance based on square footage of manufacturing and eating establishment use, respectively. Storage of materials used in the production process shall only be permitted within a completely enclosed structure. All other outdoor storage shall be identified on an approved Site Plan and be completely screened from public view.*

Proposed C-1 Zoning Amendment

The purpose and intent of Section 607 C-1 Commercial District is to provide selected locations in the Town for light commercial activities that do not adversely impact adjoining residential neighborhoods. C-1 zoning is currently applied on East Main Street east Cattleman's Lane and the 300 block of North Buckmarsh Street. While a number of residential structures are located in these areas, there are also a number of properties that would be appropriate for this type of use. East Main Street is included in Town Code Section 16-9 Tourism Zone Incentives as identified on the Community Business Tourism Zone Map.

Proposed language in Section 607.3 in red:

- 607.3** SPECIAL PERMIT USES
(12/00)
- (a) Broadcast studios
 - (b) Business services and supply establishments
 - (c) Car wash
 - (d) Commercial recreational establishments
 - (e) Drive-in banking facilities **(10/94)**
 - (f) Fast-food restaurants
 - (g) Hardware stores
 - (h) Laundromats
 - (i) Movie theaters

- (j) Plant nurseries
- (k) Public billiard parlors and pool rooms, bowling alleys, dance halls, health spas and clubs
- (l) Public utilities and related easements, except municipal utilities
- (m) Quick-service stores with unlimited hours of operation
- (n) Residential apartments, as a secondary use to principal structure
- (o) Retail stores over 5,000 square feet for each free-standing business or for each business in a shopping center, not to exceed a maximum of 15,000 square feet for each free-standing business or for each business in a shopping center. **(07/05)**
- (p) Repair service establishments, without outdoor service and/or outdoor storage
- (q) Service stations (without outdoor storage)
- (r) Single-family detached dwellings **(9/96)**
- (s) Schools, public or private
- (t) Three-story buildings
- (u) Veterinary hospitals
- (v) Wood product manufacturing (NAICS 321) except 3211 sawmills and wood preservation **(12/11)**
- (w) Craft beverage manufacturing (00/18)**

Proposed L-1 Zoning Amendment

The purpose and intent of Section 609 L-1 Industrial District is to provide locations within the Town for a broad range of general light-industrial uses, recreational and event venues, infill development, and employment-related businesses operating under well-governed performance standards. L-1 zoning is currently applied on East Main Street, First Street, and Station Road adjacent to the railroad tracks and Cattleman's Lane. This area is included in Town Code Section 16-9 Tourism Zone Incentives as identified on the Community Business Tourism Zone Map.

Proposed language in Section 609.2 in red:

609.2 PERMITTED USES (12/94)

- (a) Auction establishments (indoor only) **(5/95)**
- (b) Business and professional offices **(7/99)**
- (c) Business service, supply and delivery establishments
- (d) Contractor's establishments without outdoor storage
- (e) Establishments for the production, processing, assembly, manufacturing, compounding, cleaning, servicing, testing and repair of materials, goods or products which conform to applicable Federal, State and local environmental performance standards or other standards referenced by the Town as related to (a) air pollution; (b) fire and explosion hazards; (c) radiation hazards; (d) electromagnetic radiation and interference hazards; (e) liquid and solid wastes hazards; (f) noise and odor standards; and (g) vibration standards.

- (f) Existing or expansion of existing industrial uses in operation as of the date of adoption of this Ordinance which conform to the previous industrial zoning district requirements.
- (g) Farm supply establishments
- (h) Financial institutions
- (i) Indoor mini-storage facilities
- (j) Light manufacturing, fabrication, testing or repair establishments without outdoor storage
- (k) Light warehousing establishments, without outdoor storage
- (l) Light wholesale trade establishments, without outdoor storage
- (m) Printing and publishing establishments
- (n) Private training and vocational schools
- (o) Public utilities (sub-stations, pump stations, transmission/receiving facilities and lines for telecommunications and similar uses, storage tanks, etc.)
- (p) Sheet metal shops
- (q) Small animal veterinary hospitals, exclusive of boarding kennels
- (r) Vehicle and machinery service, and parts sales (“service” including but not limited to internal and external repair, body work, paint, car washes, etc.)
- (s) Welding shops
- (t) Craft beverage manufacturing (00/18)**

Economic Impacts of the Craft Beverage Industry

Craft Beer

(SOURCE: BrewersAssociation.org)

- 52% annual growth in volume among Virginia craft breweries;
- Virginia was 15th in the nation in 2016 for the number of active breweries (164), expected to nearly double within three to five years;
- Virginia was 21st in the nation in per capita beer production;
- 2012 Senate bill 604 allowed retail beer sales on site at breweries, changing the industry in Virginia;
- Virginia Tourism Corporation estimated craft brewing impacted the economy by \$623 million in 2013 (\$21.2 million total) employing 8,163 people; and
- Expansion of regional brewers from other parts of the country (e.g., Devil’s Backbone, New Belgium, Green Flash) to Virginia.

Other Impacts

- Creation of the Shenandoah Spirits Trail, a tourism initiative highlighting craft beverage manufacturers and associated uses in the valley;
- One cidery in Virginia in 2007 up to 19 in 2017 (SOURCE: Washington Post); and
- Significant use of local apples (Virginia ranked sixth in the nation in apple production with approximately 200 million pounds worth approximately \$35 million per year) in the production of cider.

Staff has forwarded this report to peers and producers involved in the craft beverage manufacturing industry and potential business owners for review and comment.

The following items are included in this staff report:

- Current Section 607 C-1 Commercial of the Berryville Zoning Ordinance;
- Current Section 609 L-1 Industrial of the Berryville Zoning Ordinance;
- Zoning map of the Town of Berryville

Recommendation

Set public hearings for the respective text amendments for the March 13, 2018 Council meeting.

SECTION 607 - C-1 COMMERCIAL DISTRICT

607.1 PURPOSE AND INTENT

The C-1 Commercial District is established to provide selected locations in the Town of Berryville for light commercial activities that do not adversely impact adjoining residential neighborhoods. The C-1 District is intended to accommodate local retail uses at locations compatible with the Berryville Area Master Plan.

607.2 PERMITTED USES

- (12/00)
- (a) Assembly of high-tech components and/or systems (not including manufacturing)
 - (b) Restaurants, exclusive of fast-food restaurants
 - (c) Newspaper office buildings, including printing and publishing facilities incidental to such uses
 - (d) Quick-service stores with limited hours of operation (6:00 a.m. – 10 p.m.).
 - (e) Civic and public benefit organizations
 - (f) Churches and other places of worship
 - (g) Government and other public buildings (including libraries, post offices, police stations, fire stations, and rescue squads)
 - (h) Financial institutions without drive-in facilities
 - (i) Hospitals, nursing, convalescent, or rest homes, in accordance with Section 311
 - (j) Funeral homes
 - (k) Furniture repair
 - (l) Business and professional offices
 - (m) Personal services (including music services, barber and beauty shops, tailor shops)
 - (n) Printing shops
 - (o) Retail stores with a maximum gross floor area of 5,000 square feet for each free-standing business or for each business in a shopping center. **(07/05)**
 - (p) Day care centers **(10/94)**
 - (q) Auction House **(11/02)**

607.3 SPECIAL PERMIT USES

- (12/00)
- (a) Broadcast studios
 - (b) Business services and supply establishments
 - (c) Car wash
 - (d) Commercial recreational establishments
 - (e) Drive-in banking facilities **(10/94)**
 - (f) Fast-food restaurants
 - (g) Hardware stores
 - (h) Laundromats
 - (i) Movie theaters
 - (j) Plant nurseries
 - (k) Public billiard parlors and pool rooms, bowling alleys, dance halls, health spas and clubs
 - (l) Public utilities and related easements, except municipal utilities
 - (m) Quick-service stores with unlimited hours of operation

Section 607 Commercial (C-1) District

- (n) Residential apartments, as a secondary use to principal structure
- (o) Retail stores over 5,000 square feet for each free-standing business or for each business in a shopping center, not to exceed a maximum of 15,000 square feet for each free-standing business or for each business in a shopping center. **(07/05)**
- (p) Repair service establishments, without outdoor service and/or outdoor storage
- (q) Service stations (without outdoor storage)
- (r) Single-family detached dwellings **(9/96)**
- (s) Schools, public or private
- (t) Three-story buildings
- (u) Veterinary hospitals
- (v) Wood product manufacturing (NAICS 321) except 3211 sawmills and wood preservation **(12/11)**
- (w) Craft beverage manufacturing (00/18)**

607.4 MAXIMUM FLOOR AREA RATIO

The maximum floor area ration (FAR)—based on the net developable area of a lot—shall not exceed 0.25.

607.5 MINIMUM DISTRICT SIZE

Minimum district size: 1 acre

607.6 LOT SIZE REQUIREMENTS AND BULK REGULATIONS

- (a) Minimum lot area: 10,000 square feet
- (b) Minimum lot width: 100 feet
- (c) Maximum building height: 40 feet
- (d) Minimum yard requirements
 - (1) Front yard: 30 feet
 - (2) Side yard: 10 feet
 - (3) Rear yard: 30 feet

607.7 OPEN SPACE

- (a) An open space plan and landscape design program shall be submitted with applications for any land use governed by this district.
- (b) Fifteen percent (15%) of the site shall be landscaped open space.

607.8 PARKING AREA REGULATIONS FOR THE C-1 COMMERCIAL DISTRICT

- (a) All parking areas shall be located at least ten (10) feet from any property line except that parking areas may adjoin each other across common C-1 district property lines. Parking areas must be located at least thirty (30) feet from properties in contiguous residential districts.
- (b) All parking areas shall consist of off-street, on-site spaces and shall include designated spaces for the handicapped and elderly.
- (c) Refer to Section 305 for additional off-street parking requirements.

Section 607 Commercial (C-1) District

607.9 LANDSCAPING, BUFFERING AND SETBACK ADJACENT TO RESIDENTIAL AREAS

- (a) Where a lot is contiguous to a property located in any residential district, all buildings shall have a minimum setback of forty (40) feet from common property lines **(5/94)**.
- (b) A landscaped buffer strip of fifteen (15) feet in width shall be provided, with landscape materials and placement subject to final plan approval. This buffer strip may be reduced to ten (10) feet with suitable fencing, but in such cases fence design shall be subject to final plan approval.

607.10 STORAGE OF MATERIALS AND REFUSE

- (a) The outdoor area devoted to storage, loading and display of goods shall be limited to that area so designated on an approved site plan.
- (b) Any establishment involved with the storage of fuel for sale, or for other purposes, shall be permitted only if the fuel is stored underground, except where otherwise permitted under provisions granted and other stipulations required by special use permit by the Town Council.
- (c) All refuse shall be contained in completely enclosed facilities and shall be screened.

607.11 STREET ENTRANCES

- (a) On a corner lot, no street entrance shall be located closer than sixty (60) feet to the curb line extended from the intersecting street.
- (b) (DELETED 4/98)
- (c) A freestanding use shall have no more than two street entrances on any single right-of-way.

607.12 GENERAL REQUIREMENTS

- (a) All uses shall be subject to final site plan approval.
- (b) Refer to Section 306 for off-street loading requirements.
- (c) Refer to Sections 301-304 for general regulations and other provisions which may supplement those cited herein.
- (d) Refer to specific Overlay Zoning Districts, where applicable.

SECTION 609 L-1 INDUSTRIAL DISTRICT

609.1 PURPOSE AND INTENT

The L-1 Industrial District is established to provide locations within the Town of Berryville for a broad range of general light-industrial uses, recreational and event venues, infill development, and employment-related businesses operating under well-governed performance standards. The specific uses permitted within the L-1 District must be in harmony with the cultural and environmental character of the Town of Berryville. No use should be permitted that might be harmful to the adjoining land uses and the residential ambience of the community at large. Adaptive reuse is encouraged in the L-1 District. Outdoor storage and heavy industrial uses are discouraged but may be permitted by special use and environmental performance review. The L-1 District recognizes and is to be applied to existing conforming industry in the Town of Berryville as of the date of adoption of this District. Existing industrial uses shall be considered as satisfying the purpose and intent of the L-1 District, but expansion of existing industrial uses shall conform to the provisions herein. **(08/16)**

609.2 PERMITTED USES (12/94)

- (a) Auction establishments (indoor only) **(5/95)**
- (b) Business and professional offices **(7/99)**
- (c) Business service, supply and delivery establishments
- (d) Contractor's establishments without outdoor storage
- (e) Establishments for the production, processing, assembly, manufacturing, compounding, cleaning, servicing, testing and repair of materials, goods or products which conform to applicable Federal, State and local environmental performance standards or other standards referenced by the Town as related to (a) air pollution; (b) fire and explosion hazards; (c) radiation hazards; (d) electromagnetic radiation and interference hazards; (e) liquid and solid wastes hazards; (f) noise and odor standards; and (g) vibration standards.
- (f) Existing or expansion of existing industrial uses in operation as of the date of adoption of this Ordinance which conform to the previous industrial zoning district requirements.
- (g) Farm supply establishments
- (h) Financial institutions
- (i) Indoor mini-storage facilities
- (j) Light manufacturing, fabrication, testing or repair establishments without outdoor storage
- (k) Light warehousing establishments, without outdoor storage
- (l) Light wholesale trade establishments, without outdoor storage
- (m) Printing and publishing establishments
- (n) Private training and vocational schools
- (o) Public utilities (sub-stations, pump stations, transmission/receiving facilities and lines for telecommunications and similar uses, storage tanks, etc.)
- (p) Sheet metal shops
- (q) Small animal veterinary hospitals, exclusive of boarding kennels
- (r) Vehicle and machinery service, and parts sales ("service" including but not limited to internal and external repair, body work, paint, car washes, etc.)

Section 609 Industrial (L-1) District

- (s) Welding shops
- (t) Craft beverage manufacturing (00/18)**

609.3 SPECIAL PERMIT USES

- (a) All above permitted uses requiring outdoor storage **(10/94)**
- (b) Day care centers **(12/94)**
- (c) Eating establishments including microbreweries, wineries, and distilleries **(05/95, 08/16)**
- (d) Heliports
- (e) Laundry and dry cleaning establishments
- (f) Lumber yards and building materials establishments
- (g) Motor freight terminals
- (h) Retail sales incidental to a manufacturing, production or related use, provided that:
 - a) the gross floor area used for retail purposes (excluding storage) shall not occupy more than five-thousand (5,000) square feet of gross floor area on any one lot, and shall not exceed twenty-five (25) percent of the total floor area for the site; and
 - b) the areas dedicated for retail uses must be indicated on an approved site plan.The provisions of this Section shall not apply to those permitted or special permit uses for which retail sales are a primary activity. **(12/07)**
- (i) Scientific research, development, and training establishments
- (j) Service stations
- (k) Vehicle and machinery sales and rentals
- (l) Recreation, commercial indoor **(06/10)**
- (m) Retreat and conference centers **(08/16)**
- (n) Residential lofts and apartments **(08/16)**
- (o) Wholesale/retail food hubs **(08/16)**
- (p) Commercial kitchens **(08/16)**
- (q) Hotels, motels, and accommodations **(08/16)**

609.4 PROHIBITED USES

The specific uses which follow shall not be permitted in the L-1 District:

- (a) Asphalt mixing plants
- (b) Blast furnaces
- (c) Boiler works
- (d) Bulk storage of flammable materials
- (e) Coal, wood or wood distillation
- (f) Concrete mixing and batching products
- (g) Extraction or mining of rocks and minerals
- (h) Garbage incineration
- (i) Junk yards
- (j) Landfills
- (k) Manufacture of ammonia, chlorine, fertilizer, lime, cement, fireworks, explosives, soaps, acids, pesticides, herbicides or insecticides
- (l) Metal foundries and smelting
- (m) Petroleum, asphalt or related product refining
- (n) Rendering plants
- (o) Slaughterhouses
- (p) Stockyards

Section 609 Industrial (L-1) District

- (q) Tanning and curing of skins
- (r) Any other similar use which in the opinion of the Town Council might be injurious or noxious by reason of odor, fumes, dust, smoke, vibration, noise or other cause

609.5 MAXIMUM LOT COVERAGE

(12/91) The maximum lot coverage—including buildings, streets, parking spaces, driveways, loading areas and all other impervious surfaces—shall not be greater than seventy-five percent (75%) of the area of an L-1 lot.

609.6 MINIMUM DISTRICT SIZE

The minimum district size shall be four (4) acres.

609.7 LOT SIZE REQUIREMENTS AND BULK REGULATIONS

- (a) Minimum lot area: 30,000 square feet
- (b) Minimum lot width: 125 feet
- (c) The maximum building height shall be forty (40) feet, except in particular instances the Town Council may, upon recommendation from the Planning Commission or its agent, modify the maximum building height.
- (d) Minimum yard requirements
 - (1) Front yard: 50 feet
 - (2) Side yard: 25 feet (except where side yard abuts a public right-of-way the side yard shall be 50 feet)
(5/94)
 - (3) Rear yard: 50 feet **(5/94)**

609.8 OPEN SPACE

- (a) An open space plan and landscape design program shall be submitted with applications for any land use governed by this District.
- (b) Twenty five percent (25%) of the site shall be landscaped open space. Landscaping may be limited to setback areas and unused portions.

609.9 PARKING, PARKING ACCESS AND DRIVEWAYS

- (a) No parking space shall be located closer than fifteen (15) feet from any common property line.
- (b) Where lot is contiguous to property located in any district other than the L-1, I, C-1 or C-2 District, no parking space shall be closer than 40 feet from such property line. **(5/94)**
- (c) All parking requirements shall be met by off-street, on-site spaces and shall include designated spaces for the handicapped and elderly.
- (d) Refer to Section 305 for additional off-street parking requirements.

609.10 SETBACK, BUFFERING AND LANDSCAPING

- (a) Where an L-1 lot is contiguous to property located in a district other than an L-1, I, C-1 or C-2 District, all buildings shall have a minimum 60-foot setback from lot lines. In particular instances the Town Council may waive the 60-foot setback requirement, upon recommendation from the Planning Commission. **(5/94)**
- (b) Where an L-1 lot is contiguous to property located in a district other than an L-1, I, C-1 or C-2 District, a landscaped buffer strip of 30 feet in width shall be provided,

Section 609 Industrial (L-1) District

with landscape materials and placement subject to final plan approval. Where contiguous to a C-1 or C-2 District property, the landscaped buffer strip shall be 15 feet. Approved fencing or additional buffering may be used in lieu of landscaping.
(5/94)

609.11 STORAGE OF GOODS, MATERIALS, FUEL AND REFUSE

- (a) The outdoor area devoted to storage, loading and display of goods shall be limited to that area so designated on an approved site plan.
- (b) All equipment and materials shall be contained entirely within a building or screened from public rights-of-way and contiguous properties that are in land uses other than industrial in nature.
- (c) Any establishment involved with the storage of fuel for sale, or for other purposes, shall be permitted only if the fuel is stored underground, except where otherwise permitted under provisions granted and stipulations required by the Town Council.
- (d) All refuse shall be contained in completely enclosed facilities and shall be screened.

609.12 STREET ENTRANCES

- (a) On a corner lot, no street entrance shall be located closer than 60-feet to the curb line extended from the intersecting street. This distance may be increased with respect to the types and turning radii of vehicles using the site.
- (b) No street entrance shall be located closer than 30 feet to a side or rear lot line, unless a common street entrance serves adjacent uses, and in no instance shall the distance between separate street entrances serving adjacent uses be less than 60 feet. The maximum width of such street entrances shall not exceed thirty feet (30').
- (c) A freestanding use shall have no more than two street entrances on any single right-of-way, and such street entrances shall have a minimum distance of 90 feet between them.

609.13 SITE PLAN REQUIREMENTS AND PERFORMANCE STANDARDS

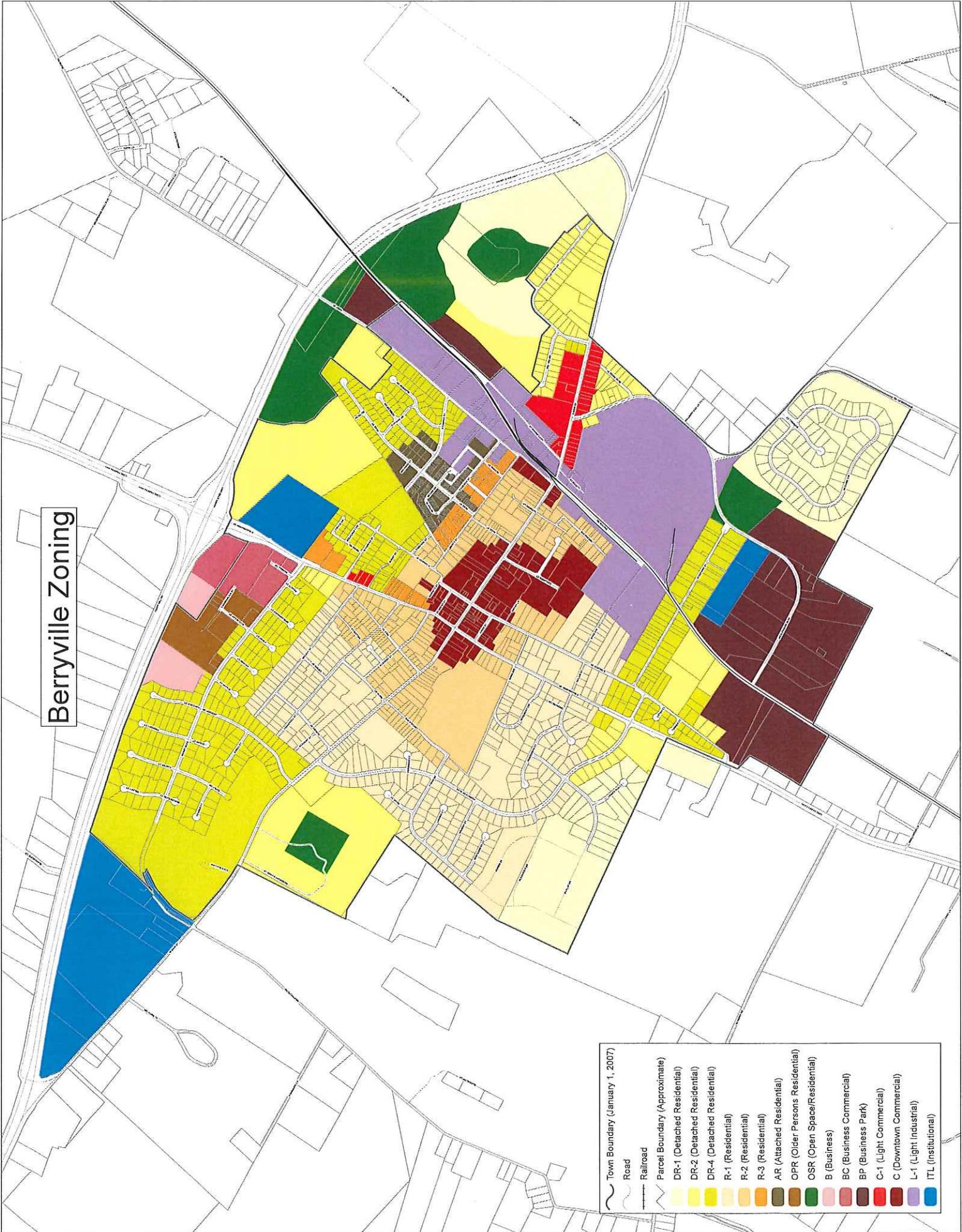
- (a) All uses shall be subject to final site plan approval.
- (b) Any L-1 District land use application which is not in strict compliance with the pre-existing approved master site plan and preliminary plat for the district shall require an amendment to that master site plan and preliminary plat prior to site plan approval of the specific use.
- (c) Master site plans and preliminary plats for L-1 Districts shall include provisions for:
 - (1) adequate public facilities;
 - (2) development phasing;
 - (3) stormwater management facilities to address the ultimate development coverage within the district;
 - (4) lighting and signing; and
 - (5) other special features and land use considerations deemed necessary to serve the industrial district.
- (d) Applications for all uses subject to special use permits shall be accompanied by a report indicating the compliance with and use compatibility issues related to the Town's applicable performance standards.

Section 609 Industrial (L-1) District

609.14 ADDITIONAL REQUIREMENTS

- (a) Public Streets within the L-1 District shall be constructed to industrial road standards as determined by the Town Council or its agent. Sidewalks may be required on one or both sides of the street.
- (b) Common property ownership agreements and covenants for L-1 District developments shall be reviewed and approved by the Town Council or its agent.
- (c) Refer to Section 306 for off-street loading requirements.
- (d) Refer to Sections 301-304 for general regulations and other provisions which may supplement those cited herein.
- (e) Refer to specific Overlay Zoning districts, where applicable.

Berryville Zoning



BERRYVILLE TOWN COUNCIL

Virginia Commission for the Arts Creative Communities Partnership Grant (formerly Local Government Challenge Grant)

February 13, 2018

The Town of Berryville has been awarded a Local Government Challenge matching grant from the Virginia Commission for the Arts for the past six years. The grant, now called the Creative Communities Partnership Grant and offering up to \$4,500, is a match to local government's funding of arts organizations. The match has previously been made from a portion of Berryville Main Street's annual funding from the Town of Berryville.

100% of these funds have been given to Berryville Main Street in support of the Fire House Gallery and related programming in previous grant cycles. The organization wishes to partner with the Town again in 2018.

Following is general information about the Creative Communities Partnership Grant:

Purpose

To encourage local governments to support the arts.

Description

The Commission will match, up to \$4,500, subject to funds available, tax monies given by independent town, city, and county governments to arts organizations. The money, which does not include school arts budgets or arts programming by parks and recreation departments, may be granted either by a local arts commission/council or directly by the governing board.

Eligible Applicants

Independent city, town, or county governments in Virginia.

Eligible Activities

Grants to independent arts organizations for arts activities in the locality. The Commission does not match payments paid to performers for specific performances. Local governments seeking such funding should apply in the Performing Arts Touring Assistance Program.

Deadline

For the first time, the Virginia Commission for the Arts is accepting grant applications online. The application is due on April 2, 2018 to be considered for the next grant cycle.

Amount of Assistance

Up to \$4,500, subject to funds available. Local government match must be from local government funds; federal funds may not be included.

Criteria for Evaluating Applications

- Artistic quality of the organizations supported by the city/county/town
- Clearly defined policies and procedures for awarding local funds to arts organizations
- Degree of involvement of artists and arts organizations in the local process of awarding grants
- Community impact including number of participants, duration of program, and other public and private sector involvement
- Description of ongoing local government support for arts and programs and funding

Staff is working with Berryville Main Street staff and board members to complete the application. They will be submitting a letter of interest which will identify arts-related activities conducted by the organization through the Fire House Gallery and opportunities for artists in the incubator spaces.

Recommendation

Direct staff to complete and submit the application to the Virginia Commission for the Arts. A motion follows this report.

BERRYVILLE TOWN COUNCIL

**MOTION TO APPLY FOR VIRGINIA COMMISSION FOR THE ARTS
CREATIVE COMMUNITIES PARTNERSHIP GRANT APPLICATION**

Date: February 13, 2018

Motion By:

Second By:

I move that the Council of the Town of Berryville authorize the Town Manager to sign and submit the application for the Virginia Commission for the Arts' Creative Communities Partnership Grant identifying Berryville Main Street as the recipient. Matching grant funds shall be appropriated from the Town's annual contribution to Berryville Main Street.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

Attachment 8

THIS LEASE, dated the _____ day of _____, 2018,
by and between the TOWN OF BERRYVILLE, VIRGINIA, hereinafter called
the Lessor, and DOWNTOWN BERRYVILLE, INC., a Virginia nonstock
corporation, dba Berryville Main Street, hereinafter called the Lessee.

W I T N E S S E T H:

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

1. DESCRIPTION:

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

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

2. TERM:

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

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

3. RENT:

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

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

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

4. SECURITY DEPOSIT:

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

5. ASSIGNMENT:

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

B. The Lessee may, without prior written consent of the Lessor, sublet second floor space to businesses for the purpose of business incubation and development, provided that no such business may lease space for more than twenty-four (24) months.

6. USE:

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

7. UTILITIES:

Lessee shall be responsible for all utility services to the premises including, but not limited to, electric, phone, cable, and water and sewer.

Lessee shall also pay all charges for heating oil.

8. REPAIRS BY LESSOR:

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

(1) Keep the outer walls in proper and substantial repair;

(2) Keep the roof in proper and substantial repair;

(3) Make necessary major repairs (repairs in excess of \$500.00 each) to the heating and air conditioning systems.

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

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

9. OPERATION/REPAIR/MAINTENANCE BY LESSEE:

In regard to the use and occupancy of the premises, Lessee shall (i) maintain the premises in good condition; (ii) except such repairs as is the responsibility of the Lessor as set forth above, make all necessary repairs to the premises, including, without limitation, plumbing repairs and minor repairs

(repairs up to \$500.00 each) to the heating and air conditioning systems; provided, however, the cost of necessary repairs paid by Lessee in excess of \$1,000.00 per lease year shall be reimbursed by Lessor if prior written approval for the repairs was given by Lessor; (iii) be responsible for prompt snow and ice removal from the sidewalk in front of the premises; and the leased parking area; (iv) keep the inside and outside of all glass in the doors and windows of the premises clean; (v) keep all exterior store front surfaces of the premises clean; (vi) replace promptly, at Lessee's expense, any cracked or broken plate or window glass of the premises with glass of like kind and quality; (vii) maintain the premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (viii) keep any garbage, trash, rubbish or refuse in closed containers; (ix) repair promptly at its expense any damage to the premises caused by bringing into the premises any property for Lessee's use, or by the installation or removal of such property, or caused by any act or omission of Lessee, their agents, employees, contractors or invitees; (x) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the premises; (xi) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect; and (xii) conduct Lessee's business in all respects in a dignified manner.

10. EXTERIOR DESIGN AND SIGNS:

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

11. ALTERATIONS AND IMPROVEMENTS BY LESSEE:

A. Lessee, prior to making any improvements or alterations to the premises, shall submit to the Lessor plans and specifications for such work (the "Construction Documents"), including, but not limited to, all electrical, plumbing, mechanical, and architectural plans and specifications. Lessor shall review the Construction Documents submitted by the Lessee, and, if same are approved by Lessor, Lessee shall submit such Construction Documents to the appropriate governmental agencies together with an application for all permits and licenses necessary to commence such

construction work. Lessor shall not be liable for any delay in obtaining such permits or licenses. The cost of any such permits or licenses shall be the responsibility of Lessee. Lessee shall be entitled to commence work in the premises upon receipt of all necessary permits and licenses.

B. In the event the Construction Documents submitted by Lessee are not acceptable to the Lessor or the appropriate governmental agencies for any reason, Lessor and Lessee shall cooperate in revising such Construction Documents to a point where they will be acceptable to Lessor and the appropriate governmental agency.

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

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

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

- (1) Obtain Lessor's written approval of the Construction Documents as set forth above;
- (2) Have in its possession the permits and licenses necessary for the improvement work;

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

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

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

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

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

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

C. In the event Lessee shall fail to perform the improvement work in accordance with the rules and regulations of Lessor, Lessor shall have the right to either (a) perform the obligation which Lessee

have failed to perform, or (b) repair any damage caused by Lessee's failure to comply, including, without limitation, the correction of any deviation from the Construction Documents and the correction of any defects, and Lessee shall pay to Lessor on demand, all of Lessor's costs associated therewith. Lessee shall be responsible and liable for any and all damage to the premises caused either directly or indirectly by Lessee's construction activities.

13. DEFAULT:

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

and the Lessee agrees to pay any deficiency which may arise.

B. Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any breach of this Lease and for any costs or expenses, including attorneys fees, incurred by Lessor in enforcing the terms of this Lease, or in pursuing any legal action for the enforcement of Lessor's rights.

14. LIABILITY:

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

15. INDEMNITY:

Lessee shall indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any

law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements thereon, for property owned by or work done by Lessee.

16. DAMAGE OR DESTRUCTION:

If the demised premises shall, without fault of Lessee, be destroyed or be so damaged as to become wholly or partially untenable by fire or by providential means, then, if the Lessor shall elect to rebuilt or repair, this Lease shall remain in force and Lessor shall rebuild or repair the premises within a reasonable time after such election, putting premises in as good condition as they were at time of destruction or damage, and for that purpose they may enter said premises, and rent shall abate during time the premises are untenable; but if Lessor does not elect as aforesaid to rebuild or repair, then Lessor shall have possession of the premises hereby let, and Lessee shall deliver and surrender to Lessor such possession, and this Lease shall become void and the term hereby created end; and on such delivery and surrender being made or on the recovery of said premises by Lessor the Lessee shall receive a prorate refund of prepaid rent, or the obligation to pay rent shall cease, as applicable.

17. INSPECTION AND ACCESS:

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

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

18. INSURANCE:

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

Commercial General Liability:

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

Workers Compensation as required by Code of Virginia.

B. Lessee shall have the aforesaid insurance coverage

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

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

19. ENTIRE AGREEMENT:

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

20. CONSTRUCTION OF THE LEASE:

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

21. COMPUTATION OF TIME:

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

22. BINDING:

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

23. RIGHT TO RE-LEASE:

If the demised premises is to be available for lease by Lessor at the expiration of the six (6) year term of this Lease, or at the expiration of any subsequent one-year term, the Lessor shall give the Lessee the first right to re-lease the premises for a term of one (1) year, upon the same conditions, except the amount of rent, as contained in this Lease. If Lessee should desire to re-lease the premises at the expiration of the six (6) year term or any subsequent one-year term, Lessee shall so notify the Lessor in writing at least ninety (90) days prior to the expiration of term, and upon being so notified the Lessor shall inform the Lessee in writing at least sixty (60) days prior to the expiration of said term of the amount of rent for the new term. The Lessee shall then notify the Lessor in writing at least thirty (30) days prior to the expiration of said term as to whether or not the Lessee will elect to re-lease the premises.

24. NOTICES:

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

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

If to Lessor:

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

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

TOWN OF BERRYVILLE, VIRGINIA, Lessor

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

DOWNTOWN BERRYVILLE, INC, Lessee

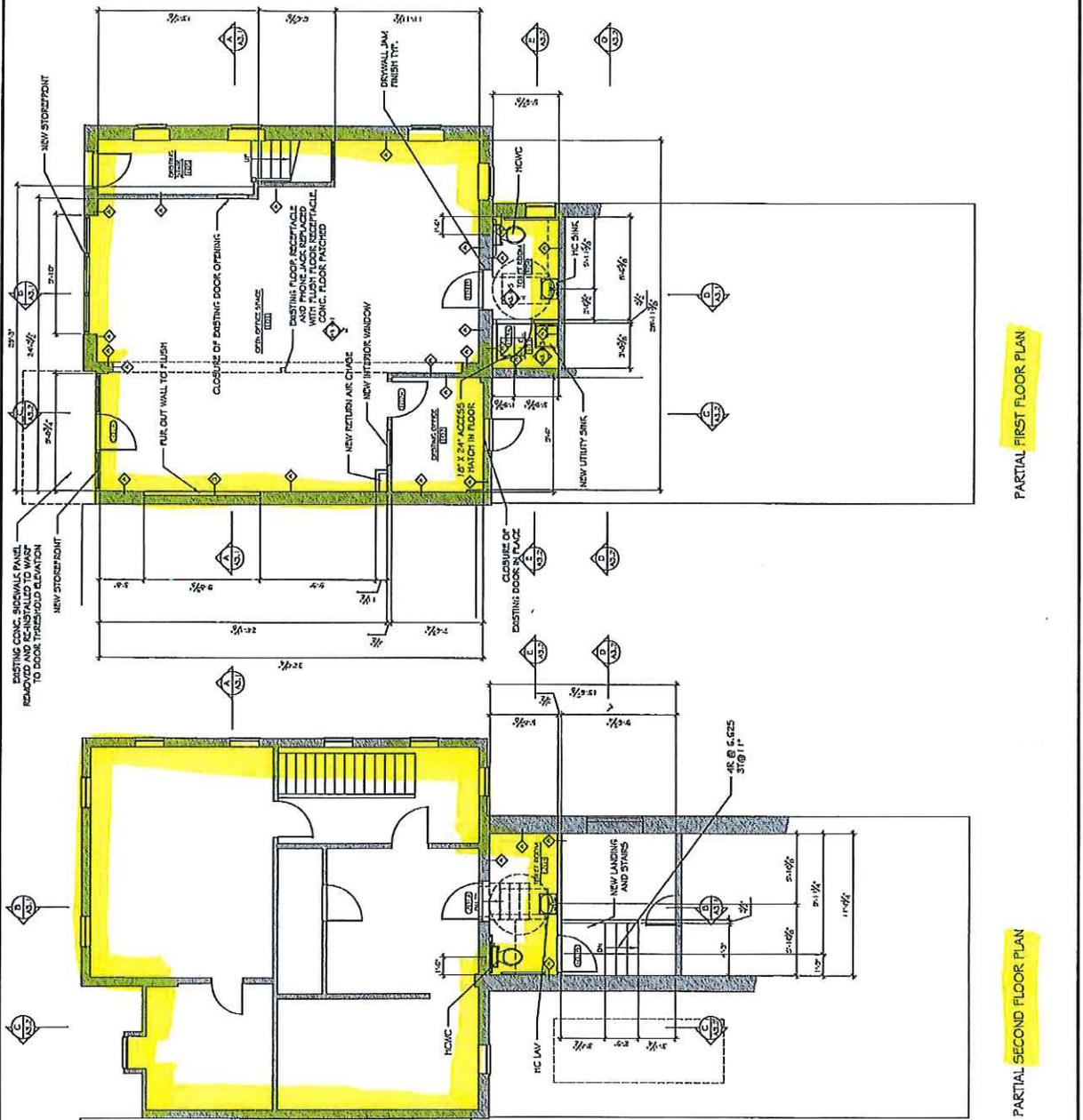
BY: _____(SEAL)

(Printed Name) (Position)

EXHIBIT A

NO. 24	REVISIONS		Berryville Main Street Office & The Fire House Gallery 23 B. Main Street - Berryville, Virginia	MSA MAIN STREET ARCHITECTURE, P.C. 1000 WEST MAIN STREET BERRYVILLE, VIRGINIA 22111 (540) 836-1111 WWW.MSAVA.COM	DATE	PROJECT	SCALE	DATE	BY	APP.		

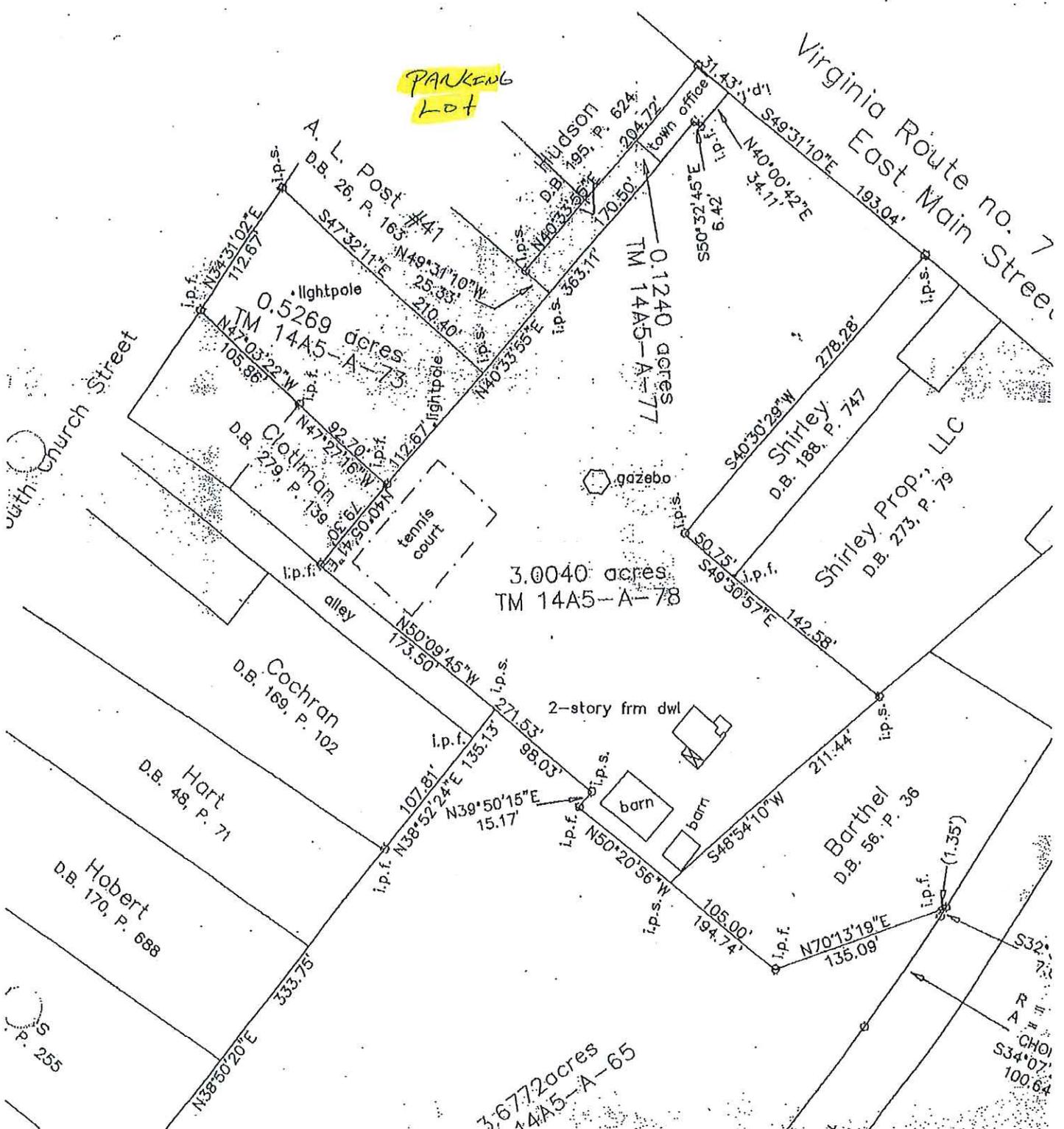
SCHEMATIC NOT FOR CONSTRUCTION



PARTIAL FIRST FLOOR PLAN

PARTIAL SECOND FLOOR PLAN

EXHIBIT B



BERRYVILLE TOWN COUNCIL

MOTION TO APPROVE LEASE FOR 23 E MAIN STREET

Date: February 13, 2018

Motion By:

Second By:

I move that the Council of the Town of Berryville approve the lease agreement for 23 East Main Street, Berryville, VA 22611 authorizing the Town Manager to finalize details of the lease and further authorizing the Town Manager to execute the lease on behalf of the Town Council.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

Attachment 9

THIS LEASE, dated the _____ day of _____, 2018, by and between the TOWN OF BERRYVILLE, VIRGINIA, hereinafter called the Lessor, and THE BARNES OF ROSE HILL, INC., a Virginia nonstock corporation, hereinafter called the Lessee.

WITNESSETH:

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

1. DESCRIPTION:

The premises herein leased is the building with an address of 36 Smithy Lane in the Town of Berryville, Virginia, together with an area surrounding the building as more particularly described on attached Exhibit A, and also together with non-exclusive access from Smithy Lane as generally shown on attached Exhibit A.

2. TERM:

The term of this lease shall be for six (6) years, beginning on the 1st day of March, 2018, and ending on the 29th day of February, 2024.

3. RENT:

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

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

C. If any monthly rental payment is made after the fifth (5th) day of the month but by the tenth (10th) day of the month, a penalty equal to five percent (5%) of the rental amount shall be due and payable to Lessor in addition to the rental payment. If any monthly rental payment is not made by the tenth (10th) day of the month, a penalty equal to ten percent (10%) of the rental amount shall be due and payable to Lessor in addition to the rental payment. If any monthly rental payment is not paid within thirty (30) days of the due date, the rental amount and penalty amount shall carry interest at ten percent (10%) per annum from the tenth (10th) day of the month in which the rental payment was due, and, in addition, the Lessor shall have the remedies set forth in Paragraph 14 of this Lease.

4. SECURITY DEPOSIT:

No security deposit shall be required under this lease.

5. ASSIGNMENT:

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

6. USE:

It is expressly agreed that this lease is executed in order that the Lessee may use the premises for offices and/or a residence for an "artist in residence", and the property shall not be put to any other use without the written consent of the Lessor. In any event, no dogs, cats, or other animals shall be kept in or about the leased property by Lessee or Lessee's subtenants or guests.

7. UTILITIES:

The Lessee shall be responsible for the payment of all utility services to the premises including, but not limited to electric, phone, cable, and water and sewer.

8. REPAIRS BY LESSOR:

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

- (1) Keep the outer walls in proper and substantial

repair;

(2) Keep the roof in proper and substantial repair;

(3) Make necessary major repairs (repairs in excess of \$500.00 each) to the heating and air conditioning systems.

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

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

9. OPERATION/REPAIR/MAINTENANCE BY LESSEE:

In regard to the use and occupancy of the premises, Lessee shall (i) maintain the premises in good condition; (ii) except such repairs as is the responsibility of the Lessor as set forth above, make all necessary repairs to the premises, including, without limitation, plumbing repairs and minor repairs (repairs up to \$500.00 each) to the heating and air conditioning systems; provided, however, the cost of necessary repairs paid by Lessee in excess of \$1,000.00 per lease year shall be reimbursed by Lessor if prior written approval for the repairs was given by Lessor; (iii) replace promptly, at Lessee's expense, any cracked or broken plate or window glass of the premises with glass of like kind and quality; (iv) maintain the premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (v) keep any garbage, trash, rubbish or refuse in closed containers; (vi) repair promptly at its expense any damage to the premises caused by bringing into the premises any property for Lessee's use, or by the installation or removal of such property, or caused by any act or omission of Lessee, their agents, employees, contractors or invitees; and (vii) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect.

10. EXTERIOR DESIGN AND SIGNS:

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

11. ALTERATIONS AND IMPROVEMENTS:

A. Lessee, prior to making any initial improvements or subsequent alterations to the premises, shall submit to Landlord plans and specifications for such work (the "Construction Documents"), including, but not limited to, all electrical, plumbing, mechanical, and architectural plans and specifications. Lessor shall review the Construction Documents submitted by Lessee, and, if same are approved by Lessor, Lessee shall submit such Construction Documents to the appropriate governmental agencies together with an application for all permits and licenses necessary to commence such

construction work. Lessor shall not be liable for any delay in obtaining such permits or licenses. The cost of any such permits or licenses shall be the responsibility of Lessee. Lessee shall be entitled to commence work in the premises upon receipt of all necessary permits and licenses.

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

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

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

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

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

(2) Have in its possession the permits and licenses

necessary for the improvement work.

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

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

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

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

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

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

C. In the event Lessee shall fail to perform the improvement work in accordance with the rules and regulations of Lessor, Lessor

shall have the right to either (a) perform the obligation which Lessee have failed to perform, or (b) repair any damage caused by Lessee's failure to comply, including, without limitation, the correction of any deviation from the Construction Documents and the correction of any defects, and Lessee shall pay to Lessor on demand, all of Lessor's costs associated therewith. Lessee shall be responsible and liable for any and all damage to the premises caused either directly or indirectly by Lessee's construction activities.

13. DEFAULT:

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

unfulfilled on the part of the Lessee, and then to the payment of any rent due or to become due under the terms of this lease, with interest, and the Lessee agrees to pay any deficiency which may arise.

B. Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any breach of this Lease and for any costs or expenses, including attorney's fees, incurred by Lessor in enforcing the terms of this Lease, or in pursuing any legal action for the enforcement of Lessor's rights.

14. LIABILITY:

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

15. INDEMNITY:

Lessee shall indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any

person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises not caused by Lessor or Lessor's breach of this lease, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements thereon for property owned by or work done by Lessee.

16. DAMAGE OR DESTRUCTION:

If the demised premises shall, without fault of Lessee, be destroyed or be so damaged as to become wholly or partially untenable by fire or by providential means, then, if the Lessor shall elect to rebuilt or repair, this Lease shall remain in force and Lessor shall rebuild or repair the premises within a reasonable time after such election, putting premises in as good condition as they were at time of destruction or damage, and for that purpose they may enter said premises, and rent shall abate during time the premises are untenable; but if Lessor does not elect as aforesaid to rebuild or repair, then Lessor shall have possession of the premises hereby let, and Lessee shall deliver and surrender to Lessor such possession, and this Lease shall become void and the term hereby created end; and on such delivery and surrender being made or on the recovery of

said premises by Lessor the Lessee shall receive a pro rata refund of prepaid rent, or the obligation to pay rent shall cease, as applicable.

17. INSPECTION AND ACCESS:

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

18. INSURANCE:

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

Commercial General Liability:

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

Workers Compensation as required by the Code of Virginia.

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

19. ENTIRE AGREEMENT:

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

20. CONSTRUCTION OF THE LEASE:

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

21. COMPUTATION OF TIME:

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

22. BINDING:

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

23. RIGHT TO RE-LEASE:

If the demised premises is to be available for lease by Lessor at the expiration of the six (6) year term of this Lease, or at the expiration of any subsequent one-year term, the Lessor shall give the Lessee the first right to re-lease the premises for a term of one (1) year, upon the same conditions, except the amount of rent, as contained in this Lease. If Lessee should desire to re-lease

the premises at the expiration of the six (6) year term or any subsequent one-year term, Lessee shall so notify the Lessor in writing at least ninety (90) days prior to the expiration of the term, and upon being so notified the Lessor shall inform the Lessee in writing at least sixty (60) days prior to the expiration of said term of the amount of rent for the new term. The Lessee shall then notify the Lessor in writing at least thirty (30) days prior to the expiration of said term as to whether or not the Lessee will elect to re-lease the premises. Notwithstanding the foregoing, the Lessee's right to re-lease the premises shall be limited to three (3) one-year renewal terms.

24. NOTICES:

All notices, demands, or other communications that may be necessary or proper hereunder shall be deemed duly given if personally delivered, sent via certified mail, return receipt requested, or sent overnight courier service, such as Federal Express, UPS, or Airborne, addressed respectively as follows:

If to Lessor:

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

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

TOWN OF BERRYVILLE, VIRGINIA, Lessor

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

THE BARNES OF ROSE HILL, INC, Lessee

BY: _____(SEAL)

(Printed Name) (Position)

BERRYVILLE TOWN COUNCIL

MOTION TO APPROVE LEASE FOR 36 SMITHY LANE

Date: February 13, 2018

Motion By:

Second By:

I move that the Council of the Town of Berryville approve the lease agreement for 36 Smithy Lane, Berryville, VA 22611 authorizing the Town Manager to finalize details of the lease and further authorizing the Town Manager to execute the lease on behalf of the Town Council.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

Attachment 10

AGREEMENT
FOR USE OF THE JOHN RIXEY MOORE PARKING LOT
FOR A FARMERS MARKET

This Agreement is made and entered into this ____ day of _____, 2018, between the Town of Berryville, a political subdivision of the Commonwealth of Virginia and a Virginia municipal corporation (the "Town") and the Clarke County Farmers Market Association, a non-profit 501-(c)- 6 organization (the "CCFMA").

RECITALS:

WHEREAS, the Town owns a property located at 100 South Church Street, also identified as Clarke County Tax Map Parcel 14A5-((A))-73 (the "Property"); and

WHEREAS, the Property, which was donated to the Town of Berryville in memory of John Rixey Moore, has been developed as a municipal parking lot; and

WHEREAS, the Town has for many years permitted the CCFMA to use the Property as the site of the Clarke County Farmers Market ("Farmers Market"); and

WHEREAS, the Town recognizes and appreciates the benefits that accrue to local residents and businesses from the operation of the Farmers Market; and

WHEREAS, the CCFMA recognizes and appreciates the Town's willingness to permit use Property at no cost; and

WHEREAS, the Town and the CCFMA desire to formalize the terms and conditions under which the Property can be used for the Farmers Market;

NOW, THEREFORE, the Town and CCFMA agree that CCFMA may utilize the Property for the purpose of operating the Farmers Market in accordance with the following provisions:

1. The CCFMA may, on each Saturday from May 1 to October 31 of a given year, have use of the Property for a Farmers Market between the hours of 5 am and 2 pm; provided that, the Town reserves the right to utilize the Property for municipal purposes at any time, including scheduled Farmers Market hours, upon the Town's determination that the Property must be used for municipal purposes necessitated by an emergency or other unusual circumstance.

2. Permission for the CCFMA to extend hours for special events may be granted by the Town. Requests for extended hours must be forwarded to the Town Manager no less than thirty (30) days before the planned event. Approval, conditional approval, or denial of the request will be issued in writing by the Town Manager not less than fifteen (15) days before the planned event.
3. No event or operations may extend onto the Rose Hill Park property without prior written permission from the Town. No commercial operations may occur on Rose Hill Park property.
4. The CCFMA shall operate the Farmers Market as a not-for profit operation consistent with its articles of incorporation and bylaws and shall perform its duties in the operation of the Farmers Market in a businesslike and professional manner for the benefit of farmers, producers, consumers, and the community as a whole.
5. The CCFMA shall be responsible for requiring that all individuals and groups utilizing the Farmers Market abide by its rules and regulations and shall be responsible for the enforcement of such rules and regulations. The General Manager or Market Manager, or designee, serving as the individual to which authority is given for the administration and management of the day to day activities of the Farmers Market, shall be responsible for enforcement of the CCFMA's rules and regulations.
6. The CCFMA shall be responsible for adequate cleanup of the property after each day the Farmers Market operates. Said cleanup shall include the removal of all litter, trash, refuse, recyclables, and the like.
7. The Town grants the CCFMA exclusive use of the property during the times identified in Section 1 of the Agreement, provided that the pedestrian access for the general public across the Property to Rose Hill Park is reserved by the Town and may not be restricted or impeded by the CCFMA.
8. The CCFMA may, at its own expense, erect a permanent sign on the Property; provided that such sign is approved in advance by the Town Architectural Review Board and Zoning Administrator. Temporary signs may be erected in accordance with the Town of Berryville Zoning Ordinance.
9. The CCFMA shall be responsible for enforcement of parking restrictions on the Property while it has exclusive use.
10. The CCFMA may utilize existing electrical service on the Property, provided that if the Town, in its sole discretion, deems the level of use to be excessive, then it may charge CCFMA for usage beyond the cost of providing lighting on the Property. Failure to pay the cost of billed electrical use may result in revocation of permission to use the electrical service and/or termination of this Agreement.
11. The CCFMA may not erect any permanent structure on the Property without prior written approval from the Town. If portable toilets are required or desired

standards or maintain insurance coverage required in Section 14 of this Agreement. In the event CCFMA's use of the Property is suspended, the Town Manager will provide written notice of the suspension, including reason(s) for the suspension, to both the CCFMA and the Town Council. The CCFMA may appeal any such suspension to the Town Council.

17. Notices made in accordance with this Agreement shall be sent to:

<u>Town</u>	<u>CCFMA</u>
Town of Berryville	Clarke County Farmers Market Assoc.
Attention: Town Manager	Attention: Market Manager
101 Chalmers Court	Post Office Box 1266
Berryville, VA 22611	Berryville, VA 22611

IN WITNESS WHEREOF, the parties have executed this Agreement.

TOWN OF BERRYVILLE

By: _____

Its: Town Manager Date

CLARKE COUNTY FARMERS MARKET ASSOCIATION

By: _____

Its: _____ Date

BERRYVILLE TOWN COUNCIL

MOTION TO APPROVE AGREEMENT BETWEEN TOWN OF BERRYVILLE AND
THE CLARKE COUNTY FARMERS MARKET

Date: February 13, 2018

Motion By:

Second By:

I move that the Council of the Town of Berryville approve the agreement between the Town of Berryville and the Clarke County Farmers Market authorizing the Town Manager to finalize the details of the agreement and further authorizing the Town Manager to execute the agreement on behalf of the Town Council.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

Attachment 11

BERRYVILLE TOWN COUNCIL
MOTION CONCERNING BATTLETOWN HOA
REFUSE AND RECYCLING PROPOSAL

Date: February 13, 2018

Motion By:

Second By:

I move that the Council direct staff to further evaluate the details of the Battletown Homeowners Association's refuse and recyclables collection proposal and develop a plan for its implementation and that said proposal will be submitted to the Council on 13 March 2018.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

Attachment 12

FINANCE AND ADMINISTRATION STAFF REPORT

TO: TOWN COUNCIL
FROM: DESIREE MORELAND, TREASURER
SUBJECT: MONTHLY REPORTS
DATE: 2/9/2018
CC: KEITH DALTON, TOWN MANAGER

A/P Check Listing

Checks issued in January 2018.

Bank of America/P-Card Statement

December 2017 P-Card Purchases that were paid on January 23, 2018.

A/P Check Listing

Vendor Range - 1105 MEDIA EVENTS' - 'ZENON ENVIRONMENTAL CORPORATION

Date From - 1/1/2018 Date To - 1/31/2018

Town of Berryville
02/05/2018 11:47 AM

Page: 1 of 3

Check Number	Bank	Vendor	Date	Amount
4601	1	- Douglas A. Shaffer	01/10/2018	\$75.00
4602	1	- Herbert L. Beskin, Trustee	01/10/2018	\$115.00
4603	1	- Bureau for Child Support Enforcement	01/10/2018	\$875.00
4604	1	- Keith Dalton	01/10/2018	\$50.00
4605	1	- BETTY COSTELLO PRIVETT	01/10/2018	\$174.20
4606	1	- DIANN LOUISE HOUGH	01/10/2018	\$225.00
4609	1	- Bayliss Electric LLC	01/19/2018	\$4,850.00
4610	1	- ATWELL JANICE C 3210	01/19/2018	\$25.69
4611	1	- Jno. S. Solenberger & Co., Inc	01/19/2018	\$35.34
4612	1	- VMCA REGION III	01/19/2018	\$30.00
4613	1	- ZENON ENVIRONMENTAL CORPORATION	01/19/2018	\$1,525.00
4614	1	- Rappahannock Electric Cooperative	01/19/2018	\$5,327.58
4615	1	- VUPS	01/19/2018	\$50.40
4616	1	- Davis Sheet Metal, Inc.	01/19/2018	\$180.00
4617	1	- POSM Software LLC	01/19/2018	\$1,500.00
4618	1	- Robinson Farmer Cox Associates PLLC	01/19/2018	\$15,000.00
4619	1	- Virginia Resources Authority	01/19/2018	\$235,000.00
4620	1	- Lincoln Financial Group	01/19/2018	\$727.89
4621	1	- Michelle M. Jones	01/19/2018	\$1,295.00
4622	1	- Southern Software, Inc.	01/19/2018	\$4,600.00
4623	1	- Sponseller's Flower Shop	01/19/2018	\$80.00
4624	1	- John H. Enders Fire Company	01/19/2018	\$30,000.00
4625	1	- Hall, Monahan, Engle, Mahan & Mitchell	01/19/2018	\$450.00
4626	1	- Treasurer of Frederick County	01/19/2018	\$4,269.78
4627	1	- Econo Signs LLC	01/19/2018	\$100.90
4628	1	- Skyline Regional CJA	01/19/2018	\$224.00
4629	1	- Bureau for Child Support Enforcement	01/19/2018	\$875.00
4630	1	- Christy Dunkle	01/19/2018	\$26.16
4631	1	- Berryville Main Street	01/19/2018	\$10,000.00
4632	1	- LANTZ CONSTRUCTION	01/19/2018	\$32,144.00

A/P Check Listing

Vendor Range - 1105 MEDIA EVENTS' - 'ZENON ENVIRONMENTAL CORPORATION
Date From - 1/1/2018 Date To - 1/31/2018

Town of Berryville
02/05/2018 11:47 AM

Page: 2 of 3

Check Number	Bank	Vendor	Date	Amount
4633	1	Virasec, LLC	01/19/2018	\$1,592.52
4634	1	Nationwide Retirement Solutions	01/19/2018	\$705.00
4635	1	County of Clarke	01/19/2018	\$42,500.00
4636	1	County of Clarke	01/19/2018	\$44,697.00
4637	1	COWGILL JOHN A 2377	01/19/2018	\$25.69
4638	1	WILLIAMS SANDRA K 5233	01/19/2018	\$37.92
4639	1	DENNIS A & JEAN K HERNDON	01/19/2018	\$1,098.20
4640	1	MICHAEL JOHN HUMMER	01/19/2018	\$55.98
4641	1	USPS	01/29/2018	\$977.95
4642	1	Douglas A. Shaffer	01/29/2018	\$40.00
4643	1	Gwen Malone	01/29/2018	\$40.00
4644	1	Debra Zimmerman	01/29/2018	\$40.00
4645	1	Rappahannock Electric Cooperative	01/29/2018	\$17,072.62
4646	1	Kim S. Kemp	01/29/2018	\$40.00
4647	1	Sheryl Reid	01/29/2018	\$40.00
4648	1	Dale A. Barton	01/29/2018	\$40.00
4649	1	Michelle K. Marino	01/29/2018	\$40.00
4650	1	Centric	01/29/2018	\$510.22
4651	1	William Steinmetz	01/29/2018	\$40.00
4652	1	KT Enterprises	01/29/2018	\$1,000.00
4653	1	Minnesota Life Insurance Co.	01/29/2018	\$140.52
4654	1	Matthew Andrews	01/29/2018	\$12.00
4655	1	Mary Jo Pellerito	01/29/2018	\$40.00
4656	1	Matthew Bass	01/29/2018	\$40.00
4657	1	Nationwide Retirement Solutions	01/29/2018	\$705.00
4658	1	JOSHUA ROSS COLLINS	01/29/2018	\$1,000.00
56		Checks Totaling -		\$462,361.56

Totals By Fund

	Checks	Voids	Total
100	\$201,709.27		\$201,709.27
501	\$1,502.28		\$1,502.28

A/P Check Listing

Vendor Range - 1105 MEDIA EVENTS' - 'ZENON ENVIRONMENTAL CORPORATION

Date From - 1/1/2018 Date To - 1/31/2018

Town of Berryville
02/05/2018 11:47 AM

Page: 3 of 3

Check Number	Bank	Vendor		Date	Amount
		Checks	Voids	Total	
502		\$259,150.01		\$259,150.01	
Totals:		\$462,361.56		\$462,361.56	



BERRYVILLE TOWN OF
DESIRÉE MORELAND
XXXX-XXXX-XXXX-

December 01, 2017 - December 31, 2017

Purchasing Card

Company Statement

Account Information	Payment Information	Account Summary
Mail Billing Inquiries to: BANKCARD CENTER PO BOX 982238 EL PASO, TX 79998-2238 Customer Service: 1.888.449.2273 24 Hours TTY Hearing Impaired: 1.800.222.7365 24 Hours Outside the U.S.: 1.509.353.6656 24 Hours For Lost or Stolen Card: 1.888.449.2273 24 Hours	Statement Date 12/31/17 Payment Due Date 01/23/18 Days in Billing Cycle 31 Credit Limit \$500,000 Cash Limit \$0 Total Payment Due \$59,451.13	Previous Balance \$52,432.70 Payments -\$52,432.70 Credits \$0.00 Cash \$0.00 Purchases \$59,451.13 Other Debits \$0.00 Overlimit Fee \$0.00 Late Payment Fee \$0.00 Cash Fees \$0.00 Other Fees \$0.00 Finance Charge \$0.00 <hr/> Current Balance \$59,451.13

Important Messages

Please do not send payment. Your automatic payment is scheduled to be credited to this account on 01/23/18.

Cardholder Activity Summary

Account Number Credit Limit	Credits	Cash	Purchases and Other Debits	Total Activity
BOOR, RICK XXXX-XXXX-XXXX- 15,000	0.00	0.00	12,005.85	12,005.85
BOOTH, KEVIN XXXX-XXXX-XXXX- 1,000	0.00	0.00	5.00	5.00

5243270 5945113 5945113 4715291201837237



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



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

Account Number: XXXX-XXXX-XXXX-
December 01, 2017 - December 31, 2017

Total Payment Due \$59,451.13
Payment Due Date 01/23/18

Enter payment amount
\$

Check here for a change of mailing address or phone numbers.
Please provide all corrections on the reverse side.

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

5499900 1 1:0005 1 20 1837 23 7



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

Service for the hearing impaired (TTY/TDD): Contact our service for the hearing-impaired at 1.800.222.7365.

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

Disclosure: We may furnish to your employer information concerning your use of your account. To read more about our information disclosure, please visit www.bankofamerica.com/corporatecarddisclosure or call the customer service number listed on your statement to request a copy.

In case of errors or questions about your bill: Errors or questions about your bill must be received in writing no later than 60 days after we sent you the first statement on which the error or problem appeared. Please mail this information to BANKCARD CENTER, PO BOX 982238, EL PASO, TX 79998-2238. Your letter must include the following information:

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



10379650 - 021228 - 0001 - 0003 - 2

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

Thank you for your business.

Please write your change of address here:

Street _____

City _____

State _____ Zip _____

() () _____

Home Phone Business Phone

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

Cardholder Activity Summary

Account Number Credit Limit	Credits	Cash	Purchases and Other Debits	Total Activity
BRISTOL, TIM XXXX-XXXX-XXXX- 500	0.00	0.00	416.21	416.21
BUSSERT, ERNIE XXXX-XXXX-XXXX- 500	0.00	0.00	370.88	370.88
DORSEY, DANIEL XXXX-XXXX-XXXX- 500	0.00	0.00	13.27	13.27
DUNKLE, CHRISTY XXXX-XXXX-XXXX- 500	0.00	0.00	71.79	71.79
ELLIOTT, RALPH XXXX-XXXX-XXXX- 5,000	0.00	0.00	1,032.79	1,032.79
FERREBEE, DARRELL XXXX-XXXX-XXXX- 500	0.00	0.00	85.00	85.00
FIDDLER, HEATHER XXXX-XXXX-XXXX- 15,000	0.00	0.00	684.14	684.14
LICKEY, PATRICK XXXX-XXXX-XXXX- 500	0.00	0.00	4.50	4.50
LILLY, STEPHEN XXXX-XXXX-XXXX- 15,000	0.00	0.00	5,789.17	5,789.17
LINK, BRIAN XXXX-XXXX-XXXX- 1,000	0.00	0.00	235.02	235.02
MCCORMICK, HARRY XXXX-XXXX-XXXX- 500	0.00	0.00	59.74	59.74
MORELAND, DESIREE XXXX-XXXX-XXXX- 50,000	0.00	0.00	23,751.17	23,751.17
REYNOLDS, CHARLES XXXX-XXXX-XXXX- 500	0.00	0.00	152.98	152.98
STOVER, KEITH XXXX-XXXX-XXXX- 1,000	0.00	0.00	131.09	131.09
TYRRELL, DAVE XXXX-XXXX-XXXX- 20,000	0.00	0.00	10,184.43	10,184.43
UNGER, EMMERT XXXX-XXXX-XXXX- 500	0.00	0.00	103.22	103.22
WHITE, NEAL XXXX-XXXX-XXXX- 15,000	0.00	0.00	4,354.88	4,354.88

Transactions

Posting Date	Transaction Date	Description	Reference Number	MCC	Charge	Credit
						Total Activity
BERRYVILLE TOWN OF						-\$52,432.70
Account Number: XXXX-XXXX-XXXX-						
12/22	12/22	AUTO PAYMENT DEDUCTION		0071		52,432.70
BOOR, RICK						Total Activity
Account Number: XXXX-XXXX-XXXX-						12,005.85
12/01	11/29	STUART M PERRY #2 BERRYVILLE VA	24073147334900011200044	1771	2,588.82	
12/01	11/29	GRIFFITH ENERGY SERVIC 410-956-3000 MD	24258027334017031547139	5983	1,345.15	
12/01	11/30	CORE & MAIN LP 514 3042636986 WV	24792627334206122600010	5039	4,794.21	
12/01	11/30	CORE & MAIN LP 514 3042636986 WV	24792627334206122600036	5039	451.20	
12/01	11/30	CORE & MAIN LP 514 3042636986 WV	24792627334206122600044	5039	1,578.59	



Transactions

Posting Transaction						
Date	Date	Description	Reference Number	MCC	Charge	Credit
12/06	12/05	POLLARDWATER.COM #3326 844-872-3857 NY	24435657339839540391211	5074	565.98	
12/06	12/04	johnny blue, inc. 540-665-0968 VA	24828247339030031573922	7394	82.00	
12/14	12/13	IN *SELECT SPECIALTY PROD434-2963937 VA	24692167347100188811905	5169	599.90	
						Total Activity
						5.00
BOOTH, KEVIN						
Account Number: XXXX-XXXX-XXXX-						
12/12	12/11	VA DMV BERRYVILLE LICENSEBERRYVILLE VA	24755427346123462615720	9399	5.00	
						Total Activity
						416.21
BRISTOL, TIM						
Account Number: XXXX-XXXX-XXXX-						
12/08	12/07	PAYPAL *IAPE 402-935-7733 SD	24492157341894343920630	8398	375.00	
12/15	12/13	EXXONMOBIL 47851688 BERRYVILLE VA	24164057348837006514341	5541	4.20	
12/21	12/19	EXXONMOBIL 47851688 BERRYVILLE VA	24164057354378006378297	5542	37.01	
						Total Activity
						370.88
BUSSERT, ERNIE						
Account Number: XXXX-XXXX-XXXX-						
12/21	12/19	MCMaster-CARR 630-834-9600 IL	24789307354294800072305	5085	370.88	
						Total Activity
						13.27
DORSEY, DANIEL						
Account Number: XXXX-XXXX-XXXX-						
12/29	12/28	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977363091400000212	5251	13.27	
						Total Activity
						71.79
DUNKLE, CHRISTY						
Account Number: XXXX-XXXX-XXXX-						
12/01	11/29	THE BERRYVILLE GRILLE BERRYVILLE VA	24071057334627168173178	5812	65.20	
12/13	12/12	USPS PO 5107560300 BERRYVILLE VA	24445007347001138405996	9402	6.59	
						Total Activity
						1,032.79
ELLIOTT, RALPH						
Account Number: XXXX-XXXX-XXXX-						
12/01	11/29	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767897334164700429957	5533	250.41	
12/01	11/29	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767897334164700470910	5533	70.69	
12/01	11/30	HARBOR FREIGHT TOOLS 595 WINCHESTER VA	24231687335400021675791	5251	47.32	
12/12	12/11	LOWES #02724* WINCHESTER VA	24692167345100958165591	5200	77.76	
12/13	12/12	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977347091400000288	5251	7.34	
12/19	12/18	THE BLOSSMAN COMPANIES IN228-872-8932 MS	24247607352300540430934	5983	274.83	
12/21	12/20	LOWES #02724* WINCHESTER VA	24692167354100110320132	5200	294.23	
12/22	12/21	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977356091408000312	5251	10.21	
						Total Activity
						85.00
FERREBEE, DARRELL						
Account Number: XXXX-XXXX-XXXX-						
12/21	12/20	ALTMED MEDICAL CTR-FR FRONT ROYAL VA	24493987354286693100058	8011	85.00	
						Total Activity
						684.14
FIDDLER, HEATHER						
Account Number: XXXX-XXXX-XXXX-						
12/05	12/04	Amazon web services aws.amazon.coWA	24692167338100973152821	7399	0.61	
12/08	12/07	USPS PO 5107560300 BERRYVILLE VA	24445007342001101717745	9402	269.85	
12/11	12/08	STAPLS7188199915000001 877-8267755 NJ	24164077342105071319150	5111	87.42	
12/21	12/20	USPS PO 5107560300 BERRYVILLE VA	24445007355001322071686	9402	14.70	
12/26	12/22	STAPLS7189088074000001 877-8267755 NJ	24164077356105213732081	5111	251.66	
12/26	12/22	STAPLS7189088074000002 877-8267755 NJ	24164077356105973732081	5111	59.90	
						Total Activity
						4.50
LICKEY, PATRICK						
Account Number: XXXX-XXXX-XXXX-						
12/04	12/01	BROY'S CAR WASH AN BERRYVILLE VA	24224437336101080711125	7542	4.50	
						Total Activity
						5,789.17
LILLY, STEPHEN						
Account Number: XXXX-XXXX-XXXX-						
12/04	11/30	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767897335171600455023	5533	34.07	
12/05	12/04	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977339091404000342	5251	97.94	
12/06	12/05	COYNE CHEMICAL 215-785-3000 PA	24224437340101028064995	5169	120.00	
12/06	12/05	COYNE CHEMICAL 215-785-3000 PA	24224437340101028065018	5169	678.04	
12/06	12/05	COYNE CHEMICAL 215-785-3000 PA	24224437340101028065026	5169	464.79	
12/08	12/07	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977342091400000192	5251	3.02	
12/11	12/08	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977343091402000322	5251	24.98	
12/14	12/13	USA BLUE BOOK 800-548-1234 IL	24326847347636000072235	5085	820.67	
12/20	12/06	COYNE CHEMICAL 215-785-3000 PA	24224437354101029093566	5169	653.04	
12/20	12/19	COYNE CHEMICAL 215-785-3000 PA	24224437354101029093665	5169	637.00	
12/22	12/20	HACH COMPANY 9706631377 CO	24801997355018010614767	5085	295.64	
12/26	12/22	USA BLUE BOOK 800-548-1234 IL	24326847356636000057051	5085	271.89	
12/28	12/19	COYNE CHEMICAL 215-785-3000 PA	24224437362101026271173	5169	681.32	
12/28	12/27	COYNE CHEMICAL 215-785-3000 PA	24224437362101026271249	5169	1,006.77	
						Total Activity
						235.02
LINK, BRIAN						
Account Number: XXXX-XXXX-XXXX-						
12/01	11/29	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767897334164700429825	5533	3.91	
12/28	12/27	JNO. S SOLENBERGER AND C WINCHESTER VA	24138297362400001024604	5251	79.99	
12/29	12/28	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977363091400000055	5251	151.12	

Transactions

Posting Transaction	Date	Date	Description	Reference Number	MCC	Charge	Credit	Total Activity
MCCORMICK, HARRY								59.74
Account Number: XXXX-XXXX-XXXX-								
12/08	12/06		BERRYVILLE AUTO PARTS INC BERRYVILLE VA	24767897341210300532814	5533	12.89		
12/11	12/09		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977344091404000238	5251	11.83		
12/12	12/11		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977346091408000067	5251	11.75		
12/20	12/19		FAMILY DOLLAR #3110 BERRYVILLE VA	24231687354837000086282	5331	23.27		
MORELAND, DESIREE								23,751.17
Account Number: XXXX-XXXX-XXXX-								
12/13	12/11		TelRite Corporation COVINGTON GA	24393497346003881551899	4814	12.20		
12/21	12/20		VA DMV ONLINE BILLING PAY804-3670595 VA	24755427355123558735919	9399	20.00		
12/21	12/20		VA DMV ONLINE BILLING PAY804-3670595 VA	24755427355123558735992	9399	525.00		
12/22	12/21		REPUBLIC SERVICES TRASH 866-576-5548 AZ	24431057355083759207000	4900	19,590.78		
12/22	12/21		REPUBLIC SERVICES TRASH 866-576-5548 AZ	24431057355083753213491	4900	2,053.39		
12/22	12/21		REPUBLIC SERVICES TRASH 866-576-5548 AZ	24431057355083702038338	4900	105.00		
12/22	12/21		VZWRLSS*MY VZ VB P 800-922-0204 FL	24692167355100501389562	4814	711.17		
12/22	12/21		VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692167355100612648757	4899	171.05		
12/22	12/21		VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692167355100612648765	4899	184.59		
12/22	12/21		VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692167355100612648773	4899	357.99		
12/28	12/27		VA DEPARTMENT OF STATE PO804-6742000 VA	24755427361163618012703	9399	20.00		
REYNOLDS, CHARLES								152.98
Account Number: XXXX-XXXX-XXXX-								
12/26	12/22		TOTAL IMAGE WORKINGMANS SWINCHESTER VA	24755427356283567027143	5699	148.49		
12/28	12/27		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977362091408000025	5251	4.49		
STOVER, KEITH								131.09
Account Number: XXXX-XXXX-XXXX-								
12/04	12/01		BROY'S CAR WASH AN BERRYVILLE VA	24224437336101080711109	7542	20.00		
12/04	12/01		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977336091408000234	5251	12.23		
12/08	12/06		WINCHESTER BUILDING SUPP 540-667-2301 VA	24323007341754099907987	1771	49.68		
12/12	12/11		FISHER AUTO PARTS 009 BERRYVILLE VA	24431067346200824400193	5533	14.10		
12/12	12/11		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977346091408000182	5251	13.71		
12/15	12/14		BIG DADDY AUTOMOTIVE LLC BERRYVILLE VA	24247607348200140390180	7538	16.00		
12/21	12/20		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977355091406000240	5251	5.37		
TYRRELL, DAVE								10,184.43
Account Number: XXXX-XXXX-XXXX-								
12/04	12/01		IN *SELECT SPECIALTY PROD434-2963937 VA	24692167335100466905936	5169	259.74		
12/04	12/01		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977336091408000416	5251	11.58		
12/05	12/04		COSTCO WHSE #0239 WINCHESTER VA	24431067339898000090776	5300	30.52		
12/05	12/04		COMMONWEALTH OF VA DEPT ORICHMOND VA	24755427339123394353084	9399	60.75		
12/06	12/05		SQ *INSTRULOGIC LLC gosq.com VA	24692167339100682334859	7392	2,980.00		
12/06	12/01		MCMMASTER-CARR 630-834-9600 IL	24789307337177900616976	5085	1,453.58		
12/11	12/08		SHERWOOD-LOGAN & ASSOCIA 410-841-6810 MD	24435657342206649400019	5251	889.00		
12/11	12/08		ROBERTS OXYGEN CO BR 00 800-6263433 MD	24755427343643430796172	5085	29.75		
12/11	12/08		ROBERTS OXYGEN CO BR 00 800-6263433 MD	24755427343643430796206	5085	29.75		
12/11	12/08		VALLEY HEALTH OCCUPATIONA866-5248401 VA	24755427343733436599603	8099	45.00		
12/13	12/12		COMMONWEALTH OF VA DEPT O804-7860447 VA	24755427347123474015363	9399	1,473.84		
12/15	12/13		GERALD TAYLOR CO INC 301-5822800 MD	24142027348900018900021	0780	813.13		
12/15	12/13		MID ATLANTIC CRANE AND EQ919-7903535 NC	24207857348167601422035	5046	1,949.79		
12/18	12/15		TOTAL PEST SERVICES INC 540-9740768 VA	24755427349273491063462	7342	158.00		
UNGER, EMMERT								103.22
Account Number: XXXX-XXXX-XXXX-								
12/11	12/08		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977343091402000603	5251	10.52		
12/12	12/11		TARGET 00023796 WINCHESTER VA	24164077345091008663315	5310	86.34		
12/19	12/18		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801977353091402000030	5251	6.36		
WHITE, NEAL								4,354.88
Account Number: XXXX-XXXX-XXXX-								
12/05	12/04		FBI LEEDA INC 877-7727712 PA	24559307338900016367326	8398	50.00		
12/06	12/04		FESTIVAL DRY CLEANERS BERRYVILLE VA	24603167339030040117092	7216	30.00		
12/06	12/02		BROY'S CAR WASH & BERRYVILLE VA	24073147337900012200024	7542	14.00		
12/15	12/14		USPS PO 5107560300 BERRYVILLE VA	24445007349001182309787	9402	3.50		
12/18	12/14		THOMAS & MEANS LAW FIRM L704-7562580 NC	24073147349900016256416	8111	250.00		
12/19	12/18		VA DMV BERRYVILLE LICENSE BERRYVILLE VA	24755427353123533152646	9399	5.00		
12/20	12/19		TIRE WORLD WHOLESALE, LLC301-6989200 MD	24639237353900012800018	5532	106.68		
12/21	12/19		BERRYVILLE AUTO PARTS INC800-4498012 VA	24767897354295200530939	5533	1,899.18		
12/21	12/19		NATIONAL SAFETY SUPPLY 877-8144509 MD	24687207354018017686143	5047	762.50		
12/21	12/20		GALLS 859-266-7227 KY	24435657354801035232334	5964	1,213.30		
12/22	12/21		USPS PO 5107560300 BERRYVILLE VA	24445007356001352965236	9402	9.74		
12/27	12/26		AMAZON MKTPLACE PMTS WWW.WWWW.AMAZON.COWA	24431067361083312760843	5942	10.98		

Finance Charge Calculation

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

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

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



18373650 - 021228 - 0003 - 0003 - 2

Attachment 13

In June 2017, the Town Council received an Internal Audit of Cash Disbursements and Procurement prepared by PBMares. The audit identified the following areas where internal controls need improvement: segregation of duties, implementation and enforcement of purchasing guidelines and procedures, wire transfers / ACH payment approval, and cross training of staff.

The Budget and Finance Committee has been working for the past seven months to implement a work plan developed to address the concerns identified in the audit. A significant part of that effort has been the development of a new Procurement Policy. It is important to add that another vital element of the work plan was the establishment of the new Finance Clerk Position. Heather Fiddler moved from the position of Front Desk Clerk to Finance Clerk and the Front Desk Clerk position has been filled.

The Budget and Finance Committee has agreed to forward this matter to the Town Council even though there are elements of the Policy on which agreement has not been reached. Both Chair Gibson and Mayor Dickinson will address the Policy and their process at the meeting.

The Town Council is asked to review the Policy and take action as it sees fit.

DRAFT



The Town Of Berryville

Procurement Policy Manual

Version 1.3
Last Revised Feb. 6 2018

**Town of Berryville
Procurement Policy**

Table of Contents

I	Purpose, General	3
II	Policy	3
III	Applicability	3
IV	Procurement Authority and Responsibility	3
V	Delegation	3
VI	Methods of Procurement	4
VII	General Procurement Policies	15
VIII	Guidelines for Procurement	20
IX	Contract Administration	22
X	Employee Responsibility	23
	Attachment A - General Terms and Conditions – Bids	24
	Attachment B - General Terms and Conditions – Proposals	31
	Attachment C – Virginia Public Procurement Act	37
	Attachment D – Procurement Forms	38

I. Purpose, General

The policies contained herein have been developed pursuant to the Virginia Public Procurement Act of the Code of Virginia § 2.2-4300 through § 2.2-4377 (“VPPA”). The VPPA has certain mandatory provisions and allows for the use of certain optional policies provided they are adopted in writing by the governing body and are based on competitive principles.

These policies are intended to provide the framework for procurement of materials, supplies, equipment, and services at the lowest possible cost consistent with the quality needed for the proper operation of municipal services. Our goal is the promotion of the Town's best interest through intelligent action and fair dealing which will result in obtaining the optimum value for each dollar spent as well as strengthening the public confidence in the integrity of public purchasing.

All forms referenced in the Policy are included in Attachment D of this Manual.

II. Policy

The Town of Berryville adopted the VPPA on September 11, 2012 as its procurement policy. A copy of the VPPA can be found at: <https://dgs.virginia.gov/globalassets/business-units/dps/documents/vppa/virginia-public-procurement-act.pdf>

III. Applicability

These policies and procedures apply to all contracts for the procurement of goods, services, insurance (exempt under § 2.2 4345(13) of the VPPA) and construction entered into by the Town involving any expenditure of public funds except those specifically exempted in accordance with §§ 2.2-4343 and §§ 2.2-4346 within the Virginia Public Procurement Act. ~~herein.~~

IV. Procurement Authority and Responsibility

The Town Manager has the ultimate responsibility to ensure that the acquisition of goods and services does not violate or circumvent state law, regulations, town ordinances or the provisions of this manual.

V. Delegation

The Town Manager may delegate the procurement of any goods or services to the Treasurer, Purchasing Agent or other responsible officials.

VI. Methods of Procurement

A. Small Purchase Policy

Berryville Small Purchase Threshold Matrix						
Type of Purchase	Estimated Cost	Required Authorization	Required Procurement Method	Process For Soliciting Quotes	Minimum number of Quotes	Town Policy Section Reference
Goods, construction, Insurance and Other than Non Professional services	<\$10,000	None Dept. Head	P-Card or Request for Payment	Oral or Written	1	VI.A.1a
	>\$10,000 to \$20,000			<u>Written</u>	2	VI.A.1b
	>\$20,000 to VPPA formal bid limit*	Dept. Head	Purchase Order	Informal IFB	43 **	VI.A.1c
Professional Services	<VPPA formal RFP limit*	Dept. Head	Purchase Order and Contract	Informal RFP	43 **	VI.A.2
Transportation-related Construction	<\$25,000	Dept. Head	Purchase Order and Contract	Informal IFB	3**	VI.A.3
<p>* As of 7/2017 the Virginia Public Procurement Act (VPPA) formal Invitation for Bid (IFB) limit is \$100,000</p> <p><u>*As of 7/2017 the VPPA Request for Proposal (RFP) limit is \$60,000.</u></p> <p>**If less than minimum quotes received the matter will be forwarded to Town Council for <u>notification determination</u>.</p>						

In this section *VPPA Limit* shall be defined as the threshold amount requiring competitive negotiation set in the VPPA.

The competitive pricing methods set forth below shall be followed for purchases not expected to exceed the VPPA Limit.

1. Goods and/or Nonprofessional Services Not to Exceed VPPA formal bid limit ^[MJ1]

1a. Up to \$10,000 ^[MJ2]

- Where the Town's estimated cost of goods or nonprofessional services is \$10,000 or less, purchases may be made upon receipt of a minimum of one (1) written, telephone (oral) or electronic quotation. An invoice will constitute a quotation.
- If more than one quote is solicited, the award will be made to the lowest responsive and responsible bidder.
- Additional sources may also be solicited, and competition is encouraged.
- Employees should seek additional competition whenever there is reason to believe a quotation is not a fair and reasonable price.
- P-Card is the preferred purchasing method.
- The purchasing limit of an employee is defined as the credit limit of the P-Card assigned to said employee.

1b. >10,000 to \$20,000 ^[MJ3]

- Where the Town's estimated cost of goods or nonprofessional services is >\$10,000 up to \$20,000, purchases may be made upon solicitation of a minimum of two (2) written, telephone (oral) or electronic quotations. ~~An invoice will constitute a quotation.~~
- Additional sources may also be solicited, and competition is encouraged.
- Employees should seek additional competition whenever there is reason to believe a quotation is not a fair and reasonable price.
- P-Card is the preferred purchasing method.
- The purchasing limit of an employee is defined as the credit limit of the P-Card assigned to said employee.

1c. Over \$20,000 to VPPA formal bid limit ^[MJ4]

- Where the Town's estimated cost of goods or nonprofessional services is over \$20,000 to the small purchase limits set in the VPPA, solicit ~~three-four (43)~~ written quotes using informal IFB.
- Quotes must be verified on the Record of Solicitations for Price Quotes form to be completed and signed by the Department Head and attached to a Request for Purchase Order form.
- If fewer than the required number of quotes are obtained, the reasons shall be documented and notification sent to Town Council.
- Approved Purchase Order is required prior to purchase.

2. Professional Services Not To Exceed VPPA Formal RFP Limit^[MJ5]

- The Town may obtain required professional services using an Informal Request for Proposal up to the small purchase limits set in the VPPA.
- A minimum of three (~~4~~3) proposals should be obtained.
- A written determination for the use of competitive negotiation is not required for Informal RFPs
- The solicitation should include a cover sheet, a general description of what is being sought, the factors and weights to be used in evaluation, the Town's General Terms and Conditions (either in full or by reference), and any special terms and conditions including unique capabilities or qualifications that will be required.
- Offers may be opened and evaluated upon receipt. All responses must be received at the designated location by the date and hour stated in the solicitation.
- If fewer than the required number of sources are obtained, the reasons shall be documented, and notification sent to Town Council.
- In lieu of an evaluation committee, the buyer or end user may solely evaluate and rank offers.
- Upon completion of the evaluation, negotiations shall be conducted with the offerors selected.
- An approved Purchase Order and a contract is required before goods are received or services rendered.

3. Transportation-related Construction (Up to \$25,000)^[MJ6]

- Per the VPPA, the Town may establish purchase procedures not requiring competitive sealed bids or competitive negotiation for single term contracts for transportation-related construction, if the aggregate or sum of all phases is not expected to exceed \$25,000.
- Competition is encouraged. A minimum of three (3) quotes are to be obtained using informal IFB. The informal IFB will be listed on the Department of General Services central electronic procurement website.
- The informal IFB should include a cover sheet, a general description of what is being sought, the factors and weights to be used in evaluation, the Town's General Terms and Conditions (either in full or by reference), and any special terms and conditions including unique capabilities or qualifications that will be required.
- Offers may be opened and evaluated upon receipt. All responses must be received at the designated location by the date and hour stated in the solicitation.
- If fewer than the required number of quotes ~~sources~~ are obtained, the reasons shall be documented and notification sent to Town Council.
- In lieu of an evaluation committee, the buyer or end user may solely evaluate and rank offers. Upon completion of the evaluation, negotiations shall be conducted with the offerors selected.
- ~~An approved Purchase Order and a contract is required before goods are received or~~ services rendered.

VI. Methods of Procurement

B. Large Purchase Policy

Berryville Large Purchase Threshold Matrix						
Type of Purchase	Estimated Cost	Required Authorization	Required Procurement Method	Process For Soliciting Quotes	Minimum number of Quotes	Town Policy Section Reference
Goods, Capital construction, and Other Non-Professional Services	VPPA formal IFB limit*	Town Council	Competitive Sealed Bid (IFB), formal bid opening. Contract and PO	Formal IFB, Public Notice, eVA	3	VI.B.I
Professional Services	VPPA formal RFP limit*	Town Council	Competitive Negotiation (RFP), Purchase Order & Contract	Formal RFP, eVA and Post in a newspaper of general circulation.	3	VI.B.2
<p>*As of 7/2017, the Virginia Public Procurement Act (VPPA) formal Invitation for Bid (IFB) limit is \$100,000 and the Request for Proposal (RFP) limit is \$60,000.</p> <p><u>*As if 7/2017, the Virginia Public Procurement Act (VPPA) Request for Proposal (RFP) limit is \$60,000</u></p>						

B. Large Purchases (over VPPA limits)

In this section *VPPA Limit* shall be defined as the threshold amount requiring competitive negotiation set in the VPPA.

1. Competitive Sealed Bidding (IFB)

Competitive sealed bidding is the preferred method for acquiring goods, ~~printing, capital-outlay~~ construction and non-professional services for public use when the estimated cost is over the VPPA limit.

- The goods or service to be procured when using this method must be capable of being described so that bids submitted by potential contractors can be evaluated against the description in the Invitation for Bids (IFB) and an award made to the lowest responsive and responsible bidder.
- When the terms and conditions of multiple awards are so provided in the Invitation for Bids, awards may be made to more than one bidder.
- Competitive sealed bidding includes the issuance of a written IFB containing the specifications or scope of work/purchase description and the contractual terms and conditions applicable to the procurement.
- The terms or conditions of the solicitation must include how the Town will publicly post the notice of the award or make the announcement of the decision to award the contract.
- IFBs must describe the requirements accurately and completely. Unnecessarily restrictive specifications or terms and conditions that unduly limit competition must be avoided.
- In addition to the public notice, bids are to be solicited directly from potential bidders. Any such direct solicitations shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity.
- In the competitive sealed bid process, bids are publicly opened and read aloud. The bids are evaluated based upon the requirements set forth in the IFB (if multiple awards are so provided in the solicitation, awards may be made to the lowest responsive and responsible bidders).

Preparation and Issuance of IFBs

Format:

- Prepare the IFB using the above guidelines.
- Town Council will approve the IFB before it is issued.
- Establish a due date and time that will allow sufficient time for potential bidders to seek clarification and for the issuance of an addendum, if necessary.
- The due date shall not be less than 10 days from the issue date of the IFB.

Scope:

- Specify in detail the materials, equipment, and supplies to be furnished or the scope of work to be performed by the contractor, including or incorporating by reference the specifications, drawings and contractual terms and conditions applicable to the procurement.

Conferences/Site visits:

- All pre-bid conferences and/or site visits shall be mentioned in both the IFB and any advertisement.

- If attendance at such a conference or site visit is a prerequisite for bidding, the public notice period shall be long enough to provide adequate opportunity for potential bidders to obtain a copy of the IFB and attend.
- Any changes in the requirements of the solicitation must be made by written addendum.
- The due date for receipt of bids should not be less than 10 days after the issue date of the addendum.

Sources:

- **If fewer than the required number of sources are solicited, the reasons must be documented in writing and placed in the bid file and notification sent to Town Council.**
- Solicit at least six (6) valid sources, including a minority or women-owned businesses, if available, or advertise on the Virginia Department of General Services central electronic procurement website. **Notice shall be posted on Town website.**

Sealed Bids

Receipt, Opening, Evaluation, and Award:

Receipt:

- Bids shall be received until the date and time specified in the IFB.
- Bids are then publicly opened and read aloud.
- Late bids shall not be considered.

Opening:

- After bid opening, each bid is evaluated to determine if it is responsive to the IFB.
- The responsive bids are then evaluated by the purchasing agent or other Town staff (as determined by the Town Manager) according to the criteria and/or evaluation procedure described in the IFB to determine the lowest bid.

Evaluation:

- The lowest responsive bidder is then evaluated to determine if the firm is responsible.

Award:

- The contract is awarded to the lowest responsive and responsible bidder.
- Award of the contract must be approved by Town Council.

2. Competitive Negotiation (RFP)

General:

- The Town shall use competitive negotiation for the procurement of all professional services estimated over the VPPA limit.
- Competitive negotiation may be the procurement method used for goods and nonprofessional services when it is not practicable or fiscally advantageous to use competitive sealed bidding.

Preparation and Issuance of a Request for Proposal (RFP):

- A written RFP is issued to describe in general terms that which is to be procured.

- The RFP must ~~specify and~~ list the specific requirements to be addressed by the offerors that will be used in evaluating the proposals and will contain other applicable contractual terms and conditions, including any unique capabilities or qualifications required of the contractor.
- When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror.
- The terms or conditions of the RFP must state the manner in which public notice of the award or the announcement of the decision to award shall be given by the public body.
- Advertisement of solicitation of the RFP, including newspaper publication, is required by the VPPA.
- RFP evaluation criteria

Format:

- Establish a proposal submission due date and time which provide sufficient time for potential offerors to develop a proposal.
- Town Council will approve the RFP before it is issued.
- The minimum time period is ten (10) days from issue date of the RFP.
- The time period used may be greater than the required ten (10) days based on the complexity of the requirement and whether or not a preproposal conference is required.

Sources:

- **If fewer than the required number of sources are solicited, the reasons must be stated in writing and placed in the bid file and ~~notification~~ sent to Town Council for determination.**
- RFPs shall be sent to at least six (6) valid sources, including a minority or women-owned businesses, if available, or advertised on the Virginia Department of General Services central electronic procurement website. **Notice shall be posted on Town website.**

Proposal Conferences:

- All preproposal conferences or site visits must be mentioned in the RFP and any advertisement of it.
- If attendance at such a conference or site visit is a prerequisite for submitting a proposal, the public notice period must be at least ten (10) days after issuance to provide adequate opportunity for potential offerors to obtain a copy of the RFP and attend.

Sealed Proposals (RFPs)

Receipt and Evaluation

Opening:

- Public openings of proposals are not required.
- If a public opening is held, the names of the individuals, or the names of firms submitting proposals in a timely manner, is the only information read aloud and made available to the offerors and general public.

Evaluation:

- The proposals are evaluated by the purchasing agent, contracting officer, or an evaluation team if so desired and designated by the Town Council.
- As an option, evaluators may request presentations or discussions with offerors, as necessary, to clarify material in the offerors proposals, to help determine those fully qualified and best suited.
- Proposals are then evaluated on the basis of the criteria set forth in the RFP, using the scoring weights previously determined.
- All RFP responses are to be evaluated.
- Proposals not meeting requirements should be scored lower.
- Only bids in response to an ~~RFP IFB~~ may be determined to be nonresponsive.
- Offerors may be given an opportunity to correct a deficiency in their proposals, within an appropriate period of time, as determined by the purchasing ~~agent~~office.
- Offerors who fail to submit required documentation or meet mandatory requirements, in such time, for evaluation purposes may be eliminated from further consideration.
- Two or more offerors determined to be fully qualified and best suited are then selected for negotiation.
- Price is considered, but need not be the sole determining factor.

During the evaluation phase it may be determined that only one offeror is fully qualified, or that one offeror is CLEARLY more highly qualified than the others under consideration. A written determination shall be prepared and retained in the contract file to document the meaningful and convincing facts supporting the decision for selecting only one offeror and negotiating with that offeror. The determination shall be signed by the Town Manager or designee.

Negotiation and Award.

- Negotiations are conducted with each of the offerors so selected.
- Negotiation allows modification of proposals, including price.
- Offers and counter offers may be made as many times with each offeror as is necessary to secure a reasonable contract.
- After negotiations have been conducted with each of the selected offerors, the Town selects the offeror which, in its opinion, has made the best proposal.
- In all cases, written confirmation shall be obtained from the offeror on any modifications of the original proposal.
- Once an Intent to Award notice is posted, no further negotiation shall be conducted.
- Award of the contract must be approved by Town Council.

The Town may cancel a RFP, or reject proposals at any time prior to making an award.

The award documents shall incorporate, by reference, the terms and conditions of the RFP and the contractor's proposal, together with all written modifications thereof.

C. Cooperative Procurement

Cooperative procurement is available to the Town if a good or service has been procured by another public body with the stated intention that the procurement is to be shared cooperatively with other public bodies. The Cooperative Procurement form must be completed by the Department Head and signed by both the

Department Head and the Town Manager or designee. The form must be attached to the Request for Purchase Order form, the Request for Payment form, or the contract.

Contracts based on cooperative procurement, exclusive of State contracts, valued over \$100,000 will be forwarded by the Purchasing Agent to the Town Council for review no less than 45 days prior to the date a contract is expected to be signed. The Town Council may review the contract and take action. If no action is taken within 45 days, the contract is deemed acceptable to Town Council. The Purchasing Agent will check references for those contracts valued at over \$100,000.

D. Sole Source Procurement

Definition:

A sole source procurement is authorized when there is only one source practicably available for the goods or services required. Competition is not available in a sole source situation; thus distinguishing it from a proprietary purchase where the product required is restricted to the manufacturer(s) stipulated, but is sold through distributors and competition between them can be obtained. Sole source justification based solely on a single vendor's capability to deliver in the least amount of time is not appropriate since availability alone is not a valid basis for determining a sole source procurement. For sole source requirements exceeding \$10,000, a written quotation must be obtained from the vendor.

Approval for Sole Source Procurements up to the VPPA Small Purchase limit:

- All sole source procurements for goods and services up to the VPPA limit must be approved in advance by the Town Manager or designee, which shall be the chief purchasing officer. The Sole Source Procurement form must be completed by Department Head and signed by both the Department Head and the Town Manager or designee. The Sole Source Procurement form must be attached to the Request for Payment form or Purchase Order Request form.
- The written determination documenting that there is only one source practicably available for that which is to be procured, must be included in the procurement file.
- In addition, a memorandum must be attached to the request which addresses the four points shown in the next section. The writing shall document the basis for the determination, which should include any market analysis conducted in order to ensure that the good or service required was practicably available from only one source.

Approval for Sole Source Procurements Over the VPPA Small Purchase limit:

- All sole source procurements for goods and services over the small purchase limits set by the VPPA must be approved by the Town Manager prior to commencement of the actual procurement. The Sole Source Procurement form must be completed by Department Head and signed by both the Department Head and the Town Manager or designee. The Sole Source procurement form must be attached to the Request for Purchase Order. A memorandum must accompany the request, which addresses the following four points:
 1. Explain why this is the only product or service that can meet the needs of the town.
 2. Explain why this vendor is the only practicably available source from which to obtain this product or service.
 3. Explain why the price is considered reasonable.

4. Describe the efforts that were made to conduct a noncompetitive negotiation to get the best possible price for the taxpayers.

Negotiating and Award:

A contract shall be negotiated and awarded without competitive sealed bidding or competitive negotiation. In making sole source procurement, it is the buyer's or contracting officer's responsibility to negotiate a contract that is in the best interest of the Town.

Price Reasonableness Determination:

The buyer or contracting officer should carefully research the good or service to determine a fair and reasonable price.

Posting Requirements:

For sole source procurements over \$50,000 public award notices must be posted beginning within 10 days of the award for a 30 day period on the Town website: www.berryvilleva.gov.

Award Document:

The Town must issue an award document (approved PO or contract) prior to purchase for sole source purchases over \$20,000. When a quote has been obtained from the vendor and no further negotiations are needed, either a purchase order or an executed contract is required before goods are received or services are rendered.

E. Emergency Procurement For Purchases over the \$10,000 Single Quotation Threshold

Emergency Procurement is purchasing or contracting action in excess of the Town Single Quotation purchase threshold (\$10,000) without soliciting the minimum number of quotes. An emergency procurement may be made when an emergency condition arises and the need cannot be met through normal procurement methods.

General:

- An emergency is an occurrence of a serious and urgent nature that demands immediate action.
- Emergency procedures may be used to purchase only that which is necessary to cover the requirements of the emergency.
- Subsequent requirements shall be obtained using normal purchasing procedures.
- The potential loss of funds at the end of a fiscal year is not considered an emergency.

Types of Emergency Procurements:

- The nature of the emergency will determine what pre-award action may be taken.
- For an emergency purchase required to protect personal safety or property, efforts should be directed to finding a source and directing the contractor to proceed; however, such procurement shall be made with such competition as is practicable under the circumstances.
- For other types of emergencies, competition should also be sought to the maximum extent practicable.

Award of Emergency Procurements:

- Unless the purchase is made by P-Card, the Town must prepare a confirming contract or - request for payment form, as soon as practicable, after directing the contractor to proceed.
- Care should be taken to include in detail any agreements, including price, that were made orally with the contractor.
- The Emergency Procurement Justification form must be completed by the Department Head and signed by both the Department Head and the Town Manager or designee. The Emergency Procurement form must be attached to the Request for Payment, the contract, or the P-Card Expense report.

VII. General Procurement Policies

A. Adequate Competition

A sufficient number of sources must be solicited for the procurement of goods or services consistent with the method of procurement used.

B. Bidder's List

In lieu of a Bidder's List, the Town will post all written solicitations on the Virginia Department of General Services central electronic procurement website and the Town website: www.berryvilleva.gov.

C. Vendor Registration

All new vendors must complete a Town of Berryville Vendor Registration/W-9 form before goods are received or services rendered.

D. Ethics

See § 2.2-4367 to § 2.2-4377 of the VPPA. See Attachment C.

E. Solicitations

Amending a Solicitation

If it is necessary to amend a solicitation, the amendment must be posted wherever the solicitation was originally made and an addendum sent to all potential bidders or offerors who received a copy of the solicitation or who attended a pre-bid or pre-proposal conference.

Canceling a Solicitation

An Invitation for Bid, a Request for Proposal, any other solicitation, or any and all bids or proposals, may be canceled or rejected. When canceling a written solicitation all vendors who have been issued a solicitation must be notified, and the notice must be publicly posted on the Virginia Department of General Services central electronic procurement website and the Town website: www.berr

F. Performance and Payment Bonds

Upon the award of any public construction contract exceeding \$100,000 awarded to any prime contractor, such contractor shall furnish the town with the following bonds:

1. A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications, and conditions of the contract.
2. A payment bond in the sum of the contract amount. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the furtherance of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

Each of the bonds shall be executed and made payable to the Town of Berryville by one or more surety companies selected by the contractor that are authorized to do business in Virginia and filed with the purchasing office that awarded the contract or a designated official thereof within 10 days after receipt of the purchase order or notice of award.

Nothing in this section shall preclude the town from requiring payment or performance bonds for construction contracts below \$100,000.

Alternative Forms of Security

A certified check or cash escrow may be accepted in lieu of a bid, payment, or performance bond. If approved by the Town Manager (after consultation with the Town Attorney if necessary), a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the town equivalent to a corporate surety's bond.

Contracts/Purchase Orders and Modification Restrictions

The Department Head's signature will be required on Purchase Order Request forms. A contract or purchase order may not be modified or renewed unless provided for in the original contract or solicitation. No additional consideration or increase in contract price may be paid to the contractor because of renewal unless specifically authorized under the original contract.

- Purchases Up to the VPPA limit - Cumulative contract modifications to purchases made under small purchase procedures shall not exceed 25% of the original contract price without advance written approval of the Town Manager.
- Purchases over the VPPA limit - A contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than 25% of the original amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Town Manager.

G. Bill Payment Policy

The Department Head's signature will be required on the Purchase Order or Request for Payment forms before processing. The Town Treasurer shall make payment in full (unless an alternate payment plan has been agreed upon) for all goods delivered or services rendered within thirty days of receipt of the bill.

Department heads shall submit bills for payment by the fifth and twentieth of each month.

No goods or services shall be deemed received until such goods are completely delivered and found acceptable by the department head. For purposes of determining whether or not payment was made in accordance with this policy, payment in full shall be considered to be made on the date the check for payment was mailed or otherwise transmitted.

When a bill submitted to the Town of Berryville is incorrect or when there is a defect or impropriety in a bill submitted, the respective department head shall notify the creditor in writing prior to the date on which payment in full is due. The notice shall contain a description of the defect or impropriety and any other additional information to enable the creditor to correct the bill. Upon receiving a corrected bill, the Town of Berryville shall make payment in full on or before the thirtieth calendar day after receipt of the corrected bill.

Bill payments will be processed at least twice a month. A register of all checks issued and all P-card purchases each month shall be presented to Town Council.

The Town Manager or designee may approve payment in cases wherein the Policy has not been adhered to. In such instances, the Town Manager will document the specific circumstances on the Request for Payment form or the Request for Purchase Order.

H. Documentation of Files

A complete file will be maintained in one place for each purchase transaction, containing all the information necessary to understand the why, who, what, when, where and how of the transaction.

I. Nondiscrimination

In the solicitation, awarding or administration of contracts, the Town shall not discriminate because of the race, religion, color, sex, age, disability, or national origin of the bidder, offeror, or contractor (Code of Virginia, § 2.2-4310A).

J. Preferences

Berryville Vendors and Products

In the event of a tie bid, preference is given to goods produced in Berryville, goods or services or construction provided by Berryville persons, firms or corporations. In the event that this provision does not resolve the tie, preference is given to goods produced in Virginia, goods or services or construction provided by Virginia persons, firms or corporations.

Recycled Paper and Paper Products Preference VPPA § 2.2-4313

In determining the award of any contract for paper and paper products the town may award to the lowest responsible bidder offering recycled paper and paper products of a quality suitable for the purpose intended, so long as the bid price is not more than 10% greater than the bid price of the low responsive and responsible bidder.

K. Public Access to Procurement Records

- Except as provided in this section, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.)
- Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the Town Manager decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.
- Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the Town Manager decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
- Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

L. Publicly Posted Notices

All solicitations for goods and services over \$50,000 shall be posted on the Town website: www.berryvilleva.gov.

Award Notices over \$50,000 must be posted on the Town website: www.berryvilleva.gov, for a ten (10) day period immediately following the date of award. The procurement records must be available for review by any bidder or offeror at the time a Notice of Intent To Award or an Award Notice is posted.

M. Responsible Bidder or Offeror

In determining a responsible bidder or offeror, a number of factors, including but not limited to the following, are considered. The vendor should:

- be a regular dealer, supplier, or when required in the solicitation an authorized dealer of the goods or services offered;

- have the ability to comply with the required delivery or performance schedule, taking into consideration other business commitments;
- have a satisfactory record of performance;
- have a satisfactory record of integrity; and
- have the necessary facilities, organization, experience, technical skills, and financial resources to fulfill the terms of the purchase order or contract.

N. Responsive Bid

- To be considered for an award, a bid must comply in all material respects with the Invitation for Bids.
- Responsiveness relates to compliance with the provisions of the solicitation, including specifications and terms and conditions.
- Failure to comply with the requirements set forth in the Invitation for Bids may result in a bid being declared nonresponsive, e.g., failure to sign a bid, failure to return the required bid documents, substitution of vendor's terms, deletion of terms and conditions stated in the Invitation for Bids, failure to offer a product or service that meets the requirements of the Invitation for Bids, etc.
- A bidder who fails to provide prices for all categories of labor in the pricing schedule of a time and materials service contract is considered nonresponsive.
- This is true whether the price was left blank or the bidder entered a figure of \$0. Bidders who provide multiple prices for performing a service where a single price was solicited are also nonresponsive.

VIII. Guidelines for Procurement

This section contains general guidelines for procuring goods and services.

A. Administrative Lead-Time

Administrative lead-time is that period of time from initiation of the requirement by the user to issuance of an award. For routine procurements where informal written solicitations are used, the minimum time required to prepare, solicit, evaluate, and make an award may take from three (3) days up to thirty (30) days. When competitive sealed bidding or competitive negotiation is used, the time required by the purchasing office may be longer.

B. Selection of Procurement Method

It is important to select the proper procurement method. The estimated or anticipated value of the contract must be determined first, unless the purchase is an emergency. The anticipated value of the contract includes the dollar value for the initial period of the contract, and includes all possible renewal periods. The expected trade-in value of equipment should not be considered when determining the anticipated value of a contract.

C. Preparing the Written Solicitation

Solicitations should convey to the reader, in a clear, concise and logical sequence, the information necessary to answer the basic questions of who, what, why, where, when and how.

D. Contract Period

- Term contracts normally cover a 12 month period or cite a specific time for completion for the project or service.
- A solicitation for a multi-year contract, or one that includes an option on the part of the town to renew the contract for an additional period, may be advantageous and should be considered; however, in determining the value of the contract and procurement method, all possible renewal periods must be included.
- Multi-year programs are subject to availability of funds, and each solicitation covering a multi-year period must contain an availability of funds clause.
- If price adjustments are to be permitted during the contract period, the conditions under which they are authorized must be specified in the original solicitation and resulting contract.
- The town should review all multi-year contracts at least annually to determine if the goods or services are still required, if prices are fair and reasonable based on the current market conditions, and if performance is satisfactory.
- Multi-year contracts including options to renew normally should not exceed 5 years.

E. Specifications

Solicitations of offers, whether by formal advertising or negotiations, shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be purchased. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description (see Use of Brand Names below) may be used as a means to define the performance or other salient requirements of a procurement.

Invitations for bids and requests for proposals shall clearly set forth all requirements which bidders must fulfill in order for bids and proposals to be properly evaluated. Factors to be used in evaluating bids or proposals shall be clearly stated in the solicitation to enable bidders to know how their bids or proposals will be evaluated. If a solicitation requires a listing of subcontractors or sub-item vendors, a bidder's failure to list such shall make that bid nonresponsive.

F. Use of Brand Names

Unless otherwise provided in the Invitation for Bid, the name of a certain brand does not restrict bidders to a specific brand, make or manufacturer's name, but conveys the general style, type, character and quality of the article desired. Any article that the Town, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended shall be acceptable.

G. Vendor Assistance in Specification Preparation

Advice or assistance may be received from a vendor in identifying the features and characteristics needed by the town; however, no person who, for compensation, prepares an Invitation to Bid or Request for Proposal for or on behalf of a public body shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement which is not available to the public.

H. Order Splitting Prohibition

The placement of multiple orders within other than a reasonable time period to one or more vendors for the same, like, or related goods or services to avoid using the appropriate method of procurement or to remain within delegated purchasing authority is prohibited. Order splitting results in higher administrative cost to the town. Requirements should be combined when practical to obtain quantity discounts and other administrative efficiencies.

I. Freight

It is the basic policy of the Town of Berryville to solicit bids for goods Freight on Board (F.O.B.) Destination, which means that freight charges are paid by the seller who owns and assumes all risk for the goods until they are accepted at the designated delivery point. The cost of shipping the goods may be included in the quoted price or by the bidder or offeror as a separate line item.

J. Insurance

Whenever work is to be performed on town owned or leased property or facilities, the contractor shall be required to **provide evidence of** Workers' Compensation, Employer's Liability, Commercial General Liability and Automobile Liability, and in certain types of programs Professional Liability/Errors and Omissions insurance coverage as specified by Virginia Municipal League recommendations (see Attachments A and B).

IX. Contract Administration

A. General

Contract administration begins after award of the contract. Its purpose is to assure that the contractor's and Town's total performance is in accordance with the terms and conditions of the contractual agreement. The integrity of the public purchasing system demands that goods or services be furnished, received, invoiced and paid as specified in the contract.

Contract Administrator:

- The administrator should be the end user of the contract or one who has a vested interest in the procurement who will be responsible for the proper adherence to all contract specifications by the contractor. The administrator will be named by job position in the contract.
- Contract administration shall be delegated by the buyer designating a specific individual or position, highlighting important aspects of the contract, and distinguishing between the administrator's authority and that which must remain a function of the purchasing office.

Contract Files:

- A complete file will be maintained in the Town Office for each purchase transaction, containing all the information necessary to understand the why, who, what, when, where and how of the transaction.
- Generally, records are open to the public in accordance with the Virginia Freedom of Information Act and should be made available for review after the award has been made.

B. Contract Renewal and Extension

Renewal:

- A term contract may contain a renewal clause describing the conditions under which it may be renewed for a stipulated period of time.
- However, no contract may be renewed and no additional consideration may be paid unless specifically provided for in the original contract.
- Price increases should not be given automatically at renewal.

- It is the responsibility of the contractor to request a price increase, if desired, up to the amount authorized by the index referenced in the contract. The Town may then negotiate the amount of the increase up to the indexed amount.

Extension:

The town may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract. No additional consideration exceeding the contracted price may be paid to the contractor. Also, in exceptional or extenuating circumstances a contract may be extended by mutual consent for a limited period of time, not to exceed six (6) months. This action should be taken in writing prior to the expiration of the current contract.

C. Vendor Performance

Default. A contractor is considered in default if he or she fails to perform in accordance with the terms and conditions of the contract.

If it is determined that a contractor is in default, a Vendor Complaint form should be issued and distributed followed by a “Notice to Cure” if unacceptable vendor response, resolution, or action is received. A cure letter may also be issued at the same time as the Vendor Complaint form.

Vendor Performance Complaints. Complaints and/or discrepancies on vendor performance should be reported as they occur using the Vendor Complaint Form. Vendors are required to respond to the Town within ten days. Failure to do so may result in removal from the Vendors List.

Notice to Cure. A Cure letter is used when a contractor has failed to perform or deliver as substantiated by a Vendor Complaint form. It provides the contractor a period of time to correct or “cure” the deficiency and places the contractor on notice as to the consequences for failure to take the required corrective action. The notice may be given either orally or in writing advising the contractor that non delivery or non-conformance is a breach of a contract and, if the deficiency is not corrected within a stated number of days, the Town will terminate the contract for default and hold the contractor liable for any excess costs.

Termination for Default and Re-procurement Costs. Upon the expiration of the time period stated in the “Notice to Cure,” if a satisfactory resolution has not been reached, the contractor will be sent a Termination for Default letter, and the buyer will take repurchase action. The Termination for Default letter states that the contract is being terminated for default and that when the Town repurchases the goods or services, any additional cost will be billed to the Vendor in default. If the repurchase results in increased costs to the Town, a letter shall be sent to the delinquent contractor demanding payment of the excess costs. Until the excess repayment costs have been received, the contractor shall be removed from the Vendors List. If repayment has not been made by the end of the specified period of time, subsequent collection action shall be taken in accordance with the Town’s collections procedures.

Debarment. In addition to the above default procedures, concurrent action to have the defaulted contractor debarred shall be initiated by sending a letter to the Town Manager recommending debarment and providing all the pertinent facts to support that recommendation. Debarment means action taken by the Town Manager to exclude individuals or firms from contracting with the Town. Debarment does not relieve the contractor of responsibility for existing obligations.

X. Employee Responsibility

Employees shall follow the Town Procurement Policy as written. Violation of the Policy will subject an employee to disciplinary action up to and including termination, depending upon the severity and number of said violations

Attachment A

Town of Berryville

General Terms and Conditions – Invitations for Bids

These General Terms and Conditions are required for use in written solicitations issued by the Town for procurements.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their bids, bidders certify to the Town of Berryville that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

During the performance of this contract, the contractor agrees as follows:

_____ a) _____ The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

_____ b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

_____ c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

EMPLOYMENT DISCRIMINATION PROHIBITED:

Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the ~~F~~federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their bids, bidders certify that they are not currently debarred by the Town of Berryville from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

MANDATORY USE OF TOWN TERMS AND CONDITIONS FOR IFBs

Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Town may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

BILL PAYMENT POLICY

The Town Treasurer shall make payment in full (unless an alternate payment plan has been agreed upon) for all goods delivered or services rendered within thirty days of receipt of the bill.

No goods or services shall be deemed received until such goods are completely delivered and found acceptable by the department head. For purposes of determining whether or not payment was made in accordance with this policy, payment in full shall be considered to be made on the date the check for payment was mailed or otherwise transmitted.

When a bill submitted to the Town of Berryville is incorrect or when there is a defect or impropriety in a bill submitted, the respective department head shall notify the creditor in writing prior to the date on which payment in full is due. The notice shall contain a description of the defect or impropriety and any other additional information to enable the creditor to correct the bill. Upon receiving a corrected bill, the Town of Berryville shall make payment in full on or before the thirtieth calendar day after receipt of the corrected bill.

SUBCONTRACTORS

All Offerors shall include a list of all subcontractors with their proposal. The Town reserves the right to reject the successful Offeror’s selection of subcontractors for good cause. If a subcontractor is rejected, the Offeror may replace that subcontractor with another subcontractor subject to the approval of the Town. Any such replacement shall be at no additional expense to the Town nor shall it result in an extension of time without the City’s approval.

To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

To notify the town and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

PRECEDENCE OF TERMS: In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF BIDDERS: The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect bidder’s physical facilities prior to award to satisfy questions regarding the bidder’s capabilities. The Town further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

TAXES: Sales to the Town are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, Unless otherwise provided in the Invitation for Bid, the name of a certain brand does not restrict bidders to a specific brand, make or manufacturer's name, but conveys the general style, type, character and quality of the article desired. Any article that the Town, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended shall be acceptable.
(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

TRANSPORTATION AND PACKAGING: By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used.
(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded as well as any other insurance requirements laid out in the request for bid or proposal. The Town requires minimum insurance amounts as recommended by the Virginia Municipal League. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The Town Manager is authorized to amend coverages and limits as required. Such amendments shall be provided in writing and specifically state that established coverages and limits differ from those provided in the Town's General Terms and Conditions.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

General services contracts or leases:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Workers Compensation Insurance -\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit (unless sole proprietor)

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

Minor Construction Contracts (\$99,999.99 or less):

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period (only if consulting or designing is involved).

Excess Liability-\$3,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Major Construction (more than \$100,000) or Hazardous contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-Refer to Risk Manager-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period. Important if designing or consulting is performed).

Excess Liability- Refer to Risk Manager-\$5,000,000 each (CGL/AL/EL) occurrence/\$5,000,000 Annual Policy Aggregate

Professional services contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period.

Cyber or Identity Breach liability-\$1,000,000 each identity breach

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

Design Professional Services and Surveyors contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period.

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

The Town shall be a named as an additional insured on any policy obtained by Contractor/ Subcontractor/Vendor/Lessee pursuant to this paragraph. Contractor shall furnish the Town with all Certificates of Insurance that indicate(s) adequate insurance coverage has been obtained. Contractor shall furnish the Town with an additional insured endorsement.

HOLD HARMLESS AGREEMENT

Contractor shall attached to each liability insurance policy with the exception of Worker's Compensation, the following endorsement: "Contractor and all subcontractors shall save Town harmless from any and all claims, damages, liabilities, expenses of litigation, including attorney's fees, and losses arising out of injury

to, or death of, any of Contractor's employees or any other person while on or about Town's premises or job site in connection with any matters relating to or arising out of the performance of this Contract. It is understood and agreed that the Contractor is at all times acting as an independent contractor."

ADDITIONAL REQUIREMENTS

During the performance of the Work described in the Contract Documents, the Contractor agrees to:

- Employment discrimination by contractor prohibited; required contract provisions (see § 2.2-4311 of the Code of Virginia)
- Compliance with federal, state, and local laws and federal immigration law; required contract provisions (see § 2.2-4311.1 of the Code of Virginia)
- Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth (see § 2.2-4311.2 of the Code of Virginia)
- Drug-free workplace to be maintained by contractor; required contract provisions (see § 2.2-4312 of the Code of Virginia)
- Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Town of Berryville

General Terms and Conditions – Requests for Proposals

These General Terms and Conditions are required for use in written solicitations issued by the Town for procurements.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Town of Berryville that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

During the performance of this contract, the contractor agrees as follows:

_____ a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

_____ b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

_____ c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

EMPLOYMENT DISCRIMINATION PROHIBITED:

Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

During the performance of this contract, the contractor agrees as follows:

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___b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

___c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Town of Berryville from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

MANDATORY USE OF TOWN TERMS AND CONDITIONS FOR RFPs : Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

BILL PAYMENT POLICY

The Town Treasurer shall make payment in full (unless an alternate payment plan has been agreed upon) for all goods delivered or services rendered within thirty days of receipt of the bill.

No goods or services shall be deemed received until such goods are completely delivered and found acceptable by the department head. For purposes of determining whether or not payment was made in accordance with this policy, payment in full shall be considered to be made on the date the check for payment was mailed or otherwise transmitted.

When a bill submitted to the Town of Berryville is incorrect or when there is a defect or impropriety in a bill submitted, the respective department head shall notify the creditor in writing prior to the date on which

payment in full is due. The notice shall contain a description of the defect or impropriety and any other additional information to enable the creditor to correct the bill. Upon receiving a corrected bill, the Town of Berryville shall make payment in full on or before the thirtieth calendar day after receipt of the corrected bill.

SUBCONTRACTORS

All Offerors shall include a list of all subcontractors with their proposal. The Town reserves the right to reject the successful Offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the Offeror may replace that subcontractor with another subcontractor subject to the approval of the Town. Any such replacement shall be at no additional expense to the Town nor shall it result in an extension of time without the City's approval.

To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

To notify the town and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

PRECEDENCE OF TERMS: In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF OFFERORS: The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Town further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Town that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

TAXES: Sales to the Town are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded as well as any other insurance requirements laid out in the request for bid or proposal. The Town requires minimum insurance amounts as recommended by the Virginia Municipal League. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The Town Manager is authorized to amend coverages and limits as required. Such amendments shall be provided in writing and specifically state that established coverages and limits differ from those provided in the Town's General Terms and Conditions.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

General services contracts or leases:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Workers Compensation Insurance -\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit (unless sole proprietor)

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

Minor Construction Contracts (\$99,999.99 or less):

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period (only if consulting or designing is involved).

Excess Liability-\$3,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Major Construction (more than \$100,000) or Hazardous contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-Refer to Risk Manager-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period. Important if designing or consulting is performed).

Excess Liability- Refer to Risk Manager-\$5,000,000 each (CGL/AL/EL) occurrence/\$5,000,000 Annual Policy Aggregate

Professional services contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period.

Cyber or Identity Breach liability-\$1,000,000 each identity breach

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

Design Professional Services and Surveyors contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period.

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

The Town shall be a named as an additional insured on any policy obtained by Contractor/ Subcontractor/Vendor/Lessee pursuant to this paragraph. Contractor shall furnish the Town with all Certificates of Insurance that indicate(s) adequate insurance coverage has been obtained. Contractor shall furnish the Town with an additional insured endorsement (see Hold Harmless Agreement). Additional insured coverage shall include both work in process and completed work. Said coverage shall be maintained for a minimum of 90 days or as specified in the contract after the Town has determined the work is complete.

HOLD HARMLESS AGREEMENT

Contractor shall attached to each liability insurance policy with the exception of Worker's Compensation, the following endorsement: "Contractor shall save Town harmless from any and all claims, damages, liabilities, expenses of litigation, including attorney's fees, and losses arising out of injury to, or death of, any of Contractor's employees or any other person while on or about Town's premises or job site in connection with any matters relating to or arising out of the performance of this Contract. It is understood an agreed that the Contractor is at all times acting as an independent contractor."

ADDITIONAL REQUIREMENTS

During the performance of the Work described in the Contract Documents, the Contractor agrees to:

- Employment discrimination by contractor prohibited; required contract provisions (see § 2.2-4311 of the Code of Virginia)
- Compliance with federal, state, and local laws and federal immigration law; required contract provisions (see § 2.2-4311.1 of the Code of Virginia)
- Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth (see § 2.2-4311.2 of the Code of Virginia)
- Drug-free workplace to be maintained by contractor; required contract provisions (see § 2.2-4312 of the Code of Virginia)
- Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

The Virginia Public Procurement Act, Code of Virginia

§ 2.2-4300 through § 2.2-4377, is available online at:

<https://dgs.virginia.gov/globalassets/business-units/dps/documents/vppa/virginia-public-procurement-act.pdf>

Town of Berryville
Procurement Forms

Requesting Dept: _____

Requester Signature: _____

X _____

Town of Berryville

RECORD OF SOLICITATIONS FOR PRICE QUOTES

		Bidder #1	Bidder #2	Bidder #3	Bidder #4
		Date _____	Date _____	Date _____	Date _____
eVa Vendor ID or DUNS Number:					
Vendor Name:					
Vendor Address:					
Contact Person:					
Phone Number:					
eMail:					
FACTORS (If Applicable)		BID Information	BID Information	BID Information	Bid Information
LABOR COSTS					
PRODUCT/MATERIAL COSTS					
TOTAL BID PRICE					
PAYEMENT TERMS					
PERFORMANCE PERIOD/TIME					
		*****ATTENTION: RECORD AND VERIFY THE INFORMATON BELOW WHEN APPLICABLE*****			
REQUIRED?	REQUIREMENT	CIRCLE "YES " or "NO" TO INDICATE CONTRACTOR'S COMPLIANCE			
Y or N	Contractor's License Number	YES NO	YES NO	YES NO	YES NO
Y or N	Insurance/Workers Compensation	YES NO	YES NO	YES NO	YES NO
Y or N	Pre-bid Conference/ Site Visit	YES NO	YES NO	YES NO	YES NO
Y or N	Warranty (Materials/Workmanship)	YES NO	YES NO	YES NO	YES NO
Y or N	Qualified Contractor Personnel	YES NO	YES NO	YES NO	YES NO
Y or N	References; # Provided _____	YES NO	YES NO	YES NO	YES NO

JOB or PRODUCT DESCRIPTION

See instructions on reverse

Instructions - Solicitations for Price Quotes for NonProfessional Services

- 1- CAUTION: Care should be exercised when obtaining pricing information by telephone to purchase goods and nonprofessional services. The job description should describe and define the task(s) which the contractor will be required to perform and itemize what the contractor is expected to accomplish. REMINDER: You are buying the contractor's time and effort, not a specific product.
- 2- BE PREPARED: Develop a firm understanding of the exact service to be purchased as this understanding will be communicated to the bidder(s).
- 3- READ AND EDIT: Read the Job Description and ensure that you fully understand the desired services.
- 4- MODIFICATIONS: All bidders must be given the chance to bid on the identical scope of work. If the original job description is modified during the bid process, then each bidder previously contacted must be contacted again and allowed to bid on the revised requirement.
- 5- FINAL JOB DESCRIPTION: The final product of the discussions with users and bidders becomes the basis for performance by the contractor, measurement of that performance by the agency, and the means by which the user's need is ultimately satisfied.
- 6- TERMS AND CONDITIONS: In soliciting telephone bids, be sure bidders are made aware of any general and special terms and conditions which will apply to the procurement.
- 7- PRICING FACTORS: Major elements of the price of service(s) provided may need to be itemized e.g., materials, labor rates, travel, etc. If multiple pricing factors are involved e.g., labor rates, discounts off price lists, unit prices, and/or lump sums, be sure to have a clear and understandable bid evaluation procedure established.

Instructions - Solicitations for Price Quotes for Goods

- 1 BE PREPARED: Develop a firm understanding of the exact product to be purchased as this understanding will be communicated to the bidder(s).
- 2 MODIFICATIONS: All bidders must be given the chance to bid on the identical product. If the original product description is modified during the bid process, then each bidder previously contacted must be contacted again and allowed to bid on the revised requirement.
- 3 TERMS AND CONDITIONS: In soliciting telephone bids, be sure bidders are made aware of any general and special terms and conditions which will apply to the procurement.

Town of Berryville

101 Chalmers Court, Suite A
 Berryville, VA 22611
 Phone (540) 955-1099 Fax (540) 955-4524

BOA P-CARD EXPENSE REPORT

ATTACH RECEIPTS

(On reverse with Cardholder Signature)

TO: Vendor Number: Vendor Name:	SHIP TO: Purchasing Department: FINANCE & ADMIN (1)
--	--

DATE	CARDHOLDER	Card No	Receipt #	AMOUNT

QTY	ACCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
			SUBTOTAL	
			SHIPPING & HANDLING	
			OTHER	
			TOTAL	

1. Please make a copy for your files.
2. Please specify if this is a new vendor.

ATTACH RECEIPTS HERE

P-Card Purchase Verification

I certify that the charge(s) incurred on the attached receipt(s) were made by me and are consistent with my organizational responsibilities.

Cardholder Signature

Town of Berryville

101 Chalmers Court, Suite A
 Berryville, VA 22611
 Phone (540) 955-1099 Fax (540) 955-4524

REQUEST FOR PAYMENT

TO: Vendor Number: Vendor Name:	Requesting Department: _____ X _____ <div style="text-align: center; color: red;">Department Head Signature</div>
--	---

DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS

QTY	ACCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
			SUBTOTAL	
			SHIPPING & HANDLING	
			OTHER	
			TOTAL	

1. Please make a copy for your files.
2. Please specify if this is a new vendor

 Town Manager (as required)

Town of Berryville

101 Chalmers Court, Suite A
 Berryville, VA 22611
 Phone (540) 955-1099 Fax (540) 955-4524

PURCHASE ORDER REQUEST

[FOR PURCHASES OVER \$20,000]

P.O. NUMBER: 2018-

<p>TO:</p> <p>Vendor Number:</p> <p>Vendor Name:</p>	<p>Requesting Department: _____</p> <p>x _____</p> <p style="text-align: center; color: red;">Department Head Signature</p>
---	---

DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS

QTY	ACCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
			SUBTOTAL	
			SHIPPING & HANDLING	
			OTHER	
			TOTAL	

1. Please make a copy for your files.
2. Please specify if this is a new vendor

x _____
Town Manager (as required)

Cooperative Procurement Approval Request Form

Governmental Entity Establishing the Cooperative Agreement:
Name of Cooperative Agreement:
Contact at Sponsoring Governmental Entity: Phone: Fax: Email Address:
Attach a copy of the solicitation including all addenda and the contract award including all modifications. Solicitation attached: <input type="checkbox"/> Yes <input type="checkbox"/> No
Other Requirements for Use of Agreement (e.g. any organizational membership, etc.)
Attach printout for requested products or services, with contract pricing
Attach printout contract terms and conditions
Benefit Justification: Explain why the use of this cooperative contract is the best option for the Town, including why the prices offered in the contract are considered fair and reasonable.

- For purchases over \$100,000, references of the contractor have been checked by the Purchasing Agent.
- For purchases over \$100,000, exclusive of State contracts, the Purchasing Agent has forwarded a copy of the contract to Town Council members no less than 45 days before the purchase.

I certify that this cooperative procurement is in the best interest of the Town of Berryville. x _____
Department Head

I approve the cooperative procurement as it documented on this form. x _____
Town Manager

Town of Berryville
101 Chalmers Court, Suite A, Berryville, VA 22611 540-955-1099

Sole Source Procurement Request

For Purchases over the \$10,000 Single Quotation Threshold

Date: _____

Title: _____

Issuing Department: _____

Name and Address of Sole Source:

_____ Date: _____

_____ By: _____

_____ Name: _____

FEI/FIN # _____ Title: _____

Email: _____ Telephone: _____

A memorandum must be attached to the request which addresses the four points shown below. The writing shall document the basis for the determination, which should include any market analysis conducted in order to ensure that the good or service required was practicably available from only one source.

- 1. Explain why this is the only product or service that can meet the needs of the town.**
- 2. Explain why this vendor is the only practicably available source from which to obtain this product or service.**
- 3. Explain why the price is considered reasonable.**
- 4. Describe the efforts that were made to conduct a noncompetitive negotiation to get the best possible price for the taxpayers.**

All sole source procurements for goods and services **over the \$10,000 Single Quotation threshold must be approved in advance by the Town Manager or designee prior to commencement of the actual procurement.**

I certify that this Sole Source Procurement meets the requirements of the Town of Berryville Procurement Policy.

Department Head Signature

Date

I have reviewed the request and supporting documentation and I approve this sole source purchase.

Town Manager Signature

Date



Town of Berryville
Vendor Registration

Please fill out the information below and the attached W-9 form to be registered as a vendor with the Town of Berryville.

Your company's legal name: _____

Business Type: _____

What kind of products/services does your company offer?

Company Website: _____

Company Address : _____

City _____

State _____ ZIP Code _____

Name of person representing the company: _____

Phone : _____ Fax: _____

Email : _____

Payment Method: _____ Check _____ P-card

***If you accept VISA, you are required to accept P-card payments.**

For Town Office Use Only

Certificate of Insurance Required: _____ Yes _____ No

Contractor's License Required: _____ Yes _____ No

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

or

Employer identification number									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Town of Berryville
101 Chalmers Court, Suite A, Berryville, VA 22611 540-955-1099

Vendor Complaint Form

Date: _____

Vendor: _____

Address: _____

Contact: _____

Nature of the Complaint

Late Delivery

Unauthorized Substitution

Poor Quality

Failure to respond to letter or call

Poor Service

Failure to respond to service call

Incorrect invoices

Failure to meet specifications

Failure to identify shipments

Shipment made collect

Request to cancel due to bid error

Failure to furnish price list /catalog

Repair parts not available

Poor workmanship

Failure to provide warranty

Shipment of used goods

Short weight or overshipment

Other _____

Details of Complaint: (attach a second page if necessary): _____

Has this complaint been resolved? Y N Complaint filed by: _____

Job Title: _____

Action taken by Town of Berryville:

BERRYVILLE TOWN COUNCIL
MOTION TO APPROVE PROCUREMENT POLICY

Date: February 13, 2018

Motion By:

Second By:

I move that the Council of the Town of Berryville approve the attached Procurement Policy.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

Attachment 14



Berryville Police Department

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

policeadmin@berryvilleva.gov

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

W. Neal White – Chief of Police

MEMO

DATE: 02/06/2018

TO: Town Council

FROM: Chief W. Neal White

CC:

RE: Police Department Monthly Report – 02/13/2018

Monthly Activity Report

The activity report for the month of January 2018 is attached to this memo.

Police and Security Committee

The Police and Security Committee met on January 25, 2018 and minutes from the meeting are attached. The next scheduled meeting for the Committee is March 22, 2018 at 9:00 am in the A/B meeting room.

Quiet Times

At the January 25, 2018 Police and Security Committee meeting there was a discussion about different times that are defined in the Town code and prohibit certain types of noise. This matter was researched in order to have a uniform designation within the code.

Sec. 4-26(c)	Barking Dogs	11pm-7am
Sec. 8-5(a)	Emptying Dumpsters	10pm-7am
Sec. 11-4(b)	Yelling or Shouting	11pm-7am
Sec. 11-4(e)	Construction	8pm-7am

The consensus of the committee was that the matter should be discussed by the full Council with a recommendation that Sec. 4-26(c) and 11-4(b) be amended to 10pm-7am to align with Sec. 8-5(a).



Berryville Police Department

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

policeadmin@berryvilleva.gov

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

W. Neal White – Chief of Police

2017 Overview

In 2017 the police department responded to a 3,002 incidents as compared to 2,591 in 2016. Those incidents generated 455 reportable offenses in 2017 compared to 361 in 2016.

Major crimes against persons and property, categorized as group "A" offenses by the Uniform Crime Report (UCR), increased 8.3% in 2017 as compared with 2016. In raw numbers there were 143 group A offenses in 2017 compared to 132 in 2016. All of the sub-categories within the group A category were actually down for 2017 with the exception of fraud and destruction of property. There were 22 incidents involving fraud in 2017 compared to 8 in 2016. In addition there were 41 incidents of destruction of property compared to 23 in 2016.



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W. Neal White – Chief of Police

Police and Security Report

	Year To Date	January	December
	2018	2018	2017
Month: January			
Year: 2018			
<u>Complaints Answered</u>			
911 Hang Up:	0	0	3
Alarms:	16	16	14
Animal Complaint:	6	6	19
Assault and Battery:	0	0	1
Assist County:	3	3	8
Auto Larceny:	0	0	0
Burglary:	2	2	1
Civil Complaints:	2	2	6
Disturbance (Non Violent):	3	3	3
Domestic Disturbance:	3	3	5
Drunk In Public:	0	0	1
Forgery & Uttering:	0	0	0
Fraud:	3	3	2
Grand Larceny:	1	1	3
Harassment/Intimidation:	4	4	2
Homicide:	0	0	0
Juvenile Related:	2	2	1
Noise:	4	4	1
Petty Larceny:	1	1	3
Public Service:	3	3	2
Rape:	0	0	0
Robbery:	0	0	0
Runaway:	0	0	0
Shoplifting:	0	0	0
Suspicious Activity:	17	17	22
Trespassing:	2	2	0
Vandalism:	10	10	3
Welfare Check:	14	14	11
Miscellaneous Complaints:	46	46	49
Total Complaints Answered:	142	142	160



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W. Neal White – Chief of Police

Police and Security Report (Continued)

	Year To Date 2018	January 2018	December 2017
<u>Traffic</u>			
Accidents Investigated:	3	3	4
Assist Motorist:	0	0	1
Child Safety Seat Install:	0	0	1
Funeral Escort:	4	4	4
Hit & Run:	0	0	0
Parking Tickets:	7	7	4
Traffic Warnings:	41	41	59
<u>Traffic Summons Issued</u>			
Defective Equipment:	0	0	1
Driving Suspended:	1	1	0
Expired Inspection:	6	6	12
Expired Registration:	0	0	1
Fail to Obey Highway Sign:	7	7	7
Fail to Obey Traffic Signals:	0	0	1
Fail to Stop/Lights & Siren:	0	0	0
Fail to Yield Right of Way:	0	0	1
Hit and Run:	0	0	0
No Liability Insurance:	0	0	0
No Operator's License:	3	3	1
No Seat Belt:	0	0	0
Reckless Driving:	0	0	3
Speeding:	12	12	18
Miscellaneous Summons:	2	2	6
Total Traffic Summons Issued:	31	31	51
<u>Found Open at Businesses in Town</u>			
Doors:	0	0	3
Windows:	0	0	0
Garage Doors:	0	0	0



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W. Neal White – Chief of Police

Police and Security Report (Continued)

	Year To Date	January	December
	2018	2018	2017
<u>Criminal Arrests Made</u>			
Abduction:	0	0	0
Arson:	0	0	0
Assault and Battery:	0	0	0
Assault and Battery on Police Officer:	0	0	0
Auto Larceny:	0	0	0
Breaking and Entering:	0	0	0
Capias:	2	2	1
Disorderly Conduct:	0	0	0
Driving While Intoxicated:	0	0	0
Drunk In Public:	0	0	1
Fail to Obey Police Officer:	0	0	0
Fail to Pay Parking Ticket:	0	0	0
Forgery:	0	0	0
Fraud:	0	0	0
Grand Larceny:	0	0	0
Homicide:	0	0	0
Illegal Drugs/Paraphernalia:	0	0	4
Petty Larceny:	0	0	0
Possess Alcohol Underage:	1	1	0
Protective Order Violations:	0	0	0
Rape:	0	0	0
Resisting Arrest:	0	0	0
Robbery:	0	0	0
Shoplifting:	0	0	0
Trespassing:	0	0	0
Vandalism:	0	0	0
Weapons Violation:	0	0	0
Miscellaneous Criminal Arrests:	2	2	1
Juvenile Arrest Total:	0	0	0
Total Criminal Arrests:	5	5	7

Attachment 15

Memo

To: Town Council

From: David Tyrrell

Date: February 6, 2018

Re: December 2017 January 2018 Operations Report

Since I was out the end of December, this report will cover the months of December 2017 and January 2018.

The water treatment plant is in compliance for December 2017 and January 2018 with its monthly parameters. For the month of December we sent a total of 9.343 MG water to the system with a daily average production of 0.374 MGD and a daily max of 0.490 MG. In January 2018 we sent 10.614 MG of water to the system with an average of 0.379 MGD and a daily max of 0.733 MG.

Utility Service Suez has completed the painting of the southeast tank and has installed the mixer. To date the mixer electric has not been connected and it is not running. Suez has not been very communicative on their return. The southeast tank was returned to service without incident after completion of the new valve installation by public works and tap and pressure sensor hookups and wiring by Utilities personnel.

The WTP PLC had issues and was not performing properly. We were able to trace the problem to one of the input cards which we have replaced. We also reprogrammed set points and optimized system functions to improve system stability upon completion of a backwash. Otherwise WTP operations have been smooth.

Drought Conditions: DEQ continues to have our region in a drought watch. River levels continue to be very low and are of concern. The midstream intake is still well submerged and our ability to supply the town is more than adequate.

The wastewater plant is in compliance with its discharge permit for December and January per data received to date. In December we treated a total of 7.82 MG with a daily average of 0.25 MGD and a daily max of 0.49 MG. In January we treated 8.38 MG of wastewater with an average flow of 0.27 MGD and a max day flow of 0.38 MG.

Recovery cleans have been completed on membrane trains 3 and 4. We replaced a faulty feedback controller on aeration air flow control valve # 327. The valve is now functioning but we may be having another valve starting to valve.

The drive unit for carbon pump #3 has been replaced with an upgraded unit including a new cabinet designed to fit the new controller. This pump is back in service and functioning normally. We are watching carbon pump #2 and it may be developing a similar issue.

We have cleaned out the effluent wet well and started the installation of the cover to mitigate algae. Work will continue as weather and time permits.

We had Overhead Doors of Winchester in to repair one of the sludge garage doors which jumped track caused by it's almost falling off of the wall.

We had Mid-Atlantic Crane Service in again for another repair of our 5-ton crane for pulling membrane cartridges.

Sludge press #2 was having issues clogging on one side of the press. Trouble shooting found that the air pressure control valve had drifted and that the control system was only programmed to read one of the pressure sensors. We calibrated the pressure sensor and reprogrammed the control unit to more effectively control the process and increase efficiency.

We replaced the strainers on the drum screen booster pumps in the headworks with larger filtration units to protect the booster pumps from possible debris and algae. Additionally drum screen #2 developed several large holes in the screen which appear to have been caused by something wrapping around the screen like a rope or wire that tightened around the screen then breaking under the stress of the drum rotation. Jon Dennis welding was able to make some good repairs to the screen.

Attached for review are the DMR data reports for the wastewater plant with data received to date, a copy of the report for the membrane performance from GE, and the water plant page 1 operations report for VDH.

FLOWS AND CHEMICAL DOSAGES

No. Connections Served: 1670
 Population Served: 4185

DATE	Raw Water Treated MGD	Finished Water Produced MGD	Finished Water Delivered MGD	Hours in Service	Raw Water Chemicals					Finished Water Chemicals												
					Alum	Carbon	Chlorine	Fluoride	Polymer	KMnO4	Soda Ash	Chlorine	Corr Inhibitor									
	Lbs per Day	Lbs per Day	Lbs per Day		mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L					
1	0.4876		0.437	15.0	10.0	4	1.1	3.4	0.83	0.071	0.017	4	1.0	16.9	4.2							
2	0.2562		0.230	7.5	7.1	1	0.6	3.9	1.83	0.031	0.014	0.0	0.0	8.4	3.9							
3																						
4	0.509		0.457	15.3	41	9.6	0.9	6.8	1.60	0.070	0.016	4.3	1.0	17.2	4.1							
5	0.507		0.457	15.3	41	9.6	0.6	6.7	1.58	0.070	0.017	4.3	1.0	17.0	4.0							
6	0.45		0.404	13.3	35	9.5	2	7.0	1.87	0.075	0.020	3.4	0.9	14.6	3.9							
7	0.341		0.300	10.0	30	10.7	1	3.1	1.09	0.050	0.018	1.9	0.7	10.8	3.8							
8	0.336		0.303	10.2	25	9.0	2	3.5	1.25	0.050	0.018	1.9	0.7	11.5	4.1							
9	0.232		0.207	6.6	20	10.5	1	3.3	1.72	0.030	0.016	1.2	0.6	7.2	3.7							
10																						
11	0.536		0.490	15.8	35	7.9	2	3.6	0.81	0.077	0.017	3.0	0.7	17.1	3.8							
12	0.512		0.442	14.5	41	9.5	4	6.7	1.57	0.073	0.017	2.7	0.6	15.7	3.7							
13	0.504		0.456	15.3	41	9.6	4	6.9	1.65	0.071	0.017	2.9	0.7	15.3	3.6							
14	0.504		0.450	15.1	30	7.2	4	3.3	0.73	0.079	0.019	2.8	0.7	14.5	3.4							
15	0.516		0.472	15.2	56	13.0	5	6.7	1.56	0.075	0.017	2.9	0.7	14.6	3.4							
16																						
17																						
18	0.435		0.391	12.8	30	8.4	4	3.6	0.99	0.062	0.017	2.4	0.7	12.2	3.4							
19	0.525		0.472	15.3	36	8.2	4	6.7	1.53	0.075	0.017	2.9	0.7	14.6	3.3							
20	0.54		0.485	15.5	30	6.8	3	6.6	1.47	0.079	0.018	2.9	0.6	14.9	3.3							
21	0.536		0.484	15.5	61	13.6	4	6.8	1.52	0.075	0.017	2.9	0.6	14.9	3.3							
22	0.392		0.355	11.5	25	7.8	4	3.5	1.06	0.057	0.017	2.2	0.7	11.0	3.4							
23																						
24	0.233		0.209	6.8	10	5.2	3	3.3	1.71	0.040	0.021	1.3	0.7	6.5	3.3							
25	0.219		0.197	6.5	20	11.1	2	0.2	0.13	0.030	0.016	1.0	0.5	6.2	3.4							
26	0.159		0.143	5.0	10	7.6	1	3.2	2.44	0.022	0.017	0.8	0.6	4.8	3.6							
27	0.497		0.424	14.8	46	11.0	4	7.0	1.70	0.071	0.017	2.3	0.6	14.1	3.4							
28	0.521		0.467	15.0	41	9.3	5	3.3	0.76	0.075	0.017	2.8	0.8	14.4	3.3							
29	0.527		0.474	15.3	41	9.2	4	6.7	1.52	0.071	0.016	2.9	0.7	14.6	3.3							
30	0.152		0.137	4.3	10	8.0	2	0.2	0.13	0.022	0.017	0.8	0.7	4.1	3.2							
31																						
Total	10.427	0.000	9.343	307.0	812	229.5	76	22.0	0.0	0.00	116.2	33.1	1.50	0.431	61	16.9	0.0	0.00	313.0	89.94	0.0	0.00
Maximum	0.540	0.000	0.490	15.8	61	13.6	5	1.4	0.0	0.00	7.0	2.4	0.08	0.021	4	1.0	0.0	0.00	17.2	4.16	0.0	0.00
Minimum	0.152	0.000	0.137	4.3	10	5.2	1	0.3	0.0	0.00	0.2	0.1	0.02	0.014	0	0.0	0.0	0.00	4.1	3.21	0.0	0.00
Average	0.417	0.000	0.374	12.3	32	9.2	3	0.9	0.000	0.000	4.6	1.3	0.06	0.017	2	0.7	0.000	0.000	12.5	3.60	0.000	0.000

SIGNED: (OPERATOR IN RESPONSIBLE CHARGE) _____ RAW WATER SOURCE(S) USED DURING MONTH: (SOURCE/DATES)

PRINTED NAME _____
 David A. Tyrrell

TITLE: OPERATOR CLASSIFICATION _____
 DPOR CERTIFICATION NO. _____
 Class 1
 1955002873

Shenandoah River - Entire Month

Flows and Chemical Dosages

No. Connections Served: 1670
 Population Served: 4185

DATE	Raw Water Treated MGD	Finished Water Produced MGD	Finished Water Delivered MGD	Hours in Service	Raw Water Chemicals					Finished Water Chemicals												
					Alum	Carbon	Chlorine	Fluoride	Polymer	KMnO4	Soda Ash	Chlorine	Corr Inhibitor									
	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L						
1	0.143		0.128	4.3	10	8.5	1	1.0	3.2	2.68	0.002	0.002	1	0.7	4.1	3.4						
2	0.268		0.197	8.0	20	9.1	2	0.7	3.4	1.51	0.044	0.020	1.5	0.7	7.7	3.4						
3	0.511		0.452	15.5	35	8.3	4	0.9	3.6	0.84	0.075	0.018	2.9	0.7	14.9	3.5						
4	0.512		0.461	15.0	46	10.7	4	0.9	6.7	1.57	0.071	0.017	2.8	0.7	14.4	3.4						
5	0.539		0.480	15.5	15	3.4	4	0.8	6.7	1.49	0.066	0.015	2.9	0.6	14.9	3.3						
6	0.411		0.370	11.8	25	7.4	4	1.1	3.5	1.02	0.060	0.018	1.1	0.3	11.3	3.3						
7																						
8	0.501		0.447	14.5	35	8.5	4	1.0	3.5	0.84	0.070	0.017	1.3	0.3	14.0	3.4						
9	0.532		0.479	14.8	41	9.1	5	1.2	6.7	1.51	0.080	0.018	1.4	0.3	14.1	3.2						
10	0.342		0.300	9.3	20	7.1	3	1.0	3.5	1.22	0.040	0.014	0.9	0.3	8.9	3.1						
11	0.812		0.733	23.0	56	8.2	7	1.1	10.1	1.49	0.130	0.019	2.1	0.3	22.0	3.2						
12	0.209		0.179	5.5	10	5.8	2	0.9	3.3	1.89	0.030	0.017	0.5	0.3	5.3	3.0						
13	0.204		0.185	5.8	20	11.9	1	0.7	0.2	0.12	0.030	0.018	0.5	0.3	5.5	3.2						
14	0.147		0.124	4.0	15	12.4	1	0.7	3.2	2.63	0.022	0.018	0.4	0.3	3.8	3.1						
15	0.227		0.195	6.0	15	8.0	2	1.1	3.6	1.90	0.040	0.021	0.6	0.3	5.8	3.0						
16	0.572		0.501	16.5	51	10.6	4	0.9	6.8	1.42	0.077	0.016	1.5	0.3	15.8	3.3						
17	0.592		0.523	17.8	51	10.3	5	0.9	3.4	0.69	0.086	0.017	1.6	0.3	17.0	3.4						
18	0.533		0.476	15.6	51	11.4	4	0.9	6.7	1.51	0.075	0.017	1.4	0.3	15.0	3.4						
19	0.525		0.470	15.3	46	10.4	3	0.7	6.7	1.54	0.079	0.018	1.4	0.3	14.7	3.3						
20	0.316		0.276	9.1	30	11.5	3	1.2	3.4	1.29	0.044	0.017	1.1	0.4	8.7	3.3						
21																						
22	0.523		0.471	15.5	46	10.5	4	0.9	6.7	1.54	0.071	0.016	1.9	0.4	14.9	3.4						
23	0.543		0.482	15.8	46	10.1	3	0.7	6.7	1.49	0.075	0.017	1.9	0.4	15.1	3.3						
24	0.538		0.475	15.0	51	11.3	4	1.0	3.7	0.82	0.084	0.019	1.9	0.4	14.4	3.2						
25	0.503		0.449	14.5	46	11.0	4	1.0	3.3	0.79	0.075	0.018	1.8	0.4	13.9	3.3						
26	0.302		0.272	8.5	20	8.1	2	0.8	3.4	1.35	0.044	0.017	1.3	0.5	8.2	3.2						
27																						
28	0.131		0.114	4.0	15	13.9	1	0.7	6.9	6.35	0.020	0.018	0.0	0.0	3.8	3.5						
29	0.519		0.455	15.3	46	10.5	4	0.8	3.4	0.79	0.073	0.017	2.4	0.6	14.6	3.4						
30	0.53		0.478	15.3	46	10.3	4	0.8	6.7	1.52	0.077	0.017	2.4	0.5	14.6	3.3						
31	0.496		0.442	14.5	51	12.3	4	1.1	7.0	1.69	0.071	0.017	2.3	0.6	13.9	3.4						
Total	11.981	0.000	10.614	345.3	959	270.8	92	25.4	0.0	0.00	136.1	43.5	1.71	0.472	43	11.7	0.0	0.00	331.1	92.49	0.0	0.00
Maximum	0.812	0.000	0.733	23.0	56	13.9	7	1.2	0.0	0.00	10.1	6.4	0.13	0.021	3	0.7	0.0	0.00	22.0	3.51	0.0	0.00
Minimum	0.131	0.000	0.114	4.0	10	3.4	1	0.7	0.0	0.00	0.2	0.1	0.00	0.002	0	0.0	0.0	0.00	3.8	3.04	0.0	0.00
Average	0.428	0.000	0.379	12.3	34	9.7	3	0.9	#####	#####	4.9	1.6	0.06	0.017	2	0.4	#####	#DIV/0!	11.8	3.30	#####	#####

SIGNED: (OPERATOR IN RESPONSIBLE CHARGE)

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

PRINTED NAME

David A Tyrrrell

Shenandoah River - Entire Month

TITLE: OPERATOR CLASSIFICATION
 DPOR CERTIFICATION NO.

Class 1
 1955002813

Berryville STP Monthly DMR Data

December 2017

Date	Effluent Flow		Eff pH	Eff Temp	Eff CBOD	Eff CBOD	Eff TSS	Eff TSS	Eff CBOD	Eff TSS	Eff DO River	Effluent DO WWTP	Eff NO2/NO3	Eff TKN	Eff TKN	Eff Total N	
	MGD	SU	Deg C	mg/l	KG/D	KG/D	mg/l	KG/D	KG/D	KG/D	mg/l	mg/l	mg/l	mg/l	KG/D	KG/D	mg/l
12/1/2017	0.25	7.7	15.2								10.5	9.4					
12/2/2017	0.25	7.8	16.1								9.9	9.4					
12/3/2017	0.25	7.7	15.0								9.7	9.0					
12/4/2017	0.24	7.7	15.8								9.5	9.3					
12/5/2017	0.19	7.7	15.8	2.00	1.47						9.7	9.4	2.25	1.67	1.23		3.92
12/6/2017	0.26	7.7	15.3	4.00	3.98						10.6	8.5					
12/7/2017	0.27	7.6	15.0	3.00	3.04						9.7	9.9	3.64	1.68	1.70		5.32
12/8/2017	0.27	7.7	15.1								10.1	9.2					
12/9/2017	0.28	7.6	13.9								9.6	10.0					
12/10/2017	0.28	7.7	13.3								10.4	10.7					
12/11/2017	0.27	7.7	13.2								10.1	9.6					
12/12/2017	0.26	7.7	13.1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.1	9.6	4.13	0.90	0.89		5.03
12/13/2017	0.30	7.6	12.1	4.00	4.57						9.2	9.8					
12/14/2017	0.26	7.7	12.1	4.00	3.98						9.1	8.7	2.32	1.01	1.01		3.33
12/15/2017	0.27	7.7	11.8								9.1	9.7					
12/16/2017	0.27	7.6	12.3								9.3	9.5					
12/17/2017	0.27	7.7	13.0								9.8	9.5					
12/18/2017	0.26	7.6	12.4								10.5	11.0					
12/19/2017	0.25	7.7	12.9	3.00	2.88						10.3	10.9	0.86	1.55	1.49		2.41
12/20/2017	0.49	7.7	13.5	3.00	5.56						11.9	11.3					
12/21/2017	0.32	7.5	13.3	2.00	2.41						9.9	12.6	3.32	4.48	5.39		7.80
12/22/2017	0.21	7.6	13.6								10.4	9.2					
12/23/2017	0.23	7.6	14.4								10.7	9.8					
12/24/2017	0.22	7.5	14.1								10.1	9.8					
12/25/2017	0.22	7.7	14.1								10.3	10.0					
12/26/2017	0.21	7.7	13.3	3.00	2.35						10.3	9.7	1.51	1.76	1.38		3.27
12/27/2017	0.21	7.7	13.4	4.00	3.21						10.0	9.8					
12/28/2017	0.14	7.8	12.4	2.00	1.02						9.9	9.9	2.40	1.37	0.70		3.77
12/29/2017	0.17	7.9	14.6								11.1	10.2					
12/30/2017	0.21	7.7	13.9								11.1	9.6					
12/31/2017	0.28	7.7	12.6								10.2	9.7					
Minimum	0.14	7.5	11.8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.1	8.5	0.86	0.90	0.70		2.41
Maximum	0.49	7.9	16.1	4.00	5.56						11.9	12.6	4.13	4.48	5.39		7.80
Total	7.82	238.0	426.6	34.00	34.49						312.1	304.7	20.43	14.42	13.79		34.85
Average	0.25	7.7	13.8	2.83	2.87						10.1	9.8	2.55	1.80	1.72		4.36
Geo Mean	0.25	7.7	13.7	2.72	2.60						10.0	9.8	2.31	1.6	1.40		4.11

Berryville STP Monthly DMR Data

December 2017

Date	Eff Total N		Eff Total P		E-Coli	
	KG/D	mg/l	KG/D	KG/D	No/100ml	
12/1/2017						
12/2/2017						
12/3/2017						
12/4/2017						
12/5/2017	2.88	0.07	0.05		1	
12/6/2017						
12/7/2017	5.40	0.09	0.09			
12/8/2017						
12/9/2017						
12/10/2017						
12/11/2017						
12/12/2017	4.98	0.10	0.10		1	
12/13/2017						
12/14/2017	3.32	0.09	0.09			
12/15/2017						
12/16/2017						
12/17/2017						
12/18/2017						
12/19/2017	2.32	0.12	0.12		1	
12/20/2017						
12/21/2017	9.40	0.11	0.13			
12/22/2017						
12/23/2017						
12/24/2017						
12/25/2017						
12/26/2017	2.57	0.04	0.03		1	
12/27/2017						
12/28/2017	1.93	0.03	0.02			
12/29/2017						
12/30/2017						
12/31/2017						
Minimum	1.93	0.03	0.02		1	
Maximum	9.40	0.12	0.13		1	
Total	32.80	0.65	0.63		4	
Average	4.10	0.08	0.08		1	
Geo Mean	3.59	0.07	0.06		1	

Berryville STP Monthly DMR Data

January 2018

Date	Effluent Flow MGD	Eff pH	Eff Temp Deg C	Eff CBOD mg/l	Eff CBOD KG/D	Eff TSS mg/l	Eff TSS KG/D	Effluent DO River mg/l	Effluent DO WWTP mg/l	Eff NO2/ NO3 mg/l	Eff TKN mg/l	Eff TKN KG/D	Eff Total N mg/l
1/1/2018	0.21	7.7	11.0					10.4	9.4				
1/2/2018	0.22	7.6	11.1	2.00	1.64			11.0	11.3	2.77	1.50	1.23	4.27
1/3/2018	0.26	7.8	11.2	4.00	3.95			13.1	10.4				
1/4/2018	0.28	7.7	7.8	5.00	5.32			10.2	12.1	2.89	1.44	1.53	4.33
1/5/2018	0.34	7.6	9.6					11.4	10.3				
1/6/2018	0.34	7.5	11.1					11.5	10.4				
1/7/2018	0.35	7.8	11.1					11.5	12.4				
1/8/2018	0.27	7.7	9.6					11.4	12.2				
1/9/2018	0.16	7.6	9.6	2.00	1.19	0.00	0.00	11.1	11.5	5.23	4.28	2.54	9.51
1/10/2018	0.16	7.6	10.0	0.00	0.00			11.8	12.0				
1/11/2018	0.22	7.6	10.9	1.00	0.82			11.6	11.0	2.31	1.60	1.31	3.91
1/12/2018	0.28	7.6	12.3					11.7	11.6				
1/13/2018	0.38	7.5	11.8					12.3	13.1				
1/14/2018	0.31	7.6	11.7					11.4	11.3				
1/15/2018	0.32	7.5	13.4					9.7	12.7				
1/16/2018	0.27	7.5	10.5	1.00	1.01			11.5	11.2	1.60	1.44	1.46	3.04
1/17/2018	0.24	7.7	10.3	2.00	1.78			10.5	10.3				
1/18/2018	0.24	7.6	10.1	0.00	0.00			10.9	10.3	2.32	1.41	1.26	3.73
1/19/2018	0.25	7.9	15.8					11.6	10.4				
1/20/2018	0.26	7.6	10.9					10.9	10.6				
1/21/2018	0.27	7.5	11.4					11.6	12.1				
1/22/2018	0.28	7.6	12.8					8.5	10.6				
1/23/2018	0.34	7.6	12.3	2.00	2.54			10.3	10.9	1.51	1.29	1.64	2.80
1/24/2018	0.34	7.6	13.0	2.00	2.54			9.2	10.0				
1/25/2018	0.27	7.6	12.4	1.00	1.04			12.3	11.1	2.25	1.40	1.45	3.65
1/26/2018	0.26	7.7	12.7					11.8	12.4				
1/27/2018	0.29	7.6	12.3					12.4	11.3				
1/28/2018	0.29	7.7	13.1					11.6	11.2				
1/29/2018	0.28	7.6	12.8					12.4	10.5				
1/30/2018	0.25	7.7	14.3	1.00	0.93			11.8	10.4				
1/31/2018	0.23	7.6	10.8					13.5	12.3				
Minimum	0.16	7.5	7.8	0.00	0.00	0.00	0.00	8.5	9.4	1.51	1.29	1.23	2.80
Maximum	0.38	7.9	15.8	5.00	5.32	0.00	0.00	13.5	13.1	5.23	4.28	2.54	9.51
Total	8.38	236.5	357.7	23.00	22.77	0.00	0.00	350.9	347.3	20.88	14.36	12.43	35.24
Average	0.27	7.6	11.5	1.77	1.75	0.00	0.00	11.3	11.2	2.61	1.80	1.55	4.41
Geo Mean	0.27	7.6	11.4	1.64	1.58	1.00	1.00	11.3	11.2	2.43	1.6	1.51	4.10

Berryville STP Monthly DMR Data

January 2018

Date	Eff Total N	Eff Total P	Eff Total P	Eff Total/P	E-Coli
	KG/D	mg/l	KG/D	KG/D	No./100ml
1/1/2018					
1/2/2018	3.51	0.07	0.06		
1/3/2018					1
1/4/2018	4.61	0.05	0.05		
1/5/2018					
1/6/2018					
1/7/2018					
1/8/2018					
1/9/2018	5.66	0.07	0.04		1
1/10/2018					
1/11/2018	3.22	0.03	0.02		
1/12/2018					
1/13/2018					
1/14/2018					
1/15/2018					
1/16/2018	3.09	0.03	0.03		1
1/17/2018					
1/18/2018	3.34	0.08	0.07		
1/19/2018					
1/20/2018					
1/21/2018					
1/22/2018					
1/23/2018	3.57	0.22	0.28		1
1/24/2018					
1/25/2018	3.79	0.24	0.25		
1/26/2018					
1/27/2018					
1/28/2018					
1/29/2018					
1/30/2018					1
1/31/2018					
Minimum	3.09	0.03	0.02		1
Maximum	5.66	0.24	0.28		1
Total	30.79	0.79	0.81		5
Average	3.85	0.10	0.10		1
Geo Mean	3.77	0.07	0.07		1

Berryville WWTP Monthly Membrane Operation Report

December 2017

UF 1 KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
FluxBeforeBP	●	100 %	1.23	821	6.381
PermeateTurbidityAfterBP	●	100 %	0.02	821	0.274
TCPermeabilityBeforeBP	●	100 %	6.05	739	39.496
TMPBeforeBP	●	100 %	0.08	821	0.235
TotalPermeateFlowDaily		100 %	24151.92	32	66239.031

UF 2 KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
FluxBeforeBP	●	100 %	1.32	878	6.378
PermeateTurbidityAfterBP	●	100 %	0.03	878	0.135
TCPermeabilityBeforeBP	●	100 %	4.24	878	21.398
TMPBeforeBP	●	100 %	0.13	878	0.451
TotalPermeateFlowDaily		100 %	25038.75	32	67174.656

UF 3 KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
FluxBeforeBP	●	100 %	1.39	857	6.412
PermeateTurbidityAfterBP	●	100 %	0.02	857	0.274
TCPermeabilityBeforeBP	●	100 %	4.34	847	38.349
TMPBeforeBP	●	100 %	0.06	857	0.243
TotalPermeateFlowDaily		100 %	25320.39	32	66578.594

UF 4 KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
FluxBeforeBP	●	100 %	1.28	852	6.042
PermeateTurbidityAfterBP	●	100 %	0.03	852	0.221
TCPermeabilityBeforeBP	●	98 %	8.94	774	31.325
TMPBeforeBP	●	100 %	0.13	852	0.265
TotalPermeateFlowDaily		100 %	18976.1	32	63080.563

UF Plant KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
PermeateTemperature		100 %	2.53	2976	43.179
TotalPermeateFlowDaily		100 %	64438.93	32	263072.844

UF 1 KPI Summary

Parameter	LL	LCL	UCL	HH	Dec
FluxBeforeBP	--	--	12.23	16.3	6.381
PermeateTurbidityAfterBP	0	--	0.9	1	0.274
TCPermeabilityBeforeBP	4	6	--	--	39.496
TMPBeforeBP	--	--	7	8	0.235
TotalPermeateFlowDaily	--	--	--	--	66061.613

UF 2 KPI Summary

Parameter	LL	LCL	UCL	HH	Dec
FluxBeforeBP	--	--	12.23	16.3	6.378
PermeateTurbidityAfterBP	0	--	0.9	1	0.135
TCPermeabilityBeforeBP	4	6	--	--	21.398
TMPBeforeBP	--	--	7	8	0.451
TotalPermeateFlowDaily	--	--	--	--	67429.355

UF 3 KPI Summary

Parameter	LL	LCL	UCL	HH	Dec
FluxBeforeBP	--	--	12.23	16.3	6.412
PermeateTurbidityAfterBP	0	--	0.9	1	0.274
TCPermeabilityBeforeBP	4	6	--	--	38.349
TMPBeforeBP	--	--	7	8	0.243
TotalPermeateFlowDaily	--	--	--	--	66687.839

UF 4 KPI Summary

Parameter	LL	LCL	UCL	HH	Dec
FluxBeforeBP	--	--	12.23	16.3	6.042
PermeateTurbidityAfterBP	0	--	0.9	1	0.221
TCPermeabilityBeforeBP	4	6	--	--	31.325
TMPBeforeBP	--	--	7	8	0.265
TotalPermeateFlowDaily	--	--	--	--	63071.806

UF Plant KPI Summary

Parameter	LL	LCL	UCL	HH	Dec
PermeateTemperature	32	--	100	110	43.179
TotalPermeateFlowDaily	--	--	1100000	2100000	263250.613

Berryville WWTP Monthly Membrane Operation Report

January 2018

UF 1 KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
FluxBeforeBP	●	100 %	1.42	797	6.776
PermeateTurbidityAfterBP	●	100 %	0.04	797	0.347
TCPermeabilityBeforeBP	●	100 %	6.1	743	37.656
TMPBeforeBP	●	100 %	0.09	797	0.297
TotalPermeateFlowDaily		100 %	15343.91	32	68797.719

UF 2 KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
FluxBeforeBP	●	100 %	1.43	773	6.754
PermeateTurbidityAfterBP	●	100 %	0.06	773	0.151
TCPermeabilityBeforeBP	●	100 %	3.36	773	20.021
TMPBeforeBP	●	100 %	0.17	773	0.57
TotalPermeateFlowDaily		100 %	14781.17	32	66609.531

UF 3 KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
FluxBeforeBP	●	100 %	1.52	868	6.79
PermeateTurbidityAfterBP	●	100 %	0.04	868	0.347
TCPermeabilityBeforeBP	●	100 %	3.71	849	38.131
TMPBeforeBP	●	100 %	0.07	868	0.289
TotalPermeateFlowDaily		100 %	16302.6	32	72409.813

UF 4 KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
FluxBeforeBP	●	100 %	1.42	861	6.574
PermeateTurbidityAfterBP	●	100 %	0.06	861	0.237
TCPermeabilityBeforeBP	●	99 %	8.23	807	32.201
TMPBeforeBP	●	100 %	0.13	861	0.327
TotalPermeateFlowDaily		100 %	14422.75	32	72623.0

UF Plant KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
PermeateTemperature		100 %	2.04	2536	37.198
TotalPermeateFlowDaily		100 %	50254.63	32	280440.063

UF 1 KPI Summary

Parameter	LL	LCL	UCL	HH	Jan
FluxBeforeBP	--	--	12.23	16.3	6.776
PermeateTurbidityAfterBP	0	--	0.9	1	0.347
TCPermeabilityBeforeBP	4	6	--	--	37.656
TMPBeforeBP	--	--	7	8	0.297
TotalPermeateFlowDaily	--	--	--	--	69095.161

UF 2 KPI Summary

Parameter	LL	LCL	UCL	HH	Jan
FluxBeforeBP	--	--	12.23	16.3	6.754
PermeateTurbidityAfterBP	0	--	0.9	1	0.151
TCPermeabilityBeforeBP	4	6	--	--	20.021
TMPBeforeBP	--	--	7	8	0.57
TotalPermeateFlowDaily	--	--	--	--	66903.774

UF 3 KPI Summary

Parameter	LL	LCL	UCL	HH	Jan
FluxBeforeBP	--	--	12.23	16.3	6.79
PermeateTurbidityAfterBP	0	--	0.9	1	0.347
TCPermeabilityBeforeBP	4	6	--	--	38.131
TMPBeforeBP	--	--	7	8	0.289
TotalPermeateFlowDaily	--	--	--	--	73322.774

UF 4 KPI Summary

Parameter	LL	LCL	UCL	HH	Jan
FluxBeforeBP	--	--	12.23	16.3	6.574
PermeateTurbidityAfterBP	0	--	0.9	1	0.237
TCPermeabilityBeforeBP	4	6	--	--	32.201
TMPBeforeBP	--	--	7	8	0.327
TotalPermeateFlowDaily	--	--	--	--	73558.387

UF Plant KPI Summary

Parameter	LL	LCL	UCL	HH	Jan
PermeateTemperature	32	--	100	110	37.198
TotalPermeateFlowDaily	--	--	1100000	2100000	282880.097

Attachment 16

Attachment 16

**Report of the Department of Public Works
February 6, 2018**

Water

The month of January provided the area with plenty of extreme cold weather and numerous weather related issue. During the height of the cold weather Public Works was manned around the clock, this was done so we could respond in a timely manner for water related emergencies.

During the cold spell we experienced several dozen calls for frozen water meters and frozen pipes and burst water laterals on the property owner' s side of the meter.

We also experienced two water main breaks last month. The first break occurred on the ten inch transmission line on Springsbury Road. We excavated and found that a 20 foot section of pipe had split. We repaired the break by installing a 20 foot section of PVC pipe and two Hi-Max couplings. The second main break occurred at the intersection of Rice & Academy Street. The four inch main that services this area broke. We repaired this break by installing a four inch stainless steel repair sleeve. Both these water main breaks were likely a result of the extreme cold weather.

Sewer

During the past month we had two sewer blockage issues. The first blockage occurred on North Buckmarsh Street. This blockage was the result of grease build up in the line. The other problem occurred on a sewer main near East Fairfax Street. It appears this section of main may need to be excavated and a point repair made to abate the problem. Both blockages were cleared by the use of our sewer jet rodder.