



Community Development Committee

MEETING AGENDA

Berryville-Clarke County Government Center

101 Chalmers Court, Second Floor

Main Meeting Room

Regular Session

May 28, 2024

4:00 PM

Item

Page

1. **Call to Order- Ryan Tibbens, Chair**
2. **Approval of Agenda**
3. **Discussion- Town Code regulations for portable storage containers**
Portable storage container regulations and draft permit application
4. **Discussion- Town Code regulations- weeds**
Property Maintenance ordinances, current and proposed
5. **Discussion- Livery stable and park restrooms**
Report, Livery stable discussion, proposed addition of restroom to serve Rose Hill Park
6. **Discussion- Rose Hill Park master plan**
Initial review of park amenities and discussion of future needs
7. **Other**
8. **Closed Session**
9. **Adjourn**

Item Title

Discussion – Portable Storage Container regulations

Prepared By

Christy Dunkle

Background/History/General Information

The Community Development Committee has discussed the regulations of portable storage containers within the Town of Berryville. It was determined that the regulation should be included in the Town Code.

Findings/Current Activity

Below is the draft regulation for discussion at the meeting:

Berryville Town Code

Section 5-6. – PORTABLE STORAGE CONTAINERS

- (a) A portable storage container is defined as a purpose-built, enclosed box-like container that is designed for temporary storage of household goods and equipment.**
- (b) Notwithstanding any contrary provisions of the Town Code, portable storage containers located outside of a fully enclosed building or structure shall be permitted in all zoning districts, subject to the following restrictions:**
 - i. A zoning permit is required for any portable storage container placed on property in the Town of Berryville.**
 - ii. A maximum of two (2) portable storage containers may be allowed on a lot for a period no longer than fifteen (15) days in any consecutive 12-month period. A maximum of one (1) portable storage container may be allowed on a lot for a period no longer than sixty (60) days in any consecutive 12-month period.**
 - iii. Where there is a change in ownership of the lot, the date upon which title to the lot is conveyed shall begin a new 12-month period.**
 - iv. The portable storage container must be at least five (5) feet from the property line or on the driveway of the lot.**
 - v. One (1) portable storage container may be placed in a parking place on the street when space is not available on site for a maximum of seven (7) days.**
 - vi. A portable storage container may not exceed the following dimensions:**
 - twenty (20) feet in length,**
 - eight (8) feet in width, and**
 - ten (10) feet in height.**

- vii. All portable storage containers shall be maintained in a condition free from rust, peeling paint, and other forms of deterioration.
 - viii. Portable storage containers which are to be sited permanently must meet all zoning, historic district, and building requirements for accessory structures.
- (c) A first violation of this section shall constitute a Class 4 misdemeanor. A second or subsequent violation by the same person shall constitute a Class 3 misdemeanor. Each day of violation shall constitute a separate offense.

At the May Town Council meeting, there was a discussion about timelines that the containers may be placed on a specific property. Vice Mayor Gibson suggested that residents may need additional time beyond the 60-day limit being considered when doing construction projects.

Schedule/Deadlines

N/A

Other Considerations

A draft permit application is included with this staff report.

Recommendation

Discuss at the meeting.

Sample Motion

N/A

Attachments:

- Draft permit application

DRAFT
052824



**TOWN OF
BERRYVILLE
VIRGINIA**

Portable Storage Container Permit

Permit Number _____ Date _____

Contact Information

Applicant Name _____ Cell/Home Phone _____

Address _____ Town _____ State/Zip _____

E-mail _____

Property Owner Name _____ Cell/Home Phone _____

(if not applicant) Address _____ Town _____ State/Zip _____

E-mail _____

of portable storage containers _____

By initialing below, I hereby agree to place, locate, and maintain a portable storage container on the above-referenced property in full compliance with the regulations set forth below, pursuant to Section 5-6 of the Code of the Town of Berryville:

- _____ The placement of any portable storage container on a lot shall be permitted only upon issuance of this permit;
- _____ A portable storage container shall not be permitted on any lot that does not contain a principal structure;
- _____ A maximum of one (1) storage container may not exceed 60 days or maximum of two (2) portable storage containers may not exceed 15 days in any 12-month period;
- _____ One (1) portable storage container may be placed in a legal parking place on the street when space is not available on site for a maximum of seven (7) days;
- _____ A placard indicating the date of delivery shall be affixed to the portable storage container by the owner and clearly visible from the public right-of-way;
- _____ Portable storage containers must be at least five (5) feet from any property line or on the driveway of the lot;
- _____ Dimensions of the portable storage container may not exceed twenty (20) feet in length, eight (8) feet in width, or ten (10) feet in height;
- _____ All portable storage containers shall be maintained in a condition free from rust, peeling paint, and other forms of deterioration.

Please attach a plat of the property identifying the location of the portable storage container.

By my signature, I acknowledge that I have read and understand Section 5-6 of the Code of the Town of Berryville and agree to abide by the same.

Applicant Signature Date

Zoning Administrator Signature Date

Berryville Town Council Item Report Summary
May 28, 2024

Item Title:

Property Maintenance

Prepared By:

Chief W. Neal White

Background/History General Information

A discussion concerning property maintenance, specifically exterior property maintenance standards, was initiated last calendar year in committee. The initial discussions focused on the existing sec. 13-32 (Removal of weeds and other foreign growth) and 13-32.1 (When action to be taken pursuant to section 13-32) of the Berryville Town Code looking at the steps incorporated in abatement of identified nuisances. In addition, the topic of how to fairly identify the differences between a property in violation and a property being utilized as a pollinator garden or similar use were discussed. The initial discussions required additional research and ordinance development.

Findings/Current Activity

The primary concerns with the existing ordinance are the number of resources involved in the violation, enforcement, and abatement process along with necessary specificity within the language of the ordinance to fairly define situations that are public welfare concerns versus those that are eye of the beholder matters.

With this summary a revised draft ordinance article is attached that attempts to increase efficiency in the enforcement process, and better define violations and procedures. The ordinance article as drafted would also be moved from Chapter 13 to Chapter 8 with the town ordinances.

The draft ordinance article:

- Includes a definition section which better defines *weed* or *weeds* and takes into consideration exceptions for agricultural purposes and purposeful plantings;
- Includes a declaration that a property in violation constitutes a public nuisance detrimental to the health, safety, and welfare of the public;
- Streamlines the notice of violation process by allowing the town manager to designate another employee to issue the notice of violation;
- Adds a section outlining how formal notices of violation can be issued;

- Adds a section outlining the contents of the notice of violation; and
- Further defines that violations must be abated by the property owner within five (5) **business** days.

Financial Considerations

None.

Schedule/Deadlines

There is not an established schedule or deadline that would impact these discussions. However, the 2024 growing season has already begun and several violations have already been identified and addressed pursuant to existing sec. 13-32.

Other Considerations

None

Attachments

1. Town of Berryville Ordinance sec. 13-32 and 13.32.1
2. Draft Ordinance Chapter 8 Article III

Recommendation

Committee level discussion with recommendations presented to full Council.

Sample Motion

None.

Sec. 13-32. - Removal of weeds and other foreign growth.

- (a) The owners of property in the town shall, at such time or times as the council may prescribe, shall cut or provide for the cutting thereon of grass, weeds and other foreign growth at intervals to be designated by council or as often as may be necessary to prevent breeding and harboring places for insects, reptiles and rodents and to prevent other hazards to the health or safety of residents of the town or other nuisances.
- (b) The owners of vacant developed or undeveloped property in the town, including such property upon which buildings or other improvements are located, shall cut the grass, weeds and other foreign growth on such property or any part thereof at such time or times as council shall prescribe. Council may, whenever it is deemed necessary, after reasonable notice, have such grass, weeds or other foreign growth cut by its agents or employees, in which event the cost and expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the town as taxes and levies are collected.
- (c) For purposes of this section, one (1) written notice per growing season to the owner of record of the subject property shall be considered reasonable notice.
- (d) Violations of this section shall be subject to a civil penalty of fifty dollars (\$50.00) for the first violation, or violations arising from the same operative facts. Each business day during which the same violation is found to have existed shall constitute a separate offense. Subsequent violations not arising from the same set of operative facts within twelve (12) months of the first violation shall be subject to a civil penalty of two hundred dollars (\$200.00). In no event shall a series of violations of specified violations arising from the same set of operative facts result in civil penalties that exceed a total of three thousand dollars (\$3,000.00) in a twelve-month period.
- (e) That every charge authorized by this section with which the owner and lienholder of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and enforceable in the same manner as provided in Articles 3 (§ 58.1-3940 et seq.) and 4 (§ 58.1-3965 et seq.) of Chapter 39 of Title 58.1, Code of Virginia, 1950, as amended.

(Code 1971, § 8-4; Ord. of 9-8-87; Ord. of 3-14-92; Ord. of 9-12-95; Ord. of 12-9-14(1))

Cross reference— Removal of accumulations of garbage and refuse, § 8-2.

State Law reference— Authority for above section, Code of Virginia, § 15.2-901.

Sec. 13-32.1. - When action to be taken pursuant to section 13-32.

Whenever the chief of police certifies in writing to the town manager that there has existed on any property in the town, grass weeds or other foreign growth exceeding a uniform height of twelve (12) inches for a continuous period of forty-eight (48) hours, the town manager is authorized to proceed pursuant to section 13-32 of the Code of the Town of Berryville.

(Ord. of 6-11-96; Ord. of 12-9-14(1))

ARTICLE III. NUISANCE GRASS, WEEDS, AND BRUSH; ENFORCEMENT

Sec. 8-35. Definitions.

For purposes of this article, the following terms mean as follows:

Expense means the expense to the town to abate a grass, weed, or brush nuisance, including, but not limited to, administrative expenses, the expense of delivering the notice, labor, equipment, contractor's fees, and any other expense directly associated with the action taken to abate the nuisance.

Owner means the owner of record of real property, or the owner's executor, personal representative, administrator, trustee, attorney-in-fact, guardian, conservator, or any agent employed or contracted by the owner to manage owner's real property.

Weed or weeds means any plant, grass, or other vegetation over twelve (12) inches in height growing upon privately-owned real property within the town. The term also includes any sage brush, poison oak, poison ivy, Ailanthus Altissima (commonly called Tree of Heaven or Paradise Tree), ragweed, dandelions, milkweed, Canada thistle, and any other undesirable growth on privately-owned property. The term shall not include trees, ornamental shrubbery, and vegetable and flower gardens that are purposefully planted and maintained by the property owner; cultivated habitats for which trimming and mowing is not practical; grass or vegetation in conservation easements; undisturbed woodland; and crops and hay on land zoned for agricultural purposes or in active farming operation.

Sec. 8-36. Purpose and authority of article.

Permitting weeds as defined by this article, grass, or brush in excess of 12 inches to be present or to remain upon real property in the town is hereby declared to be a public nuisance and detrimental to the health, safety, and welfare of the public. The purpose of this article is to provide penalties for and actions for abatement of conditions in violation of this article, pursuant to Virginia Code, §§ 15.2-900, 15.2-901, and 15.2-1115.

Sec. 8-37. Prohibited conditions on real property.

- (a) It shall be unlawful for the owner of any real property within the town to permit weeds, grass or brush exceeding a uniform height of twelve (12) inches for a continuous period of forty-eight (48) hours to be present or to remain upon such property; provided, however, that for unimproved real property, it shall be unlawful for the owner or occupant to permit weeds, grass or brush exceeding a uniform height of 12 inches for a continuous period of 48 hours to be present or remain upon such property within a distance of 300 feet of a public street, residence, or commercial property located within the town.
- (b) It shall be unlawful for any owner who, after being given a notice of abatement as provided in section 8-39, fails to correct or abate a violation of this article as required by the notice of abatement.

Sec. 8-38. General penalty.

- (a) Any owner who violates the provisions of this article shall be subject to a civil penalty of fifty dollars (\$50.00) for the first violation, or violations arising from the same operative facts.
- (b) Any owner who violates the provisions of this article a second or subsequent time arising from the same set of operative facts within twelve (12) months of the first violation shall be subject to a civil penalty of two hundred dollars (\$200.00). In no event shall a series of violations of specified violations arising from the

same set of operative facts result in civil penalties that exceed a total of three thousand dollars (\$3,000.00) in a twelve-month period.

- (c) Each business day during which the same violation is found to have existed shall constitute a separate offense.
- (d) The general penalties contained in this section shall be available in addition to the town's authority to compel abatement of the violation as provided in section 8-39.

Sec. 8-39. Notice of abatement; abatement by owner.

- (a) Whenever a violation of this article is found to exist within the town, the town manager or their designee may give written notice to the owner or occupant, or both, of the violation and require that the violation be corrected or abated as required by the notice of abatement. The notice of abatement shall provide the owner or occupant, or both, five (5) business days to correct or abate the violation.
- (b) The town manager or their designee shall provide the owner or occupant, or both, a copy of the notice of abatement by one or more of the following methods:
 - (1) Mail written notice thereof to the owner, at the owner's address as determined from public records, via first-class mail;
 - (2) Mail written notice thereof to the occupant, at the address where the violation is observed, via first-class mail;
 - (3) Hand-deliver written notice to the owner or occupant personally, noting the date, time and place of personal delivery.
 - (4) If notice by the foregoing methods have been unsuccessful or cannot be obtained, then by posting a copy of the notice of abatement in a conspicuous place on the real property for a period of ten calendar days. For unimproved real property, placement of the notice of abatement on a stake in a conspicuous location on the property shall be sufficient.
- (c) The notice of abatement shall contain the following:
 - (1) Describe the real property where the violation exists by street address or reasonable alternative means;
 - (2) Set forth the violation of this article;
 - (3) Demand the correction or abatement of the violation;
 - (4) Advise that if the violation is not corrected or abated within five business days, then the town may proceed to abate the violation and charge the owner the expenses associated with such abatement plus an administrative fee;
 - (5) Advise that the town's expenses, together with the administrative fee, will constitute a lien against the real property in favor of the town, and a personal liability of the owner; and
 - (6) Advise that for the purposes of this article, one (1) written notice per growing season to the owner of record of the subject property shall be considered reasonable notice.

Sec. 8-40. Abatement of violation by the town.

If the owner shall fail to correct or abate the violation within the five business days as stated in the notice of abatement, then the town manager or their designee may direct the town public works department to correct or abate the violation. In the alternative, the town manager or their designee may contract for this work to be done by a private contractor.

Sec. 8-41. Costs of abatement; lien on real property; administrative fee.

- (a) If the violation is abated pursuant to section 8-40, the town shall bill the owner for the expenses to correct or abate the violation of this article together with the administrative fee provided in subsection (b) below. If such bill is not paid within thirty (30) days from the date of mailing or hand-delivery, then the town may collect the expenses together with the administrative fee in the same manner as provided for unpaid local taxes. The payment of the expenses together with the administrative fee in full by either the owner shall be sufficient to satisfy the owner's obligation to pay the debt.
- (b) In any case where the town has provided written notice to the owner through one of the methods prescribed in section 8-39 above, the expenses of any town action to correct or abate a violation of this article plus an administrative fee as set by general resolution of the town council shall be assessed against the owner. The expenses plus the administrative fee shall constitute a lien against the real property ranking on parity with liens for unpaid local taxes and enforceable as provided in Articles 3 (§ 58.1-3940 et seq.) and 4 (§ 58.1-3965 et seq.) of Chapter 39 of Title 58.1, Code of Virginia, 1950, as amended. The town may waive such lien in order to facilitate a sale of the real property, but only as to a purchaser who is unrelated by blood or marriage to the owner and who has no business association with the owner. All such liens shall remain a personal obligation of the owner of the property at the time the liens were imposed.

**Community Development Committee Meeting
28 May 2024**

Item Title: Livery Stable and park restrooms

Prepared By: Jean Petti

Background/History General Information

The Town owns and maintains a historic structure adjacent to Rose Hill Park known as the “Livery Stable”. Funds have been allocated for stabilization and repurposing and staff seeks direction from committee members regarding end-use potentialities.

Rose Hill Park is served by a portable restroom. Council and staff have discussed the addition of a permanent restroom. Staff strongly recommends the purchase and installation of a pre-fabricated restroom with graffiti and vandalism resistant features. Staff discourages the renovation of the Livery Stable property to include restrooms on the grounds of cost, convenience, and the previously noted concerns about graffiti and vandalism (including fire).

Staff requests direction as to features and budget, both initial and maintenance.

Attachments

Summary of prior discussion of livery stable

Stabilization report

Example of prefabricated restroom cost and features

Livery Stable

Overview:

The Town of Berryville owns a 19th century livery stable that is located behind the former Town Office located at 23 East Main Street.

The former Town Office, which was constructed in 1936, is currently leased to Berryville Main Street. The first floor of the leased space is used for retail sales and the second floor is used for Berryville Main Street offices and business incubation.

The following improvements that support the former Town Office are located within the livery stable envelope:

- first and second floor bathrooms,
- electrical breaker boxes,
- water meter,
- hot water heater, and
- furnace and air conditioning unit (and associated above-ground oil storage tank).

In 2018, the Town commissioned an evaluation of the livery structure. The reviewing engineer concluded that the structure should be stabilized within approximately 5 years and that the estimated cost of the stabilization was \$150,000. The Town Council has been setting aside funds since 2018 to fund the stabilization project.

While the Council has discussed the stabilization in detail, the eventual use of the structure has not been determined.

The proposed FY2025 budget includes funding for the following interrelated projects:

- stabilization of the livery stable at 23 East Main Street (\$255,000),
 - o The original budget estimate for the livery stabilization was \$150,000. Because this was a 2018 estimate, it was increased by \$35,000 (added \$5K each year for years 2019 - 2025). To that \$185,000 stabilization budget, \$70,000 was added to address costs associated with yet to be determined improvements to the building and site above and beyond the stabilization of the structure.
- HVAC improvements at 23 East Main Street (\$30,000), and
- purchase and siting of a public bathroom on 23 East Main Street (\$105,000).

Attachments:

- Livery stable evaluation report from 2018
- Sketches (Options 1 and 2 for division of the first floor of the livery) offered as discussion starters

Request:

The Committee is asked to review this matter and make recommendations to the Council concerning the stabilization, improvement, and use of the livery stable.



DELIVERING SOLUTIONS FOR TOMORROW'S BUILT ENVIRONMENT

Structural Evaluation of Livery Stable at 23 East Main Street, Berryville, VA *Final Submission*

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



Date: January 4, 2018



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Executive Summary

The Livery Stable ("The Stable") is attached to the rear of the structure located at 23 East Main Street in Berryville, Virginia. It is a two story wood framed structure. Based on the condition of the structure and type of materials used, it is estimated that The Stable was constructed between 1860 and 1900 and has served many functions for the Town since its original construction. Currently the facility is unoccupied except for two restrooms that were recently added to the facility on the first and second levels of 23 East Main Street.

This report was issued by the Town of Berryville to accomplish the following:

- Structurally assess the condition of the framing elements
- Develop dimensioned plan drawings of the existing conditions
- Develop repair documents for items found deficient during the assessment
- Provide construction cost data for any repairs to be implemented on the facility

Damron Engineering and Consulting llc ("DEC") performed multiple field visits to measure existing elements, document any deficiencies, and record overall condition of The Stable. Documentation was visual in nature for each visit, no demolition was performed to document conditions. Subsurface investigations were not performed to document soil conditions or gather detailed information about below grade building elements.

Overall, The Stable is structural sound and in no danger of eminent failure. There are no repairs requiring immediate attention. However, near term and far term repairs have been identified based on the conditions viewed. Near term repairs are those that should be completed within the next two to five years, far term repairs are more cosmetic in nature and could be done in conjunction with the near term items or separate as funding allows. Near term repairs recommended include interior wythe of brick masonry repairs on the east wall, floor system modifications, and addressing building envelop repairs. Far term repairs include replacement of the metal panel siding with wood and restoring the west wall framing to original condition. It is estimated that the total cost for near term repairs is \$150,347 and far term repairs estimated at \$304,692.

The following pages provide more detail on the scope of work, investigation methods, recommendations and costs associated with each item. Native CADD drawings for the facility are provided electronically to the Town Manager.

Background Information

The exact date of construction is not known for The Stable. There are photographic images that place the structure in use as the stable at the turn of the 1900's. It was potentially in use for an extended period of time prior to taking those images. Since serving as an operating livery, the Stable and 23 East Main Street have housed town offices, served as Police storage, the Public Works office and other services for the Town of Berryville. The Stable currently is unoccupied and primarily serves as a storage facility for the town and houses the mechanical equipment for the occupied spaces of 23 East Main Street.

The barn has undergone multiple renovations and currently has both timber and masonry load bearing elements. Timber framing was the primary construction method used in the United States in the 1700's and 1800's until balloon framing began to be more popular in the mid 1800's. Timber framing uses larger wood members spaced at larger intervals and are joined with wood connections. Wood connections typically are comprised of mortise and tenon joinery. The mortise (female) is the space in timber A that receives the tenon (male) from timber B. Tenons are typically 1-2" wide and are centered on the end of the timber. Both the mortise and tenon have holes so that a trunnel (peg) is inserted to keep the two timbers joined. Figure 1 is a diagram depicting common timber frame members and their terminologies, the shaded members in the diagram all together constitute a bent. The Stable was originally constructed of two interior and two gable end bents.

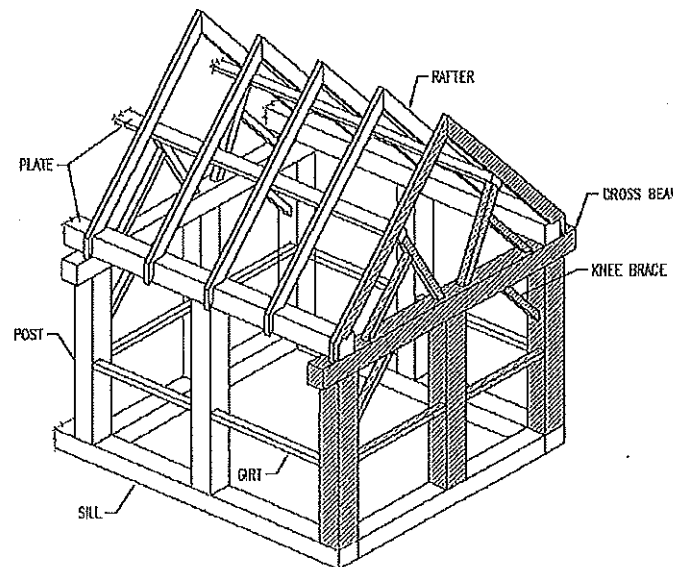


Figure 1 - Timber Frame Terminology

Several construction methods were visible in the barn. We used connection methodologies and lumber planing to aid in the dating process. The barn uses three types of wood connectors: timber frame, manufactured nails, and wire nails. The use of timber frame construction indicates a pre-1900's date. There are two types of nails used in the barn: machined and wire. Wire nails began to be used at the beginning of the 1900's. Machined nails became available in

the early 1800's. Throughout the structure, the lumber used is solid sawn, or rough planed, with no evidence of bark or rounded edges to the timbers. Planing machines were available in the early and mid 1800's, but were not widely used due to craftsman prejudices against early designs. The machines were modified and improved in the mid 1800's. Planing in the barn suggests a date later than 1860. Because of the civil war beginning in 1860 and lasting until 1865, the date of the barn is approximated as between 1870-1900.

Methods of Investigation

Inspection, measuring, and photographic documentation of the barn occurred over several days in October and November by Damron Engineering & Consulting llc. Not only was the structural integrity examined, but also time was spent determining the best methods to create a weather-tight structure and what features could be maintained and or improved.

Description of Structure

This section will describe the framing systems utilized and any deficiencies found during our field investigations. We will discuss the following systems: roof, floor, walls, and foundations.

Roof System

The roof is covered with a steel crimp seamed panel system. The panels are approximately 23 inches wide and are attached to the roof framing with concealed fasteners below each seam. Light steel flashing is present where the barn abuts the 23 East Main street walls, and flashing is present surrounding the chimney penetration in the Stable. Against the abutted building the roof covering changes to a more modern pattern of steel roofing. The roof panels drain to steel gutters fastened to the roof by means of straps attached on top of the panels to the roof purlins below the panels. The panels show no signs of significant damage, but appear to have been in place longer than their anticipated useful life. The structure below shows signs of previous water leaks, but no active leaks were evident from the staining.

The roof panels are attached to longitudinal roof purlins ranging in size from solid sawn 1-inch by 6-inch boards to 1-inch by 10-inch boards. Purlins are spaced randomly, due to the variety of sizes used, not more than 16 inches on center. There are members that show water stains from previous leaks in the roof, but upon physical inspection of random samples the purlins are sound and do not need to be replaced.

Rafters make up the primary structural element for the roof system. The rafters are solid sawn 2 inch by 5 inch boards and are spaced 2 feet on center. At the peak of the roof the rafters are miter cut to the roof pitch and fastened together. To restrain lateral forces at the base of the rafter each pair is tied together with a 1 inch by 4-inch collar tie located 3 feet 10 inches below the bottom of the peak joint. Additionally, at alternating pairs the peak is reinforced with a solid sawn 1-inch by 10-inch board nailed to the southern face of the peak and a 2-inch by 4-inch vertical that runs from the peak to the floor system. The rafters bear on solid sawn beams that will be described in the wall systems.

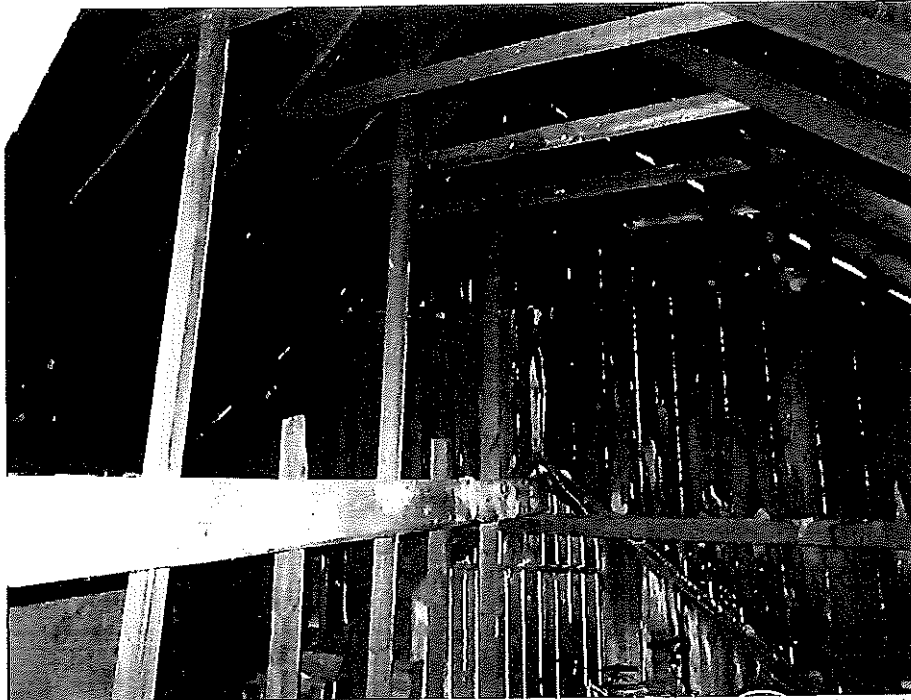


Figure 2 - Roof framing showing rafters, collar ties, and additional framing elements

Based on the visual observations, framing members making up the roof system appear to be sound and capable of withstanding snow loads applied to the system.

Roof Deficiencies

- a. Evidence of water infiltration present at the false ridge line on the south gable end. Flashing and roof covering should be replaced.
- b. On the main roof along the south gable, closure trim is missing or damaged that protects the ends of the roof purlins.
- c. Daylight is visible between the roof purlins along the south gable end. Will require closure to prevent moisture infiltration.
- d. Spray foam insulation has been installed to mitigate intrusion of pests into the building. This foam has the potential of trapping moisture should it get wet and could damage the wood members.
- e. Although the existing gutters are functional, the attachment of the gutters should be below the metal panel roofing to promote longevity of the system.

Floor System

The wearing surface for the floor system is comprised of 1-inch nominal planks attached to floor joists. These planks are butted together to form a continuous surface. In the finished space for the upper level an additional layer of plywood has been installed for a smooth wearing surface. A floor hatch was installed to allow access to the at-grade level just outside the door from the finished to unfinished area of the second floor. This hatch attaches to the top side of the decking with the opening framed between two floor joists. The only deficiency noted in the floor

deck are six areas where the deck has been removed, which totals twenty-four square feet, each location is approximately 2-feet by 2-feet. These openings currently have light-gage metal or street signs covering each. Once a use has been determined for the space, these openings should be filled in with like decking material to form a more uniform wearing surface.



Figure 3 - View of floor framing.

The wearing surface is supported by solid sawn floor joists. Joists bearing on the east wall of the building are 2-inch by 8 7/8-inch boards that bear in joist pockets in the brick wall. Joists bearing on the west wall are 2-inch by 10-inch members bearing on a 4-inch by 6-inch beam framed into the wall system. A transition in the floor is made roughly 12 feet 5 inches from the inside face of the east wall. At this transition the joists bearing on the western wall are stacked on top of those from the east. This transition results in an 11-inch step in the floor. The floor is supported at the transition by two separate means. First, by the concrete masonry wall that forms the electric room and bathroom. And second, south of the masonry wall, a flat 2-inch by 8-inch board supported by four columns with varied spacing. An additional flat support beam was also installed four inches away from the face of brick, it is also supported by columns, five with varied spacing.

Floor Deficiencies:

- a. The fifth joist from the south gable end has forty-four (44) inches removed starting fifty-four (54) inches from the face of brick.
- b. Fourteenth (14th) joist from the south end has evidence of previous infestation where the end of the joist has deteriorated. This is on the low joist and is not in the bearing region for the joist, but affects the connection to the high joist at that location.

- c. Near the rotten joist end, the band board shows similar infestation and has resulted in member deterioration. As with the joist, it is not an active situation.
- d. At the floor transition, the flat beam is not sufficient to support the floor if you apply the minimum code required live load. It will support the dead load of the system, as it has been, but it will not support live load should the floor be used.

Wall Systems

West Wall

The west wall exhibits the characteristics of traditional timber framing. It has a continuous beam, 4-inch by 4-inch solid sawn, at the top of the wall supporting the roof rafters. This beam has mortice splice joints over the primary and secondary columns that are 4-inch by 6-inch members. Below the roof beam is a floor beam that is a 4-inch by 6-inch member, again with mortice joints at each primary and secondary column.

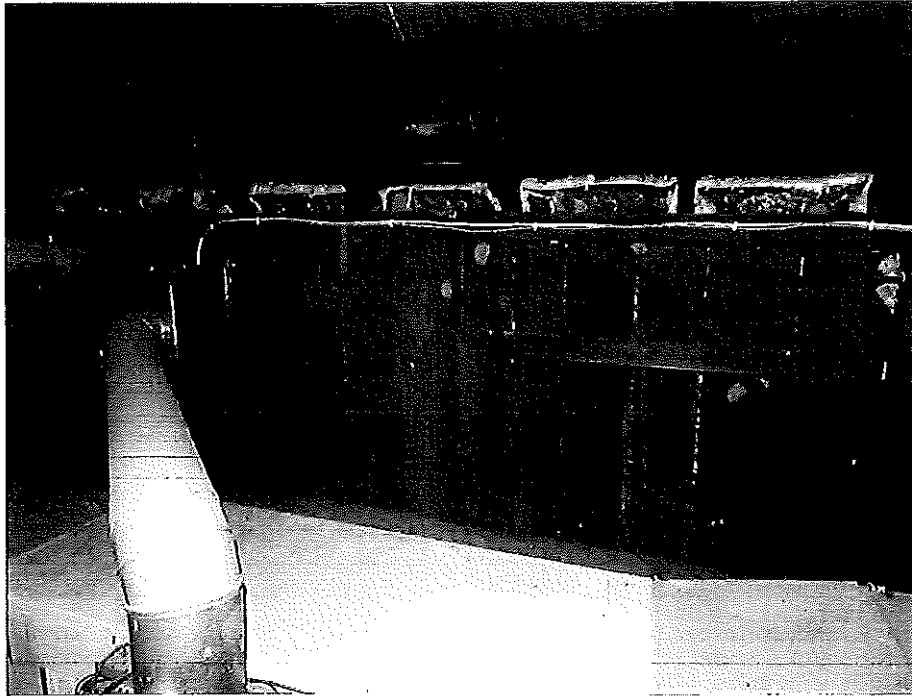


Figure 4 - Typical west wall framing above floor level.

Below the floor beam, significant modifications to the wall framing has been made. It is unclear as to the reasoning behind these modifications. Each of the columns have been cut to different lengths and propped by multiple members. Between the columns below the floor beam random wall girts have been installed. These girts, and the framing supporting the columns, are fastened with wire nails, indicating work completed since the early 1900's. All of the new members' bear on a solid sawn 2-inch by 8-inch wood plate that is attached to a cast-in-place stem wall. The concrete stem wall abuts the existing building to the north and travels south to within 12 inches of the southwest corner of the building. As with the other columns along this

wall, the corner column has been cut with multiple members attached to it and carrying it to grade where it rests on stones from an original foundation wall.



Figure 5 - West wall framing example below floor.

The exterior of the west wall is covered with a metal panel siding backed by solid sawn 1-inch planking. This planking and metal siding extends approximately one inch below the top of the concrete stem wall. Where the stem wall stops, additional planking has been added to grade.

The lateral bents are tied to the primary columns on this wall via morticed joints. Lateral bents are made from 4-inch by 6-inch continuous members. They are tied to the roof rafters by diagonal braces. Knee braces are attached to each primary column with wire nails. The north end abutting the adjacent building does not have a bent. The second interior bent was cut to form the finished space. This bent is nailed to the stud wall and has a larger, 1-inch by 8-inch, diagonal brace to the roof rafter.

East Wall

The wall is constructed of a multi-wythe common (American) bond with a header course every six courses. The brick wall is supported by a stone foundation wall. Window openings on the at-grade level of the Stable utilize a Jack Arch to support the loads above. The window on the upper floor is flush to the rafter bearing assembly. The wall is continuous from the level of the stone foundation to rafter bearing. On the visible portions of the wall it is evident that the interior

face has been skimmed with a coating of mortar/plaster. It covers the entire exposed area of the second floor. On the at-grade level the coating is only visible on a small portion of the wall, but there are indications that it covered the entire wall at one time. The exterior surface of the wall has been painted in its entirety.

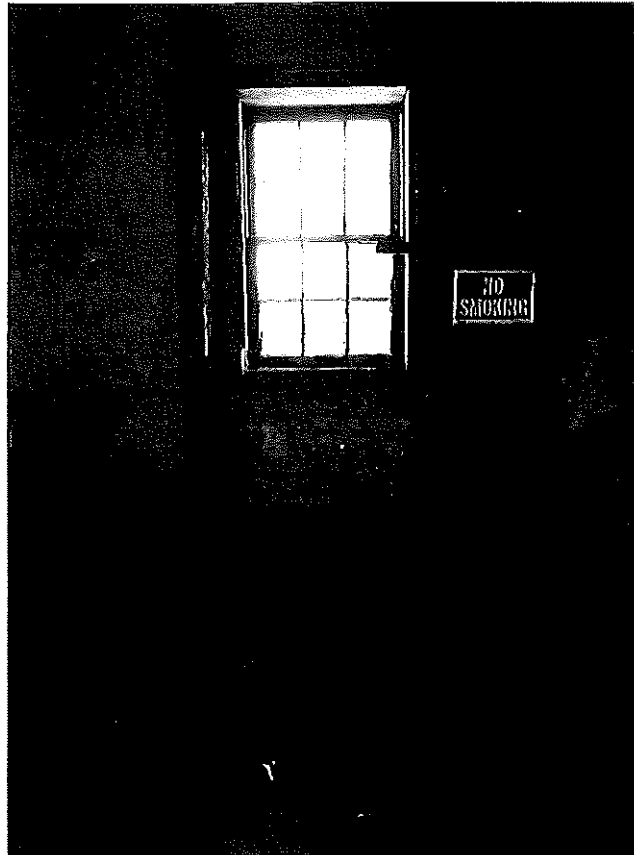


Figure 6 - Brick deterioration on east wall below floor.

Rafter bearing is accomplished by multiple 4-inch by 6-inch boards. The first is set flush with the outside of the wall, leaving a 4-inch ledge on the inside of the wall. The second member is set so it overhangs the outside face of brick by one inch. There is a 2-inch separation between the two members accomplished by spacer blocks randomly placed between the two. The collar beam is morticed into the lower of the two members of the assembly. No knee braces are associated with the east wall.

South Gable Wall

The south gable end is timber framed and has two distinct compositions. The first is from the roof to a false roof, which is made up of floor to rafter 1-inch planking with one intermediate girt 4-feet 10-inches above the collar bent. Below the false roof an additional layer of horizontal framing pushes the wall out an additional 5-inches and is covered with 1-inch nominal vertical planking. Within this wall is framed an opening for a sliding door and passage door on the at-grade level.

Interior Partitions

On the second level the partitions are framed of solid sawn 2-inch by 4-inch members resting on a 4-inch by 6-inch bottom plate. On the at-grade level, 4-inch concrete masonry units form the interior partitions. These partitions rest on a cast-in-place concrete slab.

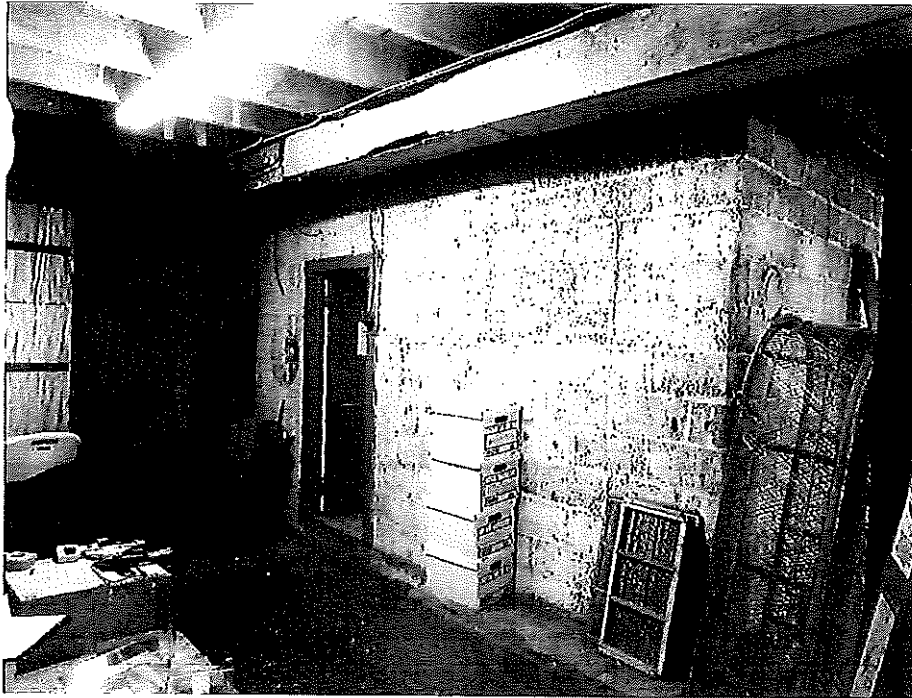


Figure 7 - Interior CMU partition, settlement cracking both sides of corner.

Wall System Deficiencies

West and South Walls

- a. Rotten sill plate located under the primary column assembly of the second interior bent from the south gable.
- b. Water damage evident on the exterior plank siding along the south gable end.
- c. Flashing replacement required on the false gable on the south wall.
- d. Condensate drain pipe from the mechanical equipment on the second floor drains to grade. This has left an area of erosion directly below the drain. Recommend this drain be routed to the gutter drain to prevent further erosion.

East Wall

- a. Mortar/plaster skim coat above the second floor has multiple floor to top of wall cracks and shows signs of delaminating from the wall bricks.
- b. Mortar/plaster skim coat delaminating on the remaining wall surfaces that have it.
- c. Mortar joint deterioration resulting from water infiltration or salt accumulation requiring 100 square feet of joint replacement/repointing. This deterioration has resulted in bricks loosening and dislodging from the wall.
- d. Coving and crumbling of bricks on the interior wythe below the southernmost window of the wall. Most likely caused by water infiltration.

- e. Minor settlement cracks on the exterior of the brick wall south of the southern most window. Approximately 10-feet of cracking.

Interior Partitions

- a. The exterior wall of the finished area on the second floor shows evidence of animal infestation/nesting.
- b. Settlement crack visible emanating from western corner of the south concrete masonry wall.

Foundation Systems

The original foundation system for the building would have been stone walls. It is evident that the stone foundation walls are present along the east wall and appear in good condition from the exterior. On the west wall a concrete stem wall approximately two feet tall was installed on top of the original stone wall. Rod probing was used to verify the presence of foundation walls below grade to a depth of 20 inches. Foundations for interior columns and partitions is assumed to be cast-in-place concrete, but the depth of footings and size was not able to be determined during the study.

Foundation System Deficiencies

- a. Along the west wall at approximately 23-feet 8-inches the stone foundation under the stem wall was not able to be verified. We are unable to assess if the original foundations were removed or damaged, but it is our opinion that the stem wall from that point on to the north bears directly on grade.
- b. Stones are loose and shifting on the interior face of the foundation wall on the east wall. This occurs from the northern edge of the southernmost window to the south gable wall.
- c. Evidence of burrowing into the soil adjacent to the foundation wall is evident between the first and second windows on the southern end of the elevation.
- d. Grade along the east and west side has little to no slope way from the building allowing for water to potentially pond against the foundation walls.

Basis of Evaluation and Design

In order to evaluate and design repairs for the structure applicable building codes, materials, and loading requirements must be determined. The following is a list of applicable codes, possible required materials for repairs, and applicable loads on the structure as set in the building codes.

Codes

- a) International Building Code, 2012
- b) Virginia Uniform Statewide Building Code, VUSBC 2014
- c) ASCE 7-10, "Minimum Design Loads for Buildings and Other Structures"
- d) ACI 318-05, "Building Code Requirements for Structural Concrete"

- e) NDS, "National Design Specification for Wood Construction," 2001 Edition

Materials

- a) Cast-in-place Concrete, NLWT, $F'_c = 4000$ psi
- b) Timber, Mixed Oak, NELMA No. 1, $F_b = 825$ psi

Loads

- a) Dead Load: self-weight +superimposed = actual+10 psf
- b) Floor Live Load: light storage = 50 psf
- c) Snow Load: ground snow load = 30 psf
- d) Wind Load: basic wind speed = 110 mph

Repair Recommendations

Typically, we place repairs in three categories, immediate, near term, and far term. Immediate repairs are those required to maintain structural stability and protect human life. Near term repairs can be categorized as routine maintenance items required to maintain the functional aspects of the facility. Far term repairs are those that would be required to change the occupancy or improve the visual aesthetics of the facility. Based on our observations we consider the Stable to be in stable condition and repairs required fall into the near or far term category as described in this section.

Near Term Repairs

Roof System

The primary concern with the roof system is to replace elements that have been in service beyond their useful life and to provide closure to the system. To accomplish this we recommend replacing the roof panels and providing new flashing and guttering to match the system. This will ensure protection from the elements and improve the prevention of pests from entering the building.

The replacement will involve removing the existing metal panels, flashing, and trim pieces and replacing them with a new standing seam roof system. Additionally, the eaves and end overhangs will be enhanced with soffit that matches the period. The existing gutters are assumed to be in usable condition, they will be removed and re-installed with hangers below the roof panels. While this study found no evidence of damaged roof purlins, the cost estimate and documents provide for an allowance of replacing 5% of the purlins.

Floor System

In order to carry minimum design loads required by code for the second floor we recommend replacing the flat 2-inch by 8-inch boards and columns with a traditional beam system. These beams would utilize rough sawn timbers, 8-inch by 12-in at the floor transition and 6-inch by 10-inch offset from the east wall. Each beam would be supported by solid sawn 6-inch square columns. The beams would be joined to the columns by mortice joints and be equipped with knee braces for lateral support. We propose that the columns be offset from each end to allow for economy of member sizing while maintaining as much open space as possible within the

room. The columns would bear on spread footings cast such that the top of footing would be flush with the top of the existing gravel floor.

For the beam with a section removed, we recommend attaching a member of similar size to the existing for support. This attached member would but cut so it extends 16-inches beyond each side of the section removed. It would be attached with twelve 16d nails, six on each face.

Walls Systems

The most challenging repairs required for the Stable involve the brick restoration of the east wall. This will require complete replacement of the interior wythe in some locations and reparging the entire interior surface once the repairs are completed. To accomplish the repairs it will be necessary to support the roof and floor gravity loads as well as providing lateral bracing of the exterior wythe to prevent out of plumb movement of the brick during repairs. We anticipate the contractor using scaffolding for the full height of the wall to accomplish this. Once the elements are shored, the contractor will remove bricks as necessary and replace loose bricks to the floor level. We do not anticipate removal of any brick above the floor level. Once this is completed the contractor will remove the parging on the upper level and any remaining on the at-grade level and provide a new ½" thick coating to the entire exposed surface of brick. It should be noted that for this repair the existing fuel tank will have to be relocated temporarily in order to complete the repairs.

Timber repairs to the south and west walls include the following. Replace the existing wood siding below the false roof line of the south gable end. Additionally, for the area on the west wall that is not covered by metal panels, we recommend the existing timbers be removed and replaced closing any gaps that would allow for pests to enter the building. Finally, along the west wall below the column supporting the second interior bent, the wood sill will be replaced in kind with like material. The column and girts will have to be shored to accomplish this task.

Foundations

Prior to repairing the interior wythe of brick on the east wall, and after the wall has been shored, we recommend the foundation stones be cleaned of any debris from the brick wall, loose stones be repositioned and secured with mortar. While this is going on, any burrow holes found should be filled with soil and terminated.

We recommend the condensate drain on the west side of the building be extended to drain into the drain pipes carrying rainwater from the gutters away from the site.

Far Term Restorations

There is currently no plan for the future use of the Stable. Once a program has been established there are repairs to consider that bring the building more in line with its historic character. As these are more substantial restoration efforts, construction details have not been provided, but are reflected for budget purposes. First would be to remove the metal panel siding on the south and west walls and replace it with a more traditional board and batten system that would be typical of the period. At this point you would also restore the west and south wall framing to its original condition. This would entail removal of all the miscellaneous



bracing members and splice the existing members so that they function as originally intended without the need for multiple members.

As the occupancy is determined, in order to meet performance requirements, the concrete stem wall on the west elevation will have to bear below frost. In order to do this, we would recommend installing helical piers on the inside of the Stable attached to the bottom of the stem wall to provide the support needed. Once this has been completed we recommend evaluating grade around the Stable and regrade as necessary to provide positive drainage away from the foundations to prevent water intrusion issues.

Cost Estimate Data

All of the repairs recommended above would be categorized as near term restorations or items that repair damage and maintain structural stability. Based on the repairs recommended it is logical to break the cost data up into three categories: masonry restoration, roof restoration, and timber restoration. The cost for each category are summarized below.

| Category | Cost |
|---------------------|-------------|
| Masonry Restoration | \$71,311.11 |
| Roof Restoration | \$58,034.42 |
| Timber Restoration | \$20,981.77 |

Far term repairs would take on the duties of bringing the structure entirely back to a specific time period condition with items such as removing the metal panel siding and replacing it with traditional board and baton siding. At this time, you would undertake a complete restoration of the west and south gable walls removing members not in kind and rebuilding. The next item could be to demolish the finished space on the second floor and reconstruct Bent 2 and the north gable end to their original condition. The far term items would require substantial design effort and would be estimated at \$304,692 including design and administration fees.

Conclusion

Damron Engineering and Consulting llc has performed a comprehensive survey of the existing Livery Stable behind 23 East Main Street in Berryville, Virginia. Based on our observations we consider the Stable overall to be in stable condition with a few areas of concern. We have identified near term repairs required to maintain the integrity of the facility. Once these near term repairs have been completed we are confident that the facility can accommodate any program requirements the Town may assign to it.



CXT® CONCRETE BUILDINGS CATALOG



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2



ISO 9001: 2015 Certified
PCI Certified

An **LB Foster**
Company

CXT® PRECAST CONCRETE BUILDINGS

Will Outlast Vandals and the Forces of Mother Nature

CXT restroom, shower, concession, and multi-purpose buildings are delivered to your site “ready-to-use” and require no construction, concrete blocks or tilt-up panels that increase installation time. Our structures are manufactured with high-strength precast concrete floors, walls and roofs and are aesthetically designed in multiple floor plans, colors, and textures. Our vandal-resistant engineering minimizes abusive wear and maximizes our structures’ service life under extreme conditions caused by flood, snow, wind and zone-4 seismic loads.

CXT buildings meet all local/state building codes and A.D.A. specifications.

BENEFITS

- Standard and custom designs
- Easy to maintain
- Shipped ready-to-use
- Minimal site construction required

CONSTRUCTION

- 4” thick steel-reinforced concrete walls
- 5” thick steel-reinforced concrete roof
- 5” thick steel reinforced concrete floor
- Vandal-resistant components

SIMPLE TO INSTALL

- Minimal site preparation required

READY TO USE

- Delivered complete and ready to use

EASY TO MAINTAIN

- Interiors resist abusive wear

TOUGHER THAN KITS, BLOCK OR STEEL

CXT Incorporated is a wholly owned subsidiary of L.B. Foster Company (NASDAQ: FSTR), a leading manufacturer and distributor of products and services for transportation and energy infrastructure markets.



DESIGNED TO LOOK GOOD AND BUILT TO LAST



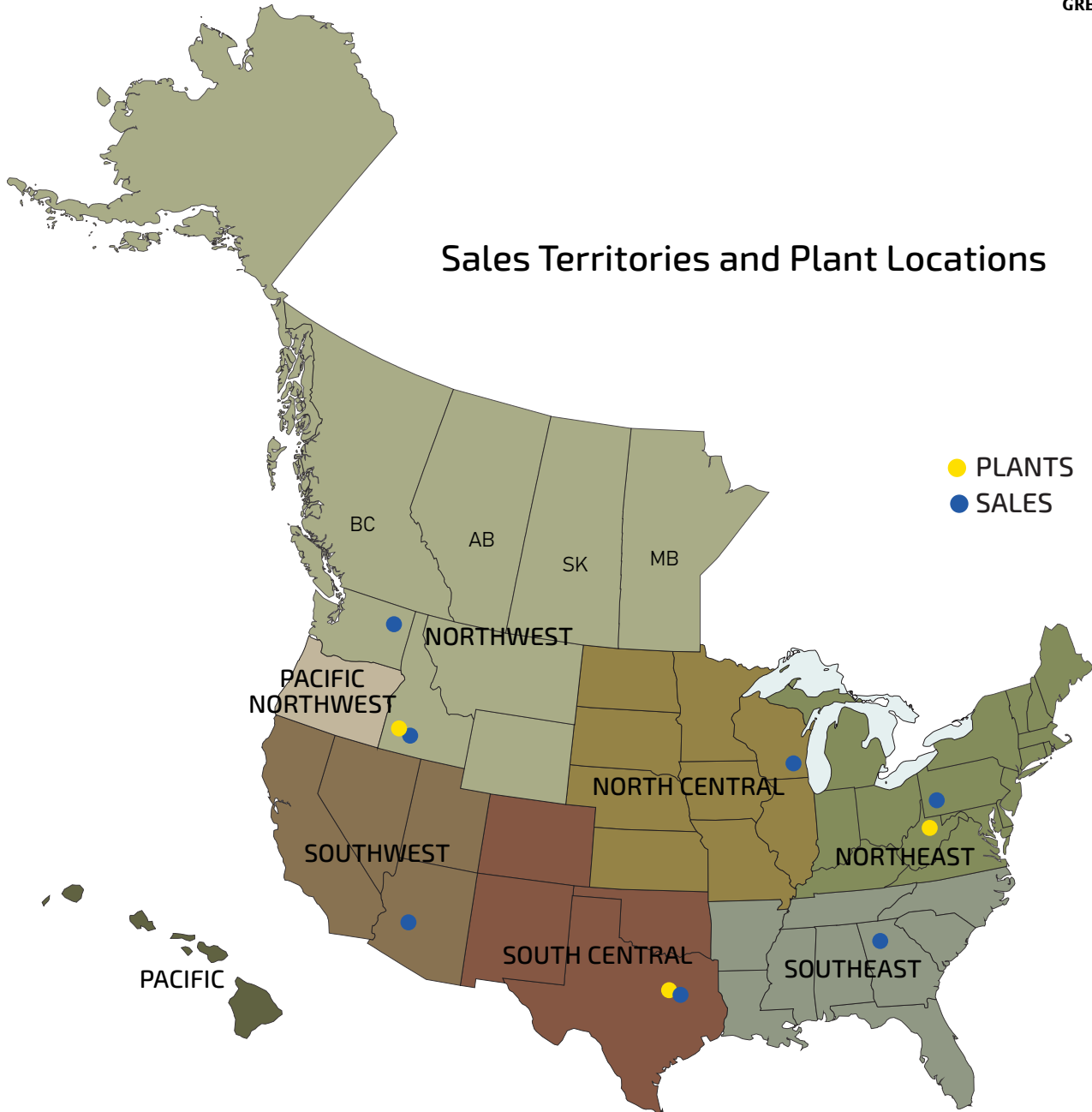
DELIVERED » INSTALLED » READY TO USE

CXT® concrete buildings are manufactured at our facilities in Nampa, ID, Hillsboro, TX and Williamstown, WV. Our plants are ISO 9001:2015 certified and produce a variety of precast concrete buildings and other precast, prestressed concrete products.

CXT buildings require minimal site preparation and can typically be in use on the day of installation. Our buildings are prefabricated and delivered complete and ready to use, including plumbing and electrical where applicable. The interiors are designed to resist abusive wear and can be cleaned quickly with just warm soapy water and a brush.



Sales Territories and Plant Locations



VAULT WATERLESS RESTROOMS

Single Vault

- 1 single user waterless restroom
- 6' 6" x 14' 8" floor plan
- 1 ADA toilet riser with seat
- ADA grab bars
- 1 waste clean out hatch
- 1- 1,000 gallon concrete waste vault

ROCKY MOUNTAIN



GUNNISON



CASCADIAN



Double Vault

- 2 single user waterless restrooms
- 11' 11" x 14' 4" floor plan
- 2 ADA toilet risers with seat
- ADA grab bars
- 2 waste clean out hatches
- 2- 1,000 gallon/each concrete waste vault

DOUBLE ROCKY MOUNTAIN



TIOGA



DOUBLE CASCADIAN



A full length and width concrete vault lined with a black polyethylene liner that is cast into the side walls of the concrete vault using dovetail embeds provides a dual containment vessel for waste.





Single User

CORTEZ (left) AND DENALI (right)

- 2 single user flush restrooms
- 10' 3" x 17' floor plan
- Interior & exterior lights
- 2 ADA toilets
- 2 sinks
- ADA grab bars



OZARK II

- 2 single user flush restrooms
- 10' 6" x 18' 8" floor plan
- Interior & exterior lights
- 2 ADA toilets
- 2 sinks
- ADA grab bars



OZARK I

- 1 single user flush restrooms
- 10' 6" x 12' floor plan
- Interior & exterior lights
- 1 ADA toilet
- 1 sink
- ADA grab bars



STROOMS

Multi User

MONTROSE

- 2 multi user flush restrooms
- 15' 8" x 26" floor plan
- Interior & exterior lights
- 3 toilets (2 ADA)
- 1 urinal
- 2 sinks
- ADA grab bars



ARAPAHOE

- 4 family assist restrooms
- 20' x 26' floor plan
- Interior & exterior lights
- 4 ADA toilets
- 1 urinal
- 4 sinks
- ADA grab bars



KODIAK

- 2 multi user flush restrooms
- 10' 6" x 23' 8" floor plan
- Interior & exterior lights
- 3 toilets (2 ADA)
- 1 urinal
- 2 sinks
- ADA grab bars



TAOS

- 2 multi user flush restrooms
- 20' x 26' floor plan
- Interior & exterior lights
- 5 toilets (2 ADA)
- 1 urinal
- 2 sinks
- ADA grab bars



CHEYENNE

- 2 multi user flush restrooms
- 4 separate shower rooms (1 ADA)
- 26' x 30' floor plan
- Interior & exterior lights
- Water heater
- 5 toilets (2 ADA)
- 1 urinal
- 4 sinks
- ADA grab bars



NAVAJO

- 4 individual family assist flush restrooms and showers
- 20' x 26' floor plan
- Interior & exterior lights
- Water heater
- 4 ADA toilets
- 4 sinks
- ADA grab bars



RAINIER

- 2 single user flush restrooms and showers
- 10' 6" x 23' 8" floor plan
- Interior & exterior lights
- Water heater
- 2 ADA toilets
- 2 sinks
- ADA grab bars



PIONEER

- 1 single user flush restroom and shower
- 10' 6" x 12' floor plan
- Interior & exterior lights
- Water heater
- 1 ADA toilet
- 1 sinks
- ADA grab bars



WITH SHOWERS



CONCESSION BUILDINGS

KEYSTONE

- 2 multi user flush restrooms with concession
- 10' x 26' floor plan
- 3 toilets (2 ADA)
- 1 urinal
- 2 sinks
- ADA grab bars
- 6' roll-up concession door
- 3-compartment stainless steel sink
- Interior & exterior lights



MALIBU

- 2 multi user flush restrooms with concession
- 25' 8" x 26' 4" floor plan
- 3 toilets (2 ADA)
- 1 urinal
- 2 sinks
- ADA grab bars
- 6' roll-up concession door
- 3-compartment stainless steel sink
- Interior & exterior lights



POMONA

- 2 multi user flush restrooms with concession
- 30' x 26' floor plan
- 5 toilets (2 ADA)
- 1 urinal
- 4 sinks
- ADA grab bars
- 6' roll-up concession door
- 3-compartment stainless steel sink
- Interior & exterior lights



FONTANA

- Concession building
- 10' x 26' floor plan
- 6' roll-up concession door
- 3-compartment stainless steel sink
- Interior & exterior lights





MULTIPURPOSE BUILDINGS

- Two standard sizes
 - 10' 6" x up to 12'
 - 10' 6" x 12' to 20'
- Galvanized 3068 steel door
- Wall vent
- **Customizable to accommodate a variety of uses**



UTILITY SUBSTATION



STORAGE/CONCESSION



SCALE HOUSE



PUMP HOUSE



STORAGE

CUSTOM BUILDINGS

CXT® can customize colors, textures and other options like privacy walls, porches and awnings to match the aesthetics of your project. Other rooms such as laundry, changing rooms, storage rooms and locker rooms can be added to enhance the amenities at your location.



Flush restroom with custom simulated wood texture and awning



Flush restroom with custom stone texture and flat roof



Flush restroom with custom awning



Double vault restroom with privacy screen



Flush restroom with custom golf cart shelter



Flush restroom with custom texture and roof pitch



Flush restroom with custom covered entry

Contact a sales representative in your region to assist with designing a custom building.

CXT[®]
www.cxtinc.com

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TOUGH AS MOTHER NATURE

CXT® steel-reinforced concrete buildings are engineered to maintain their aesthetics and withstand extreme conditions caused by snow, wind, water, and zone 4 seismic loads.



INSTALLATION

Building sections are transported via tractor trailer to job site where the sections are then off loaded using a crane and set in place.

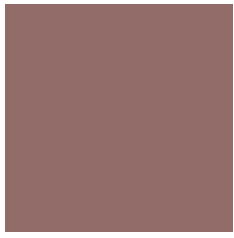


Pre-engineered plumbing and electrical for easy placement. The sections are wired and tensioned together, caulked and sealed for a seamless fit.





COLOR OPTIONS



Amber Rose



Berry Mauve



Buckskin



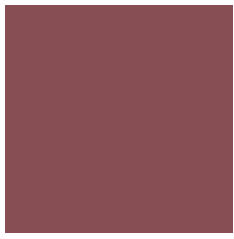
Cappuccino Cream



Charcoal Gray



Cocoa Milk



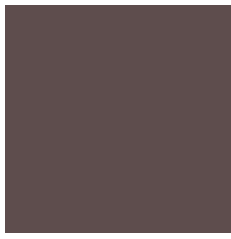
Georgia Brick



Golden Beige



Granite Rock



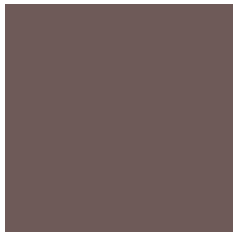
Java Brown



Liberty Tan



Malibu Taupe



Mocha Caramel



Natural Honey



Nuss Brown



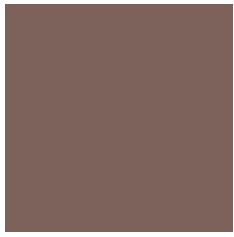
Oatmeal Buff



Pueblo Gold



Raven Black



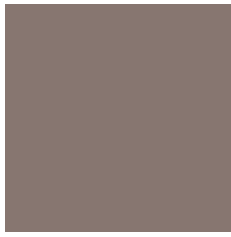
Rich Earth



Rosewood



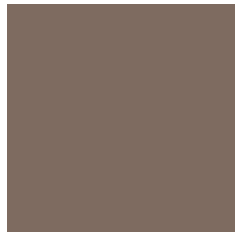
Salsa Red



Sand Beige



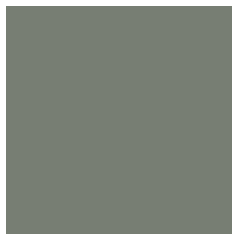
Sun Bronze



Toasted Almond



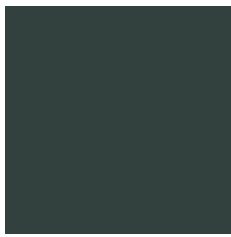
Western Wheat



Sage Green



Evergreen



Hunter Green

DISCLAIMER: The color samples shown are approximations only. Job site-applied colors will vary from this color chart due to printing variances as well as the texture and porosity of the substrate. CXT recommends applying a color sample to an inconspicuous area on the actual substrate to verify color choice.

STONE COLORS



Mountain Blend



Basalt



Natural Grey



Romana

TEXTURES

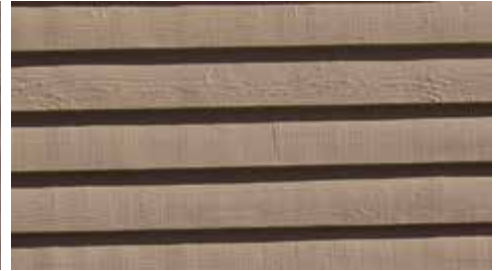
Wall



Barnwood



Board & Batt



Horizontal Lap



Stucco



Exposed Aggregate



Split Face Block



Flagstone



Napa Valley



River Rock

Roof



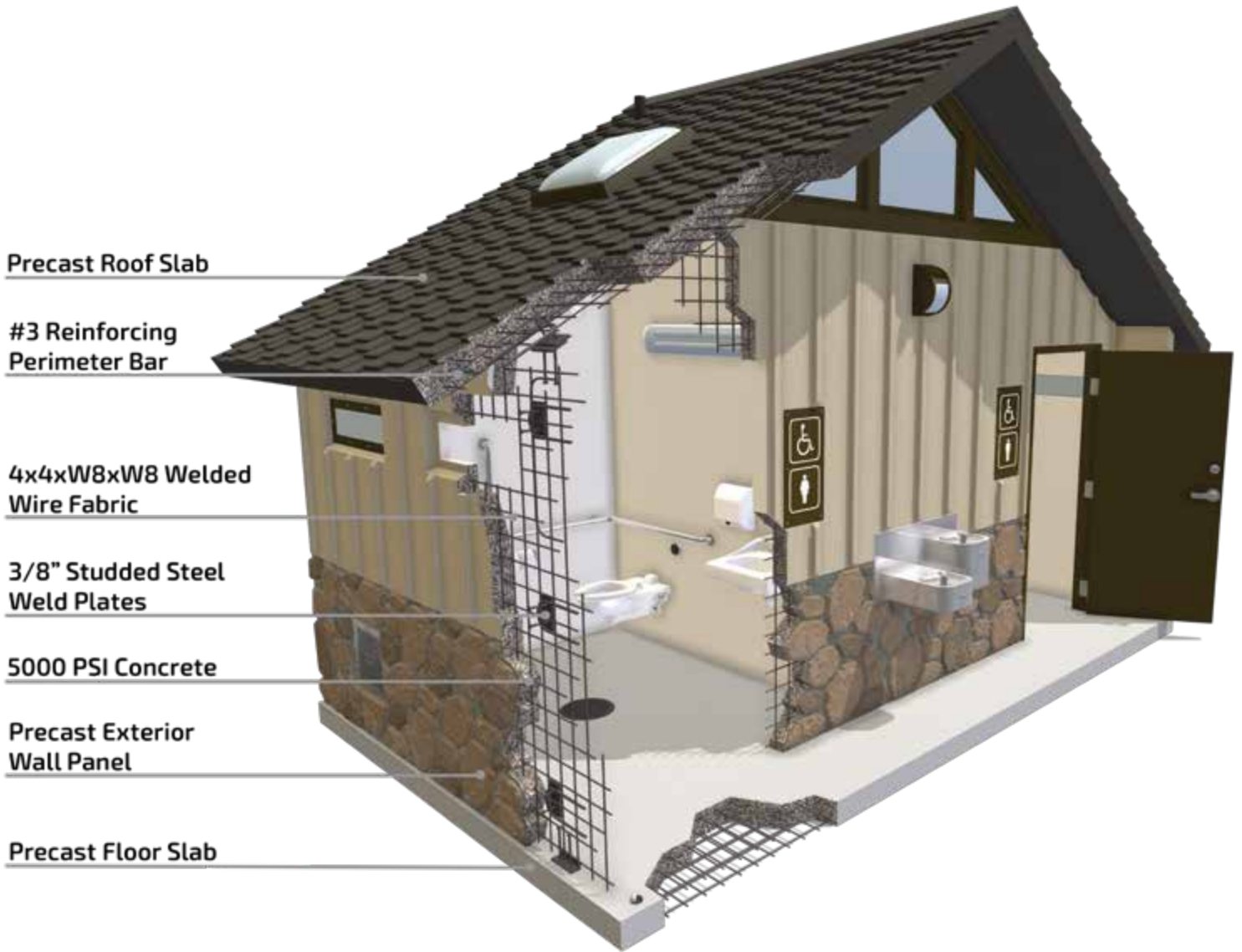
Cedar Shake



Ribbed Metal



Exposed Aggregate





CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-

by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

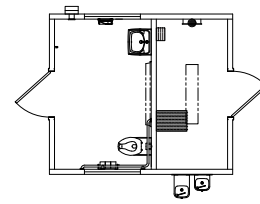
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

OZARK I – 10' 6" x 12'

Ozark I with chase has one single user fully accessible flush restroom. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.



CXT
800.696.5766
cxtinc.com

| | | Price Per Unit | |
|--|---|--|----|
| Base Price | | \$ | \$ |
| Added Cost Options | | Click to Select | |
| Final Connection to Utilities | | \$ | |
| Optional Wall Texture - <i>choose one</i> | Split Face Block (\$5,500) Stone (\$7,000) | | |
| Optional Roof Texture | Ribbed Metal | \$ | |
| Insulation and Heater | | \$ | |
| Vitreous China Urinal | | \$ | |
| Stainless Steel Water Closet & Lavatory | | \$ | |
| Stainless Steel Urinal | | \$ | |
| Electric Hand Dryer | | \$ | |
| Electronic Flush Valve | | \$ | |
| Electronic Lavatory Faucet | | \$ | |
| Electronic Urinal Flush Valve | | \$ | |
| Paper Towel Dispenser | | \$ | |
| Toilet Seat Cover Dispenser | | \$ | |
| Sanitary Napkin Disposal Receptacle | | \$ | |
| Baby Changing Table | | \$ | |
| Skylight in Restroom | | \$ | |
| Marine Grade Skylight in Restroom | | \$ | |
| Marine Package (<i>excluding fiberglass doors and frames</i>) | | \$ | |
| Exterior Mounted ADA Drinking Fountain w/Cane Skirt | | \$ | |
| 2K Anti-Graffiti Coating | | \$ | |
| Optional Door Closure | | \$ | |
| Fiberglass Entry and Chase Doors and Frames (each) | | \$ | |
| Timed Electric Lock System (2 doors- does not include chase door) (each) | | \$ | |
| Exterior Frostproof Hose Bib with Box | | \$ | |
| | | Total for Added Cost Options: | |
| | | | \$ |
| Custom Options: | | | \$ |
| | | Engineering and State Fees: | |
| | | | \$ |
| | | Estimated One-Way Transportation Costs to Site (quote): | |
| | | | \$ |
| | | Estimated Tax: | |
| | | | \$ |
| | | Total Cost per Unit Placed at Job Site: | |
| | | | \$ |

Estimated monthly payment on 5 year lease

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative _____ Date _____

I accept this quote. Please process this order.

Company Name _____

Company Representative _____ Date _____

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

| | | | |
|--|---------------------------------------|---|---|
| <input type="checkbox"/> Amber Rose | <input type="checkbox"/> Berry Mauve | <input type="checkbox"/> Buckskin | <input type="checkbox"/> Cappuccino Cream |
| <input type="checkbox"/> Charcoal Grey | <input type="checkbox"/> Coca Milk | <input type="checkbox"/> Evergreen | <input type="checkbox"/> Georgia Brick |
| <input type="checkbox"/> Golden Beige | <input type="checkbox"/> Granite Rock | <input type="checkbox"/> Hunter Green | <input type="checkbox"/> Java Brown |
| <input type="checkbox"/> Liberty Tan | <input type="checkbox"/> Malibu Taupe | <input type="checkbox"/> Mocha Caramel | <input type="checkbox"/> Natural Honey |
| <input type="checkbox"/> Nuss Brown | <input type="checkbox"/> Oatmeal Buff | <input type="checkbox"/> Pueblo Gold | <input type="checkbox"/> Raven Black |
| <input type="checkbox"/> Rich Earth | <input type="checkbox"/> Rosewood | <input type="checkbox"/> Sage Green | <input type="checkbox"/> Salsa Red |
| <input type="checkbox"/> Sand Beige | <input type="checkbox"/> Sun Bronze | <input type="checkbox"/> Toasted Almond | <input type="checkbox"/> Western Wheat |
| Special roof color # | _____ | | |
| Special wall color # | _____ | | |
| Special trim color # | _____ | | |

Rock Color

| | | | |
|---------------------------------|---|---------------------------------------|---------------------------------|
| <input type="checkbox"/> Basalt | <input type="checkbox"/> Mountain Blend | <input type="checkbox"/> Natural Grey | <input type="checkbox"/> Romana |
|---------------------------------|---|---------------------------------------|---------------------------------|

Roof Texture

| | |
|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> Cedar Shake | <input type="checkbox"/> Ribbed Metal |
|--------------------------------------|---------------------------------------|

Wall Texture(s) *(For single color mark an X. For top and bottom textures use T = Top and B = Bottom.)*

| | | | |
|---|---|---|-------------------------------------|
| <input type="checkbox"/> Barnwood | <input type="checkbox"/> Horizontal Lap | Can only be used as bottom texture | |
| <input type="checkbox"/> Split Face Block | <input type="checkbox"/> Board & Batt | <input type="checkbox"/> Napa Valley Rock | <input type="checkbox"/> River Rock |
| <input type="checkbox"/> Stucco/Skip Trowel | <input type="checkbox"/> Brick | <input type="checkbox"/> Flagstone | |

(Textures not included in CXT's quote are additional cost.)

Door Opener

| | | |
|---|--|---|
| <input type="checkbox"/> Non-locking ADA Handle | <input type="checkbox"/> Privacy ADA Latch | <input type="checkbox"/> Pull Handle/Push Plate |
|---|--|---|

Deadbolt

Accessible Signage

| | | |
|------------------------------|--------------------------------|---------------------------------|
| <input type="checkbox"/> Men | <input type="checkbox"/> Women | <input type="checkbox"/> Unisex |
|------------------------------|--------------------------------|---------------------------------|

Toilet Paper Holder

| | |
|---|---|
| <input type="checkbox"/> 2-Roll Stainless Steel | <input type="checkbox"/> 3-Roll Stainless Steel |
|---|---|

Notes:

Community Development Committee Meeting
28 May 2024

Item Title: Master Plan for Rose Hill Park and Rixey Moore Parking lot

Prepared By: Jean Petti

Background/History General Information

Rose Hill Park and the immediately adjacent Rixey Moore Parking Lot are the primary hub for gatherings and recreation within the Town limits. Spurred by the need to address the condition of the walking bridge and parking lot lights, staff requests review of the current condition of park amenities and invites comment on ensuring the park meets current and projected needs. This project complements and may influence decisions about the use of the Livery Stable and the features of the proposed restroom.

Topics for discussion include access/walkways/bridges, security/lighting, and landscaping, as well as any proposed by committee members.

Attachments

Site plan of Park



Town of Berryville
 TM 1445-A-77
 D.B. 23, P. 516

West Main Street
 Va Route no. 7 (Business)

Reginald King Shirley, Jr.
 TM 1445-A-79
 D.B. 231, P. 100