



Berryville Town Council

MEETING AGENDA

Berryville-Clarke County Government Center
101 Chalmers Court, Second Floor
Main Meeting Room
Regular Session

October 14, 2025

7:00 PM

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Community Development

Personnel, Appointments, and Policy

Public Safety

Streets and Utilities

14. Closed Session

15. Adjourn

MINUTES

**BERRYVILLE TOWN COUNCIL
Regular Meeting
September 09, 2025
7:00 p.m.**

A meeting of the Berryville Town Council was held on Tuesday, July 08, 2025, at 7:00 p.m. at the Berryville-Clarke County Government Center in Berryville.

Town Council

Present: Harry Lee Arnold, Jr., Mayor; Erecka L. Gibson, Vice Mayor; William Steinmetz; Grant Mazzarino; Ryan Tibbens.

Absent:

Staff

Present: Keith Dalton, Town Manager; Jean Petti, Deputy Town Manager; Brandel Kelsey, Town Clerk; Terry Russell, Community Development Director; Chief Tim Bristol, Berryville Police Department

Press Mickey Powell, Winchester Star

1. Call to Order

Mayor Arnold called the meeting to order at 7:05 p.m.

2. Pledge of Allegiance

Mayor Arnold invited all those assembled to stand for the Pledge of Allegiance.

3. Approval of Agenda

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

4. Presentations, Awards, and Recognitions

None

5. Public Hearings

Special Use Permit- Home Occupation- Renzi 308 Breckinridge Court

Terry Russell, the Community Development Director, explained the amendment to the Renzi Special Use Permit. The hours will be changing to 9:00 a.m. to 1:00 p.m. and 6:00 p.m. to 8:00 p.m. Monday through

Friday. The Planning Commission has recommended the Council approved the SUP. Mr. Renzi spoke to the Council to say that business is going well.

Special Use Permit- Contractors establishment with outdoor storage- Nova Power Systems, Inc- 3 Cattleman's Lane

Mr. Russell explained the Special Use Permit for Nova Power Systems, including recommended Staff stipulations as follows: the outside storage cannot go outside the designated area (**attached**), it should not exceed 20 feet high, and storage cannot reduce required parking. The Planning Commission has recommended to the Council the Special Use Permit be approved. Mr. Steinmetz asked if the 20 feet height restriction was discussed at the Planning Commission meeting and Mr. Russell stated it was not. Mr. Steinmetz also wanted to know if there were any height restrictions on other commercial properties, Mr. Dalton said that he did not know.

Bryant White, representative for the owner Chris Bruner of Nova Power Systems spoke to the Council. The company is looking forward to doing business with the Town and giving citizens job opportunities. He wanted Council to know most of the assembly would be happening in the building. Mr. Mazzarino asked if they have more than one location, Mr. Bruner said yes, they do, this would be their second industrial lot. A citizen, Mr. David Lerch, wanted to state to the Council that he was in support of the outside storage.

Proposed amendment of the Fiscal Year 2026 Budget

Mr. Dalton described the three elements of the proposed amendment to the FY2026 Budget.

It is proposed that \$100,000 be removed from the TAP Project Reserve Fund and placed in General Fund Revenues. These funds, if placed in the FY26 Budget would be used for the Mosby Blvd. / East Fairfax TAP project.

It is proposed that \$150,000 be removed from the Water Distribution System Reserve and placed in Water Fund Revenues. These funds, if placed in the FY26 Budget would be used for replacement of the water main on Dorsey Street.

It is proposed that \$300,000 be removed from the Sewer Collection System Rehabilitation Reserve and placed in Sewer Fund Reserves. These funds, if placed in the FY26 Budget would be used for rehabilitation of the sewer collections system in the Bel Voi and Battletown Drives area, if the Streets and Utilities Committee deemed the projects in question worthy of funding. Mr. Dalton expressed his desire to have this matter discussed by the Streets and Utilities Committee in the near term. Mr. Tibbens inquired as to what would happen if these funds were added to the budget and not expended. Mr. Dalton stated that these unspent funds would be fund balance at the end of the year and would then be distributed to reserve funds when the Council approved a revised Reserve Funds Specifics.

6. Discussion of Public Hearing Items

Special Use Permit- Home Occupation- Renzi 308 Breckinridge Court

Mr. Steinmetz moved that the Council of the Town of Berryville approve an amendment to Special Use Permit SUP 03-24 to operate a home occupation (fitness classes) at the property located at 308 Breckinridge Court with conditions as follows:

- No more than six (6) clients per session,
- All activities must take place within the structure with the garage door and windows closed;
- No noise from business-related activities may be detected off site;
- Hours of operation from 9:00 a.m. to 1:00 p.m., and 6:00 p.m. to 8:00 p.m. on Monday through Friday.
- Signage shall be limited to a nameplate no more than two square feet per section 315.5(a) of the Berryville Zoning Ordinance;
- Special Use Permit 24-03 shall be revoked if the off-site parking agreement with Martin's is not maintained;
- On-street parking related to business activities at 308 Breckinridge Court is prohibited; and
- A maximum of two (2) clients parking on-site.

Motion passed by voice vote.

Special Use Permit- Contractors establishment with outdoor storage- Nova Power Systems, Inc- 3 Cattleman's Lane

Mr. Mazarino moved that the Council of the Town of Berryville approve Special Use Permit SUP 01-25 in order to allow a contractor's establishment with outdoor storage on the property located at 3 Cattleman's Lane, provided that said outdoor storage:

- Is confined to the area shown labeled for "Outside Storage" on the **attached** plat dated 7/16/18,
- May not extend within five (5) feet of any side or rear property line or within ten (10) feet of the front property line with Cattleman's Lane,
- May not exceed twenty (20) feet in height, and
- May not occupy parking areas required by the Berryville Zoning Ordinance.

Motion passed by voice vote.

Proposed amendment of the Fiscal Year 2026 Budget

Mr. Tibbens moved that the Council of the Town of Berryville amend the FY2026 Budget and appropriate funds as follows:

General Fund

General Fund Revenue Fund Balance Forward (Line Item #100-300000-0000) increased by \$100,000 to \$635,000.

General Fund Expense: Mosby Boulevard Sidewalk (Line Item #100-4094200-9004) increased by \$100,000 from \$0.

Reduce the Transportation Alternative Program (TAP) Project Reserve by \$100,000, leaving a balance of \$794,000.

Water Fund

Water Fund Revenue Fund Balance Forward (Line Item #501-3000000-000) increase by \$150,000 from \$0.

Water Fund Expense: Water Distribution System Upgrades (Line Item #501-4094200-8361) increased by \$150,000 to \$275,000.

Reduce Water Distribution System Reserve by \$150,000, leaving a balance of \$1,050,000.

Sewer Fund

Sewer Fund Revenue Fund Balance Forward (Line Item #502-3000000-000) increase by \$300,000 to \$690,000.

Sewer Fund Expense: Sewer Fund Collection System Rehab (Line Item #502-4094200-8134) increase by \$300,000 from \$0.

Reduce Sewer Collection Reserve by \$300,000, leaving a balance of \$1,700,000.

7. Citizens' Forum

Mayor Arnold called on citizens who have signed up to speak during the forum.

Mrs. Mary Ivie is a resident that lives on 12 Dorsey St and wanted to let the Council know that she is still having issues with the large trucks coming down the side streets, Walnut St, Dorsey St and Rice St. She saw a truck going down Rice St tonight. She knows people walk their dogs at night and is afraid someone is going to get hurt, the trucks do not go the speed limit. She would like a temporary sign put up that says no trucks.

Mr. Gerald Dodson thanked the Council for approving the Peace Pole on behalf of the Clarke County Rotary Club. He is very happy with it and said there is a QR code that you can scan from the pole, to see other Peace Poles.

Kimberly Chambers is a resident that lives on 122 W Main St. She has lived there for 12 years. She has noticed over the years that there is more traffic and more people speeding through town. She would like a digital speed monitor or speed bumps put on W Main St. She has spoken with VDOT and advised that they will be contacting to Mr. Dalton soon.

Bryan Bielinski is a resident that lives at 413 Montgomery Ct. There is a lot of traffic and speeding happening in Hermitage. He would like to see 4 way stops put in. He knows lots of children walk to school. He also is concerned about a white work van with no windows being parked on the street near his house every day. He

asked would the Town make the van park in the person's driveway or not be there at all? He said the person who lives at the home it's parked near does not own the business that is written on the side of the van.

8. Consent Agenda

Mr. Steinmetz moved to approve the consent agenda as presented. The motion passed by voice vote.

9. Unfinished Business

None

10. New Business

None

11. Council Member Reports

Mrs. Kelsey read the resolution (**attached**) recognizing the service of Rick Boor, Director of Public Works. Mr. Boor will be retiring on September 30, 2025.

Mr. Dalton wanted to make a statement regarding Mr. Boor. He stated that Mr. Boor's retirement is a big loss for the Town, he is happy for Mr. Boor in his next steps in life. Mr. Boor has the biggest heart and was very dedicated to the Town. He has served the Town well and has helped build a well-equipped and well-trained Public Works Department. He will be greatly missed.

Mr. Tibbens moved that the Council of the Town of Berryville approve the attached resolution honoring Rick Boor's service to the community. Motion passed with voice vote.

Mayor Arnold announced that Mr. Douglas Riseden has been hired to be the next Director of Public Works.

Announcement of names of candidates under consideration for appointment as Ward 2 Councilmember
Candidates:

- Paul Perez of 116 South Church Street
- Patrick Irish of 765 McGuire Circle

The Mayor thanked the applicants for their interest in serving the Town and stated that the Council will hold interviews with the candidates on September 24, 2025. The Council expects to make an appointment for Ward 2 Councilmember on October 14, 2025.

12. Staff Reports

Mr. Steinmetz said he was thankful for the Public Works for picking up branches.

Mr. Tibbens seconded the thanks to Public Works.

Town Manager

Mr. Dalton spoke about the proposed charge off of delinquent personal property taxes for Tax Year 2019.

Ms. Gibson moved that the Council of the Town of Berryville adopt the attached resolution to charge off delinquent personal property taxes for Tax Year 2019. The motion passed by voice vote.

Deputy Town Manager

Mrs. Petti explained that D.R. Horton emailed an update on the Bond release, they are in the process of fixing said issues, but are not finished yet.

Mrs. Petti introduced Bryan Byrd from Glo Fiber to speak about the pavement restoration standards. Mr. Byrd stated the construction has started and the first area is completed. The project will be running twenty miles of fiber and ten of that will be underground. The project should wrap up mid-2026. Mr. Byrd explained the state requires a visual inspection at every utility crossing. The standards their company normally goes with has them patch approximately four feet. The Berryville standard from VDOT is twenty-five feet. If the Town does not change the patching requirements, then there will be approximately 700 homes out of the 1,800 projected which will not have service. It would simply not be cost effective for Glo Fiber to bury their line with the Towns patch requirement. Mr. Steinmetz asked approximately how many test pits would need to be cut and it was stated that fifty was just for one subdivision. Mrs. Petti spoke to the fact that she contacted some of their references whom said the patches looked acceptable after one to two years, she could not reach anyone who had used them longer than that time frame. Mr. Dalton said there may be a compromise that can be made on side streets, but he would not advise lowering the standards for collection roads. Mr. Tibbens wanted to know if the construction standards were available to Glo Fiber before the contract was signed and Mr. Daton said yes, they were. Mr. Tibbens asked for the economic cost difference to be given to the Council so that can help them make an informed decision. There was no motion made, there will be more information provided to Council and brought to the October 14th meeting.

Town Manager

Mr. Dalton spoke about establishing the date and time for Trick-or-Treating.

Mr. Steinmetz moved that the Council of the Town of Berryville, in accordance with §13-38 of the Berryville Code, designate October 31, 2025 between the hours of 6:00 p.m. and 8:30 p.m. as the period in which trick-or-treating may occur within the Berryville town limits. Residents who wish to participate in giving treats should turn on their porch lights during designated hours. Trick-or-Treaters should only visit homes at which a porch light is activated. Motion passed by voice vote.

Mr. Dalton proposed the setting of a Special Meeting for September 24, 2025 at 3:30 p.m.

Ms. Gibson moved that the Council of the Town of Berryville, in accordance with §3.12 of the Town of Berryville Charter, set a special meeting on September 24, 2025 at 3:30 p.m. Motion passed by voice vote.

The Mayor advised that there is a vacant spot on the Berryville Area Development Authority. Mayor Arnold expressed his interest in being appointed to the Authority.

Mr. Tibbens moved that the Council of the Town of Berryville appoint Harry Lee Arnold, Jr to the Berryville Area Development Authority with his term becoming effective on September 10, 2025 and ending July 1, 2028. Motion passed by voice vote with Mayor Arnold abstaining.

13. Committee Updates

Mayor Arnold recognized the chairs of each standing committee of the Town Council to introduce action items, provide updates, and impart additional information that they think may be helpful to the Council.

Budget and Finance Committee

None

Community Development Committee & Streets and Utilities Committee

Mr. Tibbens advised there would be no meeting for September because there would be no quorum.

Personnel, Appointments, and Policy

Mayor stated there are two open positions on the Planning Commission and one on the Tree Board.

Public Safety

None

Mr. Dalton said there are two items to discuss in the closed session, legal representation for the Town and two candidates for Ward 2. Ms. Gibson asked if once a new Ward 2 Councilmember is chosen can the appointments to committees be changed. Mayor said they can be shuffled.

14. Closed Session

The Council of the Town of Berryville will conduct a closed session in accordance with §2.2-3711.A.1 to consider prospective candidates for appointment to the Town Council and in accordance with §2.2-3711.A.1 for discussions related to the appointment of a Town Attorney.

Mr. Mazzarino moved that the Council of the Town of Berryville enter closed session in accordance with §2.2-3711.A.1 to consider prospective candidates for appointment to the Town Council and in accordance with §2.2-3711.A.1 for discussions related to the appointment of a Town Attorney.

Certification Motion and Resolution

Ms. Gibson moved that the Council of the Town of Berryville adopt the following resolution certifying it has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act:

Resolution

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

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

VOTE BY ROLL CALL:

Mr. Steinmetz-	Aye
Mr. Mazzarino-	Aye
Mr. Tibbens-	Aye
Ms. Gibson-	Aye
Mr. Arnold-	Aye

15. Adjourn

The Council adjourned at 9:29 p.m. on a motion by Ms. Gibson.

Erecka L. Gibson, Vice Mayor

Brandel Kelsey, Town Clerk

TOWN COUNCIL
MOTION FOR APPROVAL
AMENDING THE 2025-2026 FISCAL YEAR BUDGET OF
THE TOWN OF BERRYVILLE

Date: September 9, 2025

Motion By:

Second By:

I move the Council of the Town of Berryville amended the FY 2026 Budget and appropriate funds as follows:

General Fund

General Fund Revenue Fund Balance Forward (Line Item # 100-300000-0000) increased by \$100,000 to \$635,000.

General Fund Expense: Mosby Boulevard Sidewalk (Line Item #100-4094200-9004) increased by \$100,000 from \$0.

Reduce the Transportation Alternative Program (TAP) Project Reserve by \$100,000, leaving a balance of \$794,000.

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Sewer Fund Expense: Sewer Fund Collection System Rehab (502-4094200-8134)
increase by \$300,000 from \$0.

Reduce Sewer Collection Reserve by \$300,000, leaving a balance of \$1,700,000.

VOTE:

Aye:

Nay:

Absent:

Abstain:

ATTEST: _____
Erecka Gibson, Vice Mayor



A RESOLUTION OF THE COUNCIL OF THE TOWN OF BERRYVILLE HONORING
Rick Boor

WHEREAS, Rick Boor has served and led the Town of Berryville’s Public Works Department for twenty-seven years, planning and directing the activities of his department in installing, maintaining, and repairing essential services- such as streets, sidewalks, parks, water and sewer, and storm sewer- that support and protect our community; and

WHEREAS, he responded at all hours and in all weathers to emergencies to ensure uninterrupted water and sewer service to the businesses and residents of Berryville and to clear and repair essential infrastructure after storm damage and traffic incidents, and developed relationships of trust and respect with the team of Public Works staff, other departments, vendors, regulatory personnel, and citizens of Berryville; and

WHEREAS, Rick prepared for winter weather and conducted ice and snow removal from thirty-nine miles of Town streets, as well as all Town-owned lots and walks, providing for the safe transportation of first responders, citizens and employees of the Town, and visitors and vendors; and

WHEREAS, he provided invaluable review for site and construction planning functions of Town regarding street lighting, water and sewer service, fire protection, signage, street and sidewalk installation, expansion, and repair, particularly during the construction of the Berryville Clarke-County Government Center, Berryville’s Wastewater Treatment Plant, and Berryville’s Public Works Yard; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Town of Berryville honors Rick Boor’s exemplary level of dedication and service, gratefully recognizes his contribution to the Town of Berryville to expand and improve the function of the Public Works department, and thanks him for his deep commitment to the wellbeing of Berryville and its citizens.

By order of the Town Council this 9th day of September, 2025.

Harry Lee Arnold Jr., Mayor

Erecka L. Gibson, Vice Mayor

Council Members

William Steinmetz
Ward 1

Diane Harrison
Ward 2

Grant Mazzarino
Ward 3

Ryan Tibbens
Ward 4

Keith R. Dalton
Town Manager

**Town of Berryville
Town Council
Resolution**

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

WHEREAS, the attached personal property taxes assessed by the Town of Berryville, Virginia for the tax year 2019, has remained delinquent for the year for which such taxes were assessed and are therefore rendered unenforceable,

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Berryville in meeting duly assembled this ninth day of September, 2025, that the attached list of delinquent personal property taxes for the tax year of 2019 shall be charged off the tax records of the Town of Berryville as uncollectable.

PASSED THIS 9th DAY OF SEPTEMBER 2025.

Harry L. Arnold, Jr., Mayor

I hereby certify that the foregoing Resolution was duly adopted by the Council of the Town of Berryville in meeting assembled September 9, 2025.

ATTEST:

Erecka L. Gibson, Vice Mayor

Town of Berryville
Town Council
MOTION TO ENTER CLOSED SESSION

Date: September 9, 2025

MOTION BY:

SECOND BY:

I move that the Council of the Town of Berryville will enter into a closed session in accordance with §2.2-3711.A.1 Consideration of prospective candidates for appointment to the Town Council and Section 2.2-3711.A.1 for discussions related to appointment of a Town Attorney.

VOTE:

Aye:

Nay:

Absent:

Abstain:

ATTEST

Erecka Gibson, Vice Mayor

Town Council
Motion
CLOSED SESSION RESOLUTION

DATE: September 9, 2025

MOTION BY:

SECOND BY:

I move that the Council of the Town of Berryville adopt the following resolution certifying it has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act:

Resolution

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

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

VOTE:

AYE:

NAY:

ABSENT:

ABSTAIN:

ATTEST:

Ericka Gibson, Vice Mayor

MINUTES

BERRYVILLE TOWN COUNCIL

Special Meeting

September 24, 2025

3:30 p.m.

A meeting of the Berryville Town Council was held on Wednesday, September 24, 2025, at 3:30 p.m. at the Berryville-Clarke County Government Center in Berryville.

Town Council

Present: Harry Lee Arnold, Jr., Mayor; Erecka L. Gibson, Vice Mayor; William Steinmetz; Grant Mazarino; Ryan Tibbens.

Absent: None

Staff

Present: Keith Dalton, Town Manager; Jean Petti, Deputy Town Manager; Brandel Kelsey, Town Clerk; Terry Russell, Community Development Director

Press None

1. Call to Order

Mayor Arnold called the meeting to order at 3:32 p.m.

2. Approval of Agenda

Mr. Steinmetz moved to approve the agenda as amended. The motion passed by voice vote.

3. Unfinished Business

None

4. New Business

Discussion- Representation on the Economic Development Advisory Committee

The mayor stated that Christina Kraybill was leaving the Economic Development Advisory Committee and Mr. Tibbens showed interest.

Mr. Mazarino moved that the Council of the Town of Berryville recommend that the Clarke County Board of Supervisors appoint Ryan Tibbens to the Clarke County Economic Development Advisory Committee. Motion passed by voice vote and Mr. Tibbens Abstained.

5. Other

None

6. Closed Session

Mr. Mazzarino moved that the Council of the Town of Berryville enter into a closed session in accordance with §2.2-3711.A.1 Consideration of prospective candidates for appointment to the Town Council and Section 2.2-3711.A.1 for discussions related to appointment of a Town Attorney. Motion passed by voice vote.

The mayor announced that the Council was back in session at 5:55 p.m.

Mr. Steinmetz moved that the Council of the Town of Berryville adopt the following resolution certifying it has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act:

Resolution

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

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

VOTE:

Mr. Steinmetz	Aye
Mr. Mazzarino	Aye
Mr. Tibbens	Aye
Ms. Gibson	Aye
Mr. Arnold	Aye

7. Adjourn

The Council adjourned at 5:56 p.m. on a motion by Ms. Gibson.

Erecka L. Gibson, Vice Mayor

Brandel Kelsey, Town Clerk

Town of Berryville
Town Council
MOTION TO ENTER CLOSED SESSION

Date: September 9, 2025

MOTION BY:

SECOND BY:

I move that the Council of the Town of Berryville will enter into a closed session in accordance with §2.2-3711.A.1 Consideration of prospective candidates for appointment to the Town Council and Section 2.2-3711.A.1 for discussions related to appointment of a Town Attorney.

VOTE:

Aye:

Nay:

Absent:

Abstain:

ATTEST

Erecka Gibson, Vice Mayor

Town Council
Motion
CLOSED SESSION RESOLUTION

DATE: September 24, 2025

MOTION BY:

SECOND BY:

I move that the Council of the Town of Berryville adopt the following resolution certifying it has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act:

Resolution

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VOTE:

AYE:

NAY:

ABSENT:

ABSTAIN:

ATTEST:

Ericka Gibson, Vice Mayor

Appointment of a Ward 2 Councilmember

Overview

Diane Harrison resigned from the Town Council on September 1, 2025.

§24.2-228 of the Code of Virginia addresses the requirements regarding making interim appointments to fill vacancies on local governing bodies. In accordance with the requirements of the Code of Virginia, the remaining members of a governing body are expected to appoint someone to fill a vacancy on said body within 45 days. If such appointment is not made within 45 days, then the Circuit Court of Clarke County may step in and make an appointment.

Process

The Council asked that citizens who were interested in being considered for appointment to the Ward 2 Councilmember position to submit a completed talent bank form, along with a current resume and cover letter.

In accordance with §24.2-228 of the Code of Virginia, in a duly constituted public meeting on September 9, 2025, the Council announced the names of the individuals under consideration for appointment. The names that were announced follow:

- Mr. Paul Perez of 116 South Church Street
- Mr. Patrick Irish of 765 McGuire Circle

Note: In accordance with applicable law, the announcement referenced above must proceed an appointment to fill the vacancy in question by at least seven days.

On September 24, 2025 the Council met with and interviewed the two individuals who sought appointment.

It is expected that the Council will appoint a Ward 2 Councilmember at their October 14, 2025 meeting. An appointment on October 14, 2025 will satisfy the requirements of §24.2-228 of the Code of Virginia.

It is expected that that the individual who is appointed as Ward 2 Councilmember will have their term begin on October 15, 2025 and end on December 31, 2026. The Ward 2 Councilmember position will be on the ballot in the November 2026 election.

Current Discussion

Two citizens have asked that they be considered for appointment to the Council. Those individuals are: Mr. Paul Perez and Mr. Patrick Irish.

Both gentlemen performed well during their Council interview.

Attachments

- §24.2-228 of the Code of Virginia
- Perez submittal
- Irish submittal

Sample Motion

I move that the Council of the Town of Berryville appoint { Paul Perez /or/ Patrick Irish } to the unexpired term of Diane Harrison, Ward 2 Councilmember, with such term to commence on October 15, 2025 and end on December 31, 2026.

Code of Virginia
Title 24.2. Elections
Chapter 2. Federal, Commonwealth, and Local Officers

§ 24.2-228. Interim appointment to local governing body or elected school board; elected mayor.

A. When a vacancy occurs in a local governing body or an elected school board, the remaining members of the body or board, respectively, within 45 days of the office becoming vacant, may appoint a qualified voter of the election district in which the vacancy occurred to fill the vacancy. At least seven days prior to making such interim appointment, the body or board shall hold a public meeting in accordance with § 2.2-3707 at which the body or board shall announce the names of all persons being proposed for the interim appointment and shall make available for inspection each person's resume and any other materials required by the body or board. If a majority of the remaining members of the body or board cannot agree, or do not act, the judges of the circuit court of the county or city may make the appointment.

Notwithstanding any charter provisions to the contrary, the person so appointed shall hold office only until the qualified voters fill the vacancy by special election pursuant to § 24.2-682 and the person so elected has qualified. Any person so appointed shall hold office the same as an elected person and shall exercise all powers of the elected office.

If a majority of the seats on any governing body or elected school board are vacant, the remaining members shall not make interim appointments and the vacancies shall be filled as provided in § 24.2-227.

B. When a vacancy occurs in the office of a mayor who is elected by the voters, the council shall make an interim appointment to fill the vacancy as provided in subsection A.

C. For the purposes of this article and subsection D of § 22.1-57.3, local school boards comprised of elected and appointed members shall be deemed elected school boards.

D. The failure of a member of a local governing body or elected school board or mayor to take the oath of office required by § 49-1 before attending the first meeting of the governing body or school board held after his election shall not be deemed to create a vacancy in his office provided that he takes the oath within 30 days after that first meeting.

1975, c. 515, § 24.1-76.1; 1993, c. 641; 1996, c. 873; 1999, c. 128; 2010, cc. 431, 624; 2011, c. 78; 2024, c. 168.



Town of Berryville Talent Bank Form

Any citizen of the Town of Berryville who is interested in serving in an appointive position in the Town of Berryville may complete and return this form to the Town Manager at 101 Chalmers Ct., Suite A, Berryville, VA 22611 or townmanager@berryvilleva.gov.

Applicant name: Paul Perez Date: 08/19/2025

Board/commission/position applied for: Interim Member of the Town Council

Time when available to serve: any Day any Evening

Estimated number of hours available per month: 20

Employment History

Employer: ThreatConnect Position held: Software Engineer

Employer address: 3865 Wilson Blvd Suite 550 Arlington, Va 22203

Length of employment: 9 yrs

Other Skills and Qualifications

Please indicate any special considerations that particularly qualify you for this appointment:

Resident of Ward 2

Educational History

Please list institutions attended and degrees earned:

George Mason University - Bachelors of Science (Computer Science)

Civic and Professional Activities

Please list organizations, honors, offices held, etc.:

Barns of Rose Hill - Board of Directors

Please provide in the space below or on a separate page an explanation of why you are interested in serving on a Town board or commission.


After moving to Berryville I wanted to get involved in local organizations and find a way to "give back" to the town. That began two years ago by volunteering at the Barns of Rose Hill and a subsequent position on the Board of Directors.

Recently I became aware of the opportunity to help with the Ward 2 vacancy on the Town Council and felt this would serve as a "next step" in my desire to get involved locally and help the town.

Pursuant to the Commonwealth of Virginia Conflict of Interest Act governing elected and appointed public officials, does the nature and status of your employment, business interests, or ownership of property present a potential conflict of interest relative to the appointed position in which you are interested? Yes _____ No X

If required by applicable provision of the Conflict of Interest Act, would you be willing to file with the Town Clerk a Public Official Disclosure Form listing all applicable assets and business and property interests? Yes X No _____

Paul Perez
116 S Church St
Berryville, VA 22611


08/25/2025

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

Dear Members of the Berryville Town Council,

I am seeking an interim appointment to the Berryville Town Council to contribute my experience, skills, and commitment to public service. With over 30 years in technology leadership and a strong record of civic involvement, I am prepared to support sound governance and help guide the town through both present needs and future opportunities.

Professionally, I have directed technical teams for organizations including ThreatConnect, CoreLogic, and GTE Government Systems. These roles demanded strategic planning, fiscal accountability, and collaborative decision-making—qualities directly applicable to municipal governance.

My community service includes leadership roles at Barns of Rose Hill, where I serve on the Building and Grounds and Technology Committees, as well as years of volunteer work with the Boy Scouts of America, the Izaak Walton League, and the Potomac Appalachian Trail Club. These experiences have strengthened my belief in stewardship, transparency, and the importance of community engagement.

If appointed, my priorities would include:

- **Economic Vitality:** Support small businesses and sustainable investment.
- **Infrastructure & Technology:** Modernize utilities and improve efficiency through smart solutions.
- **Historic Preservation:** Protect Berryville's character while guiding responsible growth.
- **Sustainability & Livability:** Promote green initiatives and community spaces.
- **Civic Engagement:** Expand transparency and resident participation in governance.

I am committed to serving with integrity and ensuring Berryville remains a vibrant, welcoming, and forward-looking community. Thank you for your consideration.

Respectfully,


Paul Perez

Paul Perez

Software Engineer with over 30 years of experience.

116 S Church St
Berryville, VA 22611



PROFESSIONAL EXPERIENCE

ThreatConnect, Arlington, Va — Technical Lead Engineer

January 2016 - PRESENT

Core product development for the Threat Intelligence Platform.

CoreLogic-Dorado, San Mateo, Ca — Architect/Tech Lead

February 2002 - January 2016

Provided technical leadership for services to major banks and other mortgage lending institutions.

BenefitNation, Sterling, Va — Consultant

December 2001 - February 2002

Consultant to core development staff in the design and implementation of a web based document management system.

Digital Focus, Herndon, Va — Senior Engineer

April 1999 - November 2001

Senior member of technical integration teams that implement custom business solutions for customers typically using Java and Oracle.

GTE Government Systems, Chantilly, Va — Software Engineer

April 1997 - April 1999

Software engineering for the GTN (Global Transportation Network) project at Lockheed Martin.

George Mason University, Fairfax, Va — Senior Programmer/Analyst

July 1996 - April 1997

Application development and integration for the Office of Sponsored Programs..

United States Postal Service, Fairfax, Va — Customer Analyst

April 1985 - July 1996

Various analytical positions interacting with computer systems and software from programming applications and systems support to integrating general office software applications. .

SKILLS

Application server side development, systems integration. Database migration. AWS LLM integration

Technologies

JAVA, SQL, MySQL, PostgreSQL, Oracle, SAP HANA, SingleStore

SERVICE EXPERIENCE

Barns of Rose Hill, Berryville, Va – Event Volunteer, Director

April 2023 - Present

Building and Grounds Committee, Technology and Communications Committee

LCC-IWLA, Hamilton, Va – Volunteer

2016 - 2017

Assistance to the Membership Director

BSA – Goose Creek District, Leesburg, Va – District Camp Coordinator

2007 - 2008

BSA – Troop 969, Hamilton, Va – Asst Scout Master

2005 - 2007

Potomac Appalachian Trail Club, Vienna, Va – Technology Volunteer, Boundary Corridor Monitor

2005 - 2006

BSA – Pack 975, Purcellville, Va – Cub Master

2004 - 2005

BSA – Pack 1459, Chantilly, Va – Den Leader

2002 - 2004

Submarine Veterans of WWII, Springfield, Va – Technology Asst to the National Secretary

1993 - 1994

EDUCATION

George Mason University — Bachelor of Science

January 1997

Computer Science



Town of Berryville Talent Bank Form

Any citizen of the Town of Berryville who is interested in serving in an appointive position in the Town of Berryville may complete and return this form to the Town Manager at 101 Chalmers Ct., Suite A, Berryville, VA 22611 or townmanager@berryvilleva.gov.

Applicant name: Patrick Irish Date: 8/24/2025

Board/commission/position applied for: Town Council - Ward 2 Representative

Time when available to serve: Day Evening

Estimated number of hours available per month: 8-10

Employment History

Employer: Flipside Innovation Position held: Director of Growth

Employer address: 1818 Library St, STE 500, Reston, VA 20190

Length of employment: 7/2025 - Present

Other Skills and Qualifications

Please indicate any special considerations that particularly qualify you for this appointment:

Educational History

Please list institutions attended and degrees earned:

B.A. Augustana College, Major - English, Minors in Political Science and History

Civic and Professional Activities

Please list organizations, honors, offices held, etc.:

Please provide in the space below or on a separate page an explanation of why you are interested in serving on a Town board or commission.

See last page

Pursuant to the Commonwealth of Virginia Conflict of Interest Act governing elected and appointed public officials, does the nature and status of your employment, business interests, or ownership of property present a potential conflict of interest relative to the appointed position in which you are interested? Yes _____ No X _____

If required by applicable provision of the Conflict of Interest Act, would you be willing to file with the Town Clerk a Public Official Disclosure Form listing all applicable assets and business and property interests? Yes X _____ No _____

Please provide in the space below or on a separate page an explanation of why you are interested in serving on a Town board or commission.

Serving on the Berryville Town Council offers a unique opportunity to make a direct and meaningful impact on our community. Council members play a vital role in shaping policies, allocating resources, and setting priorities that influence everyday life—such as public safety, infrastructure, parks, and local economic development. For individuals like myself that are passionate about improving the quality of life for their neighbors, the town council provides a platform to turn ideas into action and ensure that the voices of residents are heard in decision-making. It's also a chance to preserve the community's character while preparing it for future growth and change.

Beyond making an impact, serving on the town council is a powerful way to grow personally and professionally. Council members develop leadership, problem-solving, and communication skills while gaining firsthand insight into how government works. It fosters collaboration with diverse groups, from local residents and businesses to state officials and nonprofit organizations. For many, it's not just about governance—it's about building connections, strengthening civic pride, and leaving a lasting legacy for future generations.

While there are many reasons to serve on the town council, the most important aspect to me is because it's my home. I have lived in many areas of Virginia over the years, but when I moved to Berryville almost four years ago, I knew it was going to be for a long time. My wife, children and I have established roots and community here. We live in the Berryville Glen neighborhood and have made friends with many of our neighbors, within our community and around town. My children attend DG Cooley Elementary where my wife is President of the PTO. We spend time at our various parks and patronize local businesses including Homespun, Santini's, Mario's and Willie's. We spend most Saturday mornings at the Clarke County Farmers Market. My kids take swimming lessons at the Clarke County Swimming Pool. We watch the 4th of July fireworks at Chet Hobert park, and we spend the last week before school starts at the Clarke County Fair. Berryville is my home. I hope I can represent it and ensure it's a thriving community for both current and future residents.

Patrick Irish
765 McGuire Cir
Berryville, VA 22611

[REDACTED]
[REDACTED]
September 3, 2025

Berryville Town Council
101 Chalmers Ct #A
Berryville, VA 22611

Dear Members of the Berryville Town Council,

I am writing to express my interest in serving on the Berryville Town Council. This role offers a unique opportunity to make a meaningful impact on the community I call home. Council members shape policies, allocate resources, and set priorities that affect everyday life, from public safety and infrastructure to parks and economic development. I am eager to contribute to these efforts while ensuring the voices of Berryville's residents are heard and respected.

My decision to seek this role stems from my deep connection to Berryville. After living in many parts of Virginia, my family and I settled here nearly four years ago, and we quickly knew this was where we wanted to put down roots. We live in the Berryville Glen neighborhood, where we've built lasting friendships with our neighbors. My wife serves as PTO President at DG Cooley Elementary, which our children attend. Together, we spend Saturdays at the Clarke County Farmers Market, enjoy our parks, attend the 4th of July fireworks at Chet Hobert Park, and look forward to the Clarke County Fair each summer. We support local businesses such as Homespun, Santini's, Mario's, and Willie's, and our children take swimming lessons at the Clarke County Swimming Pool. These experiences have given me a genuine appreciation for the character, traditions, and sense of community that make Berryville such a special place.

Serving on the Town Council would not only allow me to give back but also challenge me to grow as a leader, problem-solver, and collaborator. I look forward to working with residents, businesses, and partners at every level to preserve what makes Berryville unique while preparing it for future growth and opportunity.

Thank you for your time and consideration. It would be an honor to represent Berryville on the Town Council, and I welcome the opportunity to discuss how I can contribute to our community's continued success.

Sincerely,

[REDACTED]
Patrick M. Irish

PATRICK IRISH

765 McGuire Cir, Berryville, VA 22611 · [REDACTED]

[REDACTED] · [LinkedIn](#)

PROFESSIONAL EXPERIENCE

Flipside Innovation, Inc. – Reston, VA **Director of Growth**

7/2025 to Present

- Dual-role leader in Talent Acquisition and Business Development at a government contracting firm specializing in UX design and software development in the Intelligence Community.

VTG Defense – Chantilly, VA **Resource Director, IC Programs**

8/2024 to 7/2025

- Directed resource management for 200+ FTE across two business lines, aligning staffing and project needs for an Intelligence Community customer in software development, systems engineering, and program management.
- Redesigned resource management and recruiting workflows, streamlining operations and enabling scalable growth.
- Managed integration of six acquired companies, standardizing resource management and recruiting practices to improve efficiency and consistency.
- Built and monitored resource management and talent acquisition metrics across the recruiting funnel, providing data-driven insights to improve hiring efficiency and placement effectiveness.

Expedition Technology, Inc. – Herndon, VA **Senior Technical Talent Acquisition Specialist**

11/2023 to 8/2024

- Led technical recruiting efforts as Senior Technical Recruiter at a government contracting firm, sourcing and hiring talent in signal processing, machine learning, computer vision, deep learning, cloud/DevOps, and embedded systems.
- Oversaw full lifecycle recruiting as primary recruiter, delivering top talent to software development, cloud/DevOps, and embedded systems programs.
- Leveraged expertise as Greenhouse ATS SME to refine system implementation, streamline workflows, and scale recruiting operations for growth.
- Implemented Agile practices for the Recruiting team, improving collaboration and efficiency through training, weekly meetings, and scrum board management.

Snorkel AI – Palo Alto, CA (remote) **Senior Talent Partner**

11/2021 to 11/2023

- Hired as first recruiter at a Silicon Valley AI/ML startup specializing in data labeling, machine learning and data-centric AI
- Support all of Snorkel in full-cycle recruitment and strategic recruitment strategy development to attract and engage highly skilled passive candidates with backgrounds in Software Development (AI/ML, backend, distributed systems, infrastructure, frontend, full stack, etc.), Artificial Intelligence, Machine Learning, Data Science, NLP and Computer Vision.
- Engage with active and passive talent pools through various CRM tools while continuously improving candidate outreach through rigorous A/B testing
- Partner with hiring managers, executives and co-founders to define requirements, craft new roles, develop recruitment strategies and ensure stakeholder alignment
- Developed an efficient and thorough role kickoff process that builds trust and improves collaboration with hiring managers while ensuring an agile hiring process
- Led standardization of hiring process that is repeatable and scalable; streamlined interviews and debriefs and improved overall candidate experience
- Drove DEIB recruiting efforts that led to 40% increase in employee hires in underrepresented groups (URGs)
- Designed and developed internal Talent Acquisition analytics using Domo, Google Sheets and Greenhouse that provide real-time insights and visualizations for the Talent Team, Executive Team and Hiring Managers across the organization
- Built out new recruiting tech stack using Greenhouse (ATS), LinkedIn Recruiter, Gem (CRM), ModernLoop (scheduling), ContactOut (contact database) and other tools

BTI360 – Ashburn, VA
Lead Technical Recruiter

8/2014 to 11/2021

- Led Talent Acquisition for growing software development firm in the competitive government contracting space
- Scaled the talent acquisition segment from approximately 4 hires per year to 25+ teammates per year
- Developed and maintained deep candidate pipelines at the collegiate, professional, and strategic levels
- Built a recruiting operation focused on hiring candidates with a TS/SCI with Full Scope Polygraph security clearance and expertise in software development, data science, big data, DevOps, mobile development, technical delivery management, Agile coaching, and program management
- Led the hiring strategy of a highly sought-after college hire/internship program, which has given the company a key advantage in the marketplace
- Consistently researched, invested in, and retooled TA tech stack to improve hiring efficiency, increase the quantity of qualified candidates, and expand recruiting outreach
- Revamped existing processes and established corporate best practices for recruiting, interviewing, evaluating, and hiring
- Led the development and implementation of a DEIB hiring strategy that increased diversity headcount by over 400%
- Developed and monitored talent acquisition metrics for every stage of the recruiting funnel
- Built out new recruiting tech stack using Greenhouse (ATS), LinkedIn, SeekOut, Grayscale, Gem and other tools
- Managed EEO/OFCCP compliance across all requisitions and hiring efforts

Altamira Technologies – Tysons Corner, VA (formerly Near Infinity Corp)
Lead Technical Recruiter / Program Development Manager

10/2012 to 8/2014

- Led and managed Recruiting Team consisting of three recruiters and one coordinator
- Responsible for full lifecycle recruiting for all engineering positions, internal positions and IRAD efforts
- Recruited candidates with a TS/SCI with Full Scope Polygraph with expertise in web application development, Data Science, Big Data, mobile application development and other areas
- Managed employees on contract from a PMO perspective and was responsible for completing candidate submission documents for all internal and external candidates including corporate resumes, contract submission forms, etc.
- Monitored all current staffing needs on existing projects as well as open positions for new opportunities with desired technology stacks
- Led successful migration from two existing applicant tracking systems to Taleo
- Maintained a strong candidate pipeline through regular communication and outreach, resulting in numerous hires

Berico Technologies – Reston, VA
Technical Recruiter

3/2011 to 10/2012

- Performed full lifecycle recruiting and served as primary recruiter for software development programs
- Recruited candidates with security clearances ranging from Secret to TS/SCI with Full Scope Polygraph with expertise in Software Development, Systems Engineering, Data Science, Natural Language Processing, Machine Learning, Big Data, Statistics, Automated Testing, UI/UX, Network Administration and Intelligence Analysis
- Maintained deep candidate pipelines through regular communication and outreach, resulting in numerous hires
- Supported company's business development by recruiting key personnel with high clearances and unique skill sets

EDUCATION

B.A., English – Minors in Political Science & History
Augustana College - Rock Island, IL

Legal Services

Overview

The Town of Berryville was represented by Robert T. Mitchell, Esq. for over two decades. Mr. Mitchell retired in February of this year.

Since February 2025, the Town has utilized the services of Michelle Jones, Esq. for legal representation. Mrs. Jones' practice has changed and with the exception of conducting Town prosecutions, she will not be able to commit to represent the town in a manner that meets her high standards.

The Town Council met in closed session on September 24, 2025 to discuss this matter and interview a representative of a firm of interest.

Recommendation

Authorize the town manger to finalize a representation agreement with law firm.

Sample Motion

I move that the Council of the Town of Berryville, in accordance with §5.1 of the Town of Berryville Charter, authorizes the town manager to finalize an agreement with _____ to provide legal representation for the Town.

Item Title

Shentel Glo Fiber asks Berryville to relax repair standards for asphalt

Prepared By

Jean Petti

Background/History/General Information

In November 2024, Berryville Town Council approved a franchise agreement with Shenandoah Cable Television (SHENTEL) for the expansion of Glo Fiber service. As a part of the approved franchise agreement, SHENTEL agreed to abide by the Town’s standards of work within public rights-of-way. Additionally, SHENTEL’s construction permits expressly required adherence to Town standards for asphalt restoration.

Findings/Current Activity

Construction activities began July 2025 and have paused to resolve a request from SHENTEL for relaxation of the Town’s asphalt restoration standards. Berryville currently holds to the VDOT standard. SHENTEL requests that the Town apply either the VDOT standard for parallel cuts, or a modified standard developed by the county of Frederick, Maryland. This amendment would require a public hearing to amend Berryville’s *Construction Standards Manual and Specifications*.

Attachments

1. VDOT Open-Cut Pavement Restoration Requirements
2. Draft of revision to *Construction Standards Manual and Specifications*.
3. Diagram of requested modified asphalt restoration standard

Recommendation

If the Council determines that a public hearing should be set and unless the Council concludes otherwise, the hearing notice should state that “the request that will be reviewed would establish new paving restoration standards for test pits excavated over utilities during boring operations”.

Draft Motion

I move that the Council of the Town of Berryville set a public hearing on 12 November 2025 at 7:00 p.m. or as soon thereafter as the matter may be heard to consider a proposal to amend the *Town of Berryville Constructions Standards Manual and Specifications* to establish standards for asphalt pavement restoration for open cut utility cuts made when test pits are excavated in streets.

Section 10

Work on Highways and Streets

Work on State Maintained Roadways

I. General

- A. The Virginia Department of Transportation (VDOT) maintains primary roadways (Business Route 7 and US 340) within the Town of Berryville Corporate Limits.
- B. The Contractor shall assume all responsibility for fulfilling any and all requirements specified herein and under the permit(s) obtained from the VDOT for work to be performed on state highways.
- C. All applicable provisions as established by the “Land Use Permit Manual, Commonwealth of Virginia - Department of Highways and Transportation, Richmond, Virginia; 1983,” and subsequent revisions thereto, shall apply to this work, including provisions for revocation of permit.
- D. All work done under this permit within the road right-of-way shall, in all respects including location, alignment, elevation and grade; manner of performing the work; highway crossings; restoration and conditions; etc., be subject to VDOT direction and shall be done to the satisfaction of the Department.

Work on Town Maintained Roadways

II. General

- A. The Town of Berryville maintains public secondary streets within the Corporate Limits. Proposed secondary streets located within **approved annexation areas** ~~Annexation Areas B~~ will also comply with regulations established by these standards and specifications once development occurs.
- B. The Contractor shall assume all responsibility for fulfilling any and all requirements specified herein and under the permit(s) obtained from the Town of Berryville for work to be performed on Town street rights-of-way.
- C. All applicable provisions as established by the “Land Use Permit Manual, Commonwealth of Virginia - Department of Highways and Transportation, Richmond, Virginia; 1983,” and subsequent revisions thereto, shall apply to this work **unless otherwise herein provided**, including provisions for revocation of permit.
- D. All work done under this permit within the street right-of-way shall, in all respects including location, alignment, elevation and grade; manner of performing the

work; highway crossings; restoration and conditions; installation of street name signs; etc., be subject to Town of Berryville Department of Public Works direction and shall be done to the satisfaction of the Department.

- E. “Test pits”, excavated to allow visual inspection of utility crossings, may be eligible for variation from VDOT “Land Use Permit Manual, Commonwealth of Virginia- Department of Highways and Transportation, Richmond, Virginia; 1983” and subsequent revisions thereto, on a case-by-case basis at the discretion of the Director of Public Works with the approval of the Town Manager. All such test pit restoration shall meet the standard herein, Figure 35.
1. No relaxation of asphalt restoration standards may be made on the following streets:
 - a. Church Street between Liberty and South Buckmarsh Streets
 - b. Fairfax Street
 - c. First Street between Fairfax and Main Streets
 - d. Hermitage Boulevard
 - e. Jack Enders Boulevard
 - f. Jackson Drive
 - g. Liberty Street
 - h. Mosby Boulevard
 2. No relaxation of asphalt restoration standards will be granted on streets that have been paved less than sixty (60) months prior to the request.
 3. The test pit restoration standard may be applied if:
 - a. The street in question is not included in *Sec. 10 Work on Highways and Streets, II- General, E, 1* or *Sec. 10 Work on Highways and Streets, II- General, E, 2*, and
 - b. Application for “Test Pit Restoration” is approved in writing by the Director of Public Works (Director) prior to test pit excavation, and
 - c. The Director determines that the test pit is not in the typical wheel path on the street and will not be detrimental to the Town’s interest, and
 - d. The applicant provides a sixty (60) month warranty on workmanship and materials. The Director may require a bond be provided to the Town to provide surety for the sixty (60) month warranty.

III. Street Name Sign Specifications

A. Panel / Plaque Standards

- a. Street name signs will conform with guidelines established by the Manual of Uniform Traffic Control Devices (MUTCD) and associated manuals or papers referenced within the MUTCD. These documents will be reviewed on a routine basis to ensure this standard and specifications are aligned.
- b. The standard street name sign shall be the MUTCD D3-1 series with a green background, rounded corners with a white border and lettering. The shade of green for the background shall be reflective 3M green or an approved equivalent. The private street name sign shall be the MUTCD D3-1 series with a brown background, rounded corners with a white border and lettering. The shade of brown for the background shall be reflective 3M 3430EGP3430 brown or an approved equivalent.
- c. All signs will be constructed from flat aluminum sheet material with a thickness of 0.80” and will comply with retroreflective standards established in the MUTCD (sec. 2A.07).
- d. The standard post mounted street name sign shall measure 6” vertically. Street name signs mounted overhead shall measure 24” vertically.
- e. The reflectivity requirements for these signs shall be ASTM D4956 Type XI in accordance with section 701 of the Virginia Department of Transportation *2016 Road and Bridge Supplemental Specifications* (updated March 2019).

B. Lettering

- a. Signs shall be lettering utilizing Series D 2000 as illustrated in the Standard Alphabets for Traffic Control Devices as published by the Federal Highway Administration (2000).
- b. For the standard post mounted sign, uppercase letters will be 4” in height with lower case letters being 3” in height. Overhead mounted signs will utilize uppercase letters 12” in height and lower case letters 9” in height.
- c. Street name lettering will begin with an uppercase letter followed by lower case.
- d. All directional prefixes will be a single uppercase letter. As an example, East Main Street would be designated as E Main St.

- e. All roadway suffix designations will be standard abbreviations with the first letter capitalized followed by lower case letters.
- f. Letter spacing requirements will follow the Series D 2000 Standard Alphabets Spacing Chart (Standard Alphabets for Traffic Control Devices).

C. Mounting

- a. Post mounted signs shall utilize a 2” square sign post made of 14 gauge aluminum with a FHWA approved breakaway support system conforming to American Association of State Highway and Transportation Officials (ASSHTO) standards and specifications for highway signs. The sign post for street name signs shall be gray in color.
- b. Overhead mounted signs shall comply with standards established by ASSHTO in Specifications for Structural Supports of Highway Signs, Luminaries, and Traffic Signals.
- c. For signs located in areas where pedestrian movements are likely to occur or where on-street parking is permitted, the height of the lowest portion of the sign panel to the finished surface shall have a minimum clearance of 7’ and maximum clearance of 8’. The Director of Public Works may approve a modification to the maximum clearance height if conditions exist to necessitate a deviation.
- d. Unless otherwise approved by the engineer, the lateral clearance to the sign shall be a minimum of 2” from the face of curb or 4’ from face of barrier if present.
- e. Post mounted signs will be attached to the top of the post using a 5.6” sign slot bracket, 5.6” sign T slot bracket and set screws. Additional information concerning the hardware specifications can be found in the Materials Specifications section of this document.

IV. Other Street Sign Specifications

A. Plaques

- a. All other required highway signs will follow the standards and requirements established within the MUTCD.

B. Mounting

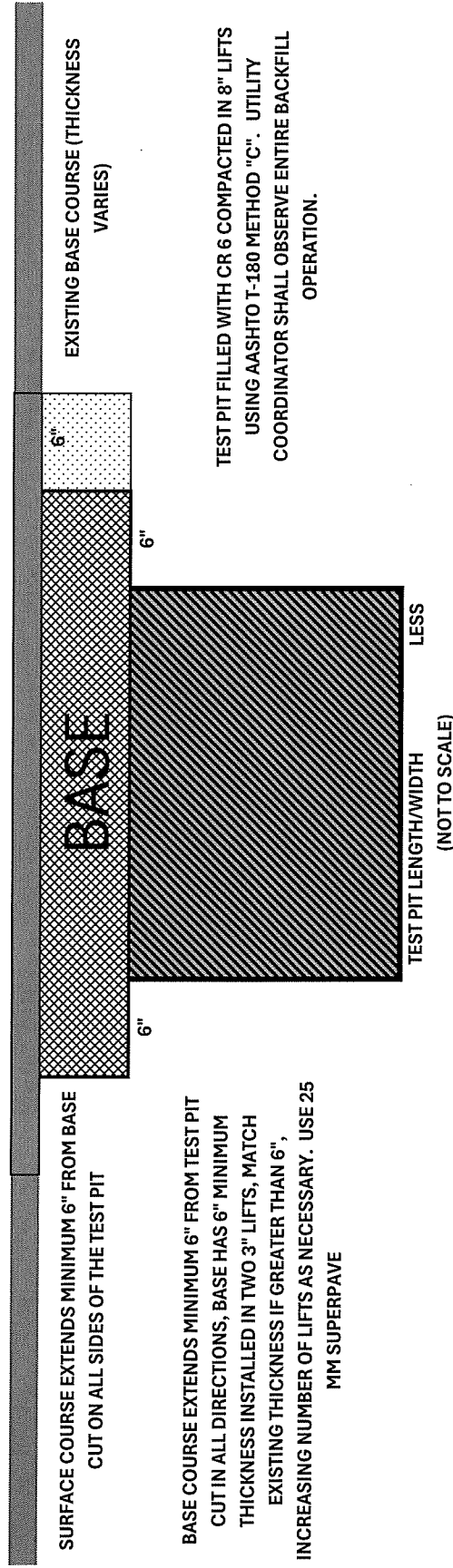
- a. Mounting materials shall be the same as defined in sec. 10 III C, with the following exceptions:

- i. Enforcement and warning signs will utilize a post yellow in color.
 - ii. Stop signs will utilize the yellow post and additional red retroreflective tape attached to the post in accordance with section 2A.21(04) of the MUTCD.
- b. Overhead mounted signs shall comply with standards established by ASSHTO in Specifications for Structural Supports of Highway Signs, Luminaries, and Traffic Signals.
 - c. For signs located in areas where pedestrian movements are likely to occur or on street parking is permitted, the height of the lowest portion of the sign panel to the finished surface shall have a minimum clearance of 7' and maximum clearance of 8'. The Director of Public Works may approve a modification to the maximum clearance height if conditions exist to necessitate a deviation.
 - d. Unless otherwise approved by the engineer, the lateral clearance to the sign shall be a minimum of 2" from the face of curb or 4' from face of barrier if present.
 - e. No post will extend vertically over the posted sign or plaque greater than 6". All square posts will be capped with a pyramid style rain cap in a color matching the post.

TEST PIT BACKFILL/PAVEMENT REPAIR DETAIL BITUMINOUS CONCRETE ROADWAYS

MINIMUM 2 LIFTS OF 1.5" SURFACE COURSE 12.5 MM SUPERPAVE

EXISTING ROAD SURFACE (THICKNESS VARIES)



SURFACE COURSE EXTENDS MINIMUM 6" FROM BASE CUT ON ALL SIDES OF THE TEST PIT

BASE COURSE EXTENDS MINIMUM 6" FROM TEST PIT CUT IN ALL DIRECTIONS, BASE HAS 6" MINIMUM THICKNESS INSTALLED IN TWO 3" LIFTS, MATCH EXISTING THICKNESS IF GREATER THAN 6", INCREASING NUMBER OF LIFTS AS NECESSARY. USE 25 MM SUPERPAVE

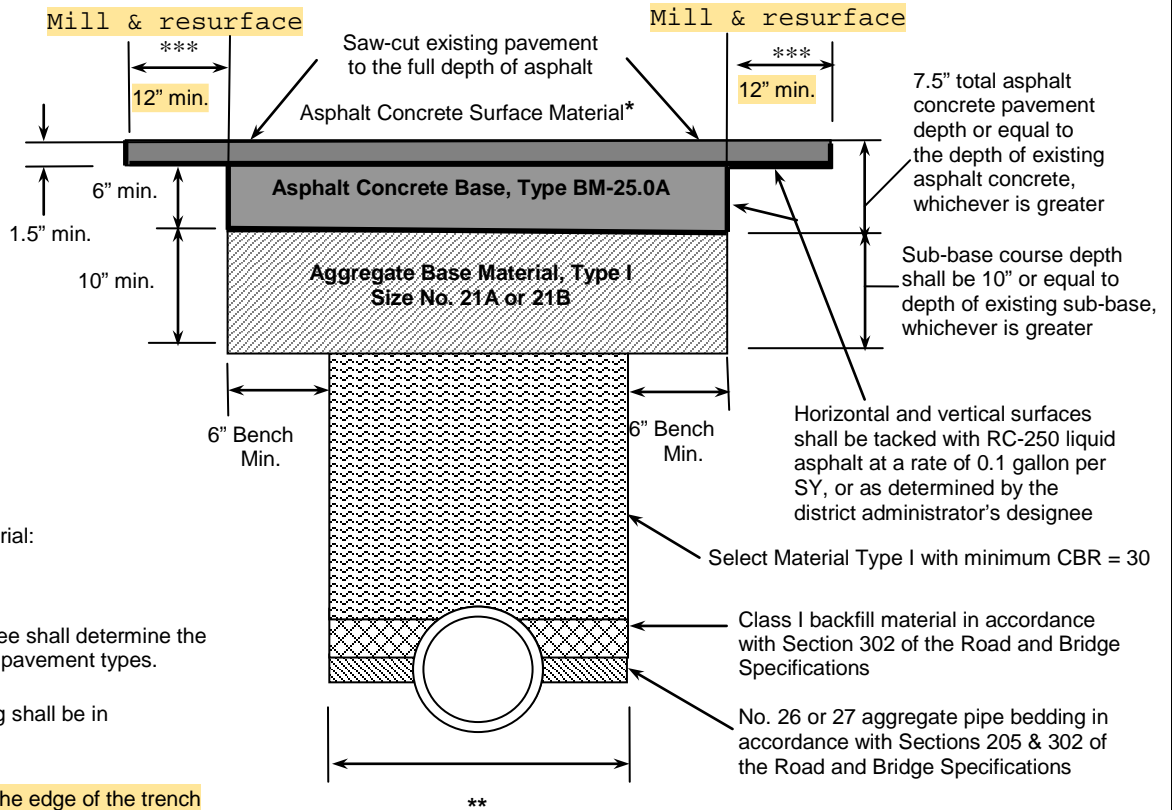
TEST PIT FILLED WITH CR 6 COMPACTED IN 8" LIFTS USING AASHTO T-180 METHOD "C". UTILITY COORDINATOR SHALL OBSERVE ENTIRE BACKFILL OPERATION.

1. THE CONTRACTOR IS REQUIRED TO APPLY FOR AND OBTAIN A "CONSTRUCTION/UTILITY WORK IN COUNTY RIGHT-OF-WAY" PERMIT PRIOR TO
2. SUB-BASE TEST PIT BACKFILL SHALL BE CR 6, INSTALLED IN 8" LIFTS, AND COMPACTED. NO REPAIR WILL BE ACCEPTED UNLESS TEST PIT
3. ASPHALT BASE COURSE TO EXTEND AT LEAST 6" BEYOND TEST PIT CUT ON ALL SIDES. MINIMUM REPAIR THICKNESS IS 6". REPAIR WILL
4. SURFACE ASPHALT COURSE TO EXTEND AT LEAST 6" BEYOND BASE COURSE ON ALL SIDES. MINIMUM REPAIR THICKNESS IS 3". REPAIR WILL
5. BASE COURSE AND SURFACE COURSE LAYER REPAIR TO BE DONE IN SAME DAY.
6. EXISTING PAVEMENT EDGES TO BE SAW CUT.
7. ALL VERTICAL EDGES OF THE ASPHALT REPAIR AREA SHALL BE TACKED BEFORE PLACEMENT OF THE SURFACE COURSE.
8. IF TEST PIT IS LESS THAN 24" FROM EDGE OF PAVEMENT OR CENTER SEAM, THEN ASPHALT REPAIR MUST EXTEND TO EDGE OF PAVEMENT OR
9. ENSURE THAT ALL TRENCH BACKFILL, ETC. IS SPECIFIED TO COMPLY WITH THE CONDITIONS OF THIS PERMIT.
10. REFER TO "PAVEMENT RESTORATION SPECIFICATIONS & DETAILS" FOR MORE DETAILS.
11. COMPACTION SHALL BE 92% OF MAXIMUM DENSITY BASED UPON AASHTO T-180 Method "C" EXCEPT FOR THE TOP ONE FOOT (1') OF THE
12. IF TEST PIT IS GREATER THAN 36" LONG OR WIDE USE MANHOLES, WATER METERS & OTHER APPURTENANCES DETAIL #4.

**LAND USE PERMIT
LUP-OC**

Open-Cut Pavement Restoration Requirements

Asphalt Pavement Restoration Detail for Open Cut Utility Installations



NOTES:

* Asphalt Concrete Surface Material:
SM-9.5A for ADT < 10,000
SM-9.5D for ADT > 10,000

The district administrator's designee shall determine the restoration requirements for other pavement types.

** Trench width and pipe bedding shall be in accordance with VDOT Std. PB-1

*** 12 inches minimum beyond the edge of the trench on longitudinal open cuts, or 25 feet minimum beyond the trench centerline on perpendicular open cuts, or as determined by the district administrator's designee.

Date: August 27, 2014

Report of the Department of Public Works

October 14, 2025

General Information

Paving

The asphalt contractor continues with the paving of the Town's roadways and parking areas. Please refer to the Town website for paving schedule. This schedule is subject to change due to weather conditions and equipment failures.

Water

We provided assistance to staff at the Water Plant with the installation of a Monroe Vertical clarifier.

Sewer

We experienced two pump station failures last month. The failures occurred at the Boom Road Pump Station and were due to debris entering the pump. Pumps were cleaned and put back into service.

Public works also assisted with the cleaning of the membranes at the WWTP.

Training

The department is completing VDOT flagger training.

Parks

We patrol Rose Hill Park daily to keep the it clean and in good repair.

Public Utilities Department Report

14th October 2025

Item Title: Department Updates

Prepared By: Frank Kelsey

Water Treatment Plant Activity

All water quality results are available at <https://vadwv.gecsws.com/>

A pilot test of a Monroe Vertical Clarifier is underway. Thanks to members of Public Works for assistance in site preparation and assembly.

The Water Treatment Plant is running well and in accordance with state regulations. The Town is on schedule and in compliance with VDH consent order's Corrective Action Plan.

Town staff and Engineers are working to finalize the Water Treatment Plant upgrade design.

Wastewater Treatment Plant Activity

Inboden continues to operate the facility with care and consideration, completing monthly preventative maintenance on equipment to ensure pumps and motors are operating efficiently.

Treatment membranes were lifted and cleaned as part of routine maintenance; thanks are due to members of Public Works for their assistance.



BERRYVILLE POLICE DEPARTMENT

101 Chalmers Ct., Suite A, Berryville VA 22611

(T) 540.955.3863 (F) 540.955.0207

policeadmin@berryvilleva.gov

Timothy J. Bristol – Interim Chief of Police

MEMO

DATE: 09/30/2025

TO: Town Council

FROM: Interim Chief T. J. Bristol

CC:

RE Police Department Monthly Report – 09/30/2025

Monthly Activity Report

The activity report for the month of September 2025 is attached to this report.

Public Safety Committee

The Public Safety Committee did not meet in September 2025.

Resignation from Department

Ariadna Olivares resigned from the Berryville Police Department on September 24th, 2025.



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Police and Security Report

Month/Year: September	Year To Date 2025	September 2025	August 2025
<u>Complaints Answered</u>			
911 Hang Up:	16	2	2
Alarms:	55	5	12
Animal Complaint:	64	9	8
Assault:	17	1	0
Assist County:	78	14	11
Assist EMS and Fire:	85	7	9
Auto Larceny:	1	0	0
Burglary:	2	0	0
Civil Complaints:	69	12	7
Disturbance:	24	3	2
Domestic Disturbance:	19	2	4
Driving Under the Influence	11	0	1
Drunk In Public:	8	2	3
Fraud:	35	1	5
Larceny:	30	4	3
Harassment/Intimidation:	27	2	7
Homicide:	0	0	0
Identity Theft	2	0	0
Juvenile Related:	16	5	2
Mental Health Crisis:	41	4	3
Narcotics Related:	4	0	0
Noise	12	4	1
Public Service:	44	3	5
Sexual Assault:	2	0	0
Robbery:	0	0	0
Shoplifting:	0	0	0
Suspicious Activity:	160	11	21
Trespassing:	22	1	3
Vandalism:	26	7	3
Welfare Check:	56	8	6
Miscellaneous Complaints:	514	52	61
Total Complaints Answered:	1440	159	179



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Police and Security Report (Continued)

	Year To Date	September	August
	2025	2025	2025
<u>Traffic</u>			
Accidents Investigated:	44	4	0
Assist Motorist:	0	0	0
Child Safety Seat Install:	7	0	2
Funeral Escort:	21	2	1
Hit & Run:	11	0	2
Parking Tickets:	81	26	0
Traffic Warnings:	235	11	20
<u>Traffic Summons Issued</u>			
Defective Equipment:	0	0	0
Driving Suspended:	2	0	0
Expired Inspection:	1	0	0
Expired Registration:	7	1	0
Fail to Obey Highway Sign:	71	15	0
Fail to Obey Traffic Signals:	1	0	0
Fail to Stop/Lights & Siren:	0	0	0
Fail to Yield Right of Way:	3	1	1
Hit and Run:	0	0	0
No Liability Insurance:	0	0	0
No Operator's License:	11	5	0
No Seat Belt:	0	0	0
Reckless Driving:	3	0	0
Speeding:	65	13	11
Miscellaneous Summons:	10	2	0
Total Traffic Summons Issued:	174	37	12
<u>Found Open at Businesses in Town</u>			
Doors:	4	0	1
Windows:	0	0	0
Garage Doors:	0	0	0



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Police and Security Report (Continued)

	Year To Date 2025	September 2025	August 2025
<u>Criminal Papers Served</u>			
Abduction:	0	0	0
Arson:	0	0	0
Assault and Battery:	6	0	2
Assault and Battery on Police Officer:	0	0	0
Auto Larceny:	0	0	0
Breaking and Entering:	1	0	0
Capias:	9	2	2
Disorderly Conduct:	0	0	0
Driving Under the Influence:	10	0	1
Drunk In Public:	12	3	5
Fail to Obey Police Officer:	0	0	0
Fail to Pay Parking Ticket:	0	0	0
Forgery:	0	0	0
Fraud:	0	0	0
Homicide:	0	0	0
Illegal Drugs/Paraphernalia:	8	1	0
Larceny:	5	1	0
Possess Alcohol Underage:	0	0	0
Protective Order Violations:	3	0	0
Rape:	0	0	0
Resisting Arrest:	1	1	0
Robbery:	0	0	0
Shoplifting:	6	6	0
Trespassing:	0	0	0
Vandalism:	2	0	0
Weapons Violation:	1	0	0
Miscellaneous Criminal Arrests:	33	2	3
Juvenile Detention Order Totals:	5	0	0
Total Criminal Arrests:	102	16	20



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Police and Security Report (Continued)

	Year To Date 2025	August 2025	September 2025
<u>Response to Resistance</u>			
Total Community Interface	1875	226	217
Total Enforcement Contacts	469	45	54
Physical Custody	33	9	6
Reported Force Involved	2	1	0
Administrative Review - Justified	2	1	0
Administrative Review - Not Justified	0	0	0
Complaint of Injury - Arrestee	0	0	0
Medical Treatment for Injury - Arrestee	0	0	0
Complaint of Injury - Officer	0	0	0
Medical Treatment for Injury - Officer	0	0	0
<u>Type of Force Involved</u>			
Compliance Hold / Open Hands	0	1	0
Takedown	2	0	0
Strikes (Hands / Knees)	0	0	0
Chemical Sprays (O.C.)	0	0	0
Impact Weapon (Baton)	0	0	0
Mechanical Non-Lethal	0	0	0
Firearm	0	0	0
<u>Arrestee Demographics</u>			
White Male	22	3	5
Black Male	2	1	0
Other Male	0	0	0
White Female	10	5	1
Black Female	3	0	0
Other Female	0	0	0

Town Council Agenda Item Report Summary

October 14, 2025

Item Title

Community Development Update

Prepared By

Terry Russell

Planning Commission

The Planning Commission has not met since the last Town Council meeting. Its next meeting is scheduled for Tuesday, October 28, 2025.

Berryville Area Development Authority

The BADA held a meeting on September 24, 2025. It continued its work on the update of the Berryville Area Plan. The BADA is scheduled to meet on November 19, 2025.

Architectural Review Board

The ARB met on October 1, 2025. The Board discussed the removal of a porch, the enclosure of a porch, and a sign. The Board asked for more information on each case. Its next meeting is scheduled for Wednesday, November 5, 2025.

Tree Board

The Tree Board met October 1, 2025. Its next meeting is scheduled for December 3, 2025

Board of Zoning Appeals

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

Wayfinding

The Wayfinding signs plan continues under review by VDOT staff.

Fairfax Street and Mosby Boulevard Sidewalk Improvement Projects

The Notice of Award to the selected contractor was issued on October 6, 2025. The next step is to execute the contract for construction. On October 7, 2025 Town staff met with Virginia Department of Transportation (VDOT) staff to begin coordination of the construction phase of these projects.

Administration and Finance Report

October 14, 2025

Item Title:

Report of the Administration and Finance Department

Prepared by:

Cynthia Poulin, Treasurer

Attachments:

1. ARPA Report
2. September Cash Balance

ARPA MASTER LIST

9/30/2025

	PROJECT NAME	BUDGET	SPENT TO DATE	BALANCE	%COMPLETE
1	Computers:Utility Clerk,PWs	\$ 2,437.90	\$ 2,437.90	\$ -	100% Admin
2	Police Radio Replacements	\$ 75,000.00	\$ 75,000.00	\$ -	100%
3	PW Compressor	\$ 23,629.85	\$ 23,629.85	\$ -	100% infra
4	Water Dist Sys Flushing Equip	\$ 7,500.00	\$ 9,844.38	\$ -	100% infra
5	Water Meter Reading Equip	\$ 12,458.03	\$ 12,458.03	\$ -	100% infrastr
6	Grants for Improper Con to Sewer Sys	\$ 4,500.00	\$ 4,500.00	\$ -	100% grant
7	W/s Admin Fees	\$ 175,260.82	\$ 175,260.82	\$ -	100%
8	Premium Pay for Employees	\$ 172,000.00	\$ 174,323.86	\$ -	100% premium pay
9	Grant John H Enders/Rescue Squad *	\$ 80,000.00	\$ 80,000.00	\$ -	100% grant
10	Grant to Barns of Rose Hill *	\$ 40,000.00	\$ 40,000.00	\$ -	100% grant
11	Grant for Façade Improvement	\$ 196,185.08	\$ 196,185.08	\$ -	100% grant
12	Website	\$ 5,845.29	\$ 5,845.29	\$ -	100% Admin
13	Leak Study	\$ 8,662.50	\$ 8,662.50	\$ -	100% infra
14	SSES Study	\$ 117,868.73	\$ 117,868.73	\$ -	100% infra
15	River Pumping Station Upgrade	\$ 25,000.00	\$ 28,538.55	\$ -	100% infra
16	Water Meter & Setter Replacements *	\$ 350,000.00	\$ 350,000.00	\$ -	95% infra
17	Hermitage Pump Station	\$ 26,000.00	\$ 26,000.00	\$ -	100% infra
18	Booster Building Upgrade	\$ 20,000.00	\$ 22,985.85	\$ -	100% infra
19	WWTP Headworks Lighting Upgrade	\$ 4,764.00	\$ 4,764.00	\$ -	100% infra
20	Ridge Road Water Main	\$ 25,939.04	\$ 25,939.04	\$ -	100% infra
21	Water, Sewer and Drainage Projects	\$ 2,228,476.76	\$ 2,228,476.76	\$ -	100% infra
22	Rockcroft Water Main Abandonment	\$ 10,000.00	\$ 10,550.96	\$ -	100% infra
23	Security Upgrades	\$ 125,000.00	\$ 100,995.91	\$ -	100% infra/admin70
24	Drainage Dorsey, Walnut, Treadwell	\$ 1,500.00	\$ 1,500.00	\$ -	100% infra
25	Bel Voi and Battletown Water Main Repl	\$ -	\$ 11,612.50	\$ -	100% infra
26	Wayfinding Signs	\$ 140,000.00	\$ 43,700.00	\$ 96,300.00	40%
27	Raw Water Intake Land-Easement Acquisition	\$ 13,672.50	\$ 13,672.50	\$ -	100% infra
28	Grant Housing (3 years)	\$ 40,000.00	\$ 40,000.00	\$ -	100%
29	Capital Projects	\$ 543,285.50	\$ 211,419.56	\$ 331,865.94	0%
	Administrative /Legal Fees	\$ 60,000.00	\$ 45,055.39	\$ 15,592.60	75% Admin
	Total Encumbered	\$ 4,534,986.00	\$ 4,091,227.46	\$ 443,758.54	
	Total ARPA	\$ 4,534,986.00			

* Project For (2) two years

Project Status Report

Date: 10/14/2025

Project Name:

Water Meter and Setter Replacements

Project Budget: \$350,000.00

Expected Completion Date: June 2023

Executive Summary:

Upgrade ¼ of the Town’s water Meters and setters.

Project Goals:

1. Improve capture of water use.
2. Improve back flow protection.
3. Reduce meter reading costs.

Project Status:

Status Item	Status	Summary
Budget \$350,000.00	Completed	Total Spend: \$350,000.00
Schedule/Timeline	On Track	% Complete: 95

Project Milestones:

Description	% Complete	Status
1. Order meters, setters, valves, plus other supplies	100%	Completed
2. Install meters / setters	90%	On Track

Project Issues or Concerns:

1. Multiyear project

Project Status Report

Date: 10/14/2025

Project Name:
Wayfinding Signs

Project Budget: \$190,000.00

From ARPA: \$140,000.00

From Town: \$50,000.00

Expected Completion Date: December 2023

Executive Summary:

Design, construct, and install entrance and wayfinding signs.

Project Goals:

1. To improve business environment in downtown business district.

Project Status:

Status Item	Status	Summary
Budget 190,000.00	On Track	Total Spend: \$43,700.00
Schedule/Timeline	On Track	Complete: 40%

Project Milestones:

Description	% Complete	Status
1. Design	50%	On Track
2. Determine Sign locations	50%	On Track
3. Secure VDOT approvals	95%	On Track
4. Develop offering for design and construction/award/have signs fabricated	0%	On Track
5. Secure contractor to install signs	0%	Not Started
6. Have signs installed	0%	Not Started
RFP ISSUED ON 6/30/2022 & COUNCIL AUTHORIZED THE TOWN MANAGER TO AWARD BID.		

Project Issues or Concerns:

Project Status Report

Date: 10/14/2025

Project Name: Capital Projects

Project Budget: \$543,285.50

Expected Completion Date:

Project List Under Consideration:

Bel Voi Water Main Replacement

Bar Screen at STP

North Crow Street Drainage

Rose Hill Park Bridge

Project Goals:

Project Status:

Status Item	Status	Summary
Budget \$543,285.50	On Track	Total Spend: \$211,419.56
Schedule/Timeline	On Track	% Complete: 50

Project Milestones:

Description	% Complete	Status
1. Construction plans	100%	Completed
2. Develop IFB	100%	Completed
3. Secure Easements	0%	Not Started
4. Issue offering/ review offering	100%	Completed
5. Select Contractor	100%	Completed
6. Complete project	0%	Not Started

Project Issues or Concerns:

Cash Balance Report

Period Ending 9/30/2025

Town of Berryville

10/2/2025 1:43 PM

Page 1/1

	Bank Information	Balance
1	Bank of Clarke Operating Acct#- 1138499	-\$28,777.69
2	Bank of Clarke NOW Acct#- 1138502	\$9,648,709.63
3	Bank of Clarke Payroll Acct#- 1138510	\$58,738.85
4	Bank of Clarke CIP Acct#- 1138405	\$15,966,157.78
5	Bank of Clarke SW Acct#- 1138413	\$491,773.17
6	Bank of Clarke PDAF Acct#- 1138421	\$25,518.96
7	Bank of Clarke DSR Acct#- 1138456	\$113,087.40
9	Bank of Clarke RAU Acct#- 1138472	\$951.93
10	Bank of Clarke VRA Reserve Acct#- 6041647	\$470,000.00
11	Bank of Clarke Proffer Reserve Acct#- 1897098	\$90,432.24
12	Bank of Clarke Performance Bonds Acct#- 1910841	\$11,327.09
13	TRUIST Acct#- 5137523525	\$568,663.68
14	Bank of Clarke PD Contributions Acct#- 5759859	\$9,913.82

Total Cash Balance:	\$27,426,496.86
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Check Listing

Date From: 9/1/2025 Date To: 9/30/2025
Vendor Range: 1-800 FLOWERS - Zuleger, David E. & Joanne C.

Town of Berryville
10/01/2025 10:14 AM

Page: 1 of 3

Check Number	Bank	Vendor	Date	Amount
10055	1	BELL JR, MICHAEL EUGENE	09/04/2025	<u>\$40.00</u>
10056	1	CARTER RODNEY S 3573	09/04/2025	<u>\$25.00</u>
10057	1	COMBS WASTEWATER MANAGEMENT LLC	09/04/2025	<u>\$75.00</u>
10058	1	CORE & MAIN LP	09/04/2025	<u>\$5,100.00</u>
10059	1	E.A.S. WINCHESTER, PLLC	09/04/2025	<u>\$925.00</u>
10060	1	Fuog/Interbuild, Inc.	09/04/2025	<u>\$182,130.52</u>
10061	1	Inframark	09/04/2025	<u>\$900.00</u>
10062	1	LIBBY, DANA	09/04/2025	<u>\$40.00</u>
10063	1	Malone, Gwen	09/04/2025	<u>\$40.00</u>
10064	1	MEGAN FABEN	09/04/2025	<u>\$163.86</u>
10065	1	MONROE ENVIRONMENTAL CORPORATION	09/04/2025	<u>\$10,000.00</u>
10066	1	PENNONI ASSOCIATES INC	09/04/2025	<u>\$10,360.00</u>
10067	1	Steinmetz, William	09/04/2025	<u>\$75.00</u>
10068	1	Thomas Randall Parker Jr.	09/04/2025	<u>\$40.00</u>
10069	1	Total Pest Services, Inc	09/04/2025	<u>\$247.00</u>
10070	1	Valley Automation	09/04/2025	<u>\$775.98</u>
10071	1	Virginia Rural Water Association	09/04/2025	<u>\$450.00</u>
10072	1	WILLIAM MITCHELL GILPIN	09/04/2025	<u>\$40.00</u>
10073	1	ANDERSON LAWN CARE, INC.	09/10/2025	<u>\$1,275.00</u>
10074	1	AUGUSTA ACTUATION LLC	09/10/2025	<u>\$2,900.00</u>
10075	1	Barns of Rose Hill	09/10/2025	<u>\$8,377.75</u>
10076	1	Commercial Press Inc	09/10/2025	<u>\$286.37</u>
10077	1	Criswell Ford of Woodstock	09/10/2025	<u>\$55,884.49</u>
10078	1	Dalton, Keith	09/10/2025	<u>\$75.00</u>
10079	1	DIVERSITY GRAPHIC SOLUTIONS LLC	09/10/2025	<u>\$885.00</u>
10080	1	DMV	09/10/2025	<u>\$65.00</u>
10081	1	ECONO SIGNS, LLC	09/10/2025	<u>\$402.17</u>
10082	1	Finley Asphalt	09/10/2025	<u>\$131,950.00</u>
10083	1	H2O Pipe Cleaning LLC	09/10/2025	<u>\$6,400.00</u>

Check Listing

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Vendor Range: 1-800 FLOWERS - Zuleger, David E. & Joanne C.

Town of Berryville
10/01/2025 10:14 AM

Page: 2 of 3

Check Number	Bank	Vendor	Date	Amount
10084	1	Hall Company, The	09/10/2025	<u>\$1,791.75</u>
10085	1	Northern Shenandoah Valley Regional Commission	09/10/2025	<u>\$717.30</u>
10086	1	PEACOCK STAR SERVICES	09/10/2025	<u>\$3,166.00</u>
10087	1	Petti, Jean	09/10/2025	<u>\$75.00</u>
10088	1	S & K Enterprises	09/10/2025	<u>\$1,000.00</u>
10089	1	Top of Virginia Regional Chamber	09/10/2025	<u>\$825.00</u>
10090	1	UBEO LLC	09/10/2025	<u>\$30.00</u>
10091	1	VIRASEC IT Support Services, Inc.	09/10/2025	<u>\$4,122.65</u>
10092	1	VLGMA	09/10/2025	<u>\$12.83</u>
10093	1	KEITH BROWER	09/17/2025	<u>\$163.86</u>
10094	1	KRISTINE SHERMAN	09/17/2025	<u>\$213.47</u>
10095	1	L & L CRANE SERVICES	09/17/2025	<u>\$7,057.50</u>
10096	1	LEE WARDEL HEWITT	09/17/2025	<u>\$190.35</u>
10097	1	Michelle M. Jones	09/17/2025	<u>\$920.00</u>
10098	1	POLICE AND SHERIFFS PRESS, THE	09/17/2025	<u>\$40.00</u>
10099	1	Southern Software, Inc.	09/17/2025	<u>\$6,527.00</u>
10100	1	THOMSON REUTERS	09/17/2025	<u>\$244.56</u>
10101	1	TIMOTHY DEAN	09/17/2025	<u>\$228.47</u>
10102	1	Treasurer of Frederick County	09/17/2025	<u>\$7,220.68</u>
10103	1	UBEO LLC	09/17/2025	<u>\$15.00</u>
10104	1	VALLEY REGIONAL ENTERPRISES, INC.	09/17/2025	<u>\$52.00</u>
10105	1	VUPS	09/17/2025	<u>\$62.40</u>
10106	1	Winchester Star, The	09/17/2025	<u>\$2,298.32</u>
10107	1	FRAZIER ASSOCIATES	09/24/2025	<u>\$840.00</u>
10108	1	HERCULES FENCE	09/24/2025	<u>\$500.00</u>
10109	1	Minnesota Life Insurance Co.	09/24/2025	<u>\$687.21</u>
10110	1	TOWN GUN SHOP INC	09/24/2025	<u>\$2,458.00</u>
10111	1	Treasurer of Clarke County	09/24/2025	<u>\$656.64</u>
10112	1	UBEO LLC	09/24/2025	<u>\$1,564.11</u>

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Vendor Range: 1-800 FLOWERS - Zuleger, David E. & Joanne C.

Town of Berryville
10/01/2025 10:14 AM

Page: 3 of 3

Check Number	Bank	Vendor	Date	Amount
10113	1	Valley Automation	09/24/2025	\$1,058.40
10114	1	VIRGINIA LAW ENFORCEMENT PROFESSIONAL STANDARDS CO	09/24/2025	\$100.00
60	Checks Totaling -			\$464,766.64

Totals By Fund

	Checks	Voids	Total
100	\$393,193.09		\$393,193.09
501	\$30,372.54		\$30,372.54
502	\$41,201.01		\$41,201.01
Totals:	\$464,766.64		\$464,766.64



Purchasing Card

BERRYVILLE TOWN OF
September 01, 2025 - September 30, 2025

Company Statement

Table with 3 columns: Account Information, Payment Information, and Account Summary. Includes details like Mail Billing Inquiries to, Payment Due Date (10/25/25), and Account Summary with Current Balance of \$92,848.17.

Important Messages

Please do not send payment. Your automatic payment is scheduled to be credited to this account on 10/24/25.

Global Card Access - your card information whenever, wherever and however you need it. From the dashboard, you can quickly check your credit limit, balance, available credit and recent card activity.

Cardholder Activity Summary

Table with 5 columns: Account Number, Credit Limit, Credits, Cash, Purchases and Other Debits, Total Activity.

8552784 9284817 9284817 4715291201837237

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

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

Account Number
September 01, 2025 - September 30, 2025

Total Payment Due \$92,848.17
Payment Due Date 10/25/25

Enter payment amount

Payment amount input field with dollar sign and grid.

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

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

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

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

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

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

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

Thank you for your business.

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

BERRYVILLE TOWN OF
 [REDACTED]
 September 01, 2025 - September 30, 2025
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Cardholder Activity Summary

Account Number Credit Limit	Credits	Cash	Purchases and Other Debits	Total Activity
AUMULLER, BRIAN [REDACTED]				
1,000	0.00	0.00	134.80	134.80
BOOR, RICK [REDACTED]				
15,000	0.00	0.00	5,811.85	5,811.85
BOOTH, KEVIN [REDACTED]				
1,000	0.00	0.00	871.28	871.28
BRISTOL, TIM [REDACTED]				
15,000	0.00	0.00	545.83	545.83
DALTON, KEITH [REDACTED]				
50,000	0.00	0.00	5,531.75	5,531.75
DORSEY, DANIEL [REDACTED]				
1,500	0.00	0.00	120.12	120.12
GRIFFITH, RICHARD A [REDACTED]				
1,500	0.00	0.00	298.00	298.00
JOHNSON, KAREN [REDACTED]				
1,000	0.00	0.00	523.94	523.94
KELSEY, BRANDEL [REDACTED]				
1,000	9.99	0.00	966.14	956.15
KELSEY, FRANK [REDACTED]				
50,000	0.00	0.00	25,009.33	25,009.33
MCCORMICK, HARRY [REDACTED]				
1,500	0.00	0.00	68.53	68.53
MILBURN, AUSTIN [REDACTED]				
1,500	0.00	0.00	107.88	107.88
PETTI, JEAN [REDACTED]				
15,000	0.00	0.00	4,449.87	4,449.87
POULIN, CYNTHIA [REDACTED]				
5,000	0.00	0.00	3,082.72	3,082.72
SHARP, BRIAN [REDACTED]				
1,500	0.00	0.00	226.69	226.69
SHEETZ, CULLEN [REDACTED]				
1,500	41.42	0.00	300.07	258.65
SHOREMOUNT, JOSEPH E [REDACTED]				
1,500	0.00	0.00	578.56	578.56
STOVER, KEITH [REDACTED]				
15,000	0.00	0.00	1,368.24	1,368.24
TYLER, LAURA A [REDACTED]				
50,000	0.00	0.00	42,903.98	42,903.98

Transactions

Posting Date	Transaction Date	Description	Reference Number	MCC	Charge	Credit
						Total Activity
						-\$85,527.84
09/23	09/23	AUTO PAYMENT DEDUCTION		0071		85,527.84

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Transactions						
Posting	Transaction		Reference Number	MCC	Charge	Credit
Date	Date	Description				
AUMULLER, BRIAN						Total Activity
Account Number: [REDACTED]						134.80
09/08	09/06	SP BLUE COLLAR MERCA	154-06622263 VA	24492165250100011110674	5691	118.97
09/25	09/24	GIANT MARTINS #6558	BERRYVILLE VA	24692165267103273727408	5411	15.83
BOOR, RICK						Total Activity
Account Number: [REDACTED]						5,811.85
09/01	08/29	BROY & SON PUMP SERVICE	540-9553928 VA	24073145241900013800011	1799	100.00
09/01	08/29	GRIFFITH/SMO	877-737-6992 NY	24137465241300896079872	4900	2,952.60
09/15	09/12	CLARKE COUNTY AUTOMOTIVE	BERRYVILLE VA	24247605255200210096241	7538	809.25
09/19	09/18	IN *HEAVY CONSTRUCTION	CO703-3927410 VA	24692165261101015109824	7299	1,950.00
BOOTH, KEVIN						Total Activity
Account Number: [REDACTED]						871.28
09/12	09/11	BERRYVILLE TRUE VALUE	BERRYVILLE VA	24801975255476148060211	5251	20.16
09/17	09/16	FISHER AUTO PARTS 009	BERRYVILLE VA	24431065260288862054895	5533	766.39
09/25	09/24	CUTTING EDGE SMALL ENGINE	WINCHESTER VA	24622755267300750143702	5999	84.73
BRISTOL, TIM						Total Activity
Account Number: [REDACTED]						545.83
09/05	09/04	FESTIVAL CLEANERS	BERRYVILLE VA	24022445247900016500097	7216	30.90
09/05	09/04	BERRYVILLE AUTO PARTS	BERRYVILLE VA	24431055248201805018693	5533	187.85
09/08	09/04	BERRYVILLE AUTO PARTS	BERRYVILLE VA	24431055248201881178510	5533	79.88
09/30	09/29	FESTIVAL CLEANERS	BERRYVILLE VA	24022445272900018600026	7216	247.20
DALTON, KEITH						Total Activity
Account Number: [REDACTED]						5,531.75
09/01	08/29	RAPPAHANNOCK ELECTRIC	EBILL.MYREC.CVA	24231685241747007585338	4900	5,531.75
DORSEY, DANIEL						Total Activity
Account Number: [REDACTED]						120.12
09/03	09/02	BERRYVILLE TRUE VALUE	BERRYVILLE VA	24801975246465636057930	5251	33.65
09/11	09/10	GIANT MARTINS #6558	BERRYVILLE VA	24692165253103735475105	5411	23.71
09/11	09/10	BERRYVILLE TRUE VALUE	BERRYVILLE VA	24801975254474937058257	5251	30.36
09/16	09/15	BERRYVILLE TRUE VALUE	BERRYVILLE VA	24801975259480797053747	5251	26.53
09/16	09/15	BERRYVILLE TRUE VALUE	BERRYVILLE VA	24801975259480797053846	5251	5.87
GRIFFITH, RICHARD A						Total Activity
Account Number: [REDACTED]						298.00
09/26	09/25	LOWES #02724*	Winchester VA	24692165268104304622104	5200	298.00
JOHNSON, KAREN						Total Activity
Account Number: [REDACTED]						523.94
09/02	09/01	Amazon web services	aws.amazon.coWA	24692165244105588059607	4816	0.68
09/08	09/06	STAPLS7911772467000001	877-8267755 NJ	24164075250105441337837	5111	42.49
09/15	09/12	STAPLS7664701828000001	877-8267755 NJ	24164075255105441312926	5111	265.21
09/26	09/25	STAPLS7665477522000001	877-8267755 NJ	24164075268105441317714	5111	215.56
KELSEY, BRANDEL						Total Activity
Account Number: [REDACTED]						956.15
09/08	09/05	USPS PO 5107560300	BERRYVILLE VA	24137465249001647036623	9402	390.00
09/11	09/10	AMAZON MKTPL*5W2MN3XW3	Amzn.com/billWA	24692165253103877980987	5942	23.46
09/12	09/11	AMAZON MKTPL*3V7CR1UU3	Amzn.com/billWA	24692165254104442090764	5942	11.69
09/18	09/18	AMAZON MKTPL*YY72Q0FK3	Amzn.com/billWA	24692165261100282592696	5942	12.44
09/22	09/19	VISTAPRINT	866-207-4955 MA	24036295262714639478158	2741	252.70
09/26	09/24	HOMEDEPOT.COM	800-430-3376 GA	24943015268010182422554	5200	275.85
09/29	09/28	AMAZON MKTPLACE PMTS	Amzn.com/billWA	74692165271107321305363	5942	9.99
KELSEY, FRANK						Total Activity
Account Number: [REDACTED]						25,009.33
09/01	08/29	TFS*FISHERSCI ECOM CHI	800-766-7000 IL	24692165241102499440656	5047	624.07
09/01	08/29	SOLENBERGER'S HME & HDWR	WINCHESTER VA	24431065242276839618218	5251	109.99
09/03	09/02	HACH COMPANY	970-663-1377 CO	24116415245716060220503	5169	164.00
09/03	09/02	SOLENBERGER'S HME & HDWR	WINCHESTER VA	24431065246279439194644	5251	330.12
09/04	09/03	COYNE CHEMICAL	215-785-3000 PA	24435655246114255086455	5169	2,228.00
09/04	09/03	COYNE CHEMICAL	215-785-3000 PA	24435655246114255086463	5169	2,598.60
09/04	09/03	COYNE CHEMICAL	215-785-3000 PA	24435655246114255086471	5169	1,145.60
09/04	09/03	BERRYVILLE TRUE VALUE	BERRYVILLE VA	24801975247466784057531	5251	2.31
09/08	09/05	HACH COMPANY	970-663-1377 CO	24116415248714513357755	5169	439.90
09/09	09/08	COYNE CHEMICAL	215-785-3000 PA	24435655251115744079037	5169	2,445.60
09/09	09/08	COYNE CHEMICAL	215-785-3000 PA	24435655251115744079045	5169	1,082.40
09/10	09/10	AMAZON MKTPL*YC30Y9OM3	Amzn.com/billWA	24692165253103184078483	5942	13.59
09/11	09/11	USABlueBook	Atlanta GA	24793385254000867365099	5085	417.37
09/11	09/10	GRAINGER	800-4724643 IL	24755425254732544102327	5085	628.77
09/11	09/10	BERRYVILLE TRUE VALUE	BERRYVILLE VA	24801975254474937058026	5251	167.99
09/15	09/12	AMAZON MKTPL*EE4M8L63	Amzn.com/billWA	24692165255105493411030	5942	158.38

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Date	Date	Description	Reference Number	MCC	Charge	Credit
09/15	09/13	AMAZON MKTPL*9J66B89V3 Amzn.com/billWA	24692165256106587438730	5942	64.63	
09/16	09/15	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975259480797054034	5251	9.26	
09/19	09/18	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975262484375059998	5251	56.32	
09/24	09/23	COYNE CHEMICAL 215-785-3000 PA	24435655266120279071550	5169	7,636.06	
09/25	09/24	SOLENBERGER'S HME & HDWR WINCHESTER VA	24431065268294484148232	5251	2,188.19	
09/26	09/25	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975269492621062263	5251	19.68	
09/29	09/28	Amazon.com*NJ5U55IG0 Amzn.com/billWA	24692165271106647569566	5942	14.97	
09/29	09/28	AMAZON MKTPL*4H06F4LM3 Amzn.com/billWA	24692165271107207246108	5942	149.06	
09/30	09/29	Amazon.com*NJ8MN11N1 Amzn.com/billWA	24692165272107623032289	5942	82.44	
09/30	09/29	GIANT MARTINS #6558 BERRYVILLE VA	24692165272107924670555	5411	4.03	
09/30	09/29	COYNE CHEMICAL 215-785-3000 PA	24435655272122067080100	5169	2,228.00	
MCCORMICK, HARRY						Total Activity
Account Number: [REDACTED]						68.53
09/05	09/04	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975248467969058467	5251	9.30	
09/26	09/25	GIANT MARTINS #6558 BERRYVILLE VA	24692165268104166942707	5411	59.23	
MILBURN, AUSTIN						Total Activity
Account Number: [REDACTED]						107.88
09/18	09/17	FISHER AUTO PARTS 009 BERRYVILLE VA	24431065261289563048813	5533	14.77	
09/19	09/18	FISHER AUTO PARTS 009 BERRYVILLE VA	24431065262290260053261	5533	93.11	
PETTI, JEAN						Total Activity
Account Number: [REDACTED]						4,449.87
09/03	09/02	Indeed US125-04901138 800-4625842 TX	24793385245000516490027	7311	72.51	
09/08	09/05	PRYOR LEARNING WWW.PRYOR.COMKS	24000775248100041831188	8299	156.90	
09/08	09/08	AMAZON MKTPL*6X0494483 Amzn.com/billWA	24692165251101328260456	5942	508.56	
09/09	09/08	IN *CONSOLIDATED ELECTRIC540-6625994 VA	24692165251102076422983	1731	3,363.00	
09/15	09/12	HOBBY-LOBBY #479 WINCHESTER VA	24137465256200305213207	5945	178.89	
09/16	09/15	AMAZON MKTPL*VA7E99AT3 Amzn.com/billWA	24692165258108046501650	5942	159.98	
09/26	09/25	EXXON RED APPLE BERRYVILLBERRYVILLE VA	24003225268016366568007	5542	10.03	
POULIN, CYNTHIA						Total Activity
Account Number: [REDACTED]						3,082.72
09/01	08/28	VA DMV ONLINE BILLING PAY804-4977100 VA	24755425241732411248480	9399	725.00	
09/16	09/15	IN *TRUESHRED 888-7508783 VA	24692165258108331984397	7399	64.50	
09/16	09/15	JORDAN SPRINGS MARKET STEPHENSON VA	24755425258262586429046	5812	630.00	
09/19	09/18	MARTINS 6102 CHARLES TOWN WV	24692165262101225225849	5411	632.19	
09/22	09/19	MARTINS 6102 CHARLES TOWN WV	24692165262101640498237	5411	37.99	
09/23	09/23	MSFT * E0100XJ2IU MICROSOFT.COMWA	24011345266100018000508	5045	6.00	
09/23	09/23	MSFT * E0100XJ2IV MICROSOFT.COMWA	24011345266100018055403	5045	122.52	
09/23	09/23	MSFT * E0100XJ9PR MICROSOFT.COMWA	24011345266100018042609	5045	189.52	
09/25	09/24	VA DMV ONLINE BILLING PAY804-4977100 VA	24755425268132689357477	9399	675.00	
SHARP, BRIAN						Total Activity
Account Number: [REDACTED]						226.69
09/01	08/29	FISHER AUTO PARTS 009 BERRYVILLE VA	24431065242276684058833	5533	59.25	
09/05	09/04	FISHER AUTO PARTS 009 BERRYVILLE VA	24431065248280662054867	5533	29.49	
09/10	09/09	FISHER AUTO PARTS 009 BERRYVILLE VA	24431065253284051047468	5533	137.95	
SHEETZ, CULLEN						Total Activity
Account Number: [REDACTED]						258.65
09/10	09/09	GIANT MARTINS #6558 BERRYVILLE VA	24692165252102891712286	5411	20.16	
09/11	09/10	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975254474937058018	5251	97.95	
09/12	09/11	LOWES #02724* Winchester VA	24692165254104545112531	5200	51.51	
09/12	09/11	LOWES #02724* Winchester VA	24692165254104545112812	5200	41.42	
09/12	09/11	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975255476148059825	5251	15.66	
09/12	09/11	LOWES #02724* Winchester VA	74692165254104545113237	5200		41.42
09/19	09/18	GIANT MARTINS #6558 BERRYVILLE VA	24692165261100958041317	5411	73.37	
SHOREMOUNT, JOSEPH E						Total Activity
Account Number: [REDACTED]						578.56
09/08	09/05	DELTA HOTELS VIRGINIA VIRGINIA BEACVA Arrival: 09/02/25	24692165249109802442396	3509	551.85	
09/23	09/22	SP QUALITY LOCK 154-09313604 VA	24000775266100012041806	7399	26.71	
STOVER, KEITH						Total Activity
Account Number: [REDACTED]						1,368.24
09/17	09/16	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975260482007054256	5251	61.09	
09/23	09/22	LOWES #02724* Winchester VA	24692165265101571202936	5200	687.14	
09/23	09/22	SHADE EQUIPMENT CO-WINCHEWINCHESTER VA	24412905265027013385930	5599	28.79	
09/30	09/29	CLARKE COUNTY AUTOMOTIVE BERRYVILLE VA	24247605272200180153526	7538	591.22	
TYLER, LAURA A						Total Activity
Account Number: [REDACTED]						42,903.98
09/01	08/28	VIRGINIA STATE POLICE 804-2785305 VA	24755425241122416245154	9399	15.00	
09/01	08/30	COMCAST / XFINITY 800-266-2278 MD	24692165242103225740640	4899	126.07	

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Transactions

Posting Transaction

<i>Date</i>	<i>Date</i>	<i>Description</i>	<i>Reference Number</i>	<i>MCC</i>	<i>Charge</i>	<i>Credit</i>
09/15	09/12	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941665255205798013537	4900	5,972.45	
09/15	09/12	USPS PO 5107560300 BERRYVILLE VA	24137465256001475394805	9402	624.00	
09/22	09/19	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941665262209392233351	4900	34,352.75	
09/23	09/23	COMCAST / XFINITY 800-266-2278 MD	24692165266102033785749	4899	167.74	
09/24	09/23	VERIZONWRLSS*RTCCR VB 800-922-0204 FL	24692165266102069311089	4814	1,017.11	
09/24	09/23	VERIZON BILL PAYMENT 800-VERIZON FL	24692165266102084632352	4814	218.29	
09/24	09/23	VERIZON BILL PAYMENT 800-VERIZON FL	24692165266102084632360	4814	410.57	

Finance Charge Calculation

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

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

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

**Budget Summary
As of 9/30/2025**

	Budget	YTD	Variance	%
100 GF				
Revenue	\$ 6,068,167	\$ 882,369	\$ (5,185,798)	15%
Expense	\$ 6,068,167	\$ 1,501,398	\$ (4,566,769)	25%
501 WF				
Revenue	\$ 7,155,250	\$ 467,353	\$ (6,687,897)	7%
Expense	\$ 7,155,250	\$ 348,332	\$ (6,806,918)	5%
502 SF				
Revenue	\$ 3,130,180	\$ 550,057	\$ (2,580,123)	18%
Expense	\$ 3,130,180	\$ 604,710	\$ (2,525,470)	19%
REVENUES				
NONE	\$ -	\$ -	\$ -	0%
EXPENSES				
Line item variance explanation (greater than 100% AND \$10,000):				
NONE	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	

Fund Or Attrib	Type	Disp Acct	Budget	YTD	Variance	Prcnt
Fund Or Attrib: 100 General Fund						
Type: Revenues						
100 Ge	Revenues	100-3000000-0000 FUND BALANCE FORWARD	\$635,000.00	\$0.00	(\$635,000.00)	0.00%
100 Ge	Revenues	100-3110101-0000 CURRENT REAL ESTATE TAXES	\$1,365,000.00	(\$487.21)	(\$1,365,487.21)	-0.04%
100 Ge	Revenues	100-3110201-0000 UTILITY REAL ESTATE TAXES	\$11,500.00	\$0.00	(\$11,500.00)	0.00%
100 Ge	Revenues	100-3110301-0000 CURRENT PERS PROP TAXES	\$650,000.00	(\$4,238.99)	(\$654,238.99)	-0.65%
100 Ge	Revenues	100-3110303-0000 Refuse Collection Fees	\$14,000.00	\$3,940.30	(\$10,059.70)	28.15%
100 Ge	Revenues	100-3110401-0000 MACHINERY & TOOLS	\$240,000.00	\$0.00	(\$240,000.00)	0.00%
100 Ge	Revenues	100-3110601-0000 TAX PENALTIES	\$8,000.00	\$1,340.47	(\$6,659.53)	16.76%
100 Ge	Revenues	100-3110602-0000 TAX INTEREST	\$4,000.00	\$1,011.19	(\$2,988.81)	25.28%
100 Ge	Revenues	100-3120101-0000 LOCAL SALES TAX	\$375,000.00	\$93,826.03	(\$281,173.97)	25.02%
100 Ge	Revenues	100-3120201-0000 CONSUMER UTILITY TAX	\$110,000.00	\$29,560.12	(\$80,439.88)	26.87%
100 Ge	Revenues	100-3120300-0000 BUSINESS LICENSE	\$290,000.00	\$886.24	(\$289,113.76)	0.31%
100 Ge	Revenues	100-3120402-0000 REC FRANCHISE FEES	\$43,000.00	\$12,607.06	(\$30,392.94)	29.32%
100 Ge	Revenues	100-3120501-0000 AUTO LICENSE	\$110,000.00	\$3,217.00	(\$106,783.00)	2.92%
100 Ge	Revenues	100-3120601-0000 BANK FRANCHISE TAXES	\$225,000.00	\$0.00	(\$225,000.00)	0.00%
100 Ge	Revenues	100-3120801-0000 CIGARETTE TAX	\$14,000.00	\$3,039.00	(\$10,961.00)	21.71%
100 Ge	Revenues	100-3121001-0000 LODGING TAX	\$12,000.00	\$2,434.89	(\$9,565.11)	20.29%
100 Ge	Revenues	100-3121101-0000 MEALS TAX	\$440,000.00	\$127,575.80	(\$312,424.20)	28.99%
100 Ge	Revenues	100-3130304-0000 Land Use Application Fees	\$1,000.00	\$4,786.50	\$3,786.50	478.65%
100 Ge	Revenues	100-3130307-0000 ZONING & SUBDIVISION FEES	\$12,000.00	\$4,903.50	(\$7,096.50)	40.86%
100 Ge	Revenues	100-3140101-0000 COURT FINES	\$14,000.00	\$4,018.64	(\$9,981.36)	28.70%
100 Ge	Revenues	100-3140102-0000 PARKING METER FINES	\$1,000.00	\$1,363.33	\$363.33	136.33%
100 Ge	Revenues	100-3140103-0000 ESUMMONS	\$500.00	\$0.00	(\$500.00)	0.00%
100 Ge	Revenues	100-3150101-0000 INTEREST ON DEPOSITS	\$160,000.00	\$45,630.13	(\$114,369.87)	28.52%
100 Ge	Revenues	100-3150201-0000 RENTAL OF PROPERTY	\$14,000.00	\$2,978.82	(\$11,021.18)	21.28%
100 Ge	Revenues	100-3150205-0000 WATER TANK SITE LEASE	\$100,000.00	\$29,807.03	(\$70,192.97)	29.81%
100 Ge	Revenues	100-3150206-0000 CHARGE CARD REBATE	\$20,000.00	\$0.00	(\$20,000.00)	0.00%
100 Ge	Revenues	100-3160703-0000 PARKING METERS	\$11,000.00	\$2,648.97	(\$8,351.03)	24.08%
100 Ge	Revenues	100-3189905-0000 SALE OF SURPLUS	\$5,000.00	\$0.00	(\$5,000.00)	0.00%
100 Ge	Revenues	100-3189999-0000 PPTRA	\$209,917.00	\$209,916.73	(\$0.27)	100.00%
100 Ge	Revenues	100-3220107-0000 ROLLING STOCK TAX	\$2,000.00	\$2,144.38	\$144.38	107.22%

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Fund Or Attri	Type	Disp Acct	Budget	YTD	Variance	Prcnt
100 Ge	Revenues	100-3220108-0000 599 LAW ENFORCEMENT GRAN	\$98,000.00	\$24,662.47	(\$73,337.53)	25.17%
100 Ge	Revenues	100-3220110-0000 CAR RENTAL DISTRIBUTION	\$0.00	\$887.28	\$887.28	0.00%
100 Ge	Revenues	100-3220201-0000 Communication Tax	\$62,000.00	\$14,902.46	(\$47,097.54)	24.04%
100 Ge	Revenues	100-3240102-0000 FIRE FUND PROGRAM	\$15,250.00	\$13,977.41	(\$1,272.59)	91.66%
100 Ge	Revenues	100-3240103-0000 LE BLOCK GRANT	\$1,000.00	\$0.00	(\$1,000.00)	0.00%
100 Ge	Revenues	100-3240300-0000 VDOT LANE MILE ALLOWANCE	\$725,000.00	\$187,562.79	(\$537,437.21)	25.87%
100 Ge	Revenues	100-3240301-0000 VDOT ROAD MAINTENANCE	\$60,000.00	\$0.00	(\$60,000.00)	0.00%
100 Ge	Revenues	100-3240302-0000 LITTER CONTROL GRANT	\$4,500.00	\$0.00	(\$4,500.00)	0.00%
100 Ge	Revenues	100-3240312-0000 Va Commission for the Arts	\$4,500.00	\$0.00	(\$4,500.00)	0.00%
100 Ge	Revenues	100-3410201-0000 MISCELLANEOUS REVENUES	\$1,000.00	(\$2,533.22)	(\$3,533.22)	-253.32%
Type: Expenses			\$6,068,167.00	\$822,369.12	(\$5,245,797.88)	14%
100 Ge	Expenses	100-4011100-1111 EXPENSE COMPENSATION	\$18,900.00	\$4,475.00	\$14,425.00	23.68%
100 Ge	Expenses	100-4011100-2100 MATCHING FICA	\$1,450.00	\$342.40	\$1,107.60	23.61%
100 Ge	Expenses	100-4011100-5540 TRAINING	\$1,000.00	\$0.00	\$1,000.00	0.00%
100 Ge	Expenses	100-4011100-5699 LOCAL CONTRIBUTIONS	\$2,500.00	\$0.00	\$2,500.00	0.00%
100 Ge	Expenses	100-4011100-5800 MISCELLANEOUS	\$2,500.00	\$0.00	\$2,500.00	0.00%
100 Ge	Expenses	100-4011100-5810 Dues	\$3,500.00	\$3,360.00	\$140.00	96.00%
100 Ge	Expenses	100-4011100-6017 TOWN CODE SUPPLEMENTS	\$2,000.00	\$1,394.82	\$605.18	69.74%
100 Ge	Expenses	100-4011200-1114 SALARIES/WAGES/TNCLK	\$50,000.00	\$13,545.94	\$36,454.06	27.09%
100 Ge	Expenses	100-4011200-2100 MATCHING FICA EXPENSE	\$3,950.00	\$1,037.49	\$2,912.51	26.27%
100 Ge	Expenses	100-4011200-5510 MILEAGE	\$250.00	\$0.00	\$250.00	0.00%
100 Ge	Expenses	100-4011200-5540 EDUCATION/TRAINING	\$1,000.00	\$0.00	\$1,000.00	0.00%
100 Ge	Expenses	100-4011200-5810 DUES	\$100.00	\$0.00	\$100.00	0.00%
100 Ge	Expenses	100-4012110-1112 COMPENSATION	\$252,000.00	\$62,242.42	\$189,757.58	24.70%
100 Ge	Expenses	100-4012110-2100 MATCHING FICA EXPENSE	\$19,500.00	\$4,080.99	\$15,419.01	20.93%
100 Ge	Expenses	100-4012110-5230 TELECOMMUNICATIONS	\$1,800.00	\$450.00	\$1,350.00	25.00%
100 Ge	Expenses	100-4012110-5510 MILEAGE	\$150.00	\$0.00	\$150.00	0.00%
100 Ge	Expenses	100-4012110-5810 DUES	\$750.00	\$1,219.50	(\$469.50)	162.60%
100 Ge	Expenses	100-4012210-3150 PROFESSIONAL SERVICES	\$65,000.00	\$3,280.00	\$61,720.00	5.05%
100 Ge	Expenses	100-4012220-2210 RETIREMENT	\$190,000.00	\$43,083.28	\$146,916.72	22.68%

Fund Or Attri	Type	Disp Acct	Budget	YTD	Variance	Pront
100 Ge	Expenses	100-4012220-2220 VMLIP - STD	\$725.00	\$159.63	\$565.37	22.02%
100 Ge	Expenses	100-4012220-2230 VMLIP - LTD	\$9,500.00	\$1,745.11	\$7,754.89	18.37%
100 Ge	Expenses	100-4012220-2250 Line of Duty Act	\$8,500.00	\$8,187.00	\$313.00	96.32%
100 Ge	Expenses	100-4012220-2300 HEALTH INSURANCE	\$315,000.00	\$39,022.00	\$275,978.00	12.39%
100 Ge	Expenses	100-4012220-2400 LIFE INSURANCE	\$22,400.00	\$4,221.73	\$18,178.27	18.85%
100 Ge	Expenses	100-4012220-2600 UNEMPLOYMENT INSURANCE	\$150.00	\$31.70	\$118.30	21.13%
100 Ge	Expenses	100-4012220-2700 WORKER'S COMPENSATION	\$30,000.00	\$20,951.16	\$9,048.84	69.84%
100 Ge	Expenses	100-4012220-3110 RANDOM DRUG SCREENING	\$750.00	\$0.00	\$750.00	0.00%
100 Ge	Expenses	100-4012220-9001 EMPLOYEE RECOGNITION	\$2,000.00	\$1,005.48	\$994.52	50.27%
100 Ge	Expenses	100-4012240-3120 CONTRACTUAL SERVICES	\$21,250.00	\$0.00	\$21,250.00	0.00%
100 Ge	Expenses	100-4012410-1113 COMPENSATION	\$94,500.00	\$23,595.66	\$70,904.34	24.97%
100 Ge	Expenses	100-4012410-2100 MATCHING FICA EXPENSE	\$7,400.00	\$1,818.90	\$5,581.10	24.58%
100 Ge	Expenses	100-4012410-3130 PROFESSIONAL SER/TAX CONV	\$2,500.00	\$0.00	\$2,500.00	0.00%
100 Ge	Expenses	100-4012410-5306 SURETY BONDS	\$500.00	\$412.00	\$88.00	82.40%
100 Ge	Expenses	100-4012410-5540 TRAINING	\$1,000.00	\$250.00	\$750.00	25.00%
100 Ge	Expenses	100-4012410-5810 DUES	\$1,100.00	\$250.00	\$850.00	22.73%
100 Ge	Expenses	100-4012430-1113 COMPENSATION	\$132,000.00	\$31,510.39	\$100,489.61	23.87%
100 Ge	Expenses	100-4012430-2100 MATCHING FICA EXPENSE	\$10,500.00	\$2,061.44	\$8,438.56	19.63%
100 Ge	Expenses	100-4012430-5540 TRAINING	\$2,500.00	\$0.00	\$2,500.00	0.00%
100 Ge	Expenses	100-4012530-3320 MAINTENANCE CONTRACTS	\$75,000.00	\$22,682.57	\$52,317.43	30.24%
100 Ge	Expenses	100-4012530-3400 WEB SITE	\$1,000.00	\$2.42	\$997.58	0.24%
100 Ge	Expenses	100-4012530-3450 DIGITIZING	\$5,000.00	\$0.00	\$5,000.00	0.00%
100 Ge	Expenses	100-4012530-3501 NEWSLETTER	\$1,000.00	\$0.00	\$1,000.00	0.00%
100 Ge	Expenses	100-4012530-3600 ADVERTISING	\$9,000.00	\$6,175.41	\$2,824.59	68.62%
100 Ge	Expenses	100-4012530-5210 POSTAGE	\$17,000.00	\$1,250.85	\$15,749.15	7.36%
100 Ge	Expenses	100-4012530-5230 TELECOMMUNICATIONS	\$7,000.00	\$1,176.93	\$5,823.07	16.81%
100 Ge	Expenses	100-4012530-5250 SOCIAL MEDIA ARCHIVING	\$3,300.00	\$0.00	\$3,300.00	0.00%
100 Ge	Expenses	100-4012530-5540 TRAINING	\$1,500.00	\$0.00	\$1,500.00	0.00%
100 Ge	Expenses	100-4012530-5810 DUES	\$500.00	\$0.00	\$500.00	0.00%
100 Ge	Expenses	100-4012530-6001 OFFICE SUPPLIES	\$17,000.00	\$1,076.96	\$15,923.04	6.34%
100 Ge	Expenses	100-4012550-5304 BLANKET EXCESS LIABILITY	\$16,000.00	\$14,271.00	\$1,729.00	89.19%

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100 Ge	Expenses	100-4012550-5305 AUTOMOBILE INSURANCE	\$16,500.00	\$17,089.00	(\$589.00)	103.57%
100 Ge	Expenses	100-4012550-5308 SEMI-MULTI PERIL INS	\$47,000.00	\$46,885.00	\$115.00	99.76%
100 Ge	Expenses	100-4012600-3140 ENGINEERING SERVICES	\$5,000.00	\$0.00	\$5,000.00	0.00%
100 Ge	Expenses	100-4013100-1125 ELECTION OFFICIALS	\$7,500.00	\$0.00	\$7,500.00	0.00%
100 Ge	Expenses	100-4021500-3150 PUBLIC DEFENDER FEES	\$2,000.00	\$0.00	\$2,000.00	0.00%
100 Ge	Expenses	100-4031100-1139 COMPENSATION	\$924,100.00	\$228,750.08	\$695,349.92	24.75%
100 Ge	Expenses	100-4031100-2100 MATCHING FICA EXPENSE	\$74,000.00	\$17,574.38	\$56,425.62	23.75%
100 Ge	Expenses	100-4031100-3110 MEDICAL EXAMINATIONS	\$500.00	\$0.00	\$500.00	0.00%
100 Ge	Expenses	100-4031100-3115 PRE EMPLOYMENT DRUG SCORE	\$2,000.00	\$1,993.00	\$7.00	99.65%
100 Ge	Expenses	100-4031100-3190 INTERPRETER	\$400.00	\$0.00	\$400.00	0.00%
100 Ge	Expenses	100-4031100-3310 REPAIR & MAINTENANCE	\$16,000.00	\$2,320.52	\$13,679.48	14.50%
100 Ge	Expenses	100-4031100-3320 MAINTENANCE CONTRACTS	\$43,000.00	\$30,473.09	\$12,526.91	70.87%
100 Ge	Expenses	100-4031100-4081 RICH RAU SAFETY FUND	\$5,000.00	\$2,458.00	\$2,542.00	49.16%
100 Ge	Expenses	100-4031100-4082 WILDLIFE MANAGEMENT	\$250.00	\$0.00	\$250.00	0.00%
100 Ge	Expenses	100-4031100-5210 POSTAGE	\$500.00	\$36.60	\$463.40	7.32%
100 Ge	Expenses	100-4031100-5230 TELECOMMUNICATIONS	\$6,600.00	\$2,460.26	\$4,139.74	37.28%
100 Ge	Expenses	100-4031100-5540 TRAINING	\$18,000.00	\$8,507.29	\$9,492.71	47.26%
100 Ge	Expenses	100-4031100-5545 OFFICE ACCREDITATION	\$2,500.00	\$100.00	\$2,400.00	4.00%
100 Ge	Expenses	100-4031100-5810 DUES	\$850.00	\$320.00	\$530.00	37.65%
100 Ge	Expenses	100-4031100-5815 COMMUNITY RELATIONS	\$2,000.00	\$512.81	\$1,487.19	25.64%
100 Ge	Expenses	100-4031100-6001 OFFICE SUPPLIES	\$1,800.00	\$140.05	\$1,659.95	7.78%
100 Ge	Expenses	100-4031100-6008 GASOLINE & OIL	\$26,000.00	\$3,302.60	\$22,697.40	12.70%
100 Ge	Expenses	100-4031100-6010 POLICE SUPPLIES	\$14,000.00	\$7,992.04	\$6,007.96	57.09%
100 Ge	Expenses	100-4031100-6011 UNIFORMS	\$6,500.00	\$456.39	\$6,043.61	7.02%
100 Ge	Expenses	100-4031100-6012 RECRUITMENT/ADVERTISING	\$2,000.00	\$349.00	\$1,651.00	17.45%
100 Ge	Expenses	100-4031300-5699 COUNTY CONT/CROSSING GD	\$2,500.00	\$0.00	\$2,500.00	0.00%
100 Ge	Expenses	100-4031400-5699 CONTRIBUTION/CC CENT ALRM	\$5,000.00	\$0.00	\$5,000.00	0.00%
100 Ge	Expenses	100-4032200-5699 CONTRIBUTION/JHEVFD	\$30,000.00	\$0.00	\$30,000.00	0.00%
100 Ge	Expenses	100-4032200-5707 FIRE FUND PROGRAM	\$23,000.00	\$13,977.41	\$9,022.59	60.77%
100 Ge	Expenses	100-4032200-8411 ENDERS CAPITAL PROJECT RES	\$10,000.00	\$0.00	\$10,000.00	0.00%
100 Ge	Expenses	100-4041100-1140 Compensation	\$80,800.00	\$11,203.74	\$69,596.26	13.87%

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100 Ge	Expenses	100-4041100-2100 MATCHING FICA EXPENSE	\$6,700.00	\$1,047.99	\$5,652.01	15.64%
100 Ge	Expenses	100-4041100-3110 MEDICAL EXAMS	\$1,000.00	\$104.00	\$896.00	10.40%
100 Ge	Expenses	100-4041100-3310 VEHICLE REP & MAINTENANCE	\$11,000.00	\$256.28	\$10,743.72	2.33%
100 Ge	Expenses	100-4041100-5120 FUEL OIL/HEAT	\$3,000.00	\$0.00	\$3,000.00	0.00%
100 Ge	Expenses	100-4041100-5230 TELECOMMUNICATIONS	\$7,000.00	\$2,154.14	\$4,845.86	30.77%
100 Ge	Expenses	100-4041100-5540 TRAINING	\$2,000.00	\$0.00	\$2,000.00	0.00%
100 Ge	Expenses	100-4041100-6001 OFFICE SUPPLIES	\$1,000.00	\$586.56	\$413.44	58.66%
100 Ge	Expenses	100-4041200-1183 COMPENSATION	\$225,000.00	\$51,517.16	\$173,482.84	22.90%
100 Ge	Expenses	100-4041200-2100 MATCHING FICA EXPENSE	\$17,300.00	\$4,072.12	\$13,227.88	23.54%
100 Ge	Expenses	100-4041200-3310 EQUIPMENT MAINTENANCE	\$18,000.00	\$2,767.03	\$15,232.97	15.37%
100 Ge	Expenses	100-4041200-3311 STREET TREES/SIDEWALKS	\$2,000.00	\$1,766.00	\$234.00	88.30%
100 Ge	Expenses	100-4041200-3315 SIDEWALK MAINTENANCE	\$16,000.00	(\$10,864.32)	\$26,864.32	-67.90%
100 Ge	Expenses	100-4041200-5425 NORFOLK/SOUTHERN R-O-W'S	\$1,200.00	\$0.00	\$1,200.00	0.00%
100 Ge	Expenses	100-4041200-6007 MATERIALS & SUPPLIES	\$8,000.00	\$3,550.64	\$4,449.36	44.38%
100 Ge	Expenses	100-4041200-6008 GASOLINE & OIL	\$24,000.00	\$4,606.87	\$19,393.13	19.20%
100 Ge	Expenses	100-4041200-6011 UNIFORMS	\$6,000.00	\$581.34	\$5,418.66	9.69%
100 Ge	Expenses	100-4041250-3140 VDOT MAINTENANCE	\$725,000.00	\$27,942.45	\$697,057.55	3.85%
100 Ge	Expenses	100-4041250-3300 VDOT STREET MAINTENANCE	\$0.00	\$6,881.51	(\$6,881.51)	0.00%
100 Ge	Expenses	100-4041250-3310 EQUIPMENT MAINTENANCE	\$0.00	\$1,226.45	(\$1,226.45)	0.00%
100 Ge	Expenses	100-4041250-3316 SIGNS	\$0.00	\$1,272.17	(\$1,272.17)	0.00%
100 Ge	Expenses	100-4041250-6050 STREET MAINTENANCE	\$0.00	\$11,686.80	(\$11,686.80)	0.00%
100 Ge	Expenses	100-4041250-6060 SIDEWALK REPLACEMENT	\$0.00	\$98,950.00	(\$98,950.00)	0.00%
100 Ge	Expenses	100-4041250-8801 EQUIPMENT PURCHASE	\$0.00	\$109,292.51	(\$109,292.51)	0.00%
100 Ge	Expenses	100-4041320-5110 ELECTRICITY	\$90,000.00	\$22,604.51	\$67,395.49	25.12%
100 Ge	Expenses	100-4041330-3220 CONTRACTUAL SERVICES	\$20,000.00	\$0.00	\$20,000.00	0.00%
100 Ge	Expenses	100-4041330-6007 MATERIALS & SUPPLIES	\$2,000.00	\$0.00	\$2,000.00	0.00%
100 Ge	Expenses	100-4041340-6007 MATERIALS & SUPPLIES	\$3,000.00	\$314.01	\$2,685.99	10.47%
100 Ge	Expenses	100-4042300-3220 CONTRACTUAL SERVICES	\$265,000.00	\$66,622.44	\$198,377.56	25.14%
100 Ge	Expenses	100-4042300-6225 RECYCLING SERVICES	\$125,000.00	\$26,718.75	\$98,281.25	21.38%
100 Ge	Expenses	100-4042400-3800 FCO LANDFILL CHARGES	\$45,000.00	\$12,006.52	\$32,993.48	26.68%
100 Ge	Expenses	100-4043200-3310 REPAIR & MAINTENANCE	\$50,000.00	\$9,084.61	\$40,915.39	18.17%

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100 Ge	Expenses	100-4043200-3325 HERMITAGE SWPOND MAINT	\$4,500.00	\$2,100.00	\$2,400.00	46.67%
100 Ge	Expenses	100-4043200-6007 MATERIALS & SUPPLIES	\$500.00	\$0.00	\$500.00	0.00%
100 Ge	Expenses	100-4043200-6017 CHRISTMAS WREATHS	\$500.00	\$0.00	\$500.00	0.00%
100 Ge	Expenses	100-4064200-3150 PROFESSIONAL SERVICES	\$1,000.00	\$0.00	\$1,000.00	0.00%
100 Ge	Expenses	100-4064200-3200 CONTRACTURAL SERVICES	\$15,000.00	\$0.00	\$15,000.00	0.00%
100 Ge	Expenses	100-4064200-5110 ELECTRICITY	\$24,000.00	\$0.00	\$24,000.00	0.00%
100 Ge	Expenses	100-4064200-5120 NATURAL GAS/HEAT	\$4,700.00	\$0.00	\$4,700.00	0.00%
100 Ge	Expenses	100-4064200-5130 WATER/SEWER	\$1,100.00	\$0.00	\$1,100.00	0.00%
100 Ge	Expenses	100-4064200-5230 TELECOMMUNICATIONS	\$1,100.00	\$0.00	\$1,100.00	0.00%
100 Ge	Expenses	100-4064200-5304 LIABILITY INSURANCE	\$1,500.00	\$0.00	\$1,500.00	0.00%
100 Ge	Expenses	100-4064200-7113 IN KIND COSTS	\$7,000.00	\$0.00	\$7,000.00	0.00%
100 Ge	Expenses	100-4064200-7115 SHARED MAINTENANCE	\$25,000.00	\$33,000.00	(\$8,000.00)	132.00%
100 Ge	Expenses	100-4064200-8411 CAPITAL ASSET RESERVES	\$10,000.00	\$0.00	\$10,000.00	0.00%
100 Ge	Expenses	100-4071310-3160 CONTRACTURAL SER/JIN BLUE	\$1,000.00	\$375.00	\$625.00	37.50%
100 Ge	Expenses	100-4071310-6017 CHRISTMAS LIGHTS	\$3,500.00	\$0.00	\$3,500.00	0.00%
100 Ge	Expenses	100-4071310-6018 ROSE HILL PARK MAINTENANC	\$5,000.00	\$1,000.00	\$4,000.00	20.00%
100 Ge	Expenses	100-4081100-1155 COMPENSATION	\$92,000.00	\$22,999.98	\$69,000.02	25.00%
100 Ge	Expenses	100-4081100-2100 MATCHING FICA EXPENSE	\$7,000.00	\$1,822.80	\$5,177.20	26.04%
100 Ge	Expenses	100-4081100-3145 REIMBURSABLE CONST FEES	\$0.00	\$778.50	(\$778.50)	0.00%
100 Ge	Expenses	100-4081100-3190 PROFESSIONAL SERVICES	\$8,000.00	\$0.00	\$8,000.00	0.00%
100 Ge	Expenses	100-4081100-3500 PRINTING	\$250.00	\$0.00	\$250.00	0.00%
100 Ge	Expenses	100-4081100-5510 MILEAGE	\$100.00	\$0.00	\$100.00	0.00%
100 Ge	Expenses	100-4081100-5540 TRAINING	\$3,000.00	\$0.00	\$3,000.00	0.00%
100 Ge	Expenses	100-4081400-1110 EXPENSE COMPENSATION	\$500.00	\$0.00	\$500.00	0.00%
100 Ge	Expenses	100-4081400-5540 TRAINING	\$750.00	\$0.00	\$750.00	0.00%
100 Ge	Expenses	100-4081500-5693 ARTS FUNDING MATCH	\$4,500.00	\$0.00	\$4,500.00	0.00%
100 Ge	Expenses	100-4081500-5695 TOWN/COUNTY ECONOMIC DE	\$21,500.00	\$0.00	\$21,500.00	0.00%
100 Ge	Expenses	100-4081500-5699 DBI/ECO DEV PROF SERVICES	\$2,000.00	\$0.00	\$2,000.00	0.00%
100 Ge	Expenses	100-4081600-1111 EXPENSE COMPENSATION	\$5,000.00	\$550.00	\$4,450.00	11.00%
100 Ge	Expenses	100-4081600-5540 TRAINING	\$2,000.00	\$0.00	\$2,000.00	0.00%
100 Ge	Expenses	100-4081700-1111 EXPENSE COMPENSATION	\$2,500.00	\$270.00	\$2,230.00	10.80%

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100 Ge	Expenses	100-4081700-5540 TRAINING	\$1,000.00	\$0.00	\$1,000.00	0.00%
100 Ge	Expenses	100-4081800-5540 TRAINING	\$500.00	\$0.00	\$500.00	0.00%
100 Ge	Expenses	100-4093000-3000 ARPA GF EXPENSES	\$0.00	\$186,300.52	(\$186,300.52)	0.00%
100 Ge	Expenses	100-4094200-8225 COMPUTER REPLACEMENT/JPG	\$15,000.00	\$14,171.14	\$828.86	94.47%
100 Ge	Expenses	100-4094200-8231 PATROL VEHICLE	\$67,000.00	\$0.00	\$67,000.00	0.00%
100 Ge	Expenses	100-4094200-8362 Service Weapons	\$10,000.00	\$0.00	\$10,000.00	0.00%
100 Ge	Expenses	100-4094200-8411 CAPITAL RESERVE	\$143.25	\$0.00	\$143.25	0.00%
100 Ge	Expenses	100-4094200-8702 WAYFINDING SIGNS RESERVE	\$50,000.00	\$0.00	\$50,000.00	0.00%
100 Ge	Expenses	100-4094200-8918 ROSE HILL PARK MASTERPLAN	\$675,000.00	\$0.00	\$675,000.00	0.00%
100 Ge	Expenses	100-4094200-9004 MOSBY BOULEVARD SIDEWALK	\$100,000.00	\$12,031.10	\$87,968.90	12.03%
100 Ge	Expenses	100-4094200-9005 FAIRFAX ST SIDEWALK RESERV	\$50,000.00	\$21,610.00	\$28,390.00	43.22%
100 Ge	Expenses	100-4094200-9009 TOWN STREET REPAIRS	\$40,000.00	\$0.00	\$40,000.00	0.00%
100 Ge	Expenses	100-4094200-9010 BCCGC IMPROVEMENTS	\$60,000.00	\$0.00	\$60,000.00	0.00%
100 Ge	Expenses	100-4094300-5800 CONTINGENCY	\$142,122.75	\$0.00	\$142,122.75	0.00%
100 Ge	Expenses	100-4095000-9110 RDA PRINCIPAL	\$50,359.00	\$12,396.04	\$37,962.96	24.62%
100 Ge	Expenses	100-4095000-9120 RDA INTEREST	\$71,117.00	\$17,972.96	\$53,144.04	25.27%
			\$6,068,167.00	\$1,501,398.02	\$4,566,768.98	25%
			\$12,136,334.00	\$2,323,767.14	\$9,812,566.86	19%

Fund Or Attrib	Type	Disp Acct	Budget	YTD	Variance	Prcnt
Fund Or Attrib: 501 Water Fund						
Type: Revenues						
501 Wa	Revenues	501-3000000-0000 FUND BALANCE	\$150,000.00	\$0.00	(\$150,000.00)	0.00%
501 Wa	Revenues	501-3150102-0000 INTEREST ON INVESTMENTS	\$150,000.00	\$42,652.97	(\$107,347.03)	28.44%
501 Wa	Revenues	501-3160110-0000 TREATMENT FEES	\$1,635,000.00	\$409,995.84	(\$1,225,004.16)	25.08%
501 Wa	Revenues	501-3160111-0000 DELINQUENT ACCT PENALTI	\$45,000.00	\$14,704.02	(\$30,295.98)	32.68%
501 Wa	Revenues	501-3160113-0000 AVAILABILITY CHARGES	\$172,000.00	\$0.00	(\$172,000.00)	0.00%
501 Wa	Revenues	501-3160115-0000 METER FEES	\$3,250.00	\$0.00	(\$3,250.00)	0.00%
501 Wa	Revenues	501-3160116-0000 LOAN PROCEEDS	\$5,000,000.00	\$0.00	(\$5,000,000.00)	0.00%
			\$7,155,250.00	\$467,352.83	(\$6,687,897.17)	7%
Type: Expenses						
501 Wa	Expenses	501-4012220-1140 COMPENSATION	\$61,000.00	\$14,161.47	\$46,838.53	23.22%
501 Wa	Expenses	501-4012220-2100 SOCIAL SECURITY	\$4,700.00	\$1,053.48	\$3,646.52	22.41%
501 Wa	Expenses	501-4012220-2210 RETIREMENT	\$52,000.00	\$12,336.26	\$39,663.74	23.72%
501 Wa	Expenses	501-4012220-2220 VMLIP - STD	\$235.00	\$48.90	\$186.10	20.81%
501 Wa	Expenses	501-4012220-2230 VMLIP - LTD	\$2,225.00	\$417.59	\$1,807.41	18.77%
501 Wa	Expenses	501-4012220-2300 HEALTH INSURANCE	\$69,000.00	\$13,405.00	\$55,595.00	19.43%
501 Wa	Expenses	501-4012220-2400 LIFE INSURANCE	\$6,175.00	\$1,181.12	\$4,993.88	19.13%
501 Wa	Expenses	501-4012220-2600 UNEMPLOYMENT INSURANC	\$50.00	\$31.70	\$18.30	63.40%
501 Wa	Expenses	501-4012220-2700 WORKER'S COMPENSATION	\$20,000.00	\$13,663.80	\$6,336.20	68.32%
501 Wa	Expenses	501-4012220-3170 MISS UTILITY	\$1,750.00	\$915.30	\$834.70	52.30%
501 Wa	Expenses	501-4012220-3320 HANDHELD MAINT	\$5,000.00	\$4,367.22	\$632.78	87.34%
501 Wa	Expenses	501-4012220-3450 DIGITIZING	\$4,000.00	\$0.00	\$4,000.00	0.00%
501 Wa	Expenses	501-4012220-5210 POSTAGE	\$6,000.00	\$1,677.23	\$4,322.77	27.95%
501 Wa	Expenses	501-4012220-5540 TRAINING	\$2,000.00	\$0.00	\$2,000.00	0.00%
501 Wa	Expenses	501-4012220-6001 OFFICE SUPPLIES	\$6,000.00	\$1,858.24	\$4,141.76	30.97%
501 Wa	Expenses	501-4012222-1147 COMPENSATION	\$224,000.00	\$33,726.30	\$190,273.70	15.06%
501 Wa	Expenses	501-4012222-2100 MATCHING FICA EXPENSE	\$17,200.00	\$2,417.53	\$14,782.47	14.06%
501 Wa	Expenses	501-4012222-2830 CERTIFICATION FEES	\$650.00	\$200.00	\$450.00	30.77%
501 Wa	Expenses	501-4012222-2840 STATE CONNECTION FEES	\$9,025.00	\$5,616.00	\$3,409.00	62.23%
501 Wa	Expenses	501-4012222-2850 LAB TESTING	\$16,250.00	\$1,351.42	\$14,898.58	8.32%
501 Wa	Expenses	501-4012222-3110 MEDICAL EXAMS	\$200.00	\$0.00	\$200.00	0.00%

Southern Software FMS Budget vs Actual

Date: 10/3/2025 8:56 AM

Fund Or Attri	Type	Disp Acct	Budget	YTD	Variance	Prcnt
501 Wa Expenses		501-4012222-3145 PROFESSIONAL SERVICES	\$17,500.00	\$14,618.00	\$2,882.00	83.53%
501 Wa Expenses		501-4012222-3210 SLUDGE REMOVAL	\$26,000.00	\$0.00	\$26,000.00	0.00%
501 Wa Expenses		501-4012222-3220 CLEAN RIVER INTAKE	\$4,000.00	\$0.00	\$4,000.00	0.00%
501 Wa Expenses		501-4012222-3310 REPAIR & MAINTENANCE	\$125,000.00	\$40,332.39	\$84,667.61	32.27%
501 Wa Expenses		501-4012222-5110 ELECTRICITY	\$70,000.00	\$21,571.82	\$48,428.18	30.82%
501 Wa Expenses		501-4012222-5120 FUEL/OIL HEAT	\$4,000.00	\$0.00	\$4,000.00	0.00%
501 Wa Expenses		501-4012222-5230 TELECOMMUNICATIONS	\$4,700.00	\$1,418.14	\$3,281.86	30.17%
501 Wa Expenses		501-4012222-5415 COPIER LEASE	\$900.00	\$0.00	\$900.00	0.00%
501 Wa Expenses		501-4012222-5540 TRAINING	\$3,500.00	\$0.00	\$3,500.00	0.00%
501 Wa Expenses		501-4012222-5810 DUES	\$450.00	\$450.00	\$0.00	100.00%
501 Wa Expenses		501-4012222-6001 OFFICE SUPPLIES	\$500.00	\$736.55	(\$236.55)	147.31%
501 Wa Expenses		501-4012222-6004 LAB SUPPLIES	\$60,000.00	\$10,268.96	\$49,731.04	17.11%
501 Wa Expenses		501-4012222-6005 JANITORIAL SUPPLIES	\$1,000.00	\$152.08	\$847.92	15.21%
501 Wa Expenses		501-4012222-6008 GASOLINE & OIL	\$6,200.00	\$52.94	\$6,147.06	0.85%
501 Wa Expenses		501-4012222-6011 UNIFORMS	\$1,500.00	\$0.00	\$1,500.00	0.00%
501 Wa Expenses		501-4012222-6014 TOOLS	\$500.00	\$0.00	\$500.00	0.00%
501 Wa Expenses		501-4012222-6019 SAFETY EQUIPMENT	\$1,000.00	\$0.00	\$1,000.00	0.00%
501 Wa Expenses		501-4012222-6025 CHEMICALS	\$65,000.00	\$9,630.99	\$55,369.01	14.82%
501 Wa Expenses		501-4012224-1183 COMPENSATION	\$225,300.00	\$53,253.64	\$172,046.36	23.64%
501 Wa Expenses		501-4012224-2100 MATCHING FICA EXPENSE	\$17,300.00	\$4,073.91	\$13,226.09	23.55%
501 Wa Expenses		501-4012224-3330 LINE REPAIR & MAINTENANC	\$50,000.00	\$21,933.70	\$28,066.30	43.87%
501 Wa Expenses		501-4012224-6007 MATERIALS & SUPPLIES	\$30,000.00	\$8,930.08	\$21,069.92	29.77%
501 Wa Expenses		501-4012224-6019 SAFETY EQUIPMENT	\$700.00	\$710.49	(\$10.49)	101.50%
501 Wa Expenses		501-4012224-6030 NEW SERVICE SUPPLIES	\$1,000.00	\$0.00	\$1,000.00	0.00%
501 Wa Expenses		501-4012224-9008 STORAGE TANK MAINTENAN	\$25,000.00	\$8,466.00	\$16,534.00	33.86%
501 Wa Expenses		501-4094200-8144 WATER TREATMENT PLANT	\$5,000,000.00	\$10,469.50	\$4,989,530.50	0.21%
501 Wa Expenses		501-4094200-8211 CAPITAL RESERVES	\$515,284.70	\$0.00	\$515,284.70	0.00%
501 Wa Expenses		501-4094200-8225 COMPUTER UPGRADES	\$10,000.00	\$0.00	\$10,000.00	0.00%
501 Wa Expenses		501-4094200-8361 WATER DIST SYSTEM UPGRA	\$275,000.00	\$18,863.17	\$256,136.83	6.86%
501 Wa Expenses		501-4094200-8602 3/4 TON TRUCK	\$15,000.00	\$13,971.02	\$1,028.98	93.14%
501 Wa Expenses		501-4094200-9007 WTP LAB EQUIPMENT	\$50,000.00	\$0.00	\$50,000.00	0.00%

Southern Software FMS Budget vs Actual

Date: 10/3/2025 8:56 AM

Fund Or Attril	Type	Disp Acct	Budget	YTD	Variance	Prcnt
501 Wa	Expenses	501-4094200-9009 HYDRAULIC THUMB(PW)	\$4,000.00	\$0.00	\$4,000.00	0.00%
501 Wa	Expenses	501-4094300-5800 CONTINGENCY	\$37,455.30	\$0.00	\$37,455.30	0.00%
			\$7,155,250.00	\$348,331.94	\$6,806,918.06	5%
			\$14,310,500.00	\$815,684.77	\$13,494,815.23	6%

Fund Or Attrib	Type	Disp Acct	Budget	YTD	Variance	Prnt
Fund Or Attrib: 502 Sewer Fund						
Type: Revenues						
502 Sew Revenues		502-3000000-0000 FUND BALANCE FORWARD	\$690,000.00	\$0.00	(\$690,000.00)	0.00%
502 Sew Revenues		502-3150101-0000 Interest Income	\$110,000.00	\$28,609.20	(\$81,390.80)	26.01%
502 Sew Revenues		502-3160110-0000 TREATMENT FEES	\$2,145,000.00	\$521,232.97	(\$1,623,767.03)	24.30%
502 Sew Revenues		502-3160113-0000 AVAILABILITY CHARGES	\$184,680.00	\$0.00	(\$184,680.00)	0.00%
502 Sew Revenues		502-3410404-0000 NUTRIENT CREDIT REBATE	\$500.00	\$214.90	(\$285.10)	42.98%
			\$3,130,180.00	\$550,057.07	(\$2,580,122.93)	18%
Type: Expenses						
502 Sew Expenses		502-4012220-1114 COMPENSATION	\$62,000.00	\$14,160.78	\$47,839.22	22.84%
502 Sew Expenses		502-4012220-2100 SOCIAL SECURITY	\$4,700.00	\$1,053.45	\$3,646.55	22.41%
502 Sew Expenses		502-4012220-2210 RETIREMENT	\$43,600.00	\$9,262.34	\$34,337.66	21.24%
502 Sew Expenses		502-4012220-2220 VMLIP - STD	\$200.00	\$35.49	\$164.51	17.75%
502 Sew Expenses		502-4012220-2230 VMLIP - LTD	\$1,975.00	\$326.29	\$1,648.71	16.52%
502 Sew Expenses		502-4012220-2300 HEALTH INSURANCE	\$51,500.00	\$9,421.00	\$42,079.00	18.29%
502 Sew Expenses		502-4012220-2400 LIFE INSURANCE	\$5,150.00	\$836.15	\$4,313.85	16.24%
502 Sew Expenses		502-4012220-2600 UNEMPLOYMENT INSURANCE	\$40.00	\$15.87	\$24.13	39.68%
502 Sew Expenses		502-4012220-2700 WORKER'S COMPENSATION	\$10,000.00	\$10,931.04	(\$931.04)	109.31%
502 Sew Expenses		502-4012220-3320 HANDHELD MAINT	\$5,000.00	\$4,367.22	\$632.78	87.34%
502 Sew Expenses		502-4012220-3450 DIGITIZING	\$4,000.00	\$0.00	\$4,000.00	0.00%
502 Sew Expenses		502-4012220-5210 POSTAGE	\$4,000.00	\$1,677.23	\$2,322.77	41.93%
502 Sew Expenses		502-4012220-6001 OFFICE SUPPLIES	\$5,500.00	\$1,148.23	\$4,351.77	20.88%
502 Sew Expenses		502-4012222-1147 COMPENSATION	\$224,000.00	\$94,690.48	\$129,309.52	42.27%
502 Sew Expenses		502-4012222-2100 MATCHING FICA EXPENSE	\$17,100.00	\$2,387.14	\$14,712.86	13.96%
502 Sew Expenses		502-4012222-2830 CERTIFICATION FEES	\$640.00	\$0.00	\$640.00	0.00%
502 Sew Expenses		502-4012222-2850 LAB TESTING	\$33,000.00	\$8,603.27	\$24,396.73	26.07%
502 Sew Expenses		502-4012222-3145 PROFESSIONAL SERVICES	\$240,000.00	\$10,210.20	\$229,789.80	4.25%
502 Sew Expenses		502-4012222-3210 LANDFILL-SOLIDS DISPOSAL	\$100,000.00	\$23,199.45	\$76,800.55	23.20%
502 Sew Expenses		502-4012222-3310 REPAIR & MAINTENANCE	\$290,000.00	\$48,551.66	\$241,448.34	16.74%
502 Sew Expenses		502-4012222-5110 ELECTRICITY	\$140,000.00	\$37,498.05	\$102,501.95	26.78%
502 Sew Expenses		502-4012222-5230 TELECOMMUNICATIONS	\$5,000.00	\$1,240.89	\$3,759.11	24.82%
502 Sew Expenses		502-4012222-5415 COPIER LEASE	\$2,000.00	\$0.00	\$2,000.00	0.00%

Southern Software FMS Budget vs Actual

Date: 10/3/2025 8:57 AM

Fund Or Attrib	Type	Disp Acct	Budget	YTD	Variance	Prnt
502 Sew Expenses		502-4012222-5540 TRAINING	\$500.00	\$0.00	\$500.00	0.00%
502 Sew Expenses		502-4012222-5690 DISCHARGE PERMIT RENEWA	\$3,500.00	\$0.00	\$3,500.00	0.00%
502 Sew Expenses		502-4012222-5810 DUES	\$625.00	\$0.00	\$625.00	0.00%
502 Sew Expenses		502-4012222-6001 OFFICE SUPPLIES	\$1,000.00	\$586.56	\$413.44	58.66%
502 Sew Expenses		502-4012222-6004 LAB SUPPLIES	\$4,500.00	\$1,787.71	\$2,712.29	39.73%
502 Sew Expenses		502-4012222-6005 JANITORIAL SUPPLIES	\$1,750.00	\$469.64	\$1,280.36	26.84%
502 Sew Expenses		502-4012222-6008 DIESEL FUEL	\$7,500.00	\$415.59	\$7,084.41	5.54%
502 Sew Expenses		502-4012222-6014 TOOLS	\$250.00	\$24.99	\$225.01	10.00%
502 Sew Expenses		502-4012222-6019 SAFETY EQUIPMENT	\$1,000.00	\$60.00	\$940.00	6.00%
502 Sew Expenses		502-4012222-6025 CHEMICALS	\$190,000.00	\$39,407.38	\$150,592.62	20.74%
502 Sew Expenses		502-4012224-1183 COMPENSATION	\$113,000.00	\$26,064.64	\$86,935.36	23.07%
502 Sew Expenses		502-4012224-2100 MATCHING FICA EXPENSE	\$8,650.00	\$1,993.95	\$6,656.05	23.05%
502 Sew Expenses		502-4012224-3310 EQUIPMENT MAINTENANCE	\$5,000.00	\$593.57	\$4,406.43	11.87%
502 Sew Expenses		502-4012224-3330 REPAIR & MAINTENANCE	\$25,000.00	\$4,713.41	\$20,286.59	18.85%
502 Sew Expenses		502-4012224-6007 MATERIALS & SUPPLIES	\$3,000.00	\$4.89	\$2,995.11	0.16%
502 Sew Expenses		502-4012224-6019 SAFETY EQUIPMENT	\$500.00	\$0.00	\$500.00	0.00%
502 Sew Expenses		502-4094200-8109 SEWER LATERAL CAMERA	\$5,000.00	\$0.00	\$5,000.00	0.00%
502 Sew Expenses		502-4094200-8134 SEWER SYSTEM UPGRADES	\$300,000.00	\$0.00	\$300,000.00	0.00%
502 Sew Expenses		502-4094200-8225 COMPUTER REPLACEMENT/UP	\$10,000.00	\$0.00	\$10,000.00	0.00%
502 Sew Expenses		502-4094200-8411 CAPITAL RESRVE	\$15,544.60	\$0.00	\$15,544.60	0.00%
502 Sew Expenses		502-4094200-8602 3/4 T P-UP (1/2 VDOT)	\$15,000.00	\$13,971.02	\$1,028.98	93.14%
502 Sew Expenses		502-4094200-9007 WWTP PERMEATE PUMPS	\$20,000.00	\$0.00	\$20,000.00	0.00%
502 Sew Expenses		502-4094200-9009 BAR SCREEN WWTP	\$170,000.00	\$0.00	\$170,000.00	0.00%
502 Sew Expenses		502-4094200-9010 WWTP MEMBRANE GANTRY	\$160,000.00	\$0.00	\$160,000.00	0.00%
502 Sew Expenses		502-4094200-9011 HYDRAULIC THUMB(PW)	\$4,000.00	\$0.00	\$4,000.00	0.00%
502 Sew Expenses		502-4094200-9012 WWTP DRUM SCREEN REHAB	\$200,000.00	\$0.00	\$200,000.00	0.00%
502 Sew Expenses		502-4094200-9013 WWTP SLUICE GATE REP/MO	\$100,000.00	\$0.00	\$100,000.00	0.00%
502 Sew Expenses		502-4094300-5800 CONTINGENCY	\$45,455.40	\$0.00	\$45,455.40	0.00%
502 Sew Expenses		502-4095000-9118 VRA PRINCIPAL	\$470,000.00	\$235,000.00	\$235,000.00	50.00%
			\$3,130,180.00	\$604,709.58	\$2,525,470.42	19%
			\$6,260,360.00	\$1,154,766.65	\$5,105,593.35	18%

Item Title

Bond reduction request from DR Horton

Background/History/General Information DR Horton requests full release of Erosion and Sediment Control bonds and reduction of Public Improvement bonds for Fellowship Square and Shenandoah Crossing subdivisions. Per *Town of Berr., Subdivision Ordinance, July 2024, Art. VII-Performance Surety*, these bonds are normally held for a minimum of one year. This date is typically interpreted to refer to one year after the acceptance of the streets by Virginia Department of Transportation, which occurred 1 July 2024. DR Horton is not seeking release of ESC and Public Improvement bonds for Hermitage V at this time, but expects to present that request to Council in the near future.

Findings/Current Activity

The current amounts held are:

Fellowship Square: \$ 28,813.00, Erosion and Sediment Control
 \$ 351,423.30, Public Improvements

Shenandoah Crossing: \$ 217,361.00, Erosion and Sediment Control
 \$ 5,155,365.00, Public Improvements

On 23 April 2025, site visits/surveys were conducted to determine any necessary repairs. Spalling was noted and DR Horton addressed most of the requests. Attached is a report from a subsequent site visit 29 September 2025.

Other Considerations Based upon current market prices and notes from the walkover, the Town expects replacement of driveway aprons, sidewalk, curb and ramp for Fellowship Square and Shenandoah Crossing to amount to \$8,500. Additionally, a one-year maintenance bond of \$75,000 is recommended by Town engineers.

Fellowship Square & Shenandoah Crossing recommend bond retainage = \$83,500

Attachments

1. Walkover report from Pennoni

Recommendation

For Fellowship Square and Shenandoah Crossing subdivisions, staff recommends full release of Erosion and Sediment Control bonds. Staff recommends retaining \$83,500 in Public Improvement bonds.

Town of Berryville 9/29/25

Shenandoah Crossing/ Fellowship Square/ Hermitage final walkover for bond reduction

Mike Artz, Terry Russell, Doug

Shenandoah Crossing & Fellowship Square

Weeks

1. 521 driveway apron spalling
2. Mailbox sidewalk & ADA ramp – discoloration appears to be leftover wax curing compound that has never been cleaned off. Pressure washing may take care of that. Additionally the cracked ADA ramp and curb needs to be replaced. Please note that it's likely that crack was caused by the fact that the control joint ends at the curb. The control joint needs to continue through the curb otherwise the same thing will happen again.

Harper

1. 509 driveway apron spalling
2. 512 spalling – 14 sections of sidewalk & driveway apron,

October 14, 2025
Discussion / Action

Review of proposed FY27 Budget calendar

Overview

The treasurer has developed a draft FY27 Budget calendar for the Town Council's review. The Council and Town staff will follow the approved calendar throughout the upcoming budget preparation and approval process.

Attachment

- Draft FY27 Budget Calendar

Recommendation

Review the draft calendar and agree by consensus that the calendar meets the Council's needs.

DRAFT

BUDGET CALENDAR
FY 2026-2027

ACTIVITY	RESPONSIBILITY	DATE
Solicit Department CIP Requests	Department Heads	November 17, 2025
Council Budget Priorities Due	Town Council	December 1, 2025
Department CIP Requests Due	Town Treasurer	December 17, 2025
Solicit Dep Budget Requests	Town Treasurer	January 9, 2026
Departmental Budget Requests Due	Department Heads	February 2, 2026
Prepare Initial Revenue Estimates for Upcoming FY	Town Treasurer	January 9, 2026 February 2, 2026
Prepare Non-departmental Budget Requests	Town Treasurer	January 9, 2026 February 2, 2026
Review Department & CIP Budget Requests	Town Manager Town Treasurer	February 6, 2026 February 13, 2026
Review/Revise Budget Estimates with Dept Heads	Town Manager	February 6, 2026 February 13, 2026
Draft Budget submitted to TC for Review	Town Treasurer	February 17, 2026
TC Comments Due	Town Council	February 23, 2026
Budget Committee Work Session	B & F Committee Town Staff	February 23, 2026 A/B Meeting Room 3:00 p.m.
TC Packet submitted for work session	Town Treasurer	February 25, 2026
Council Budget Work session	Town Council Town Staff	March 2, 2026 Main Mtg Room 3:30 p.m.
PH Ad to Newspaper	Town Treasurer	March 17, 2026
Tax & Water and Sewer Fee Schedule PH Notice Published	Town Staff	March 31, 2026
Public Hearing Tax Rates & Water and Sewer Fee Schedule	Town Council	April 14, 2026
Council Meeting Set 2026 Tax Rates & Water and Fee Schedule	Town Council	April 14, 2026
Proof Budget	Town Treasurer	April 15, 2026 April 24, 2026
PH Ad to Newspaper	Town Treasurer	April 21, 2026
Budget PH Notice Published	Town Staff	April 28 & May 5, 2026
Public Hearing FY 2026-2027 Budget	Town Council	May 12, 2026
Adopt Budget & Appropriate Funds	Town Council	June 9, 2026
Print & Distribute Approved Budget	Town Treasurer	June 12, 2026 June 30, 2026

October 14, 2025
Discussion / Action

Review of VML/VACo Investment Pool Options

Overview

In late September the town manager met with representatives of VML/VACo Finance to discuss their investment pool.

The town manager is of the opinion that the VML/VACo Investment Pool is an excellent organization to consider when evaluating how best to invest Town reserves.

Attachment

- VML/VACo Finance Packet

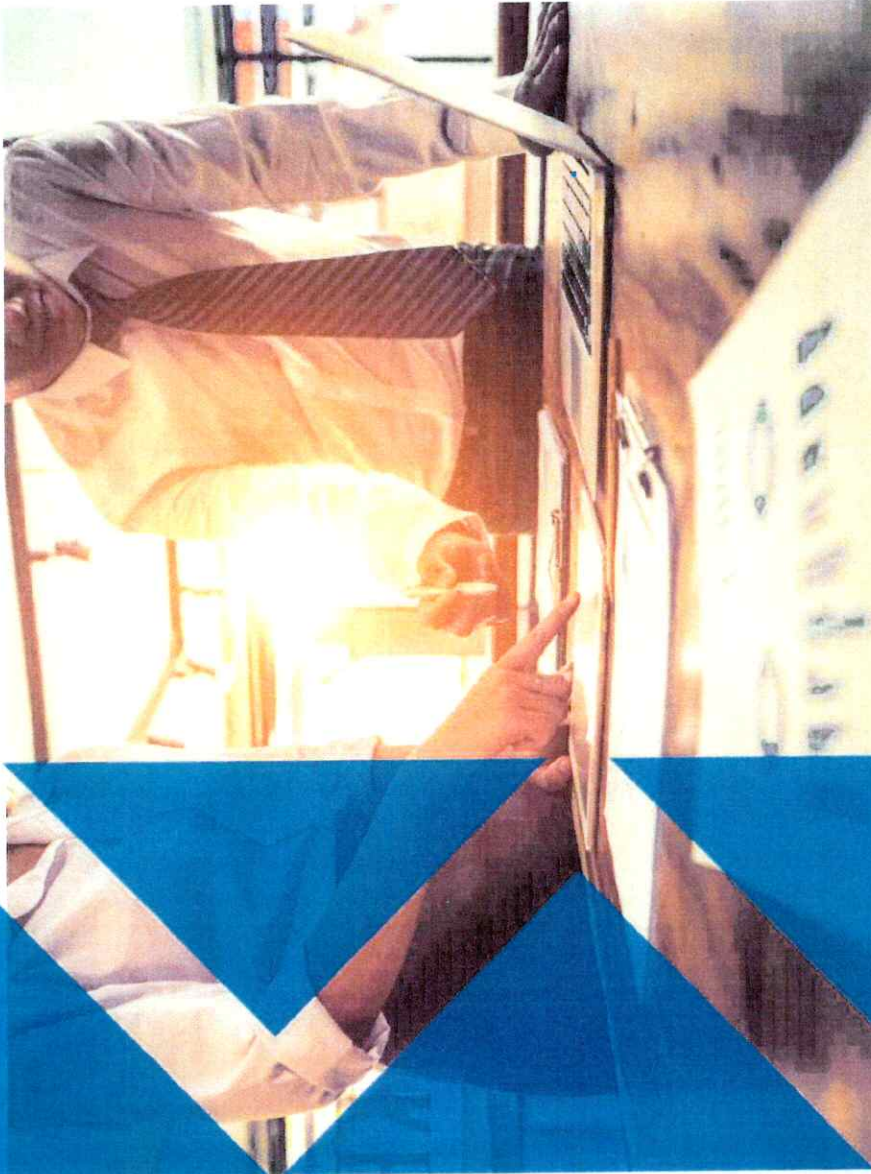
Recommendation

Ask the Council's Budget and Finance Committee to evaluate investment opportunities and report back to the Council with recommendations on investment of Town reserves.

Briefing for
Keith Dalton, Town Manager
Cindy Poulin, Treasurer
Town of Berryville

-
- **Financing & Municipal Advisory Services**
 - **Virginia Investment Pool (VIP)**

VML/VACO Finance
MSRB-registered Municipal Advisor



9.23.25

Table of Contents

- I. VML/VACo Finance Overview
- II. Financing & Municipal Advisory Services
- III. VACo/VML Virginia Investment Pool (VIP)

About VML/VACo Finance

- Non-profit corporation established in 2003 by the Virginia Municipal League (VML) and Virginia Association of Counties (VACo).
- Governed by Board of Directors comprised of local government officials appointed by VML and VACo.
- Municipal Advisor registered with the Municipal Securities Rulemaking Board & SEC.
- Services include:
 - ✓ Financing & Municipal Advisory: \$1.2B in projects *financed to date*
 - ✓ Pooled OPEB Trust & Virginia Investment Pool (VIP): \$6.0B in assets
 - ✓ Accounting Services

FINANCING & MUNICIPAL ADVISORY

- Team of registered Municipal Advisor representatives
- Financing & Municipal Advisory Services include:
 - Planning:
 - **Plan of Finance** – a roadmap for implementing your Capital Improvement Plan over the next five years.
 - **Credit Benchmarks & Debt Capacity** – credit profile compared to industry standards & peer localities. Recommendations with respect to sources of funding of capital projects – cash and debt.
 - Execution: We manage the financing process from beginning to end, regardless of financing method.

FINANCING & MUNICIPAL ADVISORY
Municipal Advisory Team

Robert W. Lauterberg, Managing Director

Education: B.S., University of Florida; M.B.A., The George Washington University

Previous: Executive Director, Virginia Resources Authority; Director, Virginia Department of Planning and Budget; Private sector strategic planning

Related: Municipal Advisor Representative (Series 50); Chair, Virginia Commission on Local Government; National League of Cities Public Finance Consortium, past chair

Scott G. Heleniak, Deputy Director

Education: B.S., The University of Hartford

Previous: Senior Equity Research Analyst, RBC Capital Markets; Equity Research Analyst, Ferris Baker Watts; Investment Banking/Research; Mann, Armistead & Epperson Ltd.

Related: Municipal Advisor Representative (Series 50); Extel/Institutional Investor Top-15 institutional equity analyst rankings for key covered sectors

Steven C. Mulroy, Managing Director

Education: B.S., Villanova University; M.B.A., New York University

Previous: Public sector investment banking, financial advisor

Related: Municipal Advisor Representative & Principal (Series 50 & 54); Director, Richmond Metropolitan Transportation Authority; National League of Cities Public Finance Consortium, founding member

David McQuillen, Associate Director

Education: B.A., University of Virginia

Previous: Commercial Banking, Information Technology Pricing

Related: Municipal Advisor Representative (Series 50)



Financing & Municipal Advisory

- Planning includes:
 - ✓ Evaluating your local government's capacity to use cash balances.
 - ✓ Assessing how much additional debt service your locality can absorb.
 - ✓ Determining the optimal combination of using cash and debt to fund capital projects and equipment identified in the Capital Improvement Plan over the next five years.
 - ✓ Results in an actionable plan and timeline for funding needed capital improvements and equipment.
- Grants are available from the non-profit Virginia Local Government Finance Corporation (VLGFC) for planning services. For 2025, grants are in the amount of \$7,000.

Financing & Municipal Advisory

- Financing Execution includes:
 - ✓ Comparing alternative loan structures to recommend the one most appropriate for your situation.
 - ✓ Issue Requests for Proposals to banks nationwide or lead financing team in the issuance of municipal bonds, as appropriate.
 - ✓ Advise on state and federal loan programs.
- VML/VACo facilitates debt financing through all sources:
 - ✓ Municipal bonds
 - ✓ Bank loans
 - ✓ Government loan & grant programs
 - ✓ Equipment lease-purchase financing

Recent Financings

Botetourt County – \$30.8M Municipal bonds

- New courthouse and expansion of County Administration bldg.
- Obtained first-time issuer rating of Aa1 (Moody's)

Carroll County Public Service Authority – \$3.0M Private bank placement

- Current refunding of wastewater project

Town of Christiansburg – \$9.3M Private bank placement

- New money project (Town Park project)

Town of Wytheville – \$2.5M Private bank placement

- New money Water & Sewer projects

Grayson County – \$10.9M Virginia Public School Authority

- Advance refunding of school project

Page County – \$6.9M Revenue bonds

- New money project (Solid waste project)

City of Covington - \$3.0M Private bank placement

- Current refunding of economic development project

Equipment Lease – Purchase Financing

- Services may be provided outside of a formal Municipal Advisory agreement.
- Lease-Purchase Financing enjoys numerous benefits:
 - Facilitates level budgeting for equipment purchases/replacement.
 - Among the lowest cost way to finance the acquisition of equipment.
 - The equipment serves as collateral for the financing, so you preserve your General Obligation debt capacity.
 - Approval is easy and rates are competitive.
 - Bond counsel opinion typically not required for loans under \$5M.

Equipment Leasing – How it Works

- VML/VACo Finance manages the procurement process to find the best financing terms and rates available for the acquisition of equipment – we access our banking relationships on your behalf.
- You select the equipment from any vendor of your choice. We handle the financing for you.
- VML/VACo Finance issues an RFP, screens proposals, presents the recommended proposal to the locality, and handles all negotiations.
- Both tax-exempt and taxable options available.
- Lease term based on the useful life of the equipment.

Recent Equipment Financings

City of Lexington, Virginia

- ❑ Loan amount: \$1,732,000
- ❑ Ladder Truck

City of Manassas Park, Virginia

- ❑ Loan amount: \$2,576,000
- ❑ School security system

Prince Edward County, Virginia

- ❑ Loan amount: \$4,984,000
- ❑ Emergency Radio System

Culpeper County, Virginia

- ❑ Loan amount: \$671,000
- ❑ Ambulances

Town of Herndon, Virginia

- ❑ Loan amount: \$300,000
- ❑ HVAC Equipment

Town of Rocky Mount, Virginia

- ❑ Loan amount: \$705,000
- ❑ Freightliner Dump Trucks

New River Resource Authority

- ❑ Loan amount: \$1,305,000
- ❑ Landfill Tractor

Isle of Wight County, Virginia

- ❑ Loan amount: \$600,000
- ❑ Police & Public Works Vehicles

Town of Farmville, Virginia

- ❑ Loan amount: \$4,896,000
- ❑ Energy Saving Improvements

Powhatan County, Virginia

- ❑ Loan amount: \$832,686
- ❑ School Buses



VACO/VML Virginia Investment Pool (VIP)

- Created in 2013 by local Treasurers and investment officers to provide a professionally managed investment program for local governments and political subdivisions of the Commonwealth.
- Legislation specifically recognizing jointly-administered investment pools was unanimously approved by the General Assembly in 2017.
- Organized as a governmental trust (IRC Section 115). *Not a “product.”* VIP is owned and controlled by local governments and authorities.
- As of June 30, 2025, VIP portfolios had a combined:
 - \$3.9 billion** in assets
 - 191** participating political subdivisions



VIP is Local Governments Investing Jointly

- Benefits of our approach:
 - ✓ Accountability to Treasurers and Investment Officers – *VIP's owners*
 - ✓ Consistent record of competitive returns
 - ✓ Highly-rated portfolios with continuous oversight
 - ✓ Customer-focused and user-friendly

- Funds managed by PTMA Financial Solutions, an SEC-registered investment advisor:
 - ✓ A best-in-class fund manager with **\$154 billion** in assets under management
 - ✓ Focused on management of short-term, fixed income investments for state and local governments.



VIP Board of Trustees – FY 2025

Fred W. Parker, MGT
Chairman
Washington County

Jody Acosta, MGT
City of Falls Church

Jay Bernas, P.E.
Hampton Roads Sanitation District

Bonnie Dickson, MGT
Lancaster County

Howard Kartel, CPA
Town of Culpeper

Patricia Richie-Folks, MGT
City of Manassas

Dean A. Lynch, CAE
Virginia Association of Counties (*ex officio*)

Leigh Henderson, CTP, MGT
Vice Chairman
City of Virginia Beach

Dinah M. Babb, MGT
City of Franklin

Carla de la Pava, MGT
Arlington County

Charles Evelyn III
New Kent County

Rebecca Longnaker, CPA
Chesterfield County

Delores Smith, CPA, MGT
Wise County

Michelle Gowdy
Virginia Municipal League (*ex officio*)

Note: Voting members of the VIP Board of Trustees are elected at Annual Meetings of participants.



VIP's investment options

Portfolio Characteristics	Stable NAV Liquidity Pool	COMING SOON VIP Fixed Term Portfolios	1-3 Year High Quality Bond Fund
Key Attributes	<ul style="list-style-type: none"> Daily liquidity Stable Net Asset Value 	<ul style="list-style-type: none"> Specific maturity dates Fixed rate of return if held to maturity 	<ul style="list-style-type: none"> Longer term yields Net Asset Value experiences low volatility
How Used	<ul style="list-style-type: none"> Short-term cash needs Link to bank account 	<ul style="list-style-type: none"> Cash needs with a specific term Seasonal cash flow management 	<ul style="list-style-type: none"> Longer-term fund balances over one year
Liquidity	Daily	3, 6, 9, or 12 months; Subject to penalty for early withdrawal	Semi-Monthly; Intended for investments over one year.
Composition (partial listing)	Negotiable CDs, Commcl Paper, Repos	US Treasuries & Agencies, Commcl Paper, Repos, Negot. CDs	US Treasuries & Agencies, High Quality Corporate Bonds
Rating	AAAam (S&P)	AAAf (Fitch)	AA+f/S1 (S&P)

Past performance is not necessarily indicative of future results.



VIP Stable NAV Liquidity Pool

- Features:
 - ✓ Safety – Stable net asset value and S&P rating of AAAm
 - ✓ Daily liquidity – **2 PM** cutoff for same day funds
 - ✓ Highly competitive rates – current net yield is **4.45%***
 - ✓ No minimum balance or account maintenance fee
 - ✓ Establish separate accounts to track project funds at no additional cost
 - ✓ Stable NAV liquidity yields tracks closely with the Federal Funds rate
- Appropriate for bond proceeds
- ✓ Complete arbitrage monitoring & rebate reports at no additional cost
- Yields posted daily at virginiainvestmentpool.org.

**Yield as of September 16, 2025. Past performance is not necessarily indicative of future results.*



VIP 1-3 Year High Quality Bond Fund

- A portfolio invested in **high-quality, short-term fixed income** securities.
 - Portfolio benchmark: ICE BofA Merrill Lynch 1-3 Year Corporate & Government Index
- **Access funds twice a month**, generally with 5 days' notice
- The portfolio is marked-to-market twice per month
- Rated "**AA+f/S1**" by Standard & Poor's. "S1" indicates the lowest level of volatility on S&P's rating scale
- Gross market yield as of 6/30/2025: 3.81%* (*Rate applicable to new investors*)
- Total Return for 12 months ending 6/30/2025: 5.69%. (*Includes price appreciation and income, before fees*)
- Outperformed its key benchmark on a total-return basis for 9 of the past 10 years

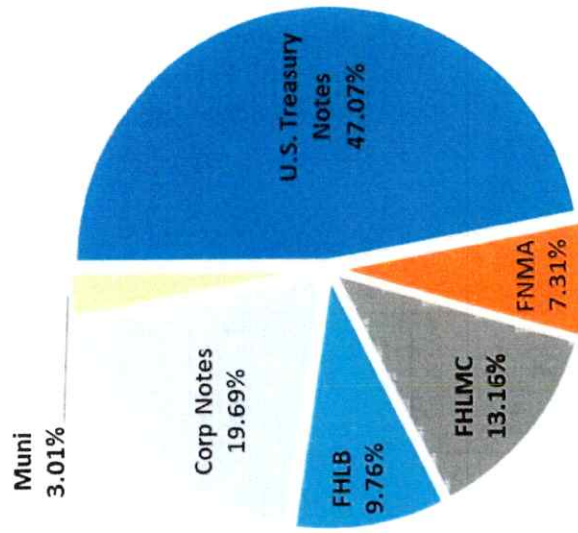
*Fees range from 0.08% to 0.17% based upon size of investment. Past performance is not necessarily indicative of future results.



VIP 1-3 Year High Quality Bond Fund

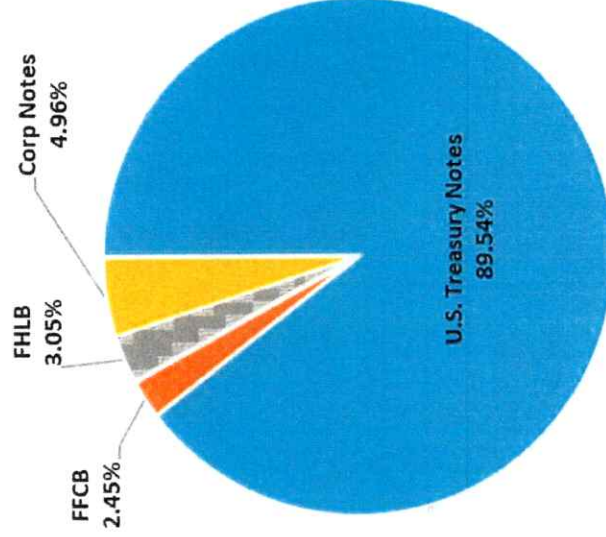
Portfolio is actively managed to adjust to changing market conditions.

Portfolio Security Distribution



June 2018

Portfolio Security Distribution



June 2025

Source: PTMA Financial Solutions



Volatility: 1-3 Year Corp/Gov Historical Total Returns

	Q1	Q2	Q3	Q4	Annual
2004	1.05	-1.14	1.07	0.06	1.03
2005	-0.26	1.20	0.09	0.67	1.72
2006	0.47	0.65	2.01	0.99	4.18
2007	1.42	0.73	2.50	2.26	7.08
2008	2.85	-0.70	1.12	2.96	6.33
2009	0.20	0.46	0.96	0.15	1.77
2010	0.77	1.07	0.73	-0.12	2.47
2011	0.10	0.85	0.40	0.15	1.51
2012	0.12	0.21	0.33	0.10	0.76
2013	0.14	-0.13	0.32	0.09	0.42
2014	0.14	-0.13	0.32	0.09	0.67
2015	0.16	0.29	0.03	0.18	0.59
2016	0.53	0.14	0.33	-0.41	0.93
2017	0.91	0.54	-0.08	-0.44	0.55
2018	0.30	0.22	0.27	-0.23	1.64
2019	-0.13	0.24	0.24	1.28	3.64
2020	2.62	0.29	0.12	0.07	3.12
2021	-0.04	-0.02	0.06	-0.53	-0.53
2022	-2.34	-0.52	-1.57	0.75	-3.66
2023	1.56	-0.55	0.74	2.52	4.31
2024	0.32	0.95	2.87	-0.05	4.13
2025	1.60	1.19			

2021 - 2022
 Low Yields + Increasing Rates = Negative Total Return

2023 - 2024
 Higher Yields + Stable/Declining Rates = Positive Total Return



Source: ICE BofA Indices. Past performance is not necessarily indicative of future results.



VIP Fixed Term Portfolios – Coming Soon!

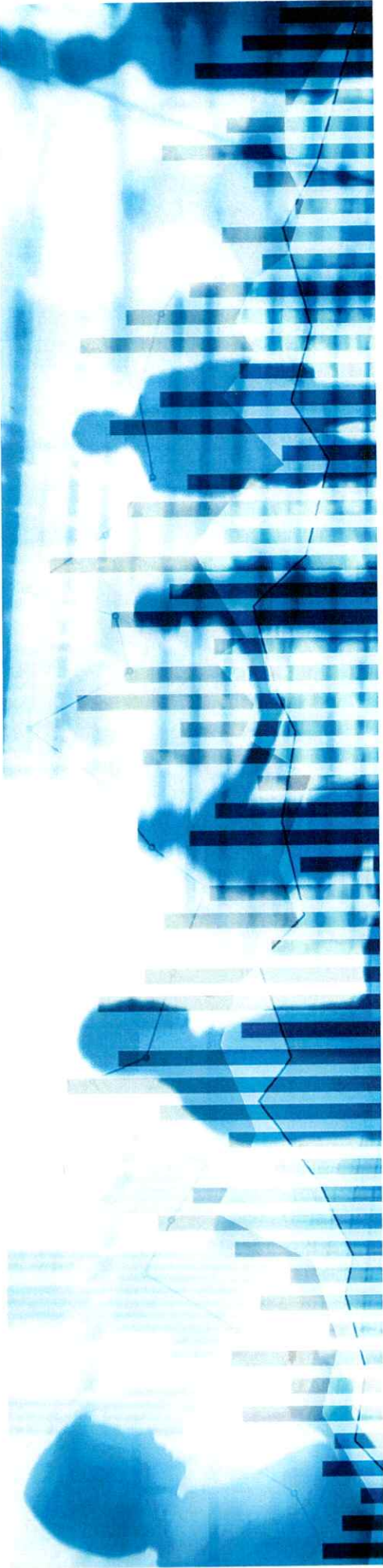
- Bridges the gap between VIP Stable NAV Liquidity Pool and VIP 1-3 Year High Quality Bond Fund
- Offers Participants the ability to lock-in a fixed rate of return over a fixed time horizon
 - Participants can select portfolios with a time horizon of 3, 6, 9, or 12 months
- Avoids interest rate volatility
 - Declining rates have a negative impact on the Liquidity Pool yields
 - Increasing rates negatively impact the total return of the 1-3 Year High Quality Bond Fund
- Professionally managed, safe (AAAf rated by Fitch), and approved for Virginia local governments

Past performance is not necessarily indicative of future results.

Handwritten notes on a yellow sticky note:
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-> Nov 15 - 12/15
close in.

VML/VACo Finance's Mission

- Provide high-quality financial services to all political subdivisions in Virginia.
- Deliver solutions that meet the needs of clients and exceed expectations.
- Treat clients fairly and with integrity.
- Employ staff with subject matter expertise and highest professional standards.



Thank you.

www.valocalfinance.org

804.648.0635

Steve Mulroy
Managing Director
smulroy@valocalfinance.org

Scott Heleniak
Deputy Director
sheleniak@valocalfinance.org

**VIRGINIA INVESTMENT POOL
TRUST FUND AGREEMENT**

THIS AGREEMENT (the "Agreement"), is made by and among the Participating Political Subdivisions that execute Trust Joinder Agreements to participate in the Virginia Investment Pool Trust Fund, their duly elected Treasurers or other Chief Investment Officers empowered by law to invest the public funds of such Participating Political Subdivisions, and the individuals named as Trustees pursuant to Section 107 hereof and their successors (the "Board of Trustees"). The Participating Political Subdivisions and their Treasurers or Chief Investment Officers hereby establish with the Board of Trustees, and the Board of Trustees hereby accepts, under the terms of this Agreement, a trust for the purpose of investing moneys belonging to or within the control of the respective Participating Political Subdivisions as allowed by law.

WITNESSETH:

WHEREAS, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*) of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

WHEREAS, the City of Chesapeake and the City of Roanoke have adopted ordinances approving participation in the Virginia Investment Pool for each such locality; and

WHEREAS, the Participating Political Subdivisions and their Treasurers or Chief Investment Officers and the Board of Trustees of the Virginia Investment Pool Trust Fund (herein referred to as the "Trust Fund") hereby establish a trust for the purpose of investing monies belonging to or within the control of the Participating Political Subdivisions, respectively, other than sinking funds, in investments authorized under Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*); and

WHEREAS, the parties intend that the Trust Fund hereby established shall constitute a tax-exempt governmental trust under Section 115 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, the parties hereto mutually agree as follows:

PART 1- GENERAL PROVISIONS

Section 100. APPLICATION.

The provisions of Part 1 are general administrative provisions applicable to each Part of this Agreement and provisions applicable to the Board of Trustees.

Section 101. NAME

The name of the trust created by this Agreement shall be the "Virginia Investment Pool Trust Fund" and the Board shall conduct the Trust's activities, execute all documents and sue or be sued under that name. The Board may use such other designations, including "VIP", and may adopt such other names for the Trust as the Board deems proper, and the Trust may hold property and conduct its activities under such designations or names. The Board shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the laws of the Commonwealth of Virginia or the United States of America so as to protect and reserve the right of the Trust in and to such names.

Section 102. DEFINITIONS.

The following definitions shall apply to this Agreement, unless the context of the term indicates otherwise, and shall govern the interpretation of this Agreement:

A. Administrator. The term "Administrator" means the Virginia Local Government Finance Corporation (d/b/a "VML/VACo Finance") or any successor designated by the Board of Trustees to administer the Trust Fund.

B. Beneficial Interest. The right of a party to some distribution or benefit from the Trust Fund; a vested interest in the Trust Fund's assets.

C. Business Day. Means a day on which banks are not required or authorized by law to close in the State and on which the Investment Advisor or Custodian is not closed.

D. Code. The term "Code" means the Internal Revenue Code of 1986, as amended, and, as relevant in context, the Internal Revenue Code of 1954, as amended.

E. Custodian. The term "Custodian" means the banks, mutual funds, insurance companies or other qualified entities selected by the Board of Trustees, under a separate written document with each, to accept contributions from Participating Political Subdivisions and to hold the assets of the Trust Fund.

F. Effective Date. The term "Effective Date" means the date coinciding with the last to occur of each of the following events: (i) passage of an ordinance by each of the City of Chesapeake and the City of Roanoke approving such governmental entities as Participating Political Subdivisions in the Trust Fund; (ii) execution by the authorized officer of each such governmental entity of the Trust Joinder Agreement; (iii) execution of this Agreement by all members of the initial Board of Trustees and the Administrator; and (iv) any contribution of cash to the Trust by a Participating Political Subdivision.

G. Participating Political Subdivision. The term "Participating Political Subdivision" means any county, city, town, or other political subdivision within the State whose governing body has passed an ordinance or resolution to participate in the Trust Fund, or is otherwise entitled to participate in accordance with State law, and whose Treasurer or Chief Investment Officer, serving as trustee for such Participating Political Subdivision, executes a Trust Joinder Agreement, as provided in Section 301 hereof.

H. Treasurer. The term "Treasurer" means an officer described in Article VII, Section 4, of the Constitution of Virginia who shall serve as the trustee and representative of its Participating Political Subdivision for purposes of this Agreement. Treasurers shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement. Nothing in this agreement shall be construed to limit the discretion of a duly elected Treasurer to invest the public funds of his or her political subdivision in any manner otherwise permitted by law, nor shall the decision of any local governing body to become a Participating Political Subdivision under this agreement compel any duly elected Treasurer having responsibility for such investments of public funds to invest any the locality's funds in the Trust Fund created under this Agreement.

I. Chief Investment Officer. The term "Chief Investment Officer" means an officer designated by the governing body of a Participating Political Subdivision to invest public funds on behalf of the political subdivision and to serve as the trustee of such Participating Political Subdivision with respect to the Trust Fund, but only in a political subdivision that does not have an elected treasurer empowered by law to perform those functions. The term "Chief Investment Officer" may include certain individuals holding the title of "treasurer" for the political subdivision but who are not included in the definition in Subsection F. Each Treasurer or Chief Investment Officer, as the case may be, shall be the trustee and representative of his or her Participating Political Subdivision for purposes of this Agreement and shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement.

J. Fiscal Year. The first fiscal year of the Trust Fund shall be a short fiscal year beginning on the Effective Date of this Agreement and ending on June 30, 2014. Each subsequent fiscal year of the Trust Fund shall begin on the first day of July and end on the thirtieth day of June.

K. Investment Advisor. Shall mean any person or persons appointed, employed or contracted with by the Administrator on behalf of the Trust pursuant to Section 202 C. hereof.

L. Investment Policy. The term "Investment Policy" means the Virginia Investment Pool Trust Fund Investment Policy, as established by the Board of Trustees, as amended from time to time.

M. Prudent Person. A person who conducts himself faithfully, with intelligence, and exercising sound discretion in the management of his affairs, not in regard to speculation, but in regard to the permanent disposition of his funds, considering the probable income, as well as the probable safety of capital to be invested.

N. State. The term "State" means the Commonwealth of Virginia.

O. Trust Fund. The term "Trust Fund" means the Virginia Investment Pool Trust Fund, comprised of all of the assets set aside hereunder.

P. Trust Joinder Agreement. The term "Trust Joinder Agreement" means the agreement, in the form attached hereto as Exhibit A, pursuant to which the Participating Political Subdivision joins in the Trust Fund, with the Treasurer or Chief Investment Officer, as the case may be, serving as the trustee of such Participating Political Subdivision, and agrees to be bound by the terms and conditions of the Virginia Investment Pool Trust Fund Agreement, as provided in Section 301 hereof.

Q. Trustees. The term "Trustees" means the individuals who serve on the Board of Trustees of the Trust Fund pursuant to Section 107 hereof and their successors.

R. Virginia Code. The term "Virginia Code" means the laws embraced in the titles, chapters, articles and sections designated and cited as the "Code of Virginia," under the laws of the State.

S. VIP Stable NAV Liquidity Pool. The name of one of the portfolios of the Virginia Investment Pool Trust Fund in which assets are invested to facilitate overnight liquidity and the maintenance of a stable Net Asset Value, with the price of shares in the portfolio targeted to maintain a value of \$1.00.

T. VIP 1-3 Year High Quality Bond Fund. The name of one of the portfolios of the Virginia Investment Pool Trust Fund in which assets are invested in fixed income securities benchmarked with the ICE Bank of America Merrill Lynch 1-3 Year AAA-AA Corporate/Government Index. The Pool is intended for the management of assets that Participating Political Subdivisions intend to invest for one year or longer.

U. VIP Fixed Term Portfolios. The name assigned to a series of closed-end pooled portfolios within the Virginia Investment Pool Trust Fund, each with a specified date of final maturity. Participants may invest in shares of a particular Fixed Term Portfolio matching their chosen term as such portfolios are periodically offered pursuant to a schedule determined by the Administrator. Fixed Term Portfolios may include, but are not limited to, three-, six-, nine-, and twelve-month maturities.

Section 103. GENERAL DUTIES AND MEETINGS OF THE BOARD OF TRUSTEES.

A. General Duties. The Board of Trustees and each Investment Manager appointed pursuant to this Agreement shall discharge their respective duties under this Agreement solely as follows: (i) except as otherwise provided by any applicable provision of any statute, regulation, ordinance, or resolution, for the exclusive purpose of fulfilling the investment objectives of the Participating Political Subdivisions and defraying the reasonable expenses of administering the Trust Fund; (ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and (iii) by diversifying the investments of the Trust Fund so as to minimize the risk of large losses unless under the circumstances, it is clearly prudent not to do so. However, the duties and obligations of the Board of Trustees and each Investment Manager, respectively, as such, shall be limited to those expressly imposed upon them, respectively, by this Agreement. The Board of Trustees shall administer the Trust Fund in compliance with Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 et. seq.)

1. Authority of the Trustees. The Trustees shall have the power and authority and shall be charged with the duty of general supervision and operation of the Trust Fund, and shall conduct the business and activities of the Trust Fund in accordance with this Agreement, the Trust Joinder Agreements, rules and regulations adopted by the Board of Trustees and applicable law.

2. Trustees' Liabilities. No Trustee shall be liable for any action taken pursuant to this Agreement in good faith or for an omission except bad faith or gross negligence, or for any act of omission or commission by any other Trustee. The Trustees are hereby authorized and empowered to obtain, at the expense of the Trust Fund, liability insurance fully protecting the respective Trustees, the Administrator, and the Trust Fund from any loss or expense incurred, including reasonable attorney's fees, for all acts of the Trustees except bad faith or gross negligence. The Trust Fund shall save, hold harmless and indemnify the Trustees and Administrator from any loss, damage or expense incurred by said persons or entities while acting in their official capacity excepting bad faith or gross negligence.

3. Standard of Review. In evaluating the performance of the Trustees, compliance by the Trustees with this Agreement must be determined in light of the facts and circumstances existing at the time of the Trustees' decision or action and not by hindsight.

4. Limitations on Liabilities. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

- a. The Trustees shall have no duties other than those expressly set forth in this Agreement and those imposed on the Trustees by applicable laws.
- b. The Trustees shall be responsible only for money actually received by the

Trustees, and then to the extent described in this Agreement.

- c. The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.
- d. The Trustees shall have no liability for the acts or omissions of any predecessor or successor in office.
- e. The Trustees shall have no liability for (i) the acts or omissions of any Investment Advisor or Advisors, or Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any mutual fund; or (iv) following directions that are given to the Trustees by the Treasurer or Chief Investment Officer in accordance with this Agreement.

B. Reliance on Counsel. The Board of Trustees may employ, retain or consult with legal counsel, who may be counsel for the Administrator, concerning any questions which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement; and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees in good faith in accordance with the opinion of such counsel, and the Trustees shall not be individually or collectively liable therefor.

C. Meetings. The Board of Trustees shall meet at least three times per year, and more frequently if called, at the principal office of the Trust Fund or at such other location as may be acceptable to a majority of the Trustees. One such meeting of the Board of Trustees shall be held as soon as practicable after the adjournment of the annual meeting of Treasurers or Chief Investment Officers of Participating Political Subdivisions at such time and place as the Board of Trustees may designate. Other meetings of the Board of Trustees shall be held at places within the Commonwealth of Virginia and at times fixed by resolution of the Board of Trustees, or upon call of the Chairperson of the Board or a majority of the Trustees, on not less than ten (10) days' advance notice. Such notice shall be directed to the Trustees by U. S. mail to the respective addresses of the Trustees as recorded in the office of the Trust Fund or by electronic mail. The notice of any special meetings of the Board of Trustees shall state the purpose of the meeting.

A majority of the number of Trustees elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. Each Trustee shall be entitled to cast a single vote of equal weight on each question coming before the Board. Proxy voting is not allowed. The act of a majority of Trustees present at a meeting at which a quorum is present, shall be the act of the Board of Trustees unless otherwise specified in this agreement. Less than a quorum may adjourn any meeting.

Robert's Rules of Order Newly Revised (11th edition) shall be the parliamentary authority for the Board of Trustees.

D. Office of the Trust Fund. The Administrator shall establish, maintain and provide adequate funding for an office for the administration of the Trust Fund. The address of such office is to be made known to the parties interested in or participating in the Trust Fund and to the appropriate governmental agencies. The official books and records pertaining to the Trust Fund and its administration shall be kept and maintained at the office of the Trust Fund.

E. Execution of Documents. A certificate signed by a person designated by the Board of Trustees to serve as Secretary shall be evidence of the action of the Trustees, and any such certificate or other instrument so signed shall be kept and maintained at the office of the Trust Fund and may be relied upon as an action of the Trustees.

F. Appointment and Removal of Administrator. The Virginia Local Government Finance Corporation is hereby initially designated the Administrator pursuant to an administrative services agreement between the parties. The Board of Trustees shall provide compensation for the Administrator to administer the affairs of the Trust Fund. Any three (3) Trustees may call for a vote of the Board of Trustees to remove the Administrator by providing no less than 30 days' notice to the other Trustees and to the Administrator. A vote will be scheduled at the next meeting of the Board of Trustees, for which sufficient notice can be given, at which meeting the Administrator may be removed on a majority vote of the Trustees then serving. Upon removal of the Administrator, the Board of Trustees shall designate a successor Administrator.

G. Duty to Furnish Information. The Treasurers or Chief Investment Officers and the Board of Trustees shall furnish to each other any document, report, return, statement or other information that the other reasonably deems necessary to perform duties imposed under this Agreement or otherwise imposed by law.

H. Reliance on Communications. The Board of Trustees may rely upon a certification of a Treasurer or Chief Investment Officer with respect to any instruction, direction, or approval of its Participating Political Subdivision and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Treasurer or Chief Investment Officer and its Participating Political Subdivision.

Section 104. ADMINISTRATIVE POWERS AND DUTIES.

A. Trustees. The Board of Trustees, in addition to all powers and authorities under common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), and subject to the requirements and limitations imposed by the common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), shall have and in its sole and absolute discretion may exercise from time to time and at any time, either through its own actions, delegation to the Administrator, or through a Custodian selected by the Board of Trustees, the following administrative powers and authority with respect to the Trust Fund:

1. To receive for the purposes hereof all cash contributions paid to it by or at the direction of the Participating Political Subdivisions or their Treasurers or Chief Investment Officers.

2. To hold, invest, reinvest, manage, administer and distribute cash balances as shall be transferred to the Trustees from time to time by the Participating Political Subdivisions or their Treasurers or Chief Investment Officers and the increments, proceeds, earnings and income thereof for the exclusive benefit of Participating Political Subdivisions.

3. To continue to hold any property of the Trust Fund that becomes otherwise unsuitable for investment for as long as the Board of Trustees in its discretion deems desirable; to reserve from investment and keep unproductive of income, without liability for interest, cash temporarily awaiting investment and such cash as it deems advisable, or as the Administrator from time to time may specify, in order to meet the administrative expenses of the Trust Fund or anticipated distributions therefrom.

4. To hold property of the Trust Fund in the name of the Trust Fund, or in the name of a nominee or nominees (e.g., registered agents), without disclosure of the trust, or in bearer form so that it will pass by delivery, but no such holding shall relieve the Board of Trustees of its responsibility for the safe custody and disposition of the Trust Fund in accordance with the provisions of this Agreement; the books and records of the Board of Trustees shall show at all times that such property is part of the Trust Fund and the Board of Trustees shall be absolutely liable for any loss occasioned by the acts of its nominee or nominees with respect to securities registered in the name of the nominee or nominees.

5. To employ in the management of the Trust Fund suitable agents, without liability for any loss occasioned by any such agents, so long as they are selected with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

6. To make, execute and deliver, as trustee, any deeds, conveyances, leases, mortgages, contracts, waivers or other instruments in writing that it may deem necessary or desirable in the exercise of its powers under this Agreement.

7. To do all other acts that it may deem necessary or proper to carry out any of the powers set forth in this Section 104 or Section 202, to administer or carry out the purposes of the Trust Fund, or as otherwise is in the best interests of the Trust Fund; provided, however, the Board of Trustees need not take action unless in its opinion there are sufficient Trust Fund assets available for the expense thereof.

8. To adopt rules and regulations governing the Trustees' operations and procedures.

9. To contract with municipal corporations, political subdivisions and other public entities of State or of local government and private entities for the provision of Trust Fund services and for the use or furnishing of services and facilities necessary, useful, or incident to providing Trust Fund services.

10. To advise the Administrator on the establishment of expectations with regard to the provision of administrative services and the establishment of appropriate fee levels.

11. To establish and charge fees for participation in the Trust Fund and for additional administrative services provided to a Participating Political Subdivision in addition to any fees charged by other administrative service providers.

12. To collect and disburse all funds due or payable from the Trust Fund, under the terms of this Agreement.

13. To provide for and promulgate all rules, regulations, and forms deemed necessary or desirable in contracting with Treasurers and Chief Investment Officers and their Participating Political Subdivisions, in fulfilling the Trustees' purposes and in maintaining proper records and accounts.

14. To employ insurance companies, banks, trust companies, investment brokers, investment advisors, or others as agents for the receipt and disbursement of funds held in trust for Participating Political Subdivisions.

15. To determine, consistent with the applicable law and the procedures under the Trust Fund, all questions of law or fact that may arise as to investments and the rights of any Participating Political Subdivision to assets of the Trust Fund.

16. Subject to and consistent with the Code and the Virginia Code, to construe and interpret the Trust Agreement and to correct any defect, supply any omissions, or reconcile any inconsistency in the Agreement.

17. To contract for, purchase or otherwise procure insurance and investment products.

B. Administrator. Pursuant to an administrative services agreement between the Board of Trustees and the Administrator, the Administrator shall have the power and authority to implement policy and procedural matters as directed by the Board of Trustees as they relate to the ongoing operation and supervision of the Trust Fund and the provisions of this Agreement and applicable law. The Administrator shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. The premium on such bond shall be paid from the Trust Fund, which bond shall be continued in force in such amount as the Board of Trustees may from time to time require. If the Administrator's bond is refused, or is ever cancelled, the Administrator may be removed on a majority vote of the Trustees then serving.

Section 105. TAXES, EXPENSES AND COMPENSATION OF TRUSTEES.

A. Taxes. The Administrator, without direction from the Board of Trustees, shall pay out of the Trust Fund all taxes, if any, properly imposed or levied with respect to the Trust Fund, or any part thereof, under applicable law, and, in its discretion, may contest the validity or amount of any tax, assessment, claim or demand respecting the Trust Fund or any part thereof.

B. Expenses and Compensation. The Board of Trustees is authorized to set aside from Participating Political Subdivision contributions received and the investment income earned thereon a reasonable sum for the operating expenses and administrative expenses of the Trust Fund including but not limited to, the employment of such administrative, legal, accounting, and other expert and clerical assistance, and the purchase or lease of such materials, supplies and equipment as the Board of Trustees, in its discretion, may deem necessary or appropriate in the performance of its duties, or the duties of the agents or employees of the Trust Fund or the Trustees.

All remaining funds coming into the Trust shall be set aside, managed and used only for the benefit of Participating Political Subdivisions.

Section 106. COMMUNICATIONS.

Until notice is given to the contrary, communication to the Trustees or to the Administrator shall be sent to them at the Trust Fund's office in care of the Administrator. The Administrator's address is VML/VACo Finance at 8 E. Canal Street, Richmond, VA 23219.

Section 107. APPOINTMENT, RESIGNATION OR REMOVAL OF TRUSTEES.

A. Appointment of Trustees and Length of Appointment. The number of Trustees serving on the Board of Trustees shall be fourteen (14).

1. The initial group of Trustees to establish the Trust Fund will be comprised as follows: (a) the Treasurer of the City of Chesapeake, (b) the Treasurer of the City of Roanoke, (c) five (5) individuals designated by the Board of Directors of the Virginia Association of Counties ("VACo"), (d) five (5) individuals designated by the Board of Directors of the Virginia Municipal League ("VML"), (e) the Executive Director of VACo, who shall serve as a non-voting *ex officio* trustee, and (f) the Executive Director of VML, who shall serve as a non-voting *ex officio* trustee. VACo and VML shall give priority for appointment to Treasurers and Chief Investment Officers. The appointees of VACo and VML serve until successor trustees are elected at the first annual meeting of the Treasurers and Chief Investment Officers.

2. With the first annual meeting of the Treasurers and Chief Investment Officers, the Board of Trustees shall be divided into three classes, A, B, and C. Class A will include the Treasurers of the two founding Participating Political Subdivisions, who shall continue to serve for two 3-year terms until successor trustees are elected at the annual meeting of the Treasurers and Chief Investment Officers to be held in Fiscal Year 2021

(the "Fiscal Year 2021 annual meeting"), and two trustees to be elected to serve until successor trustees are elected at the annual meeting to be held in Fiscal Year 2018. Class B, will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2017. Class C will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2016.

One of the Class B seats and one of the Class C seats will be designated to be filled by a Treasurer or Chief Investment Officer of a locality with a population of 75,000 or less, according to the latest decennial census. Individuals who do not meet this requirement may not be nominated for a seat so designated.

3. On or after July 1, 2014, the Trustees shall solicit nominations from the Treasurers and Chief Investment Officers of Participating Political Subdivisions for two Class A, four Class B, and four Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustees by vote at the Fiscal Year 2015 annual meeting of the Treasurers and Chief Investment Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

4. On or after July 1, 2015, the Trustees shall solicit nominations from Treasurers and Chief Investment Officers of Participating Political Subdivisions for Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustee by vote at the Fiscal Year 2016 annual meeting of the Treasurers and Chief Operating Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

5. At each annual meeting of Treasurers and Chief Investment Officers following the transitional period, the successors to the class of Trustees whose terms shall then expire shall be identified as being of the same class as the trustees they succeed and elected to hold office for a term expiring at the third succeeding annual meeting of Treasurers and Chief Investment Officers. Trustees shall hold their offices until the next annual meeting of Treasurers and Chief Investment Officers for such Trustee's respective Class and until their successors are elected and qualify.

6. At each annual meeting of the Treasurers and Chief Investment Officers,

the incumbent Trustees will present all nominations received for each class of Trustees (A, B, and/or C) for which an election is to be held and entertain nominations from the floor. If a Treasurer or Chief Investment Officer does not designate a particular class for its nominee(s), such names will be included on the lists of eligible nominees for each class for which an election is to be held unless the individual named is elected to another seat.

7. No individual Trustee may be elected or continue to serve as a Trustee after becoming an owner, officer or employee of the Administrator, an Investment Advisor, an Investment Manager or a Custodian. Beginning with the FY 2017 annual meeting, no Trustee may be elected or continue to serve as a Trustee unless he or she is a Treasurer or Chief Investment Officer of a Participating Political Subdivision or has received a delegation of authority according to the requirements of Section 107(A)(8). In the event that there are not a sufficient number of eligible nominees as of the date of the annual meeting, the position will be declared vacant.

8. A Treasurer or Chief Investment Officer may delegate to a subordinate officer who holds investment responsibilities the authority to seek election to and serve as a member of the Board of Trustees as a representative of the Participating Political Subdivision. Such officers will be entitled to the same rights and responsibilities as Treasurers and Chief Investment Officers with respect to seeking election to and serving on the Board of Trustees. The delegation of authority and any subsequent rescission of a delegation of authority must be delivered in writing to the Secretary of the Board of Trustees. If a delegation of authority is rescinded, the affected position on the Board of Trustees will be considered vacated. All references to "Treasurers" and "Chief Investment Officers" in Section 107 will pertain equally to such individuals delegated authority under this provision.

9. Each Trustee and each successor Trustee shall acknowledge and consent to his or her election as a Trustee at the annual meeting at which he/she is elected or, if subsequent to the annual meeting, by giving written notice of acceptance of such election to the Chairperson of the Trustees.

B. Resignation of a Trustee.

1. A Trustee may resign from all duties and responsibilities under this Agreement by giving written notice to the Chairperson of the Trustees. The Chairperson may resign from all duties and responsibilities under this Agreement by giving written notice to all of the other Trustees. Such notice shall state the date such resignation shall take effect and such resignation shall take effect on such date but not later than sixty (60) days after the date such written notice is given.

2. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Administrator at the principal office of the Trust Fund any and all records, books, documents or other property in his or her possession or under his or her control which belong to the Trust Fund.

C. Removal of a Trustee. Each Trustee, unless due to resignation, death, incapacity, removal, or conviction of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, shall serve and shall continue to serve as Trustee hereunder, subject to the provisions of this Agreement.

A Trustee shall relinquish his or her office or may be removed by a majority vote of the Trustees then serving or *ipso facto* when the Employer which he/she represents is no longer a Participating Political Subdivision in the Trust Fund. Notice of removal of a Trustee shall be furnished to the other Trustees by the Chairperson of the Trustees and shall set forth the effective date of such removal. Notice of removal of the Chairperson shall be furnished to the other Trustees by the Administrator and shall set forth the effective date of such removal.

D. Appointment of a Successor Trustee. Except as otherwise provided in part A.1 of this Section with respect to the initial term of Class A Trustees, in the event a Trustee shall die, resign, become incapacitated, be removed from office, or convicted of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, a successor Trustee shall be elected forthwith by the affirmative vote of the majority of the remaining Trustees though less than a quorum of the Board of Trustees. The notice of the election of a successor Trustee shall be furnished to the other Trustees by the Chairperson. In case of the removal, death, resignation, etc. of the Chairperson, notice of the election of a successor Trustee, and the new Chairperson, shall be furnished to the other Trustees by the Administrator. Nominations for interim replacement of vacant positions may be made by any member of the Board of Trustees. The term of office of any Trustee so elected shall expire at the next Annual Meeting of Treasurers and Chief Investment Officers at which Trustees are elected. The successor Trustee shall be elected to complete the term for the Class to which such Trustee has been assigned. In the event that a vacancy occurs in the office of either the Treasurer of Chesapeake or the Treasurer of Roanoke prior to the FY 2021 annual meeting, the newly assigned Treasurer of the founding Participating Political Subdivision will automatically assume the vacant position.

E. Trustees' Rights. In case of the death, resignation or removal of any one or more of the Trustees, the remaining Trustees shall have the powers, rights, estates and interests of this Agreement as Trustees and shall be charged with the duties of this Agreement; provided in such cases, no action may be taken unless it is concurred in by a majority of the remaining Trustees. However, if such vacancies leave less than a quorum of Trustees, the remaining trustees may only act to appoint successors. Only after a quorum has been established may the trustees take the other actions established in this subsection.

Section 108. BONDING.

All Trustees shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. Premiums on such bonds shall be paid from the Trust Fund, which bonds shall be continued in force in such amount as the Board of Trustees may from time to time require. If a Trustee's bond is refused, or is ever cancelled, except with the Board of Trustees' approval, such Trustee may be removed from office by majority vote of the Trustees then serving.

PART 2 – PROVISIONS APPLICABLE TO INVESTMENTS

Section 200. APPLICATION.

The provisions of Part 2 apply to the investments of the Trust Fund.

Section 201. ADMINISTRATION OF TRUST.

A. General. All such assets shall be held by the Trustees in the Trust Fund.

B. Contributions. The Board of Trustees hereby delegates to the Custodian the responsibility for accepting cash contributions to the Trust Fund, and the Custodian shall have the responsibility for accepting cash contributions by Participating Political Subdivisions. Assets held in the Trust Fund shall be dedicated to the benefit of each Participating Political Subdivision, respectively, or to defraying reasonable expenses of the Trust Fund. All contributions by a Participating Political Subdivision shall be transferred to the Trust Fund to be held, managed, invested and distributed as part of the Trust Fund by the Trustees in accordance with the provisions of this Agreement and applicable law.

C. Applicable Laws and Regulations. The Board of Trustees shall be authorized to take the steps it deems necessary or appropriate to comply with any laws or regulations applicable to the Trust Fund.

D. Accumulated Share. No Participating Political Subdivision shall have any right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to each Participating Political Subdivision.

Section 202. MANAGEMENT OF INVESTMENTS OF THE TRUST FUND.

A. Authority of Trustees. Except as set forth in subsections C, D, F, or G of this Section, and except as otherwise provided by law, the Board of Trustees shall have exclusive authority and discretion to manage and control the assets of the Trust Fund held by them pursuant to the guidelines established by the Board of Trustees in the Investment Policy.

B. Investment Policy. The Board of Trustees, as its primary responsibility under this Agreement, shall develop written Investment Policies establishing guidelines applicable to the investment of the assets of the Trust Fund, and from time to time shall modify such Investment Policies, in light of the short and long-term financial interests of the Participating Political Subdivisions and the Trust Fund. The Investment Policies shall serve as the description of the funding policies and method for the Trust Fund.

C. Investment Advisor. From time to time, the Administrator may, pursuant to approval of the Board of Trustees, appoint one (1) or more independent Investment Advisors (“Investment Advisor”), pursuant to a written investment advisory agreement with each,

describing the powers and duties of the Investment Advisor with regard to the management of all or any portion of any investment or trading account of the Trust Fund. The Investment Advisor shall review, a minimum of every calendar quarter, the suitability of the Trust Fund's investments, the performance of the Investment Managers and their consistency with the objectives of the Investment Policy with assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Advisor prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Advisor will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

Subject to the approval of the Board of Trustees, the Investment Advisor shall recommend an asset allocation for the Trust Fund that is consistent with the objectives of the Investment Policy. If the Board of Trustees shall approve a separate Investment Policy with respect to assets in a segregated portion of the Trust Fund, the Investment Advisor shall recommend an asset allocation for such segregated portion of the Trust Fund that is consistent with the objectives of such Investment Policy. At least annually, the Investment Advisor shall review the Investment Policy and asset allocation with the Board of Trustees. The Investment Advisor shall also advise the Board of Trustees with regard to investing in a manner that is consistent with applicable law, based on majority vote of the Board of Trustees, and in consideration of the expected distribution requirements of the Plans.

D. Investment Managers. The Board of Trustees, from time to time, may appoint one (1) or more independent Investment Managers ("Investment Manager"), pursuant to a written investment management agreement with each, describing the powers and duties of the Investment Manager to invest and manage all or a portion of the Trust Fund. The Investment Manager shall have the power to direct the management, acquisition or disposition of that portion of the Trust Fund for which the Investment Manager is responsible.

The Board of Trustees shall be responsible for ascertaining that each Investment Manager, while acting in that capacity, satisfies the following requirements:

1. The Investment Manager is either (i) registered as an investment advisor under the Investment Advisors Act of 1940, as amended; (ii) a bank as defined in that Act; or (iii) an insurance company qualified to perform the services described herein under the laws of more than one state; and
2. The Investment Manager has acknowledged in writing to the Board of Trustees that it is a fiduciary with respect to the assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Manager prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Manager will serve at the pleasure of the Board of Trustees and will be

compensated for its recurring, usual and customary services.

E. Custodian. The Custodian is responsible for holding all funds and securities in a separate account in the name of the Trust, collecting all income and principal due the Trust from securities held, accepting contributions and distributing redemptions, and properly accepting for delivery and/or delivering securities in accordance with the contract between the Trust and the Custodian.

The Board on behalf of the Trust shall employ a bank or trust company organized under the laws of the United States of America or the Commonwealth of Virginia. The Custodian shall be subject to such restrictions, limitations, and other requirements set forth in a Custodian Agreement to be entered into between the Board and the Custodian.

The Custodian shall have such duties as are set forth in the Custodian Agreement. Such Agreement shall also provide that it may be terminated at any time without cause and without the payment of any penalty on 45 days' written notice.

In the event that, at any time, the Custodian shall resign or shall be terminated the Board shall appoint a successor.

F. Absence of Trustees' Responsibility for Investment Advisor and Manager. Except to the extent provided in paragraph A of Section 103 above, the Board of Trustees, collectively and individually, shall not be liable for any act or omission of any Investment Manager and shall not be under any obligation to invest or otherwise manage the assets of the Trust Fund that are subject to the management of any Investment Manager. Without limiting the generality of the foregoing, the Board of Trustees shall be under no duty at any time to make any recommendation with respect to disposing of or continuing to retain any such asset. Furthermore, the Board of Trustees, collectively and individually, shall not be liable by reason of its taking or refraining from taking the advice of the Investment Advisor any action pursuant to this Section, nor shall the Board of Trustees be liable by reason of its refraining from taking any action to remove or replace any Investment Manager on advice of the Investment Advisor; and the Trustees shall be under no duty to make any review of an asset acquired at the direction or order of an Investment Manager.

G. Reporting. The Board of Trustees shall be responsible for and shall cause to be filed periodic audits, valuations, reports and disclosures of the Trust Fund as are required by law or agreements. Notwithstanding anything herein to the contrary, the Board of Trustees shall cause the Trust Fund to be audited by a certified public accounting firm retained for this purpose at least once each year. The Board of Trustees may employ professional advisors to prepare such audits, valuations, reports and disclosures and the cost of such professional advisors shall be borne by the Trust Fund.

H. Commingling Assets. Except to the extent prohibited by applicable law, the Board of Trustees may commingle the assets of all Participating Political Subdivisions held by the Board of Trustees under this Agreement for investment purposes in the Trust Fund and shall hold the Trust Fund in trust and manage and administer the same in accordance with the terms and

provisions of this Agreement. However, the assets of each Participating Political Subdivision shall be accounted for separately.

- I. Record of Shares. The Trust shall maintain records which shall contain:
- i. The names and addresses of Participating Political Subdivisions;
 - ii. The number of shares representing their respective interests hereunder; and
 - iii. A record of all allocations and redemptions.

Such records shall be conclusive as to the identity of the Participating Political Subdivisions to which shares are allocated. Only those Participating Political Subdivisions whose allocation of shares is recorded in the Trust records shall be entitled to receive distributions with respect to shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interests represented by the shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it, until it has given its appropriate address to the Trust.

J. Maintenance of Records. The Administrator, or such other entity appointed by the Board, shall record the allocations of shares in the records of the Trust,

K. No Transfer of Shares. The beneficial interests measured by the shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption. However, shares may be redeemed from one Participating Political Subdivision's account and the proceeds deposited directly into another Participating Political Subdivision's account upon instructions received from both respective Participants.

L. Limitation of Responsibility. The Board shall not, nor shall the Participating Political Subdivisions or any officer or other agent of the Trust, be bound to determine the existence of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the shares or any interest therein are subject, or to ascertain or inquire whether any redemption of any such shares by any Participating Political Subdivision or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein except the Participating Political Subdivision recorded as the Participating Political Subdivision to which such shares are allocated. The receipt of moneys by the Participating Political Subdivision in whose name any share is recorded or by the duly authorized agent of such Participating Political Subdivision shall be a sufficient discharge for all moneys payable or deliverable in respect of such shares and from all responsibility to see the proper application thereof.

Section 203. ACCOUNTS.

The Trustees shall keep or cause to be kept at the expense of the Trust Fund accurate and detailed accounts of all its receipts, investments and disbursements under this Agreement, with the Trustees causing the Investment Advisor to account separately for each Investment Manager's portion of the Trust Fund.

Section 204. DISBURSEMENTS FROM THE TRUST.

A. Trust Payments. The Board of Trustees hereby delegates to the Administrator the responsibility for making payments from the Trust Fund, in accordance with rules and regulations established by the Board of Trustees. Payments from the Trust Fund shall be made by electronic transfer or check (or the check of an agent) for deposit to the order of the payee. Payments or other distributions hereunder may be mailed to the payee at the address last furnished to the Administrator. The Trustees shall not incur any liability on account of any payment or other distribution made by the Trust Fund in accordance with this Section. Such payment shall be in full satisfaction of claims hereunder against the Trustee, Administrator or Participating Political Subdivision.

B. Payments from the Trust to Participating Political Subdivisions. Any and all allocated shares may be redeemed at the option and as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision upon and subject to the terms and conditions provided in this Agreement and the Informational Statement(s). The Trust shall, upon application of any Participating Political Subdivision, redeem from such Participating Political Subdivision allocated shares for an amount per share equivalent to the proportional interest in the net assets of the Trust at the time of the redemption. The procedures for effecting redemption shall be prescribed by the Board; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participating Political Subdivisions to withdraw funds from the Trust.

C. Allocation of Expenses. The Trustees shall pay all expenses of the Trust Fund from the assets in the Trust Fund. All expenses of the Trust Fund, which are allocable to a particular investment option or account, may be allocated and charged to such investment option or account as determined by the Trustees. All expenses of the Trust Fund which are not allocable to a particular investment option or account shall be charged to each such investment option or account in the manner established by the Trustees.

Section 205. INVESTMENT PORTFOLIOS.

The Trustees shall establish investment portfolios within the Trust Fund pursuant to the Investment Policies, for communication to, and acceptance by, Treasurers and Chief Investment Officers as follows:

- i. VIP Stable NAV Liquidity Pool. Assets in this portfolio will be invested in such a manner to facilitate overnight liquidity as well as the maintenance of a stable Net Asset Value, with the price of shares in the portfolio targeted to maintain a value of \$1.00.
- ii. VIP 1-3 Year High Quality Bond Fund. Assets in this portfolio will be invested in fixed income securities benchmarked with the Bank of America Merrill Lynch 1-3 Year Corporate/Government Index. The Pool is intended for the management of assets that Participating Political Subdivisions intend to invest for one year or longer.

- iii. VIP Fixed Term Portfolios. Assets in these closed-end portfolios will be invested in such a manner to provide a fixed rate of return while prioritizing capital preservation, liquidity at the planned redemption date, and competitive yields through investments authorized in the Virginia Code and the VIP Investment Policy.

The Board of Trustees may develop additional investment options, reflecting different risk/return objectives and corresponding asset mixes, for selection by Treasurers and Chief Investment Officers, as alternatives to the current investment options. The determination to add alternative investment options to the Investment Policies, and the development of each such investment option, are within the sole and absolute discretion of the Board of Trustees. The Trustees shall transfer to any deemed investment option developed hereunder such portion of the assets of the Trust Fund as appropriate. The Trustees shall manage, acquire or dispose of the assets in an investment option in accordance with the directions given by each Treasurer or Chief Investment Officer. All income received with respect to, and all proceeds received from, the disposition of property held in an investment option shall be credited to, and reinvested in, such investment option.

If multiple investment options are developed, from time to time, the Board of Trustees may eliminate an investment option, and the proceeds thereof shall be reinvested in the remaining investment option having the shortest duration of investments unless another investment option is selected in accordance with directions given by the Treasurer or Chief Investment Officer.

Separate investment funds within the Trust Fund and varying percentages of investment in any such separate investment fund by the Participating Political Subdivisions, to the extent so determined by the Board of Trustees, are expressly permitted.

PART 3 – PROVISIONS APPLICABLE TO PARTICIPATING POLITICAL SUBDIVISIONS

Section 300. APPLICATION.

The provisions of Part 3 set forth the rights of Participating Political Subdivisions.

Section 301. PARTICIPATING POLITICAL SUBDIVISIONS.

A. Approval. The Board of Trustees or its designee shall receive applications from Treasurers and Chief Investment Officers of Participating Political Subdivisions for membership in the Trust Fund and shall approve or disapprove such applications for membership in accordance with the terms of this Agreement, the Trust Joinder Agreement, and the rules and regulations established by the Board of Trustees for admission of new Participating Political Subdivisions. The Board of Trustees shall have total discretion in determining whether to accept a new member. The Board of Trustees may delegate the authority for membership approval to the Administrator.

B. Execution of Trust Joinder Agreement. Once the governing body of a political subdivision has approved an ordinance or resolution to participate in the Trust Fund, its Treasurer or Chief Investment Officer, serving as trustee for such political subdivision, may execute a Trust

Joinder Agreement in such form and content as prescribed by the Board of Trustees. By the execution of the Trust Joinder Agreement, the Participating Political Subdivision agrees to be bound by all the terms and provisions of this Agreement, the Trust Joinder Agreement, and any rules and regulations adopted by the Trustees under this Agreement. The Treasurer or Chief Investment Officer of each Participating Political Subdivision, serving as such Participating Political Subdivision's trustee shall represent such Participating Political Subdivision's interest in all meetings, votes, and any other actions to be taken by a Participating Political Subdivision hereunder, provided that a Treasurer who elects not to invest public funds pursuant to the Joinder Agreement shall have no obligation to serve as a trustee for his or her locality.

C. Continuing as a Participating Political Subdivision. Application for participation in this Agreement, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless terminated by the Trustees or unless the Participating Political Subdivision resigns or withdraws from this Agreement by written notice sent by its duly authorized official. The Board of Trustees may terminate a Participating Political Subdivision's participation in this Agreement for any reason by vote of a three-fourths (3/4) majority of the voting members of the Board of Trustees present at a duly called meeting. If the participation of a Participating Political Subdivision is terminated, the Board of Trustees and the Administrator shall effect the withdrawal of such Participating Political Subdivision's beneficial interest in the Trust in accordance with its usual withdrawal policies.

Section 302. MEETINGS OF PARTICIPATING POLITICAL SUBDIVISIONS.

A. Places of Meetings. All meetings of the Treasurers and Chief Investment Officers shall be held at such place, within the Commonwealth of Virginia, as from time to time may be fixed by the Trustees.

B. Annual Meetings. The annual meeting of the Treasurers and Chief Investment Officers of Participating Political Subdivisions, for the election of Trustees and for the transaction of such other business as may come before the annual meeting, shall be held at such time on such business day between September 1st and October 31st as shall be designated by resolution of the Board of Trustees.

C. Special Meetings. Special meetings of the Treasurers or Chief Investment Officers for any purpose or purposes may be called at any time by the Chairperson of the Board of Trustees, by the Board of Trustees, or if Treasurers and Chief Investment Officers together holding at least twenty percent (20%) of all votes entitled to be cast on any issue proposed to be considered at the special meeting sign, date and deliver to the Trust Fund's Secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. At a special meeting no business shall be transacted and no action shall be taken other than that stated in the notice of the meeting.

D. Notice of Meetings. Written notice stating the place, day and hour of every meeting of the Treasurers and Chief Investment Officers and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Participating Political

Subdivision's Treasurer or Chief Investment Officer of record entitled to vote at such meeting, at the address which appears on the books of the Trust Fund. Such notice may include any rules established by the Board of Trustees governing the nomination and election of candidates, determination of vote allocations, and other such matters.

E. Quorum. Any number of Treasurers and Chief Investment Officers together holding at least a majority of the outstanding beneficial interests entitled to vote with respect to the business to be transacted, who shall be physically present in person at any meeting duly called, shall constitute a quorum of such group for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Treasurers and Chief Investment Officers present. Once a beneficial interest is represented for any purpose at a meeting of Treasurers and Chief Investment Officers, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is, or shall be, set for that adjourned meeting.

F. Voting. At any meeting of the Treasurers and Chief Investment Officers, each Treasurer or Chief Investment Officer entitled to vote on any matter coming before the meeting shall, as to such matter, have one vote, in person, for each two hundred fifty thousand (\$250,000) dollars, or fraction thereof, invested in its name in the Trust Fund, based upon an annual weighted average during the previous fiscal year ending June 30. Notwithstanding the preceding sentence, at any meeting held after the date the *tenth (10th)* Participating Political Subdivision joins the Trust, no one Treasurer or Chief Investment Officer may vote more than *twenty percent (20%)* of the total votes cast. A Treasurer or Chief Investment Officer may, by written and signed proxy, designate another employee or member of the governing body of his/her Participating Political Subdivision to cast his/her votes in person at the meeting. A delegation of authority issued pursuant to Section 107(A) (8) does not replace the requirement for a written and signed proxy at meetings of the Treasurers and Chief Investment Officers of Participating Political Subdivisions.

If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, action on a matter other than election of Trustees shall be approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a vote of a greater number is required by this Agreement. If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, nominees for Trustees for all open seats for each class of Trustees on the Board of Trustees shall be elected by a plurality of the votes cast by the beneficial interests entitled to vote in such election.

Treasurers and Chief Investment Officers at the annual meeting will vote at one time to fill all open positions within a single class of Trustees. Elections will be held by class, in the order of the length of the terms to be filled, beginning with the longest term. Each Treasurer or Chief Investment Officer will cast up to the full number of its votes for each open position within a class of Trustees but may not cast votes for more than the number of open positions in such class. Those nominees receiving the largest plurality of votes, up to the number of positions to be filled, will be declared elected. Subsequent votes may be held to break any ties, if necessary, in order to elect the correct number of Trustees.

PART 4 – PROVISIONS APPLICABLE TO OFFICERS

Section 401. ELECTION AND REMOVAL OF OFFICERS.

A. Election of Officers; Terms. The Board of Trustees shall appoint the officers of the Trust Fund. The officers of the Trust Fund shall consist of a Chairperson of the Board, a Vice-Chairperson, and a Secretary. The Secretary need not be a member of the Board of Trustees and may be the Administrator. Other officers, including assistant and subordinate officers, may from time to time be elected by the Board of Trustees, and they shall hold office for such terms as the Board of Trustees may prescribe. All officers shall hold office until the next annual meeting of the Board of Trustees and until their successors are elected.

B. Removal of Officers; Vacancies. Any officer of the Trust Fund may be removed summarily with or without cause, at any time, on a three-fourths ($\frac{3}{4}$) vote of the Board of Trustees present at a duly called meeting. Vacancies may be filled by the Board of Trustees.

Section 402. DUTIES.

A. Duties, generally. The officers of the Trust Fund shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Trustees. The Board of Trustees may require any officer to give such bond for the faithful performance of such officer's duties as the Board of Trustees may see fit.

B. Duties of the Chairperson. The Chairperson shall be selected from among the Trustees. Except as otherwise provided in this Agreement or in the resolutions establishing such committees, the Chairperson shall be *ex officio* a member of all Committees of the Board of Trustees. The Chairperson shall preside at all Board meetings. The Chairperson may sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement to some other officer or agent of the Trust Fund or as otherwise required by law. In addition, he/she shall perform all duties incident to the office of the Chairperson and such other duties as from time to time may be assigned to the Chairperson by the Board of Trustees. In the event of any vacancy in the office of the Chairperson, the Vice-Chairperson shall serve as Chairperson on an interim basis until such vacancy is filled by subsequent action of the Board of Trustees.

C. Duties of the Vice-Chairperson. The Vice-Chairperson, if any, shall be selected from among the Trustees and shall have such powers and duties as may from time to time be assigned to the Vice-Chairperson. The Vice-Chairperson will preside at meetings in the absence of the Chairperson.

D. Duties of the Secretary. The Secretary shall act as secretary of all meetings of the

Board of Trustees and of the Treasurers and Chief Investment Officers. When requested, the Secretary shall also act as secretary of the meetings of the Committees of the Board of Trustees. The Secretary shall keep and preserve the minutes of all such meetings in permanent books. The Secretary shall see that all notices required to be given by the Trust Fund are duly given and served. The Secretary may, at the direction of the Board of Trustees, sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement. The Secretary shall have custody of all deeds, leases, contracts and other important Trust Fund documents; shall have charge of the books, records and papers of the Trust Fund relating to its organization and management as a trust; and shall see that all reports, statements and other documents required by law are properly filed.

PART 5 – MISCELLANEOUS PROVISIONS

Section 501. TITLES.

The titles to Parts and Sections of this Agreement are placed herein for convenience of reference only, and the Agreement is not to be construed by reference thereto.

Section 502. SUCCESSORS.

This Agreement shall bind and inure to the benefit of the successors and assigns of the Trustees, the Treasurers and Chief Investment Officers, and the Participating Political Subdivisions.

Section 503. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart. Any Participating Political Subdivision that formally applies for participation in this Agreement by its execution of a Trust Joinder Agreement which is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions thereof, and said Trust Joinder Agreement shall constitute a counterpart of this Agreement.

Section 504. AMENDMENT OR TERMINATION OF THIS AGREEMENT; TERMINATION OF PLANS.

A. Duration. The Trust shall be perpetual, subject to the termination provisions contained in Section 504, Subsection C below.

B. Amendment. This Agreement may be amended in writing at any time by the vote of a two-thirds (2/3) majority of the Trustees. Notwithstanding the preceding sentence, this Agreement may not be amended so as to change its purpose as set forth herein or to permit the diversion or application of any funds of the Trust Fund for any purpose other than those specified herein.

The Board of Trustees, upon adoption of an amendment to this Agreement, shall provide notice by sending a copy of any such amendment to each Treasurer and Chief Investment Officer within 15 days of adoption of such amendment. If a Treasurer or Chief Investment Officer objects to such amendment, the Treasurer or Chief Investment Officer must provide written notice of its objection and intent to terminate its participation in the Trust Fund by registered mail delivered to the Administrator within ninety (90) days of such notice, and if such notice is given, the amendments shall not apply to such Participating Political Subdivision for a period of 180 days from the date of adoption of such amendments. The Participating Political Subdivision's interest shall be terminated in accordance with the provisions of paragraph B of this section.

C. Withdrawal and Termination. Any Participating Political Subdivision may at any time in its sole discretion withdraw and terminate its interest in this Agreement and any trust created hereby by giving written notice from the Participating Political Subdivision's Treasurer or Chief Investment Officer to the Trustees in the manner prescribed by this Section. The Trust Fund may be terminated in its entirety when all participation interests of all Participating Political Subdivisions have been terminated in their entirety. This Agreement and the Trust Fund will then be terminated in its entirety pursuant to Virginia law.

In case of a termination of this Agreement, either in whole or in part by a Participating Political Subdivision, the Trustees shall hold, apply, transfer or distribute the affected assets of the Trust Fund in accordance with the applicable provisions of this Agreement and as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Upon any termination, in whole or in part, of this Agreement, the Trustees shall have a right to have their respective accounts settled as provided in this Section 504.

In the case of the complete or partial termination of this Agreement as to one or more Participating Political Subdivisions, the affected assets of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of the Participating Political Subdivision, until the Trustees, upon recommendation of the Administrator, distribute such assets to a Participating Political Subdivision, or other suitable arrangements for the transfer of such assets have been made. This Agreement shall remain in full effect with respect to each Participating Political Subdivision that does not terminate or withdraw its participation in the Trust Fund, or whose participation is not terminated by the Trustees. However, if distributions must be made, the Treasurer or Chief Investment Officer of each Participating Political Subdivision shall be responsible for directing the Administrator on how to distribute the beneficial interest of such Participating Political Subdivision. In the absence of such direction, the Administrator may take such steps as it determines are reasonable to distribute such Participating Political Subdivision's interest.

A Participating Political Subdivision must provide written notice of its intent to terminate its participation in the Trust Fund by registered mail signed by the appropriate official of the subdivision and delivered to the Administrator.

Notwithstanding the foregoing, the Trustees shall be required to pay out any assets of the Trust Fund to Participating Political Subdivisions upon termination of this Agreement or

the Trust Fund, in whole or in part, upon receipt by the Trustees of written certification from the Administrator that all provisions of law with respect to such termination have been complied with. The Administrator shall provide the required written certification to the Trustees within three (3) working days of receiving a written notice of intent to terminate as described above. The Trustees shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

When all of the assets of the Trust Fund affected by a termination have been applied, transferred or distributed and the accounts of the Trustees have been settled, then the Trustees and Administrator shall be released and discharged from all further accountability or liability respecting the Trust Fund, or portions thereof, affected by the termination and shall not be responsible in any way for the further disposition of the assets of the Trust Fund, or portions thereof, affected by the termination or any part thereof so applied, transferred or distributed; provided, however, that the Trustees shall provide full and complete accounting for all assets up through the date of final disposition of all assets held in the Trust.

Section 505. SPENDTHRIFT PROVISIONS; PROHIBITION OF ASSIGNMENT OF INTEREST.

The Trust Fund shall be exempt from taxation and execution, attachment, garnishment, or any other process. No Participating Political Subdivision or other person with a beneficial interest in any part of the Trust Fund may commute, anticipate, encumber, alienate or assign the beneficial interests or any interest of a Participating Political Subdivision in the Trust Fund, and no payments of interest or principal shall be in any way subject to any person's debts, contracts or engagements, nor to any judicial process to levy upon or attach the interest or principal for payment of those debts, contracts, or engagements.

Section 506. VIRGINIA FREEDOM OF INFORMATION ACT.

The Administrator shall give the public notice of the date, time, and location of any meeting of the Board of Trustees' or of the Treasurers and Chief Investment Officers in the manner and as necessary to comply with the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 *et seq.*). The Secretary or its designee shall keep all minutes of all meetings, proceedings and acts of the Trustees and of Treasurers and Chief Investment Officers, but such minutes need not be verbatim. Copies of all minutes of the Trustees and of Treasurers and Chief Investment Officers shall be sent by the Secretary or its designee to the Trustees.

All meetings of the Board of Trustees and of Treasurers or Chief Investment Officers shall be open to the public, except as provided in § 2.2-3711 of the Virginia Code. No meeting shall be conducted through telephonic, video, electronic or other communication means where the members are not physically assembled to discuss or transact public business, except as provided in §§ 2.2-3708.2 *et seq.* of the Virginia Code.

Section 507. JURISDICTION.

This Agreement shall be interpreted, construed and enforced, and the trust or trusts

created hereby shall be administered, in accordance with the laws of the United States and of the Commonwealth of Virginia, excluding Virginia's law governing the conflict of laws.

Section 508. SITUS OF THE TRUST.

The situs of the trust or trusts created hereby is the Commonwealth of Virginia. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the Commonwealth of Virginia. Venue for any action regarding this Agreement is the City of Richmond, Virginia.

Section 509. CONSTRUCTION.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form, they shall be construed as though they were also in the singular form in all situations where they would so apply.

Section 510. CONFLICT.

In resolving any conflict among provisions of this Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of the Agreement, the interpretation that (i) causes the Trust Fund to be exempt from tax under Code Sections 115 and 501(a), and (ii) causes the participating Plan and the Trust Fund to comply with all applicable requirements of law shall prevail over any different interpretation.

Section 511. NO GUARANTEES.

Neither the Administrator nor the Trustees guarantee the Trust Fund from loss or depreciation or for the payment of any amount which may become due to any person under any participating Plan or this Agreement.

Section 512. PARTIES BOUND; NO THIRD PARTY RIGHTS.

This Agreement and the Trust Joinder Agreements, when properly executed and accepted as provided hereunder, shall be binding only upon the parties hereto, *i.e.*, the Board of Trustees, the Administrator and the Participating Political Subdivisions. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account shall be construed as giving to any person any legal or equitable right against the Trustees, or any officer or employee thereof, except as may otherwise be provided in this Agreement. Under no circumstances shall the term of employment of any Employee be modified or in any way affected by this Agreement.

Section 513. NECESSARY PARTIES TO DISPUTES.

Necessary parties to any accounting, litigation or other proceedings relating to this Agreement shall include only the Trustees and the Administrator. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon all Participating Political Subdivisions and upon all persons claiming by, through or under them.

Section 514. SEVERABILITY.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be fully effective. If any provision of the Agreement is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the trust created by this Agreement.

Approved by Board of Trustees, September 13, 2013
Amended by Board of Trustees, January 24, 2014
Amended by Board of Trustees, June 19, 2015
Amended by Board of Trustees, September 23, 2016
Amended by Board of Trustees, January 29, 2021
Amended by Board of Trustees, May 12, 2025

[SIGNATURE PAGE FOLLOWS]



Welcome to the Virginia Investment Pool

Thank you for choosing the Virginia Investment Pool!

This packet contains all the materials necessary to set up your new account(s).

Public Trust Advisors, LLC, a registered investment advisor with the U.S. Securities and Exchange Commission, provides investment advisory services to the Virginia Investment Pool (VIP) Trust Fund. VIP is not a bank. An investment in VIP is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Please read the applicable VIP Information Statements carefully before making an investment decision. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.



Virginia Investment Pool
A Service of VML/VACo Finance

Trust Registration

Entity Information

Entity Name (Participant) _____

Entity Type: City/Town Authority County Other (Specify) _____

Mailing Address _____

City _____ Zip _____ County _____

Physical Address (if different than above) _____

City _____ Zip _____ County _____

Tax ID _____ Fiscal Year End Date (Month/Day) _____

VIP and its transfer agent and administrator are authorized by the Participant to act on any instructions believed to be genuine for any service authorized on this form. To the extent permitted by law, the Participant agrees that VML/VACo Finance, the Program Administrator, VIP, its transfer agent, and fund manager Public Trust Advisors LLC, and their respective officers, directors, affiliates, representatives, employees and agents (each an "Indemnified Party") will not be liable for any losses, claims, expenses and liabilities (collectively, the "Losses") that result from accepting such instructions, and agrees to indemnify and hold harmless each Indemnified Party from and against any and all Losses arising from or resulting from such reliance on, or acceptance of, such instructions. Withdrawal proceeds can be sent only to the bank(s) indicated below unless otherwise amended in the VIP Online Transaction Portal. Each Participant is responsible for notifying VIP of any changes to its account(s).

Wires will be distributed every hour with the final distribution ending at 2:00 p.m. ET; distribution times are subject to change. Additionally, VIP must be notified of any contributions by 2:00 p.m. ET to receive same day credit. If such funds for which notification was provided by 2:00 p.m. are not received by 5:00 p.m. ET, contribution orders will be voided and, if applicable, will need to be reentered.

Banking Information

Bank Name _____

Bank Routing Number (ABA) _____

Account Title _____

Account Number _____

Bank Contact¹ _____

Contact's Phone Number¹ _____

Wire ACH Both

Additional Banking Information (Optional)

Bank Name _____

Bank Routing Number (ABA) _____

Account Title _____

Account Number _____

Bank Contact¹ _____

Contact's Phone Number¹ _____

Wire ACH Both

¹ If there will only be one Authorized Signer on the VIP account, bank contact must be provided to verify bank account information



Virginia Investment Pool
A Service of VML/VACO Finance

Trust Registration

Authorized Contacts (cont.)

Additional Contact (Optional)

Print First and Last Name

***(Signature Required if Authorized Signer)**

Email (Required)

Permissions (check only one)

- Authorized Signer to Move Funds*
- Read-Only Access

Title

Phone (Required)¹ Extension

Mobile¹

Additional Contact (Optional)

Print First and Last Name

***(Signature Required if Authorized Signer)**

Email (Required)

Permissions (check only one)

- Authorized Signer to Move Funds*
- Read-Only Access

Title

Phone (Required)¹ Extension

Mobile¹

Additional Contact (Optional)

Print First and Last Name

***(Signature Required if Authorized Signer)**

Email (Required)

Permissions (check only one)

- Authorized Signer to Move Funds*
- Read-Only Access

Title

Phone (Required)¹ Extension

Mobile¹

¹ A phone number that you can be reached at directly is required to receive the multi-factor authentication code via phone call. Mobile numbers can receive the code via phone call or text.

All contacts listed on an account will receive email notifications when transaction confirmation documents and monthly statements are available for download in the online portal.



Accounts to be Established

Name of Public Entity: _____

VIP 1-3 Year High Quality Bond Fund¹

Desired Subaccount Name(s)²
e.g., '[Entity Name] Investment Account':

(To be completed by Participant)

VIP Account Number
(To be assigned by VIP)

Four rows of horizontal lines for subaccount names and corresponding VA-01- account numbers.

VIP Stable NAV Liquidity Pool

Desired Subaccount Name(s)²
e.g., '[Entity Name] Operating Funds':

(To be completed by Participant)

VIP Account Number
(To be assigned by VIP)

Four rows of horizontal lines for subaccount names and corresponding VA-01- account numbers.

¹ The VIP Stable NAV Liquidity Pool is utilized as the "sweep" vehicle for deposits to the VIP 1-3 Year High Quality Bond Fund received between the semimonthly portfolio valuation dates. Therefore, a corresponding VIP Stable NAV Liquidity Pool account will be opened for each 1-3 Year High Quality Bond Fund account.

² Subaccount names may not exceed 35 characters.

Once your VIP account has been established, you will receive a confirmation email with your login credentials from no-reply@virginiainvestmentpool.org. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the VIP Client Service team.



Dual Authorization Form (Optional)

Entity Name: _____

Please utilize this form to request dual authorization capabilities on your VIP account. Dual authorization ensures that any transaction entered via the VIP online transaction portal requires approval from a second Authorized Signer in order to be processed (internal transfers between subaccounts do not require dual authorization). Note: All Authorized Signers listed on the account can enter transactions and approve them (not only the user below).

Request to Add Dual Authorization

Dual authorization is hereby approved for _____ by the Authorized Signer below. By approving dual authorization, the Authorized Signer acknowledges that transactions not approved by a second Authorized Signer by the 2:00 p.m. ET cutoff will not be processed. Please ensure transactions are entered in a timely manner and that other Authorized Signers are available to approve the transactions for processing. A courtesy email will be sent to Authorized Signers notifying them that an order is pending, waiting for dual authorization approval. However, receipt of the courtesy email is not required before approval may be provided.

Authorized Signer's Signature

Date

Printed Name

Title

**TRUST JOINDER AGREEMENT
FOR PARTICIPATING POLITICAL SUBDIVISIONS IN THE
VACo/VML VIRGINIA INVESTMENT POOL**

THIS TRUST JOINDER AGREEMENT is made by and between the Treasurer/Chief Investment Officer of the Town of Berryville, Virginia (herein referred to as the "Treasurer/Chief Investment Officer"), the Town of Berryville, Virginia (herein referred to as the "Participating Political Subdivision"), and the Board of Trustees (herein collectively referred to as the "Trustees") of the VACo/VML Virginia Investment Pool (herein referred to as the "Trust Fund").

WITNESSETH:

WHEREAS, the governing body of the Participating Political Subdivision desires to participate in a trust for the purpose of investing monies belonging to or within its control, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the governing body of the Participating Political Subdivision has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize participation in the Trust Fund and has designated the Treasurer/Chief Investment Officer to serve as the trustee of the Participating Political Subdivision with respect to the Trust Fund and to determine what funds under the Treasurer's/Chief Investment Officer's control shall be invested in the Trust Fund, and has authorized the Treasurer/Chief Investment Officer to enter into this Trust Joinder Agreement; and

WHEREAS, the Trust Fund, in accordance with the terms of the VACo/VML Virginia Investment Pool Trust Fund Agreement (the "Agreement"), provides administrative, custodial and investment services to the Participating Political Subdivisions in the Trust Fund; and

WHEREAS, the Treasurer/Chief Investment Officer, upon the authorization of the governing body of the Town of Berryville, Virginia, desires to submit this Trust Joinder Agreement to the Trustees to enable the Town of Berryville, Virginia, to become a Participating Political Subdivision in the Trust Fund and a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Pursuant to the Board of Trustees' acceptance of this Trust Joinder Agreement, the Town of Berryville, Virginia, is a Participating Political Subdivision in the Trust Fund, as provided in the Agreement, and the Treasurer/Chief Investment Officer is authorized to enter into this Trust Joinder Agreement, and to represent and vote the beneficial interest of the Town of Berryville, Virginia, in the Trust Fund in accordance with the Agreement.

2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.

3. The Treasurer/Chief Investment Officer shall cause appropriations designated by the Participating Political Subdivision for deposit in the Trust Fund to be deposited into a depository designated by the Trustees.

4. The Treasurer/Chief Investment Officer shall timely remit, or timely approve the remittance of, administrative fees as may be due and payable by the Participating Political Subdivision under the Agreement into a depository designated by the Trustees.

5. The Participating Political Subdivision shall have no right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to the Participating Political Subdivision.

6. The Treasurer/Chief Investment Officer shall provide to the Administrator designated by the Trustees all relevant information reasonably requested by the Administrator for the administration of the Participating Political Subdivision's investment, and shall promptly update all such information. The Treasurer/Chief Investment Officer shall certify said information to be correct to the best of his/her knowledge, and the Trustees and the Administrator shall have the right to rely on the accuracy of said information in performing their contractual responsibilities.

7. The Trust Fund shall provide administrative, custodial and investment services to the Participating Political Subdivision in accordance with the Agreement.

8. The Trustees and the Administrator, in accordance with the Agreement and the policies and procedures established by the Trustees, shall periodically report Trust activities to the Participating Political Subdivision on a timely basis.

9. The Treasurer/Chief Investment Officer and the Participating Political Subdivision agree to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Trustees, which is attached hereto and is made a part of this Trust Joinder Agreement.

10. The Treasurer/Chief Investment Officer, in fulfillment of his/her duties as the trustee of the Participating Political Subdivision, retains the services of the Investment Manager or Managers selected by the Trustees pursuant to the Agreement.

11. The term of this Trust Joinder Agreement shall be indefinite. The Treasurer/Chief Investment Officer may terminate this Trust Joinder Agreement on behalf of the Participating Political Subdivision by giving notice in writing to the Trustees. Termination shall be governed by the provisions of the Agreement.

IN WITNESS WHEREOF, the Treasurer/Chief Investment Officer has caused this Trust Joinder Agreement to be executed this _____ day of _____, 20____.

**TREASURER/CHIEF INVESTMENT
OFFICER OF THE
TOWN OF BERRYVILLE, VIRGINIA**

ATTEST:

* * * *

ACCEPTANCE:

VACo/VML VIRGINIA INVESTMENT POOL

By: _____

AN ORDINANCE TO AUTHORIZE PARTICIPATION BY THE TOWN OF BERRYVILLE, VIRGINIA IN THE VACO/VML VIRGINIA INVESTMENT POOL FOR THE PURPOSE OF INVESTING IN ACCORDANCE WITH SECTION 2.2-4501 *et seq.* AND 15.2-1300 OF THE VIRGINIA CODE.

WHEREAS, Va. Code § 15.2-1500 provides, in part, that every locality shall provide for all the governmental functions of the locality, including without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, the Investment of Public Funds Act (Va. Code §§ 2.2-4500 through 2.2-4519) lists the eligible categories of securities and investments in which municipal corporations, other political subdivisions and other public bodies are authorized to invest funds belonging to them or within their control; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision having a similar power, privilege or authority pursuant to agreements with one another for joint action in accordance with the provisions of that Code section; and

WHEREAS, the City of Chesapeake, Virginia and the City of Roanoke, Virginia have jointly established and are participating in the Virginia Investment Pool Trust Fund (the "Trust Fund"), also known as the "VACo/VML Virginia Investment Pool," and have provided in their trust agreement for participation by other eligible governmental entities that execute a trust joinder agreement; and

WHEREAS, it appearing to the Town Council of the Town of Berryville, Virginia that it is in the best interests of the Town of Berryville, Virginia to become a Participating Political Subdivision in the Trust Fund; and

WHEREAS, the **Treasurer [substitute title of the chief investment officer in localities without a Treasurer]** of the Town of Berryville, Virginia, has the authority and responsibility under Virginia law to determine the manner in which public funds other than sinking funds under his/her control will be invested;

NOW, THEREFORE THE TOWN COUNCIL OF THE TOWN OF BERRYVILLE, VIRGINIA HEREBY ORDAINS:

§ 1 That, pursuant to Sections 2.2-4501 *et seq.* and 15.2-1300 of the Virginia Code, the Town Council of the Town of Berryville, Virginia hereby establishes a trust for the purpose of investing funds, other than sinking funds, determined to derive the most benefit from this investment strategy, in investments authorized under the Investment of Public Funds Act, jointly with other participating political subdivisions and public bodies in the Trust Fund. A copy of the Virginia Investment Pool Trust Fund Agreement (the "Trust Fund Agreement") is attached and incorporated in this ordinance as Exhibit A.

§ 2 That the Town of Berryville, Virginia agrees to become a "Participating Political Subdivision" in the Trust Fund, as further defined in the Agreement.

§ 3 That the Town Council of the Town of Berryville, Virginia does hereby designate the **Treasurer [or chief investment officer in localities without a Treasurer]** of the Town of Berryville, Virginia to serve as the trustee of the Town of Berryville, Virginia with respect to the Trust Fund, and to determine what funds under his/her control shall be invested in the Trust Fund.

§ 4 That the Town Council of the Town of Berryville, Virginia hereby authorizes the **Treasurer [or chief investment officer in localities without a Treasurer]** to execute and deliver the Trust Joinder Agreement for Participating Political Subdivisions under the

Virginia Investment Pool Trust Fund ("Trust Joinder Agreement"), a copy of which is attached and incorporated in this ordinance as Exhibit B.

§ 5 This ordinance shall become effective upon its adoption.

Exhibits: Trust Fund Agreement ("Exhibit A")
Trust Joinder Agreement ("Exhibit B")

CERTIFICATION

I hereby certify that I am the Clerk of the Town of Berryville, Virginia, and that the foregoing is a true and correct copy of an ordinance duly adopted at a meeting of the Town Council of the Town of Berryville, Virginia held on [Date], at which a quorum was present. The Town Council voted as follows:

MEMBER:	ATTENDANCE:	VOTE:
[Name]	[Present/Absence]	[Yea/Nay]

Given under my hand and the seal of the Town of Berryville, Virginia this [] day of [], 2025:

[SEAL]

[Redacted Signature]

[Name], Town Clerk
Town of Berryville, Virginia

October 14, 2025
Discussion / Action

Hours of Work section of the Town of Berryville Employee Handbook

Overview

The town manager requests that the Town Council review the Hours of Work section of the Town of Berryville Employee Handbook.

The manager wants to review the section to ensure that the section best meets the needs of the Town and complies with federal law.

Attachment

- Pages 16 and 17 of the Town of Berryville Employee Handbook

Recommendation

Ask the Council's Personnel Committee to review the Hours Worked section of the Town of Berryville Employee Handbook and report any findings and recommendations in this regard to the Council.



Employee Compensation

The total compensation of employees consists of the regular salary and applicable overtime pay for full-time employees, the employer's contributions to employee benefits, and various forms of leave with pay. Part-time and temporary employees may also receive leave in certain circumstances. Leave policies may vary by department and position and must be reviewed with direct supervisor.

The Town of Berryville is committed to complying with the wage and deduction requirements of the Fair Labor Standards Act (FLSA). If an employee believes that there is an error or improper deduction in their paycheck, they must report this to the Director of Finance/Treasurer. Their question will be promptly investigated and corrected as necessary.

The compensation plan for employees of the Town of Berryville shall consist of a classification system for all classified jobs and a pay grade that sets a salary range for each classified position. The rates of pay for each employee within a pay grade shall be set by the Town Manager or Town Council. Any cost-of-living adjustments approved by Town Council will be applied across an employment classification but may not be available for all classifications of employee.

The compensation plan may be amended by motion of the Town Council or by the Town Manager within the limits of appropriations by the Council. Contract and temporary employees may be compensated at an alternate rate of pay which will be set prior to employment.

Hours of Work

To maintain a safe and productive work environment, the Town of Berryville expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Town of Berryville. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they must notify their supervisor as soon as possible in advance of the anticipated tardiness or absence and no later than the beginning of their scheduled work. Poor attendance and excessive tardiness may lead to disciplinary action, up to and including termination of employment.

Town Manager shall direct department heads to establish hours of work for all Town of Berryville employees. The standard scheduled workweek consists of (40) hours, generally Monday through Friday. In order to accomplish Town Council directives and serve the common good, Police Department, Public Works, and Public Utilities may be required to work alternative hours or shifts in excess of eight (8) hours' duration. However, hours in excess of (40) hours of work per any given workweek, or work period in the case of Police Department personnel, will be paid overtime. Overtime work must always be approved by supervisor before it is performed.

Hours of work, schedules, and duty assignments of short duration of individual employees or work units may be altered under authorization of the department head or their designee within the established workweek and schedule of the department as conditions warrant. Schedules may also be adjusted to meet ADA requirements.





Meals and break frequency, schedule, and duration will be established by department (Appendix IX) and will abide by all applicable federal and state restrictions. If a nonexempt employee cannot observe a scheduled meal break during their normal shift, they will be compensated for that time at their regular rate of pay.

Certain personnel may be required to regularly serve in an on-call status. These employees may report to work after hours, on weekends, and on holidays to perform emergency work. On-call employees are expected to provide contact information to their supervisor. Public Works personnel may be scheduled to work alternating day and night shifts for the purpose of snow removal. These shifts may reflect Virginia Department of Transportation (VDOT) responsibilities and restrictions. Time spent on-call is not compensated. When an employee serving in an on-call status is called to work, they will be compensated at their regular rate of pay for no less than (2) hours' work: (1) hour reflecting travel time and (1) hour of work, even if the request to report to work is cancelled. For time worked in excess of (1) hour, the (1) hour compensated travel time will be added to the actual number of hours worked.

In addition, scope of work may require employees to serve in an "engaged to wait" status. During this time, employees are expected to abstain from intoxicants, to remain fit for duty and within a reasonable distance from work, and to report promptly. Time spent "engaged to wait" is compensated at regular rate of pay.

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization.

Overtime assignments will be distributed impartially to all employees qualified to perform the required work. Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Holiday pay will be counted as hours worked for the purposes of determining whether overtime pay is owed. Nonexempt employees called in outside of a regular work shift will be paid overtime pay if they work in excess of (40) hours per work week, or work period for members of Police Department.

Paydays

Exempt employees are paid semimonthly on the 15th and 30th or 31st days of the month. Nonexempt employees are paid biweekly on every other Friday. Each pay distribution will include earnings for all work performed through the end of the previous payroll period and be made via direct deposit to a financial institution designated by the employee as described in Va. Code §40.1-29.

In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday. If a regular payday falls during an employee's vacation, the employee's pay will be available on their regular pay date.

