

**CLIFTON TOWN COUNCIL MEETING
TUESDAY, OCTOBER 5, 2021 7:30 PM
COMMUNITY MEETING HALL
12641 CHAPEL ROAD
CLIFTON, VA 20124**

Present: Mayor Bill Hollaway; Vice Mayor Regan McDonald; Councilmember Patrick Pline; Councilmember Darrell Poe; Councilmember Lynn Screen.
Staff: Amanda Christman, Town Clerk; Nick Orrison, Town Treasurer
Absent: Councilmember Steve Effros; Councilmember Poe until 7:36 PM.

The Regular Meeting was called to order by Mayor Hollaway at 7:30 PM.

Order of Business:

1. Report of the Town Clerk.

a. Approval of the Minutes.

- **Mayor Hollaway moved to approve the September 7, 2021 meeting minutes, seconded by Vice Mayor McDonald. The motion was approved by poll, 4-0 (Councilmember Poe was absent).**

2. Report of the Treasurer.

None.

- **Mayor Hollaway moved to approve the payment in the amount of \$1,675 to Maureen Gilmore for legal services provided in August and September, seconded by Councilmember Screen. The motion was approved by roll-call: Hollaway: Aye; McDonald: Aye; Poe: Aye; Pline: Aye; Screen: Aye.**

a. Update on COVID-19 Federal Grant Funding and Potentially Eligible Town Expenditures.

The Treasurer presented a broad overview of eligible expenses for the American Rescue Plan grant funding, including the use of green space acquisition and utility improvements.

3. Citizen's Remarks.

None.

4. Reports of Committees:

a. Planning Commission.

See attached report.

- **Mayor Hollaway moved to accept the recommendations of the Planning Commission to approve a Final Use Permit for 12725 Clifton Heights Lane, seconded by Councilmember Poe. The motion was approved by poll, 5-0 poll.**
- **Mayor Hollaway moved to accept the recommendations of the Planning Commission to approve a Use Permit for Kate Baker Designs at 12644 Chapel Rd. #D as per the report of the Planning Commission, seconded by Vice Mayor McDonald. The motion was approved by poll, 5-0.**

b. Report of the Zoning Administrator:

Update on Residential Construction Projects:

i. 7184 Clifton Road;

A brief update was provided on the recent County inspections, upcoming court date and the most recent Corrective Work Order that has been issued to the builder. The Town has made itself available to answer any questions that the owners or builders may still have re obtaining town approvals, but no specific questions have yet been received.

ii. 12800 Chapel Street.

A brief update was provided on the owner's efforts to stabilize the disturbed area. A grading plan will be submitted soon in order to proceed with an application for the project to be located outside of the floodplain.

c. Architectural Review Board.

The ARB approved an application for exterior signage for Kate Baker Designs located at 12644 Chapel Road, Suite D.

d. Streetscape Planning Committee.

i. Update on Status of Project and Remaining Steps to Complete before Starting Construction.

Geri and Susan Yantis reviewed the proposed relocation of six utility poles and discussed the inherent challenges to be addressed with each utility provider. The project cost was discussed, along with anticipated grant funding and match contributions. Additional information will be forthcoming with regard to Councilmembers' questions with respect to performance bond requirements and the Town's potential responsibility for perpetual maintenance of VDOT non-standard features such as sidewalks and crosswalks.

5. Unfinished Business:

a. Town Ordinance Revision to Reflect Town Election Change to November of Even Number Years by Virginia General Assembly – Approve Revision to Ordinance.

See attached amendment.

- **Mayor Hollaway moved to adopt the addition of Section 2-24 to Chapter 2 of the Town Code as proposed, seconded by Councilmember Pline. The motion was approved by poll, 5-0.**

b. Town Hall Cleaning Service Provider – Update and Select New Service Provider.
See attached price quote and scope of work.

- **Mayor Hollaway moved to accept the proposal submitted by Clifton V.I.P. Cleaning Services to provide cleaning services twice per month at a cost of \$300 per month for the Town Hall with the addition of regularly dusting the window sills, unless and until the intensity of use of the facility increases significantly, seconded by Councilmember Poe. The motion was approved by roll-call: Hollaway: Aye; McDonald: Aye; Poe: Aye; Pline: Aye; Screen: Aye.**

c. Ayre Square “Park Rules” Signage – Update.
See attached draft.

- **Vice Mayor McDonald moved to approve the sign as presented, seconded by Mayor Hollaway. The motion was approved by poll, 5-0.**

6. New Business:

a. Haunted Trail and Public Access to 8-Acre Park – Confirm Town Access.

- **Mayor Hollaway moved to authorize the expenditure of up to \$1,000 for title and land records research to be performed in order to ascertain the exact nature of the Town’s access to 8-Acre Park and its surrounds, seconded by Councilmember Poe. The motion was approved by roll-call: Hollaway: Aye; McDonald: Aye; Poe: Aye; Pline: Aye; Screen: Aye.**

b. Request for Frequent 8-Acre Park Reservations for Weekly Nature Walk Classes.

- **Mayor Hollaway moved to authorize Clifton educational nature hikes at 8-Acre Park for educational hikes up to 20 hours per week, from dawn to dusk, for up to 2 years, with the conditions that: parking is to be in the Floodplain, not on Chapel Street; that liability insurance shall be provided for the Town by the proprietor; that the group will clean up the park as needed; that the group will identify invasive species and native plants and report to the Town on these and other potential improvements; that the group be limited to 20 people plus a guide at any one time, and that the group will make reports at least twice per year, seconded by Councilmember Poe. The motion was approved by poll, 5-0.**

c. Pink House Office Lease Extension.

Mayor Hollaway reported that the tenants have requested a two-year renewal of the lease, which is allowed in the current terms. Additional information will be forthcoming on potentially changing the start-date of the renewal.

7. Executive Session – Acquisition of Real Property for Public Purpose.

- **Mayor Hollaway moved to enter Executive Session to discuss only matters that are appropriately discussed in Executive Session, seconded by Councilmember Poe. The motion was approved by poll, 5-0.**

Adopted as presented by the Town Council on November 2, 2022

- **Mayor Hollaway moved to close the Executive Session, having affirmed that only matters appropriately discussed in Executive Session were addressed, seconded by Councilmember Poe. The motion was approved by poll, 5-0.**

8. Adjournment.

- **Vice Mayor McDonald moved to adjourn, seconded by Councilmember Pline. The motion was approved by poll, 5-0.**

PLANNING COMMISSION REPORT for September 28, 2021

Present: Terry Winkowski, Michelle Stein, Kathy Kalinowski, Paula Sampson, Patrick Pline, Absent: Susan Yantis and Mac Arnold

1. The Planning Commission reviewed the application for a residential final use permit for construction for 12725 Clifton Heights Lane. The initial preliminary use permit was issued in connection with a plan of development for construction of a pool, retaining walls, deck, fence and patio which comprised in excess of 10,000 square feet. This preliminary use permit was extended by the Town Council through May 31, 2021. The applicant has stated that construction is completed, the ARB has confirmed that the construction is in accordance with the COA, and the Town Clerk has verified that all permits and the other requirements of the preliminary use permit have been complied with. The application for a final use permit is recommended for approval.
2. The Planning Commission reviewed the application for use permit for a retail commercial use for Kate Baker Designs, a jewelry repair and design business, at 12644 Chapel Road, Suite D, Clifton and recommends approval of the application for the hours and days set forth in the application and the allocation of two parking spaces. The current parking tabulation dated 8-25-21 indicates that this address has 63 available spaces and 61 spaces allocated, not including the Baker business.

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Legals

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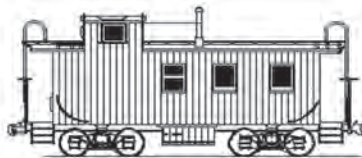
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Announcements

Announcements



Proposed Ordinance Adoption for the Town of Clifton, Virginia Regular Town Council Meeting October 5, 2021

Notice is hereby given that the Town Council of the Town of Clifton, Virginia will consider the adoption of an ordinance as required by, and in conformance with, legislation passed by the General Assembly that all elections after January 2022 shall take place in November of even-numbered years at the regular meeting of the Town Council, to be held on Tuesday, October 5, 2021 at 7:30 PM. The proposed ordinance will be posted on the Town's website cliftonva.gov and a hardcopy will be posted at the Clifton Post Office, 12644 Chapel Road, Clifton, VA 20124. All interested parties are encouraged to attend the meeting.

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Legals

In accordance with New York law, the National Rifle Association of America announces that its Annual Meeting of Members will be held October 2, 2021 at 9:00 a.m. in Charlotte, North Carolina in the Symphony Ballroom at the Sheraton & Le Meridien Charlotte Hotel Complex.

Legals

NOTICE OF SALE OPEN TO THE PUBLIC

Unit# 5007 Amanda West
Unit# 2016 Sandra Stitt
Unit# 2045 Richard Boomer

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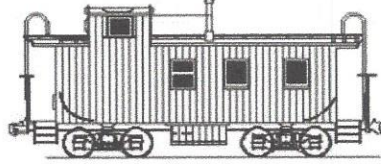
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Town of Clifton, Virginia
12641 Chapel Road
Clifton, VA 20124

**AN AMENDMENT TO CHAPTER 2, ADMINISTRATION ORDINANCE, ADOPTED
OCTOBER 5, 2021, AMENDING ARTICLE 2 THEREOF, BY CREATING SECTION 2-
23 AS FOLLOWS:**


CHAPTER 2 ADMINISTRATION

ARTICLE 2 TOWN OFFICIALS

Sec. 2-24. ELECTIONS

a. Pursuant to Virginia Code § 15.2-1400, and notwithstanding the provisions of Clifton Town Charter §3 (b), or any other general or special law, the election of the Mayor and members of Town Council, beginning after January 1, 2022, shall be held on the general election date in November, and biennially thereafter, with the new terms to begin on January 1 following each general election date in November, in accordance with the following cycles:
The election for the mayoral and five (5) town council seats filled by the council election of May 2020 shall be held in November 2022 and every two (2) years thereafter; and,
In accordance with the provisions of Virginia Code § 1.2-1400 (E)(2), the mayor and members of town council elected at a May general election prior to the date of the adoption of this ordinance shall continue in office until their successors have been elected at the November general election and have been qualified to serve.

ATTEST:


Amanda Christman, Town Clerk
Town of Clifton, Virginia

October 5, 2021
DATE



Clifton VIP Cleaning Services, Inc.

QUOTATION

Springfield, VA 22152

cliftonvipservices2018@gmail.com

Phone: (571) 226-7444

INVOICE #

150

DATE

10/5/2021

BILL TO


Town Hall of Clifton

12641 Chapel Rd.

Clifton, VA 20124

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Cleaning Service - Town hall of Clifton			
Proposal:			-
*Entrance - Vacuum and mop floor. Remove cobwebs.			-
*Bathrooms - Clean and disinfect toilets, sinks, counter tops, doors and floors			-
*Kitchen - Clean and disinfect sinks and counter top			-
			-
Quote for:			-
Weekly \$125.00			-
Bi-weekly \$150.00			-
Monthly \$200.00			-
			-
Genral vacuum and mop floors:			-
Occasionally \$200.00			-
***Our prices include the cleaning supplies.			-
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		SUBTOTAL	
		TAX RATE	
		TAX	-
		TOTAL	\$ -

If you have any questions about this invoice, please contact
Patricia Rodriguez, 571-226-7444, cliftonvipservices2018@gmail.com



*Ayre Square
Town of Clifton*

Please enjoy this public space observing the following rules:

Open dawn to dusk

Consumption of alcohol prohibited

Do not climb trees

Pets must be on leash

Dispose of trash in receptacles

- Thank You -

LEASE

BY AND BETWEEN

The Town of Clifton, Virginia ("Lessor")

AND

George Barker and Helmer for Virginia LLC ("Lessee")

LEASE

THIS LEASE (the "Lease") is dated the 12th day of December, 2019, to be effective as of January 1, 2020 (the "Effective Date"), by and between The Town of Clifton, Virginia (hereinafter collectively referred to as "Lessor"), and George Barker and Helmer for Virginia LLC (hereinafter referred to as "Lessee").

RECITALS:

A. Lessor is the owner of a two story building known as the Pink House, having a street address of 7137 Main Street, Clifton, Virginia 20124 (hereinafter sometimes referred to as the "Building") located in Fairfax County, Virginia. The Building has two separate parts, the Front Building and the Rear Building, based on their proximity on the lot to Main Street. The address of the Rear Building is 7137-B Main Street, Clifton, Virginia 20124

B. Lessee desires to lease space in the Building and Lessor is willing to rent the premises to Lessee upon the terms, conditions, covenants and agreements set forth herein

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

Article I THE PREMISES

In consideration of the premises and the covenants herein set forth, the Lessor does hereby lease unto the Lessee, and the Lessee does hereby lease from Lessor, the entire existing Rear Building at 7137-B Main Street, Clifton, Virginia (the "Premises").

The lease of the Premises includes the right to use the common areas of the Front Building and five (5) spaces in the adjacent parking area, but includes no other rights not specifically set forth herein. For the purposes of this Lease it is agreed that the rentable area of the Rear Building is six hundred and ninety (690) square feet.

Article II TERM

The term of this lease shall commence on January 1, 2020, and shall run for a period of two (2) years, expiring on December 31, 2021, provided however, that Lessee shall have the right to extend the Lease by an additional two (2) year term expiring on December 31, 2023, but only if Lessee provides Lessor with written notice of extension of such lease by no later than September 30, 2021 (the "Two-Year Extension").

Article III RENTAL PAYMENTS

Commencing on the Effective Date, Lessee shall pay to Lessor as monthly rent for the Premises, without set off, deduction or demand (except as otherwise provided in this Lease), an amount equal to the sum of \$1,300.00, provided however, that if Lessee exercises the Two-Year Extension, the monthly rent shall increase to \$1,400 starting on January 1, 2022. The monthly base rent payable hereunder during the Lease Year shall be due and payable in advance on the first day of each month during such Lease Year.

All rent shall be paid to Lessor in legal tender of the United States by good check drawn on a bank located in the United States. Rental payments shall be made to the Town of Clifton, Virginia, P.O. Box 309, Clifton Virginia, 20124. If any sum payable by Lessee under this Lease is paid by check which is returned due to insufficient funds, stop payment order, or otherwise, then (a) such event shall be treated as a failure to pay such sum when due; and (b) in addition to all other rights and remedies of Lessor hereunder, Lessor shall be entitled to impose a returned check charge of Fifty Dollars (\$50.00) to cover Lessor's administrative expenses and overhead for processing. If Lessor shall at any time accept rent after it shall come due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights hereunder. Any rental or other payment due from Lessee hereunder which is not received when due shall be payable by Lessee to Lessor, without demand, with an overdue charge of 5% of the amount owed.

Article IV
UTILITIES AND SERVICES

The Lessee shall be responsible for all utilities supplied to the premises, including Telephone, Cable and Internet Services, electricity, grounds maintenance, trash and sewer. Lessee shall be responsible for all repairs caused by Lessee or Lessee's occupants of the premises. Any other services required by the Lessee shall be supplied by the Lessee at its own expense.

DS
GB

DS
DH

Article V
SECURITY DEPOSIT

Lessor is holding Lessee's security deposit in the amount of \$1,300.00; said deposit shall remain held under this Lease for the entire period covered by this lease thereof.

The security deposit shall be security for the performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Within sixty (60) days after the expiration of the Lease Term, and provided Lessee has vacated the Premises, Lessor shall return the security deposit to Lessee, less such portion thereof as Lessor shall have appropriated to satisfy any default by Lessee hereunder. If an Event of Default occurs, Lessor shall have the right, but shall not be obligated, to use, apply or retain all or any portion of the security deposit for (i) the payment of any base rent or any other sum as to which Lessee is in default, (ii) the payment of any amount which Lessor spends or becomes obligated to spend to repair physical damage to the Premises or the Building; or (iii) the payment of any amount Lessor spends to compensate Lessor for any losses (excluding consequential damages) incurred by reason of such

the Premises. If any portion of the security deposit is so used or applied, within ten (10) days after written notice to Lessee of such use or application, Lessee shall increase the amount of the security deposit, time being of the essence, to the amount required under this Lease and Lessee's failure to do so shall constitute an Event of Default (i.e., not requiring any notice and cure period).

In the event of the sale or transfer of Lessor's interest in the Building, Lessor shall have the right to transfer the security deposit to the purchaser or assignee. If Lessor shall transfer the security deposit to a purchaser or assignee, Lessee shall look only to such purchaser or assignee for the return of the security deposit, and Lessor shall thereupon be released from all liability to Lessee for the return of the security deposit.

Article VI
USE OF PREMISES

Lessee may use and occupy the Premises solely for retail sales and administrative purposes, and for any other legally permissible purpose which is suitable for commercial buildings in Clifton, Virginia within the zoning category applicable to the Premises (the "Permitted Use"), and shall not use or occupy the Premises for any other use or purpose without the prior written consent of Lessor, which consent shall not be unreasonably withheld; and further provided that Lessee must obtain approval for any use from the zoning authority for the Town of Clifton in a valid Use Permit

Article VII
ASSIGNMENT AND SUBLETTING

Lessee shall not have the right to assign, transfer, mortgage sublease, or otherwise encumber this Lease or its interest herein without first obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed by Lessor; provided, however, that Lessor may withhold its consent to any proposed assignment, transfer, mortgage or other encumbrance of this Lease, among other reasons, if (i) an uncured Event of Default exists, (ii) Lessor determines, in its reasonable discretion, that the character of the proposed assignee or the nature of the activities to be conducted by such proposed assignee is of a type or nature that raises a safety or security concern (whether due to the potential picketing, terrorist or other security threats or otherwise), or would, due to the political, ideological or controversial nature of the proposed assignee or the nature of activities conducted (or to be conducted) by the proposed assignee, impair the marketability of the Building as a quality office/retail building, or (iii) Lessor determines, in its reasonable discretion, that the financial history or credit rating of the proposed assignee is unacceptable to Lessor; or (iv) the holder of any mortgage against the Building does not consent to such assignment, transfer, mortgage or other encumbrance (to the extent such holder's consent is required pursuant to the terms of the applicable loan documents) applying the same standard for approval as the Lessor is required to apply pursuant to this Lease. No assignment or transfer of this Lease or the right of occupancy hereunder may be effectuated by operation of law or otherwise without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed by Lessor. If Lessee is a corporation or a limited liability company, any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or transfer of a controlling interest of the capital stock or membership interests of Lessee, shall be deemed a voluntary assignment of this Lease and subject to the foregoing provisions.

Any attempted involuntary assignment or transfer by Lessee of this Lease or its interest herein without Lessor's consent shall be null and void (and, at Lessor's request, Lessee, shall exercise all commercially reasonable efforts to remove the unauthorized occupant from the Premises and Lessee's failure to remove such occupant within sixty (60) days shall constitute an Event of Default). In the event of any such assignment pursuant to this Article of the lease, Lessee shall remain fully liable as a primary obligor and principal for Lessee's obligations and responsibilities under this Lease, including without limitation, the payment of all rent and other charges required hereunder and the performance of all conditions and obligations to be performed under this Lease.

VIII
ALTERATIONS

Lessee agrees not to make any alterations, improvements or additions to the Premises during the term of this lease without first obtaining the Lessor's written consent. Alterations shall include, but are not limited to, paint, wallpaper, floor covering, built-in shelving, etc. Any improvements or additions made by the Lessee, which cannot be removed without damage to the premises, shall remain upon the premises at the expiration of this Lease term and become the property of the Lessor, except that if the Lessor shall notify the Lessee in writing to remove any such alterations, improvements or additions and to restore the premises to the order and condition as of the commencement of this lease, normal wear and tear excepted, and if the Lessee refuses or fails to do so, the Lessor may do so at the Lessor's option and collect from the Lessee as additional rent the cost and expense thereof.

IX
LESSEE'S AFFIRMATIVE COVENANTS

The Lessee agrees to comply with all requirements of public authorities, local ordinances, state and federal laws as may be applicable to the premises and to save the Lessor harmless from any penalties, fines, costs, expenses, or damages resulting from failure to do so and to give the Lessor prompt written notice of accident, fire or damage occurring on or about the premises and to keep all refuse in proper containers; to keep the premises clean, orderly, sanitary and free from rubbish and of obstructions and the Lessee will not do any act or thing which may cause the hazard insurance coverage to be increased upon the premises or to cause such insurance to become void or suspended and further, the Lessee agrees to pay the Lessor, as additional rent, any additional premium for insurance on the premises caused by reason of the Lessee's failure to comply with any part of this lease.

X
[Reserved]

XI
SIGNAGE

Lessee shall not inscribe, paint, affix or otherwise advertise or place signage upon the inside or outside of the premises without first obtaining the Lessor's consent, and upon the Lessor's consent, Lessee further agrees to maintain such approved sign in good condition and repair at all times. Lessee must obtain approval for such advertising or signage visible from the exterior of the

Building from the Architectural Review Board of the Town of Clifton and any other applicable zoning requirements of the Town of Clifton.

XII
LESSOR'S RIGHTS

The Lessor, or a duly authorized agent, reserves the right with respect to the premises, upon reasonable notice, except in cases of emergency when such notice is waived, to go upon and inspect the premises and every part thereof and to make necessary repairs, alterations, or additions, at its option, to the premises and further, to display a "For Rent" or similar sign at any time after notice from either party to terminate this lease. Lessor reserves the right to expand the Building to add additional space and rentable area (an "Addition"); provided that Lessor will consult with Lessee prior to beginning construction on any Addition and shall use good faith efforts and accommodations to minimize disruption to Lessee. For avoidance of doubt, this Lease provides Lessee with use of the existing Front Building and not the space or rentable area of any Addition made after the Effective Date.

XIII
DAMAGE TO THE PREMISES

If the Premises shall be damaged by the elements, fire, or any other casualties not due to the Lessee's negligence, but are not thereby rendered untenable either in whole or in part, the Lessor shall promptly, at its own expense, cause such damage to be repaired. If by reason or such occurrence, the premises, shall be rendered untenable only in part, the Lessor shall promptly, at its own expense, cause the same to be repaired and the rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence, the Lessor shall promptly, at its own expense, cause such damage to be repaired and the rent meanwhile shall be abated in whole, provided however, that if the premises are rendered wholly untenable, then either the Lessor or the Lessee shall have the right (to be exercised by written notice to the other party within sixty (60) days of such casualty) to terminate this lease, and in such event, this lease and the tenancy hereby created shall cease as of the date of said election. Except as herein provided, there shall be no obligation to repair or rebuild in case of fire or other casualty.

XIV
INDEMNIFICATION

The Lessee shall indemnify the Lessor and save it harmless from and against any loss or consequence of the death or personal injury of any person, or any damage to property which occurs or is sustained as a result of any act, negligence or default of the Lessee, its patrons, agents, employees, or invitees, in or in connection with the use of the Premises or which may be attributable thereto or to the presence of any property of the Lessee located upon the premises.

XV
SURRENDER AND HOLDING OVER

The Lessee, upon expiration or termination of this lease, agrees to peaceably surrender the premises in broom-clean condition. Under no circumstance will the Lessee occupy his space beyond the expiration of this contract without the express written consent of the Lessor. Within thirty days of the termination of this lease, providing that the Lessee shall have vacated the property on time and that the property has been returned to its' original condition, the Lessor shall return the Lessee's security deposit. The Lessor shall itemize any deductions, if necessary, from the deposit. If Lessee remains in possession of the Premises after the expiration of the Term, Lessee shall be a Lessee from month to month, upon all the terms hereof which are not inconsistent with such tenancy; provided, however, that Lessee covenants to pay to Lessor as Minimum Rent during such tenancy twice the Minimum Rent in effect immediately before expiration of the Term, in addition to all other rent and other charges due hereunder. If such tenancy is permitted by Lessor, such tenancy may be terminated by Lessor or Lessee upon thirty (30) days' notice. If Lessee remains on the Premises without the written permission of Lessor, Lessee must vacate the premises immediately upon notice by Lessor.

XVI

LESSOR'S REMEDIES UPON LESSEE'S DEFAULT

If the Lessee fails or omits to pay rent or any charges as and when the same may be due and payable, or if the Lessee fails in the performance or observation of any covenant, condition or agreement of this lease, the Lessor shall give written notice of such default to the Lessee. If the Lessee fails to cure such default, within ten days of receipt of notice, then the Lessor at its option, without having deemed to waive any rights or elections in any circumstance, may terminate this lease, in which case the Lessee shall immediately quit and surrender to the Lessor the premises. The Lessor may declare the lease null and void and enter into, and repossess the premises in accordance with the laws of the Commonwealth of Virginia, and in either event, with or without judicial approval, may lease the premises to another Lessee. It is further agreed that in the event of a breach or default by the Lessee, the Lessor shall have the right of injunction to restrain the same and right to invoke any remedy allowed by law or equity whether or not any other remedies, indemnity or reimbursements are provided hereby. The right, remedies, powers, options, and elections of the Lessor either reserved, expressed or contained in this lease are distinct, separate and cumulative, and no one of them shall be deemed to be exclusive of *any* other right, remedy, power, or option which may now or hereafter be conferred upon the Lessor by statute. No termination of this lease, nor taking, nor recovering possession of the premises shall deprive the Lessor of any remedies or action against the Lessee for rent or damage due by reason of the breach or default or the bringing of an action for rent or breach of any part of this lease, or resorting to any other lawful remedy herein or otherwise provided or shall be construed as a waiver of the right to insist upon the forfeiture and to obtain possession in the manner herein provided. The parties further agree that no payment by the Lessee nor receipt by the Lessor of an amount less than the stipulated monthly rental shall be deemed to be other than on account, nor shall any endorsement or statement on any check or letter accompanying payment as rent be deemed an accord and satisfaction and the Lessor may accept such check or payment without prejudice to the Lessor's right to recover the balance of such rent or to pursue any other remedy. The Lessee agrees to pay all expenses incurred in the event of a breach or default by the Lessee, in collecting rental as herein specified and in recovering possession of the premises by the Lessor, including reasonable attorney's fees and

interest on any amount due of 1.5% per month. It is agreed that if any provision of this lease shall be determined to be void by any Court, then such determination shall not affect any other provision of this lease, all of which other provisions shall remain in full force and effect.

XVII
LIMITATION ON LESSOR'S LIABILITY

Notwithstanding anything to the contrary in this Lease, (i) Lessor shall not be liable to Lessee for any loss or damage to property which is either covered by insurance or which Lessee is required to insure under this Lease, (ii) Lessor shall not be liable to Lessee for any of Lessee's possession, (iii) Lessor shall not be liable to Lessee for loss of business in the event that the Building is unusable for any reason, and (iv) any liability of Lessor to Lessee under this Lease shall be limited to direct damages and shall not include indirect, consequential, incidental, or punitive damages, including any liability to Lessee for lost profits or interruption of business. Lessee shall look to its property damage or business interruption insurance policies, and not to Lessor, its agents or employees for any loss incurred as a result of damage to its property or interruption of its business. In addition, Lessor shall not be liable for any damage to personal property, to Premises or to Lessee or other persons, arising from the building or any part or appurtenance thereof arising out of repair or resulting from accident, fire, windstorm, theft, explosion, freezing, leaking or backing up or overflowing or water, gas, sewer, storm pipes or any plumbing connected therewith, or from any damage caused by defective electric wiring, or from any acts or neglect of caretaker or co-tenants or other occupants of the building; nor shall the Lessor be responsible for the loss of personal property from the above costs. Accordingly, the Lessee is required to obtain a "renters insurance policy" that is satisfactory to the Lessor while occupying such property. A copy of such policy must be provided to the Town Clerk. There shall be no personal liability on the part of Lessor, any representatives or agents of the Lessor, or any mortgagee in possession of the Building, with respect to any terms of this Lease.

XVIII
SCOPE AND INTERPRETATION

This lease shall be considered to contain the entire agreement between the parties hereto pertaining to Premises. The laws of the Commonwealth of Virginia shall govern the validity, interpretation, performance and enforcement of this Lease.

XIX
HOURS OF OPERATION

The hours of operation for the Building shall be limited to those hours set forth in a valid and approved Use Permit obtained by the Lessee from the zoning authority for the Town of Clifton. Notwithstanding the foregoing, the Lessor reserves the right to close the building at any time that the Lessor shall feel it is necessary to do so for the purpose of making repairs, or for such other reasons as the Lessor deems necessary to insure the safety and welfare of the building and further the Lessor agrees that, upon such an occasion, the Lessor will post notices of the closing at the entrances to the building.

XX
PARKING

Lessee parking is limited to five (5) parking spaces in the parking lot adjacent to the Building. Lessee accepts said parking area in its "as is" condition as of the date hereof or as it may be improved by Lessor from time to time. Lessee shall not expand or improve the parking area without the express written consent of the Lessor.

XXI
PROHIBITED ACTIVITIES

No lottery tickets, gambling or gambling devises, illegal substances, sexually oriented reading material, sexually oriented films, sexually oriented video tapes, sexually oriented pictures, paintings or photographs or sexually oriented objects of any kind shall be engaged in or brought onto or sold on the premises. No sound will be permitted from the operation of radios, television or other sources at a volume that can be heard outside of the Premises. At no time shall the Lessee alter, rearrange or damage in anyway any of the walls, hallways, staircases, or other structural parts of the Building. Smoking is not permitted at anytime, anywhere within the building.

XXII
BROKERS

Lessor and Lessee each represents and warrants to the other that neither of them has employed or dealt with any broker, agent or finder in carrying on the negotiations relating to this Lease. Each party shall indemnify and hold the other harmless from and against any claim or claims for brokerage or other commissions asserted by any broker, agent or finder engaged by the indemnifying party or with whom the indemnifying party has dealt in connection with this Lease.

XXIII
CONDITION OF PREMISES

Lessee is in possession of the Premises and accepts the same in "as-is" condition without any agreements, representations, understandings or obligations on the part of Lessor to perform any alterations, repairs or improvements.

XXIV
REPRESENTATIONS AND CONDITIONS

By the execution of said Lease, each of the persons who signs as Lessee represents and warrants that he or she is of the full age of eighteen years, and signs the Lease fully and freely with knowledge of the contents thereof, and that he or she has full capacity to sign the said Lease on behalf of Lessee and is under no undue influence, coercion or duress as to the execution thereof.

All policies and procedures in accordance with the current Town of Clifton, Virginia Code must be followed by the Lessee at all times with respect to the Lease and use of the Premises.

The word "Lessee," wherever in this Lease mentioned shall be construed to mean either singular or plural, masculine or feminine, and the work "Lessor" shall be construed to mean the Lessor and its duly authorized agents, and this Lease shall be binding jointly and severally upon the parties hereto, and their respective heirs, executors, administrators, successors, legal representatives and assigns.

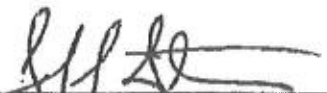
XXV
INSURANCE

Lessee shall obtain and maintain through the lease term, at its expense, general liability insurance protecting both Lessor and Lessee, as named insureds, with limits of at least \$1,000,000.00 for personal injuries, and at least \$500,000.00 for property damage, and to furnish Lessor with satisfactory evidence thereof, upon Lessor's request. All rights of subrogation against the Lessor shall be waived in such policy.

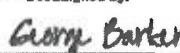
XXVI
NOTICES

All notices given hereunder by either party shall be in writing and given by personal delivery to the Lessor or the Lessee, or shall be sent by the United States Post Office, addressed to the party intended to be notified, at the post office or street address or such party last known to the party giving notice, and notice given as aforesaid shall be a sufficient service thereof, and shall be deemed given as of the date when deposited in any Post Office Box regularly maintained by the Federal Government, with full address properly placed thereon, and with full postage prepaid.


IN WITNESS WHEREOF, Lessor and Lessee have executed this Deed of Lease under seal on or as of the day and year first above written.


WITNESS


WITNESS

LESSEE
DocuSigned by:

GEORGE BARKER

DATE: 12/13/2019

DocuSigned by:

HELMER FOR VIRGINIA LLC

DATE: 12/24/2019

LESSOR

James Durand
WITNESS



WILLIAM R. HOLLAWAY, MAYOR
TOWN OF CLIFTON, VIRGINIA

DATE: 1/29/2020

GUARANTY OF LEASE

As a material inducement to Lessor executing the foregoing Lease (the "Lease") for a term beginning January 1, 2020 between The Town of Clifton, Virginia ("Lessor") and George Barker and Helmer for Virginia LLC ("Lessee"), for premises in a commercial building known as the Pink House, having an address of 7137-B Main Street, Clifton, Virginia 20124, the undersigned (the "Guarantor") hereby unconditionally and absolutely guarantees unto Lessor, its successors and assigns, the full, prompt and complete payment by Lessee of all monthly base rent, additional rent and any other sums provided for in the Lease, and the prompt, faithful and complete performance and observance by Lessee of all of the terms, covenants and conditions of the Lease to be performed or observed by Lessee.

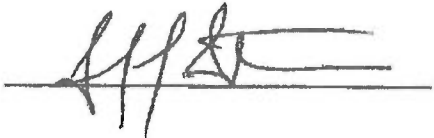
Guarantor hereby waives (i) notice of any and all defaults by Lessee, (ii) acceptance and notice of acceptance of this Guaranty, (iii) all demands for payment and/or performance, and (iv) all rights of indemnification, recourse or reimbursement for any liability under this Guaranty. Guarantor agrees that no (i) delay by Lessor in enforcing any of its rights or remedies, (ii) extension of time given Lessee by Lessor, or (iii) amendments to the Lease, including, without limitation, any amendments enlarging the Premises, increasing the rent, or extending the Term, shall limit, affect or impair the liability of Guarantor, and Guarantor expressly consents to any such delays, extensions, and amendments with the same force and effect as though its written consent had been given to each of them. The assignment of the Lease or subletting of all or any portion of the Premises shall not affect the Guarantor's liability hereunder.

This Guaranty is independent of and in addition to any security or other remedies which Lessor may have for the performance of any of the Lessee's obligations under the Lease. Lessor shall not be required to resort to any other security or other remedies before proceeding upon this Guaranty. Lessor may proceed against Guarantor at any time it sees fit, independently of or concurrently with any other remedies.

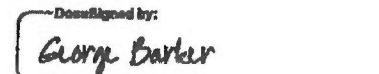
This Guaranty shall be binding upon the undersigned, its successors and assigns, and shall inure to the benefit of Lessor, its successors and assigns. This Guaranty will end upon the death of the undersigned guarantor. Capitalized terms in this Guaranty shall have the same meaning as in the Lease unless expressly provided otherwise.

IN WITNESS WHEREOF, the undersigned have duly executed this Guaranty under seal this 13th day of December, 2019

WITNESS:



GUARANTOR:

Designated by:

George Barker
SSN (last four digits): _____

GUARANTY OF LEASE

As a material inducement to Lessor executing the foregoing Lease (the "Lease") for a term beginning January 1, 2020 between The Town of Clifton, Virginia ("Lessor") and George Barker and Helmer for Virginia LLC ("Lessee"), for premises in a commercial building known as the Pink House, having an address of 7137-B Main Street, Clifton, Virginia 20124, the undersigned (the "Guarantor") hereby unconditionally and absolutely guarantees unto Lessor, its successors and assigns, the full, prompt and complete payment by Lessee of all monthly base rent, additional rent and any other sums provided for in the Lease, and the prompt, faithful and complete performance and observance by Lessee of all of the terms, covenants and conditions of the Lease to be performed or observed by Lessee.


Guarantor hereby waives (i) notice of any and all defaults by Lessee, (ii) acceptance and notice of acceptance of this Guaranty, (iii) all demands for payment and/or performance, and (iv) all rights of indemnification, recourse or reimbursement for any liability under this Guaranty. Guarantor agrees that no (i) delay by Lessor in enforcing any of its rights or remedies, (ii) extension of time given Lessee by Lessor, or (iii) amendments to the Lease, including, without limitation, any amendments enlarging the Premises, increasing the rent, or extending the Term, shall limit, affect or impair the liability of Guarantor, and Guarantor expressly consents to any such delays, extensions, and amendments with the same force and effect as though its written consent had been given to each of them. The assignment of the Lease or subletting of all or any portion of the Premises shall not affect the Guarantor's liability hereunder.

This Guaranty is independent of and in addition to any security or other remedies which Lessor may have for the performance of any of the Lessee's obligations under the Lease. Lessor shall not be required to resort to any other security or other remedies before proceeding upon this Guaranty. Lessor may proceed against Guarantor at any time it sees fit, independently of or concurrently with any other remedies.

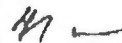
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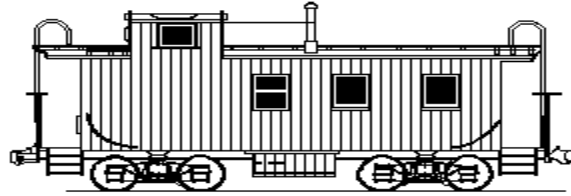
IN WITNESS WHEREOF, the undersigned have duly executed this Guaranty under seal this 27th day of December, 2019

WITNESS:



GUARANTOR:

DocuSigned by:

Dan Helmer
SSN (last four digits): _____



**CLIFTON TOWN COUNCIL MEETING
TUESDAY, OCTOBER 5, 2021, 7:30 PM
WAYNE H. NICKUM CLIFTON TOWN HALL
12641 CHAPEL ROAD
CLIFTON, VA 20124**

Town Council Meeting - Order of Business:

1. Report of the Town Clerk:
 - a. Approval of the Minutes (previous meetings and work sessions).
2. Report of the Treasurer.
 - a. Update on COVID-19 Federal Grant Funding and Potentially Eligible Town Expenditures.
3. Citizen's Remarks - Suggestions or complaints of citizens and taxpayers, and other persons authorized by the Mayor to address the Council.

Each person wishing to address the Council shall, when recognized by the Mayor:

 - (i) Give their name and address;
 - (ii) Direct their remarks to the Council and not to other citizens present;
 - (iii) Be limited to one period of not over three (3) minutes, unless granted additional time by unanimous consent of the Council.

Persons requesting to speak must have registered with the Town Clerk by no later than Noon of the day of the meeting. Priority to speak shall be given to persons in the order that they registered with the Town Clerk.
4. Reports of Committees:
 - a. Planning Commission.
 - b. Report of the Zoning Administrator:
 - i. Update on Residential Construction Projects:
 - A. 7184 Clifton Road;
 - B. 12800 Chapel Street.
 - c. Architectural Review Board.
 - d. Streetscape Planning Committee.
 - i. Update on Status of Project and Remaining Steps to Complete before Starting Construction.
5. Unfinished Business:
 - a. Town Ordinance Revision to Reflect Town Election Change to November of Even Number Years by Virginia General Assembly – Approve Revision to Ordinance.
 - b. Town Hall Cleaning Service Provider – Update and Select New Service Provider.
 - c. Ayre Square “Park Rules” Signage – Update.
6. New Business:
 - a. Haunted Trail and Public Access to 8-Acre Park – Confirm Town Access.
 - b. Request for Frequent 8-Acre Park Reservations for Weekly Nature Walk Classes.
 - c. Pink House Office Lease Extension.
7. Executive Session – Acquisition of Real Property for Public Purpose.
8. Adjournment.