

## TREASURER MONTHLY REPORT

July 2025

COUNCIL MEETING – August 5, 2025

### **Audit Preparation/Accounting Support**

Work has begun on FY24 audit preparation. I have sent lots of documentation for various accounts and transactions through a secure portal. I have communicated at least weekly but typically more frequently in the past month. I will keep the Town Council up-to-date as this progresses.

### **Other Payments – Previously approved by Council**

- Green Valley Landscaping, invoice #58188 dated 6/30/2025 for 4 lawn mowing sessions and trimming: \$1,440.00
- Invasive Plant Control, invoice #2025188 dated 6/26/25 for quarterly maintenance: \$1,650.00
- J2 Engineers, invoice #28966 for \$565.09
- VRSA – Virginia Risk Sharing Assn, renewal invoice #13724 for annual insurance: \$7,367.00
- Resource Recovery Project, invoice # 2025-06 for litter control: \$932
- Virginia Municipal League, invoice #21878 for annual dues: \$500

### **Requests for Approval of Payment**

- J2 Engineers, invoice #29248 for project coordination and right-of-way Acquisition for \$1,481.30
- Bowman, invoice 502811 for Streetscape Phase 2 ROW acquisition for \$2,248.63

**Town of Clifton  
Account Balances  
FY26**

		7/31/2025			<u>Notes</u>
<b>ASSETS</b>					
Current Assets					
Checking/Savings					
	United Bank - Haunted Trail Account	10,626.97			
	United Bank - Events Acct	11,092.70			
	United Bank - Checking	57,253.52	Min Bal \$2,500	"Chairman's Club"	
	United Bank - Security Deposit	3,117.80			
	United Bank - Money Market Savings	238,959.09	Min Bal \$15,000		
	Investments-LGIP	1,333,231.56			
	<b>Total Checking/Savings</b>	<b>1,654,281.64</b>			

	July'25	Month Budget	July '25 - June '26	YTD Budget	Annual Budget
<b>OPERATIONS - FY25</b>					
<b>Income</b>					
<b>Taxes and Permits</b>					
Town Permits and Licenses (ARB, Use, BPOL)	250	4,258	250	4,258	51,100
Town Meals Tax - NEW	23,605	18,750	23,605	18,750	225,000
All Other Tax and Permit (State, County, NVCTB)	3,424	3,604	3,424	3,604	43,250
Facility Rentals (Town Hall, Pink House, Parks)	100	346	100	346	4,150
Grants (Fire, Litter Control)		2,417		2,417	29,000
<b>Events</b>					
Celebrate Clifton Gala		0		0	0
Haunted Trail		2,917		2,917	35,000
Homes Tour		417		417	5,000
Interest Income	5,531	5,000	5,531	5,000	60,000
Other Income		0		0	0
<b>Total Income</b>	<b>32,910</b>	<b>37,708</b>	<b>32,910</b>	<b>37,708</b>	<b>452,500</b>
<b>Expense</b>					
Payroll Expenses	11,443	13,034	11,443	13,034	156,406
<b>Contractual</b>					
				0	
Town Government (Prof fees, dues, web, storage)	7,867	10,354	7,867	10,354	124,250
Facilities (Town Hall, Pink House & Parks)	1,952	5,225	1,952	5,225	62,700
Services (Landscape, trash, electric)	1,931	3,658	1,931	3,658	43,900
Grants (Fire, Litter)	932	2,417	932	2,417	29,000
Events		2,342		2,342	28,100
Committees	1,003	1,388	1,003	1,388	16,650
Commodities		254		254	3,050
Other (Council Approval Required)					
<b>Total Expense</b>	<b>25,128</b>	<b>38,671</b>	<b>25,128</b>	<b>38,671</b>	<b>464,056</b>
<b>Net Income from Operations</b>	<b>7,782</b>	<b>(963)</b>	<b>7,782</b>	<b>(963)</b>	<b>(11,556)</b>
<b>CAPITAL IMPROVEMENTS/TOWN FUNDED (NON-GRANT) - FY25</b>					
<b>Expense</b>					
Town-Funded Projects		11,833		11,833	142,000
Harris & 8 acre parks improvements, signs, parking and trash enclosure					
<b>Net Income - CIF Funds/Town Funded</b>	<b>0</b>	<b>(11,833)</b>	<b>0</b>	<b>(11,833)</b>	<b>(142,000)</b>
<b>CAPITAL IMPROVEMENTS/GRANT INCOME - FY25</b>					
<b>CIF Income</b>					
CIF - Reimbursement from VDOT		133,333		133,333	1,600,000
		0		0	
<b>CIF Expenses</b>					
Processing Easements		0		0	0
Streetscape 2A - Preliminary Engineering		0		0	
Streetscape 2A - Right of Way	565	0	565	0	
Streetscape Phase 2A Construction		166,667		166,667	2,000,000
<b>Total CIF Expenses</b>	<b>565</b>	<b>166,667</b>	<b>565</b>	<b>166,667</b>	<b>2,000,000</b>
<b>Net Income - CIF Funds/Grant</b>	<b>(565)</b>	<b>(33,333)</b>	<b>(565)</b>	<b>(33,333)</b>	<b>(400,000)</b>
<b>Consolidated Net Income</b>	<b>7,217</b>	<b>(46,130)</b>	<b>7,217</b>	<b>(46,130)</b>	<b>(553,556)</b>

**Town of Clifton CARES Summary - SLGRF**

Total Received SLGRF 303,992.00

	<b>Obligated as of 12/31/24</b>	<b>Expended as of 7/31/25</b>	<b>Dates</b>
Ayre Square Purchase	\$ 91,184.55	\$ 91,184.55	12/21/2021
Harris Park Extension Purchase	\$ 74,452.95	\$ 74,452.95	12/21/2021
Harris Park Extension Cleanup	\$ 11,500.00	\$ 11,500.00	4/1/22-5/31/22
Administrator Position	\$ 108,670.85	\$ 69,394.75	4/16/24-12/31/26
Floodplain Park Invasive Plant Control	\$ 775.00	\$ 775.00	9/1/23-3/31/24
Gazebo Repair	\$ 3,050.00	\$ 3,050.00	7/1/24-7/31/24
Caboose Repairs	\$ 9,500.00	\$ 6,500.00	8/6/24-6/30/26
Flood Plain Parking Lot Rehab	\$ 4,858.65	\$ 3,348.00	9/1/24-6/30/26
	\$ 303,992.00	\$ 260,205.25	

Remaining - as of 12/31/24

Administrator Report 8/5/2025

My apologies for missing our meeting. I'm in Boston at a state legislative conference.

Fence-

3 companies

All coming to walk the area with me next week. Will forward estimates to TC

Bridge repainting-

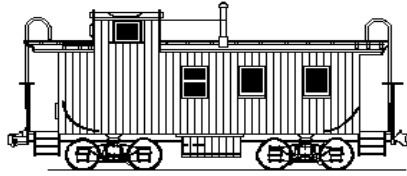
Unable to find companies interested in the project. Donna Netschert is helping me secure an alternate bid. Will send to TC as soon as I receive it. Reminder than Enrique's estimate was nearly \$4k.

Town Hall Lease-

No new updates. If appropriate, I'd recommend the TC vote to sign the lease as presented or don't, but the county is uninterested in Negotiating.

Website-

Wanted to give a huge shout out to Kerrie and Jay for leading the Communication Cmte through the process. It looks terrific!



Town of Clifton, Virginia  
P.O. Box 309  
Clifton, VA 20124

August 3, 2025

TOWN OF CLIFTON STREETSCAPE PROJECT FOR MAIN STREET - Phase II  
VDOT Project: CLFT-029-101, P102, R201, C502  
(UPC 109949) & (UPC 126584)

PROJECT UPDATE

- A. Roadway Construction Project – Holding waiting on completion of the Duct Bank Construction.
- B. Duct Bank Construction Project – The Project team received comments from VDOT on the Plans, Specifications, and Estimate Package (PC&E) on July 3rd. These comments were addressed and the PC&E package was resubmitted on July 16<sup>th</sup>. On July 22<sup>nd</sup> a couple final comments were received from the Central Office. The PC&E package has addressed the final comments but was not required to be sent back to Central Office. The Project team is awaiting the Authorization Letter from Central Office.
- C. Advertisement – The Project Team has identified the website eVA has the preferred source for advertising the Project. The website eVa is an official Procurement Marketplace established by the State of Virginia. This public domain is available across the commonwealth and is the preferred source for contractors. The Town of Clifton has been registered as a user and is awaiting to be established as a Client in the eVA system. This may take a few more weeks to be completed, but eVA is expediting the process as much as they can.

As a back-up plan, the Project Team reached out to Fairfax County to see if there is a procurement resource they use and one the Town can utilize with the county's assistance.

- D. Easements – All easements have been recorded.
- E. Utilities – A response is still pending from each of the utility companies regarding the Utility Agreements.

A Plan & Estimate has been received from all three of the Utility Companies for their respective work for the Duct Bank Project. Both Verizon and Cox will be providing the conduit materials for their respective portion of the duct bank. All utilities will be providing other materials as needed for their utilities for their portions of the duct bank and transition of their utilities.

VDOT agreed to approve each of the Plan & Estimates in lieu of requiring a separate land use permit. This will expediate the process and made each of the utilities very happy.

Verizon will begin the process of mining the existing copper lines sometime over the next month. It is not clear yet how much of the copper will be removed beyond the scope of the Project. They have asked for assistance to block off the parking spaces adjacent to the poles. Verizon will contact the Project Team once the schedule is known so the Town can assist accordingly. Initially the copper will be trimmed out and then completely removed during the transition phase.

- F. Railroad Coordination - The Town continues to have communication through Keyana Holloway with Norfolk Southern.

The Project Team is waiting for a final amendment to the existing lease between the Town and the railroad for the required mill and overlay in the railroad right-of-way, as well as the new Street Light that will be located in the railroad right-of-way.

- G. A meeting was held with CES to review their proposals for the Duct Bank as well as the Roadway Construction. The purpose was to resolve any additional services that were incurred during the design phase of the Duct Bank as well as to be sure all services required for the construction phase of both Projects were properly outlined.

J2 will need to present a change order for revising the roadway plans to reflect the as-built conditions of the utility relocation once the Duct Bank construction is complete. This is a requirement from VDOT so the plans accurately reflect existing conditions at the time of the roadway construction. VDOT will not require the plans reflect the new manhole that was installed during the repairs of the storm water pipe by VDOT.

The plan is to present a change order for CES and J'2's services at next month's Town Council Meeting. This will include all services required through the end of both Projects.

### **Needed actions for Project by the Town Council**

Approval of Project Invoices.

Susan Yantis & Geri Yantis  
Streetscape Project - Project Managers

August 5, 2025

# COMMUNICATIONS COMMITTEE MONTHLY UPDATE

## 1. KEY AND ONGOING ACTIVITIES/RECOMMENDATIONS

A. **See below sections.**

## 2. ACCOMPLISHMENTS

A. **Updated content of Beta website:** Worked with committee members to review the beta website and identify gaps and areas where updates were required, made those updates. Categorized by critical before go-live and things that could wait until after. Everything critical before go-live (i.e. bringing us up to speed with the existing current website) has been completed.

## 3. CHALLENGES/ISSUES

A. **Domain changeover:** Working with Jay to get domain changes sorted. There are two locations we needed access to, Jay has access to where our .gov is registered, but need access to domain management in GoDaddy. Awaiting response from Darla to see if she has access, as none of the existing GoDaddy accounts have access to the cliftonva.gov domain.

## 4. UPCOMING PLANS

A. **Domain changeover:** Scheduling go-live to the new website for this month, assuming we can get access to GoDaddy.

## 5. IMPORTANT DATES

A. **Mid-August:** Point our domain to the new website, will be scheduled as soon as we can resolve GoDaddy access.

## 6. ATTACHMENTS AND SUPPORTING DOCUMENTS

A. N/A

## RESOLUTION

WHEREAS, the Town of Clifton, Virginia (the “Town”) owns a parcel of real estate and improvements thereon located at 7137 Main Street, Clifton, Virginia, identified as tax map #0754 02 0010 (the “Lot”) in the real property records of Fairfax County, Virginia (the “Property”);

WHEREAS, the structure located on the front of the Lot (the “Pink House”) has deteriorated and is in need of rehabilitation;

WHEREAS, El Paso – American Housing Foundation, Inc., a Texas nonprofit corporation and exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Donor”) has indicated its willingness to contribute \$500,000 to the Town for the purpose of funding a significant portion of the rehabilitation costs, with conditions to such funding specified in an Agreement for Conditional Donation, in the form attached to this resolution (the “Contribution Agreement”) and compliance by the Town with certain requirements specified in a Use Agreement, in the form attached to the Contribution Agreement as Exhibit B (the “Use Agreement”);

WHEREAS, it is the desire of the Mayor and Council of the Town to cause the rehabilitation of the Pink House on the terms set forth in the Contribution Agreement and operation of the Pink House and Lot on the terms set forth in the Use Agreement; and

WHEREAS, based on the recommendation of the Donor and the reputation and experience of Royce Jarrendt and One Dwelling, Inc. (the “Contractor”) with rehabilitation of structures in the Town, the Town has determined that the Contractor should be selected as contractor to perform the rehabilitation of the Pink House, subject to approval by the Donor and the Town of the terms of a construction contract between the Town and the Contractor.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL AS FOLLOWS:

1. The Contribution Agreement and the Use Agreement hereby are approved and authorized to be executed, delivered and performed by the Town, with such changes, insertions and omissions as may be necessary or appropriate, the authorization of which changes, insertions and omissions shall be evidenced conclusively by its execution of such instruments.
2. The Contractor hereby is selected to perform rehabilitation of the Pink House, subject to approval by the Donor and the Town of the terms of a construction contract between the Town and the Contractor, such approval by the Town to be evidenced by a resolution of the Mayor and Council of the Town.
3. This resolution shall be effective as of its adoption.

This resolution hereby is adopted as of August 5, 2025.

## AGREEMENT FOR CONDITIONAL DONATION

This Agreement for Conditional Donation, dated as of August \_\_, 2025 (this “Agreement”) is entered into between El Paso – American Housing Foundation, Inc. ”), a Texas nonstock corporation and exempt organization under Section 501(c)(3) of the U.S. Internal Revenue Code (the “Donor”) and the Town of Clifton, Virginia, a political subdivision of the Commonwealth of Virginia (the “Town”). Donor is committing to donate, and the Town will accept, \$500,000 (the “Contribution”) to pay for renovation work on the “Pink House,” a historic structure owned by the Town and located on the real property identified by Fairfax County PIN #0754 02 0010 (the “Lot”), with an address of 7137 Main Street, Clifton, Virginia (the “Premises”), which is listed as a contributing structure to the National Historic District of The Town, on the basis of the terms set forth in this Agreement.

As conditions of the Town’s acceptance and use of the Contribution, Donor and the Town agree as follows:

1. The Town will enter into a construction contract (the “Construction Contract”) with One Dwelling, Inc. (the “Contractor”), in form and substance satisfactory to Donor and the Town, and as approved by the Town Attorney, to perform the scope of work set forth on Exhibit A (the “Work”), and with respect to the Work, the Construction Contract will comply with the requirements of the Virginia Public Procurement Act, Va. Code § 2.2-4300, *et seq.*, where applicable, and shall specify, among other things:
  - a. the scope of the Work;
  - b. the method by which the cost of the Work is to be determined and timing for disbursement of payments therefor;
  - c. all subcontractors to be used for the Work, and require Contractor to give written notice to Donor and the Town of all replacements of such subcontractors during the term of the Construction Contract, which subcontractors must be acceptable to Donor and the Town;
  - d. the amount of any advance to be made to Contractor prior to commencement of Work, which shall not exceed 15% of the total contract price;
  - e. the amount of any retainage to be withheld from each contract payment, which shall not be less than 5% of each requested payment (the “Retainage”), a portion of which Retainage is permitted to be released to Contractor for payment to each subcontractor upon substantial completion of its portion of the Work;
  - f. the process for requesting payment under the Construction Contract, including that each invoice will be paid by the Town not later than the 10<sup>th</sup> day of each month, if received not later than the 20<sup>th</sup> day of the prior month and all conditions to payment under the Construction Contract have been satisfied;
  - g. that Contractor will present to the Town, with a copy to Donor, not later than the 20<sup>th</sup> day of each month (i) an invoice and an originally executed and notarized lien release, conditioned only on the receipt of payment, in recordable form under

Virginia law, signed by Contractor with respect to each request for payment, (ii) an originally executed and notarized lien release, conditioned only on the receipt of payment, in recordable form under Virginia law, signed by each subcontractor to be paid from proceeds of such payment, and (iii) a breakdown of work for which payment is requested, including dollar amounts to be paid to each subcontractor from such payment; and

- h. that all Work performed with respect to the Premises be inspected and approved either by Fairfax County, Virginia or by an inspector retained by the Town, before payment is made on any invoice submitted by Contractor.

All such requirements in such Construction Contract will be complied with unless Donor and the Town agree in writing to a specific waiver or change of any such requirement.

2. If the total cost of the Work, or any changes or additions to the Work, exceeds the amount of the Contribution, the Town will pay such excess in the manner specified in paragraph 3, in an amount not to exceed \$250,000.
3. The Town will review and approve or disapprove all invoices from Contractor not later than the 10<sup>th</sup> day of each month, if received not later than the 20<sup>th</sup> day of the prior month and all conditions to disbursement set forth in the Construction Contract have been complied with. Donor will disburse portions of the Contribution to the Town for the purpose of paying each Contractor invoice, minus the Retainage, in a dollar amount equal to the fraction that the amount of the Contribution bears to the total contract price set forth in the Construction Contract on the date of its execution (e.g. \$500,000 divided by \$700,000 = 5/7<sup>th</sup>) (each such payment, the “Donor Percentage”), not later than ten (10) days after The Town approval. The Town shall pay each Contractor invoice, minus the Retainage, and shall fund its share of each invoice from resources other than the Contribution in a dollar amount equal to the fraction that, when added to the Donor Percentage, equals 1 (e.g. 2/7<sup>th</sup> + 5/7<sup>th</sup> = 1). No change to the contract price under the Construction Contract after execution thereof shall change such percentage. Retainage is permitted to be released to Contractor for payment to each subcontractor upon substantial completion of its portion of the Work, and to Contractor upon final completion of the Work and satisfaction of all conditions to disbursement under this Agreement.
4. The Town and Donor shall execute and deliver a Use Agreement, in the form attached to this Agreement as Exhibit B, to memorialize ongoing rights and obligations of Donor and the Town as a condition to Donor’s obligation to make the Contribution, which shall be recorded by the Town in the land records of Fairfax County, Virginia prior to disbursement by Donor of the balance of the Contribution.

5. Donor shall disburse the balance of the Contribution, including undisbursed Retainage, to the Town not later than ten (10) days after receiving (i) written notice from the Town that the Work has been completed, inspected and approved by Fairfax County, Virginia, and that all other conditions to disbursement set forth in the Construction Contract and this Agreement have been complied with and (ii) a copy of the Use Agreement, with information that evidences its recordation in the land records of Fairfax County, Virginia.
6. The Town agrees to initiate a Zoning Amendment, using the process as outlined in § 9-26 of the Town's Zoning Ordinance, wherein the Town will seek to have the Lot re-zoned to "Low Impact Commercial District." Should the application for rezoning not be approved prior to disbursement of the balance of the Contribution, the Donor may elect to terminate this Agreement, and shall have no further obligations to the Town hereunder; provided, however, that the obligations under the Use Agreement shall continue.
7. For so long as the Use Agreement remains in effect, the Town agrees to cause all parking spaces on the Lot to be visually identified, the Lot to be lighted at night, signage identifying the Lot for use as public parking to be provided and the Lot to be made available for use as public parking to the general public (with no rental to specific users or commercial establishments), including any spaces required to be marked and reserved for disabled persons pursuant to the Americans With Disabilities Act, as amended, not later than the completion of the Work and to pay all such costs from its own resources, and not from the Contribution.
8. Donor shall have the right to enforce compliance with the provisions of this Agreement, both in law and in equity, and may assign that right to any person or entity during the term of this Agreement, together with notice to the Town and the method by which to communicate with such assignee. Any failure of the Town to comply with this Agreement shall permit Donor to terminate its obligations hereunder.
9. This Agreement shall be effective when executed by Donor and the Town and shall remain in effect until the Work has been completed and the Contribution has been fully funded.
10. Notice to Donor and the Town shall be given by electronic means, delivered as follows:
  - a. Donor – [bb@amervillage.org](mailto:bb@amervillage.org) and [khk@amervillage.org](mailto:khk@amervillage.org)
  - b. Town – [clerk@cliftonva.org](mailto:clerk@cliftonva.org)and shall be deemed to be received three (3) days after having been sent with a read receipt requested. Any assignee of Donor shall provide notice of its electronic mail address to The Town.
11. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

12. The provisions of this Agreement shall be deemed to be severable, except that the provisions contained in Sections 2, 4, 6 and 8 hereof shall be deemed material inducements to Donor's entering into this Agreement and therefore not severable.
13. This Agreement may be executed in any number of counterparts with the same effect as if the signatures were upon the same instrument.

IN WITNESS WHEREOF, Donor and the Town have caused this Agreement to be executed.

DONOR:

El Paso – American Housing Foundation, Inc.

By: \_\_\_\_\_  
Name: Brant Baber  
Title: President

TOWN:

Town of Clifton, Virginia

By: \_\_\_\_\_  
Name:  
Title: Mayor

## Exhibit A

### Scope of Work

- Architectural and structural drawings
- The total land disturbance for the proposed work should be less than 2,500 square feet and therefore a full site and grading plan should not be required during the Fairfax County and Town of Clifton permit review. Standard erosion control practices during construction are required.
- Permits:
  - Town of Clifton Architectural Review Board
  - Town of Clifton Planning Commission with consulting engineer review
  - Fairfax County Plan review and building permit
  - Permit/approval Coordination
- Private Inspections for all groundwork, concrete footing, concrete slabs and waterproofing
- Establish temporary electrical service
- Demolition:
  - Remove from First Floor
    - all interior trim and drywall
    - all electrical wiring and devices
    - all windows and doors
    - all plumbing pipes and fixtures
    - existing electrical panel and meter base
    - existing well service
    - existing mechanical room and all related foundation walls, concrete slab groundwork on the south side of the building
    - all siding and trim
    - 1st floor hardwood flooring
    - 1st floor joists
  - Remove existing windows and trim from Second Floor
- Building Structural Bracing
- Foundation Wall and Footing:
  - Form and pour concrete footings at interior perimeter of existing foundation
  - Form and pour concrete walls at interior of existing foundation
  - Form and pour concrete walls on exterior of existing foundation on the southwest side of the building to the existing fireplace
  - Waterproofing at new exterior foundation wall (southwest corner)
  - Provide exterior drainpipe with gravel and filter fabric along the south side to an exterior sump pump crock

- Provide piping away from building
- Crawl Space:
  - Remove all existing debris
  - Provide perimeter drainpipe to sump pump, discharge to exterior
  - Provide a 20 mil. vapor barrier over the entire crawl space area
  - Provide closed cell insulation at the perimeter foundation walls
  - Provide dehumidification/ventilation with electrical connections
- First Floor Structure:
  - Replace first floor joists
  - Provide ¾" T&G subfloor sheathing
  - Provide concrete piers, posts & beams for mid-span bearing
- Second Floor Structure:
  - Remove or sister any damaged existing joists
  - Provide a mid-span beam with supports
- Stairway Modifications may be necessary due to height changes
- Exterior:
  - Remove or sister any damaged studs
  - Prepare proper framing at all window and door areas
  - Provide batt insulation
  - Provide 7/16" OSB sheathing on all exterior walls
  - Provide building wrap material
  - Install new windows and doors
  - Provide new exterior trim
  - Provide new cement fiber siding
  - Provide new gutters and downspouts
  - Exterior Paint
  - Reroute walkway to existing ramp
  - New walkway to front and side entry
  - Gravel at existing parking area
  - Roof replacement with prefinished standing seam metal
- HVAC:
  - Create a 2-zone system, one for each floor
  - Full electric heat pump, not split systems
  - Provide interior space for air handlers
- Plumbing:
  - Relocate existing pressure tank
  - Replace existing copper piping
  - Provide new water heater
  - Provide new 1st floor two piece bathroom on first floor
- Electric:

- Provide new electrical service and panel
- Provide new lighting and outlets on the 1st floor
- Reactivate existing lighting and outlets on the 2nd floor
- Provide new exterior lighting
- Provide electric service to new HVAC units and sump pumps
- Interior Finishes:
  - Provide new drywall on the 1st floor
  - Patch and repair drywall on the 2nd floor
  - Provide new interior doors
  - Porcelain Tile, new 1st floor bath and existing 2nd floor bath
  - Provide new kitchen and bath cabinets and counter tops
  - Provide new kitchen appliances
  - Provide new interior trim, door, window, baseboard, stair rail
  - Provide new LVP on 1st floor, refinish existing 2nd floor
  - Interior Paint
  - Provide door hardware, bath fixtures and hardware, cabinet hardware
- Site Dumpsters
- Site toilet

## Exhibit B

### USE AGREEMENT

This Use Agreement, dated as of \_\_\_\_\_, 202\_\_ (this “Agreement”) is entered into between El Paso – American Housing Foundation, Inc., a Texas nonprofit corporation and exempt organization under Section 501(c)(3) of the U.S. Internal Revenue Code (the “Donor”) and the Town of Clifton, Virginia (the “Town”). Donor has agreed to contribute \$500,000 (the “Contribution”) to the Town pursuant to that certain Agreement for Conditional Donation, dated August \_\_, 2025 (the “Contribution Agreement”) to pay for the Work (as defined in the Contribution Agreement) on the Pink House, a historic structure located on the real property identified by Fairfax County PIN #0754 02 0010 (the “Lot”) at 7137 Main Street, Clifton, Virginia, which is listed as a contributing structure to the National Historic District of the Town (the “Premises”).

The Work was completed as of \_\_\_\_\_, 202\_\_ (the “Completion Date”), and the execution and recording of this Agreement is a requirement of the Contribution Agreement.

Donor and the Town agree as follows:

1. For a period of twenty (20) years from the Completion Date, the Town, will:
  - a. permit use of the Premises and the Lot only by:
    - i. the Town and any of its authorities, commissions or committees (“Governmental Entities”) and their respective employees, agents, volunteers and representatives (collectively, “Governmental Users”) for governmental purposes of the Town; and
    - ii. organizations that are exempt from federal income taxation under Section 501(c) of the United States Internal Revenue Code of 1986, as amended (collectively, “Nonprofits”);
  - b. permit use of the Premises by Governmental Users and Nonprofits only for storage, meetings, displays or offices, either with or without charge;
  - c. maintain the Premises and cause the exterior cladding, roof, windows and landscaping of the Premises to be maintained and painted and its foundation to be repaired when required, and its wifi, electric, water, heating and air conditioning systems to be kept in working order;
  - d. insure the Premises for its replacement value;
  - e. retain a person or company for the purpose of maintaining the Premises and budget not less than \$5,000 per year for maintenance and replacements;
  - f. cause the Lot to continue to be zoned “Low Impact Commercial District” under the zoning ordinance of the Town;

- g. not sell the Premises or the Lot to anyone, place a lien on the Lot or the Premises or lease any portion of the Premises or the Lot to anyone other than Governmental Entities or Nonprofits; and
      - h. cause all parking spaces on the Lot to be visually identified and marked, the Lot to be lighted from dusk until not earlier than 11 p.m. daily, signage identifying the Lot for use as public parking to be provided and the Lot to be made available for use as public parking to the general public (with no rental to any specific users or any commercial establishments), including any spaces required to be marked and reserved for disabled persons pursuant to the Americans With Disabilities Act, as amended.
  2. Donor shall have the right to enforce compliance with the provisions of this Agreement, both in law and in equity, and may assign that right to any person or entity during the term of this Agreement, together with notice to the Town and the method by which to communicate with such assignee.
  3. This Agreement shall be effective when executed by Donor and the Town and shall remain in effect for a period of twenty (20) years from the Completion Date. After the end of such twenty (20) year period, this Agreement shall terminate automatically.
  4. Notice to Donor and the Town shall be given by electronic means, delivered as follows:
    - a. Donor – [bb@amervillage.org](mailto:bb@amervillage.org) and [khk@amervillage.org](mailto:khk@amervillage.org)
    - b. Town – [clerk@cliftonva.org](mailto:clerk@cliftonva.org)
- and shall be deemed to be received three (3) days after having been sent with a read receipt requested. Any assignee of Donor shall provide notice of its electronic mail address to the Town.
5. This Agreement shall be recorded in the land records of Fairfax County, Virginia and constitutes a restriction on the Premises and the Lot.
  6. This Agreement shall be governed by the laws of the Commonwealth of Virginia.
  7. The provisions of this Agreement shall be deemed to be severable, except that the provisions contained in Sections 1 and 2 hereof shall be deemed material inducements to Donor's entering into this Agreement and therefore not severable.
  8. This Agreement may be executed in any number of counterparts with the same effect as if the signatures were upon the same instrument.



Town of Clifton, Virginia

By: \_\_\_\_\_

Name:

Title: Mayor

The foregoing Agreement is hereby accepted pursuant to Virginia Code § 15.2-1803.

Commonwealth of Virginia )  
 ) ss.  
County of Fairfax )

The foregoing instrument was acknowledged, signed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, who is personally known to me, or has produced a Virginia driver's license as identification, and who acknowledged that he/she signed the foregoing instrument as his true and lawful act and deed, as Mayor of the Town of Clifton, Virginia, for the purposes therein contained.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Notary Registration Number: \_\_\_\_\_

**RESOLUTION AUTHORIZING PLANNING COMMISSION TO REVIEW AND  
MAKE RECOMMENDATION CONCERNING CHANGE OF ZONING  
CLASSIFICATION FOR PROPERTY IDENTIFIED AS TAX MAP #0754 02 0010**

WHEREAS, the Town of Clifton, Virginia (the “Town”) owns a parcel of real estate and improvements thereon located at 7137 Main Street, Clifton, Virginia, identified as tax map #0754 02 0010 in the real property records of Fairfax County, Virginia (the “Property”);

WHEREAS, it is the desire of the Mayor and Council of the Town to cause the zoning classification of the Property to be changed from the “Industrial District” to the “Low Impact Commercial District;” and

WHEREAS, it is necessary for the Town Planning Commission to consider such reclassification, hold a public hearing thereon and make a recommendation to the Mayor and Council as to the appropriateness of such reclassification.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL AS FOLLOWS:

1. The Planning Commission is requested to consider reclassification of the Property from the “Industrial District” to the “Low Impact Commercial District,” hold a public hearing thereon and make a recommendation to the Mayor and Council as to the appropriateness of such reclassification.
2. This resolution shall be effective as of its adoption.

IN WITNESS WHEREOF, this resolution hereby is adopted as of August 5, 2025.