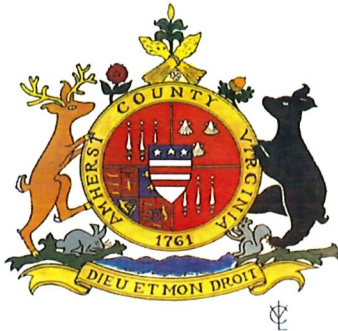


**Board of Supervisors**

John A. Marks, Jr., Chairman  
District 5  
David W. Pugh, Jr., Vice-Chair  
District 4  
Claudia D. Tucker, Supervisor  
District 2  
L. J. Ayers III, Supervisor  
District 3  
Kenneth M. Campbell, Supervisor  
District 1



**County Administrator**  
Dean C. Rodgers

**County Attorney**  
Ellen Bowyer

**AMHERST COUNTY BOARD OF SUPERVISORS**

**MINUTES**

**AGENDA**

**December 20, 2016**

Administration Building - 153 Washington Street - School Board Room  
Amherst, Virginia 24521  
Meeting - 7:00 p.m.

- I. **Call to Order**
- II. **Invocation and Pledge of Allegiance**
- III. **Approval of Agenda**
- IV. **Citizen Comment**
- V. **Public Hearing**
  - A. Special Exception Request, No. 2016-14, request by William P. Slusher for a special exception request in the RMU-1 Residential Mixed Use District. The purpose of the special exception is to allow an automotive repair garage. The request is located at 404 Lynch's Ferry Road and is further identified as tax map number 160A2-A-53.
- VI. **Consent Agenda**
  - A. Minutes - November 15, 2016
  - B. Finance - FY17 Appropriation of Revenue: 1) Sheriff's Office; 2) Animal Shelter; 3) Commonwealth's Attorney
  - C. EDA - Lease of Train Depot
- VII. **New Business**
  - A. Registrar - Purchase of Support Software for Electronic Poll Books
- VIII. **County Administrator's Reports**
  - A. Projects Status Report
  - B. Year End Report
- IX. **Liaison and Committee Reports**
  - A. Lynchburg Regional Business Alliance - Board of Directors Meeting 12/01/16
  - B. Lynchburg Regional Business Alliance - Executive Board Meeting 12/09/16
- X. **Departmental Report**
  - A. County Administrator - Boards/Commissions/Committees - Vacancy Update
- XI. **Citizen Comment**

**BOOK 35**

MINUTES - December 20, 2016

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**XII. Matters from Members of the Board of Supervisors**

**XIII. Closed Session**

A. Pursuant to § 2.2-3711 (A)(3) of the Code of Virginia, to discuss the disposition of publicly-held real property, where discussion in open session would adversely affect the County's bargaining position or negotiating strategy.

**XIV. Adjournment**

**MINUTES**

At a regular meeting of the Amherst County Board of Supervisors held at the Amherst County Administration Building on Tuesday, the 20<sup>th</sup> day of December, 2016, at 7:00 p.m., the following members were present:

**BOARD OF SUPERVISORS:**

PRESENT: John A. Marks, Jr. Chairman  
David W. Pugh, Jr., Vice-Chair  
Claudia D. Tucker, Supervisor  
L. J. Ayers, III, Supervisor  
Kenneth M. Campbell, Supervisor

ABSENT: None

STAFF PRESENT: County Administrator Dean C. Rodgers; Deputy County Administrator David R. Proffitt; County Attorney Ellen Bowyer and Executive Administrative Assistant Regina Rice

OTHERS PRESENT: Planning/Zoning Director Jeremy S. Bryant

**I. Call to Order**

Chairman Marks called the meeting to order at 7:00 p.m.

**II. Invocation and Pledge of Allegiance**

Chairman Marks led the Invocation and Pledge of Allegiance.

**III. Approval of Agenda**

By motion of Supervisor Ayers and with the following vote, the Board approved the agenda for December 20, 2016.

AYE: Mr. Marks, Mr. Pugh, Mrs. Tucker Mr. Ayers and Mr. Campbell  
NAY: None  
ABSENT: None

**IV. Citizen Comment**

Mr. Alan Wood of Madison Heights, Virginia, addressed the Board and stated that the School Board operates in the same manner as the Board of Supervisors. Mr. Wood said that any action taken requires a majority vote and not one person single-handedly makes any decision.

Mr. Wood said the Board of Supervisors' agenda allotted time for citizen comment at the beginning and end of each meeting as well as a time for matters of the board. Mr. Wood said that no citizen should be subjected to personal attacks in exercising his/her right to speak and that citizen comment is for the citizens and that Board members should respect those citizens , and give them their time to speak.

**V. Public Hearing**

A. Special Exception Request, No. 2016-14, request by William P. Slusher for a special exception request in the RMU-1 Residential Mixed Use District. The purpose of the special exception is to allow an automotive repair garage. The request is located at 404 Lynch's Ferry Road and is further identified as tax map number 160A2-A-53.

Mr. Jeremy Bryant, Planning & Zoning Director, presented to the Board his report regarding Special Exception Request No. 2016-14. Mr. Bryant explained the applicant is asking for allowance of an automotive repair garage located at 404 Lynch's Ferry Road and identified as tax map number 160A2-A-53.

Mr. Bryant advised the Planning Commission recommended approval of the special exception request that included nine (9) conditions.

Chairman Marks opened the Public Hearing.

Proponents: Mr. William Slusher, the applicant, stated he was in favor of the request and said the remaining vehicles will be removed as he has notified the owner.

Opponents: None

Chairman Marks closed the Public Hearing.

By motion of Vice-Chair Pugh and with the following vote, the Board approved Special Exception 2016-14 with the conditions recommended by the Planning Commission.

AYE: Mr. Marks, Mr. Pugh, Mrs. Tucker, Mr. Ayers and Mr. Campbell  
NAY: None  
ABSTAIN: None

**VI. Consent Agenda**

A. Minutes - November 15, 2016

B. Finance - FY17 Appropriation of Revenue: 1) Sheriff's Office; 2) Animal Shelter; 3) Commonwealth's Attorney

C. EDA - Lease of Train Depot (**See Attachment 1**)

By motion of Supervisor Ayers and with the following vote, the Board approved all items on the Consent Agenda for December 20, 2016.

AYE: Mr. Marks, Mr. Pugh, Mrs. Tucker Mr. Ayers and Mr. Campbell  
NAY: None  
ABSENT: None

**VII. New Business**

A. Registrar - Purchase of Support Software for Electronic Poll Book

Mr. Rodgers addressed the Board and said the Registrar is seeking \$1,120 for software she is currently using which the State is no longer funding.

Mr. Rodgers said the request should be \$560 for FY17 and \$560 in FY18. Mr. Rodgers advised the Registrar will build this reoccurring expense into her budget for next year.

By motion of Supervisor Ayers and with the following vote, the Board appropriated \$560 from the unobligated general fund through the end of FY17 to purchase software for electronic poll books.

AYE: Mr. Marks, Mr. Pugh, Mrs. Tucker Mr. Ayers and Mr. Campbell  
NAY: None  
ABSENT: None

**VIII. County Administrator's Reports**

**A. Projects Status Report**

Mr. Rodgers advised the project regarding Learning Lane has made great progress. The documents are ready which he believes addresses all concerns regarding the plat with each of the owners. Mr. Rodgers said he will have the plat finalized and then have the conveyance documents made ready for signature.

Mr. Rodgers reported on the open dump site issue. He advised the contractor working on the sites has a clear understanding of what area needs to be cleaned.

Supervisor Tucker asked about the area around those sites that needed cleaning. Mr. Rodgers advised he has directed the contractor to clean 25 yards in both directions around the sites.

Mr. Rodgers advised many of the projects on the list can be removed because they are ongoing and asked the Board if there were other projects the Board wanted tracked.

Chairman Marks recommended that the Board look at this report and respond back to see what should come off and add any additional items that would need to be tracked.

**B. Year End Report**

Mr. Rodgers explained this is a list of projects and issues completed and resolved in 2016.

**IX. Liaison and Committee Reports**

A. Lynchburg Regional Business Alliance - Board of Directors Meeting 12/01/16

B. Lynchburg Regional Business Alliance - Executive Board Meeting 12/09/16

For information only.

**X. Departmental Report**

A. County Administrator - Boards/Commissions/Committees - Vacancy Update

Mr. Rogers explained these are positions that are coming available and will be advertised.

**XI. Citizen Comment**

There were no citizen comments.

**XII. Matters from Members of the Board of Supervisors**

Supervisor Campbell had no matter to discuss.

Supervisor Ayers had no matter to discuss.

Supervisor Tucker had no matter to discuss.

Vice-Chair Pugh wished to congratulate Chairman Marks on his year as Chair and thanked him for his service to the County.

Chairman Marks said he appreciated all the support that was given to him this past year.

Chairman Marks made mention of the issue "Discover Central Virginia" that featured an article on the Amherst County Attorney Ellen Bowyer.

**XIII. Closed Session**

A. Pursuant to § 2.2-3711 (A)(3) of the Code of Virginia, to discuss the disposition of publicly-held real property, where discussion in open session would adversely affect the County's bargaining position or negotiating strategy.

Supervisor Campbell moved that the Amherst County Board of Supervisors convene in closed session pursuant to § 2.2-3711 (A)(3) of the Code of Virginia, to discuss the disposition of publicly-held real property, where discussion in open session would adversely affect the County's bargaining position or negotiating strategy.

AYE: Mr. Marks, Mr. Pugh, Mrs. Tucker and Mr. Campbell  
NAY: None  
ABSTAIN: None

The record reflects that Supervisor Ayers departed from the meeting and did not participate in the closed session.

Supervisor Campbell motioned to come out of closed session and was approved with the following vote:

AYE: Mr. Marks, Mr. Pugh, Mrs. Tucker and Mr. Campbell  
NAY: None  
ABSTAIN: None  
ABSENT: Mr. Ayers

#### **CERTIFICATION OF CLOSED MEETING**

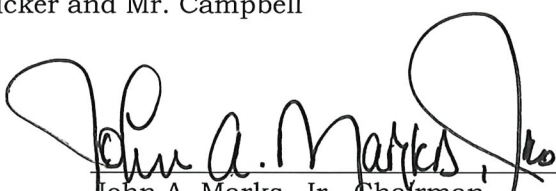
Supervisor Campbell moved that the Amherst County Board of Supervisors certify by a recorded vote that, to the best of each Board member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed, or considered in the closed session.


Mr. Marks	AYE
Mr. Pugh	AYE
Mrs. Tucker	AYE
Mr. Ayers	ABSENT
Mr. Campbell	AYE

#### **XIV. Adjournment**

By motion of Chairman Marks and with the following vote, the Board moved to adjourn.

AYE: Mr. Marks, Mr. Pugh, Mrs. Tucker and Mr. Campbell  
NAY: None  
ABSTAIN: None  
ABSENT: Mr. Ayers

  
\_\_\_\_\_  
John A. Marks, Jr., Chairman  
Amherst County Board of Supervisors

  
\_\_\_\_\_  
Dean C. Rodgers, Clerk

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (hereinafter "**Agreement**"), made as of the 1<sup>st</sup> day of January, 2017, by and between **Amherst County**, a political subdivision of the Commonwealth of Virginia (hereinafter "**Lessor**"), party of the first part; and the **Economic Development Authority of Amherst County**, also a political subdivision of the Commonwealth of Virginia (hereinafter "**Lessee**"), party of the second part.

### **WITNESSETH:**

**WHEREAS**, Lessor owns the real property located at 328 Richmond Highway, designated as Tax Map Parcel 96A7-5-A ("Property"), on which is situated a renovated historic Train Depot ("Depot"); and,

**WHEREAS**, Lessor obtained grant funds from the Virginia Department of Transportation to move and renovate the Depot for purposes which included supplying office and meeting space and establishing a Visitor Center for the County; and

**WHEREAS**, Lessor is prepared to provide office and meeting space for the Economic Development Authority administration staff and its Board members; and

**WHEREAS**, Lessee is willing to continue to provide economic development services for the County of Amherst.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the parties herein, and other good and valuable consideration, Lessor does hereby lease to Lessee that space, as described on Exhibit A hereto attached, the same being hereinafter designated "Premises"; and in furtherance thereof the parties agree as follows:

1. **Term**. The initial period of this Agreement is three (3) years beginning on January 1, 2017. The parties may agree to annual renewal of the Agreement after the initial period for two additional one (1) year terms.

2. **Rent**. Rent for the Premises is \$10.00 annually.

3. **Termination of Lease**. The Agreement may be terminated as follows:

- a. Lessor or Lessee may terminate the Agreement at any time by giving written notice 120 days prior to the identified termination date; except that Lessor shall use its best efforts in its sole discretion to provide written notice at least 365 days prior to the identified termination date.
- b. Lessor may terminate this Agreement on written notice provided 90 days prior to the identified termination date if (i) Lessee engages in any activity which may cause an encumbrance to be placed upon the Property that limits Lessor's full control, use or disposition of the Property, or (ii) Lessee fails to give Lessor any notice required by the Agreement.
- c. Pursuant to paragraphs 14 or 17.

4. **Premises**. The Premises is depicted in Exhibit A. The Lessee will use the Premises for its primary office space. The Lessee may use the conference room, subject to the other Depot tenant's need for that space. The Lessor may use the conference room, subject to the Lessee's need for that space. The Lessee may use the parking lot for events, provided that the Lessee notifies any other tenant of the Depot reasonably in advance of any such events. The adjacent parcels to the southeast of the Depot are not

included in the Premises, but Lessee may use those parcels after regular business and public meeting hours of the Lessor. All events at the Premises shall be undertaken only with the mutual consent of the Depot tenants; except that Lessor shall have the option to prohibit any event it deems an inappropriate use of the Property. All Depot tenants shall have access to the restrooms.

5. Maintenance. The Lessor agrees to maintain the Premises, which shall include maintaining the roof, outside walls, electrical wiring and other structural components such as the foundations of the Depot, stormwater facilities, sewer, water pipes, all other plumbing, heating, ventilating, and air conditioning. The Lessor further agrees that it will maintain the exterior of the Depot and grounds and landscaping on the Premises, including the mowing of grass, raking of leaves, removal of snow and ice from all walks, steps, and driveways, and cleaning of gutters and drains. The Lessor shall bear all costs of the maintenance stated herein.

6. Utilities. The Lessor shall pay for the following utilities and services in connection with the Premises: electricity, water, heating, garbage/trash disposal costs, and janitorial services pursuant to the County's existing janitorial services contract. Lessee may obtain additional janitorial services not provided for in said contract at Lessee's expense. Lessee shall arrange and pay for its internet and telephone services.

7. Appearance of Premises. The Lessee shall coordinate with the other Depot tenant to ensure the Premises are maintained in a neat, clean and attractive manner.

8. Alterations. The Lessee may at its own cost and expense decorate the Premises in such manner as it considers appropriate. With the written approval of the Lessor, Lessee may make alterations or improvements to the Premises, provided that any alterations or improvements shall be made in a good and workmanlike manner. If Lessee makes any alterations or improvements which require Mechanic's Lien coverage, Lessee shall inform Lessor of the identity of the Mechanic's Lien agent prior to commencing the work.

9. Funding. Lessee may accept and use funding from any source so long as such acceptance or use is not predicated on a commitment of County resources which has not been approved by in writing by the Amherst County Board of Supervisors prior to funding acceptance or use. Lessee will not undertake any action, commitment, status, registration, application, or representation that will collateralize, impede, encumber or otherwise restrict the County's use or control of the Premises.

10. Property Insurance. The Lessor shall maintain insurance against loss or damage to the Property and Depot, and any personal property owned by the County located upon the Property or within the Depot. Lessor shall not insure Lessee's personal property located upon the Property or within the Depot, and Lessee shall carry such insurance with respect to such personal property as it may deem appropriate.

11. Liability Policy. Lessee shall maintain, at its own expense, during and throughout the term of this Agreement comprehensive general liability insurance for the benefit of Lessee and Lessor, with minimum limits of One Million Dollars (\$1,000,000.00), and shall deliver to Lessor certificates of insurance or copies of such policies showing that such insurance is in full force and effect and that the County has been listed as an additional insured. The policy shall contain a statement requiring the insurer to provide 30 days written notice to the County Purchasing Agent before any cancellation, reduction, or non-renewal of insurance coverage.

12. Waiver of Subrogation. Any provision in this Agreement to the contrary notwithstanding, the Lessor and Lessee, to the extent that each are authorized so to do by the terms and provisions of any fire or other insurance policy or policies covering their respective properties located on the Property,

hereby waive any and all rights to recover from the other and from their agents, servants and employees, for any loss or damage from risks ordinarily insured against under a standard fire insurance policy with extended coverage, but only to the extent that compensation for such loss or damage is paid to the owner of the property which sustained the loss or damage. The Lessor and Lessee each covenant and agree that they will, if a waiver of subrogation clause is not already part of their respective fire insurance or other insurance policies, on or before the effective date of this lease, request their respective insurance companies to issue and attach to such policies a waiver of subrogation clause with respect to the other party, their agents, servants and employees.

13. Indemnification. Lessee shall indemnify and hold harmless Amherst County and its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Lessee's or its agent's activities or omissions on the Premises, including, without limitation, fines and penalties, violations of federal, state, or local laws, or regulations promulgated thereunder, or any personal injury, wrongful death, or property damage claims of any type.

14. Damage and Destruction of Premises. If, during the term of this Agreement, the Premises, or any part thereof, is damaged or destroyed by fire or other casualty, either party shall have the right to terminate the Agreement immediately. Lessor shall determine within a reasonable time whether it will rebuild or repair the Premises.

15. Taxes. Lessor shall pay all taxes and assessments levied upon the Property except for taxes assessed against the personal property of Lessee, and except for licenses and permits required in connection with Lessee's business.

16. View of Premises. Lessor may enter the Premises to view them. If Lessor needs access to perform maintenance under Paragraph 5 herein, Lessor shall have the right to enter the Premises at such times the Lessor deems necessary.

17. Default. If any party breaches any of the terms of this Agreement, the breaching party shall be in default and written notice of such default shall be given to the breaching party by the non-breaching party. If the breaching party fails to cure such default to the reasonable satisfaction of the non-breaching party within thirty (30) days of the date of such notice, the non-breaching party may at its option, terminate the Agreement.

18. Notice. All notices required to be given hereunder shall be delivered by hand or certified mail to:

If to Lessor: Dean C. Rodgers  
Amherst County Administrator  
PO Box 390  
Amherst, VA 24521

If to Lessee: Victoria Hanson  
Executive Director  
Economic Development Authority of Amherst County  
PO Box 390  
Amherst, VA 24521

19. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.



20. By virtue of entering into this Agreement, Lessee submits itself to a court of competent jurisdiction in the County of Amherst, Virginia, and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such a court according to the laws of the Commonwealth of Virginia.

21. This Agreement represents the complete understanding of the parties, and there are no agreements, representations or warranties, except as contained herein. This Agreement may not be amended except in writing, signed by both parties.

22. Lessee shall comply with all applicable federal, state, and local laws, codes and regulations currently in force or subsequently adopted.

23. In the event that any provision of this Agreement is adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, THE PARTIES HEREBY BIND THEMSELVES TO THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

LESSOR: Board of Supervisors of Amherst County, Virginia

By: John A. Marks, Jr.  
John A. Marks, Jr., Chairman, Amherst County Board of Supervisors

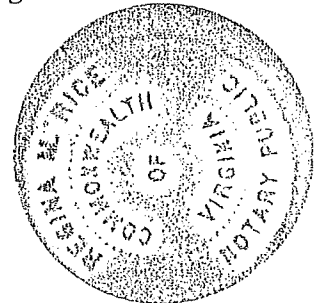
STATE OF VIRGINIA,  
COUNTY OF AMHERST, to-wit:

I, Regina M. Rice, a notary public in and for the state and county as aforesaid, do hereby certify that John A. Marks, Jr., Chairman, Amherst County Board of Supervisors, did sign his name to the foregoing Lease Agreement before me the 20<sup>th</sup> day of December, 2016.

Notary Public: Regina M. Rice

Notary Registration Number: 205667

My Commission Expires: Nov. 30, 2018



LESSEE: Economic Development Authority of Amherst County

By: Victoria Hanson  
Victoria Hanson, Executive Director, Economic Development Authority of Amherst County

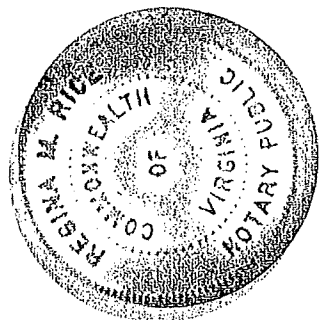
STATE OF VIRGINIA,  
COUNTY OF AMHERST, to-wit:

I, Regina M. Rice, a notary public in and for the state and county as aforesaid, do hereby certify that Victoria Hanson, Executive Director, Economic Development Authority of Amherst County, did sign her name to the foregoing Lease Agreement before me the 20<sup>th</sup> day of December, 2016.

Notary Public: Regina M. Rice

Notary Registration Number: 205667

My Commission Expires: Nov. 30, 2018



~~Approved as to form:~~  
Ellen Bowyer  
Ellen Bowyer  
Amherst County Attorney

12-27-2016  
Date

**EXHIBIT A: DESCRIPTION OF PREMISES**

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