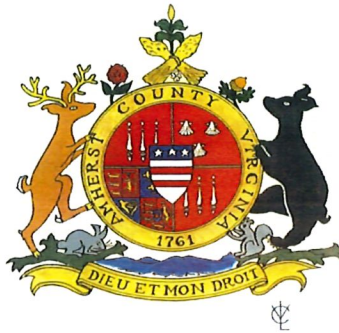


Board of Supervisors

Claudia D. Tucker, Chair
District 2
L. J. Ayers III, Vice-Chair
District 3
David W. Pugh, Jr., Supervisor
District 4
Kenneth M. Campbell, Supervisor
District 1
Jennifer R. Moore, Supervisor
District 5



County Administrator
Dean C. Rodgers

County Attorney
Michael W. S. Lockaby

AMHERST COUNTY BOARD OF SUPERVISORS

MINUTES

AGENDA

December 18, 2018
Administration Building - 153 Washington Street - Public Meeting Room
Amherst, Virginia 24521
Meeting Convened - 7:00 p.m.

- I. Call to Order**
- II. Approval of Agenda**
- III. Invocation and Pledge of Allegiance**
- IV. Citizen Comment**
- V. Call to Order by the Planning Commission**
- VI. Public Hearing**
 - A. Pleasant View School Rezoning
 - B. Sale of Winton Farm
- VII. Consent Agenda**
 - A. Appropriation – Sheriff's Office
- VIII. Old Business**
 - A. Design Work for Riveredge Park Trail
- IX. New Business**
 - A. Rules of Procedure – Amendment
 - B. Future Capital Spending
- X. County Administrator's Report**
 - A. Projects Status Report
- XI. County Attorney's Report**
- XII. Departmental Reports**

A. Superintendent of Schools Report

XIII. Citizen Comment

XIV. Matters from Members of the Board of Supervisors

XV. Adjournment

MINUTES

At a Regular Meeting of the Amherst County Board of Supervisors and held at the Amherst County Administration building, Amherst, Virginia, thereof on Tuesday, the 18th day of December, 2018, at 7:00 p.m., the following members were present:

BOARD OF SUPERVISORS:

PRESENT:	Claudia D. Tucker, Chair L. J. Ayers, III, Vice-Chair David W. Pugh, Jr., Supervisor Kenneth M. Campbell, Supervisor Jennifer R. Moore, Supervisor	ABSENT: None
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STAFF PRESENT: County Administrator Dean C. Rodgers
Deputy County Administrator David R. Proffitt
County Attorney Michael W. S. Lockaby
EA Clerk to Board Regina M. Rice

PLANNING COMMISSION MEMBERS:

Catherine L. Gamble
Michael K. Martineau
Derin S. Foor
Jim D. Thompson
Michael D. Bryant
Beverly C. Jones
David W. Pugh, Jr., Board of Supervisor Liaison

OTHERS PRESENT: Planning/Zoning Director Jeremy Bryant

I. Call to Order

Chair Tucker called the meeting to order at 7:00 p.m.

II. Approval of Agenda

By motion of Vice-Chair Ayers and with the following vote, the Board amended the Agenda for December 18, 2018 by striking XII. A. Superintendent of Schools Report.

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

III. Invocation and Pledge of Allegiance

Chair Tucker led the Invocation and Pledge of Allegiance.

IV. Citizen Comment

There was no public comment.

V. Call to Order by the Planning Commission

Chair Foor called the Planning Commission meeting to order at 7:03 p.m.

VI. Public Hearing

A. Pleasant View School Rezoning

The Planning Commission and the Board of Supervisors conducted a joint public hearing regarding the rezoning of Pleasant View Elementary School from P-1 Public Land to A-1 Agricultural Residential District. The property is located at 229 Dancing Creek Road and identified as Tax Map Number 76-A-53.

Planning/Zoning Director Jeremy Bryant explained that the County is requesting rezoning of approximately 10 acres from the P-1 Public Lands District to A-1 Agricultural Residential District. This will include an amendment to the Future Land Use Map from Public to Agriculture General. The rezoning would then be consistent with the zoning of the surrounding property.

The Public Hearing was opened by the Planning Commission.

Proponents: None
Opposition: None

The Public Hearing was closed.

By motion of Planning Commission Member Thompson and with the following vote, the Commission approved the rezoning request as described.

AYE: Mr. Foor, Mr. Martineau, Ms. Jones, Mr. Thompson, Ms. Gamble and Mr. Bryant
NAY: None
ABSENT: None

The Planning Commission meeting adjourned at 7:06 p.m.

The Board of Supervisors heard the Planning Commission's recommendation to rezone Pleasant View Elementary School from P-1 Public Land to A-1 Agricultural Residential District and to amend the Future Land Use Map from Public to Agriculture General. There was no discussion.

By motion of Vice-Chair Ayers and with the following vote the Board adopted the recommendation made by the Planning Commission.

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

B. Sale of Winton Farm

County Administrator Rodgers presented a report regarding the proposed sale of Winton Farm. In his presentation he explained the reason for the sale and to whom the property would be sold.

Mr. Rodgers said that the EDA marketed Winton Farm and received an offer from Waukeshaw Development.

He outlined the proposed sale of Winton Farm:

- The County will sell the property to Waukeshaw Development for \$800,000 in cash.
- The County will buy out the Country Club's lease for \$490,600 in cash.
- Waukeshaw Development will convey approximately 70 acres to the County for use as a fairground as well as other community events.
- Waukeshaw Development will convey a conservation easement to the County on approximately 250 acres for preservation of outdoor recreation.

Mr. Rodgers reported the restaurant will be renovated, the barn and outdoor area will be used as a wedding and event venue, a brewery will be opened, a small hotel built, and the development of a retirement home. He said the Manor House will be preserved and that the County will maintain control of the lake and dam.

Mr. Rodgers addressed the issue of water on the property and said currently two wells are serving the property. There was a discussion about how much water the developer would need, the drilling of additional wells and a possible public water system.

The Board discussed several issues concerning the agreement and the water supply on the property.

The Public Hearing was opened.

ACSA Board Director Robert Hopkins addressed the Board and said he was in favor of this project but had issues with agreement related to the proposed water system:

- Proposed water system would violate County Code
- Section 12 b. would encumber the ACSA
- The cost and if a water tank would be needed and for fire protection
- The agreement did not address a central sanitary sewer and wastewater treatment
- The proposed development of a brewery and retirement home would require a treatment plant and who pay for pay for the cost
- A water system would be needed and built to ACSA standards
- Concern about the amount of wastewater generated and if the soil would be able to handle that

Mr. Hopkins asked the Board to postpone any action until after the PER was done and then the Board would know what the cost and the encumbrances would be.

Mr. Bob Baxter of Amherst, Virginia, addressed the Board and thanked the Board and staff for continuing the development of Winton. He said the Winton Corporation did not have the means to make any changes, but that Waukeshaw did. The Winton Corporation has operated the last three years on a shoe string. He said this was a true market value and \$800,000 a good price for the property.

Mr. Chris Adams of Amherst, Virginia addressed the Board and stated he was disturbed after hearing comments made by Mr. Hopkins. He was opposed to the sale and the financial burden on taxpayers. He urged the Board to take a closer look at the agreement and the cost to the county.

Mr. Jake Campbell of Amherst, Virginia addressed the Board regarding the fairground access coming off of Winton Road and Route 151. He asked if events would occur more than one time during the year.

Mr. Rodgers responded to the proposed traffic issue and the fair operating on the property.

County Attorney Lockaby addressed Section 14 regarding ultimate uses which would be controlled by using PUD zoning and an enforcement mechanism through the zoning process.

Mr. John Marks, Jr. of Madison Heights, Virginia, addressed the Board stating he was opposed to the sale under the proposal set forth. Mr. Marks provided the Clerk with his comments. **(See Attachment 1)**

Mr. Keith Kendrick of Amherst, Virginia addressed the Board and said that it appeared the golf course may not be around long. He remarked on the money the County has spent on the property since 1997 and was unsure if this development was long term and for the citizens and the County. He asked if the Board had thought of turning the property into a county park.

Mr. Calvin Kennon of Madison Heights, Virginia addressed the Board and said the EDA had marketed Winton and realized water and sewer may be a problem. Mr. Kennon said, " in the proposed agreement, items 2-10 are enough to seal the deal, however the water and sewer issue in item 12 was a hurdle in the past with other potential suitors and this agreement solves this problematic issue". Based on Winton's current financial situation, he asked the Board to commit to the sale of the property to Waukeshaw.

Mr. Will Mays of Amherst, Virginia addressed the Board and stating he owns property adjacent to Winton. He said that Winton is one-half mile from the Buffalo River and suggested constructing a water filtration plant using the water from the river, which would serve Winton as well as a large area in Clifford.

Mr. Jacob Dalton of Madison Heights, Virginia addressed the Board and spoke about the increase of tax revenue coming from the property and a retirement community that would bring more people to the area. He believed the Board should pursue this immediately so not to incur more debt.

The Public Hearing was closed.

Chair Tucker asked Mr. Lockaby to explain why time is of the essence.

Mr. Lockaby said from a legal perspective Winton was on the verge of bankruptcy. If Winton did declare bankruptcy, the lease would be tied up for several months in the court and could be sold to one of its creditors. Most of Winton's debt was owed locally to merchants and banks. If the County proceeded with this agreement, Winton will reopen this spring.

Chair Tucker said the County had been in negotiation for over two years and believed Waukeshaw will be a good partner.

Supervisor Campbell said it would not be fair to taxpayers to come up with funds to subsidize this property.

Supervisor Moore had no comment.

Vice-Chair Ayers was concerned about the utility access for this property and acknowledged the concerns made by Mr. Hopkins not being consulted. He was not against the development of

this property, but concerned about the water issue. He voiced concern about the financial implications for the County regarding the water.

Supervisor Campbell asked if the agreement could be finalized by the second meeting in January 2019.

Supervisor Pugh agreed with Vice-Chair Ayers that it may be better to pay off the debt of the country club and have a PER done correctly than opposed to an opened ended agreement. He did not support the agreement as written until more information was made available.

Chair Tucker said the Board has been talking about this for the past several years and said a decision needed to be made tonight.

By motion of Chair Tucker and with the following vote, the Board directed staff to execute the agreement with Waukeshaw Development regarding the sale of the Winton Farm, as proposed.

ROLL CALL VOTE:

Supervisor Moore	AYE
Supervisor Campbell	AYE
Supervisor Pugh	NAY
Vice-Chair Ayers	NAY
Chair Tucker	AYE

A final citizen comment to the Board was made by Ms. Wanda Henderson of Amherst, Virginia, who said as a member of Winton she appreciated the Board's vote.

VII. Consent Agenda

A. Appropriation – Sheriff's Office

By motion of Supervisor Campbell and with the following vote, the Board approved the Consent Agenda for December 18, 2018.

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

VIII. Old Business

A. Design Work for Riveredge Park Trail

County Administrator Rodgers advised that the Board decided at the December 4, 2018 meeting to decline the grant funding for design of Phase III and IV based on new restrictions for the grant.

Supervisor Pugh said this decision on the design work should be put off until the supplemental budget is looked at during the budget time.

Supervisors Moore and Campbell agreed.

By motion of Supervisor Pugh and with the following vote, the Board delayed the decision for the design work of the Riveredge Park Trail until the supplemental budget is completed.

AYE:	Mrs. Tucker, Mr. Ayers, Mr. Pugh, Mr. Campbell and Ms. Moore
NAY:	None

ABSENT: None

IX. New Business

A. Rules of Procedure – Amendment

County Administrator Rodgers advised a citizen suggested that the public comment section be less restrictive regarding the three-minute rule.

The Board concluded that the three-minute rule would remain in effect as stated in the Board's Rules of Procedure. The Board terminated the proposed amendment to the Rules of Procedure.

B. Future Capital Spending

Finance Director Wilkes advised that Brown Edwards recommended that a provision be made regarding funds for future capital needs. Their examination of the County's current spending rates indicated that capital funds would run out at the end of FY2026.

The Board discussed the three options and selected Option C (Split O&M leftovers). This would place one-half of the unused O&M funds into a future account. The one-half balance would be available to the Board as a contingency fund.

By motion of Supervisor Pugh and with the following vote, the Board adopted the capital fund reserve policy represented by Option C (Split O&M Leftovers) and to re-address this policy on a yearly basis.

AYE: Mrs. Tucker, Mr. Ayers, Mr. Pugh, Mr. Campbell and Ms. Moore

NAY: None

ABSENT: None

X. County Administrator's Report

A. Projects Status Report

For information only.

XI. County Attorney's Report

XII. Departmental Reports

A. Superintendent of Schools Report

XIII. Citizen Comment

There was no public comment.

XIV. Matters from Members of the Board of Supervisors

Supervisor Moore had no matter to discuss.

Supervisor Campbell had no matter to discuss.

Supervisor Pugh had no matter to discuss.

Vice-Chair Ayers had no matter to discuss.

Chair Tucker had no matter to discuss.

XV. Adjournment

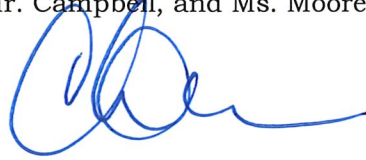
BOOK 36

MINUTES - December 18, 2018

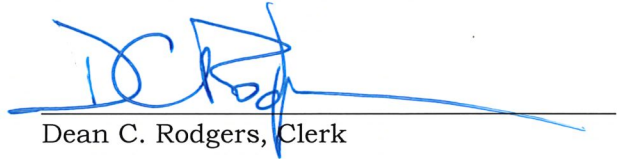
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By motion of Vice-Chair Ayers and with the following vote, the Board adjourned at 9:29 p.m.

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



Claudia D. Tucker, Chair
Amherst County Board of Supervisors



Dean C. Rodgers, Clerk

Comments Regarding the Purchase and Sale Agreement for Winton Country
Club

December 18th, 2018

Good evening Board Members and Staff, my name is John A. Marks, Jr and I reside at 225 Clark Street in Madison Heights, VA.

Concerning the proposed sale of the Winton Country Club to Waukeshaw Development, INC. I am opposed to the sale under the proposal set forth and will make several points to explain why.

First, when one enters a business transaction future performance is normally judged by past experience. The County's past experience with Waukeshaw Development was Phelps Road School and Waukeshaw, in my opinion, did not perform well in meeting its' contract obligations. For example, the windows were not covered with the construction fabric in the time frame required by contract. After being made aware of this situation some of the windows were covered, but not all. Approximately five months later the matter was again pointed out. The solution by the Board was to change the requirement so the windows in question did not need to be covered. Also Waukeshaw was required by contract to ensure "that all grass is mowed and trimming trees and bushes visible from public streets." That requirement was also not being complied with and eventually the Sheriff's Office issued a citation for the condition. The cleanup and grass cutting was paid for by the Economic Development Authority, not Waukeskhaw. In other words taxpayers money was used to perform work that was Waukeshaw's responsibility. Throughout this Phelps Road School relationship it certainly appears Waukeshaw has not been very concerned about meeting its' commitments and it is obvious this Board, Staff and the EDA has not had the will to assure compliance with the Performance Agreement. So based on this why enter into another agreement with this company, at least I believe it is the same company as it appears as Waukeshaw Development LLC on Phelps Road agreement and Waukeshaw Development, INC on the Winton agreement.

Second, there are some significant differences between the Item Review and the actual agreement such as:

----The Item Review states "Waukeshaw is committing to operate the golf course for the next two to three years." That is not what the agreement states. The actual agreement states "Purchaser shall endeavor to continue employment of the property as an 18-hole golf course so long as, in Purchaser's discretion, the course can operate in a financially sound condition that does not unduly burden Purchaser's other business ventures on the Property." Not the same thing as a firm commitment.

----The Item Review states "Waukeshaw has committed to "buy back enough water to pay the financing of a public water system for the area." That is not what the agreement states. The actual agreement states "the County shall provide for such a system to be financed and built and Purchaser shall agree to purchase, at such rates as may be set by the Amherst County Service Authority and beginning at the date such a system is operational, water sufficient to fulfill its planned needs." Buying enough water to pay for the financing and buying enough water to fulfill its planned needs is not necessarily the same.

----The Item Review states "During and after that time, it will be revamping the existing country club restaurant, redeveloping an existing barn and outdoor area as a wedding and event venue, opening a brewery or working with another local brewer on a tasting room, and beginning work on a small hotel." The actual agreement states "The barn may be converted to a brewery, events center or other commercial purpose -----." Regarding the hotel the actual agreement states "Purchaser may elect to add a hotel or other type of lodging facility to its development of the property." As one can readily see there is no firm commitment in the agreement that these things will be accomplished, the words "may be" or "may elect" to do these things is not a firm commitment.

Third, it appears the County is signing a blank check. There are no cost projections associated with the items the County is committed to performing; such as survey and plat work, dam work, preliminary engineering work, providing a water system, to name a few.

Fourth, it appears to me the approach on this matter is backwards. The backbone for support of this agreement is stated on page one of the agreement and reads as such: "Whereas, the animating purpose of this Agreement is the benefit of the inhabitants of Amherst County and the Commonwealth, through the increase of their commerce; increase of tax revenues, the promotion of the public health, safety, general welfare, convenience, and prosperity; and the preservation of historical features and open-space land in accordance with the Amherst County Comprehensive Plan." However, the support of those revenue generating items, brewery, hotel, Retirement Community hinges on being able to provide enough water, and/or handling of wastewater to make it feasible. One would think these issues would be addressed first and that is probably why no firm commitment is made by Waukeshaw as addressed in previous item two.

I also would hope that during this meeting someone would explain item 14, which states "The following descriptions will guide the parties' relationship and use of the property for the next ten years, after which this agreement shall be fulfilled and terminated."

As I stated at the start of my comments I am opposed to this agreement. I would prefer to see the County pay off the lease and then try to enter into a short term agreement with Winton Country Club to operate the golf course.

I would also like to know if all of the commitments made in this agreement were provided to the other interested parties when the previous advertisement for sale of the facility went out.

Thank you.