

AMHERST TOWN COUNCIL
AGENDA – WEDNESDAY, MARCH 13, 2019
Social Time with the Board of Supervisors 6:30
Joint Meeting at 7:00 p.m.
Regular Meeting at 7:50 p.m.
Town Hall, 174 S. Main Street, Amherst, VA 24521

- A. Call to Order for the Town Council– 7:00 p.m. - Mayor Tuggle**
Call to Order for the Board of Supervisors– 7:00 p.m.- Chairman Jimmy Ayers
- B. Pledge of Allegiance - *I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.***
- C. Invocation- *Any invocation that may be offered before the official start of the Amherst Town Council meeting shall be the voluntary offering to, and for, the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by Council and do not necessarily represent the religious beliefs or views of the Council in part or as a whole. No member of the audience is required to attend or participate in the invocation, and such decision will have no impact on their right to participate actively in the business of the Council. Copies of the policy governing invocations and setting forth the procedure by which a volunteer may deliver an invocation are available upon request at the Town Hall.***
- D. Citizen Comments - *Per the Town Council's policy, any individual desiring to speak before the Council who has not met the agenda deadline requirement will be allowed a maximum of three minutes to speak before the Town Council. Any individual representing a bona fide group will be allowed a maximum of five minutes to speak before the Town Council. Placement on the agenda is at the Mayor's discretion.***
- E. Update on the Town Square project – *Town staff will provide an update regarding the previously considered Town Square project and solicit input and discussion from the Board and Council.***
- F. Update on other Town initiatives – *Town staff will provide an update on upcoming Town events and projects.***
- G. General discussion between the Board and the Council**
- H. Board of Supervisors adjournment and Town Council Recess**

I. Public Hearings and Presentations

1. **Public Hearing for a Lease for Amherst Mountain Biking Club and review of Substantial Accord Determination (Pgs. 1-9)**– *The Planning Commission reviewed the criteria to determine if the use of the property within and adjacent to the Industrial Park would be appropriate for the development of mountain biking trails. Their determination is that the use is substantially in accord with the Comprehensive Plan. The public hearing for the lease has been set and advertised for this meeting.*
2. **Public Hearing for a Special Use Permit for 488 S. Main Street (Pgs. 10-13)**- *Jay and Crystal Harris, dba Front Street Garage, LLC, have requested a Special Use Permit for an automotive repair garage at 488 S. Main Street. The Planning Commission recommends approval with the adoption of the recommended conditions. A public hearing has been set and advertised for this meeting.*
3. **Public Hearing for an Ordinance Amendment for a Franchise to be granted to ApCo (Pgs. 14-17)**- *Appalachian Power has submitted a bid for a power franchise in the Town of Amherst. The final step is the adopt the Ordinance which grants the franchise.*

J. Consent Agenda – *Items on the consent agenda can be voted on as a block if all are in agreement with the recommended action or discussed individually.*

1. **Town Council Minutes (Pgs. 18-21)** – *Draft of the February 13, 2019 meeting minutes are **attached**. Please let Vicki Hunt know of any concerns by Wednesday morning such that any needed corrections can be presented at the meeting.*

K. Correspondence and Reports

1. **Staff Reports (Pgs. 22-44)**
 - a. Town Manager Monthly Report - **attached**
 - b. Police Chief Monthly Report - **attached**
 - c. Office Manager Monthly Report - **attached**
 - d. Clerk of Council Monthly Report- **attached**
 - e. Public Works Monthly Reports- **attached**
 - f. Town Attorney Monthly Report – **attached**
2. **Council Committee Reports (Pgs. 45-55)** – *see **attached** listing of committee responsibilities*
 - a. Finance Committee – *Mrs. Carton- meeting on February 27, 2019, minutes attached*
 - b. Community Relations – *Mrs. Ogden*
 - c. Utilities Committee – *Mr. Watts*
3. **Other Reports (Pgs. 56-57)**
 - a. Planning Commission– *March 6, 2019 meeting minutes - **handout***
 - b. Robert E. Lee SWCD- *Termination of MOU letter*

L. Discussion Items

1. **Planning Commission Appointment (Pg. 58)**– *Sara Carter- Ms. Anne Webster Day has volunteered to serve on the Town Planning Commission. The term would be for the remainder of the July 1, 2018-June 30, 2022 term. She has been requested to attend in order to respond to any questions from Council.*
2. **Request for Expenditure on Tazers for the Police Department (Pgs. 59-62)**– *Sara Carter- The tazers for the Police Department are no longer supported and need to be replaced. Staff recommends purchasing 8 tazers for a total*

cost of \$12,362. These can be purchased outright from the contingency fund, or can be financed for a period of five years, and included in the next four budgets.

- 3. Approve fee for Water Treatment Plant Design Costs (Pgs. 63-64)- Sara Carter-** *Should the VDH/ODW approve the application for the Water Treatment Plant improvement project, the first costs will be engineering design costs. WW Associates has submitted a proposal for \$347,850 for the total design fee. This cost will only be incurred if the application is approved.*
- 4. Resolution for participation in the Virginia Investment Pool (Pgs. 65-67)- Sara Carter-** *In order for the Town to participate in the Virginia Investment Pool, as recommended by the Finance Committee, the attached resolution needs to be passed.*
- 5. Set Public Hearing for the Capital Improvement Program- Sara Carter-** *Set a public hearing for the Capital Improvement Program for April 10, 2019.*
- 6. Set Public Hearing for the FY 20 Budget- Sara Carter-** *Set a public hearing for the FY 20 budget for April 10, 2019.*

M. Matters from Staff

N. Matters from Town Council

O. Anticipated Town Council Agenda Items for Next Month

P. Citizen Comments

Q. Adjournment



TOWN OF AMHERST

P.O. Box 280 174 S. Main Street Amherst, VA 24521
Phone (434)946-7885 Fax (434)946-2087

To: Town of Amherst Planning Commission
From: Sara Carter
Date: March 8, 2019
Re: Substantial Accord Process for Amherst Mountain Biking Club

Background: As the Council knows, the Amherst Mountain Biking Club has been working with staff, the Industrial Development Authority, and the Town Council to find locations of Town owned property that are suitable for the development of mountain biking trails. The Club had looked at property that encompassed portions of several parcels in the industrial park, but in working with the IDA and staff, looked instead at property adjacent that has no current use, other than sewer right of way. The current proposal uses one lot in the industrial park of approximately 6.6 acres for parking, a practice course, and access to the remainder of the property. The proposal also utilizes 40+/- acres on the west side of Rutledge Creek, bounded by the train tracks and the creek, and ending at the Town's Wastewater Treatment Plant.

Substantial Accord: State Code requires that any public facility be found to be "substantially in accord" with the adopted Comprehensive Plan. The determination is made by the Planning Commission, and procedurally is then accepted or rejected by the elected body. A public hearing may be held, but is not required.

From State Code:

A. Whenever a local planning commission recommends a comprehensive plan or part thereof for the locality and such plan has been approved and adopted by the governing body, it shall control the general or approximate location, character and extent of each feature shown on the plan. Thereafter, unless a feature is already shown on the adopted master plan or part thereof or is deemed so under subsection D, no street or connection to an existing street, park or other public area, public building or public structure, public utility facility or public service corporation facility other than a railroad facility or an underground natural gas or underground electric distribution facility of a public utility as defined in subdivision (b) of § 56-265.1 within its certificated service territory, whether publicly or privately owned, shall be constructed, established or authorized, unless and until the general location or approximate location, character, and extent thereof has been submitted to and approved by the commission as being substantially in accord with the

adopted comprehensive plan or part thereof. In connection with any such determination, the commission may, and at the direction of the governing body shall, hold a public hearing, after notice as required by § 15.2-2204. Following the adoption of the Statewide Transportation Plan by the Commonwealth Transportation Board pursuant to § 33.2-353 and written notification to the affected local governments, each local government through which one or more of the designated corridors of statewide significance traverses, shall, at a minimum, note such corridor or corridors on the transportation plan map included in its comprehensive plan for information purposes at the next regular update of the transportation plan map. Prior to the next regular update of the transportation plan map, the local government shall acknowledge the existence of corridors of statewide significance within its boundaries.

B. The commission shall communicate its findings to the governing body, indicating its approval or disapproval with written reasons therefor. The governing body may overrule the action of the commission by a vote of a majority of its membership. Failure of the commission to act within 60 days of a submission, unless the time is extended by the governing body, shall be deemed approval. The owner or owners or their agents may appeal the decision of the commission to the governing body within 10 days after the decision of the commission. The appeal shall be by written petition to the governing body setting forth the reasons for the appeal. The appeal shall be heard and determined within 60 days from its filing. A majority vote of the governing body shall overrule the commission.

The Comprehensive Plan: The Comprehensive Plan does not address the provision of any additional public facilities in the Town.

Recommendation: The Planning Commission finds that this use is ‘substantially in accord’ with the Town’s Comprehensive Plan.

LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (the “Agreement”), made and entered into effective as of _____, 2019 (the “Effective Date”), by and between **THE TOWN OF AMHERST**, hereafter referred to as “The Town” a town incorporated in the Commonwealth of Virginia, 174 South Main Street, P.O. Box 28 Amherst, Virginia 24521 (collectively and individually herein referred to as the “Owner/Lessor”), and **AMHERST MOUNTAIN BIKING CLUB**, 405 Cherry Hill Drive, Amherst, Virginia 24521, hereafter referred to as “The Biking Club” (the “Lessee”).

WITNESSETH:

WHEREAS, The Town, Owner/Lessor, hereby leases and demises to The Biking Club, Lessee, that real estate containing approximately fifty and one-half (50-1/2) acres known as the Town of Amherst Tax Map parcel numbers 96-5-8 (Lot 8), 96-A-13, and a portion of 96-A-36, located in the L. Barnes Brockman, Sr. Business and Industrial Park off State Route 60 East (herein also referred to as the “property”).

WHEREAS, The Biking Club desires to lease the Property of approximately fifty and one-half (50-1/2) acres known as the Town of Amherst Tax Map parcel numbers 96-5-8 (Lot 8), 96-A-13, and a portion of 96-A-36, located in the L. Barnes Brockman, Sr. Business and Industrial Park off State Route 60 East (the “Leased Property”) as a mountain bike trail course and facilities and for such other related purposes the Biking Club, may determine from time to time in the future;

In consideration of the Leased Property and the mutual promises made in this Agreement, the receipt and sufficiency of such consideration are hereby acknowledged, The Town and The Biking Club, agree as follows.

a. Leased Premises: That real estate containing approximately fifty and one-half (50-1/2) acres known as the Town of Amherst Tax Map parcel numbers 96-5-8 (Lot 8), 96-A-13, and a portion of 96-A-36, located in the L. Barnes Brockman, Sr. Business and Industrial Park off State Route 60 East (herein also referred to as the “property”).

b. Term. The term of this Lease Agreement shall be from the 1st day of _____, 2019 to the 31st day of _____, 2039 (20 year lease). The Lease shall renew, at the agreement of The Town and The Biking Club for an additional sixty (60) months, such term referred to as the “Renewal Term”. The “Term” refers to the Initial Term and the Renewal Term, if any. If the Biking Club desires to extend the Lease for the Renewal Term, the Biking Club shall notify The Town in writing at least sixty (60) days prior to the expiration of the Initial Term. If the Lease is extended, the Lease will extend on the same terms and conditions set forth herein. During the term of this lease and during any hold-over period, the Lease Agreement may be terminated at will by either party upon 30 days written notice.

c. Rent. The Biking Club, Lessee, agrees to pay the annual sum of One and 00/100 Dollars (\$ 1.00) per year for the Initial Term, and for the Renewal Term, if any, without demand, offset or reduction, to The Town.

d. Access and Permitted Uses. The Town, covenants and agrees that The Biking Club, shall have exclusive rights of use and occupancy of the Leased Property twenty-four (24) hours per day, seven (7) days per week and 365 days per year during the Term. The Biking Club shall also have a non-exclusive right to use and maintain access for ingress and egress any roadway that The Town, and The Biking Club,

may mutually agree upon to facilitate The Biking Club's permitted use of the Leased Property. The Biking Club, Lessee, may use the Leased Property during the Term for mountain bike trails, staging area, parking area and any other activities or uses reasonably associated with The Biking Club's activities. Except for emergency response vehicles or qualified maintenance activities, only bikes or bicycles propelled solely by human power, having two or more wheels in tandem including children bicycles, except for a toy vehicle intended for use by children, are permitted. The Town retains the right to inspect the Leased Property at any time during the Term.

e. Insurance and Indemnity. The Biking Club, shall insure its personal property and agrees to procure and maintain commercial general liability insurance against claims for personal injury and property damage arising out of or connected with The Biking Club's use, possession and operation of the Leased Property. Notwithstanding the forgoing, The Biking Club may elect to provide the insurance(s) required pursuant to this section through self-insurance. The Biking Club shall provide proof of insurance to The Town, at a minimum of \$2,000,000.00 combined single occurrence limit. Unless caused by the sole negligence or willful or wanton conduct of The Town, or as otherwise provided herein, The Biking Club agrees to indemnify The Town from and against all claims, losses, demands, damages, causes of action, suits, and liability of every type and character, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damages to any property, arising out of or in connection with the exercise of The Biking Club's rights on the Leased Property pursuant to this Agreement. The Biking Club shall require any and all subcontractors, or other third parties providing services to the The Biking Club, to be insured under the The Biking Club's insurance policy.

f. Taxes. The Biking Club shall be responsible for all personal property and business taxes imposed by any taxing authority for all property owned by The Biking Club and all activities of The Biking Club on the Leased Property.

g. Assignment and Subletting. The Biking Club may not assign this Lease or sublet any portion of the Leased Premises without the prior written consent of the The Town, which approval may be withheld in owner's sole and absolute discretion.

h. Maintenance; Repairs; Improvements.

i. The Biking Club represents that as of the Commencement Date, it has inspected the Leased Property and agrees to accept the Leased Property and any fixtures or equipment situated thereon in its present condition.

ii. The Town, at its own expense, shall be responsible for the maintenance and upkeep of all underground utilities servicing the Leased Property to include, without limitation, all water, sanitary sewer, storm drain and gas lines provided that The Town has approved and inspected any and all present or future improvements.

iii. The Town shall not be obligated to repair or incur any cost to remediate any The Biking Club caused damage or deficiency to the Leased Property and to the extent that The Town does incur any such cost it may demand reimbursement from The Biking Club. Moreover, The Town shall not be obligated to repair or replace any improvements or alterations to the Leased Property made by The Biking Club.

iv. The Biking Club shall make no improvements or modifications to the Leased Property without The Town of Amherst prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Biking Club shall provide The Town with any and all sites plans and/or construction plans for approval by the Town. Any and all site plans and/or construction plans shall comply

with all governmental requirements and shall comply with all covenants and restrictions affecting the leased premises.

v. The Biking Club shall surrender the Leased Property, at the termination of this Lease with the any and all installed improvements to remain. No third party liens shall be attached to any improvements that remain. The Biking Club shall surrender the property, lien free, with good marketable title.

i. Utilities.

i. Services Provided by The Biking Club. The Biking Club shall be responsible for all costs incurred to provide heating/ventilation/cooling, electrical, water/sewer, internet service and trash removal/dumpster maintenance and removal at or to the Leased Property.

ii. Interruptions. There shall be no abatement of Rent and The Town shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption, or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other causes beyond The Town of Amherst's reasonable control.

j. Environmental Indemnity. The Biking Club agrees to indemnify, defend, protect, and hold harmless The Town from and against any liabilities, obligations, claims, damages, costs and expenses incurred by or asserted against The Town by reason of (a) any injury to or death of persons or loss of or damage to property occurring on or about the Leased Property or the adjoining sidewalks or streets caused by the negligence or willful act or omission of The Biking Club or any of The Biking Club's agents or employees, and (b) any failure on the part of The Biking Club to comply with any of the terms of this Agreement. Indemnity damages include, but are not limited to, The Town attorney's fees, costs, and expenses.

k. Default. If The Biking Club (a) shall fail to pay Rent or any other charges due hereunder within ten (10) days after written notice from The Town that such payment is past due, (b) shall breach or violate any of the covenants, conditions or agreements herein and The Biking Club has not commenced to cure such breach or violation within thirty (30) days after written notice thereof from The Town and does not diligently pursue the cure of such breach or violation thereafter, or (c) shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future bankruptcy law or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of The Biking Club or of all or any substantial part of its properties or of the Leased Property, then and in any of such events, at The Town's option, the Lease shall cease and automatically terminate in which event Owner may proceed to recover possession of the Leased Property. The Biking Club shall have thirty (30) days from the date of any such termination to enter the Leased Property to remove any of The Biking Club's property remaining on the Leased Property. Any property remaining after the expiration of the said thirty (30) days shall become the property of the The Town. The Town has the right, at any time upon notice of default by the The Biking Club, to pursue any and all remedies, construed pursuant to the laws of the Commonwealth of Virginia. The Biking Club shall be responsible for all fees associated with collection by The Town, including legal fees.

l. Termination. The Biking Club shall have the right at any time during the Lease to cancel or terminate the Lease upon thirty (30) days written notice to the The Town provided, however, that upon delivery of such notice of cancellation or termination, The Biking Club shall be immediately responsible to

pay the full remaining, unpaid Rent payment for the given Term within thirty (30) days of such notice. Upon termination, The Biking Club shall have sixty (60) days in which to remove any equipment or other materials stored by The Biking Club on the Leased Property. The Town shall be compensated for any additional time beyond the sixty-day removal period that The Biking Club needs for the removing of equipment and the cleanup of the premises, such sum to be equal to the prorated amount of the Rent for the given Term as set forth in the terms of this Agreement. Likewise, the Town reserves the right at any time during the lease to cancel or terminate the lease upon thirty (30) days written notice to The Biking Club.

m. Additional Provisions.

i. Notices. Except as otherwise prescribed herein, notices to be provided pursuant to this Agreement shall be in writing and delivered by hand, certified mail, return receipt requested, or via a recognized overnight courier service, to the address listed below, or to such other address as a party may designate to the other:

Owner: TOWN OF AMHERST
Address: 174 South Main Street
P O Box 28
Amherst, Virginia 24521

Club: AMHERST MOUNTAIN BIKING CLUB
Address: 405 Cherry Hill Drive
Amherst, Virginia 24521
Attention:

ii. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of The Town and The Biking Club or to create any other relationship between the parties hereto other than that of tenant and landlord.

iii. Severability. If any provision of this Agreement shall be held to be invalid, whether generally or as to specific facts or circumstances, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement, which shall continue in full force and effect.

iv. Headings. The section headings of this Agreement are for convenience only and do not alter or amend the provisions of this Agreement.

v. Miscellaneous. This Agreement will be construed, interpreted, governed, and enforced by the laws of the Commonwealth of Virginia applicable to agreements made and to be performed in such jurisdiction. This Agreement, including the exhibits incorporated herein, constitutes the entire agreement between The Town and The Biking Club and its terms and provisions may not be modified or amended in any manner except by a written agreement executed and delivered by an authorized representative of each of the parties hereto, or their respective successors. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Any and all observations and representations by either the parties or their agents made during negotiations prior to the execution of this Agreement not contained in the terms and provisions of this Agreement will not be binding upon either of the parties. This Agreement constitutes a covenant running with the land and will be binding on, and inure to the benefit of the parties hereto and their respective successors and assigns.

vi. Sale of Leased Property. The Town reserves the right to market the leased property during the term of this lease. If the leased property, or a portion of the leased property, is sold, then this lease is automatically terminated.

vii. Governing Law: This agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Virginia.

viii. Attorney Fees: If any action is instituted by either party to this agreement to enforce any of the terms of their agreement the prevailing party shall be entitled to receive from tenant its reasonable attorney's fees, expert witness fees, costs and expenses.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, The Town of Amherst and The Amherst Mountain Biking Club have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

OWNER/LESSOR:

TOWN OF AMHERST

A town incorporated in the Commonwealth of Virginia

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF _____ to-wit:

TOWN OF AMHERST:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ as _____ an authorized representative of the Town of Amherst, a town incorporated in the Commonwealth of Virginia, personally appeared before me in the aforesaid jurisdiction on behalf of said company and did acknowledge that he/she signed, sealed and delivered the foregoing instrument as his/her voluntary act and deed of said corporation for the purposes herein contained. He/She is personally known to me or produced _____ as identification.

Notary Public

My commission expires: _____

(AFFIX SEAL)

Registration #: _____

LESSEE:

AMHERST MOUNTAIN BIKING CLUB

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF _____ to-wit:

AMHERST MOUNTAIN BIKING CLUB:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ as _____ an authorized representative of The Amherst Mountain Biking Club appeared before me in the aforesaid jurisdiction on behalf of said entity and did acknowledge that he/she signed, sealed and delivered the foregoing instrument as his/her voluntary act and deed of said corporation for the purposes herein contained. He/She is personally known to me or produced _____ as identification.

Notary Public

My commission expires: _____

(AFFIX SEAL)

Registration #: _____



**STAFF REPORT
SPECIAL USE PERMIT
Jay and Crystal Harris
Planning Commission Public Hearing**

General Information:

Processing schedule: The Planning Commission considered this proposal on March 6, 2019 with a public hearing. They recommend approval to the Town Council unanimously. The Council will hold their public hearing on March 13, 2019.

Application Information:

Owner and Applicant:	Jay and Crystal Harris
Requested Action:	Special Use Permit for automotive repair
Location:	488 S. Main Street, old Brockman building
Existing Zoning:	B-2
Proposed Zoning:	B-2 with SUP for automotive repair
Existing land uses:	Former Car Dealership
Comp. plan area:	General Commercial

Summary of Request and Background Information:

Mr. and Mrs. Harris operate Front Street Garage, LLC in Lovington. They seek to use the older of the two Brockman buildings to operate an automotive repair garage. While a car dealership with repair is a permitted use within the district, automotive repair alone requires a special use permit. Previously, a SUP was approved for light manufacturing on this site. However, the user never located into the space.

Consistency with the Comprehensive Plan:

The use is consistent with the long term plan for the area of general commercial uses.

Consistency with the Zoning Ordinance:

The proposed use of the subject property is compatible with surrounding zoning and the intent of the district.

Citizen Comment:

There was one speaker at the public hearing, Wanda Spradley, who came on behalf of the Christian Aid Cemetery. Her request is that the applicant repair the fence between the two properties. This request is included in the proposed conditions for the use.

Conclusion:

The proposed use in this area is compliance with the Comprehensive Plan and the intent of the B-2 district.

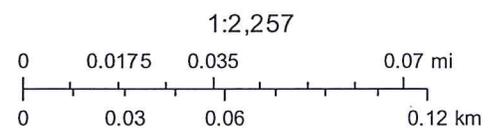
Recommendation:

Should the Council wish to recommend approval of the proposal, staff recommends the following conditions:

1. Repair and maintain in good condition the chain link fence to the west side of the property, bordering the cemetery and its entrance.
2. No motor vehicle shall be stored on the site for longer than five business days, other than Recreational Vehicles as permitted in condition 5.
3. Tire storage on the site shall be limited to the fenced and screened area to the rear of the building, which is shielded from view of adjacent properties and rights-of-way. There shall be no outside storage on the site of materials, other than the location designed on the map included with the proposal. All used tires shall be picked up monthly.
4. Recreational Vehicle storage shall be permitted only in the area designated on the map included in the proposal. All stored RV's shall be in good working order, with current licenses, inspections, and registrations. Additionally, vehicles must have wheels, tires, tongue, and be road worthy.
5. Towing operations shall not be a permitted use on this site.
6. Fireworks sales on the site shall not be permitted.
7. Rental of moving vehicles and equipment shall not be permitted.



February 25, 2019



The GIS data is proprietary to the County, and title to this information remains in the County. All applicable common law and statutory rights in the GIS data including, but not limited to, rights in copyright, shall and will remain the property of the County. Information shown on these maps are derived from public records that are constantly undergoing change and do not replace a site survey, and is not warranted for content or accuracy.



DATE 1/22/19

APPLICATION FOR SPECIAL USE PERMIT
TOWN OF AMHERST
POST OFFICE BOX 280
AMHERST, VIRGINIA 24521

frontstreetgarage @ verizon.net (804) 946-7885

APPLICANT
ADDRESS

Front Street Garage LLC
264 Front St

OWNER
ADDRESS

Sarah & Patricia Brockman
P.O. Box 220

CITY
TELEPHONE NO.

Loungston Va 22949
434 263 4814

CITY
TELEPHONE NO

Amherst, VA 24521
434-941-7778

REPRESENTATIVE

Jay & Crystal Harris

ADDRESS

P.O. Box 26

CITY Loungston Va 22949

TELEPHONE NO.

434 326 6209

LOCATION OF REQUEST

488 S. Main St.

TAX MAP NO.

95 A 56

LOT AREA

EXISTING ZONING B-2

PROPOSED SPECIAL USE

Auto Tire & Service Center

STATEMENT BY APPLICANT

Proposed tire & auto center. We will store all used tires behind building in fenced in areas well as used oil & antifreeze that will be disposed of properly on a regular basis. Future use of lot would like be used for RV & boat storage. These items would be licensed and insured and kept in a neat and organized manner.

Applicants are reminded that §18.1-1002 of the Town Code requires signs describing the action requested under this application to be posted on the property.

As (OWNER) (CONTRACT PURCHASER WITH OWNER'S WRITTEN CONSENT, ATTACHED) (OWNER'S AGENT) of the property listed above, I/we hereby petition the Amherst Town Council to rezone the above described property.

Crystal Harris
Signature of Applicant

1/22/19
Date

PLANNING COMMISSION PUBLIC HEARING

Time

Date

PLANNING COMMISSION ACTION

Zoning Administrator

Date

TOWN COUNCIL PUBLIC HEARING

Time

Date

TOWN COUNCIL ACTION

Clerk of Council

Date

AN ORDINANCE PROPOSING TO SELL AND GRANT A FRANCHISE FOR AN ELECTRIC POWER TRANSMISSION AND DISTRIBUTION SYSTEM IN THE TOWN OF AMHERST, VIRGINIA, AND INVITING BIDS THEREFORE.

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF AMHERST, VIRGINIA:

That a franchise granting permission for the construction, maintenance and operation of an electric power transmission and distribution system, with all rights incident thereto, on, along, over, upon and under the streets and other public places of the said Town, subject to the conditions as hereinafter more specifically set forth, be and the same is hereby proposed to be sold and that written bids addressed and delivered to the Mayor of said Town, and as such, are hereby invited and will be received for such franchise, on the __th day of _____, at ___ A.M./P.M., and upon the passage of this ordinance the Clerk of Council thereof is hereby directed to cause a descriptive notice of the ordinance proposing to make the grant, be published once a week for two consecutive weeks in the Amherst New Era-Progress, a newspaper published of general circulation in Amherst County, Virginia, prior to the said __th day of _____, the cost of said advertisement to be paid by the Town of Amherst, Virginia, which shall be reimbursed by the person or corporation to whom the grant of such franchise is finally made, if made, but the right to reject any and all bids is hereby reserved to said Town.

The said franchise proposed to be sold and for which bids will be received on the day and hour aforesaid, and if sold, proposed to be granted, shall be substantially as follows:

BE IT ORDAINED by the Town Council of the Town of Amherst, Amherst County, Commonwealth of Virginia, and it is hereby ordained by authority of the same that

SECTION I

_____, its successors and assigns, (hereinafter called “Grantee”), is hereby granted the right, privilege, franchise and authority to acquire, construct, maintain and operate in, above, under, across and along the street, thoroughfares, alleys, bridges and public places (as the same now exist or may hereafter be laid out), of the Town of Amherst, Amherst County, Commonwealth of Virginia, lines for the distribution of electric energy either by means of overhead or underground conductors, with all necessary or desirable appurtenances for the purpose of supplying electric energy to said Town and the inhabitants thereof and persons or corporations beyond the limits thereof, for light, heat, power or any other purpose or purposes for which electric energy is now or may hereafter be used, and for the transmission of the same through or across said Town.

SECTION II

Said lines and appurtenances shall be constructed so as to interfere as little as possible with the traveling public in its use of the streets, thoroughfares, alleys, bridges and public places. The location of all poles and conduits shall be made under the supervision of the Town.

SECTION III

The right, authority, privilege and franchise to construct, maintain, replace, repair and operate an electric power transmission and distribution system and all other necessary and appropriate equipment and facilities for its transmission and distribution is hereby granted and shall be in force and effect for a period of thirty, (30) years from the date of the passage of this ordinance.

The rights, privileges and franchise hereby granted shall not be construed to be exclusive and the Council of said Town hereby reserves the right to grant similar rights, privileges and franchises to any other person or persons, firm or firms, corporation or corporations.

SECTION IV

The granting of this franchise is made upon the express condition that the exercise of the same shall be subject to such regulations as may be adopted by the State Corporation Commission of Virginia or such other body upon which said State may hereafter confer regulatory powers over like corporations for the purpose of securing efficiency of public service from said Grantee, its successors and assigns, in said Town of Amherst, and the maintenance of the property and works of said Grantee in good order throughout the term of this franchise.

SECTION V

Said Grantee shall save the Town harmless from any and all liability arising in any way from Grantee's negligence in the erection, maintenance or operation of said lines for the distribution of electric energy.

SECTION VI

Whenever said Grantee shall begin the erection of any lines or equipment it shall promptly and diligently prosecute the work to completion and leave the streets, thoroughfares, alleys, bridges and public places where such work is done in as good condition or repair as before such work was commenced.

SECTION VII

Whenever, in this Ordinance, either the Town or the Grantee is referred to, it shall be deemed to include the respective successors or assigns of either; and all rights, privileges and obligations herein contained by or on behalf of said Town or by or on behalf of said Grantee, shall bind and inure to the benefit of the respective successors or assigns of said Town or of said Grantee, whether so expressed or not.

SECTION VIII

In consideration of the benefits which in the judgment of said Town will accrue to it by reason of the construction and operation of said electric light, heat and power system and as an inducement to said Grantee proposing to construct, maintain and operate said system, the said Town of Amherst hereby agrees with the said Grantee that no franchise or specific pole or wire tax shall be imposed or charged against said Grantee, its successors or assigns by said Town during the life of this franchise, but said Town of Amherst hereby expressly reserves the right of assessing or charging any other valid tax of any other nature whether ad valorem or otherwise which is now authorized or which may be hereafter authorized by the general laws of the Commonwealth of Virginia.

SECTION IX

This franchise shall be accepted by the Grantee within sixty (60) days from the date of the passage of the same.

Passed in Council this ___th day of _____.

Council Vote:

Roll call:

Rachel A. Carton	_____
Sarah B. Ogden	_____
Janice N. Wheaton	_____
Kenneth S. Watts	_____
Kenneth G. Bunch	_____
Mayor D. Dwayne Tuggle	_____

Attest:

Clerk of Council

Mayor D. Dwayne Tuggle called a regular monthly meeting of the Amherst Town Council to order February 13, 2019, at 7:00 P.M. in the Council Chambers of the Town Hall at 174 S. Main Street. It was noted that a quorum was present as follows:

P	D. Dwayne Tuggle	P	Kenneth G. Bunch
P	Rachel A. Carton	P	Sarah G. Ogden
P	Kenneth S. Watts	P	Janice N. Wheaton

Also present were the following staff members:

Sara E. Carter	Town Manager	Gary Williams	Director of Plants
W. Thomas Berry	Town Attorney	Becky L. Cash	Lead Water Operator
Vicki K. Hunt	Clerk of Council	Charles Thompson	Utilities Maintenance Foreman
Tracie L. Wright	Office Manager	Gary P. Smith, Jr.	WWTP Operator
Robert A. Shiflett, II	Chief of Police	Fred W. Adams	WWTP Operator Apprentice

Recitation of the Pledge of Allegiance to the Flag was followed by an invocation by Kenneth S. Watts.

Mayor D. Dwayne Tuggle opened the floor for citizen comment. No comments were made.

Upon conclusion of the reading, Mayor Tuggle presented a Proclamation declaring the 4th Saturday in April Celebrate Old Town Amherst in the Town of Amherst to Patricia Malchow, who was present on behalf of the Village Garden Club.

Gary Friend was present on behalf of Neighbors Helping Neighbors of Amherst County to provide an update on their program whose focus is to assist individuals and families with food insecurities by providing nutritious meals through food kitchens and selective shopping food warehouse.

Herb White, Town Engineer, was present to provide a report and answer questions on the Town Square Streetscape Enhancement Project from 2008/2009. After discussion, Town Manager Carter was directed to pursue grants for funding. Further discussion was deferred to the March meeting.

Herbert White, III, Town Engineer, was present to provide an oral report and answer questions on Water Treatment Plant Improvements, Priority lists 1 and 2, as outlined in the PER Addendum provided by Mr. White.

After discussion and a report on funding from Town Manager Carter, Mr. Watts made a motion which was seconded by Mr. Bunch and carried 5-0 to approve a Resolution to Apply for Virginia Department of Health-Office of Drinking Water Funds and Loans for a Water Treatment Plant Improvement and Upgrade in the amount of \$4,500,000, to complete Priority lists 1 and 2 as outlined in the PER Addendum provided by Town Engineer White, and as recommended by the Utilities Committee and staff. Mmes. Carton, Ogden, Wheaton and Messrs. Watts and Bunch voted “Aye.” A copy of the resolution is attached to and made a part of these minutes.

Mrs. Carton made a motion that was seconded by Mrs. Ogden and carried 5-0 to approve the minutes from the January 9, 2019, and January 12, 2019, meetings. Mmes. Carton, Ogden, Wheaton and Messrs. Watts and Bunch voted "Aye."

After discussion and oral report by Mrs. Ogden, Chairman of the Community Relations Committee, Mr. Bunch made a motion that was seconded by Mrs. Carton to hold a public hearing at its March 13, 2019, meeting on lease of a 6.6 acre parcel of land in and a 40+/- acre parcel of land adjacent to Brockman Industrial Park (TM#s 96.58, 96.A13, and 96.A36), in the Town of Amherst, Virginia, for the purpose of proposed biking trails, as recommended by the Community Relations Committee. The motion carried 5-0 with Mmes. Carton, Ogden, Wheaton and Messrs. Watts and Bunch voting "Aye."

After discussion, a motion was made by Mrs. Carton that was seconded by Mrs. Ogden to hold public hearings at its next meeting on March 13, 2019, on the following matters:

- (1) An ordinance proposing that a franchise granting permission for the construction, maintenance, and operation of an electric power transmission and distribution system with all rights incident thereto, on, along, over, upon, and under the streets and other public places of the Town of Amherst, Virginia, subject to the conditions of said franchise, be sold; and,
- (2) A request by Front Street Garage, LLC through its representatives Jay and Crystal Harris for a Special Use Permit for an auto and tire center at 488 S. Main Street, Amherst, VA (TM#95A56) zoned B-2.

The motion carried 5-0 with Mmes. Carton, Ogden, Wheaton and Messrs. Watts and Bunch voting "Aye."

After discussion, Mr. Watts made a motion that was seconded by Mr. Bunch and carried 5-0 to approve allocation of \$10,000 in spending from the contingency reserve fund for costs associated with the first Town of Amherst 4th of July Celebration and First Responders Parade. The motion 5-0 via the roll call method with Mmes. Carton, Ogden, Wheaton and Messrs. Watts and Bunch voting "Aye."

It was the consensus of the members present that Town Council and the Amherst Board of Supervisors would hold two joint meetings during the 2019 calendar year, the first of which to be held during the Town Council's meeting on March 13, 2019, from 7 pm to 7:45 pm with regular business to begin at the conclusion of the joint meeting.

After discussion, Mrs. Carton made a motion that was seconded by Mr. Watts and carried 5-0 to appropriate \$36,174.67 for the purpose of correcting the budget for an expenditure associated with the purchase of 7.7+ acres for a park at the end of Scott's Mill Road in the Town of Amherst, Virginia. The motion 5-0 via the roll call method with Mmes. Carton, Ogden, Wheaton and Messrs. Watts and Bunch voting "Aye."

After discussion, Mr. Watts made a motion that was seconded by Mr. Bunch and carried 5-0 to authorize Town Manager Carter to accept the Change Order Proposal #1 from Anderson Construction, Inc., in the amount of \$6,138.99 to extend the sludge collection piping to the full length of each sedimentation basin, as recommended by staff, and to authorize Town Manager Carter to execute Change Order No. 1 as it relates to the project. Mmes. Carton, Ogden, Wheaton and Messrs. Watts and Bunch voted "Aye."

Mayor D. Dwayne Tuggle opened the floor for citizen comments. No comments were made.

There being no further business, the meeting adjourned until March 13, 2019, at 6:30 pm on motion by Mrs. Ogden seconded by Mrs. Carton at 8:28 PM. The motion carried 5-0 with Mmes. Carton, Ogden, Wheaton and Messrs. Watts and Bunch voting "Aye."

D. Dwayne Tuggle
Mayor

Attest: _____
Clerk of Council

FOR APPROVAL

A RESOLUTION TO APPLY FOR VIRGINIA DEPARTMENT OF HEALTH – OFFICE OF DRINKING WATER FUNDS AND LOANS FOR A WATER TREATMENT PLANT IMPROVEMENT AND UPGRADE.

WHEREAS, the Town of Amherst has applied for funding for various drinking water projects in the Town;

WHEREAS, the Virginia Department of Health-Office of Drinking Water has funded several drinking water projects in the Town;

WHEREAS, the Town of Amherst Town Council has reviewed project planning material and found that the pre-requirements have been met for submitting a funding application;

THEREFORE, BE IT RESOLVED, the Town of Amherst Town Council hereby votes to seek additional funding from the Office for the following project;

Water Treatment Plant Improvement and Upgrade	\$4,500,000
---	-------------

THEREFORE, BE IT RESOLVED, that the Town Manager immediately begin to process funding applications for these projects and be authorized to sign any and all documents to accept such funding contingent upon review and concurrence by the Town Attorney.

This Resolution was adopted by the Town Council of the Town of Amherst on February 13, 2019.

Mayor Dwayne Tuggle

Attest:

Town Manager's Report for the March 13, 2019 Town Council Meeting

Committee	Report
A. Industrial Development Authority	No meetings/no report
B. Planning Commission	Meeting March 6, 2019, minutes attached
C. Board of Zoning Appeals	No meetings/no report
D. Property Maintenance Investigation Board	No meetings/no report
E. Community Relations Committee	No meeting/no report
F. Finance Committee	No meeting/no report
G. Utilities Committee	Meeting February 27, 2019, minutes attached
H. Personnel Committee	No meetings/no report
I. Town/Sweet Briar Sewer Use Advisory Commission	No meetings/no report
J. Lynchburg Regional Business Alliance	Meeting February 28, 2019
K. Central Virginia Metropolitan Planning Organization	Executive committee meeting held March 1, 2019 Executive committee meeting with Economic Developers held March 6, 2019



AMHERST POLICE DEPARTMENT



MONTHLY REPORT

February 2019

Month:	SHIFT WORKING:
OFFICER: Watts	VEHICLE: 103
MILEAGE START OF SHIFT:	MILEAGE END OF SHIFT:

CALLS FOR SERVICE	NUMBER
MOTORIST ASSIST	18
ALARM	3
PHONE COMPLAINT	21
BOLO	5
MISSING PERSON	
SHOPLIFTING	
PROBLEM WITH OTHERS	11
DOMESTIC	2
CHECK WELFARE	3
NOISE OR DOG COMPLAINT	1
TRAFFIC CRASH	5
EMS CALLS	3
SUDDEN DEATH	1
SUSPICIOUS PERSON	4
FUNERAL TRAFFIC	
OTHER	43

OFFICER INITIATED	NUMBER
BUILDING CHECKS	71
BUSINESS VISIT	74
BUILDING SEARCH	3
TRAFFIC SUMMONS	43
DRUNK IN PUBLIC	
EXTRA PATROLS	404
WARRANT SERVICE	4
PROPERTY WALK AROUNDS	30
WARRANTS OBTAINED	
PARKING TICKETS	2
MISD. INVESTIGATION	2
FELONY INVESTIGATION	
NARCOTICS INV.	3
SEARCH WARRANT	
PUBLIC RELATIONS	8
CITIZEN CONTACT	180

WARNINGS	NUMBER
SPEEDING	7
EQUIPMENT VIOLATION	19
RECKLESS DRIVING	1
SUSPENDED LICENSE	1
INSPECTION/REGISTRATION	4
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	11

TRAFFIC STOPS TICKETED	NUMBER
SPEEDING	29
EQUIPMENT VIOLATION	
RECKLESS DRIVING	
SUSPENDED LICENSE	3
INSPECTION/REGISTRATION	3
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	8

ARREST	NUMBER
MISDEMEANOR	1
FELONY	
EPO	
ECO/ PPO	
NARCOTICS VIOLATION	
DUI / DUIG	1

OTHER	NUMBER
ASSIST OTHER OFFICER	41
ASSIST OTHER AGENCY	34
COURT	4
REPORTS	7
SCHOOL / TRAINING	
MEETINGS	11
TOWED / IMPOUNDED VEH	



AMHERST POLICE DEPARTMENT

MONTHLY REPORT



PLEASE LIST ALL PASS ON'S, INVESTIGATIONS, ARREST, IMPOUNDED VEHICLES WITH REASON AND LOCATION, AND BUSINESSES WITH OPEN DOORS OR ANY OTHER SIGNIFICANT COMPLAINTS.

Calls for service- 212

Miles patrolled- 7437



TOWN OF AMHERST

P.O. Box 280 174 S. Main Street Amherst, VA 24521
Phone (434)946-7885 Fax (434)946-2087

To: Town Council
From: Tracie Wright
Date: March 4, 2019
Re: February 2019 Monthly Report

Utilities – 1159 bills were cut totaling \$207,418.89.

A/P – A total of 49 checks were cut totaling \$82,290.31 for February 2019 bills.

Meals and Beverage Tax – 14 Businesses paid \$32,421.49 in Meals and Beverage Tax for the month of January.

Taxes – We still show \$7,077.86 due for 2018 Vehicle License Fees. I waited for another month of interest to be added before I do bank liens and will fax those to the banks next week once I return from training.

Investments – At our most recent Finance Committee meeting we agreed to move around \$1.2 million to a new VACO/VML long term investment pool. The amount to invest was determined by the Fund Balance Policy which requires us to have a certain percentage of money in each fund at all times. The funds will be held in the investment pool for at least three years.

Business License – Dee will be mailing out all Business License Renewal information by March 8, 2019. Business License Taxes are due to the Town by May 1, 2019.

Clerk of Council Report February 2019

Committee Meetings

Planning Commission

Receive and review agenda packet for 2-6-19 meeting; post agenda packet to website; prepare for and attend meeting; draft minutes for record keeping; post to Town website

Town Council

Receive and review agenda packet for 2-13-19 meeting; post agenda packet to website; prepare for and attend meeting; draft minutes for approval; post to Town website

Quorums: Confirm cancellation of meetings with Industrial Development Authority members, confirm quorum for Planning Commission and Town Council meetings.

Town Website Maintenance and Management

- Maintain and update content and posted:
 - Reports
 - Agendas and Minutes
 - Public Hearings
 - Update Calendars
 - Update Hot Topics
 - Update News Room
- Monitor Potential Leash Law Survey for Town of Amherst

Town Facebook Administrator

Post to Town's Facebook page:

- Search out and share links to community events and news; Monitor feedback

Recodification of Town Code

- Follow-up status report to Municode
- Miscellaneous emails with Municode Attorney re ordinance revisions

Rotary Club Pancake Day

Receive application for banner permit; preparation of permit application forms; correspond with VDOT; receive permit; attention to detail

Celebrate Old Town Amherst

- Miscellaneous emails with Member of Village Garden Club, VDOT, McBride Sign Company
- Design Street Banner

FOIA

Receive and answer 1 request for information

Other:

- Prepare Proclamation for Celebrate Old Town Amherst
- Prepare Planning Commission oath for Janice Wheaton
- Prepare legal ads and send for publication
- Prepare public hearing notices
- Telephone conference with FOIA Council
- Receive and review email on new FOIA bills passed by General Assembly
- Begin Council Ipad setups

Town of Amherst Committees as of February 28, 2019

	<u>Appointed/Term Expires</u>
<u>TOWN COUNCIL</u>	
D. Dwayne Tuggle, Mayor	01/01/19 12/31/22
Rachel A. Carton, Vice Mayor	01/01/19 12/31/20
Kenneth S. Watts	01/01/19 12/31/22
Janice Norvell Wheaton	01/01/19 12/31/22
Sarah B. Ogden	01/01/19 12/31/20
Kenneth G. Bunch	01/01/19 12/31/20

<u>PLANNING COMMISSION</u>		
June Driskill, Chairperson	06/08/16	06/30/20
Janice Norvell Wheaton	01/01/19	12/31/20 (TC rep)
William Jones	04/08/15	06/30/19
Ted Finney	07/01/17	06/30/21
Kevin Belcher	07/01/18	06/30/22
Clifford Hart	04/08/15	06/30/19
VACANT		06/30/18

<u>BOARD OF ZONING APPEALS</u>		
Gary Mays, Chairman	04/08/15	08/31/20
Ed Carton	11/10/14	08/31/19
Teresa Tatlock	07/10/16	08/31/21
Marvin Hensley	08/31/17	08/31/22
Kevin James Akershoek	12/11/13	08/31/18

<u>INDUSTRIAL DEVELOPMENT AUTHORITY</u>		
Lewis Addison, Chairman	04/08/15	06/30/19
Sharon Watts Turner	07/01/18	06/30/22
Gary Jennings	05/10/17	06/30/21
Jacob Bailey	06/08/16	06/30/20
Manly Rucker	05/10/17	06/30/21
Kim Odell Stein	07/11/18	06/30/22
Richard Wydner	04/08/15	06/30/19

<u>PROPERTY MAINTENANCE INVESTIGATION BOARD</u>		
C. Manly Rucker, III	05/10/17	06/30/20
Bessie H. Kirkwood	07/01/18	06/30/21
Glenda Hash	06/08/16	06/30/20

<u>REGION 2000 REGIONAL COMMISSION/MPO</u>		
D. Dwayne Tuggle	01/01/19	12/31/20
Sara Carter	01/01/19	12/31/20

Appointed/Term Expires

CENTRAL VIRGINIA TRANSPORTATION COUNCIL (MPO)

D. Dwayne Tuggle	01/01/19	12/31/20
Sara E. Carter	01/01/19	12/31/20

TOWN/SWEET BRIAR SEWER USE ADVISORY COMMISSION

Clifford Hart	01/01/19	12/31/20
Kenneth S. Watts	01/01/19	12/31/20

JOINT COMMITTEE ON COOPERATION

Kenneth S. Watts	01/01/19	12/31/20
Kenneth G. Bunch	01/01/19	12/31/20
Sarah B. Ogden	01/01/19	12/31/20

(3 Appointments from Amherst County)

YMCA EXPLORATORY COMMITTEE

Tracy Wilburn	05/10/17
Erin Calhoun	05/10/17
Paul Robert Munn	08/09/17
Rebecca A. Fitzgerald	08/09/17

TOWN COUNCIL COMMITTEES (FOR THE 01/01/19-12/31/20TERM)
--

FINANCE COMMITTEE

Rachel A. Carton (Chairman) and Kenneth S. Watts

- Monitor the budget development process.
- Review accounting procedures, budgets, and bookkeeping activities.
- Interface with auditors.

COMMUNITY RELATIONS AND RECREATION COMMUNITY

Sarah B. Ogden (Chairman) and Janice N. Wheaton

- Monitor and review implementation of the Town's bike trails and public parks
- Review the Town's beautification efforts and programs.
- Interface with citizens, business operators, Sweet Briar College and VDOT

UTILITIES COMMITTEE

Kenneth S. Watts (Chairman) and Kenneth G. Bunch

- Monitor the development and construction of capital improvement projects.
- Review proposed utility system upgrades and extensions.
- Interface and assist developers in coordinating Town policies with proposed new developments.

RECODIFICATION COMMITTEE

Kenneth G. Bunch (Chairman) and Kenneth S. Watts

- Monitor the recodification of Town Code process
- Review proposed proof and edits

Utility/Town Maintenance and Construction Report

February--2019

Water Meter Read	1150
Water Meter Re-Read	37
Disconnects	13
VA-811 Service locations	40
Vehicle PM Work Orders	22
Pump Station/Plant Work Orders	21
Banners Installed/Dismantled	1
Water Services Installed/Replaced	4
Sewer Services Installed/Replaced	4
Minor Leaks ks Repaired	2
Major Leaks Repaired	2
Minor Sewer Problems Resolved	2
Major Sewer Problems Resolved	5

Man Hours

Meter Reading	78
Street/Sidewalk Maintenance	78
Safety Training	8
Bush Hogging	0
Flushing Water	27
Equipment Maintenance	52
Xmas decorations	0

Major Issues & Comments

Cold and heavy rain causing problems.

4

Routine/Annual Work

Projects/Unusual Work

Service Work Orders	Locating Un-marked/Unknown Water & Sewer System Assets
Meter Reading	Continue Safety and Shop/Yard Clean-up
Prev-Maint Work Orders	Staff has been working on finding water valves and addressing issues
Disconnects	Working on clearing water right of ways.
Re-connects	
Flushing Program in Select Locations	



TOWN OF AMHERST
DEPARTMENT OF PLANTS

MONTHLY PRODUCTION AND OPERATIONAL REPORT
February 2019

SUBMITTED BY: GARY S. WILLIAMS,
DIRECTOR OF PLANTS

Grandview Water Filtration Plant,

Daily Water Withdrawal and Production:

	Total, million gallons	Average, million gallons	Max, million gallons	Min, million gallons
Raw Water	7.820	0.300	0.500	0.200
Produced	6.960	0.270	0.430	0.190
Delivered	6.690	0.260	0.420	0.180

Monthly Activities and Upcoming Highlights:

- We are continuing to have issues with lead results being over limit at a couple of the Towns sampling locations. But there is an overall downward trend and Staff continues to work on solving the exceedance issue.

Rutledge Creek Wastewater Treatment Plant,

Daily Received and Treated Waste Stream:

	Total, million gallons	Average, million gallons	Max, million gallons	Min, million gallons
Final Effluent	11.630	0.415	1.184	0.234

- Rain fall for February once again raised the 95% effluent flow limitation which is exceeded when the average monthly flow is in excess of 0.380 MGD.
- All other aspects of WWTP operations have been pretty much normal.

Submitted: March 6, 2019

W. THOMAS BERRY
ATTORNEY AT LAW
TAN BARK PROFESSIONAL BUILDING, COURT STREET
P.O. BOX 354 * 402 COURT STREET
LOVINGSTON, VIRGINIA 22949

W. THOMAS BERRY

OFFICE PHONE
434-263-4886
Fax: 434-263-4285

March 1, 2019

Town of Amherst
P.O. Box 280
Amherst, VA 24521

Attn: Sara Carter- Town Manager

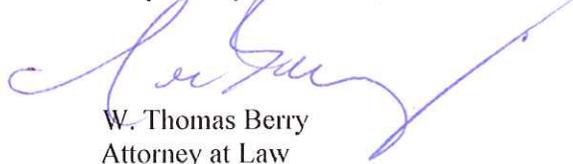
Re: Monthly Report to Town Council
(February 2019)

Dear Ms. Carter, and Council,

My report on work regarding the following matters:

1. Recodification: Review of recodification documents.
2. IDA/ Town: No meeting this month.
3. Town Council Meeting: Attendance at the monthly scheduled meeting on January 9, 2019.
4. Land Acquisition: Closing of Lazy River property.
5. Personnel: Ongoing review with Nelson County Commonwealth Attorney.
6. Easements: Sewer Line Easements prepared for Brockman and Yancy.
7. New Business: Work on Mountain Bike Club Lease
8. Access to Town Attorney: My email address is tammy@tomberrylaw.com. Please feel free to use this email access provided, and I will promptly return any communication. My home phone (434) 946-9501; office phone (434) 263-4886.

Respectfully Submitted,



W. Thomas Berry
Attorney at Law

WTB/tat

W. THOMAS BERRY, LLC

ATTORNEY-AT-LAW
 P.O. BOX 354/ 402 COURT STREET
 LOVINGSTON, VA 22949
 PHONE: (434) 263-4886

Invoice

Date	Invoice #
3/1/2019	8758

Bill To
Town of Amherst c/o Sara Carter P.O. Box 280 Amherst, VA 24521

Terms

Due on receipt

Description	Qty	Rate	Amount
2/11/2018 REVIEW MUNICODE HOUSE NUMBERS	1	175.00	175.00
2/12/2018 DEED RESEARCH AMHERST CO LLC	2	175.00	350.00
2/12/2018 REVIEW RECORD EASEMENTS	1	175.00	175.00
2/12/2018 REVIEW MONTHLY PACKAGE	1	175.00	175.00
2/13/2018 MONTHLY MEETING	1.5	175.00	262.50
2/21/2018 SLIPLINE PROJECT REVIEW	1	175.00	175.00
2/22/2018 PREP BIKE CLUB LEASE	1	175.00	175.00
2/26/2018 BIKE CLUB LEASE	2.5	175.00	437.50
RECORDING FEE FOR EASEMENTS <i>(attached)</i>	13	42.33	550.29

Total	\$2,475.29
Payments/Credits	\$0.00
Balance Due	\$2,475.29

total
\$ 550.29



OFFICIAL RECEIPT
AMHERST CIRCUIT COURT
DEED RECEIPT

DATE : 02/13/2019

TIME : 14:55:11

CASE # : 009CLR190000460

RECEIPT # : 19000001700

TRANSACTION # : 19021300047

CASHIER : DAB

REGISTER # : A531

INSTRUMENT : 190000460

BOOK :

PAGE :

FILING TYPE : DE

RECORDED : 02/13/2019

PAYMENT : FULL PAYMENT

GRANTOR : BOARD OF SUPERVISORS OF AMHERST COUNTY VIRGINIA

EX : N

AT : 14:40

GRANTEE : TOWN OF AMHERST

EX : N

LOC : CO

RECEIVED OF : W THOMAS BERRY LLC

EX : N

PCT : 100%

ADDRESS :

DATE OF DEED : 05/01/2018

MULTI : \$338.64 CHECK/MO NUMBER : 9241

DESCRIPTION 1 : 1ST STREET, PLAT SHOWING NEW 20'

2 : SANITARY SEWER EASEMENT

CONSIDERATION : \$1.00

AVVAL : \$0.00

PAGES : 005

OP : 0

MAP : 96A4-A-121

NAMES : 0

PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
036	DEED PROCESSING FEE	\$20.00
039	DEEDS AND CONTRACTS	\$0.25
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
213	COUNTY GRANTEE TAX	\$0.08
301	DEEDS	\$14.50

TENDERED : \$ 338.64
 AMOUNT PAID : \$ 42.33
 APPLIED TO NEXT CASE : \$ 296.31



OFFICIAL RECEIPT
AMHERST CIRCUIT COURT
DEED RECEIPT

DATE : 02/13/2019 TIME : 14:55:10

RECEIPT # : 19000001698 TRANSACTION # : 19021300047

CASHIER : DAB REGISTER # : A531

INSTRUMENT : 190000458 BOOK : PAGE :

GRANTOR : BOARD OF SUPERVISORS OF AMHERST COUNTY VIRGINIA

GRANTEE : TOWN OF AMHERST

RECEIVED OF : W THOMAS BERRY LLC

ADDRESS :

DATE OF DEED : 05/01/2018

MULTI : \$423.30

CHECK/MO NUMBER : 9241

DESCRIPTION 1 : SOUTH MAIN STREET, PLAT SHOWING NEW 20'

2 : SANITARY SEWER EASEMENT

CONSIDERATION : \$1.00

ANAL : \$0.00

CASE # : 009CLR190000458

FILING TYPE : DE

RECORDED : 02/13/2019

EX : N

EX : N

PAYMENT : FULL PAYMENT

AT : 14:38

LOC : CO

PCT : 100%

PAGES : 005

OP : 0

NAMES : 0

MAP : 96A3-A-17

PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
036	DEED PROCESSING FEE	\$20.00
039	DEEDS AND CONTRACTS	\$0.25
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
213	COUNTY GRANTEE TAX	\$0.08
301	DEEDS	\$14.50

TENDERED : \$ 423.30
 AMOUNT PAID : \$ 42.33
 APPLIED TO NEXT CASE : \$ 380.97



OFFICIAL RECEIPT
AMHERST CIRCUIT COURT
DEED RECEIPT

DATE : 02/13/2019

TIME : 14:55:08

CASE # : 009CLR1900000456

RECEIPT # : 19000001696

TRANSACTION # : 19021300047

CASHIER : DAB

REGISTER # : A531

INSTRUMENT : 190000456

BOOK :

PAGE :

FILING TYPE : DE

RECORDED : 02/13/2019

PAYMENT : FULL PAYMENT

GRANTOR : CLEMSON INVESTMENTS LLC

PAGE :

EX : N

AT : 14:36

GRANTEE : TOWN OF AMHERST

EX : N

LOC : CO

RECEIVED OF : W THOMAS BERRY LLC

ADDRESS :

DATE OF DEED : 08/30/2018

MULTI : \$507.96

CHECK/MO NUMBER : 9241

DESCRIPTION 1 : MOUNT DRIVE ROAD, PLAT SHOWING NEW 20'

PAGES : 005

OP : 0

2 : SANITARY SEWER EASMENT

CONSIDERATION : \$1.00

AVAIL : \$0.00

MAP : 96A3-2-5

PIN :

NAMES : 0

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
036	DEED PROCESSING FEE	\$20.00
039	DEEDS AND CONTRACTS	\$0.25
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
213	COUNTY GRANTEE TAX	\$0.08
301	DEEDS	\$14.50

TENDERED : \$ 507.96
 AMOUNT PAID : \$ 42.33
 APPLIED TO NEXT CASE : \$ 465.63



OFFICIAL RECEIPT
AMHERST CIRCUIT COURT
DEED RECEIPT

DATE : 02/13/2019

TIME : 14:55:08

CASE # : 009CLR190000455

RECEIPT # : 19000001695

TRANSACTION # : 19021300047

CASHIER : DAB

REGISTER # : A531

FILING TYPE : DE

INSTRUMENT : 190000455

BOOK :

PAGE :

RECORDED : 02/13/2019

PAYMENT : FULL PAYMENT

GRANTOR : RUCKER, C MANLY

GRANTEE : TOWN OF AMHERST

RECEIVED OF : W THOMAS BERRY LLC

ADDRESS :

DATE OF DEED : 01/15/2019

CHECK : \$550.29

CHECK NUMBER : 9241

DESCRIPTION 1 : SOUTH MAIN STREET, PLAT SHOWING NEW 20'

2 : SANITARY SEWER EASEMENT

CONSIDERATION : \$1.00

AVAL : \$0.00

PAGES : 005

OP : 0

MAP : 95-A-53

NAMES : 0

PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
036	DEED PROCESSING FEE	\$20.00
039	DEEDS AND CONTRACTS	\$0.25
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
213	COUNTY GRANTEE TAX	\$0.08
301	DEEDS	\$14.50

TENDERED : \$ 550.29
 AMOUNT PAID : \$ 42.33
 APPLIED TO NEXT CASE : \$ 507.96



OFFICIAL RECEIPT
AMHERST CIRCUIT COURT
DEED RECEIPT

DATE : 02/13/2019

TIME : 14:55:15

CASE # : 009CLR1900000467

RECEIPT # : 19000001707

TRANSACTION # : 19021300047

CASHIER : DAB

REGISTER # : A531

INSTRUMENT : 1900000467

BOOK :

PAGE :

FILING TYPE : DE

RECORDED : 02/13/2019

PAYMENT : FULL PAYMENT

GRANTOR : AMHERST COUNTY SCHOOL BOARD

EX : N

AT : 14:47
LOC : CO

GRANTEE : TOWN OF AMHERST

EX : N

PCT : 100%

RECEIVED OF : W THOMAS BERRY LLC

ADDRESS :

DATE OF DEED : 04/12/2018

MULTI : \$42.33

CHECK/MO NUMBER : 9241

DESCRIPTION 1 : MACADAM ROAD, PLAT SHOWING NEW 20'

2 : SANITARY SEWER EASEMENT

PAGES : 005

OP : 0

CONSIDERATION : \$1.00

AVAL : \$0.00

MAP : 110-A-102

NAMES : 0
PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
036	DEED PROCESSING FEE	\$20.00
039	DEEDS AND CONTRACTS	\$0.25
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLE	\$1.50
213	COUNTY GRANTEE TAX	\$0.08
301	DEEDS	\$14.50

TENDERED : \$ 42.33
AMOUNT PAID : \$ 42.33



OFFICIAL RECEIPT
AMHERST CIRCUIT COURT
DEED RECEIPT

DATE : 02/13/2019

TIME : 14:55:09

CASE # : 009CLR190000457

RECEIPT # : 19000001697

TRANSACTION # : 19021300047

CASHIER : DAB

REGISTER # : A531

INSTRUMENT : 190000457

BOOK :

PAGE :

FILING TYPE : DE

RECORDED : 02/13/2019

PAYMENT : FULL PAYMENT

GRANTOR : AMHERST COUNTY SCHOOL BOARD

AT : 14:37

GRANTEE : TOWN OF AMHERST

EX : N

LOC : CO

RECEIVED OF : W THOMAS BERRY LLC

PCT : 100%

ADDRESS :

DATE OF DEED : 04/12/2018

MULTI : \$465.63

CHECK/MO NUMBER : 9241

DESCRIPTION 1 : DULWICH DRIVE, PLAT SHOWING NEW 20'

PAGES : 005

2 : SANITARY SEWER EASEMENT

OP : 0

CONSIDERATION : \$1.00

ANAL : \$0.00

MAP : 96-A-26A

NAMES : 0

PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
036	DEED PROCESSING FEE	\$20.00
039	DEEDS AND CONTRACTS	\$0.25
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
213	COUNTY GRANTEE TAX	\$0.06
301	DEEDS	\$14.50

TENDERED : \$ 465.63
 AMOUNT PAID : \$ 42.33
 APPLIED TO NEXT CASE : \$ 423.30



OFFICIAL RECEIPT
AMHERST CIRCUIT COURT
DEED RECEIPT

DATE : 02/13/2019

TIME : 14:55:14

CASE # : 009CLR190000464

RECEIPT # : 19000001704

TRANSACTION # : 19021300047

CASHIER : DAB

REGISTER # : A531

INSTRUMENT : 190000464

BOOK :

PAGE :

FILING TYPE : DE

RECORDED : 02/13/2019

PAYMENT : FULL PAYMENT

GRANTOR : GORDON, JAMES M

EX : N

AT : 14:43
LOC : CO

GRANTEE : TOWN OF AMHERST

EX : N

PCT : 100%

RECEIVED OF : W THOMAS BERRY LLC

ADDRESS :

DATE OF DEED : 03/01/2018

MULTI : \$169.32

CHECK/MO NUMBER : 9241

DESCRIPTION 1 : NORTH MAIN STREET, PLAT SHOWING NEW 20'

2 : SANITARY SEWER EASEMENT

PAGES : 006

OP : 0

CONSIDERATION : \$1.00

ANAL : \$0.00

MAP : 96A4-A-197

NAMES : 0
PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
036	DEED PROCESSING FEE	\$20.00
039	DEEDS AND CONTRACTS	\$0.25
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
213	COUNTY GRANTEE TAX	\$0.08
301	DEEDS	\$14.50

TENDERED : \$ 169.32
 AMOUNT PAID : \$ 42.33
 APPLIED TO NEXT CASE : \$ 126.99



OFFICIAL RECEIPT
AMHERST CIRCUIT COURT
DEED RECEIPT

DATE : 02/13/2019

TIME : 14:55:13

CASE # : 009CLR190000463

RECEIPT # : 19000001703

TRANSACTION # : 19021300047

CASHIER : DAB

REGISTER # : A531

INSTRUMENT : 190000463

BOOK :

PAGE :

FILING TYPE : DE

RECORDED : 02/13/2019

PAYMENT : FULL PAYMENT

GRANTOR : CAMPBELL, GREGORY L

AT : 14:42

GRANTEE : TOWN OF AMHERST

EX : N

LOC : CO

RECEIVED OF : W THOMAS BERRY LLC

EX : N

PCT : 100%

ADDRESS :

DATE OF DEED : 01/17/2019

MULTI : \$211.65

CHECK/MO NUMBER : 9241

DESCRIPTION 1 : NORTH MAIN STREET, PLAT SHOWING NEW 20'

PAGES : 005

OP : 0

2 : SANITARY SEWER EASEMENT

NAMES : 0

CONSIDERATION : \$1.00

AVAL : \$0.00

MAP : 96A4-A-195

PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
036	DEED PROCESSING FEE	\$20.00
039	DEEDS AND CONTRACTS	\$0.25
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
213	COUNTY GRANTEE TAX	\$0.08
301	DEEDS	\$14.50

TENDERED : \$ 211.65
 AMOUNT PAID : \$ 42.33
 APPLIED TO NEXT CASE : \$ 169.32



OFFICIAL RECEIPT
AMHERST CIRCUIT COURT
DEED RECEIPT

DATE : 02/13/2019

TIME : 14:55:10

CASE # : 009CLR190000459

RECEIPT # : 19000001699

TRANSACTION # : 19021300047

CASHIER : DAB

REGISTER # : A531

INSTRUMENT : 190000459

BOOK :

PAGE :

FILING TYPE : DE

RECORDED : 02/13/2019

PAYMENT : FULL PAYMENT

GRANTOR : TOWNSIDE REALTY CORPORATION

EX : N

AT : 14:39

LOC : CO

PCT : 100%

RECEIVED OF : W/THOMAS BERRY LLC

ADDRESS :

DATE OF DEED : 03/09/2018

MULTI : \$380.97

CHECK/MO NUMBER : 9241

DESCRIPTION 1 : SOUTH MAIN STREET, PLAT SHOWING NEW 20'

2 : SANITARY SEWER EASEMENT

PAGES : 005

OP : 0

CONSIDERATION : \$1.00

ANAL : \$0.00

MAP : 96A4-A-80

NAMES : 0
PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
036	DEED PROCESSING FEE	\$20.00
039	DEEDS AND CONTRACTS	\$0.25
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
213	COUNTY GRANTEE TAX	\$0.08
301	DEEDS	\$14.50

TENDERED : \$ 380.97
 AMOUNT PAID : \$ 42.33
 APPLIED TO NEXT CASE : \$ 338.64



OFFICIAL RECEIPT
AMHERST CIRCUIT COURT
DEED RECEIPT

DATE : 02/13/2019 TIME : 14:55:12

RECEIPT # : 19000001702 TRANSACTION # : 19021300047

CASHIER : DAB REGISTER # : A531

INSTRUMENT : 190000462 BOOK : PAGE :

GRANTOR : HILL HARDWARE CORP

GRANTEE : TOWN OF AMHERST

RECEIVED OF : W THOMAS BERRY LLC

ADDRESS :

DATE OF DEED : 02/26/2018

MULTI : \$253.98 CHECK/MO NUMBER : 9241

DESCRIPTION 1 : GOODWIN STREET, PLAT SHOWING NEW 20'

2 : SANITARY SEWER EASEMENT

CONSIDERATION : \$1.00 ANVAL : \$0.00

CASE # : 009CLR190000462

FILING TYPE : DE

RECORDED : 02/13/2019

EX : N

EX : N

PAYMENT : FULL PAYMENT

AT : 14:42

LOC : CO

PCT : 100%

PAGES : 005

OP : 0

NAMES : 0

MAP : 96A4-A-156

PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
036	DEED PROCESSING FEE	\$20.00
039	DEEDS AND CONTRACTS	\$0.25
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
213	COUNTY GRANTEE TAX	\$0.08
301	DEEDS	\$14.50

TENDERED : \$ 253.98
 AMOUNT PAID : \$ 42.33
 APPLIED TO NEXT CASE : \$ 211.65



OFFICIAL RECEIPT
AMHERST CIRCUIT COURT
DEED RECEIPT

DATE : 02/13/2019

TIME : 14:55:12

CASE # : 009CLR190000461

RECEIPT # : 19000001701

TRANSACTION # : 19021300047

CASHIER : DAB

REGISTER # : A531

INSTRUMENT : 190000461

BOOK :

PAGE :

FILING TYPE : DE

RECORDED : 02/13/2019

PAYMENT : FULL PAYMENT

GRANTOR : BOARD OF SUPERVISORS OF AMHERST COUNTY

AT : 14:41

GRANTEE : TOWN OF AMHERST

LOC : CO

RECEIVED OF : W THOMAS BERRY LLC

EX : N

PCT : 100%

ADDRESS :

DATE OF DEED : 05/01/2018

MULTI : \$296.31

CHECK/MO NUMBER : 9241

DESCRIPTION 1 : GOODWIN STREET, PLAT SHOWING NEW 20'

2 : SANITARY SEWER EASEMENT

PAGES : 005

OP : 0

CONSIDERATION : \$1.00

ANAL : \$0.00

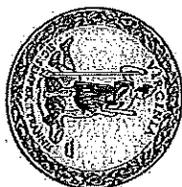
MAP : 96A4-A-146

NAMES : 0
PIN :

AGGOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
036	DEED PROCESSING FEE	\$20.00
039	DEEDS AND CONTRACTS	\$0.25
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

AGGOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
213	COUNTY GRANTEE TAX	\$0.08
301	DEEDS	\$14.50

TENDERED : \$ 296.31
 AMOUNT PAID : \$ 42.33
 APPLIED TO NEXT CASE : \$ 253.98



OFFICIAL RECEIPT
AMHERST CIRCUIT COURT
DEED RECEIPT

DATE : 02/13/2019 TIME : 14:55:15

RECEIPT # : 19000001706 TRANSACTION # : 19021300047

CASHIER : DAB REGISTER # : A531

INSTRUMENT : 190000466 BOOK :

GRANTOR : PENDLETON, CHRISTINE J

GRANTEE : TOWN OF AMHERST

RECEIVED OF : W THOMAS BERRY LLC

ADDRESS :

DATE OF DEED : 01/16/2019

MULTI : \$84.66

DESCRIPTION 1 : NORFOLK AVENUE, PLAT SHOWING NEW 20

2 : SANITARY SEWER EASEMENT

CONSIDERATION : \$1.00

AVAIL : \$0.00

CASE # : 009CLR190000466

FILING TYPE : DE

RECORDED : 02/13/2019

EX : N

EX : N

PAYMENT : FULL PAYMENT

AT : 14:46

LOC : CO

PCT : 100%

PAGES : 005

OP : 0

NAMES : 0

MAP : 96A7-4-8

PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
036	DEED PROCESSING FEE	\$20.00
039	DEEDS AND CONTRACTS	\$0.25
108	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
213	COUNTY GRANTEE TAX	\$0.08
301	DEEDS	\$14.50

TENDERED : \$ 84.66
 AMOUNT PAID : \$ 42.33
 APPLIED TO NEXT CASE : \$ 42.33



OFFICIAL RECEIPT
AMHERST CIRCUIT COURT
DEED RECEIPT

DATE : 02/13/2019 TIME : 14:55:14

RECEIPT # : 19000001705 TRANSACTION # : 19021300047

CASHIER : DAB REGISTER # : A531

INSTRUMENT : 190000465 BOOK :

PAGE :

CASE # : 009CLR190000465

FILING TYPE: DE

RECORDED : 02/13/2019

EX : N

EX : N

PAYMENT : FULL PAYMENT

AT : 14:45

LOC : CO

PCT : 100%

GRANTOR : WATTS, KENNETH S
GRANTEE : TOWN OF AMHERST
RECEIVED OF : W THOMAS BERRY LLC

ADDRESS :

DATE OF DEED : 04/24/2018

MULTI : \$126.99

CHECK/MO NUMBER : 9241

DESCRIPTION 1 : SOUTH MAIN STREET, PLAT SHOWING NEW 20'

2 : SANITARY SEWER EASEMENT

CONSIDERATION : \$1.00 AVAIL : \$0.00

PAGES : 005

OP : 0

NAMES : 0

MAP : 96A6-A-5

PIN :

ACCOUNT CODE	DESCRIPTION	PAID	ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00	145	VSLF	\$1.50
036	DEED PROCESSING FEE	\$20.00	213	COUNTY GRANTEE TAX	\$0.08
039	DEEDS AND CONTRACTS	\$0.25	301	DEEDS	\$14.50
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00			

TENDERED : \$ 126.99
 AMOUNT PAID : \$ 42.33
 APPLIED TO NEXT CASE : \$ 84.66

**FINANCE COMMITTEE
MINUTES**

February 27, 2019
5:15 PM

Attendees: Rachel Carton, Chairman and Ken Watts
Staff: Sara Carter and Tracie Wright

The meeting was called to order by Ms. Carton at 5:15 p.m.

Staff reviewed the funding request for the Virginia Commission for the Arts grant from Second Stage. The committee reviews this donation request earlier than the others and takes a recommendation to the Council prior to the adoption of the budget, as the grant is due prior to that date. The committee reviewed the request and determined they would support a donation from the Town for \$2,750 for a VCA grant.

Staff made recommendations to the committee regarding savings options for the Town's fund balances. Staff recommended that the "sweep" account be maintained with approximately \$500,000 and that the LGIP be maintained with approximately \$500,000, with more additional if there are pending capital improvement projects. The balance will be transferred to the VIP long term fund for a better rate of return. CD's will be moved over as well, once they mature, unless there are rates that surpass what is being achieved with the VIP.

The committee reviewed the draft budget numbers. They asked for additional detail on the garden club's expenditures and the Tazer costs.

The meeting adjourned at 7:05 p.m.

TOWN OF AMHERST
Agency Funding Request
FY20 (July 1, 2019 – June 30, 2020)

1. Name and mailing address of agency requesting funding:

Second Stage | Amherst, Inc.
194 Second Street
P, O. Box 342
Amherst VA 4521
434-941-0997
contact@secondstagemherst.org

2. Name, title, phone number and email of contact person:

Charlene (Suny) Monk, President, Board of Directors
H: 434-946-5656 or C: 434-941-4057
sunymonk@gmail.com

3. Amount of funding requested from the Town of Amherst during the upcoming fiscal year: \$3000

4. Describe below: in detail:

a. How this money will be spent, if granted:

With the assistance of the Town of Amherst, Centra Foundation and Bank of the James, Second Stage hosted two successful movie series in FY19; one, titled Movies on the Menu, was geared to food insecure students and families in Amherst and one, titled Women in Film, geared to college age students and adults. We would like to continue this momentum by working with film professionals (teachers, videographers, filmmakers) to involve local students in designing and promoting a film series that would especially appeal to middle and high school students. Choosing the films, marketing and publicity, film scheduling and screening will be part of the planning process. Each film, including rental and screening rights costs between \$150 and \$250. Additionally, there will be staff, promotion and advertising costs. Entrance costs will be minimal, probably \$5 per student. Refreshments will be available either for free or for sale depending on funding.

b. How these programs/services benefit the citizens of the Town of Amherst;

As citizens of Amherst we hear “there’s nothing to do in our town”. From its inception, Second Stage has sought to change that perception by offering a wide variety of programs that appeal to all interests, ages and pockets of the community. Second Stage also provides a venue for civic, family and business celebrations and events. Teens are no exception to the feeling that there’s nothing happening in their community. By offering the opportunity to plan and implement events geared specifically to teens, we hope to break the thinking of “nothing to do”. We hope by encouraging involvement and leadership in our young citizens we will plant the seed of interest in community involvement.

- c. **Describe which of the following categories this request addresses:**
Educational/Cultural

5. **List below the amounts being requested from other public agencies** (federal, state, regional, town and county) and non-governmental entities (United Way) for the upcoming fiscal year.
- a. Amherst County \$4500
 - b. Amherst Economic Development Authority \$5000
 - c. Virginia Commission for the Arts CCPG matching funds (if budgeted through the County and Town) \$7500
 - d. Virginia Commission for the Arts
 - i. Arts in Education grant \$3000
 - ii. Technical Assistance grant \$1000
 - e. Centra – proposed, not submitted until April 1 \$5000 / study and improvement of 2nd St. Farm Market to improve accessibility for food insecure citizens and increase vendor and customer numbers

6. **If the requesting agency has received funding (including in-kind contributions) during the current fiscal year from the Town of Amherst or any of the other entities listed in response to #5 above, show the amount and describe how these funds have been (or will be) spent:**

- a. Amherst County \$4500 – /general operating
- b. Amherst Economic Development Authority \$5000 / small business development and general operating
- c. Town of Amherst \$2500 / Movies on the Menu and Women in Film series
- d. Virginia Commission for the Arts CCPG match \$7000 / general operating
- e. Virginia Commission for the Arts \$1250 / Artist in Education grant
- f. Centra Foundation \$5000 / Movies on the Menu and Women in Film series
- g. Bank of the James \$1000 / Movies on the Menu
- h. Greater Lynchburg Community Foundation \$3850 / technology (computer, internet service throughout the building)

7. For the funding request to be considered, it must contain, as attachments, copies of the following items;

The current year operating budget of the requesting agency.

The most recent financial statement of the requesting agency.

A copy of the IRS determination letter for the agency's non-profit status.

I certify that the information contained in this request is, to the best of my knowledge, accurate and complete and that I have the necessary authority to file this request on behalf of the agency.

Signature of Authorized Official

Charlene W. (Sunny) Monk / Charlene W. Monk
January 24, 2019 / Charlene W. Monk

Note to attachment: Budget Overview: 2019 Short Year FY19P&L

Explanation of changes in the current year operating budget.

The Second Stage board of directors has approved changing its operating year from a calendar year to a fiscal year (July 1, 2019 – June 30, 2020). The attached budget reflects a six-month period, from January 1, 2019 to June 30, 2019. At that time we will approve a full year budget for July 1 2019 -June 30 2020.

This decision was made to better align our year with other governmental and non-profit agencies with whom we work.

Note that this budget is less than half of our current budget and shows a deficit of \$3803 which highlights the board's reasoning for change: more of our income is received after July 1 while our staff, operating and facility expenses stay fairly even throughout the first six months of the year. Our programming lessens in the winter, also resulting in less admissions and rental income.

We have funds in our bank accounts to cover the projected deficit.

Second Stage Amherst, Inc

BUDGET OVERVIEW: 2019 SHORT YEAR - FY19 P&L

January - June, 2019

	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	TOTAL
Income							
43400 Direct Public Support							\$0.00
43420 Local Government	0.00	7,000.00	0.00	0.00	0.00	0.00	\$7,000.00
43430 State Government	0.00	0.00	0.00	0.00	0.00	189.00	\$189.00
43450 Individual Contributions	250.00	250.00	250.00	250.00	250.00	250.00	\$1,500.00
43455 Business Contributions	0.00	0.00	0.00	0.00	0.00	1,000.00	\$1,000.00
Total 43400 Direct Public Support	250.00	7,250.00	250.00	250.00	250.00	1,439.00	\$9,689.00
47200 Program Income							\$0.00
47225 Concessions	0.00	75.00	75.00	0.00	75.00	0.00	\$225.00
47235 Studio Rent	1,112.00	1,112.00	1,112.00	1,112.00	1,112.00	1,112.00	\$6,672.00
47240 Outside Rentals	800.00	800.00	800.00	800.00	800.00	800.00	\$4,800.00
47245 Admissions	0.00	250.00	250.00	0.00	250.00	0.00	\$750.00
47250 Farmers Market							\$0.00
47251 Farm Market Sales %	0.00	0.00	0.00	0.00	25.00	100.00	\$125.00
47252 Booth Fees	0.00	0.00	0.00	500.00	162.00	163.00	\$825.00
Total 47250 Farmers Market	0.00	0.00	0.00	500.00	187.00	263.00	\$950.00
47260 Summer Stage	0.00	0.00	0.00	0.00	0.00	400.00	\$400.00
47265 Special Events	0.00	0.00	0.00	100.00	0.00	0.00	\$100.00
Total 47200 Program Income	1,912.00	2,237.00	2,237.00	2,512.00	2,424.00	2,575.00	\$13,897.00
Total Income	\$2,162.00	\$9,487.00	\$2,487.00	\$2,762.00	\$2,674.00	\$4,014.00	\$23,586.00
GROSS PROFIT	\$2,162.00	\$9,487.00	\$2,487.00	\$2,762.00	\$2,674.00	\$4,014.00	\$23,586.00
Expenses							
60900 Business Expenses							\$0.00
60920 Marketing Expense general	1.00	0.00	0.00	0.00	0.00	0.00	\$1.00
60925 Business Registration Fees	32.00	0.00	0.00	0.00	25.00	0.00	\$57.00
Total 60900 Business Expenses	33.00	0.00	0.00	0.00	25.00	0.00	\$58.00
62100 Contract Services							\$0.00
62110 Accounting Fees	200.00	1,000.00	0.00	75.00	0.00	0.00	\$1,275.00
62150 Outside Contract Services	1.00	0.00	0.00	0.00	0.00	0.00	\$1.00
Total 62100 Contract Services	201.00	1,000.00	0.00	75.00	0.00	0.00	\$1,276.00

	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	TOTAL
62200 Capital Improvements							\$0.00
62230 Materials	600.00	600.00	600.00	600.00	600.00	600.00	\$3,600.00
62250 Contract Services	200.00	200.00	200.00	200.00	200.00	200.00	\$1,200.00
Total 62200 Capital Improvements	800.00	800.00	800.00	800.00	800.00	800.00	\$4,800.00
62800 Facilities and Equipment							\$0.00
62850 Cleaning	0.00	0.00	100.00	0.00	100.00	0.00	\$200.00
62891 Utilities	600.00	880.00	700.00	425.00	600.00	250.00	\$3,455.00
Total 62800 Facilities and Equipment	600.00	880.00	800.00	425.00	700.00	250.00	\$3,655.00
63000 Program							\$0.00
63010 Talent	0.00	0.00	500.00	0.00	1,000.00	0.00	\$1,500.00
63020 Marketing	0.00	100.00	100.00	100.00	100.00	100.00	\$500.00
63025 Catering	0.00	100.00	200.00	0.00	200.00	0.00	\$500.00
63035 Program Expenses	1.00	65.00	65.00	0.00	19.00	0.00	\$150.00
63045 Summer Stage	0.00	0.00	0.00	0.00	400.00	0.00	\$400.00
Total 63000 Program	1.00	265.00	865.00	100.00	1,719.00	100.00	\$3,050.00
65000 Operations							\$0.00
65020 Postage, Mailing Service	10.00	10.00	10.00	10.00	10.00	10.00	\$60.00
65030 Printing and Copying	50.00	50.00	50.00	50.00	50.00	50.00	\$300.00
65040 Supplies	1.00	0.00	0.00	0.00	0.00	0.00	\$1.00
65050 Telephone, Telecommunications	122.29	122.29	122.29	122.29	122.29	123.55	\$735.00
65060 Bank Fees	0.00	5.00	5.00	5.00	5.00	5.00	\$25.00
Total 65000 Operations	183.29	187.29	187.29	187.29	187.29	188.55	\$1,121.00
65100 Other Types of Expenses							\$0.00
65120 Insurance - Liability, D and O	0.00	0.00	0.00	0.00	300.00	0.00	\$300.00
Total 65100 Other Types of Expenses	0.00	0.00	0.00	0.00	300.00	0.00	\$300.00
66000 Payroll Expenses							\$0.00
66010 Director	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	\$12,000.00
66025 Payroll taxes	425.00	0.00	0.00	425.00	0.00	0.00	\$850.00
Total 66000 Payroll Expenses	2,425.00	2,000.00	2,000.00	2,425.00	2,000.00	2,000.00	\$12,850.00
68300 Travel and Meetings	150.00	43.00	0.00	43.00	0.00	43.00	\$279.00
Total Expenses	\$4,383.29	\$5,175.29	\$4,652.29	\$4,055.29	\$5,731.29	\$3,381.55	\$27,389.00
NET OPERATING INCOME	\$ -2,231.29	\$4,311.71	\$ -2,165.29	\$ -1,293.29	\$ -3,057.29	\$632.45	\$ -3,803.00
NET INCOME	\$ -2,231.29	\$4,311.71	\$ -2,165.29	\$ -1,293.29	\$ -3,057.29	\$632.45	\$ -3,803.00

Second Stage Amherst, Inc

BUDGET VS. ACTUALS: FY_2018 - FY18 P&L

January - December 2018

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
43400 Direct Public Support	50.00		50.00	
43415 Foundation Grants	8,950.00	8,000.00	950.00	111.88 %
43420 Local Government	19,500.00	15,000.00	4,500.00	130.00 %
43430 State Government	1,776.00	4,500.00	-2,724.00	39.47 %
43450 Individual Contributions	4,109.14	7,500.00	-3,390.86	54.79 %
43455 Business Contributions	1,000.00	2,000.00	-1,000.00	50.00 %
Total 43400 Direct Public Support	35,385.14	37,000.00	-1,614.86	95.64 %
45000 Investments				
45030 Interest-Savings, Short-term CD	13.73		13.73	
Total 45000 Investments	13.73		13.73	
46400 Other Types of Income				
46430 Miscellaneous Revenue		500.00	-500.00	
Total 46400 Other Types of Income		500.00	-500.00	
47200 Program Income				
47220 Cash	400.00	100.00	300.00	400.00 %
47225 Concessions	676.50	700.00	-23.50	96.64 %
47235 Studio Rent	11,073.13	10,080.00	993.13	109.85 %
47240 Outside Rentals	5,278.75	2,500.00	2,778.75	211.15 %
47245 Admissions	1,917.92	2,500.00	-582.08	76.72 %
47250 Farmers Market				
47251 Farm Market Sales %	267.51	1,160.00	-892.49	23.06 %
47252 Booth Fees	1,857.50	2,898.00	-1,040.50	64.10 %
Total 47250 Farmers Market	2,125.01	4,058.00	-1,932.99	52.37 %
47260 Summer Stage	1,860.00	2,000.00	-140.00	93.00 %
47265 Special Events		3,300.00	-3,300.00	
Total 47200 Program Income	23,331.31	25,238.00	-1,906.69	92.45 %
Sales of Product Income	20.00		20.00	
Unapplied Cash Payment Income	146.33		146.33	
Total Income	\$58,896.51	\$62,738.00	\$ -3,841.49	93.88 %
GROSS PROFIT	\$58,896.51	\$62,738.00	\$ -3,841.49	93.88 %
Expenses				
60900 Business Expenses				
60920 Marketing Expense general	1,740.10	500.00	1,240.10	348.02 %
60925 Business Registration Fees	379.00	200.00	179.00	189.50 %
Total 60900 Business Expenses	2,119.10	700.00	1,419.10	302.73 %
62100 Contract Services				
62110 Accounting Fees	325.00	350.00	-25.00	92.86 %
62140 Legal Fees	50.00		50.00	
62150 Outside Contract Services	600.00	1,500.00	-900.00	40.00 %
Total 62100 Contract Services	975.00	1,850.00	-875.00	52.70 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
62200 Capital Improvements				
62230 Materials	2,156.41	8,000.00	-5,843.59	26.96 %
62250 Contract Services	3,090.00	3,600.00	-510.00	85.83 %
Total 62200 Capital Improvements	5,246.41	11,600.00	-6,353.59	45.23 %
62800 Facilities and Equipment				
62810 Depr and Amort - Allowable	1,420.50		1,420.50	
62840 Equip Rental and Maintenance	263.00		263.00	
62842 Equipment	297.89	500.00	-202.11	59.58 %
62850 Cleaning	431.47	1,200.00	-768.53	35.96 %
62860 Building Supplies	861.29	1,100.00	-238.71	78.30 %
62891 Utilities	5,917.07	6,000.00	-82.93	98.62 %
62895 Stage Equipment	372.83		372.83	
Total 62800 Facilities and Equipment	9,564.05	8,800.00	764.05	108.68 %
63000 Program				
63010 Talent	2,205.00	3,000.00	-795.00	73.50 %
63020 Marketing	3,266.00	3,000.00	266.00	108.87 %
63025 Catering	2,449.71	900.00	1,549.71	272.19 %
63035 Program Expenses	-108.76	1,000.00	-1,108.76	-10.88 %
63040 Special Events	8,044.74	3,000.00	5,044.74	268.16 %
63045 Summer Stage	2,419.82	1,800.00	619.82	134.43 %
63050 Farmers Market exp	1,320.74	250.00	1,070.74	528.30 %
Total 63000 Program	19,597.25	12,950.00	6,647.25	151.33 %
65000 Operations				
65010 Books, Subscriptions, Reference	375.13		375.13	
65020 Postage, Mailing Service	145.72	600.00	-454.28	24.29 %
65025 Miscellaneous	48.35	100.00	-51.65	48.35 %
65030 Printing and Copying	664.42	500.00	164.42	132.88 %
65040 Supplies	188.20	100.00	88.20	188.20 %
65050 Telephone, Telecommunications	1,614.47	1,200.00	414.47	134.54 %
65060 Bank Fees	22.14	50.00	-27.86	44.28 %
Total 65000 Operations	3,058.43	2,550.00	508.43	119.94 %
65100 Other Types of Expenses				
65120 Insurance - Liability, D and O	269.00	300.00	-31.00	89.67 %
Total 65100 Other Types of Expenses	269.00	300.00	-31.00	89.67 %
66000 Payroll Expenses				
66010 Director	14,607.46	19,500.00	-4,892.54	74.91 %
66025 Payroll taxes	4,588.06	3,500.00	1,088.06	131.09 %
Total 66000 Payroll Expenses	19,195.52	23,000.00	-3,804.48	83.46 %
68300 Travel and Meetings				
68310 Conference, Convention, Meeting	112.35		112.35	
Total 68300 Travel and Meetings	112.35		112.35	
Total Expenses	\$60,137.11	\$61,750.00	\$ -1,612.89	97.39 %
NET OPERATING INCOME	\$ -1,240.60	\$988.00	\$ -2,228.60	-125.57 %
NET INCOME	\$ -1,240.60	\$988.00	\$ -2,228.60	-125.57 %

Second Stage Amherst, Inc

BALANCE SHEET SUMMARY

As of December 17, 2018

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	5,554.67
Accounts Receivable	50.00
Other Current Assets	0.00
Total Current Assets	\$5,604.67
TOTAL ASSETS	\$5,604.67
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	5,604.67
TOTAL LIABILITIES AND EQUITY	\$5,604.67

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

JUL 25 2014

SECOND STAGE AMHERST INC
PO BOX 342
AMHERST, VA 24521

Employer Identification Number:

47-0964590

DLN:

204196192

Contact Person:

CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

May 22, 2014

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

SECOND STAGE AMHERST INC

Sincerely,

A handwritten signature in cursive script that reads "Tamera Riggenda". The signature is written in a dark ink and is positioned above the typed name and title.

Director, Exempt Organizations

Letter 5436

**Town of Amherst
Planning Commission Minutes
March 6, 2019**

A meeting of the Town of Amherst Planning Commission was called to order by Chairperson June Driskill in the Council Chambers of the Town Hall at 174 S. Main Street at 7:00 PM on March 6, 2019.

It was noted that one seat on the Planning Commission is vacant and that a quorum was present as indicated below:

P	June Driskill	P	William Jones
A	Kevin Belcher	P	Janice Wheaton
A	Ted Finney	P	Clifford Hart

Town Manager Sara Carter and Clerk of Council Vicki Hunt, in her capacity as Secretary to the Commission, were present.

The minutes from the December 5, 2018, Commission meeting were approved on a motion by Mr. Hart, seconded by Mr. Jones, and carried 4-0-2 according to the following:

June Driskill	Aye	Clifford Hart	Aye
Kevin Belcher	Absent	Janice Wheaton	Aye
Ted Finney	Absent	William Jones	Aye

Public Hearing – Special Use Permit 488 S. Main Street

The Chair opened a duly advertised public hearing at 7:01 PM on a special use permit requested by Jay and Crystal Harris, representatives of Front Street Garage, LLC, that would, if approved, allow Front Street Garage, LLC, to have an auto and tire center located in the old Brockman building at 488 S. Main Street (TM#95A56) zoned B-2.

Copies of the special use permit application, advertising notice and sign affidavit, and Table of Zoning Use were provided to the Commissioners.

An oral report was given by Town Manager Carter. Jay and Crystal Harris were present to answer questions.

Wanda Spradley came forward on behalf of Christian Aid Cemetery with a request that the fence between the adjoining properties be repaired.

There being no one else present who wished to speak on the matter, the public hearing was closed at 7:10 PM.

Mr. Jones made a motion that was seconded by Mr. Hart to ratify the setting of a public hearing on the application received from Front Street Garage, LLC, through its representatives Jay and Crystal Harris for a Special Use Permit for an auto and tire center at 488 S. Main Street (TM#95A56) zoned B-2. The motion carried 4-0-2 according to the following:

June Driskill	Aye	Clifford Hart	Aye
Kevin Belcher	Absent	Janice Wheaton	Aye
Ted Finney	Absent	William Jones	Aye

After discussion, Mr. Jones made a motion that was seconded by Mr. Hart to recommend that Town Council approve a Special Use Permit for Front Street Garage, LLC, through its representatives Jay and Crystal Harris for an auto and tire center at 488 S. Main Street (TM#95A56) zoned B-2, with conditions as recommended by staff. The motion carried 4-0-2 according to the following:

June Driskill	Aye	Clifford Hart	Aye
Kevin Belcher	Absent	Janice Wheaton	Aye
Ted Finney	Absent	William Jones	Aye

Public Hearing – FY19-20 Capital Improvement Program

Town Manager Carter gave an oral report on the development of the Town of Amherst FY19-20 Capital Improvement Program proposal, copies of which were distributed to the Commissioners.

Mr. Hart made a motion that was seconded by Mrs. Wheaton and carried 4-0-2 to ratify the setting of a public hearing on the proposed Town’s 2019 – 2020 Capital Improvement Program that identifies acquisition, construction and improvement of town facilities, and acquisition of capital equipment. The motion carried 4-0-2 according to the following:

June Driskill	Aye	Clifford Hart	Aye
Kevin Belcher	Absent	Janice Wheaton	Aye
Ted Finney	Absent	William Jones	Aye

The Chair opened a duly advertised public hearing at 8:13 P.M.

There being no one present who wished to speak on the matter, the public hearing was closed at 8:13 PM.

After discussion, Mr. Jones made a motion that was seconded by Mr. Hart to recommend that Town Council approve of the Town of Amherst FY19-20 Capital Improvement Program proposal, as recommended by staff, with the following changes:

- Additional Purchase of 4-wheeler in 2019-2020
- Deletion of Touch Water Meters

The motion carried 4-0-2 according to the following:

June Driskill	Aye	Clifford Hart	Aye
Kevin Belcher	Absent	Janice Wheaton	Aye
Ted Finney	Absent	William Jones	Aye

Public Hearing – Determination of Substantial Accord of 6.6 Acre Parcel In and 40+/- Acre Parcel Adjacent to Brockman Industrial Park

After noting that §15.2-2232 of the Code of Virginia indicates that no public utility facility, whether publicly or privately owned, shall be constructed, established or authorized, unless and until the general location or approximate location, character, and extent has been submitted to and approved by the commission as being substantially in accord with the adopted comprehensive plan or part thereof, and in connection with any such determination, the commission may, and at the direction of the governing body shall, hold a public hearing after notice, the Town Manager reported the Town has entered into a contract to lease a 6.6 acre parcel of land in Brockman Industrial Park and a 40+/- acre parcel of land adjacent to Brockman Industrial Park (TM#s96.58, #96.A13, and #96.A36) that would be suitable for biking trails.

Mr. Hart made a motion that was seconded by Mrs. Wheaton and carried 4-0-2 to ratify the setting of a public hearing on a determination on whether proposed biking trails on a 6.6 acre parcel of land in and a 40+/- acre parcel of land adjacent to Brockman Industrial Park (TM#s 96.58, 96.A13, and 96.A36), is substantially in accord with the adopted Town of Amherst Comprehensive Plan in accordance with §15.2-2232 of the Code of Virginia. The motion carried 4-0-2 according to the following:

June Driskill	Aye	Clifford Hart	Aye
Kevin Belcher	Absent	Janice Wheaton	Aye
Ted Finney	Absent	William Jones	Aye

The Chair opened a duly advertised public hearing at 8:27a.m

There being no one present who wished to speak on the matter, the public hearing was closed at 8:27 PM.

After discussion, Mr. Hart made a motion that was seconded by Mrs. Wheaton that the commission determines that the use of a 6.6 acre parcel of land in and a 40+/- acre parcel of land adjacent to Brockman Industrial Park (TM#s 96.58, 96.A13, and 96.A36) for biking trails is found to be substantially in accord with the adopted Town of Amherst Comprehensive Plan and recommends that the Town Council lease said property as recommended by staff. The motion carried 4-0-2 according to the following:

June Driskill	Aye	Clifford Hart	Aye
Kevin Belcher	Absent	Janice Wheaton	Aye
Ted Finney	Absent	William Jones	Aye

Code of Ethics

After discussion, a motion was made by Mrs. Wheaton that was seconded by Mr. Hart to adopt a Code of Ethics incorporating the same sections contained in the Amherst Town Council Code of Ethics adopted on January 11, 2017, and affirmed January 9, 2019, as recommended by Town Council and staff. The motion carried 4-0-2 according to the following:

June Driskill	Aye	Clifford Hart	Aye
Kevin Belcher	Absent	Janice Wheaton	Aye
Ted Finney	Absent	William Jones	Aye

A copy of the Town of Amherst Planning Commission Code of Ethics is attached to and made a part of these minutes.

By consensus, the Commissioners will add an item for public comment at the beginning and end of the Commission Meeting Agenda, as recommended by Town Council and staff.

There being no further business, on motion of Mr. Hart, seconded by Mrs. Wheaton, and carried 4-0-2 the meeting adjourned at 8:48 PM.

June Driskill, Chairperson

Attest: _____
Secretary

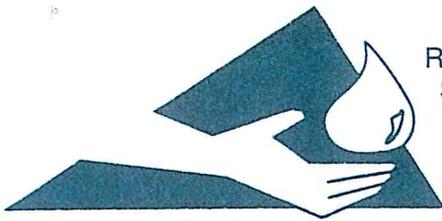
FOR APPROVAL

Town of Amherst Planning Commission

CODE OF ETHICS

Recognizing that public officials hold office as a public trust, and that their stewardship of such office requires a superior degree of ethical conduct on their part, any person serving on the Amherst Planning Commission agrees to adhere to the following Code of Ethics:

1. Uphold federal, state, and local laws, and never knowingly be a party to their evasion.
2. Respect and uphold the Constitution of the United States and the Constitution of Virginia and never act in a way that will restrict individual liberties. Planning Commissioners should operate from a belief that the Constitution is the road map for every decision that the Planning Commission makes.
3. Put loyalty to the Town as a whole above loyalty to individuals or particular groups.
4. Dedicate sincere effort and service to the position of trust for which stewardship has been granted, giving earnest action and best thought to the performance of duties in an ethical manner.
5. Seek to find and use the most equitable, efficient, effective, and economical means for accomplishing Town business.
6. Adopt policies and programs that support the rights and recognize the needs of all citizens regardless of race, sex, age, religion, creed, country of origin or disability.
7. Ensure the integrity of the actions of the Planning Commission by avoiding discrimination through the dispensing of special favors or unfair privileges to anyone, whether for remuneration or not. A member should never accept for himself or herself or for family members, favors or benefits under circumstances that might be construed by reasonable persons as influencing the performance of governmental duties.
8. Make no private promises of any kind which purport to bind performance of public duty.
9. Engage in no business with the Town government, either directly or indirectly, which is inconsistent with the conscientious performance of government duties, and ensure full compliance with the Conflict of Interest Act (Code of Virginia, Title 2.2, Chapter 31).
10. Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.
11. Adhere to the principle that the public's business should be conducted in the public view by observing and following the letter and spirit of the Freedom of Information Act, using closed meetings only as authorized by the Code of Virginia.
12. Avoid involvement, or the perception thereof, in matters that when completed, come before the Planning Commission for resolution or approval.
13. Seek to communicate fairly and equally with all other Town of Amherst Planning Commissioners outside of formal meetings; avoid excluding one or more Commissioners from information shared with others, while consistently maintaining adherence to the requirements of the Virginia Freedom of Information Act.
14. Never use a position of public trust to gain access to the public or the media for purposes of criticizing colleagues, staff, or citizens, impugning their integrity, or vilifying their personal beliefs.
15. Ensure, when responding to the media, that a clear distinction is made between personal opinion or belief and a decision made by the Planning Commission.
16. Pledge to honor and uphold these principles, ever conscious that public office is a public trust.



Robert E. Lee
Soil & Water Conservation District
7631-A Richmond Hwy.
Appomattox, Virginia 24522
(434) 352-2819 • Fax: (434) 352-9405

VIRGINIA SOIL & WATER

C O N S E R V A T I O N

AMHERST, APPOMATTOX, CAMPBELL COUNTIES, CITY OF LYNCHBURG

March 1, 2019

Dean Rodgers
Amherst County Administrator
PO Box 390
Amherst, VA 24521

✓ Sara Carter
Amherst Town Manager
PO Box 280
Amherst, VA 24521

Michael W. S. Lockaby
Amherst County Attorney
PO Box 390
Amherst, VA 24521

Re: Memorandum of Understanding between the Robert E. Lee Soil and Water Conservation District, Amherst County and the Town of Amherst

Dear Sirs and Madam:

At the February 28, 2019, Robert E. Lee Soil and Water Conservation District Board of Directors meeting the Directors voted to terminate the Memorandum of Understanding between the Robert E. Lee Soil and Water Conservation District, Amherst County and the Town of Amherst in accordance with the language contained in the MOU which states: "This Memorandum . . . may be terminated by any party by giving sixty (60) days notice in writing to the other parties."

This letter serves as notice that the aforementioned MOU will terminate on April 30, 2019.

Under the terms of the MOU the Town of Amherst contributed monetarily to the Amherst Watershed Coordinator and Conservation Education Specialist positions. After all outstanding expenses associated with these positions have been paid and cleared the District will return the unused balance to the Town of Amherst.

Going forward the District will continue to serve Amherst County as we have in the past through the delivery and implementation of programs offered through Grant Agreements between the Virginia Department of Conservation and Recreation and the Robert E. Lee Soil and Water Conservation District.

Sincerely,



Barry Lobb

Chairman of the Board

Robert E. Lee Soil and

Water Conservation District

**TOWN OF AMHERST
APPLICATION FOR APPOINTMENT TO STANDING BOARDS, COMMISSIONS,
AND AUTHORITIES**

The following biographical information has been requested by the Amherst Town Council on each nominee for Council appointment. When completed, please return to: Town of Amherst, Attn: Clerk of the Council, P.O. Box 280, 186 South Main Street, Amherst, VA 24521.

Authority, Board, or Commission (check all you wish to apply for):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Planning Commission | <input type="checkbox"/> Property Maintenance Investigation Board |
| <input type="checkbox"/> Board of Zoning Appeals | <input type="checkbox"/> Town/Sweet Briar Sewer Use Advisory Commission |
| <input type="checkbox"/> Industrial Development Authority | |

Full Legal Name: ANNE WEBSTER DAY

Mailing Address: P.O. Box 433 AmHERST, VA 24521

Home Address: 140 GARLAND AVE

E-mail Address: adgarrison1@yahoo.com

Phone No: Office _____ Work: _____

Length of time at present address: 66 yrs.

Are you over the age of 18? Quite a bit

Employer Name: _____ Address: _____

Current employment position: Retired

List specific information which might qualify you for this appointment: _____

I have good listening skills and consider myself fair and open-minded. I have good communication skills

Why are you interested in serving as a member of this authority, board or commission?:

I view this as a learning opportunity, and one to serve my town.

Anne Webster Day
Signature of Applicant

Feb 25 2019
Date



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-191530-43528.906AB

Issued: 03/04/2019

Quote Expiration: 04/30/2019

Account Number: 213688

Start Date: 01/23/2018
 Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SHIP TO

Gregory Harler
 Amherst Police Dept. - VA
 174 South Main St.
 AMHERST, VA 24521
 US

BILL TO

Amherst Police Dept. - VA
 P.O. BOX #280
 AMHERST, VA 24521
 US

SALES REPRESENTATIVE

Ashley Bittl
 Phone: 480-515-6309
 Email: abittl@taser.com
 Fax: (888) 855-5281

PRIMARY CONTACT

Gregory Harler
 Phone: (434) 946-7885
 Email: greg.harler@amherstva.gov

TASER 60 Basic - X26P (8)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	8	291.00	291.00	2,328.00
Hardware					
11002	HANDLE, BLACK, CLASS III, X26P	8	0.00	0.00	0.00
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	7	0.00	0.00	0.00
11504	HOLSTER, BLACKHAWK, LEFT, X26P	1	0.00	0.00	0.00
22010	PPM, BATTERY PACK, STANDARD, X2/X26P	8	0.00	0.00	0.00
44200	Cartridge - 21'	16	0.00	0.00	0.00
44200	Cartridge - 21'	18	29.00	29.00	522.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1	200.00	200.00	200.00
Subtotal					3,050.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					3,050.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	8	291.00	291.00	2,328.00
Subtotal					2,328.00
Estimated Tax					0.00
Total					2,328.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	8	291.00	291.00	2,328.00
				Subtotal	2,328.00
				Estimated Tax	0.00
				Total	2,328.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	8	291.00	291.00	2,328.00
				Subtotal	2,328.00
				Estimated Tax	0.00
				Total	2,328.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	8	291.00	291.00	2,328.00
				Subtotal	2,328.00
				Estimated Tax	0.00
				Total	2,328.00

Grand Total	12,362.00
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Summary of Payments

Payment	Amount (USD)
TASER 60 Basic - X26P (8)	3,050.00
Year 2	2,328.00
Year 3	2,328.00
Year 4	2,328.00
Year 5	2,328.00
Grand Total	12,362.00

TASER60 Terms and Conditions: This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <https://www.axon.com/legal/sales-terms-and-conditions>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Ashley Bittl at abittl@taser.com or fax to (888) 855-5281

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-191530-43528.906AB

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March 4, 2019

Ms. Sara Carter
Town Manager
Town of Amherst
174 South Main Street
Amherst, VA 24521

Re: Water Treatment Plant Improvements – Engineering Fee Proposal for Design Phase Services

Dear Ms. Carter:

We are pleased to provide this engineering fee proposal for design phase services for both Priority One and Two Water Treatment Plant Improvements as described in the Preliminary Engineering Report Addendum No. 1 dated January 18, 2019. Project elements include improvements to the following facilities:

Priority One Improvements

- Raw Water Pump Station and Intake
- Filter Upgrade
- Finished Water Pumping Upgrade
- New Chemical Feed with Caustic Soda
- Laboratory Improvements
- Electrical Upgrade at the Water Treatment Plant

Priority Two Improvements

- SCADA upgrade at the Water Treatment Plant, Raw Water Pump Station, and Waughs Ferry Road
- Sludge Pump Station Upgrade
- Water Plant Building Upfit
- Waughs Ferry Road Generator Facility

P.O. Box 4119 ■ Lynchburg, VA 24502
Telephone (434) 316-6080 ■ Fax (434) 316-6081

Lynchburg ■ Charlottesville

The estimated construction cost for these upgraded facilities are as follows:

<u>Project</u>	<u>Estimated Construction Cost</u>
Priority One Improvements	\$ 3,200,000
Priority Two Improvements	<u>\$ 665,000</u>
Total	\$ 3,864,000

We propose to provide the engineering services listed above in accordance with the following fee schedule:

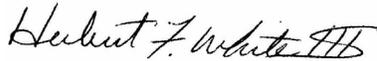
<u>Project</u>	<u>Lump Sum Design Fee</u>
Priority One Improvements	\$ 288,000
Priority Two Improvements	<u>\$ 59,850</u>
Total Design Fee	\$ 347,850

Invoicing for these services will be monthly based on our estimate of percent completion. Payment will be within 30 calendar days from the time the bill is issued by WW Associates. We propose to provide a subsequent proposal for Construction Assistance and Inspection services following the completion of design phase services.

We appreciate the opportunity to be of continued service to the Town of Amherst and trust this proposal meets with your approval. Should you have any questions, please feel free to call. A purchase order will be considered our Notice to Proceed.

Sincerely,

WW Associates



Herbert F. White, III, P.E.
President

A RESOLUTION AUTHORIZING PARTICIPATION IN THE VACO/VML VIRGINIA INVESTMENT POOL FOR THE PURPOSE OF INVESTING FUNDS BELONGING TO THE TOWN OF AMHERST IN CERTAIN AUTHORIZED INVESTMENTS IN ACCORDANCE WITH SECTIONS 2.2-4501 *et seq.* AND 15.2-1300 OF THE VIRGINIA CODE.

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

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

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

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

WHEREAS, it appearing to the governing body of the TOWN OF AMHERST that it is in the best interests of the TOWN OF AMHERST to become a Participating Political Subdivision in the Trust Fund; and

WHEREAS, the individual holding the title of Treasurer , is chief investment officer of the TOWN OF AMHERST, and has the authority and responsibility under Virginia law to determine the manner in which funds under his (her) control will be invested;

**NOW, THEREFORE THE TOWN COUNCIL OF THE TOWN OF AMHERST
HEREBY RESOLVES:**

§ 1 That, pursuant to Sections 2.2-4501 *et seq.* and 15.2-1300 of the Virginia Code, the [Name of Entity] hereby establishes a trust for the purpose of investing funds, other than sinking funds, determined to derive the most benefit from this investment strategy, in investments authorized under the Investment of Public Funds Act, jointly with other participating political subdivisions and public bodies in the Trust Fund.

§ 2 That the TOWN OF AMHERST hereby agrees to become a “Participating Political Subdivision” in the Trust Fund as further defined in the Agreement.

§ 3 That the TOWN OF AMHERST hereby designates the TREASURER to serve as its trustee with respect to the Trust Fund and determine what funds shall be invested in the Trust Fund.

§ 4 That the TOWN OF AMHERST hereby authorizes its above-designated trustee to execute and deliver the Trust Joinder Agreement for Participating Political Subdivisions under the Virginia Investment Pool Trust Fund (“Trust Joinder Agreement”), a copy of which is attached.

§ 5 This resolution shall be in force and effect upon its adoption.

Adopted _____, 2019.

Attested: _____