

# MADISON COUNTY BOARD OF SUPERVISORS MEETING

Date: 6:00PM — Tuesday, January 24<sup>th</sup>, 2022

Location: Admin. Building Auditorium, 414 N. Main Street

## MEETING #04 — January 24th

At a regular meeting of the Board of Supervisors on Tuesday, January 24<sup>th</sup> at 6:00PM in the Admin. Building Auditorium:

PRESENT: R. Clay Jackson, Chair  
Carty Yowell, Vice-Chair  
Charlotte Hoffman, Member  
Dustin Dawson, Member  
James Jewett, Member  
Jonathon Weakley, County Administrator  
Sean Gregg, County Attorney  
Alan Berry, Deputy Clerk

ABSENT:

### CALL TO ORDER, PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

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Chairman Jackson called the Board to order.

### DETERMINE PRESENCE OF A QUORUM/ADOPTION OF AGENDA

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Supervisor Hoffman made a motion to approve the agenda as presented, seconded by Supervisor Dawson. *Aye: Jackson, Yowell, Hoffman, Dawson, Jewett. Nay: (0).*

### PUBLIC COMMENT

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**Chuck Jackson:** Advised the Board of Senate Bill 1237 that will recently come up before the Judiciary Committee; if passed, online media will be able to legally accept public notices from Counties.

### CONSENT AGENDA

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1. Approve: Minutes from 01-03-23
2. Approve: Minutes from 01-04-23

Supervisor Yowell made a motion to approve the consent agenda as presented, seconded by Supervisor Hoffman. *Aye: Jackson, Yowell, Hoffman, Dawson, Jewett. Nay: (0).*

### PUBLIC HEARING

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3. Consideration of Adopting an Ordinance for the Sale of Criglersville School  
The County Administrator advised the Board of the draft ordinance up for consideration.

The County Attorney advised of presentations by both the proposed purchaser and those against the proposed purchase.

**Felix Schapiro**: Stated his belief in the development potential of Criglersville Elementary; advised that his plan would depend a lot on what the people of Madison would like to do and that he would try to be a good community partner. Stated that he thought the amendments proposed tonight provide real value to the County. Stated that they would renovate the school by-right with regards to FEMA flood regulation and County ordinances with or without the historic designation. Advised that a Hunt Club is being looked at for a by-right opportunity. Also advised that he is ready to move forward with the building as a single family home as well.

**Ashley Kyle**: Stated that they were looking at by-right options for the property and that her client was looking to the community for ideas including the hunt club, farmer's market, agriculture, and a single family house. Advised that she and her client believed the contract amendments would benefit the County in the following ways: the County would retain a perpetual easement over the museum portion of the property and the option, rather than the obligation, to repurchase the property from her client if a certificate of occupancy is not obtained within four years. Also advised that her client must begin renovation of the school within a certain time frame as spelled out in the amended contract. Also advised that they believe the current contract is valid and are prepared to enforce the terms of the original contract if the amendments are not adopted. In response to the January 17<sup>th</sup> letter from the Robinson Rose Community Alliance, Ms. Kyle advised that one individual did not give his consent to have his name added to the letter. Also advised that the FEMA floodplain rules would be a challenge, but not a barrier to the redevelopment by her client. Stated that a historic designation would not be required for the redevelopment. Also advised that placing a new flooring system above the FEMA plan would remove them from the FEMA substantial improvement rule.

Chairman Jackson opened the floor to public comment regarding the current case.

**Reynold Auckenthaler**: Stated that the rehabilitation clause and restrictive covenants have been substantially changed from the original contract; stated that the amended contract does not require him to get a certificate of occupancy on the existing primary structure and would enable him to tear down the school. Said he would likely not be successful in getting FEMA to redraw the maps and acquire a historical district. Stated that he did not think Mr. Schapiro had a good rebuild or restore option with the school.

**Rene Balfour**: Expressed concern that the contract is not clear about what exactly is going to be done. Said that a winery would have many problems at the site. Said the foundation of the school was compromised and that she was concerned about the suggestion of "raising the floor". Stated that there had been no group meeting with Mr. Schapiro to discuss what to do with the property. Stated that she believed Quinton Robbins was likely the one who did not give his consent to be named in the letter. Stated that she did not support a contract that did not have an extensive plan on what's to be done.

**Judy Auckenthaler**: Said Mr. Schapiro had never had a meeting with anyone in the community and never talked to anybody about the historic designation. Stated that, in the first meeting that was held at the Smoots' house, the idea was to save the school and that Mr. Schapiro's plan changed into having an event venue. Said the plan proposed by the Criglersville Community was viable and would just need some support to work. Stated that the camaraderie between Mr. Schapiro and the County Planner was suspect and that she questioned whether there had been fair and ethical treatment of all parties involved.

**Scott Eliff**: Advised that the land at Criglersville would not be viable for a winery.

**Henry Quinn**: Stated that he had never spoken to Mr. Schapiro. Said that many people used the school as a public space and that many things were currently going on there. Supported the idea of using the area as a park. Stated that Mr. Schapiro did not seem to know what to do with the property.

**Laura Smoot**: Said that there is very little development that can be done without the help of the community. Stated that she had researched the previous offers made for the school which were all refused. Advised that there were people who used the school property every day. Suggested the RFP route for figuring out what to do with the school.

**Luisa Berr**: Stated that the school is essential for the Criglersville community and that it would be against the people of Criglersville if the Board went ahead with the contract.

**Samantha Guerry**: Stated that Mr. Schapiro's friend had been removed from the January 17<sup>th</sup> letter. Said that the benefits to the County from the proposal were not clear and that anything put there would require community support.

**Bill Guerry**: Advised that he believed that the previous contract had expired and that Mr. Schapiro's attorney's threat was contrary to Virginia law.

**Robin Hoehn**: Said the original contract referenced the public benefit to Madison County; stated that the proposal from the community was more of a public benefit. Said no commercial lender will give money to a development in a floodplain.

**Reynold Auckenthaler**: Stated that the key issue was that the demolition could be potentially dangerous for other residents and requested oversight of the process if the Board went with the proposal.

**Rene Balfour**: Stated that it was very clear what the community wants and that his investment was for trying to move the process forward and made of his own volition. Asked Mr. Schapiro to cut his losses and leave the decision to community.

**Gary Misch**: Said the threat of legal action was likely overblown. Stated that the property was essentially a park to the northern Madison community and that he would not like to see the property sold for commercial use.

**Bonnie Dixon**: Said that her concern was that the whole process would be detrimental to the community, but that, in a way, the spirit against the proposal has brought the community together.

**Felix Schapiro**: Stated that he had sat down with members of the Criglersville community and called many people to talk extensively on the proposal. Stated that the structural problems would not prevent them from putting in a new floor. Said that Quinton Robbins was his friend and sat on a committee with him. Stated that legislation is moving through Virginia's government regarding winery development and the building could be used as a winery rather than a vineyard the under proposed rules.

**Ashley Kyle**: Stated that her client is not trying to circumvent anything and would be working within the parameters of A1 zoning. Stated that the amended contract required Mr. Schapiro to begin rehabilitation and would be enforceable against him if he did not begin the process. Advised that they believed the original contract was still valid.

**Bill Guerry**: Asked the Board if counsel for Mr. Schapiro was directly working with non-lawyers and circumventing the County Attorney.

The County Attorney responded that the contract was reviewed by the County, certain members of the Board, and by himself.

**Samantha Guerry**: Stated that the contract did expire and that the threat of a lawsuit was the only reason they were there. Stated her belief that Mr. Schapiro still wanted an event venue site and that his expertise on development was lacking.

**Judy Auckenthaler**: Said that Mr. Schapiro had little life experience and did not like being told no. Said that she resented his suggestion that she had been on board before changing her mind later.

**John & Angela Quinn**: Said they were against the contract and did not appreciate the threat from Felix's lawyer to the Board.

With no further public comment being brought forth, the public comment opportunity was closed.

- *Supervisor Yowell: Said that the Board would not consider any proposal until the consideration for Mr. Schapiro's proposal was complete. Asked what "support" meant with regards to the Robinson Rose Community Alliance. Defended the County Planner and said that the contract was not the place to put the plan (where the proffers would be). Said that his concern was that, in the County's Code, every use requires 3 acres and*

*Criglersville would only be able to support 1 use per County Code. Stated that the County did not close on the date in the previous contract and is approaching the current proposal as a new contract. Said that the County has sought a purchaser for several years and the proposed sale creates some potential uses. Said he was concerned about the constraints Mr. Schapiro would face and that the uses available under County Code would limit his ability to be successful.*

- *Supervisor Hoffman: Said that she did not appreciate the questioning of Mr. Schapiro's or the Boards ethics; said that he did not need to give a full plan as he would be constrained by the zoning. Stated that there had been no viable offers for the property; the previous offers were turned down by a previous Board, not the current one. Said that the County cannot support another community center in Criglersville. Said that schools in surrounding counties had been renovated and turned into viable commercial ventures and that she supported giving Mr. Schapiro his chance.*
- *Supervisor Jewett: Commended Mr. Schapiro for putting forth a proposal to do something for Criglersville. Stated that his chances for success had been damaged by the restrictions placed on his original proposal. Advised that he had concerns about the plan being changed somewhat frequently. Also advised that he had concerns about losing control of the building that hosts the museum and voting precinct. Said that there may be a purpose for EMS in the building. Said the Board needed to sit down and figure out what they wanted to do with the property which may involve getting RFPs.*

Supervisor Jewett made a motion to not sell the property to Mr. Schapiro and withdraw the property from the market pending review, seconded by Supervisor Yowell.

- *Chairman Jackson: Said that the other offers had no plan. Said the Rose River plan had some good ideas, but would not hold up to same standards as Mr. Schapiro had been held to. Criticized the personal attacks that had been made on Mr. Schapiro. Said the public never has anything to say about any business that looks to come into Madison. Said he was concerned about the viability of the project and the uses permitted under the current zoning.*

***Aye: Jackson, Yowell, Dawson, Jewett. Nay: Hoffman.***

## **OLD BUSINESS**

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## **NEW BUSINESS**

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## **DISCUSSION**

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## **INFORMATION/CORRESPONDENCE**

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4. FY23 VATI Grant Update

The County Administrator advised the Board that the governor's office may make the announcements on the grant in February.

5. Firefly Fiber Hut Update

The County Administrator advised the Board that staff has vetted the location for the fiber hut with Firefly and are looking at a lease agreement.

6. VDOT Update

The County Administrator advised of some recent adjustments that had been made to Fishback Road and Route 29. Also advised that VDOT will be present next month for their quarterly update and that the Pratts roundabout made the scoring round in the SmartScale program.

7. February 1, 2023 Joint PC Meeting

The County Administrator advised the Board that there are currently no cases on the docket for the joint meeting.

Supervisor Yowell made a motion to cancel the February 1<sup>st</sup> meeting with the Planning Commission, seconded by Supervisor Dawson.

*Aye: Jackson, Yowell, Hoffman, Dawson, Jewett. Nay: (0).*

## **PUBLIC COMMENT**

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Chairman Jackson opened the floor to public comment.

**Kevin McHaney:** Commented that there was an elderly tax deferment program in the County and advised that all of the surrounding counties had a tax relief program to patch some of the issues with the current program. Said that he would like to see this on the agenda for the Board next month.

## **CLOSED SESSION**

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Supervisor Yowell made a motion to convene in closed session pursuant to Virginia Code Sections:

- 2.2-3711(A)(1) for personnel
- 2.2-3711(A)(7) for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation;
- 2.2-3711(A)(29) for discussion of the award of a public contract

Seconded by Supervisor Dawson. *Aye: Jackson, Yowell, Hoffman, Dawson, Jewett. Nay: (0).*

Supervisor Yowell made a motion to re-convene in open session, seconded by Supervisor Hoffman. *Aye: Jackson, Yowell, Hoffman, Dawson, Jewett. Nay: (0).*

Supervisor Yowell made a motion to certify by roll-call vote that only matters lawfully exempted from open meeting requirements pursuant to Virginia Code Sections 2.2-3711(A)(1), 2.2-3711(A)(7), and 2.2-3711(A)(29) and that were identified in the motion to convene in closed

session were heard, discussed, or considered in the closed meeting, seconded by Supervisor Hoffman. *Aye: Jackson, Yowell, Hoffman, Dawson, Jewett. Nay: (0).*

**As a result of the Closed Session:**

Supervisor Yowell made a motion to ratify the lease contract for the northern radio tower site and authorize the Chairman to sign, seconded by Supervisor Dawson. *Aye: Jackson, Yowell, Hoffman, Dawson, Jewett. Nay: (0).*

Supervisor Yowell made a motion to authorize Jonathon to terminate the previous contracts, seconded by Supervisor Dawson. *Aye: Jackson, Yowell, Hoffman, Dawson, Jewett. Nay: (0).*

**ADJOURN**

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With there being no further business to conduct, Supervisor Yowell made a motion to adjourn, seconded by Supervisor Dawson. *Aye: Jackson, Yowell, Hoffman, Dawson, Jewett. Nay: (0).*