At a regular meeting of the Southampton County Board of Supervisors held in the Board Room of the Southampton County Office Center, 26022 Administration Center Drive, Courtland, Virginia on December 19, 2011 at 8:30 AM.

SUPERVISORS PRESENT
Dallas O. Jones, Chairman (Drewryville)
Walter L. Young, Jr., Vice-Chairman (Franklin)
Walter D. Brown, III (Newsoms)
Carl J. Faison (Boykins-Branchville)
Anita T. Felts (Jerusalem)
Ronald M. West (Berlin-Ivor)
Moses Wyche (Capron)

SUPERVISORS ABSENT
None

OTHERS PRESENT
Michael W. Johnson, County Administrator (Clerk)
Jon Mendenhall, Assistant County Administrator
Julien W. Johnson, Jr. Public Utilities Director
Lynette C. Lowe, Finance Director
Beth Lewis, Director of Community Development
Sandi Plyler, Information Technology Manager
Cynthia J. Edwards, Administrative Secretary

OTHERS ABSENT
None

Chairman Jones called the meeting to order. After the *Pledge of Allegiance*, Supervisor Faison gave the invocation.

Chairman Jones stated that this meeting would be a little different as today was the last day for the majority of the Board

Chairman Jones sought approval of the minutes for the Regular Session of November 28, 2011.

Supervisor Brown stated the following corrections: Page 554 – second paragraph from bottom of page should read Statesville Road instead of Sandy Ridge Road. Page 563 – third paragraph from bottom or page should read indigenous, Native American People; fourth line from bottom should read great mission and vision for economic development.

The minutes were approved with these corrections.

Mr. Michael Johnson stated that Supervisor Wythe would be a little late today as he was on his honeymoon.

Chairman Jones stated the next item on the agenda was highway matters.

Mr. Michael Johnson stated that he didn't have any items. He asked if anyone had concerns for him to communicate with the VDOT staff.

Supervisor Young stated he had the same issue being the ditches need to be cleaned out.

Supervisor Brown stated that they had started cleaning out the ditches on Highway 671.

Supervisor Faison stated that he would like to thank VDOT for their quick response to an issue on Garris Mill Road and the tree that fell on Cross Keys Road. He would also like to that the

Sheriff's Department as they also responded promptly to these issues.

Supervisor West questioned the railroad bridge on 635, and what Norfolk Southern was doing to resolve the situation.

Supervisor Felts thanked VDOT for handling all the complaints during the past eight years. She thanked Mr. Kee for getting the fire department signs up on Johnson's Mill road in Sedley.

Supervisor Brown questioned the fact that the trees in the county that had been marked for cutting still hadn't been cut.

Mr. Michael Johnson stated that they would be cut; but there was no time line for getting them cut.

Chairman Jones stated the next item was number three being reports. The reports are Financial Report, Sheriff's Office Report, Communication Center Activities, EMS and Fire Department Activities, Traffic Tickets, Civil Papers, Animal Control, Litter Control, Building Permits. Also New Housing Starts, Treasurer's Office Report.

Treasurer, David Britt, gave a brief report. He stated that as of December 15, 2011 87.62% of the taxes was collected. As of December 15, 2010 87.1% was collected. As of December 15, 2009 87.9% was collected. As of December 2010 there was one million outstanding. Of that amount $628,000 has been collected since last May.

Chairman Jones stated the next report was Solid Waste Quantities.

Supervisor Brown stated that the dumpster sites had saved 3.5 million dollars for taxpayers and the savings was steadily going up.

Chairman Jones stated the next report was Personnel.

Mr. Michael Johnson stated that Jonathan Whitley had resigned effective December 6, 2011. Mr. Bruce W. Turner through the compensation board adjustment had a salary of $30,863.00 effective December 1, 2011.

Chairman Jones called for item number 4 being financial matters.

Mr. Michael Johnson stated that attached in the agenda please find the semiannual appropriation resolution for the second half of FY 2012, with total appropriations of $25,201,016. A motion is required to adopt the semiannual appropriation resolution.

Supervisor Young made a motion to adopt the semiannual appropriation resolution.

Supervisor Brown seconded the motion with it be carried unanimously.

Mr. Michael Johnson stated attached in your agenda please find spreadsheets itemizing the accounts payable for Southampton County. This list has been pre-audited by county staff to determine the legality of each expenditure. Specifically, we have checked to assure that funds have been appropriated and are available to cover the expenditure. Each claim has been checked to assure that the obligation has been incurred or that the goods and/or services have been received. A motion is required to authorize payment of the monthly bills.

Supervisor Young moved, seconded by Supervisor Felts, that the bills in the amount of $1,489,154.57 be paid with check numbers 123704 through 124059. All were in favor.

Chairman Jones stated that the next item of business was appointments.

Mr. Michael Johnson stated that 58.1-3370, et seq. Code of Virginia, requires the Circuit Court of

Southampton County to appoint a Board of Equalization, composed of not less than three nor more than five county residents, to hear and give consideration to assessment complaints and to adjust or equalize assessments so that the burden of taxation rests equally on county citizens. By statute, thirty percent (30%) of the members of the board shall be commercial or residential real estate appraisers, other real estate professionals, builders, developers, or legal or financial professionals. Members of the current Board of Assessors are not eligible for appointment to the Board of Equalization.

The compensation is the same as that for the Board of Assessors ($60 per diem). The ordinance adopted last month provides that the Board of Equalization shall complete its work by March 30, 2012. Accordingly, it is necessary to have the members recommended for appointment at Monday's meeting if at all possible. Since the Board is limited by statute to 5 members, you've typically recommended 2 alternate members so that each District is represented.

A motion is required to adopt the attached resolution, seeking appointment of the Board of Equalization by the Circuit Court.

A RESOLUTION SEEKING APPOINTMENT OF
THE BOARD OF EQUALIZATION

WHEREAS, pursuant to **§ 58.1-3252**, *Code of Virginia*, Southampton County performed a general reassessment of all real property within the county effective for the 2012 tax year, having not done so for a period of six years; and

WHEREAS, pursuant to **§ 58.1-3275 (i)**, *Code of Virginia*, the Southampton County Board of Supervisors appointed a local Board of Assessors and contracted with Wingate Appraisal Service, a certified professional assessor, to assist them in the work; and

WHEREAS, pursuant to **§ 58.1-3330**, et seq., *Code of Virginia*, Southampton County provided direct mail notification of the change in assessed values to all real property owners as shown by the land book of Southampton County and further advised each such owner of certain dates to meet with the Board of Assessors and Wingate Appraisal Service to present objections; and

WHEREAS, **§ 58.1-3350**, *Code of Virginia*, provides that aggrieved citizens may apply for relief from such assessment to the Southampton County Board of Equalization or directly to the Circuit Court of Southampton County, and

WHEREAS, **§ 58.1-3370**, et seq. *Code of Virginia*, requires the Circuit Court of Southampton County to appoint such Board of Equalization, composed of not less than three nor more than five resident members whose terms shall expire January 1, 2013.

WHEREAS, by an ordinance duly adopted pursuant to **§ 58.1-3378**, *Code of Virginia*, the Board of Supervisors established February 15, 2012 as the deadline for receipt of applications to the Board of Equalization and March 30, 2012 as the deadline for disposition of such applications by the Board of Equalization.

NOW, THEREFORE, BE IT RESOLVED by the Southampton County Board of Supervisors that the following persons are respectfully recommended to the Circuit Court of Southampton County for appointment to the Board of Equalization:

(1) _____, Franklin District
(2) _____, Newsoms District
(3) _____, Berlin-Ivor District
(4) _____, Drewryville District
(5) _____, Boykins District
(6) _____, Jerusalem District
(7) _____, Capron District

AND BE IT FURTHER RESOLVED that compensation for such members shall be paid out of the county treasury at the rate of sixty dollars ($60.00) per diem.

Chairman Jones asked for the Board to give the names of the people they supported for the Board of Equalization.

Supervisor Young named Mrs. Candace H. Saunders.
Supervisor Faison named Mr. Richard C. Grizzard.
Supervisor Felts named Mr. James H. Lee, IV.
Supervisor Brown stated that the person he had in mind wasn't interested in serving.
Chairman Jones named Mr. Allard A. Allston, III who is an attorney.
Supervisor West named Mr. William L. Randall.

There were no names given for the Capron and Newsoms districts.

Supervisor Young made a motion to adopt these names to give to the Circuit Court for appointment for the Board of Equalization.

Supervisor Felts seconded the motion with it carrying unanimously.

Chairman Jones called for item number 6 which was resolutions of appreciation.

Mr. Michael Johnson stated that we have five resolutions of appreciation – one for Mrs. Leona Davis who is retiring effective December 31 and one each for Supervisor(s) Young, Felts, Wyche and Brown.

Chairman Jones presented a framed copy of the resolution to each of these as Mr. Michael Johnson read the resolutions of appreciation.

RESOLUTION OF APPRECIATION
TO
LEONA W. DAVIS

WHEREAS, Leona W. Davis began work with Southampton County as a part-time employee in the Voter Registrar's Office on August 22, 1985; and

WHEREAS, she was appointed Voter Registrar by the Southampton County Electoral Board on September 19, 1994 after which she faithfully served the people of Southampton County for seventeen years, three months and twelve days until her retirement on December 31, 2011; and

WHEREAS, she has provided exceptional service in registering voters, updating voter records, training polling place workers, and attending to countless details in administering federal, state and local elections during her tenure; and

WHEREAS, Leona W. Davis has maintained a strong working knowledge of election laws in Virginia and faithfully responded to inquiries from candidates for election, election officials and registered voters; and

WHEREAS, her sound judgment and warm personal demeanor have facilitated her public accomplishments and have earned for her the respect and admiration of her peers.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Southampton County, Virginia that Leona W. Davis is recognized and commended for her devoted service to the citizens of Southampton County and is presented this Resolution as a token of the high esteem in which she is held; and

BE IT FURTHER RESOLVED that the Southampton County Board of Supervisors extends to Leona W. Davis its best wishes for her future endeavors and orders that a copy of this Resolution be spread upon the minutes of this Board meeting this nineteenth day of December 2011.

Adopted this 19th day of December 2011.

BOARD OF SUPERVISORS

Dallas O. Jones, Chairman

A copy teste:

Michael W. Johnson, Clerk

RESOLUTION OF APPRECIATION
TO
WALTER L. YOUNG, JR.

WHEREAS, Walter L. Young, Jr. served the people of Southampton County with honor and dignity as a member of the Board of Supervisors for sixteen years, beginning January 1, 1996 and ending on December 31, 2011; and

WHEREAS, Walter L. Young, Jr. served two terms as Vice-Chairman of the Board of Supervisors beginning in January 2004 and ending in December 2011; and

WHEREAS, his immeasurable contributions and long-standing dedication have resulted in conspicuous and significant progress, the fruits of which will be enjoyed by the citizens of Southampton County for many years to come; and

WHEREAS, Walter L. Young, Jr. has devoted countless hours of personal time and energy in listening, understanding and representing the needs of his constituency; and

WHEREAS, his sound judgment and warm personal demeanor have facilitated his public accomplishments and have earned for him the respect and admiration of his peers.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Southampton County, Virginia that Walter L. Young, Jr. is recognized and commended for his devoted service to the citizens of Southampton County and is presented this Resolution as a token of the high esteem in which he is held; and

BE IT FURTHER RESOLVED that the Southampton County Board of Supervisors extends to Walter L. Young, Jr. its best wishes for his future endeavors and orders that a copy of this Resolution be spread upon the minutes of this Board meeting this nineteenth day of December 2011.

Adopted this 19th day of December 2011.

BOARD OF SUPERVISORS

_____
Dallas O. Jones, Chairman

A copy teste:

_____
Michael W. Johnson, Clerk

RESOLUTION OF APPRECIATION
TO
ANITA T. FELTS

WHEREAS, Anita T. Felts served the people of Southampton County with honor and dignity as a member of the Board of Supervisors for eight years, beginning January 1, 2004 and ending on December 31, 2011; and

WHEREAS, Anita T. Felts represented Southampton County on the Hampton Roads Planning District Commission and the Board of Directors for Smart Beginnings Western Tidewater; and

WHEREAS, her immeasurable contributions and long-standing dedication have resulted in conspicuous and significant progress, the fruits of which will be enjoyed by the citizens of Southampton County for many years to come; and

WHEREAS, Anita T. Felts has devoted countless hours of personal time and energy in listening, understanding and representing the needs of her constituency; and

WHEREAS, her sound judgment and warm personal demeanor have facilitated her public accomplishments and have earned for her the respect and admiration of her peers.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Southampton County, Virginia that Anita T. Felts is recognized and commended for her devoted service to the citizens of Southampton County and is presented this Resolution as a token of the high esteem in which she is held; and

BE IT FURTHER RESOLVED that the Southampton County Board of Supervisors extends to Anita T. Felts its best wishes for her future endeavors and orders that a copy of this Resolution be spread upon the minutes of this Board meeting this nineteenth day of December 2011.

Adopted this 19th day of December 2011.

BOARD OF SUPERVISORS

_____
Dallas O. Jones, Chairman

A copy teste:

_____
Michael W. Johnson, Clerk

RESOLUTION OF APPRECIATION
TO
MOSES WYCHE

WHEREAS, Moses Wyche served the people of Southampton County with honor and dignity as a member of the Board of Supervisors for eight years, beginning January 1, 2004 and ending on December 31, 2011; and

WHEREAS, Moses Wyche represented the Board on the Administrative Board for the Southampton County Department of Social Services; and

WHEREAS, his immeasurable contributions and long-standing dedication have resulted in conspicuous and significant progress, the fruits of which will be enjoyed by the citizens of Southampton County for many years to come; and

WHEREAS, Moses Wyche has devoted countless hours of personal time and energy in listening, understanding and representing the needs of his constituency; and

WHEREAS, his sound judgment and warm personal demeanor have facilitated his public accomplishments and have earned for him the respect and admiration of his peers.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Southampton County, Virginia that Moses Wyche is recognized and commended for his devoted service to the citizens of Southampton County and is presented this Resolution as a token of the high esteem in which he is held; and

BE IT FURTHER RESOLVED that the Southampton County Board of Supervisors extends to Moses Wyche its best wishes for his future endeavors and orders that a copy of this Resolution be spread upon the minutes of this Board meeting this nineteenth day of December 2011.

Adopted this 19th day of December 2011.

BOARD OF SUPERVISORS

_____
Dallas O. Jones, Chairman

A copy teste:

_____
Michael W. Johnson, Clerk

RESOLUTION OF APPRECIATION
TO
WALTER D. BROWN, III

WHEREAS, Walter D. Brown, III served the people of Southampton County with honor and dignity as a member of the Board of Supervisors for seven years, one month and twenty-three days beginning November 8, 2004 and ending on December 31, 2011; and

WHEREAS, Walter D. Brown, III focused much of his time and energy in promoting the importance of economic development and tourism; and

WHEREAS, his immeasurable contributions and long-standing dedication have resulted in conspicuous and significant progress, the fruits of which will be enjoyed by the citizens of Southampton County for many years to come; and

WHEREAS, Walter D. Brown, III has devoted countless hours of personal time and energy in listening, understanding and representing the needs of his constituency; and

WHEREAS, his sound judgment and warm personal demeanor have facilitated his public accomplishments and have earned for him the respect and admiration of his peers.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Southampton County, Virginia that Walter D. Brown, III is recognized and commended for his devoted service to the citizens of Southampton County and is presented this Resolution as a token of the high esteem in which he is held; and

BE IT FURTHER RESOLVED that the Southampton County Board of Supervisors extends to Walter D. Brown, III its best wishes for his future endeavors and orders that a copy of this Resolution be spread upon the minutes of this Board meeting this nineteenth day of December 2011.

Adopted this 19th day of December 2011.

BOARD OF SUPERVISORS

_____
Dallas O. Jones, Chairman

A copy teste:

_____
Michael W. Johnson, Clerk

Mrs. Anita Felts was also presented a resolution of appreciation from the Hampton Roads Planning District where she served from 2004 to 2011.

Chairman Jones thanked Mrs. Anita Felts for serving on the Hampton Roads Planning District.

Mrs. Anita Felts stated that a wise man once told her when she started serving on the Board of Supervisors she was representing the county 24/7.

Chairman Jones stated that he would be retiring from the Planning Commission.

Chairman Jones stated that item number seven was FY 2011 Comprehensive Annual Financial Report.

Mr. Michael Johnson stated that under separate cover with your agenda; please find a copy of the FY 2011 Comprehensive Annual Financial Report prepared by Creedle, Jones, and Alga, P.C., Certified Public Accountants. Mrs. Robin Jones, CPA, will present their report.

The schedule of findings and questioned costs appears on page 72 of the report-please note that the report includes an unqualified (clean) opinion with no significant deficiencies, no instances of noncompliance and no findings.

Please keep in mind that the audit is only a snapshot of the County's financial position on June 30, 2011 – there have been a number of significant changes since that time which are not reflected in the audit.

Major items to note for FY 2011:

- In the general fund, overall, we collected $1,066,755, or 4.1%, more revenue than budgeted – (pages 49-51). Chiefly responsible for the positive variance were general property taxes (+3% above budget), other local taxes (+13.5% above budget), and shared revenue from the City of Franklin for the industrial corridor (+41.3% above budget). These additional revenues were partially offset by continued shortfalls in state categorical aid (3.2% below budget).

- Actual spending was $2,243,061 or 8% less than budgeted (pages 51-52). Chiefly responsible for the expenditure savings (savings of at least $25,000) were the County Administrator's Office, Board of Assessors, Sheriff's Office, Probation, Refuse Disposal, Southampton County School Board, Planning and Community Development and Cooperative Extension;

- The school board underspent its local budget by 12.3% - $1,624,781 (page 52 – please note that the School Board will be requesting these funds for use in FY 2012 in January);

- Notwithstanding the fact that your FY 2011 budget included up to $867,861 from the General Fund Reserve and the Board re-appropriated an additional $2,468,315 back to the School Board in November 2010, the end of year general fund balance only decreased by $205,889, or 3.2%, and remains generally healthy at $6,202,179 (page 14). The unappropriated fund balance is now equivalent to roughly 11.9% of your total budget of $52,143,961 and almost 24% of your General Fund budget;

- Your FY 2012 budget provides for up to $1,400,777 to come from the unappropriated general fund reserve, if necessary, to balance.

Mrs. Robin Jones of Creedle, Jones, and Alga, P.C presented her report to the Board. She stated that when they do an audit they basically give three opinions. The first one being that the audit was conducted and met the basic audit requirements. The second item being that it met the government audit laws and regulations. The third item was a single audit which met the federal audit requirements with no internal control problems. She stated the county had a good cash balance. She stated that the government had changed some of the requirements regarding restricted funds and that the county met the new standards. The county has a balance of 6.2 million dollars. She thought the county had done well in these hard economic times.

Chairman Jones asked if anyone had any questions.

Supervisor Brown asked if he understood correctly that the bottom line is the county is financially stable.

Mrs. Robin Jones said yes.

Chairman Jones stated the next agenda item was four public hearings.

Mr. Michael Johnson stated that the first public hearing was the comprehensive plan amendment - Mitchell and Tammy Gray. He stated this public hearing is held pursuant to 15.2-2204, Code of Virginia, 1950, as amended to receive public comment on a request by Mitchell and Tammy Gray, owners, for a Comprehensive Plan Amendment from Single Family Residential to Industrial in the Courtland Planning Area. The property is located on Sunlight Drive (SR 944) and Hancock Drive, a local roadway that parallels Southampton Parkway east of its intersection with Meherrin Road (Rt. 35). The property is known as a portion of 74-25, and totals approximately 6.12 acres of a 49.7 acre tract. The property is in the Capron Voting District and the Newsoms Magisterial District.

The notice of this public hearing was published in the Tidewater News on December 4 and December 11, 2011 and all adjacent property owners were notified in writing by first class mail as required by law. Following its public hearing on November 10, 2011, the Southampton County Planning Commission voted unanimously to recommend approval of the request.

After conclusion of this public hearing, the Board of Supervisors will consider the comments offered this morning and may act upon the matter or defer action until such time as it deems appropriate.

Mrs. Beth Lewis, our Director of Community Development and Secretary to the Planning Commission will provide introductory remarks after which all interested parties are invited to come forward and express their views.

A motion is required to accept the Planning Commission recommendation and approve the zoning change.

Mrs. Beth Lewis stated that we have the opportunity to provide the growth of two local businesses. The property is located near the Hancock peanut facility. It is accessed by Sunlight Drive in an industrial area. Chemical Leaman is located right on the corner of Sunlight Drive and Meherrin Road. There are also houses along Sunlight Drive. Notices were mailed out to the adjoining property owners. She stated that she has not received any calls with concerns. The Planning Commission unanimously recommended that the Board of Supervisors approve the rezoning of this property.

Chairman Jones asked if anyone on the Board had any questions or comments.

Chairman Jones then opened the public hearing.

Mr. Mitchell Gray of Shady Brook Trail spoke. He stated they wanted to get the rezoning done so they could grow. He stated he had met with the residents of Sunlight Drive and none of them had any problems with his business going there. They are looking to expand their business where they can have a shop to work so they don’t have to lay on the ground to work on the equipment.

Supervisor West stated that he certainly approved of amending the comprehensive plan. He stated that he was glad to have them in the county.

Supervisor Brown stated that he was glad to see a local home grown business expanding.

Supervisor Wyche stated he was in favor of rezoning.

Chairman Jones closed the public hearing as no one else wished to speak for or against the rezoning.

Supervisor Wyche made a motion to accept the Planning Commission recommendation and amend the Comprehensive Plan.

Supervisor Brown seconded the motion with it being carried unanimously.

Mr. Michael Johnson stated that the next public hearing was rezoning request – Mitchell and Tammy Gray. He stated that this public hearing is held pursuant to 15.2-2204, Code of Virginia, 1950, as amended to receive public comment on a request by Mitchell and Tammy Gray, owners, for a change in zoning designation from A-2, Agricultural District, to CM-1, Conditional Limited Industrial District. The property is located on Sunlight Drive (SR 944) and Hancock Drive, a local roadway that parallels Southampton Parkway east of its intersection with Meherrin Road (Rt. 35). The property is known as a portion of 74-25, and totals approximately 6.12 acres of a 49.7 acre tract. The property is in the Capron Voting District and the Newsoms Magisterial District.

The notice of this public hearing was published in the Tidewater News on December 4 and December 11, 2011 and all adjacent property owners were notified in writing by first class mail as required by law. Following its public hearing on November 10, 2011, the Southampton County Planning Commission voted unanimously to recommend approval of the request.

After conclusion of this public hearing, the Board of Supervisors will consider the comments offered this morning and may act upon the matter or defer action until such time as it deems appropriate.

Mrs. Beth Lewis, our Director of Community Development and Secretary to the Planning Commission will provide introductory remarks after which all interested parties are invited to come forward and express their views.

A motion is required to accept the Planning Commission recommendation and approve the zoning change.

Mrs. Beth Lewis stated that the Grays have agreed not to use the property for the following six businesses: circus or carnival grounds, exposition center or fairgrounds, race track or course, railroad switching yard, rifle or pistol range, sports arena or stadium. Their main use will be for #16 contractor storage use. There was some concern about the visual conditions from Highway 58, but there is a 110 foot of trees and undergrowth buffer. A visual screen (fence) is required. Mr. Scott on Johnson's Mill Road was required to put up a visual screen and the Grays have stated they will be putting up a fence.

Chairman Jones opened the public hearing.

Mr. Mitchell Gray spoke. He stated that they plan to keep their equipment and premises as manicured as possible. They have already planned to do some landscaping which will be like "eye candy" so to speak to make it look pleasing.

Chairman Jones closed the public hearing as there was no one else wishing to speak.

Supervisor Wyche made a motion to accept the Planning Commission recommendation and approve the zoning change.

Supervisor Brown seconded the motion with it carrying unanimously.

Mr. Michael Johnson stated item C was the next public hearing – conditional use permit – Sebrell Farm, LLC. Mr. Michael Johnson stated this public hearing is held pursuant to 15.2-2204, Code of Virginia, 1950, as amended to receive public comment on a request by Sebrell Farm LLC, owner, for a Conditional Use Permit to extend an existing borrow pit/sand mine on property zoned A-1, Agricultural, and to amend conditions that were approved in 2002. The property is located at

12390 Whitehead Road (Rt. 730), and is known as Tax Parcels 109-4, 109-5C, 109-5A, and 110-9A. The property totals approximately 652.012 acres, and is in the Boykins Voting and Magisterial Districts.

The notice of this public hearing was published in the Tidewater News on December 4 and December 11, 2011 and all adjacent property owners were notified in writing by first class mail as required by law. Following its public hearing on December 8, 2011, the Southampton County Planning Commission voted unanimously to recommend approval of the request.

After conclusion of this public hearing, the Board of Supervisors will consider the comments offered this morning and may act upon the matter or defer action until such time as it deems appropriate.

Mrs. Beth Lewis, our Director of Community Development and Secretary to the Planning Commission will provide introductory remarks after which all interested parties are invited to come forward and express their views.

A motion is required to accept the Planning Commission recommendation and approve the conditional use permit and amended conditions.

Mrs. Beth Lewis gave the opening statements. She stated that on May 28, 2002 Sebrell Farm LLC was granted a Conditional Use Permit for 300 acres of TP 109-4. They are seeking to add 70 acres and amend some of the conditions. They originally compromised to restore the land to its original condition. They are now asking to turn it into a lake instead of restoring it to original condition. Refilling the land is not a logical thing to do. There will be no permanent structures. They want to use modular structures for office space, lunchroom, and weighing facilities. They will need to move these from place to place as they mine different areas on the property over 15 to 20 years. They originally had a 100 foot setback and want to go to a 50 foot setback. The rest of the area is swampy and there is no way to get close to that area any way. The applicants are here if you have any questions.

Chairman Jones opened the public hearing.

Supervisor Brown stated that there is a Native American site there and he wanted to know if they had the ASV testing done to see if there were any artifacts or skeletal remains there.

Mr. Peter Schmidt stated they had the regulatory bodies look at the wetlands, but they were not aware that they should have anything else done as far as artifacts.

Supervisor Brown stated that there were two acres there with a village that was called “Old Nottoway Town”. He asked if they had done any mining there.

Mr. Peter Schmidt stated they had not mined any of the property. They had only dug test holes to fine reserves.

Supervisor Brown asked if they had found any artifacts when doing the test digs.

Mr. Peter Schmidt stated that Mr. Cliff Bocchicchio who would be mining the sites was with him and he would probably be able to better answer Supervisor Brown’s questions.

Mr. Cliff Bocchicchio asked if he could address the Board.

Chairman Jones granted Mr. Cliff Bocchicchio time to speak.

Mr. Cliff Bocchicchio stated that he wasn’t aware of any artifacts on site. He was not sure of the process to check for artifacts. There are only 240 – 250 acres that are minable. He stated there is no sand on the front of the site. They will check with necessary organizations before mining.

They want to make sure it is feasible to mine as the price of sand in not that great.

Supervisor Brown stated there was a village there in 1728, which was 300 x 300 which means around two acres. They need to get the ASV involved to check it out. He asked if they find a Native American burial ground would they cease operation until it was checked out.

Mr. Cliff Bocchicchio stated he has no problem investigating the possibility of there being Native American artifacts on the site. He stated they had never run into this situation before.

Supervisor Brown stated that Mr. Cliff Bocchicchio may want to check with Mr. Mike Barber with the Department of Historical Resources because the need to protect any artifacts or skeletal remains that may be on the site.

Mr. Peter Schmidt stated he was with Allied Concrete Products in Chesapeake, Virginia. With him today is Cliff Bocchicchio with Titan Mid Atlantic Aggregates, LLC. Mr. Bocchicchio's company will be mining Sebrell Farm in the upcoming years and he is here to answer any questions you may have that relate specifically to the mining of the site.

Today they stand before you to request four items:

First, approval of a Conditional Use Permit to add three parcels of land not included in the original Use Permit approved by the Board of Supervisors on May 28, 2002. The three parcels were inadvertently excluded from the Use Permit application at that time and total an additional 69.3 acres to the 300 already approved. The purpose for requesting this additional acreage is to maximize sand reserves available for mining to justify the economics of the project. Approval of this request will increase sand reserves by approximately 25%.

Second, and along the same line of maximizing reserves, we are asking that setback requirements be amended to allow a 50' rather than a 100' setback required in Condition 12 on parcels not contiguous to individual homes and as modified by the Planning Commission at its December 8th meeting. As staff has pointed out in its report, proposed mining areas already have a forested buffer which separates them from the majority of adjoining properties.

Third, we are requesting modification of Condition 11, so that when the project is concluded we will have a lake with suitable habitat development, including nesting islands, for migratory birds. We will reclaim the site in accordance with Virginia DMME regulations upon termination of mining activities. Practically speaking, it would be impossible to fill the mining site back in and reconvert the property to agricultural use – there is simply no material to do this. It would be cost prohibitive and doom the project. This was an oversight on my part when we originally applied for a CUP.

Fourth and finally, to comply with Condition 7 regarding sanitary facilities, we are asking for self-contained modular units since we are in the flood plain and no sewer lines exist near the site. Additionally, these modular units will have to be moved around the site as different parts of the property are mined.

Thank you for your consideration. I am grateful for the staff's assistance in this application and would be happy to answer any questions you may have.

Mr. Peter Schmidt stated that the process they went through with the Department of Environmental Quality was very involved.

Supervisor West asked when they plan to start mining.

Mr. Peter Schmidt said they plan to start mining in 2013. In January 2013 they plan to start stripping the property.

Chairman Jones opened the public hearing.

Mr. Ash Cutchin of Darden Mill Estates spoke. He stated he is neither for nor against mining the property. He just wanted to know if Supervisor Brown could identify which two acres the Native American village was on.

Supervisor Brown stated he did not know which two acres the village was on. That is why they need to bring in the Department of Historical Resources of Virginia to check for artifacts.

Mr. Ash Cutchin asked if they would stop mining if they find something.

Mr. Peter Schmidt stated yes they would.

Mrs. Teresa Preston of the Berlin-Ivor District spoke. She stated she is a member of the Archeological Society of Virginia. There may be some prehistory that may not have been recovered on the site. If there is no GPS report, you don't know if the site has been formally checked.

Mrs. Teresa Preston said there is a sand pit in Ivor that was being mined and one of the workers there found a monolithic ax. In case anyone doesn't know, that is an ax made out of carved stone. The ax was auctioned off among the workers and now it is completely out of the State of Virginia. Floods and working the land on farms sometimes covers up existing cultural artifacts. At the courthouse site some nice artifacts were found when they sifted through the soil which would have been lost if the sifting wasn't done.

There being no one else wishing to speak, Chairman Jones closed the public hearing.

Supervisor Faison stated he thought they should approve the conditional use permit with the understanding that the property be checked first for artifacts.

Chairman Jones asked if he wanted to make that a motion.

Supervisor Faison made a motion to accept the Planning Commission recommendation and approve the conditional use permit and amended conditions along with the condition that proper inspection for artifacts be completed before mining.

Supervisor Brown seconded the motion with it being carried unanimously.

Chairman Jones stated the last public hearing was request for tax exemption – Mahone's Tavern and Museum.

Mr. Michael Johnson stated this public hearing is held pursuant to Section 58.1-3651 (B) of the Code of Virginia, 1950, as amended to consider a proposed ordinance to exempt certain real property owned by Mahone's Tavern and Museum, Inc. of Courtland, a 501 (c) (3) non-profit organization, from local real estate taxation in accordance with the provisions of Article X, 6 (a) (6) of the Constitution of Virginia. The affected real property is located at 22341 Main Street, identified as Tax Map # 60A (1) BK5 – 7, and used by the aforementioned organization for historical purposes related to its mission of educating the public about the history of the Tavern, the people who resided there and their contributions to local and Virginia history. In 2011, the property was assessed by Southampton County at $102,000 and the associated real estate tax was $785.40.

Before adopting any such ordinance the governing body shall consider the following questions:

1. Whether the organization is exempt from taxation pursuant to 501 (C) of the Internal

Revenue Code of 1954;

2. Whether a current annual alcoholic beverage license for serving alcoholic beverages has been issued by the Virginia Alcoholic Beverage Control Board to such organization, for use on such property;

3. Whether any director, officer, or employee of the organization is paid compensation in excess of a reasonable allowance for salaries or other compensation for personal services which such director, officer, or employee actually renders;

4. Whether any part of the net earnings of such organization inures to the benefit of any individual, and whether any significant portion of the service provided by such organization is generated by funds received from donations, contributions, or local, state or federal grants. As used in this subsection, donations shall include the providing of personal services or the contribution of in-kind or other material services;

5. Whether the organization provides services for the common good of the public;

6. Whether a substantial part of the activities of the organization involves carrying on propaganda, or otherwise attempting to influence legislation and whether the organization participates in, or intervenes in, any political campaign on behalf of any candidate for public office;

7. The revenue impact to the locality and its taxpayers of exempting the property; and

8. Any other criteria, facts and circumstances that the governing body deems pertinent to the adoption of such ordinance.

The notice of public hearing was published in the Tidewater News on December 4, 2011 as required by law. After conclusion of the public hearing, the Board of Supervisors will consider the comments offered this morning and will proceed to adopt, amend or defer action on the proposed ordinance.

If the Board is so inclined, a motion is required to adopt the attached ordinance.

Ordinance Exempting from County Real Estate Taxation Certain Real Property Owned by Mahones Tavern and Museum Incorporated, a Historical Non-Profit Organization

WHEREAS, § 58.1-3651 of the Code of Virginia, 1950, as amended, authorizes localities to adopt ordinances, after holding a public hearing with respect thereto, exempting from taxation the real property owned by a nonprofit organization that uses such property for religious, charitable, patriotic, historical, benevolent, cultural, or public park and playground purposes;

WHEREAS, Mahone's Tavern and Museum, Inc. is a historical non-profit organization whose mission is to educate the public about the history of the Tavern, the people who resided there and their contributions to local and Virginia history;

WHEREAS, Mahone's Tavern and Museum, Inc. of Courtland owns real property located at 22341 Main Street, Courtland, Virginia, which is used for the historical education purposes described hereinabove;

WHEREAS, Mahone's Tavern and Museum, Inc. requests exemption from real estate taxation on the above-mentioned property, identified as tax map parcel #60A (1) BK5 – 7 beginning with the 2012 tax year and continuing so long as the property is used in accordance with the historical purposes for which Mahone's Tavern and Museum, Inc. is designated;

WHEREAS, the real property located at 22341 Main Street, Courtland, Virginia has an aggregate County-assessed value of $102,000 and the real estate tax for the 2011 year was $785.40;

WHEREAS, a public hearing thereon was duly advertised in accordance with the provisions of § 58.1-3651 of the Code of Virginia, 1950, as amended; and

WHEREAS, the Board of Supervisors of Southampton County, Virginia, has given due consideration to the questions set forth at § 58.1-3651(B) of the Code of Virginia, 1950, as amended .

NOW, THEREFORE, BE IT ORDAINED, that in accordance with the provisions of § 58.1-3651 of the Code of Virginia, 1950, as amended, the following Ordinance be, and the same hereby is, adopted:

That certain real property, with improvements thereon, located at 22341 Main Street, Courtland, Virginia, and identified as tax map parcel 60A (1) BLK 5 - 7, owned by Mahone's Tavern and Museum, Inc., a historical non-profit organization, and used by such organization exclusively for historical purposes directly related to its mission of educating the public about the history of the Tavern, the people who resided there and their contributions to local and Virginia history, shall be exempt from County real estate taxation so long as Mahone's Tavern and Museum, Inc. is operated not for profit and the property so exempt is used in accordance with the organization's historical purpose. Such exemption shall become effective with the 2012 tax year.

The vote was :

Aye:
Nay:
Abstain:

[This uncodified ordinance was adopted by the Board of Supervisors on December 19, 2011.]

A copy teste:_____, Clerk
Southampton County Board of Supervisors
Adopted : December 19, 2011

prev | next

§ 58.1-3651. Property exempt from taxation by classification or designation by ordinance adopted by local governing body on or after January 1, 2003.

A. Pursuant to subsection 6 (a) (6) of Article X of the Constitution of Virginia, on and after January 1, 2003, any county, city, or town may by designation or classification exempt from real or personal property taxes, or both, by ordinance adopted by the local governing body, the real or personal property, or both, owned by a nonprofit organization that uses such property for religious, charitable, patriotic, historical, benevolent, cultural, or public park and playground purposes. The ordinance shall state the specific use on which the exemption is based, and continuance of the exemption shall be contingent on the continued use of the property in accordance with the purpose for which the organization is classified or designated. No exemption shall be provided to any organization that has any rule, regulation, policy, or practice that unlawfully discriminates on the basis of religious conviction, race, color, sex, or national origin.

B. Any ordinance exempting property by designation pursuant to subsection A shall be adopted only after holding a public hearing with respect thereto, at which citizens shall have an opportunity to be heard. The local governing body shall publish notice of the hearing once in a newspaper of general circulation in the county, city, or town where the real property is located. The notice shall include the assessed value of the real and tangible personal property for which an exemption is requested as well as the property taxes assessed against such property. The public hearing shall not be held until at least five days after the notice is published in the newspaper. The local governing body shall collect the cost of publication from the organization requesting the property tax exemption. Before adopting any such ordinance the governing body shall consider the following questions:

1. Whether the organization is exempt from taxation pursuant to § 501(c) of the Internal Revenue Code of 1954;

2. Whether a current annual alcoholic beverage license for serving alcoholic beverages has been issued by the Virginia Alcoholic Beverage Control Board to such organization, for use on such property;

3. Whether any director, officer, or employee of the organization is paid compensation in excess of a reasonable allowance for salaries or other compensation for personal services which such director, officer, or employee actually renders;

4. Whether any part of the net earnings of such organization inures to the benefit of any individual, and whether any significant portion of the service provided by such organization is generated by funds received from donations, contributions, or local, state or federal grants. As used in this subsection, donations shall include the providing of personal services or the contribution of in-kind or other material services;

5. Whether the organization provides services for the common good of the public;

6. Whether a substantial part of the activities of the organization involves carrying on propaganda, or otherwise attempting to influence legislation and whether the organization participates in, or intervenes in, any political campaign on behalf of any candidate for public office;

7. The revenue impact to the locality and its taxpayers of exempting the property; and

8. Any other criteria, facts and circumstances that the governing body deems pertinent to the adoption of such ordinance.

C. Any ordinance exempting property by classification pursuant to subsection A shall be adopted only after holding a public hearing with respect thereto, at which citizens shall have an opportunity to be heard. The local governing body shall publish notice of the hearing once in a newspaper of general circulation in the county, city, or town. The public hearing shall not be held until at least five days after the notice is published in the newspaper.

D. Exemptions of property from taxation under this article shall be strictly construed in accordance with Article X, Section 6 (f) of the Constitution of Virginia.

December 19, 2011

E. Nothing in this section or in any ordinance adopted pursuant to this section shall affect the validity of either a classification exemption or a designation exemption granted by the General Assembly prior to January 1, 2003, pursuant to Article 2 (§ 58.1-3606 et seq.), 3 (§ 58.1-3609 et seq.) or 4 (§ 58.1-3650 et seq.) of this chapter. An exemption granted pursuant to Article 4 (§ 58.1-3650 et seq.) of this chapter may be revoked in accordance with the provisions of § 58.1-3651.

(2003, c. 1032; 2004, c. 557.)

prev | next | new search | table of contents | home

Mr. Warren Simmons addressed the members of the Southampton County Board of Supervisors and the ladies and gentlemen in the audience with the following statement.

The Board of Directors of Mahone's Tavern and Museum, Inc. requests your consideration in exempting our historic real estate, known as Mahone's Tavern, located at 22341 Main Street Courtland, Virginia from Southampton County's real estate taxes as provided for under Subsection 6 (a) (6) of Article X of the Constitution of Virginia.

Mahone's Tavern and Museum, Inc. was formed in fall 2008 and purchased the property known as the Mahone's Tavern in December the same year. We are exempt from taxation pursuant to 501 (C) of the Internal Revenue Code of 1954. We are a nonpolitical organization and do not discriminate based on religious conviction, race, color, sex or national origin.

Mahone's Tavern does not have an alcoholic beverage license and does not allow alcohol to be served or consumed on the premises. Our directors and volunteers serve without any paid compensation and no one received personal gain from any activities we sponsor. We do solicit donations from the public, sponsor fund raising events, and seek grants from local and state foundations in order to maintain the tavern and conduct historic and educational programs for the public.

The tavern was built in 1796 and has been an important part of our county's history. Many county residents and visitors doing business at the county seat of Southampton lodged and received meals in this establishment for over 100 years. Undoubtedly many historic and everyday events were discussed and important decisions made within its walls. The site is listed on both the Virginia Landmarks Register and the United States National Register of Historic Places.

During the first three years of ownership of Mahone's Tavern, we have focused our energy on raising funds necessary to pay down our mortgage. Even though this has taken much of our time, we still have been able to participate in Heritage Day the past three years by having the tavern open to the public. While visiting the tavern, families and individuals have been able not only see this historic building, but have also seen displays, artifacts, relics and historical documents relating to the history of Southampton County, while on the grounds craftsmen and living historians portraying men and women of 19th century Virginia have presented first person and hands on history lessons. Although we are not open as yet on a regular schedule, we are open by

appointment and have had the opportunity to show many interested people this historic tavern and what we are doing to preserve and conserve an important part of our history.

The loss of real estate taxes from Mahone's Tavern will have an insufficient impact on Southampton County's budget. In the near future, Mahone's Tavern will be open to the public on the same time schedule as Southampton County Historical Society's Rochelle-Prince House, Heritage Museum and Village and the Rebecca Vaughan House. These historical sites along with the new Southampton Insurrection Trail will give historic-minded families and individuals more than they can see in one day of sightseeing within the county. Because of these numerous sites, those traveling into the area will have to use lodging, restaurants and buy fuel while visiting our area, creating much needed jobs and revenue for the county. For the first time, Southampton County will be a destination for those wishing to discover more of Virginia's history.

We understand that there will be advertising costs associated with this request and we are willing to be responsible for all expenses associated with our request. We thank you for your time and consideration in this matter.

Supervisor West stated we should consider this for educational purposes.

Supervisor Brown stated it is good to preserve our history. He sees this as a good thing. He asked if they intend to incorporate some education in the preserving of Mahone's Tavern.

Mr. Warren Simmons, President of the Board of Directors, stated they plan to do three things:

1. Educate people,
2. Preserve the building and bring back to its 1840 – 1860 appearance.
3. Bring in groups of school children, and other groups

They would like to get the tax exempt status approved. By not having to pay the taxes they could use the money to help restore the building. A few people have visited, but they are not open right now. They are working on the Rebecca Vaughan house also.

Supervisor Brown asked if they plan to be open on a regular schedule.

Mr. Warren Simmons said they want to set up a regular schedule. They want to set it up with furniture first. Then they want to have it open on the schedule with the other museums.

Chairman Jones asked if anyone else had any questions.

Mr. Ash Cutchin of Darden Mill Estates spoke. He stated that Boykin's Tavern is an asset in Isle of Wight County. He can see where the Mahone Tavern Museum would be beneficial to Southampton County. He recommends the Board approve Mahone Tavern to be tax exempt.

Mrs. Teresa Preston of 10457 New Road, Ivor, VA addressed the Board. She is in favor of making Mahone's Tavern tax exempt. She said when you are trying to restore a building the last thing you need to deal with is a huge tax bill. She stated that the Historical Society receives benefits by being tax exempt. She said there are others who do not pay taxes such as the Masonic Lodges.

Supervisor West stated that seven hundred dollars is not a horrendous bill. He does see that every bit helps when you are trying to restore and preserve a building.

There being no one else wishing to speak, Chairman Jones closed the public hearing.

Supervisor Brown commended Mr. Warren Simmons on his support in restoring Mahone's Tavern and trying to bring more revenue into the county.

Supervisor West made a motion to adopt the ordinance granting tax exemption for Mahone's Tavern and Museum.

Supervisor Brown seconded the motion with it being carried unanimously.

Supervisor Felts stated that Mr. Warren Simmons' group does a wonderful job. They have done a lot of things to raise money for repairs to Mahone's Tavern. The $700.00 tax bill may not sound like a lot, but when you need the money for restoration it is a lot.

Chairman Jones stated they were aware of this.

Chairman Jones called for item number 9 which is a request to purchase service weapon from Vernie W. Francis, Jr.

Mr. Michael Johnson stated that Sheriff Francis seeks your consideration in allowing him to purchase his department issued service handgun for $1 upon his retirement. With 40 years of service in law enforcement, twenty-eight of which he served as Sheriff, his request is consistent with 59.1-148.3 of the Code of Virginia.

Office Of The Sheriff
County of Southampton - City of Franklin
Post Office Box 70 22336 Main St
Courtland, Virginia 23837
(757) 653-2100 Fax # (757) 653-9452 Fax# (757) 653-2906

Vernie W. Francis, Jr., Sheriff

November 30, 2011

Mr. Dallas Jones
Chairman
Southampton County Board of Supervisors
P. O. Box 400
Courtland, VA 23837

Dear Chairman Jones:

As my tenure in office comes to an end, I am requesting the purchase of my service weapon pursuant to section 59.1-148.3 of the Code of Virginia. I am enclosing a copy of that code section for your review.

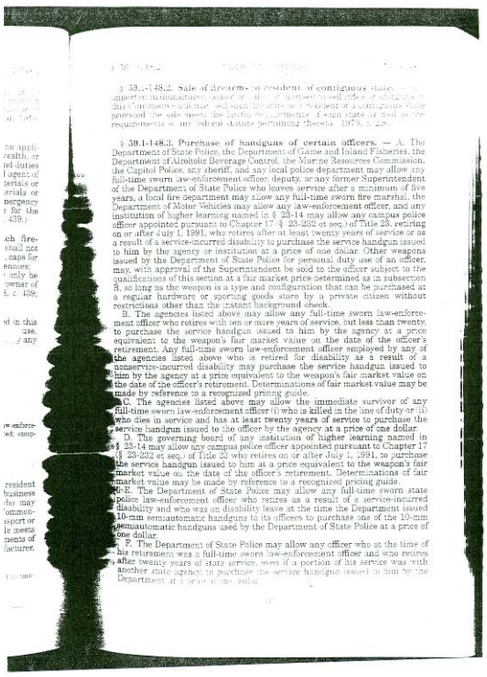
I began my career with the Southampton County Sheriff's Office in 1971 on a part-time basis while attending college. Upon graduation in 1973, I returned to the sheriff's office in a full-time position. I was very honored to become Sheriff in 1984 until my retirement at the end of this year.

It has been my honor and privilege to serve the citizens of Southampton County and the City of Franklin.

The Board's approval of this request would be greatly appreciated.

Respectfully,

Vernie W. Francis, Jr.
Sheriff



§ 59.1-148.2. Sale of firearms to resident of contiguous state. — [illegible] provided the sale meets the lawful requirements of each state as well as the requirements of any federal statute pertaining thereto. 1979, c. 239.

§ 59.1-148.3. Purchase of handguns of certain officers. — A. The Department of State Police, the Department of Game and Inland Fisheries, the Department of Alcoholic Beverage Control, the Marine Resources Commission, the Capitol Police, any sheriff, and any local police department may allow any full-time sworn law-enforcement officer, deputy, or any former Superintendent of the Department of State Police who leaves service after a minimum of five years, a local fire department may allow any full-time sworn fire marshal, the Department of Motor Vehicles may allow any law-enforcement officer, and any institution of higher learning named in § 23-14 may allow any campus police officer appointed pursuant to Chapter 17 (§ 23-232 et seq.) of Title 23, retiring on or after July 1, 1991, who retires after at least twenty years of service or as a result of a service-incurred disability to purchase the service handgun issued to him by the agency or institution at a price of one dollar. Other weapons issued by the Department of State Police for personal duty use of an officer, may, with approval of the Superintendent be sold to the officer subject to the qualifications of this section at a fair market price determined as in subsection B, so long as the weapon is a type and configuration that can be purchased at a regular hardware or sporting goods store by a private citizen without restrictions other than the instant background check.

B. The agencies listed above may allow any full-time sworn law-enforcement officer who retires with ten or more years of service, but less than twenty, to purchase the service handgun issued to him by the agency at a price equivalent to the weapon's fair market value on the date of the officer's retirement. Any full-time sworn law-enforcement officer employed by any of the agencies listed above who is retired for disability as a result of a nonservice-incurred disability may purchase the service handgun issued to him by the agency at a price equivalent to the weapon's fair market value on the date of the officer's retirement. Determinations of fair market value may be made by reference to a recognized pricing guide.

C. The agencies listed above may allow the immediate survivor of any full-time sworn law-enforcement officer (i) who is killed in the line of duty or (ii) who dies in service and has at least twenty years of service to purchase the service handgun issued to the officer by the agency at a price of one dollar.

D. The governing board of any institution of higher learning named in § 23-14 may allow any campus police officer appointed pursuant to Chapter 17 (§ 23-232 et seq.) of Title 23 who retires on or after July 1, 1991, to purchase the service handgun issued to him at a price equivalent to the weapon's fair market value on the date of the officer's retirement. Determinations of fair market value may be made by reference to a recognized pricing guide.

E. The Department of State Police may allow any full-time sworn state police law-enforcement officer who retires as a result of a service-incurred disability and who was on disability leave at the time the Department issued 10-mm semiautomatic handguns to its officers to purchase one of the 10-mm semiautomatic handguns used by the Department of State Police at a price of one dollar.

F. The Department of State Police may allow any officer who at the time of his retirement was a full-time sworn law-enforcement officer and who retires after twenty years of state service, even if a portion of his service was with another state agency, to purchase the service handgun issued to him by the Department at a price of one dollar.

Chairman Jones said he had one question. He asked Sheriff Francis if he passes a background check.

Sheriff Francis stated he had.

Supervisor Young made a motion that Sheriff Francis be allowed to purchase his department-issued service handgun for $1 upon his retirement.

Supervisor Faison seconded the motion with it being carried unanimously.

Chairman Jones stated item number ten was 2012 organizational matters.

Mr. Michael Johnson stated that 15.2-1416, Code of Virginia, requires the Board of Supervisors to meet at a public place in January each year to organize itself by electing a Chairman and Vice-Chairman and setting the days, times and places of regular meetings to be held during the ensuing months. The annual holiday schedule for the coming year is typically adopted at the organizational meeting as well.

Given the fact that we'll have 4 new members, I'm recommending that the Board convene on the first working day of the New Year, Tuesday, January 3, 2012, at 7:00 p.m. to dispense with organizational matters. I've made arrangements with Mr. Francis to attend this meeting to administer the oath of office to the collective Board prior to calling the meeting to order.

15.2-1416. Regular meetings. – The governing body shall assemble at a public place as the governing body may prescribe, in regular session in January for counties and in July for cities and towns. Future meetings shall be held on such days as may be prescribed by resolution of the governing body but in no event shall less than six meetings be held in each fiscal year.

The days, times and places of regular meetings to be held during the ensuing months shall be established at the first meeting which meeting may be referred to as the annual or organizational meeting; however, if the governing body subsequently prescribes any public place other than the initial public meeting place, or any day or time other than that initially established, as a meeting day, place or time, the governing body shall pass a resolution as to such future meeting day, place or time. The governing body shall cause a copy of such resolution to be posted on the door of the courthouse or the initial public meeting place and inserted in a newspaper having general circulation in the county or municipality at least seven days prior to the first such meeting at such other day, place or time. Should the day established by the governing body as the regular meeting day fall on any legal holiday, the meeting shall be held on the next following regular business day, without action of any kind by the governing body.

At its annual meeting the governing body may fix the day or days to which a regular meeting shall be continued if the chairman or mayor, or vice chairman or vice mayor if the chairman or mayor is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the regular meeting. Such finding shall be communicated to the press as promptly as possible. All hearings and other matters previously advertised shall be conducted at the continued meeting and no further advertisement is required.

Regular meetings, without further public notice, may be adjourned from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the governing body is completed.

A motion is required to establish Tuesday, January 3, 2012 as the date for the 2012 Annual (organizational) Meeting.

Supervisor Brown made a motion to establish Tuesday, January 3, 2012 as the date for the 2012 Annual (organizational) Meeting.

Supervisor Felts seconded the motion with it being carried unanimously.

Chairman Jones called for item number eleven which was consideration of performance agreement with Enviva Biomass.

Mr. Michael Johnson stated that subject to discussion in closed session on Monday (pursuant to Section 2.2-3711 (A) (29) of the Code of Virginia) regarding the proposed details of the Agreement with Enviva, the final terms must be made public and approved in open session. At this writing, we're coordinating the language with company officials and do not anticipate any significant issues.

Upon returning to open session following your closed meeting, a motion will be required to approve the Agreement with Enviva.

Chairman Jones called for a five minute break before starting closed session.

Upon returning to open session, Vice-Chairman West moved, seconded by Chairman Jones, to adopt the following resolution:

RESOLUTION OF CLOSED MEETING

WHEREAS, the Southampton County Board of Supervisors had convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 (D) of the Code of Virginia requires a certification by the Board that such closed meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the Southampton County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public matters as were identified in the motion convening the closed meeting were heard, discussed and considered by the Southampton County Board of Supervisors.

Supervisors Voting Aye: **Dallas O. Jones**
Walter L. Young, Jr.
Walter D. Brown, III
Carl J. Faison
Anita T. Felts
Ronald M. West
Moses Wyche

The motion passed unanimously.

Mr. Michael Johnson read the agreement with Enviva stating that they would be coming to the Turner Tract.

Chairman Jones thanked Mr. Glenn Gray of Enviva and welcomed Enviva to Southampton County.

Mr. Glenn Updike asked why Enviva didn't plan to come to the Turner Tract. He wanted to know why different businesses had looked at the Turner Tract and then decided not to come to the Turner Tract.

Supervisor West stated that the truth is not many have looked at the Turner Tract and announced their projects yet.

Mr. Michael Johnson stated that he didn't know that they had many that had looked at the Turner Tract.

Chairman Jones stated that one thing that had been brought to his attention a few minutes ago. Mr. Young asked who succeeded Mr. Wyche on the Board and it was Mr. Reggie Gilliam. He was thinking that they ought to place a plaque in the Board Room giving the names of those who had served since the meeting starting being held in the new Board Room and go forward. He didn't think they needed to go back to when the meetings were being held in the old Courthouse thirty or forty years ago. He asked if anyone had any thought on this.

Supervisor West asked Chairman Jones if he wanted to be like Mayor Holland in Portsmouth – wanting your picture to be here, there, and everywhere.

Supervisor Young stated that he was trying to remember who he had met on this Board and for the life of him he couldn't remember Mr. Reggie Gilliam

Chairman Jones stated they should have something if it was only a plaque.

Supervisor Brown stated he thought they should have a picture of at least the Chairmen who had served.

Chairman Jones stated he had been to Greenville and Sussex and they had plaques showing the names of those who had served. There were also some in Isle of Wight. Chairman Jones stated that would be a way to preserve our county history. Chairman Jones asked Mr. Michael Johnson if he could get a quote on something like that.

Mr. Michael Johnson stated sure.

Chairman Jones asked if this was too much to ask. He commented that they had plaques over in the courthouse.

Supervisor West stated that the schools have plaques with the school board members listed.

Chairman Jones stated that in the vestibule you have the Supervisor who even built that particular building. He thought it would be right to even put who built this building up on the wall. He stated he was like Mr. Holland he wanted his picture to be out there everywhere.

Supervisor Felts stated they were talking history and this would be preserving history.

Mr. Richard Railey stated you could be like Joe Paterno and have a statue out there too.

Supervisor Felts stated that was going a little too far.

Chairman Jones stated that if Mr. Richard Railey was going to pay for it he would be glad for him to put a statue up there.

Supervisor Brown asked Chairman Jones if he needed to get a motion.

Mr. Michael Johnson said at this point all he heard was get a quote so he said he didn't think he needed a motion just to get a quote.

Chairman Jones said unless you all want to do it.

Supervisor Brown stated he was in favor of getting a plaque.

Supervisor Young stated he was in favor of it also.

Chairman Jones asked Supervisor Faison what he thought.

Supervisor Faison stated that it was fine.

Supervisor West asked what Chairman Jones was asking for specifically, just a plaque with names of people that have served, or specifically a name and served chair.

Chairman Jones stated yes who was on the Board at this particular time and who was on previous Boards. He stated he would like the names of the full Board.

Supervisor Brown stated he would like to see a picture of the chairmen of the Boards.

Chairman Jones stated he didn't have to see a picture.

Supervisor Young stated yes he did need to have a picture up there.

Chairman Jones stated he didn't want to be like Bin Laden.

Chairman Jones asked what they wanted to do about this.

Supervisor Young said you don't need a motion to get a bid.

Mr. Michael Johnson stated that if you just want to get a quote that they didn't need a motion just to get a quote; but if they were authorizing us to proceed with it he needed a motion.

Supervisor Brown asked if the quote was going to be for a picture of the chairmen also.

Chairman Jones stated he didn't want a picture.

Supervisor Brown said Chairman Jones could get his picture up there.

Chairman Jones said he wasn't speaking about him as such he was thinking about the people who had served since this building was built.

Supervisor Faison made a motion that they go ahead and get the plaques listing the past Board of Supervisors Members who had served since this building had been built.

Supervisor Wyche seconded the motion.

Supervisor West stated he didn't see any point in it really, but he would go with the majority.

The motion passed.

Supervisor Young asked if Taylor Towers was on it.

Chairman Jones states yes Taylor Towers.

Supervisor Brown asked how many Chairmen had they had since this building was erected.

Supervisor Faison stated three.

Mr. Michael Johnson stated three; two were deceased.

Chairman Jones stated that two were deceased and he was on the way out.

Supervisor Brown stated that those individuals that were deceased are a part of the history of this county. When you go to other places you see that. People walk in here and haven't been in Southampton County they don't have an inkling as to what's going on in this county, about the history of this county, or anything. If we have pictures in here it gives them a face to go with the name of the chairman. It's all about our history and culture and heritage.

Supervisor Wyche stated it's all about the seasons and the reasons.

Chairman Jones stated the next item of business was number twelve consideration of bids to demolish Ivor Elementary School.

Mr. Michael Johnson stated as you may recall, Ivor Elementary School was vacated by the School Board upon the opening of Nottoway Elementary and conveyed to the Board of Supervisors in December 2002. The facility was secured and mothballed at the time, but over the course of the past 9 years, the structures and remaining equipment have succumbed to the elements (and vandalism) to a point that they are more of a liability than assets. Simply put, they're blight. Notwithstanding concerted community interest in some type of adaptive repurposing of the building, no one has been able to identify a sustainable source of funding to rehabilitate and maintain the building.

At Supervisor West's request, we obtained competitive bids to demolish the building and stabilize the site. The bids ranged from $24,750 to $54,480 with the low bid submitted by Gray & Sons Construction. These bids did not include removal of the underground storage tank or any asbestos

containing materials, if encountered. We were unable to locate the asbestos survey that the School Board had done while the campus was still being utilized.

The building sits on 8.02 acres and the land is assessed at $64,200. The Town of Ivor has public water nearby and our Comprehensive Plan designates it as single family residential. It is currently zoned Residential R-1.

Subject to your discussion, if you decide to proceed with the demolition, you may wish to further consider abandonment or removal of the underground storage tank and the old sewage package plant, and subsequently auctioning the property to have it placed back on the tax roll.

If the Board is so inclined, a motion is required to accept Gray & Sons bid and proceed with the demolition.

Supervisor West stated that his initial response is the school sits there with the grass growing tall. Plywood has been put at the windows and doors, but it continues to fall off. People want to purchase the building, but then they don't have the funds to make the necessary repairs to be able to use the building. Several churches have wanted to purchase, but can't afford to do repairs. Bob Felts would like to have auctioned as is, but they would still have blight because it would continue to sit. It is dangerous. Kids go into it. He feels it needs to be taken down and the property sold.

Chairman Jones said the buildings are just blight. He stated the old Drewryville School on Highway 58 had been sold three or four times and they can hardly afford to get the grass cut. The building will sit there until it falls down. They need to get rid of it right now before something happens.

Supervisor Faison said he feels like this Board needs to handle it before they leave.

Supervisor Felts asked about the cost to remove the tanks.

Mr. Michael Johnson stated that the cost to remove the tanks is not included in these bids. The tanks do not have to be removed.

Supervisor Faison asked what happens if they find asbestos in the building.

Mr. Michael Johnson stated they would have to revamp.

Supervisor Brown stated that vandalism is happening in abandoned buildings like this. He supports the demolition of the building. It needs to come down now.

Supervisor West says he appreciates the opinions. He supports the demolition of the building. He said the community needs to know the Board will not tolerate blight.

Chairman Jones stated that the bid from Crowder & White stated removal of sidewalk. He asked Mr. Mitchell Gray if his quote including removing the sidewalk as it was stated.

Mr. Mitchell Gray stated he did not bring that information with him tonight but his quote was clearing the site so that should be included.

Chairman Jones asked Mr. Michael Johnson wasn't there some problem with asbestos.

Mr. Michael Johnson stated there had been some mention of asbestos, but they had not been able to find the report.

Supervisor West made a motion to accept Gray & Sons bid and proceed with the demolition.

Supervisor Brown seconded the motion with it being carried unanimously.

SOUTHAMPTON COUNTY
VIRGINIA

Southampton County
26022 Administration Center Drive
P.O. Box 400, Courtland, VA 23837

Phone (757) 653-3015
Fax (757) 653-6227

MEMORANDUM

TO: Mr. Michael W. Johnson, County Administrator

FROM: Jon M. Mendenhall, Assistant County Administrator

SUBJECT: Former Ivor Elementary School Demolition Bids

DATE: 12/12/11

ENCL: Received Bids (3), Sample Contract

CC: File

Southampton County has received bids for the demolition of the former Ivor Elementary School. The scope of work for the project is to demolish the existing building, stabilize the site, and provide for drainage/soil erosion and sedimentation control as appropriate. Two considerations will require special provisions in the contract: 1) any underground storage tank (UST) is to be left protected (UST closure is not part of the contract), 2) any asbestos, lead paint, or other hazardous material if found shall be immediately reported to the County for evaluation (asbestos/lead abatement is not part of the contract).

Bids were solicited informally pursuant to the Virginia Public Procurement Act, Section § 2.2-4303 of the Code of Virginia as amended. The bid results are as follows:

Bidder	Amount
Crowder & White Construction	$29,000.00
Gray & Sons Construction	$24,750.00
Old Dominion Demolition Corporation	$54,480.00

Based upon the bids received staff recommends selection of the lowest responsive bid of $24,750.00 submitted by Gray & Sons Construction. A copy of a sample contract has been included for informational purposes. It has been a pleasure working with the contractor community to provide these bids for review and I look to working at the direction of the Board of Supervisors to see this project to completion.

Gray & SONS CONSTRUCTION INC

26342 Shady Brook Trail Courtland, VA. 23837 Phone 569-8824 Fax 569-8834

Proposal

SUBMITTED TO: Southampton County	ATTN: Jon Mendenhall	DATE: 11/7/2011
ADDRESS: P.O. BOX 400	PHONE: 757-653-3015	JOB NAME/LOCATION: Prospect Bridge Rd Ivor, VA

Gray and Sons Construction is pleased to submit a proposal for demolition of structures on site of the old Ivor Elementary School.

Scope of work:

1) **Mobilization**
2) **Install all necessary erosion controls**
3) **Notify Miss Utility of Virginia**
4) **Demolish structures**
5) **Haul/export debris**
6) **Grade for drainage**

Total onsite: $24,750.00

We propose to hereby furnish material and labor, complete in accordance with above specifications, for the sum of: *$24,750.00*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to best practices. Any alterations or deviations from the above specifications, including extra costs, will be executed only upon written orders and will become an extra charge over and above the estimate above. All agreements are contingent upon strikes, accidents, or delays beyond our control. The owner shall carry fire, tornado, and other necessary insurance. Our workers are fully covered by worker's compensation insurance.

Authorized Signature: Alex J. Gray **Date: 11/7/2011**

CROWDER & WHITE
Contracting
Crowder & White Contracting, LLC
Excavating Contractor

October 20, 2011

Southampton County
P.O. Box 400
Courtland, Virginia 23837

Attn: Mr. John Mendenhall

Re: Ivor School Demolition

We propose to furnish all supervision, labor, materials, and equipment to complete the following:

Demolish and remove from site the former Ivor Elementary School building, including foundations, associated class room trailers, parking lot, sidewalks, etc.

Total Cost: $ 29,000.00

Exclusions and Notes:
Crowder and White Contracting, LLC. will not be responsible for the identification, removal and or disposal of any asbestos containing materials.
All materials demolished such as steel or any other reusable material become property of Crowder and White Contracting upon acceptance of this proposal.

Thank you for the opportunity to quote this work. If we can be of further service please let us know.

Sincerely,

Matthew W. Crowder
President

30065 General Thomas Hwy. • Franklin, VA 23851 • 757.562.2748 • Fax 757.569.1514 • Email: crowderwhite@highlink.net

Nov 23 11 11:02a p.1

OLD DOMINION
DEMOLITION CORP.

November 23, 2011

Southampton County
26022 Administration Center Drive
Post Office Box 400
Courtland, Virginia 23837

Sent via fax
757-653-0227 (fax)
757-653-3005 (phone)
jmendenhall@co.southampton.state.va.us

RE: Proposal #2011-052 Ivor School Demolition

Mr. Mendenhall:

Old Dominion Demolition Corp (ODDC) proposes to demolish and remove the above referenced buildings for the lump sum price of **$54,480.00**

Price includes grade and seed site.

Thank you in advance for the opportunity to quote your project. If we can be of further assistance, please feel free to call.

Sincerely,

Daniel L. Crispino
President

DLC/hjs

C:\Mine\Shared Documents\Bids & Proposals\2011\2011-052 Ivor School Demolition (Jon Mendenhall Southampton County) 11-23-11

P. O. Box 7128 • Portsmouth, Virginia 23707
757-397-5341 phone • 757-397-5267 fax
oldoddmw@aol.com e-mail

Contract #_____ Date: _____ Project: _____

County of Southampton
Project Management Office
PO Box 400
Courtland, Virginia 23837

General Services Contract

County of Southampton Contract Identification Information:
Contract Title: Ivor Elementary School Demolition
This AGREEMENT is entered into between the County of Southampton, Virginia "County", and Gray & Sons Construction Inc., "Contractor".

I. WORK BY CONTRACTOR

The Contractor shall perform the work described in the Scope of Work, which is attached hereto and incorporated via reference as Attachment "A".

II. TERM OF CONTRACT

A. The Contractor will begin providing services on, or about January 3, 2012, or upon execution (signature of both parties), whichever is later, and will complete services on February 10, 2012; however, the Contractor shall not initiate, or otherwise begin work on any services covered by this agreement until notification to proceed is provided by the County's designated personnel.
B. Modification – The County periodically may make changes to the Services that are within the general scope of the Agreement by giving the Contractor written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Contractor as described in Attachment "A", the Contractor's compensation hereunder shall be modified accordingly.
C. Contract Extension – The County shall have an irrevocable option to extend the term of the contract as outlined in subsection A of this section on a monthly basis by providing notice to the Contractor no later than ten (10) days before expiration.

III. PAYMENT

A. The County shall pay the Contractor for such services:

- Lump sum of $24,750.00.

B. The Contractor shall maintain time and expense records, report them to the County monthly and shall submit invoices to the County monthly for payment of work performed to the date of the invoice. Invoices shall be in a format acceptable to the County. The Contractor shall furnish such receipts, documents, and other supporting materials as the County may reasonably request to verify the contents of any invoice.
C. The County shall pay all invoices from the Contractor by mailing payment within thirty (30) days of receipt of a properly completed invoice after approval of the Contractor's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the County for a period of three (3) years after final payment. Copies shall be made available to the County upon request.
E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the work to comply with the Contract requirements and the County shall have the right to withhold payment for such work until it meets the requirements of the Contract.

IV. RESPONSBILITY OF CONTRACTOR

A. Safety – The Contractor shall take all necessary precautions for the safety of employees and property on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinance, and codes. The Contractor shall erect and properly maintain at all times, as required by site and work conditions, all necessary safeguards for the protection of workers and the public.
B. Warranty – The Contractor shall be responsible for correcting any deficiencies and for completing all the work as described in Attachment "A".
C. Employment – Any and all employees of the Contractor under this Contract, shall be considered employees of the Contractor only and not of the County. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as a consequence of an negligent act or omission on the part of the Contractor's employees, while so engaged, in any of the work or serves provided for or rendered herein, shall be the obligation of the Contractor and not of the County.

V. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational disqualification.
B. The Contractor shall comply with all current federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
C. Violation of this Section III shall be a material breach of this Contract and grounds for cancellation, termination or suspension of the Contract by the County, in whole or in part, and may result in ineligibility for further work for the County.

VI. TERMINATION OF CONTRACT

a. The County may terminate the Contract by giving ten (10) days written notice to the Contractor, upon the occurrence of any one (1) or more of the following:
   1. The Contractor makes a general assignment for the benefit of creditors.
   2. A receiver is appointed as a result of the insolvency of the Contractor.
   3. The Contractor refuses or fails to complete the work required herein.
   4. The Contractor fails to make prompt payment to subcontractors for material or labor.
   5. The Contractor disregards federal, state, or local regulations and ordinances.
   6. The Contractor disregards instructions of County as outlined in Section IX, or otherwise substantially violates the terms of this Contract.
   7. The County determines that sufficient funds are not available to fund completion of the work contracted for.
b. This Contract may be terminated by either party without cause upon thirty (30) days written notice. In which event all finished or unfinished material or work of the Contractor pursuant to this Contract shall be submitted to the County, and the Contractor shall be entitled to just and equitable compensation at the rate set forth in Section III or as specified in Attachment "A" for any satisfactory completed work prior to the date of termination.
c. In the event this Contract is terminated by the County, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment "A" is satisfactorily completed, as scheduled, up to the date of termination.

VII. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents and material prepared by the Contractor with funds paid by the County under this Contract shall become the property of the County and shall be forwarded to the County upon its request.

VIII. CLAIMS

Any claim against the County for damages, expenses, costs or extras arising out of the performance of this Contract shall be made in writing within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the County for final payment. The Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which a claim has not been made, unless such application for final payment includes notice of additional claim and fully describes such claim.

IX. GENERAL ADMINISTRATON AND MANAGEMENT

The Assistant County Administrator, or his/her designee, shall be the County's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

X. INDEMINIFICATION AND HOLD HARMLESS

A. The Contractor shall protect, defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the County obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
B. The County shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the County. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the Contractor obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
C. The Contractor will indemnify, defend, and hold the County (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorney's fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

XI. INSURANCE; RISK OF LOSS

The Contractor shall maintain insurance that is sufficient to protect the Contractor's business against all applicable risks. The Contractor will provide the County with certificates of insurance and other supporting materials as the County reasonably may request to evidence Contractor's continuing compliance with this Section XI. The Contractor will be liable for all loss or damage, other than ordinary wear and tear, to the County's property in the Contractor's possession or control that is caused by the Contractor. In the event of any such loss or damage, the Contractor will pay the County

the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage. The Contractor shall promptly report any accident, damage, loss or other claim to the County within three (3) days of such loss.

XII. INDEPENDENT CONTRACTOR

A. Nature of Relationship – The Contractor shall be and act as an independent Contractor (and not as the employee, agent, or representative of the County) in the performance of the Services for the County. The Contract shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Contractor will not represent himself/herself as an employee of the County. The Contractor shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the County. Since the Contractor will not be an employee of the County, the Contractor will not be entitled to any of the benefits that the County may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Contractor permit or cause any of the Contractor's employees, agents or subcontractors to perform any services under the Contract in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the County. In addition, the Contractor acknowledges that as an independent Contractor, he/she/it and/or his/her/its agents, servants or employees are not eligible to recover worker's compensation benefits from or through the County in the event of injury.

B. Contractor Responsible for Taxes and Records – The Contractor will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state or local tax authority with respect to the Contractor's performance of the Services and receipt of fees under the Contract. The Contractor will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the Services under the Contract. No part of the Contractor's compensation will be subject to withholding by the County for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the County be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractors, supplier, or other person working for or engaged by the Contractor to perform the Contractor's obligations under the Contract. The County will regularly report amounts paid to the Contractor by filing documentation with the Internal Revenue Service as required by law.

XIII. FUTURE SUPPORT

The County makes no commitment and assumes no obligations for the support of the Contractor's activities except as set forth in this Agreement.

XIV. GENERAL PROVISIONS

A. Governing Law; Forum – The Contract will be governed by the laws of Virginia and its choice of law rules. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Southampton County, Virginia, with respect to any dispute arising out of or in connection with the Contract, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Contract other than in the aforementioned courts.

B. Severability – If any provision of the Contract is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The County and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

C. Non-waiver – Any failure by the County to enforce strict performance of any provision of the Contract will not constitute a waiver of the County's right to subsequently enforce such provision or any other provision of the Contract.

D. No Assignment – Neither the Contract nor any of the rights or obligations of the Contractor arising under the Contract may be assigned, without the County's prior written consent. Subject to the foregoing, the Contract will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

E. County Marks – The Contractor shall not use any trade name, trademark, service mark, or logo of the County (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the County's express prior written consent.

F. Notices – All notices and other communications under this Contract must be made in writing and must be delivered via any one (1) of the following: email, United States Postal Service, or by hand to the party to whom the communication is addressed.

G. Legal Fees – In any lawsuit between the parties with respect to the matters covered by the Contract, the prevailing party shall be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.

H. Counterparts – The Contract may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

XV. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

In witness whereof, the parties have executed this Contract and it shall be effective as of the last date written below.

Contractor

By: _____

Printed Name: _____

Title: _____

Date: _____

Telephone: _____

County

By: _____

Printed Name: _____

Title: _____

Date: _____

Telephone: _____

Attachment A
Scope of Work

Project Location: Proctor's Bridge Road, Ivor, VA

General Provisions

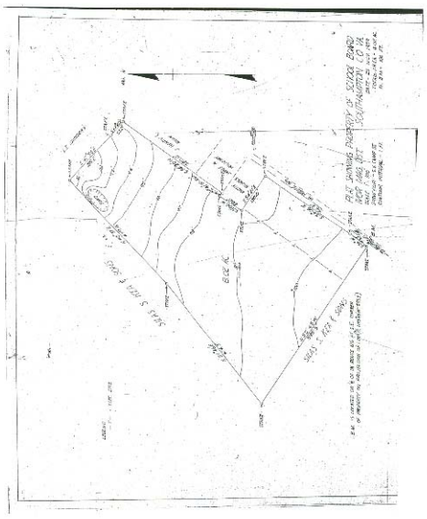
The contractor shall provide all labor and materials including:

1. Mobilization
2. Install all necessary erosion and sedimentation controls
3. Notify Miss Utility of Virginia
4. Demolish structures
5. Haul/export debris
6. Grade for drainage
7. Stabilize site with permanent ground cover

Special Provisions

The following special provisions are made a part of the contract:

1. Any underground storage tank (UST) and appurtenances thereto shall be protected and left undisturbed. Underground storage tank work is not a part of this contract.
2. Any hazardous material including but not limited to asbestos, lead based paint, or other material, if discovered as part of the work, shall be promptly reported to the County for evaluation.
3. Site operations shall only occur between the hours of 8am to 5pm, Monday through Saturday.



Chairman Jones stated the next item of business was item 13 – Required Upgrades to the Boykins Wastewater Treatment Plant.

Mr. Michael Johnson stated that almost immediately after the Virginia Department of Environmental Quality lowered our permitted limit for total recoverable copper in November 2009, we began to experience chronic problems in meeting it, violating our permit on a periodic basis. We've also had significant problems meeting the imposed ammonia limit as well.

Following a series of violations in 2010, we cooperated with VDEQ in seeking to identify the root cause of the problem and what effort culminated into us entering into a voluntary consent order with the State Water Control Board last September. The consent order imposed a civil charge of $4,340 (which has been paid) and requires us to bring the Facility into full compliance by January 1, 2013.

The source of our trouble is linked to two issues. First, there is an accumulation of degraded sludge that has settled to the bottom of the aeration basins. The sludge has the consistency of "play dough", and it's believed that certain constituents, including copper and ammonia, are bound up in it, and periodically released during the biological process. The remedy is to remove the sludge, which sounds relatively simple, but is in fact, rather complex. The basins have to be taken out of service one at the time and drained, after which the sludge will be mechanically removed, dewatered, and transported to a landfill for disposal.

In addition, the synthetic basis liners and the equipment at Boykins are now nearing the end of their expected useful life (15 years). With its age, the equipment is insufficient to meet the new permit limits, even after the degraded sludge is removed. Accordingly, we prepared plans and specifications for equipment upgrades for the mixers, aerators, and clarifiers, as well as replacement of the synthetic liners (to mitigate risk of tearing when removing the sludge).

On September 30, we received 5 sealed bids for the sludge removal and new equipment, ranging from a low bid of $631,012 (Patterson Construction) to a high bid of $873,165 (M&W Construction). The bids are good for 90 days. After adding in a 5% contingency, and the soft costs for preliminary engineering, design, permitting, bidding and construction administration, the total project is expected to run around $856,000.

While we were unsuccessful in locating any grants for the work, Mr. Mendenhall has secured the next best thing – 0% financing. He applied to the Virginia Clean Water Revolving Loan Fund

(VCWRLF), which provides loans to Virginia local government to assist with wastewater treatment plant improvements. Localities may apply for a loan from the VCWRLF Wastewater Loan Program for any expansion, upgrade, extension, replacement, repairs, rehabilitation, and/or additions to publicly-owned wastewater collection and treatment facilities; and any planning and/or costs associated with the above improvements.

The State Water Control Board is expected to officially approve our application at its December 14 meeting (we received unofficial approval in early November) and I expect to receive the letter of funding commitment (at 0% interest) from the Virginia Resources Authority (VRA), who administers the VCWRLF by Friday.

While the size of the capital project is substantial, the fiscal impact is quite manageable. Amortized at 0% for 20 years, the annual fiscal impact, with closing costs factored in, is less than $50,000 annually. I'm pleased to report that Mrs. Lowe has recently coordinated with Dominion Virginia Power to move the Courtland Wastewater Treatment Plant to a different rate tier, which is expected to achieve annual power savings of roughly $50,000, mitigating the budgetary impact of this project.

In light of the consent order, the favorable bid received from Patterson Construction, and the 0% funding commitment from VRA, I'm recommending that you proceed with acceptance of Patterson's bid prior to its expiration date of December 30.

Subject to VRA's letter of funding commitment, a motion is required to accept Patterson Construction Company's bid.

Chairman Jones stated that this work has to be done. They had no alternatives. And they were fortunate to get a loan at 0% interest.

Supervisor West asked what the source of the toxics was.

Mr. Michael Johnson stated the toxics were not from any one particular source. He stated all wastewater has certain toxics. From time to time they have been out of compliance; but by and large they remain fully compliant. They have taken repeat samples. The bottom line is we have to be fully compliant by January 1, 2013.

Supervisor Young stated that it was good to be able to handle without "messing with the budget".

Supervisor Brown said that the $50,000 savings was a good budget impact.

Chairman Jones said our finance director had been hard at work.

Supervisor Young made a motion to accept Patterson Construction Company's bid subject to VRA's letter of funding commitment.

Supervisor Wyche seconded the motion with it carrying unanimously.

Chairman Jones stated item 14 was miscellaneous.

Mr. Michael Johnson stated that in your agenda please find copies of incoming and outgoing correspondence.

Chairman Jones called for item 15 late arriving matters.

Mr. Michael Johnson stated that Supervisor Brown had an item.

Supervisor Brown gave an after action report on the Sesquicentennial 150th Civil War History Mobile & Legacy Project. He stated it had been a success. The total expenses were $2,977.52. He

thanked all the volunteers who had helped with the project. At their last meeting the committee looked at who had fought in the Army and Navy during the Civil War because they would like come up with a granite marker for them. He stated that Mr. Jay Felts had researched and brought the names of those who served during the Civil War. Supervisor Brown presented the Board Members with a printed copy of the After Action Report of the Sesquicentennial 150th Civil War history Mobile & Legacy Project on November 14, 15, & 16, 2011 prior to the meeting.

Chairman Jones thanked Supervisor Brown for getting the history museum and all the work he had done on the sesquicentennial committee.

Chairman Jones asked if anyone else had any comments.

Supervisor Felts stated that it had been great to serve on this Board. She had many opportunities to serve on committees at the state and regional level in various functions. The Board has always had the counties best interest of the citizens at heart. She thanked each Board member for being able to have different opinions, but always staying in one accord. She thinks that says a lot. She wished everyone a Merry Christmas. She will still be at the Board meetings just in a different seat.

Supervisor Young stated he had enjoyed his stay on the Board. He had met some really great people and some not so great. The staff has been conservative. The Board members relationship is good. His stay on the Board was very rewarding.

Supervisor Brown thanked everyone for the opportunity to serve on the Board. He said it had been a great opportunity. He stated he was impressed with the way this Board got along. They had a bonding relationship. His experience is unforgettable. So many boards can't get long, but this Board worked so well together. He thanks the County Administrator and staff. He stated he was like Supervisor Felts he would just be sitting in another seat; but he would return.

Supervisor Wyche stated he had enjoyed his time spent on the Board and working for the people of Southampton County. He stated he had a new bride who he had to leave to attend the meeting today and he promised her they would get back together sometime today. He stated that the people in the county have said they wanted a change and he hoped the change would be good for Southampton County.

Chairman Jones thanked everyone for the support they had given him. He agreed with the fact that some boards were at each other all the time; but this Board had always been on one accord. He stated that he would miss everyone and they just might be getting some calls from him.

Chairman Jones asked if anyone else had anything to bring before the Board.

Mr. Ash Cutchin of Darden Mill Estates asked if the contract with Enviva stated they would hire legal American citizens.

Mr. Michael Johnson stated that it said local people.

There being no further business, Supervisor Wyche made a motion to adjourn.

Supervisor Felts seconded the motion which was carried with a unanimous vote.

_____
Dallas O. Jones, Chairman

_____
Michael W. Johnson

****THIS PAGE INTENTIONALLY LEFT BLANK****

December 19, 2011

December 19, 2011

THIS PAGE INTENTIONALLY LEFT BLANK.

December 19, 2011

December 19, 2011

December 19, 2011

December 19, 2011

December 19, 2011

December 19, 2011

December 19, 2011

December 19, 2011

December 19, 2011

December 19, 2011