

MEMORANDUM

TO: Michael Johnson, County Administrator  
FROM: Beth Lewis, AICP, Community Development Director   
DATE: September 7, 2011  
RE: Demolition of structures on Thomason Road, Newsoms

The Community Development Department is actively working to have removed or repaired dangerous structures within the County under Section 10-6 of the Municipal Code. An ad was placed in the Tidewater News seeking companies to submit qualifications for placement on a bid list to provide demolition services. One company provided qualifications, Gray & Sons Construction, Inc., of Courtland.

Four properties in the Newsoms area have been under review of this Department for several years for violations of Section 10-6 of the Southampton County Municipal Code. Orders have been sent, but no action by the property owners to seek compliance with the orders has been taken. The Community Development Department will have the structures demolished and seeks funding for those demolitions. Following is a brief synopsis of each of the subject properties.

- 23172 Thomason Road, Newsoms, TP 89-31. County tax records show the property is under the ownership of Mary Falkins, 2725 Barclay Avenue, Portsmouth, VA 23702, and is under the control of Rosa Flythe of the same address. A complaint was received in March, 2010 regarding the condition of the property. A notice of violation was sent March 19, 2010, to repair, secure, or remove the structure within five (5) days of receipt of the letter. When no work was done, former Building Inspector Andy Johnson filed a criminal complaint on March 30, 2010, for failure to follow the order. On April 20, 2010, Rosa Flythe failed to appear before the Southampton County General District Court to answer the charge, and the case was tried in her absence. The court ordered Ms. Flythe to pay a fine of \$800 and gave the County the approval to remove the debris and material on the site. The information written on the folder says the case was reheard on May 18, 2010, and the charges were dismissed. The notes say the demolition will be pursued civilly and the structure will be removed upon receipt of successful bid. By the time Andy Johnson left the employ of the County, no further work seems to have been done. On April 28, 2011, Building Official Lee Copeland sent the property owner another letter to seek compliance. The letter provided thirty (30) days to repair, secure, or remove the building, and it was signed for by Rosa Flythe. No such repair or removal has been done.
- 23214 Thomason Road, Newsoms, TP 89-33D. County tax records show the property is under the ownership of Ora Whitfield, 17402 Pittman Road, Boykins, VA 23827. On May 10, 2011, a letter was sent to the owner informing that the building had fallen into a state of disrepair, and repair or demolition was required within thirty (30) days. The letter was returned unopened. A second letter was sent August 11, 2011, and was returned as unclaimed.
- 23226 Thomason Road, Newsoms, TP 89-33F. County tax records show the property is under the ownership of Anita Cutler, P.O. Box 1703, Norfolk, VA 23501. On April 28, 2011, a letter was sent to the owner informing that the building had fallen into a state of

disrepair, and repair or demolition was required within thirty (30) days. The letter was returned, noted as attempted – not known.

- 23240 Thomason Road, Newsoms, TP 89-33H. County tax records show the property is under the ownership of Elmo Harris, 260 Highland Avenue, Somerset, NJ 08873. A complaint was received by Andy Johnson, who, after investigation, sent the owner a letter on April 21, 2010, ordering the repair or removal of the structure within thirty (30) days. On April 28, 2011, Building Official Lee Copeland sent another letter requiring repair or removal within thirty (30) days. The letter was signed for by Frances Harris, the guardian of Elmo Harris. Subsequently, this office received a letter from Frances Harris requesting that the County demolish the structure.

The following bids have been received from Gray & Sons:

TP 89-31 -	\$5,450.00
TP 89-33D -	\$7,550.00
TP 89-33F -	\$7,520.00
TP 89-33H -	<u>\$7,850.00</u>
Total	\$28,370.00

The bid for all four at once is \$27,550.00, a savings of \$820.00.

As required by Section 10-6(b), an advertisement will be published once a week for two successive weeks in the newspaper prior to the demolition of the structures. In addition, a sign will be posted for those two (2) weeks on each property advising of the proposed demolition.

The Community Development department requests that appropriation for the required newspaper advertisement be provided, as well as funds for the demolitions themselves. Section 10-6(c) of the Municipal Code provides the costs and expenses of the implementation of the section are chargeable to and paid by the property owners and may be collected by the County as taxes are collected.

AN ORDINANCE TO AMEND AND REORDAIN SECTION 10-6 OF  
THE SOUTHAMPTON COUNTY CODE AS IT RELATES TO  
THE REMOVAL OR REPAIR OF BUILDINGS OR OTHER STRUCTURES  
THAT MIGHT ENDANGER THE PUBLIC HEALTH OR SAFETY  
OF SOUTHAMPTON COUNTY RESIDENTS

-----

BE IT ORDAINED by the Board of Supervisors of Southampton County, Virginia that the Southampton County Code be, and hereby is, amended to read as follows:

1 **Sec. 10-6. Buildings, other structures; removal, repair, etc.**

2  
3 (a) The owners of property in Southampton County, Virginia shall at such time or times as  
4 the Board of Supervisors, through its agents or employees may prescribe, remove, repair, or secure  
5 any building, wall or any other structure that might endanger the public health or safety of the  
6 residents of Southampton County, Virginia.

7  
8 (b) Southampton County, through its agents or employees, may *remove, repair or secure*  
9 any building, wall or other structure that might endanger the public health or safety of other residents  
10 of Southampton County, Virginia, if the owner and/or lien holder of such property, after reasonable  
11 notice and a reasonable time to do so, has failed to remove, repair or secure the buildings, walls or  
12 other structure.

13  
14 For the purposes of this section, repair may include maintenance work to the exterior of a  
15 building to prevent the deterioration of the building or other adjacent buildings.

16  
17 For the purposes of this section, reasonable notice shall include a written notice (i) mailed by  
18 certified or registered mail, return receipt requested, sent to the last known address of the property  
19 owner, and (ii) published once a week for two (2) successive weeks in a newspaper having general  
20 circulation in the locality.

21  
22 No action shall be taken by Southampton County to remove, repair or secure any building,  
23 wall or other structure for at least thirty (30) days following the latter of the return of the receipt or  
24 newspaper publication, except that the locality may take action to prevent unauthorized access to the  
25 building within seven (7) days of such notice if the structure is deemed to pose a significant threat to  
26 public safety and if such fact is stated in the notice.

27  
28 (c) In the event Southampton County, Virginia, through its agents or employees, removes,  
29 repairs or secures any building, wall or other structure after complying with the notice provisions of  
30 this section, the costs or expenses thereof shall be chargeable to and paid by the owners of such  
31 property and may be collected by Southampton County, Virginia as taxes are collected.

33 (d) Every charge authorized by this section with which any such property has been assessed  
34 and that remains unpaid shall constitute a lien against such property ranking on a parity with liens for  
35 unpaid real property taxes and enforceable in the same manner as provided in Articles 3 (§58.1-3940  
36 et. seq.) and 4 (§58.1-3965 et. seq.) of Chapter 39 of Title 58.1 of the 1950 Code of Virginia, as  
37 amended.

38  
39 A locality may waive such liens in order to facilitate the sale of such property. Such liens  
40 may be waived only to a purchaser who is unrelated by blood or marriage to the owner and who has  
41 no business association with the owner. All such liens shall remain a personal obligation of the  
42 owner of the property at the times the liens were imposed.

43  
44 (e) It shall be unlawful for any owner of any parcel of land within Southampton County,  
45 Virginia to fail to remove, repair or secure the building, wall or other structure after reasonable  
46 notice and a reasonable time to do so, as provided herein above. In addition to collection of the costs  
47 or expenses as provided for above, the County Administrator may order a civil penalty in an amount  
48 not exceeding ONE THOUSAND DOLLARS (\$1,000.00) for each violation of this ordinance.

49  
50 *The effective date of this ordinance shall be November 1, 2010.*

51  
52 For state law authority, please see § 15.2-906 of the 1950 Code of Virginia, as amended.

A copy teste: \_\_\_\_\_, Clerk  
Southampton County Board of Supervisors  
Adopted: October 25, 2010



26343 Shady Brook Trail Courtland, VA. 23837 Phone 569-8824 Fax 569-8824

### *Proposal*

<b>SUMMITTED TO :</b> Southampton County	<b>ATTN:</b> Building and Zoning Dept.	<b>DATE:</b> 8/16/2011
<b>ADDRESS</b> P.O. BOX 400	<b>PHONE:</b>	<b>JOB NAME/LOCATION:</b> Thomaston Road, Newsoms, VA

Gray and Sons Construction is pleased to submit a proposal for Demolition of structures on Property Labeled ;(1)Tax Map Parcel 31, Thomaston Road, Newsoms, VA  
(2)Tax Map Parcel 33F, Thomaston Road, Newsoms, VA  
(3)Tax Map Parcel 33H, Thomaston Road, Newsoms, VA  
(4)Tax Map Parcel 33D, Thomaston Road, Newsoms, VA

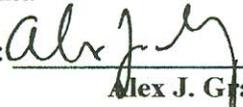
*Scope of work:*

- 1) Mobilization
- 2) Install all necessary erosion controls
- 3) Notify Miss Utility
- 4) Demolish structures
- 5) Haul/Export debris
- 6) Grade for Drainage

*Total Onsite \$27,550.00*

**We propose to herby furnish material and labor complete in accordance with above specifications, for the sum of: \$27,550.00**

All Material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed through written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, drastic fuel price surges, Accidents or delays beyond our control. Owner shall carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

Authorized Signature:   
Alex J. Gray

Date: 8/16/2011