

At a regular meeting of the Southampton County Board of Supervisors held in the Board Room of the Southampton County Office Center at 26022 Administration Center Drive, Courtland, Virginia on February 26, 2007 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)
James A. Randolph, Assistant County Administrator
Julia G. Williams, Finance Director
Robert L. Barnett, Director of Community Development
Julien W. Johnson, Jr., Public Utilities Director
Richard E. Railey, Jr., County Attorney
Susan H. Wright, Administrative Secretary

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

Chairman Jones sought approval of the minutes of the January 22, 2006 Regular Meeting. They were approved as presented, as there were no additions or corrections.

Regarding highway matters, Chairman Jones recognized Mr. Joe Lomax, Residency Administrator of the VDOT Franklin Residency.

Mr. Lomax advised that they had placed curve warning signs and an advisory speed sign on Route 684, a share-the-road sign on Route 609, and pedestrian crossing signs at Shiloh Baptist Church on Route 606. They were adding stone to driveways in Courtland and were unstopping some areas on Routes 638, 637 and 671 caused by beavers. He stated that they were beginning to work on the ditch in Newsoms, per Mrs. Ruby Worrell's complaint, patching potholes on Route 58 in the Capron area, and starting to move equipment from the closed Berlin Area Headquarters to the Franklin and Capron Area Headquarters.

Mr. Lomax advised that there was increased litter along the roads. His crews were doing what they could to help pick it up, but they really needed to concentrate on roads and ditches and not litter.

Supervisor Wyche advised that he was getting calls/concerns about children playing on Medicine Springs Road near Indian Woods Trail. Mr. Lomax remarked that the children really did not need to be playing near or at the road, but he would look at it again and see what they could do.

Supervisor West asked, regarding the plant mix schedule that was handed out last month, when would that start? Mr. Lomax advised that it depended on the contractor, but noted that the last few years the contractor started July 1.

Supervisor West asked to where or whom should he make the request for the cleaning out of outfall ditches? Mr. Lomax replied that that request should be made to the Superintendent's Office.

Supervisor West remarked that it was interesting that you could kill a beaver so many feet off of the road but could not clean out ditches.

Vice-Chairman Young asked what was the status of Edgehill? Mr. Lomax replied that it had been

in the hands of the hydraulic engineers for a month – he needed to follow up with them.

Supervisor Brown asked Mr. Lomax to provide him with an update on Statesville Road concerning the ditches and also Children-At-Play signs on Riverdale Road.

Supervisor Brown stated that he appreciated the participation of Mr. Jerry Kee, VDOT's Assistant Residency Administrator, at community meetings he had had in Newsoms. He thanked Mr. Lomax for his assistance with the Chereonhaka Indian Tribe's recent adoption/sponsorship of a roadway through Adopt-A-Highway.

Mr. Lomax advised that regarding Adopt-A-Highway, some organizations were not fulfilling their commitment. They would soon be calling those organizations and asking them to begin picking up the trash like they had committed. If they did not, they would pull the Adopt-A-Highway sponsorship from them and perhaps offer them to other organizations.

Supervisor Felts thanked Mr. Lomax for working on Oak Street.

Supervisor Faison thanked Mr. Lomax for all of his assistance. He asked if they had looked at Ivey Tract Road? Mr. Lomax advised that they had not looked at that yet.

Regarding reports, various reports were received and provided in the agenda. They were Financial, Sheriff's Office, Animal Control, Communication Center Activity Report, Traffic Tickets, and Building Inspections. Also New Housing Starts, Cooperative Extension, EMS and Fire Department Activity, Solid Waste Quantities, and Personnel.

In regards to the sheriff's office report, Sheriff Vernie Francis advised that SB 1047, which would convey a 40-acre parcel around the Jail Farm to Southampton County at no cost to the County, passed the Senate and the House and was on the Governor's desk.

In regards to the new housing starts report, Mr. Johnson confirmed for Supervisor West that 4 new housing starts was significantly lower than normal. He noted, however, that January historically had fewer new housing starts due to things such as the cold weather.

In regards to cooperative extension, Vice-Chairman Young advised that they interviewed for a 4-H Agent but he had not heard anything back yet.

In regards to the solid waste quantities report, Mr. Johnson explained that although for the first 7 months of implementation of the attended sites there was a net loss of -\$7,659 (\$90,966 avoided costs - \$98,625 implementation costs), avoided costs would continue to rise, as SPSA's tipping fee was proposed to increase to \$100/ton effective July 1, 2007.

Supervisor West asked if illegal dumping outside the gates at the dump sites was still a problem? Mr. Johnson replied more so at some sites than others, but they were trying to address it.

In regards to the personnel report, Mr. Johnson advised that Kelly L. Vargo was hired in the Sheriff's Office effective 01/01/07 at an annual salary of \$24,709. Jeffrey D. Holt was hired in the Sheriff's Office effective 02/01/07 at an annual salary of \$24,709. Richard L. Bradshaw, Jr. was hired in the Sheriff's Office effective 02/01/07 at an annual salary of \$23,974. He informed that Deborah C. Ledbetter resigned from the Sheriff's Office effective 01/31/07 and Jimmy L. Aleshire resigned from the Sheriff's Office effective 01/31/07.

Moving to financial matters, Mr. Johnson announced that included in the agenda was an appropriations resolution with total appropriations of \$2,357,936.94. Of the total appropriation, \$26,727.68 would come from the unappropriated general fund reserve, since the associated expenses were not included in the FY 2007 annual budget and there were no other sources of identified funding. A full breakdown of those items was included in the agenda. Otherwise, revenue in the amount of \$1,705,294.99 was being carried over from the prior fiscal year, and the balance of \$625,914.27 had been received from the sources indicated and was available for the itemized expenditures upon order of the Board.

The appropriations resolution is as follows:

APPROPRIATIONS - FEBRUARY 26, 2007

NEW MONEY REQUIRED FOR FEBRUARY 2007 APPROPRIATION

GENERAL FUND

12,750.00	BOARD OF SUPERVISORS/GENIEVE SHELTER
1,000.00	BOARD OF SUPERVISORS/GIRLS SOFTBALL TEAM
2,500.00	BOARD OF SUPERVISORS/WHRO PIONEER BANQUET
985.16	BOARD OF ASSESSORS/OFFICE EXPENSES
5,000.00	SHERIFF/SICK LEAVE/RETIREE
570.00	MENTAL HEALTH SERVICES/WTCSB CONSUMER FUND
3,922.52	COMPREHENSIVE SERVICES ACT/MATCH/STATE FUNDS
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26,727.68	TOTAL NEW MONEY/GENERAL FUND

GENERAL FUND - CARRY-OVER FUNDS

4,613.77	BOARD OF SUPERVISORS/BOARD RETREAT
47,130.97	BOARD OF ASSESSORS/REASSESSMENT
4,500.00	CLERK OF THE CIRCUIT COURT/COST COLLECTIONS
21,394.42	COMMONWEALTH'S ATTORNEY/COST COLLECTIONS
6,097.26	SHERIFF/CAMP FOUNDATION/EDUCATION
2,442.93	SHERIFF/DARE
7,908.26	SHERIFF/CRIME PREVENTION
13,596.18	SHERIFF/PROJ LIFESAVER
1,059.05	EMERGENCY SERVICES/CAMP FOUNDATION/DISASTER PREPAREDNESS EQUIPMENT
25,412.88	COMPREHENSIVE SERVICES ACT/ADMIN
1,723.12	PLANNING/ZONING/LITTER CONTROL
3,628.10	PLANNING/ZONING/COMPREHENSIVE PLAN
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139,506.94	TOTAL CARRY-OVER/GENERAL FUND

BUILDING FUND - CARRY-OVER FUNDS

1,371,990.00	RADIO SYSTEM CAPITAL COST/LOAN PROCEEDS
8,896.55	GIS
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1,380,886.55	TOTAL CARRY-OVER/BUILDING FUND

ENTERPRISE FUND - CARRY-OVER FUNDS

184,901.50	UNEXPENDED FY 06/TURNER TRACT
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184,901.50	TOTAL CARRY-OVER/ENTERPRISE FUND

11010 BOARD OF
SUPERVISORS

- (1) Received reimbursement for personal expenses VACO/Supervisor Young (\$241.56)
- (2) Carry-over Camp-Younts Foundation funds from FY 06 earmarked for Board Retreat (\$4,613.77) **CARRY-OVER FUNDS**
- (3) Funds previously approved by Board for the Genieve Shelter for transitional housing project and sponsorship (\$12,750) **NEW MONEY**
- (4) Funds previously approved by Board for Girls Softball Team/Wakefield Baseball (\$1,000) **NEW MONEY**
- (5) Funds previously approved by Board for the WHRO Pioneer Banquet (\$2,500) **NEW MONEY**

12320 BOARD OF ASSESSORS

Carry-over funds not expended in FY 2006 for reassessment (\$47,130.97) **CARRY-OVER FUNDS;**
(\$985.16) **NEW MONEY**

12550 INSURANCE/COUNTY
CODE

Reimbursement received from retirees for BCBS (\$12,528)

13200 REGISTRAR

State reimbursement for Poll Place Accessibility received (\$26,065.80)

21100 CIRCUIT COURT

State reimbursement received for jurors & witnesses (\$8,724.29)

21600 CLERK OF THE CIRCUIT
COURT

- (1) Cost collection carry-over funds used to supplement deputy clerks' salaries (\$4,500) **CARRY-OVER FUNDS**
- (2) Three grants received from the Virginia Circuit Court Records Preservation Program (\$60,214)

22100 COMMONWEALTH'S
ATTORNEY

- (1) Cost collection carry-over funds to be used for Tuition Assistance Program (\$7,065.80) **CARRY-OVER FUNDS**
- (2) Cost collection carry-over funds to be used for dues (\$130) **CARRY-OVER FUNDS**
- (3) One-half of FY 06 cost collection carry-over funds required to be returned to the state (\$14,198.62) **CARRY-OVER FUNDS**

31200 SHERIFF
LAW ENFORCEMENT

- (1) County funds required for sick leave pay for retiree/Gentry (\$5,000) **NEW MONEY**
- (2) Reimbursement received from Southampton High School for football security (\$2,431.80)
- (3) Reimbursement received from State Farm Mutual Automobile Ins (\$417.40)
- (4) Reimbursement received for extradition of inmates (\$815.20)
- (5) Reimbursement rec'd from Virginia Community Policing Institute for training/Wyche (\$237.34)
- (6) Camp Foundation funds earmarked for Education/ Scholarships brought forward from FY 2006 (\$6,097.26) **CARRY-OVER FUNDS**

	(7) Reimbursement rec'd from employees for uniforms (\$148.90)
	(8) Refund rec'd from Gall's (\$209.95)
	(9) Funds earmarked for Crime Prevention brought forward from FY 2006 (\$7,908.26) CARRY-OVER FUNDS
	(10) Funds earmarked for DARE Program brought forward from FY 2006 (\$2,442.93) CARRY-OVER FUNDS
31600 SHERIFF PROJECT LIFESAVER	(1) Carry-over donations from Camp/Campbell Funds & others earmarked for Project Lifesaver (\$13,596.18) CARRY-OVER FUNDS
	(2) Contributions received for Project Lifesaver (\$50)
32200 VOLUNTEER FIRE DEPTS	(1) Reimbursements rec'd from Sedley Vol Fire and Drewryville Vol Fire for electrical services (\$1,889.26)
	(2) Fire Program funds received for Volunteer Fire Departments (\$35,626)
33100 DETENTION	(1) Reimbursement from Sussex County for inmate medication (\$167.45)
	(2) Reimbursement rec'd from other localities for housing of inmates (\$6,021.16)
	(3) Capital credit received (\$1,874.11)
	(4) Reimbursement rec'd for postage/inmate trust (\$40.28)
	(5) Reimbursement rec'd from employee for uniforms (\$57)
34000 BUILDING DEPT	Funds received for registration for Building Seminar (\$460)
35500 EMERGENCY SERVICES	(1) Funds previously received from Camp Foundations for disaster preparedness equipment (\$1,059.05) CARRY-OVER FUNDS
43000 BUILDINGS & GROUNDS	Reimbursement received from Dept of Social Services and Health Dept for telephones (\$3,902.53)
51400 SR CITIZEN HOME HLT SERVICE	Reimbursement rec'd for Visiting Nurse for salary, fringe benefits, & travel (\$20,702.45)
52000 MENTAL HEALTH SERV	Funds previously approved by Board for Western Tidewater Com Services Board Consumer Fund (\$570) NEW MONEY
53500 COMPREHENSIVE SERVICES ACT	(1) CSA earmarked carry-over administrative funds from previous year (\$25,412.88) CARRY-OVER FUNDS
	(2) Increase to CSA budget for FY 07--new state funds (\$8,221.48) and required local funds (\$3,922.52) NEW MONEY
72200 RAWLS MUSEUM ARTS	Local Government Challenge Grant received for Rawls Museum Arts (\$5,000)
81100 PLANNING & ZONING	(1) Litter Control Grant funds received for FY 2007 (\$12,480)

(2) Litter Control Grant funds rec'd in FY 06 & not expended (\$1,723.12) **CARRY-OVER FUNDS**
 (3) Funds brought forward from FY 06 budgeted for Comprehensive Plan (\$3,628.10) **CARRY-OVER FUNDS**

82500 SOIL & WATER CONSERVATION Reimbursement rec'd for personnel costs (\$53,075.31)

83500 COOPERATIVE EXTENTION Grant received for pesticide container recycling program (\$1,875.00)

91400 NON-DEPARTMENTAL (1) Contributions rec'd from Camp Foundation, Camp-Younts Foundation, & Ruth Camp Campbell Foundation (\$68,000)

LOCAL UTILITY TAX BLDG FD (1) Carry-over loan proceeds from FY 06 for radio system capital cost (\$1,371,990) **CARRY-OVER FUNDS**
 (2) Carry-over GIS funds from FY 06 (\$8,896.55) **CARRY-OVER FUNDS**

ENTERPRISE FUND (1) Funds budgeted FY 06 for Turner Tract brought forward for Utility Extension Access Road (\$184,901.50) **CARRY-OVER FUNDS** & estimate of state funds (\$294,000)
 (2) Safety grant received from VML (\$438.00)

At a meeting of the Board of Supervisors of Southampton County, Virginia on Monday, February 26, 2007

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of Southampton County, Virginia that the following appropriations be and hereby are made from the Fund to the Fund for the period of July 1, 2006 through June 30, 2007 for the function and purpose indicated:

From the General Fund to the General Operating Fund to be expended only on order of the Board of Supervisors:

4-100-11010-5500	TRAVEL CONVENTION, EDUCATION	241.56
11010-5510	TRAVEL BOARD RETREAT	4,613.77
11010-5652	GENIEVE SHELTER	12,500.00
11010-5652	GENIEVE SHELTER	250.00
11010-5657	WAKEFIELD BASEBALL/GIRLS SOFTBALL	1,000.00
11010-5685	WHRO PIONEER GALA	2,500.00
12320-1011	COMPENSATION-BD OF EQUALIZATION	13,140.00
12320-1300	PART-TIME SALARIES	4,350.00

12320-2100	FICA	332.78
12320-2600	UNEMPLOYMENT INSURANCE	18.45
12320-3005	MAINTENANCE SERVICE CONTRACT	546.18
12320-3170	APPRAISAL FIRM	26,598.21
12320-3170	APPRAISAL FIRM	985.16
12320-3600	ADVERTISING	510.98
12320-5230	TELECOMMUNICATIONS	1,099.41
12320-6001	OFFICE SUPPLIES	534.96
12550-2300	HOSPITAL PLAN	12,528.00
13200-8200	CAPITAL OUTLAY	26,065.80
21100-3848	JURORS & WITNESSES - STATE	8,724.29
21600-1375	COMPENSATION-REFORMATTING GRANT	2,000.00
21600-5830	COLLECTION FEE ACCOUNT	4,500.00
21600-3860	SECURITY SYSTEM GRANT/CAMERAS	13,987.00
21600-3861	REFORMATTING GRANT	42,668.00
21600-3866	GRANT-RECORDS PRESERVATION	1,559.00
22100-5540	EDUCATION/TUITION	7,065.80
22100-5810	DUES	130.00
22100-5830	REFUND-COLLECTION FEE ACCOUNT	14,198.62
31200-1325	SICK LEAVE	5,000.00
31200-1901	PART-TIME/SOUTHAMPTON HIGH SCHOOL	1,863.00
31200-1901	PART-TIME/SOUTHAMPTON HIGH SCHOOL	396.00
31200-2100	FICA	142.51
31200-2100	FICA	30.29
31200-3310	REPAIR & MAINTENANCE	417.40
31200-5500	TRAVEL CONVENTION, EDUCATION	522.57
31200-5500	TRAVEL CONVENTION, EDUCATION	46.28
31200-5500	TRAVEL CONVENTION, EDUCATION	246.35
31200-5500	TRAVEL CONVENTION, EDUCATION	237.34
31200-5540	EDUCATION/SCHOLARSHIPS CAMP-YOUNTS FD	6,097.26
31200-6011	UNIFORMS & APPAREL	24.95
31200-6011	UNIFORMS & APPAREL	209.95
31200-6011	UNIFORMS & APPAREL	50.00
31200-6011	UNIFORMS & APPAREL	73.95
31200-6025	CRIME PREVENTION	7,908.26
31200-6030	DARE	2,442.93
31600-5510	TRAINING/EQUIP PROJ LIFESAVER	13,596.18
31600-5510	TRAINING/EQUIP PROJ LIFESAVER	50.00
32200-5110	ELECTRICAL SERVICES	416.41
32200-5110	ELECTRICAL SERVICES	1,472.85
32200-5843	STATE FUNDS/FIRE PROGRAM FUNDS	35,626.00
33100-3110	PROFESSIONAL HEALTH SERVICES	167.45
33100-3800	PURCHASE OF SERVICE-OTHER INSTITUTIONS	2,160.00
33100-3800	PURCHASE OF SERVICE-OTHER INSTITUTIONS	1,290.00
33100-3800	PURCHASE OF SERVICE-OTHER INSTITUTIONS	491.16
33100-3800	PURCHASE OF SERVICE-OTHER INSTITUTIONS	310.00
33100-3800	PURCHASE OF SERVICE-OTHER INSTITUTIONS	1,770.00
33100-5110	ELECTRICAL SERVICES	1,874.11
33100-5210	POSTAGE	17.44
33100-5210	POSTAGE	22.84
33100-6011	UNIFORMS & APPAREL	57.00
34000-5500	TRAVEL CONVENTION, EDUCATION	250.00
34000-6001	OFFICE SUPPLIES	210.00
35500-8200	DISASTER PREPAREDNESS EQUIP/CAMP FD	1,059.05
43000-5241	TELECOM-SOC SER/HEALTH	1,608.72
43000-5241	TELECOM-SOC SER/HEALTH	1,752.83
43000-5241	TELECOM-SOC SER/HEALTH	201.75

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43000-5241	TELECOM-SOC SER/HEALTH	339.23
51400-1100	SALARIES & WAGES REGULAR	13,968.68
51400-2700	WORKER'S COMPENSATION	1,003.74
51400-2851	FRINGE BENEFITS	4,955.28
51400-5510	TRAVEL MILEAGE	774.75
52000-5620	WESTERN TIDEWATER COM SERVICE BOARD	570.00
53500-5666	ADMINISTRATIVE ALLOCATION	25,412.88
53500-5667	STANDARD ALLOCATION	8,221.48
53500-5667	STANDARD ALLOCATION	3,922.52
72200-5601	CONTRIBUTION-GOV'T CHALLENGE/VA COMM	5,000.00
81100-5647	LITTER CONTROL GRANT	12,480.00
81100-5647	LITTER CONTROL GRANT	1,723.12
81100-5649	COMPREHENSIVE PLAN	3,628.10
82500-1100	SALARIES & WAGES REGULAR	34,674.77
82500-1200	OVER-TIME SALARIES	5,554.12
82500-2100	FICA	3,028.49
82500-2210	RETIREMENT	2,302.42
82500-2215	RETIREMENT-EMPLOYEE	1,733.71
82500-2300	HOSPITAL PLAN	5,390.00
82500-2400	GROUP INSURANCE	391.80
83500-3861	GRANT #2	1,875.00
91400-5671	CAMP CAMPBELL FUNDS	68,000.00
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	TOTAL	497,710.89

REVENUE APPROPRIATION FEBRUARY 2007
 (REVENUE RECEIVED FOR ABOVE EXPENDITURES)

GENERAL FUND		
3-100-16040-0003	REIMBURSEMENT VFD-VRS	416.41
3-100-16040-0003	REIMBURSEMENT VFD-VRS	1,472.85
3-100-16050-0001	CHARGES FOR DETENTION	2,160.00
3-100-16050-0001	CHARGES FOR DETENTION	1,290.00
3-100-16050-0001	CHARGES FOR DETENTION	491.16
3-100-16050-0001	CHARGES FOR DETENTION	310.00
3-100-16050-0001	CHARGES FOR DETENTION	1,770.00
3-100-16090-0001	HEALTH-TELEPHONE	1,608.72
3-100-16090-0001	HEALTH-TELEPHONE	201.75
3-100-16110-0001	SOCIAL SERVICES-TELEPHONE	1,752.83
3-100-16110-0001	SOCIAL SERVICES-TELEPHONE	339.23
3-100-16120-0001	REIMB-SOIL & WATER SALARIES	53,075.31
3-100-16170-0001	PROJECT LIFESAVER	50.00
3-100-18030-0003	EXPENDITURE REFUND	2,005.51
3-100-18030-0003	EXPENDITURE REFUND	426.29
3-100-18030-0003	EXPENDITURE REFUND	241.56
3-100-18030-0003	EXPENDITURE REFUND	1,874.11
3-100-18030-0003	EXPENDITURE REFUND	167.45
3-100-18030-0003	EXPENDITURE REFUND	17.44
3-100-18030-0003	EXPENDITURE REFUND	22.84

3-100-18030-0003	EXPENDITURE REFUND	73.95
3-100-18030-0003	EXPENDITURE REFUND	460.00
3-100-18030-0003	EXPENDITURE REFUND	50.00
3-100-18030-0003	EXPENDITURE REFUND	24.95
3-100-18030-0003	EXPENDITURE REFUND	209.95
3-100-18030-0003	EXPENDITURE REFUND	57.00
3-100-18030-0003	EXPENDITURE REFUND	237.34
3-100-18030-0004	INSURANCE CLAIMS & DIVIDENDS	417.40
3-100-18030-0005	HOSPITAL PLAN	12,528.00
3-100-18990-0025	CAMP/CAMPBELL FOUNDATION	68,000.00
3-100-23020-0007	EXTRADITION EXPENSES	522.57
3-100-23020-0007	EXTRADITION EXPENSES	46.28
3-100-23020-0007	EXTRADITION EXPENSES	246.35
3-100-23060-0004	ELECTION/POLL PLACE ACCESSIBILITY	26,065.80
3-100-24040-0012	FIRE PROGRAM FUND ALLOCATION	35,626.00
3-100-24040-0014	JURORS & WITNESSES	8,724.29
3-100-24040-0015	SEVAMP-VISITING NURSE	20,702.45
3-100-24040-0020	LITTER CONTROL GRANT	12,480.00
3-100-24040-0023	CIRCUIT COURT GRANT	60,214.00
3-100-24040-0052	COMPREHENSIVE SERVICES ACT	8,221.48
3-100-24040-0056	VA COM FOR THE ARTS-RMA	5,000.00
3-100-24040-0065	RECYCLE GRANT-EXTENSION	1,875.00
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	12,500.00
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	250.00
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	1,000.00
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	2,500.00
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	985.16
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	5,000.00
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	3,922.52
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	570.00
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	4,500.00
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	130.00
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	7,065.80
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	14,198.62
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	1,723.12
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	1,059.05
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	2,442.93
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	7,908.26
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	6,097.26
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	25,412.88
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	4,613.77
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	47,130.97
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	13,596.18
3-100-41050-0005	TRANSFER IN-GENERAL FUND RESERVE	3,628.10
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	REVENUE GENERAL FUND	497,710.89
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3-300-61010-0001	RESERVE FUNDS	8,896.55
3-300-61010-0001	RESERVE FUNDS	1,371,990.00
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	REVENUE LOC UTIL TAX BLDG FD	1,380,886.55
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3-500-16100-0025	MATCHING SAFETY GRANT PROGRAM	438.00
3-500-16500-0001	RESERVE/UTIL EXTEN ACCESS ROAD	184,901.50
3-500-24040-0001	VDOT/UTILITY EXTENSION ACCESS ROAD	294,000.00

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REVENUE ENTERPRISE FUND

479,339.50

TOTAL APPROPRIATION

2,357,936.94

A copy teste: _____, Clerk
Michael W. Johnson

Southampton County Board of Supervisors
02/26/07

Vice-Chairman Young moved, seconded by Supervisor West, to adopt the appropriations resolution. All were in favor.

Mr. Johnson advised that bills in the amount of \$1,537,539.66 were received.

Vice-Chairman Young moved, seconded by Supervisor Brown, that the bills in the amount of \$1,537,539.66 be paid with check numbers 80136 through 80600. All were in favor.

Moving forward, Mr. Johnson announced that first adopted in 1993, Section 10-6 of the Southampton County Code provided Southampton County the statutory authority to require the removal or repair of buildings or structures that endangered public health or safety. Since its original adoption, the enabling legislation in the Code of Virginia had been amended on numerous occasions (1994, 1995, 1996, 1997, 1999, 2003, 2004, and 2006), but our local ordinance had never been updated to reflect those changes. He advised that Mr. Richard Railey, County Attorney, had prepared an ordinance amendment for their consideration, which was included in the agenda. Once adopted, it would cause the language in our local ordinance to closely track the language in the state code.

Attorney Railey clarified that the ordinance amendment would define the notice to the landowner and would give the County Administrator the authority to access a civil penalty up to \$1,000 in addition to recovery costs.

Vice-Chairman Young moved, seconded by Supervisor West, to advertise the ordinance amendment for public hearing at the regular session of March 26, 2007. All were in favor.

Accordingly, a First Reading was held on the following ordinance amendment:

Sec. 10-6. Buildings, other structures; Removal, Repair, etc.

BE IT ORDAINED by the Board of Supervisors of Southampton County, Virginia that the

Southampton County Code be, and hereby is, amended as follows:

Sec. 10-6. Buildings, other structures; Removal, Repair, etc.

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

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

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

For the purpose of this section, reasonable notice includes a written notice (i) mailed by

certified or registered mail, return receipt requested, sent to the last known address of the property owner, and (ii) published once a week for two (2) successive weeks in a newspaper having general circulation in the locality.

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

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

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

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

(E) It shall be unlawful for any owner of any parcel of land within Southampton County, Virginia to fail to remove, repair or secure the building, wall or other structure after reasonable notice and a reasonable time to do so, as provided herein above. In addition to collection of the costs or expenses, as provided for above, the County Administrator may order a civil penalty in an amount not exceeding ONE THOUSAND DOLLARS (\$1000.00) for each violation of this ordinance.

The effective date of this ordinance shall be April 1, 2007.

State law reference: §15.2-906

Proceeding to the public hearings, Mr. Johnson announced that the first public hearing was to consider the following:

REZ 2006:18 Application filed by Narvie F. Britt, Jr. (owner) requesting a change in zoning classification from A-1, Agricultural to C-RR, Conditional Rural Residential approximately 2.78 acres from a 102 acre parent tract for the purpose of one (1) residential building lot, as conditioned. The application is subject to the standards provided under the Timed Approach, Section 18-178 of the Southampton County Code. The subject property is located on the east side of New Road (Rt. 622) approximately 1 mile south of the Town of Ivor Corporate Limits. The property is further identified as a portion of Tax Map Parcel 15-34 and is located in the Berlin-Ivor Magisterial District.

Mr. Jay Randolph, Assistant County Administrator and Secretary to the Planning Commission, reported that the Planning Commission held a public hearing on this application at its meeting on December 14, 2006. The Commission tabled the application to allow the applicant to meet with staff and discuss in further detail the Rural Residential Zoning Ordinance and the adopted Cash Proffer Policy. The Commission reviewed the application again at its January 11, 2007 meeting and recommended approval subject to all voluntary proffers.

The applicant had proffered the following:

- To utilize the Timed Approach Option in which he could only apply for one lot every 3 years; and
- A voluntary cash proffer in the amount of \$1,728.00 to be paid upon issuance of the building permit.

Chairman Jones opened the public hearing.

Mr. Narvie F. "Frank" Britt, Jr., owner/applicant advised that he would appreciate them approving his request.

Supervisor West stated that it was in a good location and there were no objections that he knew of.

Chairman Jones closed the public hearing.

Supervisor West moved, seconded by Supervisor Brown, to accept the Planning Commission's recommendation and approve the conditional rezoning, subject to all voluntary proffers. All were in favor.

Mr. Johnson announced that the second and final public hearing was to consider the following:

CUP 2007:01 Application filed by Annette Dooley (owner) requesting a conditional use permit for a Commercial Dog Kennel pursuant to Section 18-37 (21) of the Southampton County Code in order to keep more than five (5) adult dogs. The property is located at 31312 Vicks Millpond Road, Branchville, Virginia. The property is identified as Tax Map Parcel 99-15E1 and is located in the Boykins-Branchville Magisterial District.

Mr. Randolph reported that the Planning Commission held a public hearing on this application at its January 11, 2007 meeting and recommended denial. He noted that excerpts of those meeting minutes were included in the agenda.

Chairman Jones opened the public hearing.

Supervisor Brown asked if the applicant intended to breed the dogs? He was asking because the application indicated that she was applying for a *commercial* dog kennel. Mr. Randolph replied no – she only intended to house the dogs to his knowledge. He clarified that the Southampton County Code defined a commercial dog kennel as what was needed for the keeping of more than 5 adult dogs *or* what was needed for the breeding and selling of dogs. The applicant was requesting the commercial dog kennel for the keeping of more than 5 adult dogs.

Mr. Harrell Turner addressed the Board. He advised that he was an adjoining land owner and forester. The last time he was on the adjoining property, no less than 4 dogs from Ms. Dooley's residence came towards him. He had been approached by numerous dogs from her property on many occasions during the last year. He opposed the conditional use permit.

Ms. Annette Dooley, owner/applicant, addressed the Board. She stated that she moved to Southampton County from Virginia Beach to live in peace and not fear. In Virginia Beach, her house was broken into and robbed. Since moving to Southampton County, her son had been cussed by adult males while he was trying to build a fence around the house. Some of her dogs had been stolen, some had been deliberately run over, and some had been shot. She had buried up to 16 animals because of her neighbors and friends. One gentleman guaranteed her house to burn. The Sheriff's Department did nothing because it was a misdemeanor. Her dogs were her protection – they protected her property. She advised that all of her dogs were under the care of local veterinarian Pam Childress. They all had their rabies shots. Their water bins were adequate and their housing was adequate. When it got below freezing, she let them into the kitchen. They had 2 acres in which to run, so they got adequate exercise. They had 6-foot fencing around 50% of the property. They planned to put 6-foot fencing around the rest of the property soon. They also planned to put down 4-foot fencing so the dogs could not dig out. Underground "tunnels" had been blocked off to prevent the dogs from using them to get out. She stated that she had tried to fit in, but she did not want to anymore. She just wanted to be left alone. Her hunter friends had said that her dogs were vicious and they had killed some of their dogs. They could not provide her any proof and could not show her any carcasses.

Supervisor Brown asked how many dogs did she have? Ms. Dooley replied that she had 15 adult dogs. All the males had been neutered except one. Supervisor Brown asked if she had any vicious breeds? Ms. Dooley replied that they were all mixed breeds.

Supervisor West stated that it appeared she had a civil case with the people she referred to as her neighbors and friends. But there needed to be some control of the dogs, as it was a liability issue.

Supervisor Faison asked how she acquired the dogs? Ms. Dooley replied that she got the first 4 from a friend. She had since picked up injured and/or sick dogs and nursed them back to health. Some of the dogs had also had puppies, but the breeding of the dogs was not done on purpose.

Vice-Chairman Young advised that he had received some calls and the main concern was safety. She had some problem dogs.

Supervisor Brown stated that there was clearly a control problem and some issues had not been resolved. The 6-foot fence was not complete at this point. He thought she should get the issues resolved, including completing the 6-foot fence around the property, then come back and reapply.

Mr. Michael Ware addressed the Board. He advised that he lived at Ms. Dooley's house and helped her with the fencing. The dogs would not attack anybody unless they did not know you or you were threatening Ms. Dooley. He shared pictures of the dogs with his 2-month old baby. The dogs protected the baby and had never tried to harm her. He stated that the fence had been long and excruciating to put up. The dogs kept finding places to get out, and they kept fixing it. The dogs were Ms. Dooley's family.

Supervisor West asked if they had the dogs as a means to protect themselves? Mr. Ware replied that the dogs did not want their property messed with.

Supervisor Faison advised that if you house dogs for protection, you think of attack.

Supervisor Faison moved, seconded by Supervisor West and Vice-Chairman Young, to accept the Planning Commission's recommendation and deny the conditional use permit.

Supervisor Faison suggested that perhaps she try and house 5 dogs properly (which was the number she could legally have without a conditional use permit) without the dogs getting out and causing problems, and then come back.

Supervisor Brown suggested that she complete the fence, control the dogs, and then come back.

All were in favor of the motion.

Moving forward, Mr. Johnson announced that they may recall seeing an initial draft of the proposed new agreement between the Blackwater Regional Library and its member communities at their July 2006 session. The new agreement was suggested by the State Library in order to maintain uniformity among member localities. Currently, each community had its own unique agreement with the library, and the terms and provisions varied community-by-community. After seeking initial comments last summer and fall, a number of suggestions were made by various parties, and a revised draft had now been circulated for final approval. The agreement had been approved by the Isle of Wight, Surry, and Sussex Board(s) of Supervisors and was pending before the Franklin City Council.

Mr. Johnson advised that while the terms of the proposed agreement were fundamentally fair, there were some changes that they should be aware of, and that were his responsibility to point out – particularly with regard to representation and funding. First, the representation. The proposed representation was based upon a pro-rata formula that accounted for the total population of each participating locality and the circulation rates of their respective library branches. Heretofore, Southampton County had appointed 5 representatives to a 14-member board of directors (36% majority). Under the new agreement, while the board would expand to 15 members, only three would be appointed from Southampton County (20% majority). Second, the funding. Funding for the library had historically been done as a lump-sum appropriation, considered annually as part of the County's budget deliberations. For instance, in FY 2007, we appropriated \$192,948 to the library (representing approximately 16% of their total budget), in addition to expenses incurred in maintaining the building and grounds. Under the draft agreement, funding was proposed to be based upon the same pro-rata formula that determined representation – in our case, our local share of funding would increase from 16% to 18%, or more than \$25,000 annually, beginning in FY 2008. Further, it created a binding legal obligation to share in the costs of the library, subject only to approval of the Library Board of Trustees – in other words, once the Library Board approved the budget, Southampton County was obligated to fund 18% of that total, whatever that may be. Otherwise, the Library Board had the right to reduce or freeze service levels in any community

that failed to appropriate its share.

Mr. Johnson stated that finally, since the administrative staff was based in Courtland, we currently recovered our pro-rata share of utilities from other participating communities – it was his understanding that that would continue. We also served as fiscal agent for the library – the agreement provided that the Board of Trustees would compensate Southampton County for those services – in his discussions with Ms. Pat Ward, Director, she had indicated that remuneration equivalent to our annual maintenance expenses (currently \$16,000) would be satisfactory. He advised that Ms. Ward and Mrs. June Fleming, Chairman of the Library Board, were present.

Chairman Jones recognized Mrs. Fleming and Mrs. Ward.

Mrs. Fleming advised that they appreciated the Board's support of the Library. As Mr. Johnson mentioned, all of the other member communities had approved the proposed new agreement, with the exception of the Franklin City Council who was considering it this evening. They would appreciate Southampton County's approval this morning.

Mrs. Ward advised that she was present to answer any questions.

The proposed new agreement (contract) is as follows:

THIS CONTRACT is made and entered into this 17th day of January, 2007, by and among the **CITY OF FRANKLIN, VIRGINIA** ("Franklin"), **ISLE OF WIGHT COUNTY, VIRGINIA** ("Isle of Wight"), **SOUTHAMPTON COUNTY, VIRGINIA** ("Southampton"), **SURRY COUNTY, VIRGINIA** ("Surry"), and **SUSSEX COUNTY, VIRGINIA** ("Sussex"), each of which is hereinafter referred to as a "Participating Locality", and all of which are hereinafter collectively referred to as "Participating Localities", and the **BOARD OF TRUSTEES FOR THE BLACKWATER REGIONAL LIBRARY** ("Board of Trustees").

RECITATIONS:

- R-1** The Participating Localities are members of the Blackwater Regional Library ("Regional Library"), a regional free library system for the areas ("Region") of the Participating Localities.
- R-2** The Participating Localities have heretofore contracted for the funding and operation of the Regional Library.
- R-3** The Participating Localities have concluded that it would be to their mutual benefit to enter into a new contract for the terms and conditions on which the Regional Library shall be funded and operated, the membership of the Board of Trustees shall be determined, and other relevant matters shall be addressed.
- R-4** Because the Participating Localities have heretofore established a regional free library system, the Board of Trustees must agree to the terms hereof.
- R-5** The Participating Localities and the Board of Trustees make and enter into this contract for the purpose of evidencing the terms and conditions agreed to among them for the future establishment and maintenance of a regional free library system.

WITNESSETH: That for and in consideration of the mutual and reciprocal benefits inuring to the parties hereunder, and in further consideration of the duties imposed upon the parties hereby, the parties covenant and agree as follows:

1. CREATION OF REGIONAL LIBRARY: The Participating Localities, each of which has qualified for participation in the State's regional library program, all of which have heretofore been recognized as a Region by the State Library Board, and each of which has heretofore made the minimum local appropriation of funds recommended by the State Library Board, hereby exercise their statutory authority to enter into this contract to ratify and reaffirm their creation of the Board of Trustees to administer and control the Regional Library services within the Region.

2. MEMBERSHIP OF BOARD OF TRUSTEES:

- a.** The members of the Board of Trustees shall be appointed by the respective governing bodies of the Participating Localities.

- b. The Participating Localities have agreed that there shall be fifteen (15) members on the Board of Trustees, appointed as follows: six (6) members by the governing body of Isle of Wight; three (3) members by the governing body of Southampton; three (3) members by the governing body of Franklin; one (1) member by the governing body of Surry; and two (2) members by the governing body of Sussex.
- c. At present there are fourteen (14) positions on the Board of Trustees, thirteen (13) of which are filled and one (1) of which is vacant. To increase the membership to a total of fifteen (15), and to implement the proportional representation provided for herein, future appointments to the Board of Trustees shall be made as follows:
 - i. Each of the thirteen (13) members currently serving on the Board of Trustees shall continue to serve until the expiration of his or her current term of office. The two current terms of office which will expire on June 30, 2007, will be filled by the appointments hereinbelow provided.
 - ii. Prior to June 30, 2007, Isle of Wight shall appoint three (3) members, each of which terms of office shall commence on July 1, 2007, and one of which terms shall extend to and through June 30, 2009, one of which terms shall extend to and through June 30, 2010, and the other of which terms shall extend to and through June 30, 2011.
 - iii. Prior to June 30, 2007, Franklin shall appoint one (1) member whose term of office shall commence on July 1, 2007, and extend to and through June 30, 2011.
- d. After the appointments identified in paragraph “c” have been made, future appointments shall be made prior to the expiration of the term of office of each Trustee, and each such appointment shall be made by the Participating Locality whose governing body appointed the Trustee whose term is expiring.
- e. Except for the appointments specifically provided for in paragraph 2.c.ii. hereof, each appointment made to fill a vacancy created by an expired term of office shall be made for a term of four (4) years.
- f. Each appointment made to fill an unexpired term of office shall be for the remaining term of the vacant office.
- g. No member shall be eligible to serve more than two (2) successive terms; however, if a member is appointed to fill an unexpired term, that appointee shall be eligible for appointment to two (2) full successive terms.
- h. Using the Cost Sharing Formula defined in paragraph 4.a. hereof, the proportional representation on the Board of Trustees by each Participating Locality shall be reviewed every five (5) years by the Board of Trustees, and revised if necessary. Any changes in membership resulting from such revisions shall be implemented to ensure that each Board member then serving shall be entitled to complete his or her current term of office. The first such review will be performed as soon as is reasonably possible following the Fiscal Year which ends on June 30, 2012, and a like review will be performed every five (5) years thereafter (e.g., June 30, 2017; June 30, 2022).
- i. A Fiscal Agent shall be selected by the Board of Trustees, and the Fiscal Agent selected shall be compensated an amount determined by agreement between the Fiscal Agent and the Board of Trustees.

3. POWERS AND DUTIES OF BOARD OF TRUSTEES:

- a. No member shall receive a salary for service on the Board of Trustees.
- b. A member of the Board of Trustees may be removed for misconduct, or neglect of duty, by the governing body which appointed that member. After conclusion of each Fiscal Year, the Board of Trustees shall provide to the governing body for each Participating Locality a report of the Board of Trustees’ meetings conducted, and the attendance at each such meeting by the Board of Trustees members from the

Participating Locality to which such report is submitted, for the immediately-preceding Fiscal Year.

- c. The members of the Board of Trustees shall elect officers, and adopt such By-Laws, rules and regulations for their own guidance, and for the governing of the regional free library system, as may be expedient.
- d. The Board of Trustees shall have control of expenditure of all monies credited to the regional free library fund.
- e. The Board of Trustees shall have the right to accept donations and bequests of money, personal property or real estate for the establishment and maintenance of the regional free library system, or endowments therefor.
- f. The Board of Trustees shall have the authority to execute contracts with the State Library Board, with the library boards (if any) of the Participating Localities, and any and all other agencies for the purpose of administering a public library service within the Region, including contracts concerning allocation and expenditure of funds, to the same extent as the library board of any one of the Participating Localities would be so authorized.
- g. The Board of Trustees shall have the authority to sell surplus assets, including real estate, of the Board of Trustees. Any proceeds from such sales (unless restricted by the donor thereof) must be expended equitably for the benefit of the Regional Library's entire service area.
- h. The Board of Trustees shall employ a Regional Library Director who meets state certification requirements, shall provide adequate salary scale and fringe benefits for all Regional Library employees, shall adopt personnel policies, shall recommend qualifications and candidates for appointment to the Board of Trustees and advise each Participating Locality of pending appointments, shall provide orientation information for new appointees to the Board of Trustees, and shall maintain an ongoing performance appraisal process for the Regional Library Director.
- i. The Board of Trustees shall have the authority to determine all matters of policy for the regional library system (e.g., days and hours of operation).

4. FUNDS AND EXPENSES OF REGIONAL LIBRARY:

- a. The Participating Localities have agreed on a formula ("Cost Sharing Formula") which shall be used to apportion among them the expenses of the Regional Library. As used herein, the word "expenses" ("Expenses") shall mean all costs which the Board of Trustees has authorized the Regional Library to incur.
- b. The Board of Trustees shall prepare and present to the Participating Localities a yearly revenue and expenditure budget in accordance with the formatting requirements of the Participating Localities, generally in accordance with the Uniform Financial Reporting System of the Auditor of Public Accounts for the Commonwealth of Virginia.
- c. The population figures for the Cost Sharing Formula shall be taken from the Federal Census or statistics from the Weldon Cooper Center for Public Service, whichever is more current as of January 1 of each year.
- d. The circulation figures for the Cost Sharing Formula shall be the actual annual circulation for the most recent Fiscal Year. The circulation figures shall include the actual Bookmobile circulation for each Participating Locality.
- e. The Cost Sharing Formula shall be used to apportion costs among the Participating Localities for each Fiscal Year, beginning with FY08 (i.e., the Fiscal Year beginning July 1, 2007, and extending through June 30, 2008). The share of each Participating Locality's costs for each Fiscal Year shall be determined as follows: [(Participating Locality's circulation for prior Fiscal Year) divided by (Regional Library's total circulation for prior Fiscal Year) times (2)] PLUS [(Participating Locality's population) divided by (total population of all Participating Localities)] DIVIDED BY [3]

EQUALS [Participating Locality's share of Regional Library costs].

- f.** EXAMPLE: Using circulation figures for FY06, and population figures for calendar year 2005 (i.e., population figures available for each Participating Locality as of January 1, 2006, or the closest date thereto for which such figures are available), and applying to those figures the Cost Sharing Formula set forth in paragraph 4.e., each Participating Locality's share of Expenses for FY08 would be as follows:
- | | | |
|-------------|---------------|--------|
| i. | Isle of Wight | 43.00% |
| ii. | Franklin | 19.00% |
| iii. | Southampton | 18.00% |
| iv. | Sussex | 13.00% |
| v. | Surry | 7.00% |
- g.** The Cost Sharing Formula set forth in paragraph 4.e. hereof shall remain in effect until modified by the Participating Localities, as follows:
- i.** If the Participating Localities agree upon a modified Cost Sharing Allocation, the modified Cost Sharing Formula shall become effective on the first day of the next-following July, or such other date as is determined by agreement of all Participating Localities.
- ii.** If a Participating Locality seeks a modification of the Cost Sharing Formula, the then-current Cost Sharing Formula shall remain in effect unless and until terms of a modified Cost Sharing Formula have been approved by all Participating Localities.
- h.** The Board of Trustees shall designate a fiscal agent ("Fiscal Agent") which shall have custody of those funds of the Regional Library which are not designated and/or set aside in specific funds (e.g., an endowment created by gift for a specific purpose). The Board of Trustees shall have custody and control of all funds which are so designated and/or set aside. Restricted and/or designated funds shall remain under the control of the Board of Trustees, and invested pursuant to directives of the Board of Trustees. The Treasurer for Southampton currently serves as the Fiscal Agent, and shall continue to serve in that capacity unless and until the Board of Trustees acts to change the Fiscal Agent. On or before March 31, 2007, the Board of Trustees shall enter into an agreement which designates a Fiscal Agent, sets forth the duties of that Fiscal Agent, and sets forth the compensation to be paid for such services, for a term which commences on July 1, 2007, and extends through June 30, 2010. No later than the last day of each March which immediately precedes the termination date of the then-current agreement with such Fiscal Agent, the Board of Trustees shall enter into a new agreement for a three-year term. Each such agreement with a Fiscal Agent shall provide that if a new agreement has not been finalized at least three (3) months prior to the scheduled termination date, all terms and conditions of the then current agreement shall be automatically extended for an additional term of one (1) year. Each such one-year renewal term shall have a termination date of June 30.
- i.** The Treasurers, or other financial officers of the Participating Localities, shall transfer quarterly to the Finance Director/Director of Operations for the Regional Library ("Finance Director"), all monies collected, or appropriated, by such Participating Localities for library services. The Finance Director shall forward such funds to the Fiscal Agent.
- j.** Historically the quarterly contributions due from some Participating Localities have been remitted in part by that Participating Locality and in part by one or more Towns within that Participating Locality. That practice may, at the option of such Participating Locality, continue; however, it shall be the responsibility of each Participating Locality to ensure that the total received by the Regional Library from such Participating Locality and its contributing Towns shall total the amount due from such Participating Locality, as determined hereunder.
- k.** Each Participating Locality shall process the Regional Library funding request through its normal annual budget procedures with appropriate notice of any public hearings

being given to the Board of Trustees and, in the event a recommendation to appropriate funds at a level less than requested is being made or anticipated, the Participating Locality shall provide an opportunity to the Board of Trustees to be heard.

- l.** In the event any Participating Locality chooses to appropriate funds at a level lower than requested, the Board of Trustees shall have the right to reduce or freeze service levels within the Participating Locality proportionately in accordance with the funding reduction. The governing body of the Participating Locality may make an evaluation and indicate the particular areas of service it wishes reduced or frozen, but final decisions concerning reduction shall rest solely with the Board of Trustees. To the extent possible, any reduction or elimination of services to a Participating Locality shall be imposed proportionally among all Regional Library branches operated in such Participating Locality
- m.** The Board of Trustees shall furnish a detailed report of the receipts and disbursements of all funds at a regular meeting of the governing body of every Participating Locality after the close of the Commonwealth's Fiscal Year.
- n.** The Board of Trustees shall furnish the same report to The Library of Virginia.
- o.** The Finance Director of the Regional Library shall be bonded in an amount determined by the Board of Trustees. The Board of Trustees shall authorize payment of the bond premiums from Regional Library funds, and may authorize payment of the bond premiums from state aid library funds.
- p.** Donations of money or property which are conditioned on use by, or at, a specific branch may be accepted as conditioned, and once accepted such condition shall be honored by the Board of Trustees.

5. WITHDRAWAL FROM THE REGIONAL LIBRARY:

- a.** No Participating Locality shall have the right to withdraw as a member of the Regional Library without affording two (2) years' notice to the other Participating Localities, and to the Board of Trustees.
- b.** If a Participating Locality withdraws from participation as a member of the Regional Library, it shall not be entitled to possession or ownership of any Regional Library assets, even though the withdrawing locality may have contributed to the acquisition cost of such Regional Library asset.
- c.** The Participating Localities hereby covenant and agree that except for interest in real estate, all Regional Library assets are owned by the Regional Library, and the Participating Localities have no ownership interest therein.

- 6. JOINDER BY NEW LOCALITY:** The Regional Library will entertain requests from new localities to become a member of the Regional Library. The Board of Trustees shall determine the terms and conditions on which such new locality may become a member of the Regional Library. The proposed joinder shall be conditioned on the new locality accepting all terms and conditions hereof, as now in effect and as hereafter revised, and shall require approval by the Board of Trustees, and by the governing body of each Participating Locality.

7. OWNERSHIP/MAINTENANCE OF REGIONAL LIBRARY FACILITIES:

- a.** Each Participating Locality shall own or lease the Real Property within that Participating Locality which is used for Regional Library purposes ("Library Real Estate"). Such Library Real Estate shall be provided for use by the Regional Library at no cost to it (e.g., the Participating Localities shall pay all costs incurred for such Real Property, including liability insurance, repairs, maintenance, provision of utility service, provision of janitorial service, maintenance of parking and other exterior areas, etc.).
- b.** Each Participating Locality shall report to the Regional Library, as soon as possible following the conclusion of each Fiscal Year, all costs incurred by such Participating Locality for Regional Library purposes during such Fiscal Year. Such costs shall be

reported by the Regional Library to the State Library Board as "in-kind" support, which shall be used to calculate the state aid due to the Regional Library.

8. PARTICIPATING LOCALITIES' RIGHT TO ADD NEW LIBRARY FACILITIES AND EXPAND OR REPLACE EXISTING FACILITIES:

- a. Each Participating Locality shall have the right to provide new Regional Library facilities (i.e., Real Property and Personal Property, hereinafter together collectively referred to as "Facilities"), or to expand or replace existing Facilities. The Participating Locality which provides such new/expanded/replacement Facilities shall bear all cost increases incurred in connection with such new/expanded/replacement Facilities for the remainder of the Fiscal Year in which such new/expanded/replacement Facilities begin operation, and shall continue to bear all such costs until such time as state aid, administered through the State Library, begins providing reimbursement for such Participating Locality's costs arising from the new/expanded/replacement Facilities.
- b. For so long as the Participating Locality is bearing the costs referred to in paragraph 8.a. hereof, the circulation increase generated at such new/expanded/replacement Facilities shall not be included in the computation of that Participating Locality's share of Regional Library costs.
- c. Once such Participating Locality's duty to pay all such cost increases have ended, all costs thereafter incurred in connection with such new/expanded/replacement Facilities shall be apportioned among the Participating Localities.

9. EFFECTIVE DATE OF CONTRACT; TERMINATION OF PRIOR CONTRACTS; TRANSITIONAL PROVISIONS:

- a. On July 1, 2007, all terms and conditions hereof shall become effective, whereupon all terms and conditions of existing contracts among the Participating Localities and the Board of Trustees shall automatically terminate.
- b. Until July 1, 2007, the Regional Library shall continue to be operated under current contracts and practices.

10. CONTROLLING LAW: The parties acknowledge that the terms and conditions hereof shall be interpreted, construed and enforced under the laws of the Commonwealth of Virginia.

11. MODIFICATIONS OR AMENDMENTS: The parties agree that any modification or amendment of this contract shall be in writing signed by all parties before such modification or amendment shall have force or effect.

12. BINDING AGREEMENT: The terms and conditions of this contract shall be binding on the parties hereto, their assigns and other successors in title.

IN WITNESS WHEREOF, each Participating Locality, and the Board of Trustees, has caused this contract to be duly executed on its behalf in counterparts, with the express provision that the six (6) separate signature pages hereto, taken together, shall constitute one complete document, binding among all parties.

[SEE ATTACHED SIGNATURE PAGES]

On behalf of Southampton County, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated January 17, 2007, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fifteen (15) pages.

SOUTHAMPTON COUNTY, VIRGINIA

By: _____

Title: _____

On behalf of the Board of Trustees for the Blackwater Regional Library, the undersigned signature constitutes the duly authorized execution of the contract dated January 17, 2007, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fifteen (15) pages.

BOARD OF TRUSTEES FOR THE
BLACKWATER REGIONAL LIBRARY

By: _____
Title: _____

Vice-Chairman Young moved, seconded by Supervisor Brown, to approve the contract. All were in favor.

Moving to the discussion of litter control matters, Mr. Johnson announced that following their roundtable discussion last month regarding the widespread problem of chronic littering, he discovered a relatively new litter control program that had been widely successful in Virginia's 29th Judicial Circuit. The program had been so successful, in fact, that it received a grant from the Virginia Department of Environmental Quality to develop an implementation manual for emulation by other Virginia communities. There were 20 communities across the Commonwealth that were using the program in some form or fashion. Simply put, the program provided sustained litter removal from roadsides and streams at very little cost to localities by assigning criminal probationers to pick them up, as part of their probation terms. To be successful, the program must be closely coordinated between the Circuit Court, Office of Probation and Parole, and the locality. There were some local costs, but the potential return-on-investment was high. He advised that he was so convinced that this program would meet our needs in Southampton County, that he invited the program's State Coordinator, Bobby Justus, to make a presentation this morning. He had already discussed the program in detail with Sheriff Francis. Included in the agenda was a copy of the Implementation Manual and their most recent newsletter – he asked them to pay special attention to program performance in Dickenson County – more than 17,000 bags of litter had been picked up since July.

Chairman Jones recognized Mr. Bobby Justus.

Mr. Justus thanked the Board for the opportunity to talk about this program. The first step that was needed to get this program off the ground was support from the local government and court judges. Next, a litter control coordinator/officer would be needed, as this was a full-time job. It was very important to have someone specifically dedicated to this job and this job only. Most sheriffs' departments were already overburdened and the deputies had all they could handle, so it would not be effective to have a deputy with other responsibilities to try and be in charge of this program. In working with the Probation and Parole Office, probationers would be sentenced by the court to pick up litter along the roadways in the County. Each probationer would be assigned to 2 miles of roadway. Essentially, the roads would be picked up 26 times per year. He noted that with *Adopt-A-Highway*, there was only a commitment to pick up the roads 4 times per year, and many organizations that had taken on roads through *Adopt-A-Highway* were not fulfilling that commitment. The litter control coordinator/officer, not the Probation and Parole Office, would meet with the probationers twice a month. He advised that this program was simple to implement and was being very effective in picking up roadside litter. In the last 6 months, 8 counties had implemented it. Economics and tourism were directly related to clean highways. The program would also provide a "grass roots" education, in that the probationers would tell their friends not to litter because they would have to pick it up.

Supervisor Brown asked, from a logistics aspect, was there any interaction with VDOT? Mr. Justus advised that VDOT would provide the trash bags. Mr. Johnson advised that Mr. Jerry Kee had indicated that VDOT would also pick up the bags of trash once filled.

Supervisor Brown asked if this Assign-A-Highway program would negate the Adopt-A-Highway program? Mr. Justus replied no – they usually asked them to stay away from roads that had Adopt-A-Highway sponsorship. He reiterated, however, that many organizations that had taken on roads through Adopt-A-Highway were not fulfilling their commitment. He noted that with Assign-A-Highway, they often had “hot spot” crews that were assigned to quickly pick up areas that needed immediate attention.

Supervisor Faison wondered how it would work because 99% of our probations came from the Circuit Court, which was shared with the City of Franklin. Mr. Justus advised that that was not a problem, as the City and County could share probationers.

Supervisor Faison stated that as a Supervisor, he was very much in favor of it. As a probation officer, he asked how this would affect his workload? Mr. Justus advised that it typically took work off of the probation officer.

Supervisor West asked about liability issues. Mr. Justus advised that there were 2 insurances that went along with the program.

Supervisor West stated that he thought this program was a good idea and he commended Mr. Johnson for bringing it to their attention. He noted that he would like for the schools to create litter awareness starting at a young age.

Chairman Jones advised that it would be nice if once we got the roads cleaned up, people would be scared to litter. Mr. Justus noted that enforcement was another hat that the litter control officer would wear.

Supervisor Brown confirmed with Mr. Justus that the litter control office could issue a summons.

Sheriff Vernie Francis advised that this program was similar to something they did 15 years ago with the Jail Farm, so there was some history. He had met with Judge Parker and he was very receptive to the program. They thought that the program would fit very well in Southampton County. They thought it would be most effective to take a seasoned officer that knew Southampton County and was very familiar with the court system and make that person the litter control officer. They planned to move one of our seasoned officers into this position and then budget for an entry-level person to replace that person.

Mr. Justus noted that they may find that one litter control officer may not be enough.

Mr. Jim Council, Mayor of the City of Franklin who was present, stated that it looked like an opportunity for the City and County to work together.

Mr. Johnson advised that there was a resolution on page 26 of the manual, included in the agenda, that they needed to consider.

Mr. Johnson read aloud the following resolution:

RESOLUTION
SOUTHAMPTON COUNTY’S ASSIGN-A-HIGHWAY PROGRAM

WHEREAS, the Southampton County Board of Supervisors and the Sheriff have made it a priority to clean up Southampton County’s highways, streets, and roads;

WHEREAS, Southampton County believe that the Assign-A-Highway program will improve tourism and the natural beauty of our region and that the proposed Assign-A-Highway Program will protect the health, safety and welfare of the citizens of Southampton County;

WHEREAS, the Southampton County Circuit Court based upon its constitutional and statutory powers and authorities may assign criminal defendants and probationers to pick up litter along Southampton County’s highways, streets and roads as part of the court’s probation powers;

WHEREAS, the Southampton County Board of Supervisors strongly believes that the Southampton County Litter Control Officer(s) working in conjunction with the Circuit Court of Southampton County can develop a program to abate litter on Southampton County’s highways, streets

and roads.

NOW THEREFORE BE IT RESOVED that the Southampton County Board of Supervisors hereby establishes Southampton County's Assign-A-Highway Program for the health, safety, and welfare of its citizens and outlined in a court order to be entered by the Southampton County Circuit Court;

IT IS FURTHER RESOLVED, that the Assign-A-Highway Program shall be modeled and authorized pursuant to the prospective court order and that the prospective court order shall be incorporated into the resolution by reference.

ADOPTED this 26th day of February, 2007 by the Southampton County Board of Supervisors.

Senior Probation Officer, Mary Mason, who was present, advised that they were very interested in working cooperatively to make it a success. Mr. Justus clarified for her that weekends were available for the probationers to pick up litter.

Supervisor Brown moved, seconded by Supervisor West, to adopt the resolution. All were in favor.

Mr. Johnson advised that Mr. John Jenkins, Chairman of the Southampton County Litter Control Council, was present and would like to make a few remarks as it related to developing a cleaner community. A copy of the Council's written remarks were included in the agenda.

Chairman Jones recognized Mr. Jenkins.

Mr. Jenkins advised that at the last meeting of the Southampton County Litter Control Council, they voted unanimously to address the problems of increased litter, junk, trash, debris, and inoperable vehicles in Southampton County. They thought they needed to focus on educating the citizens of Southampton County, beginning at the kindergarten level in school, and addressing hunt clubs, civic groups, and anybody who would listen. They commended the attended dump sites and were also very supportive of the Assign-A-Highway program.

Mr. Johnson asked the local members of the Southampton County Litter Control Council to stand and be recognized.

Moving forward, Mr. Johnson announced that at the February meeting of the Hampton Roads Mayor and Chairs, he was approached by Jim Councill, Mayor of the City of Franklin, regarding the County's interest in jointly participating in an early childhood grant opportunity. He requested an opportunity to present this matter to them this morning, along with representatives from The Children's Center.

Chairman Jones recognized Mayor Councill.

Mayor Councill thanked the Board for the opportunity to speak and introduced Rosalind Cutchins, Assistant Director of The Children's Center and Tamie Rittenhouse, Early Head Start Director of The Children's Center. They advised that they were seeking the partnership of Southampton County in an exciting opportunity for the children in our communities. The City of Franklin, in conjunction with the Franklin Early Childhood Council, would like to partner with Southampton County to apply for a Smart Beginnings Grant. The grant would support improved early childhood services to children and families in the City of Franklin and Southampton County. If funded, the grant would provide funding for the development of a \$750,000 comprehensive early childhood plan providing services to children, families, and early childhood educators over the next two years. Grant funding was available in the amount of \$500,000 over a two year period with \$250,000 in matching funds being provided from our communities. The City of Franklin would provide 25% of the required match over two fiscal years, which was \$31,250 each fiscal year. Should Southampton County agree to partner in this grant, they would appreciate them considering the same contribution. The grant was exciting in that it was an opportunity to invest in our future, by investing in our children. It was a small investment of local dollars with a return in grant funded services. They noted that the grant application was due in Norfolk this Wednesday and they apologized for coming to them at this late date.

They advised that every community in Virginia wanted to offer its young children Smart Beginnings in life. Smart Beginnings, funded by the Virginia Early Childhood Development Foundation, provided a building ground for doing so by encouraging communities to bring together a diverse group of local leaders to develop a comprehensive plan to meet the early care and education needs in their communities. The Foundation was a statewide nonprofit public-private partnership that would blend resources to maximize efficiency and effectiveness towards its visions that every child in Virginia would enter kindergarten ready to succeed in school and life. The Foundation was created to provide grants and technical assistance to local systems-building efforts and to increase the resources and public support for early childhood services.

Mayor Councill, Ms. Cutchins, and Ms. Rittenhouse continued that The Foundations' mission was to drive a coordinate, comprehensive system of state and local, public and private resources to strengthen the ability of all Virginia families to provide a smart beginning for children from birth to age five. The Foundation now offered Smart Beginning Partnership grants. The purpose and intent was to award grants to collaborative partnerships of public and private sector agencies in Virginia to plan, develop, establish, expand or improve the quality of early childhood care and education programs for young children from prenatal to kindergarten, with the essential goal of helping children enter school ready to learn and succeed. The grants would bring together local stakeholders to design and develop a comprehensive infrastructure at the local level that would expand, enhance, and support high quality care and education from prenatal to kindergarten. The grants were competitive and awarded on a one-time basis by the Foundation. Through these grants, the Foundation hoped to create or strengthen local and regional partnerships providing coordinated, cost-efficient means for parents to support their children's growth and development and to access a comprehensive system of health services and high quality early care and education, thereby improving children's preparedness for school. The Foundation was seeking creative, comprehensive, and innovative partnerships dedicated to excellence in achieving this goal, with committed leadership, sound program designs, and evidence of sustainability.

They advised that when many children entered school, they did not know their first and last name, ABC's, or numbers. About 33% of kindergarten children nationally were not ready. In the first 5 years of a child's life, 90% of their brain developed. How much we talked to children during the first 3 years of their life affected how well they would read. That was why it was so important to target early childhood development. This grant offered an opportunity to meet unmet needs and to fill the gaps that existed throughout our County and to link programs together so they were not duplicating efforts. We did not have enough child care providers in the County and the ones we did have could use some assistance.

Supervisor Brown asked if they planned to interact with home schools? They replied yes. Supervisor Brown asked if they had interacted with faith-based organizations? They replied that there was a representative on their committee representing that group. That person would also represent unlicensed daycare providers. He noted that daycare providers could be unlicensed if they cared for 5 or less children.

Supervisor Faison stated that he tended to think of a single mother in Boykins without transportation. How did they plan to reach such a person? They replied that they would work with Social Services and the food pantries. There was a food pantry that worked out of the Methodist Church in Boykins and they hoped to reach such a person through those means.

Supervisor West asked if Mr. Charles Turner, Superintendent of Southampton County Schools, and his staff had had the opportunity to review the information and see what was overlapping? They replied that that was what the grant was about. The school system did not have funding to encompass children from birth. Many of the 4- or 5-year old children were behind when they came to school – they were trying to change that.

Vice-Chairman Young advised that it appeared to be a good program.

Supervisor Wyche stated that you could never do too much for our kids, but he would like to hear from Mr. Turner.

Mr. Charles Turner, who was present, advised that he and his staff had not had the opportunity to review the information. However, we could never do too much to help children. He clarified for Supervisor Faison that their preschool initiative was for 4-year olds and they had a waiting list.

For children under 4 years, they did not have anything available through the state.

Mrs. Judy English, Director of Southampton County Social Services, advised that they had not had the opportunity to review the information but looked forward to working with them. She informed that they had 40-50 unlicensed daycare providers in the County and 9 food pantry sites.

Vice-Chairman Young moved, seconded by Supervisor Wyche, to authorized participation in the grant application and obligate to our pro-rata share, \$31,250 each for two fiscal years, of the required local match. All were in favor.

The Board took a 5-minute recess.

Upon returning to open session, Mr. Johnson announced that since last month, as they directed, he had had one meeting with representatives of Kaufman and Canoles and Hampton Roads Development to discuss potential partnerships to construct and finance future wastewater treatment facilities. While he sensed that the discussion may ultimately bear fruit, negotiations would likely be long and arduous, and he suspected that it would likely be the end of the year before there was anything of significance to bring back for their consideration. In the meantime, the more they could learn about the “tools of the trade,” the better off they would be. In that spirit, he had invited Ken Powell of Stone and Youngberg to share some of his experiences in creatively financing public-private projects in Virginia. Before joining Stone and Youngberg, Mr. Powell was an attorney with Legg Mason and helped write Virginia’s Community Development Authority (CDA) law that Kaufman and Canoles referenced at last month’s meeting. He also had broad experience as an investment banker, putting together several major deals in Virginia, included the Richmond Broad Street revitalization, the Farms of New Kent, and the planned Peninsula Town Center in Hampton. He advised that, for their reference, he had included in the agenda a brief profile from the *Greater Richmond Working Capital*, and a few slides from a presentation that Mr. Powell made to the Federal Reserve Bank of Dallas and Aspen Institute as they related to some of his projects in Virginia. Mr. Powell was well-renowned in the world of public finance, and had graciously agreed to volunteer a few moments of his time to share with us some of his experiences.

Chairman Jones recognized Mr. Ken Powell.

Mr. Powell addressed the Board and presented a PowerPoint presentation. He advised that a Community Development Authority (CDA) was emerging as a major form of finance. Tax increases for the citizens due to new development had not proved to be very popular, and this was an alternative. He anticipated that 10 CDAs would be created this year and 30 next year. He emphasized that a CDA must be looked at very carefully and should only be used if it were in the best interest of the County. He explained that, for instance, a developer could partition the Board if a proposed development would require infrastructure currently not available – for example, water/sewer. A CDA could be formed and bonds issued to pay for the water/sewer. He noted that bonds could only be issued for public infrastructure and not for the project itself. This was not municipal financing and the County’s credit rating was not at risk. The properties in the CDA could pay the extra assessment *or* part of the increased taxes known as a tiff overlay could be used to pay for it. He clarified that a tiff overlay was taxes over the base that would be split.

Mr. Powell advised that he had been involved in several CDAs that had proven to be very effective. During the past six years, Coliseum Mall in Hampton had lost over 100 retail establishments and the owner was considering closing the mall and building a new town center outside of Hampton. Coliseum Mall was currently the City of Hampton’s largest taxpayer. In an effort to keep the mall in Hampton, a CDA was formed and bonds issued in the amount of \$90,000,000. The owner of the mall was now proposing to demolish most of the existing structure and redevelop approximately 900,000 square feet of retail, restaurant, entertainment, office and residential space to be known as the Peninsula Town Center. Incremental real estate, sales, meals and amusement taxes would be generated. Hampton’s largest taxpayer would now remain in Hampton and the City would receive approximately 50% of the incremental tax revenues.

Mr. Powell advised that a once thriving area on Broad Street in Downtown Richmond was becoming abandoned, as the Marriott was in bankruptcy, Miller & Rhodes and Thalhimer’s had closed, and there were no tenants in the buildings. Through the creation of a CDA and issuance of \$66,740,000 in bonds, Broad Street was now the center of a planned revitalization of the former retail center. Bonds were issued for the development of a mixed-use retail and commercial

development, a new Hilton hotel on the site of the closed hotel, a 630,000 square foot Richmond Convention Center, a 290,000 square foot New Federal Courthouse, 3 parking garages and two surface parking lots providing 2,341 parking spaces.

Mr. Powell advised that the Farms of New Kent County was a development that was initially turned down. There was pressure by the Virginia Department of Environmental Quality (VDEQ) for New Kent to get their own sewer service. Through the creation of a CDA and bonds issued in the amount of \$85,666,000, bond proceeds would be used to finance road, water, and wastewater improvements, and a 2,113-acre mixed-use development located in the underdeveloped County of New Kent. The mixed-use development would consist of 1,450 age-restricted units, 300 residential estate lots, 40 affordable residential units, 830,000 square feet of commercial space, and a golf course, winery, polo complex, and farmer's market with retail core.

Mr. Powell stated that although CDAs could be very effective, he was not here to advocate anything. He was just here to put the concept out there. There was a lot of work that went into it. He reiterated that a CDA must be looked at very carefully and should only be used when it was in the best interest of the County.

Mr. Powell clarified for Supervisor Brown that there was state legislation that handled CDAs and that a CDA could be formed by any jurisdiction if the Board of Supervisors/City Council approved it.

Mr. Joe Hines of The Timmons Group (the County's engineers) who was present asked, regarding the Farms of New Kent, what happened when the infrastructure was paid off? Mr. Powell advised that the County of New Kent was going to get the sewer facility whether the first house was built or not. With a CDA, infrastructure was defined upfront, built upfront, and owned by public entities.

Mr. Powell thanked the Board for the opportunity to speak to them and asked them to please contact him if they had any questions.

Regarding miscellaneous issues, Mr. Johnson announced that included in the agenda was a copy of the Invitation for Bids for construction of the 805' of new roadway and associated utilities in the Southampton Business Park which would provide access for Feridies and Southampton Terminal, LLC. Bids were due on Thursday, March 8 and he expected to issue a Notice of Award on March 14. He would present a bid tabulation and recommendation at their next scheduled retreat on March 13 (location to be announced). Accordingly, for that purpose, it was appropriate to continue today's session until that time.

Vice-Chairman Young moved, seconded by Supervisor Faison, to continue today's session until Tuesday, March 13, 2007 at 7:00 PM, location to be announced. All were in favor.

Mr. Johnson advised that included in the agenda was correspondence from the Virginia Department of Emergency Management advising him that FEMA had denied our request to allow T. Davis Copeland to construct a bulkhead on property acquired by Southampton County with federal funding following the flood of 1999. He had informed Mr. Copeland of their response and he had requested that he forward to him a standard agreement, identical to all others acquired through the Hazard Mitigation Grant Program.

Mr. Johnson stated that included in the agenda was notice of a rate increase to be imposed by Charter Communications upon its customers beginning in March 2007.

Mr. Johnson informed that included in the agenda was correspondence from Regent University regarding their Salute to Teachers event in September. They were seeking their financial sponsorship (\$250 - \$1,500) and participation. This was the first he had heard of this event and was unsure if Southampton County Schools had actively participated in the past. He knew that our Teacher(s) of the Year had been locally recognized at an event hosted by the Franklin-Southampton Chamber of Commerce, which they financially supported. Mr. Turner may be able to shed some insight.

Mr. Charles Turner advised that they did participate in this event.

Supervisor Faison stated that it was a small investment to recognize our teachers.

Mr. Johnson noted that this was the first request we had received.

Supervisor West suggested sponsoring the event in the amount of \$500.

Supervisor Wyche moved, seconded by Supervisor Brown, to financially support this event at the \$500 level. All were in favor.

Mr. Johnson advised that included in the agenda was a copy of the 2006 Planning Commission summary report. In addition to developing a draft Comprehensive Plan for their consideration (the Board's public hearing was next month), the Planning Commission considered 18 rezoning applications, 9 conditional use permits, a subdivision variance request, and an alleyway abandonment.

Continuing with miscellaneous issues, Mr. Johnson stated that included in the agenda was a copy of the monthly report from Synagro regarding biosolids they applied in Southampton County in December 2006.

Mr. Johnson informed that included in the agenda were copies of annual reports from 2 nonprofit organizations to which Southampton County contributed – The Genieve Shelter and The Children's Center.

Mr. Johnson reported that the following environmental notices were received:

1. From the Virginia Department of Health, a copy of a notice of violation to Mr. James Flowers for exceeding the primary maximum contaminant level for total coliform bacteria at the Camp Darden Girl Scout camp in January 2007;
2. From the Virginia Department of Health, correspondence to the Town of Ivor advising them that plans for the waterline extension to serve the Pines of Ivor subdivision had not been submitted or approved;
3. From the Virginia Department of Health, a copy of a notice of violation to Southampton County for exceeding the primary maximum contaminant level for total coliform bacteria at the Boykins-Branchville system in January 2007;
4. From the Virginia Department of Health, a copy of a notice of violation to Jan's Country Cooking for failing to collect the required nitrate/nitrite sample at their restaurant in calendar year 2006;
5. From the Virginia Department of Health, a copy of a notice of Violation to For Pete's Sake for failure to collect the required bacteriological sample at their restaurant in the fourth quarter of calendar year 2006;
6. From the Virginia Department of Health, a copy of notice of violation to the Town of Courtland for exceeding the primary maximum contaminant level for fluoride in the fourth quarter of calendar year 2006;
7. From the Virginia Department of Health, a copy of a notice of violation to the Southampton Correctional Center for exceeding the primary maximum contaminant level for total coliform bacteria at their facilities in December 2006;
8. From the Virginia Department of Health, a copy of a notice of violation to the Town of Capron for failure to provide a licensed system operator;
9. From the Virginia Department of Health, a copy of a notice of violation to 460 Café for failure to collect the required nitrate/nitrite sample at their restaurant in calendar year 2006;
10. From the Virginia Department of Environmental Quality, notice of a proposed VPDES permit modification by Virginia Electric and Power Company for facilities at the Southampton Power Station; and
11. From the Virginia Department of Health, a copy of a notice of permit revocation for the Kingsdale-Moseley waterworks (change of ownership).

Mr. Johnson advised that the following incoming correspondence was received:

1. Copied correspondence from Delegate Roslyn C. Tyler to Governor Kaine regarding state assistance to assist with the planned flood study of local rivers by the Army Corps of Engineers;

2. Copied correspondence from Richard E. Railey, Jr. regarding the final decree for sale of property formerly owned by Bernard Edwards;
3. Copied correspondence from Richard E. Railey, Jr. regarding the lien placed on property owned by Gladys Mason Wilson;
4. Copied correspondence from Kaufman & Canoles, a fully-executed contract for delinquent real estate tax collection services; and
5. From the Virginia Association of Counties, notice that he had been appointed to the VACo Finance Steering Committee for 2007.

Mr. Johnson stated that outgoing correspondence and articles of interest were also in the agenda.

Chairman Jones shared that the Planning Commission was looking at requiring future commissioners to become certified within a certain amount of time of being appointed.

Moving to late arriving matters, Supervisor West stated that the Land Development Task Force had done a great job. He and Dr. Alan Edwards, Chairman of the Planning Commission, had talked about it and thought a Recreational Task Force was needed.

Chairman Jones advised that perhaps that was something we needed to look at.

Supervisor West suggested appointing a couple of people from each district to serve.

Supervisor Brown confirmed with John Smolak, President of Franklin-Southampton Economic Development, Inc., who was present, that Damian Dwyer and other members of the Southampton Futures group were looking at recreation. Supervisor Brown was concerned about the duplication of interests. He asked if the task force would be "feeding" the Futures group? Chairman Jones and Supervisor West stated no, they would be 2 separate groups - the task force would be for the County itself.

Supervisor Faison commented that they could encourage the task force to communicate with the Futures group if they so chose.

Mr. Johnson suggested that they have staff put together goals, etc. of the task force and bring it back next month. Then they could look at appointees. The Board was amenable to that suggestion.

Supervisor West mentioned that they had said that they were going to revisit the coyote situation in the County after hunting season. He asked if coyotes were a problem? Supervisor Brown stated that there was a definite concern in his district. Vice-Chairman Young and Supervisors Felts and Wyche advised that it was not a problem in their districts to their knowledge. Supervisors Faison and West advised that they were not aware of any problems in their districts, but had been made aware of problems in another district.

Sheriff Vernie Francis advised that he was not personally aware of any problems/complaints, but he would have to go back and look at the records to be absolutely sure.

Supervisor West advised that Brunswick and Greensville Counties just started issuing bounties for coyotes.

Mr. Johnson asked if they would like for him to arrange for the State Wildlife Biologist to come and address this issue? It was consensus of the Board to have Mr. Johnson arrange that.

Supervisor Felts mentioned that the local Jamestown 2007 Committee was holding a poster contest for 4th graders at all the schools and the Rock Church. They planned to present the award to the winner at next month's meeting.

Chairman Jones announced that it was necessary for the Board to conduct a closed meeting in accordance with the provisions set out in the Code of Virginia, 1950, as amended, for the following purposes:

Section 2.2-3711 (A) (7) Consultation with legal counsel and briefings by staff members regarding specific legal matters and potential litigation involving the Sheriff's Office that

require the advise of counsel;

Section 2.2-3711 (A) (5) Discussion concerning prospective industries where no previous announcement has been made of the business' or industry's interest in locating its facilities in the community;

Vice-Chairman Young moved, seconded by Supervisor Wyche, to conduct a closed meeting for the purposes previously read.

Mr. Richard Railey, County Attorney, Mrs. Julia Williams, Finance Director, Mr. Jay Randolph, Assistant County Administrator, Mr. Robert Barnett, Director of Community Development, and Mr. Julien Johnson, Public Utilities Director, were also present in the closed meeting. Sheriff Vernie Francis was present for a portion of the closed meeting.

Upon returning to open session, **Vice-Chairman Young moved, seconded by Supervisor West, 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.

Supervisor Brown advised that Southampton County was well-represented at the VACo/VML Legislative Day, as he attended the event held on February 1. He thanked Susan Wright, Administrative Secretary, for arranging for him to attend.

Vice-Chairman Young mentioned that he had been informed that Isle of Wight County had a contract with Charles Guynn for the disposing of metal at no charge to the County. Mr. Johnson advised that Isle of Wight County signed the same agreement as Southampton County did with SPSA. They were contractually obligated to dispose 95% of waste with SPSA. He remarked that perhaps the metal being disposed of with Mr. Guynn constituted less than 5% - he did not know.

There being no further business, the meeting was recessed until March 13, 2007.

Dallas O. Jones, Chairman

Michael W. Johnson, Clerk