

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 27, 2006 at 8:30 AM.

SUPERVISORS PRESENT

Dallas O. Jones, Chairman (Drewryville)  
Walter L. Young, Jr., Vice-Chairman (Franklin)  
Walter D. Brown, III (Newsoms)  
Anita T. Felts (Jerusalem)  
Carl J. Faison (Boykins-Branchville)  
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 23, 2006 regular meeting. They were approved as recorded, as there were no additions or corrections.

Regarding highway matters, Chairman Jones recognized Mr. Joe Lomax, Residency Administrator of the Virginia Department of Transportation (VDOT) Franklin Residency.

Mr. Lomax advised that adjustments at the Food Lion intersection would be made as soon as the materials came in. A traffic signal (stop light) was currently being designed and would be installed there and they were also going to cut down the pine trees.

Supervisor West asked if the signal would be installed in time enough to utilize the funding that was available for it? Mr. Johnson replied yes.

Supervisor Brown asked when the stoplight would be installed? Mr. Lomax replied approximately 6-8 months.

Mr. Lomax advised that he would soon know how much funding they would be getting for maintenance (for FY 2007). They were hopeful that the General Assembly would approve more funding than anticipated. They had been told to be prepared and identify what the money would be used for should they receive additional funds.

Vice-Chairman Young informed that he was still getting calls about water in the ditches. Mr. Lomax advised that they had requested permits for several areas he had identified, and as soon as they came through, they would be cleaning out the ditches in those areas.

Supervisor Faison informed that work had been done to a ditch and field on Route 665, and he was wondering how that was done. Chairman Young advised that a farmer probably cleaned it out himself. He noted that a farmer had cleaned out a ditch on Sycamore Church Road. Mr. Lomax advised that VDOT did not do the work, so it was probably done by a farmer.

Supervisor West asked if it were true that the speed limit at the Courtland and Franklin bypasses on Route 58 might be increased? Mr. Lomax replied yes, but their residency had gone on record saying that they would not support any speed limit increases. *(Note: In 2004, the General Assembly amended Section 46.2-870 of the Code of Virginia, providing that the maximum speed limit on non-limited access portions of Route 58 could be increased to 60 mph, subsequent to completion of a traffic engineering study. The Franklin and Courtland bypasses were currently*

*being evaluated for speed limit increases.*) Mr. Johnson clarified for Supervisor West that he had already sent a letter on behalf of Southampton County placing the agency on notice that we intended to oppose and/or appeal any such speed limit increases.

Supervisor Brown advised that more houses were going up on Riverdale Road. Children-At-Play signs and posted speed limit signs were needed. Mr. Lomax stated that he would take care of the speed limit signs, but he would need a resolution from the Board requesting the Children-At-Play signs. Mr. Johnson stated that he would prepare a resolution to place on the agenda next month.

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, Building Inspections, and New Housing Starts. Also Cooperative Extension, Treasurer's Report, Delinquent Tax Collection, EMS & Fire Department Activity, Reassessment, Status Report – Public Safety Radio Project, and Personnel.

In regards to the reassessment report, Mr. Johnson indicated that notices were supposed to go out the first week of March.

In regards to the Personnel report, Mr. Johnson advised that he was pleased to report that Derek W. Ayers had returned from active military leave in Iraq and had assumed employment at the Sheriff's Office. He informed that Pamela L. Markham was hired in the Sheriff's Office effective 02/01/06 at an annual salary of \$21,934. He advised that the salary of James A. Randolph of County Administration increased to \$50,112 effective 01/01/06 as the result of his 6-month evaluation. He advised that Jerry L. Smith resigned from the Sheriff's Office effective 02/22/06. Jonathan P. Darden also resigned from the Sheriff's Office effective 02/22/06.

Moving forward to financial matters, Mr. Johnson announced that included in the agenda was an appropriations resolution with total appropriations of \$619,597.06. All expenses were associated with Southampton County Schools and the revenues were derived from expenditure refunds, donations, reimbursements, or state and federal grants. No new local funds were involved.

The appropriations resolution is as follows:

**APPROPRIATIONS - FEBRUARY 27, 2006**

**NO NEW LOCAL FUNDS**

SCHOOL BOARD

- (1) Expenditure refunds received--see attached letters
- (2) E-Rates reimbursement received--see attached letter
- (3) Donations received--see attached letters
- (4) State and Federal grants received--see attached letters
- (5) Deferred revenue brought forward from FY 2005--grants, state and federal funds earmarked for different programs--see attached letters

At a meeting of the Board of Supervisors of Southampton County,  
Virginia on Monday, February 27, 2006

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of Southampton County,  
Virginia that the following appropriations be and hereby are made  
for the period of July 1, 2005 through June 30, 2006 for the function and  
purpose indicated:

From the General Fund to the School  
Operating Fund to be expended only  
on order of the Southampton County  
School Board:

4-205-61100-1140-002-1-100	TECHNICAL SALARY-REG	
61100-1621-003-5-100	ALGEBRA READINESS	39,014.18
61100-3000-002-2-100	OTHER INSTRUCTIONAL COSTS-SP	2,000.00
61100-3000-002-5-100	OTHER INSTRUCTIONAL COSTS-OTHER	1,105.00
61100-3000-002-5-100	OTHER INSTRUCTIONAL COSTS-OTHER	500.00
61100-3000-003-1-100	OTHER INSTRUCTIONAL COSTS-REG	100.00
61100-3000-003-1-100	OTHER INSTRUCTIONAL COSTS-REG	100.00
61100-3000-003-1-100	OTHER INSTRUCTIONAL COSTS-REG	100.00
61100-3001-002-5-100	EDDIE EAGLE & GUN SAFETY	450.00
61100-6000-003-1-100	MATERIALS & SUPPLIES-REG	1,468.07
61100-6000-003-2-100	MATERIALS & SUPPLIES-SP	1,468.06
61100-6000-003-2-100	MATERIALS & SUPPLIES-SP	450.00
61100-6000-003-2-100	MATERIALS & SUPPLIES-SP	294.00
61100-6008-003-1-100	PROJECT GRADUATION ACADEMY-STATE	4,235.00
61100-6020-003-1-100	TEXTBOOKS FURNISHED FREE-REG	1,038.53
61100-6020-003-1-100	TEXTBOOKS FURNISHED FREE-REG	820.11
61100-6020-003-1-100	TEXTBOOKS FURNISHED FREE-REG	7,685.33
61100-6020-003-1-100	TEXTBOOKS FURNISHED FREE-REG	2,510.09
61100-8201-003-1-100	CAPITAL OUTLAY-WEATHER BUG GRANT	60.00
61320-6012-002-1-100	LIBRARY BOOKS-REG-ELEM	(250.00)
61320-6012-003-1-100	LIBRARY BOOKS-REG-SEC	250.00
61320-6012-003-1-100	LIBRARY BOOKS-REG-SEC	450.00
62110-5500	TRAVEL (MILEAGE)	10,000.00
63200-6009	VEHICLE & POWERED EQUIP-SUPPLIES	3,043.00
		TOTAL 76,891.37
MEHERRIN TUTORIAL, PROGRAM 200		
4-205-61100-1120-002-1-200	INSTRUCTIONAL SALARIES-REG	2,435.97
61100-1140-002-1-200	TECHNICAL SAL-REG	1,000.00
61100-2100-002- -200	FICA BENEFITS	1,078.21
61100-6000-002-1-200	MATERIAL & SUP-REG	296.54
		TOTAL 4,810.72
SMS AFTER SCHOOL GRANT, PROGRAM 230		
4-205-61100-1120-003-1-230	INSTRUCTIONAL SALARIES-REG	900.00
61100-2100-003- -230	FICA BENEFITS	65.00
61100-6000-003-1-230	MATERIAL & SUP-REG	2,308.84

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63200-1170- -230	OPERATIVE SALARIES	5,276.09
63200-2100- -230	FICA BENEFITS	406.00
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	TOTAL	8,955.93
TECHNOLOGY PLAN, PROGRAM 265		
4-205-61100-8250-003-1-265	INTERNET SERVICES	74,219.64
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	TOTAL	74,219.64
CAMP FOUNDATION GRANTS, PROGRAM 310		
4-205-61100-1120-002-1-310	INSTR SALARY-HUNTERDALE TUTORIAL	2,780.00
61100-1120-002-1-310	INSTR SALARY-HUNTERDALE TUTORIAL	247.45
61100-2100-002- -310	FICA BENEFITS	220.00
61100-2100-002- -310	FICA BENEFITS	122.74
61100-5800-002-1-310	PARENT/TEACHER MATERIAL	2,750.00
61100-5800-002-1-310	PARENT/TEACHER MATERIAL	1,559.63
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	TOTAL	7,679.82
FRANKLIN SOUTHAMPTON CHARITIES, PROGRAM 320		
4-205-61100-6000-002-1-320	MATERIAL & SUPPLIES-ENG/MATH/SCI	47,500.00
61100-6003-002-1-320	READING CENTER-HUNTERDALE	7,173.00
61100-6003-002-1-320	READING CENTER-HUNTERDALE	32,171.48
61100-6004-002-1-320	SUMMER READING PROGRAM	8,000.00
61100-6004-002-1-320	SUMMER READING PROGRAM	415.31
61320-6012-002-1-320	LIBRARY BOOKS-CAPRON	7,259.00
61100-6020-002-1-320	READING PROG EXPANSION-CAPRON	1,062.00
61100-6021-002-1-320	CAPRON READING GRANT-F/S	822.44
61100-6030-002-5-320	MEHERRIN ELEM MEDIA MAT'L 05/06	6,550.00
61100-6031-002-2-320	SMS REMEDIAL READING - 05/06	39,800.00
61100-6041-003-3-320	TECH CENTER EQUIP/SUPPLIES 05/06	15,000.00
61100-6042-003-3-320	TECH CENTER/ROBOTICS COMP 05/06	14,000.00
61100-6044-003-3-320	TECH CENTER COMPETITION COSTS 05/06	2,500.00
61100-8105-003-3-320	CAPITAL OUTLAY REPL VOC/TECH	7,000.00
61100-8200-003-3-320	TECH CENTER KIT/PLYGRD EQUIP 05/06	33,000.00
61100-8201-003-1-320	CAPITAL OUTLAY-SMS COMM SYSTEM	3,450.02
61100-8202-003-3-320	CAPITAL OUTLAY-V/T PA SYSTEM	25,000.00
61100-8203-003-3-320	CAPITAL OUTLALY-V/T EXPLORATORY	79.15
61100-8204-003-3-320	TECH CNTR TECHNOLOGY LAB EQUIP 05/06	14,000.00
61100-8210-003-3-320	ROBOTICS LAB GRANT	6,000.00
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	TOTAL	270,782.40
INTERNATIONAL PAPER GRANTS, PROGRAM 330		
4-205-61100-6003-002-1-330	SOL MATERIAL-HUNTERDALE	1,729.73
61100-6003-002-1-330	SOL MATERIAL-HUNTERDALE	3,000.00
61320-6012-002-1-330	CLASSROOM CONNECT LIBRARY	2,793.00
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	TOTAL	7,522.73
DOMINION GRANTS, PROGRAM 340		
4-205-61100-5800-002-1-340	PARENT/TEACHER WORKSHOP - DOMINION	2,500.00
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TOTAL 2,500.00

HUNTERDALE FAMILY PRESERVATION, PROGRAM 350

4-205-61100-6000-002-1-350 MATERIAL & SUPPLIES-REG 3,898.95

TOTAL 3,898.95

MENTOR PROGRAM PROJECT, PROGRAM 425

4-205-61100-1620-003-1-425 SUPPLEMENTAL SALARIES-REG 8,666.70

61100-1620-003-1-425 SUPPLEMENTAL SALARIES-REG 14,000.00

61100-2100-003- 425 FICA 1,071.00

61100-2100-003- 425 FICA 1,273.00

61100-3000-003-1-425 PURCHASED SERVICES 6,367.07

61100-6000-003-1-425 MAT'L & SUPPLIES-REG 1,027.61

61100-8200-003-1-425 CAPITAL OUTLAY ADD'L EQUIP-REG 36.00

TOTAL 32,441.38

OPPORTUNITY, INC., PROGRAM 850

4-205-61210-1120-003-3-850 GUIDANCE SERVICE SAL-VOC 80,364.00

61210-2100-003- 850 FICA BENEFITS 6,348.00

61210-2210-003- 850 VRS RET-PROF 4,018.00

61210-2300-003- 850 HOSPITALIZATION 5,781.00

61210-2600-003- 850 VEC 80.00

61210-3000-003-3-850 PURCHASED SERVICE 1,909.00

61210-4000-003-3-850 INTERNAL SERVICES 3,000.00

61210-5200-003-3-850 COMMUNICATIONS 3,850.00

61210-5500-003-3-850 TRAVEL 3,850.00

61210-5500-003-3-850 TRAVEL 1,694.12

61210-6000-003-3-850 INSTRUCTIONAL & EDU MATERIALS 5,000.00

61210-8210-003-3-850 CAPITAL OUTLAY-ADD'L HARDWARE 1,000.00

64200-1190- - 850 SERVICE SALARY 13,000.00

TOTAL 129,894.12

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TOTAL SCHOOL FUND 619,597.06

REVENUE APPROPRIATION FEBRUARY 2006  
(REVENUE RECEIVED FOR ABOVE EXPENDITURES)

SCHOOL FUND

3-205-18990-0032 INSURANCE CLAIMS & DIVIDENDS

3-205-18990-0100 EXPENDITURE REFUNDS 1,038.53

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3-205-18990-0100	EXPENDITURE REFUNDS	1,694.12
3-205-18990-0100	EXPENDITURE REFUNDS	1,205.00
3-205-18990-0100	EXPENDITURE REFUNDS	9,105.44
3-205-18990-0100	EXPENDITURE REFUNDS	2,510.09
3-205-18990-0100	EXPENDITURE REFUNDS	3,437.00
3-205-18990-0100	EXPENDITURE REFUNDS	4,235.00
3-205-18990-0100	EXPENDITURE REFUNDS	8,000.00
3-205-18990-0100	EXPENDITURE REFUNDS	10,000.00
3-205-18990-0101	DONATIONS	2,500.00
3-205-18990-0101	DONATIONS	80,787.00
3-205-18990-0101	DONATIONS	3,898.95
3-205-18990-0101	DONATIONS	8,750.00
3-205-18990-0101	DONATIONS	125,300.00
3-205-18990-0101	DONATIONS	60.00
3-205-18990-0101	DONATIONS	8,955.93
3-205-18990-0101	DONATIONS	822.44
3-205-18990-0101	DONATIONS	28,529.17
3-205-18990-0101	DONATIONS	1,929.82
3-205-18990-0101	DONATIONS	4,810.72
3-205-18990-0101	DONATIONS	450.00
3-205-18990-0101	DONATIONS	1,729.73
3-205-18990-0101	DONATIONS	32,171.48
3-205-18990-0101	DONATIONS	415.31
3-205-18990-0200	E-RATES REFUND	74,219.64
3-205-24020-0915	MENTOR TEACHER PROGRAM	17,168.38
3-205-24020-0915	MENTOR TEACHER PROGRAM	15,273.00
3-205-24020-1025	ALGEBRA READINESS	39,014.18
3-205-33010-0020	SECONDARY SYSTEM AUTISTIC GRANT	450.00
3-205-33010-0030	NO CHILD LEFT BEHIND	2,936.13
3-205-33020-0360	OPPORTUNITY INC	128,200.00
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	REVENUE SCHOOL FUND	TOTAL 619,597.06

A copy teste: \_\_\_\_\_, Clerk

Michael W. Johnson

Southampton County Board of Supervisors

02/27/06

**Vice-Chairman Young moved, seconded by Supervisors Brown and Wyche, to adopt the appropriations resolution. All were in favor.**

Mr. Johnson advised that bills in the amount of \$1,027,891.02 were received.

**Vice-Chairman Young moved, seconded by Supervisors Felts and West, that the bills in the amount of \$1,027,891.02 be paid with check numbers 74260 through 74711. All were in favor.**

Going back to the personnel report, in regards to Jerry Smith resigning from the Sheriff's Office, Supervisor Felts confirmed with Sheriff Vernie Francis, who was in the audience, that Mr. Smith was the head of dispatch. She asked if a replacement for him had been identified? Sheriff Francis replied no.

Moving to the capital funding request, Mr. Johnson announced that included in the agenda was a request for capital funding in the amount of \$10,000 from the Ivor Volunteer Rescue Squad. They proposed to use the funding for expenses associated with building improvements at their Squad Building. He reminded that beginning in FY 2000, the Board agreed to provide almost \$1.2

million over a ten (10) year period for capital improvements for fire and rescue. The allocable share for each fire department in FY 2006 was \$10,000 and for each rescue squad, \$5,000. Funds were earmarked annually for each department or squad and held in escrow pending specific approval by the Board of Supervisors. Escrowed funds would continue to accrue for each department/squad over the next ten years if not drawn down. He noted that the table included in the agenda indicated the status of capital appropriations since FY 2000. As they could see, the Ivor Volunteer Rescue Squad was presently entitled to \$10,000 – \$5,000 from FY 2006 and \$5,000 which was held over in escrow from FY 2005. The request was in order.

**Supervisor West moved, seconded by Vice-Chairman Young, to approve the request, \$10,000, to the Ivor Volunteer Rescue Squad. All were in favor.**

Moving forward, Mr. Johnson announced that included in the agenda was a memorandum from Arthur L. Collins, Executive Director of the Hampton Roads Planning District Commission (HRPDC), seeking their consideration in renewing an existing memorandum of agreement regarding the ground water mitigation program. He advised that the original agreement was executed in August 1994 and subsequently renewed in May 2000. This renewed agreement would extend through December 31, 2010, and would establish the HRPDC responsibilities for conducting the analysis of the impacts of municipal ground water withdrawals in support of local government ground water withdrawal permits and mitigation plans. Among other things, the agreement obligated the HRPDC to:

1. Conduct technical analyses of the impacts of municipal groundwater withdrawal throughout the Hampton Roads region;
2. Respond to requests from member organizations to analyze the impacts of specific municipal groundwater withdrawals;
3. Develop technical recommendations on mitigation responsibilities among member organizations;
4. Provide written reports of its technical analyses to all member organizations.

He stated that the annual cost to Southampton County was approximately \$3,600 and was already one component of our annual appropriation to the HRPDC.

The memorandum of agreement is as follows:

**REGIONAL GROUND WATER MITIAGATION PROGRAM ADMINISTRATION  
MEMORANDUM OF AGREEMENT**

**WHEREAS**, Section 15.2-1300 of the Code of Virginia enables local governments to enter into cooperative agreements to exercise those powers that each may be enabled to exercise, including conducting technical analyses to support such activities; and

**WHEREAS**, Section 15.2-4200 of the Code of Virginia enables local governments to establish Planning District Commissions; and

**WHEREAS**, the fifteen local governments that are signatories to this Agreement have acted, in accordance with Section 15.2-4200 of the Code of Virginia to establish the Hampton Roads Planning District Commission; and

**WHEREAS**, the Hampton Roads Planning District Commission has been requested and has undertaken various studies to support local government water supply development, including ground water resource management, efforts; and

**WHEREAS**, on behalf of the signatory local governments, the Hampton roads Planning District Commission, has contracted with the U.S. Geological Survey to complete various technical analyses of the region's ground water resources, including development of a methodology for allocating responsibilities for ground water impacts, as documented in Michael J. Focazio and Gary K. Spieran, Estimating Net Drawdown for Episodic Withdrawals at Six Well Fields in Virginia Coastal Plan Aquifers, U.S. Geological Survey, Water Resources Investigations Report No. 93-4159, 1992; and

**WHEREAS**, the signatory local governments have requested the Hampton Roads Planning District Commission to administer a Regional Ground Water Mitigation Program, on their behalf; and

**WHEREAS**, on August 11, 1994, the signatory parties entered into the Ground Water Mitigation Program Administration Agreement; and

**WHEREAS**, on May 31, 2000, the signatory parties extended the Ground Water Mitigation Program Administration Agreement; and

**WHEREAS**, in accordance with the provisions of the August 11, 1994 Agreement, as extended on May 31, 2000, the signatory parties have evaluated the Ground Water Mitigation Program and determined that the Program should be continued;

**NOW THEREFORE**, the signatory parties enter into the following Agreement.

This Memorandum of Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 among and between the sixteen cities and counties in Hampton Roads and the Hampton Roads Planning District Commission, establishes and extends the Regional Ground Water Mitigation Program. It outlines the roles and responsibilities of each entity in administering and funding the Regional Ground Water Mitigation Program.

### **BASIC PREMISES**

1. Some local governments in Hampton Roads operate public water supply wells inside and/or outside of their incorporated boundaries.
2. All local governments in Hampton Roads are interested in ensuring that ground water drawdown associated with the operation of public water supply wells does not adversely impact the private wells of their citizens.
3. In the case where operation of a public water supply well causes or contributes to ground water drawdown that renders a well unusable, then mitigation of damages attributable to that drawdown may be sought by the well owner in accordance with local mitigation plans and agreements.
4. This Agreement establishes the administrative framework, which will be used by the local governments in Hampton Roads to obtain technical analysis of requests for mitigation by private well owners or other local governments in Hampton Roads. Financial issues related to these requests are governed by existing interjurisdictional agreements and state-approved Ground Water Mitigation Plans that are separate and distinct from this Agreement.
5. This Agreement applies to all local governments within the Hampton Roads Planning District. All participating local governments will be participants in and signatories to the Agreement.
6. This Agreement will have a term of five years, extending from January 1, 2006 through December 31, 2010. To conform to local government charter and Virginia Code requirements, the funding provisions of this Agreement will be subject to annual renewal.
7. Program costs will be allocated on a pro-rata basis among the local governments. There will be a base buy-in of \$3,000 per local government with the balance of annual costs allocated according to the local share of regional population. The most current estimate of population, developed by the Center for Public Service, will be used as the population base for allocating program costs. Local contributions will be escalated annually to reflect program experience and projected HRPDC expenditures. Future private sector and non-Hampton Roads local government will provide financial support to the program according a yet-to-be-determined formula, which will reflect annual program costs. The funding formula will be evaluated on a regular basis by the HRPDC Directors of Utilities Committee and may be adjusted to ensure its continued equitably.

### **HRPDC RESPONSIBILITIES**

Under the terms of this Agreement, the Hampton Roads Planning District Commission is responsible for the following:

1. Conduct technical analyses of the impacts of ground water withdrawals.
2. Respond equitably and in a timely fashion to requests from all signatory local governments for analyses of the impacts of ground water withdrawals. The time

frame for responses will be based on experience and the complexity of individual cases.

3. Develop technical recommendations on allocation of impact mitigation responsibilities among the local governments. Initially, this determination will be based on application of the superpositioning methodology developed by the U.S. Geological Survey for the Hampton Roads Planning District Commission and its member localities. This methodology is described in Michael J. Focazio and Gary K. Spieran, Estimating Net Drawdown for Episodic Withdrawals at Six Well fields in the Virginia Coastal Plain Aquifers, U.S. Geological Survey, Water Resources Investigation Report No. 93-4159, 1992. It is understood that the superpositioning methodology applies to intermittently pumped wells and not to continuously pumped production wells.
4. Provide report(s) documenting the results of its technical analysis (es) to all signatory local governments.
5. In any case where an aggrieved party appeals a local government mitigation determination, provide the HRPDC analysis to the mitigation panel, established under the local government's mitigation plan. However, the HRPDC will not serve as a member of the mitigation panel.
6. Provide other technical support, as requested, to the signatory local governments for other ground water analyses, including support for development of local ground water withdrawal permit applications and review of other proposed ground water withdrawals which may impact on ground water resources in the Hampton Roads region.
7. On request, provide technical staff support, at cost, to signatory local governments for data collection (field work), required by that local government's permit or mitigation plan, approved by the Department of Environmental Quality (State Water Control Board).
8. Develop staff capability to conduct more comprehensive impact analyses, using the U.S. Geological Survey Southeastern and Peninsula Models, as those models are currently configured and calibrated, and using the U.S. Geological Survey Coastal Plan Model, as it will be configured in the future. It is anticipated that use of these models will provide for analysis of both continuously and intermittently pumped wells, operated by both the public and the private sector.
9. Take steps, in conjunction with the signatory local governments, to involve private sector ground water users in the Regional Ground Water Mitigation Program. Administrative procedures and financial arrangements for private sector and non-Hampton Roads local government participation will be developed in the future, but will reflect the actual cost of the work.

#### **LOCAL GOVERNMENT RESPONSIBILITIES**

Under the terms of this Agreement, the signatory local governments are responsible for the following:

1. Serve as the initial point of contact for aggrieved parties. Request mitigation analyses from HRPDC in a timely fashion following receipt of a claim.
2. Provide any locally-generated/collected data on ground water conditions and well construction that may be useful to HRPDC technical analyses.
3. Provide, in a timely fashion, all technical supporting data required by Mitigation Plans, approved by the Department of Environmental Quality (State Water Control Board) as elements of Ground Water Withdrawal Permits, to the HRPDC for use in analyses of mitigation claims.
4. Provide timely technical review of the HRPDC analyses and conclusions.
5. Support HRPDC efforts to expand the mitigation program to cover all ground water uses.
6. Establish the appropriate mitigation panels, in accordance with local mitigation plans, to hear appeals of initial mitigation responsibility determinations.

**PROCEDURE FOR REQUESTING MITIGATION ANALYSES**

Under this Memorandum of Agreement, the following process will be followed to request HRPDC technical support to address mitigation claims.

1. Aggrieved party contacts the locality of residence.
2. The local government contacts the HRPDC and requests that an impact analysis be conducted. In addition, any signatory local government may request that an impact analysis be undertaken.
3. The HRPDC conducts the analysis, as requested, and advised all signatory local governments of the results of the technical analyses (es).
4. This procedure may be modified from time to time with the concurrence of all signatory local governments, as represented by the HRPDC Directors of Utilities Committee, in order to improve the efficiency of the mitigation process.

**SIGNATORIES**

This Memorandum of Agreement will be executed by the Chief Administrative Officer of each participating local government and by the Executive Director of the HRPDC. Individual signatory pages are included for each participating local government.

- CITY OF CHESAPEAKE
- CITY OF FRANKLIN
- CITY OF HAMPTON
- CITY OF NEWPORT NEWS
- CITY OF POQUOSON
- CITY OF PORTSMOUTH
- CITY OF SUFFOLK
- CITY OF VIRGINIA BEACH
- CITY OF WILLIAMSBURG
- COUNTY OF GLOUCESTER
- COUNTY OF ISLE OF WIGHT
- COUNTY OF JAMES CITY
- COUNTY OF SOUTHAMPTON
- COUNTY OF SURRY
- COUNTY OF YORK
- HAMPTON ROADS PLANNING DISTRICT COMMISSION

**IN WITNESS THEREOF**, the Chief Administrative Officer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

**COUNTY OF SOUTHAMPTON**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**Vice-Chairman Young moved, seconded by Supervisor West, to authorize the County Administrator to execute the Memorandum of Agreement on behalf of Southampton County. All were in favor.**

Moving to the citizen request to address the Board, Chairman Jones recognized Mr. Duane I. Preston.

Mr. Preston stated that according to Mr. Johnson, Southampton County budgeted \$150,000 for economic development. These tax dollars were being used to present Southampton County as a great place to live and do business. He asked, how much money did they think it would take to

reach 3.5 million people? Well, Southampton got some free publicity this month, but it was not the type that was beneficial for promoting life in this County. The February/March 2006 issue of *Peterson's Hunting*, which had readership of approximately 3.5 million people, portrayed Southampton County as one where respect for the constitutional right of all hunters had been discarded in favor of a special interest group. They said, "Virginia's firearms restrictions for hunting border on the schizophrenic." And they used Southampton County's ordinance as an example. Mr. Bob Duncan, Chief of Wildlife for the Virginia Department of Game and Inland Fisheries (VDGIF) stated in the article, "We know these various restrictions are serving as an impediment. I'm constantly hearing from our hunters about how confusing and restrictive these ordinances are." The article continued that, "various ordinances arise not out of science but often out of irrational or political pressure from single-minded special-interest groups. In Southampton County, VA, the muzzleloader ban was born out of political pressure from organized groups of hunters who use shotguns and hounds for all of their deer hunting. They were likely concerned by the additional pressure from the special muzzleloader season that precedes the general gun season." He advised that the February 23, 2006 edition of *The Roanoke Times* published an article titled, "You'll Need an Attorney to Hunt in Southampton County." He stated that this was negative media. Did we want unfavorable media counteracting our economic development endeavors? Did we want prospective businesses that might be interested in locating Southampton County seeing this type of negative advertising? We compete with the rest of Virginia for economically beneficial businesses. They had the choice of going where recreational hunting opportunities were governed by the laws of the state, rather than the laws according to the hunt clubs.

Mr. Preston informed that Southampton County Code Section 10-26 cited three statutory references. The first consisted of definitions, the second permitted hunting with muzzleloading rifles, and the third said that counties may permit muzzleloading rifles. Section 29.1-519, *Code of Virginia*, permitted muzzleloading rifles and shotguns statewide unless shooting was expressly prohibited. Southampton County did not prohibit shooting – they prohibited hunting. Section 29.1-100 defined rifles and shotguns as devices that used fixed metallic cartridges or fixed shotgun shells for ammunition. Muzzleloading firearms were defined as using loose components that were loaded from the muzzle of the gun. Section 29.1-538 stated that counties may permit hunting with muzzleloading rifles. This law was last amended in 1989 and did not conflict with Section 29.1-519, which effective January 1, 2003, added muzzleloading rifles as legal firearms statewide. Section 10-26 of the Southampton County Code did not comply with the laws of Virginia. Did Section 10-26 impede his constitutional right to hunt and harvest game subject to the general laws and regulations as passed by the General Assembly? Yes, absolutely. Did it violate everyone's right to hunt in order to cater to the desires of the hunt clubs by eliminating their competition for deer in Southampton County? Absolutely. Today he was petitioning the Board of Supervisors to amend Southampton County Code Section 10-26 to permit the use of muzzleloading rifles for hunting game species during the prescribed open seasons, exactly as enabled in Section 29.1-528 *Code of Virginia*. Let the landowners control their land and make the decision.

Supervisor Brown asked Mr. Preston if he understood him to say that the definitions of rifle and shotgun had recently changed? Mr. Preston explained that effective, January 1, 2003, rifle was identified as firing fixed metallic cartridges, and muzzleloader was identified as being loaded from the muzzle with powder. Prior to January 1, 2003, the word *rifle* in the *Code of Virginia* was generic and included all rifles and all shotguns – now they were specific separate entities.

Supervisor West stated that this issue had obviously come up before and it needed to be put to rest in favor of those that desired to muzzle hunt. He saw this as an economic advantage to the County. He also saw it as a landowner right to be able to hunt on their own property, as the state provided the right to use the muzzleloader. He had many friends in the County that hunted someplace else with a muzzleloader. He had friends in the County that would oppose muzzleloading season right now, but had said that if the Board approved it, they would buy a muzzleloader tomorrow morning. He also stated that as far as he was concerned, you could not prove a safety issue against it.

**Supervisor West made a motion to direct the County Administrator to prepare an amendment for consideration in the form of a first reading at our regular session of March 27. Supervisor Brown seconded the motion. Supervisors Brown, Faison, Felts, West, and Wyche voted in favor of the motion. Chairman Jones and Vice-Chairman Young voted in opposition to the motion. The vote was 5-2 in favor of the motion, thus the motion passed.**

Moving to the streetlight request, Mr. Johnson announced that they may recall from last month approving four "Watch for Children" signs along Medicine Springs Road (Rt. 657), located north of Southampton Parkway between the Towns of Capron and Courtland. He advised that there were presently forty-three (43) single family dwellings, each with a separate driveway entrance, along this 1.95 mile secondary road. In December, Supervisor Wyche asked that the roadway be evaluated for streetlights in accordance with the Board's adopted policy. In evaluating the project, Mr. Jay Randolph, Assistant County Administrator, met with Mr. Art Forrester of Community Electric Cooperative (CEC) to field verify existing pole and transformer locations before developing a plan. Based on their meeting, they were recommending the installation of ten (10) new streetlights, to be accomplished in two separate phases. He informed that the first phase related to that segment of roadway between Southampton Parkway (Rt. 58) and Indian Woods Trail (Rt. 652) and included four new lights. The non-recurring cost to install these four lights was \$116.81 and the annual operating expense was \$89 per fixture. The second phase related to that segment of roadway between Indian Woods Trail and Indiantown Road (Rt. 651) and included six new lights. Because CEC anticipated soon rebuilding their service line in this area, they were recommending waiting until that time to install the remaining 6 fixtures. Non-recurring costs for these six lights was estimated at \$250. He noted that sketches were included in the agenda illustrating the approximate locations of all the lights.

**Supervisor Wyche moved, seconded by Supervisor Brown, to authorize installation of up to ten (10) streetlights along Medicine Springs Road in relative accordance with the sketches. All were in favor.**

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

CUP 2006:01 Application filed by Ben & Ali Curtis (owners) 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 identified as Tax Map Parcel 24-2-8 and is further identified as 11459 Doles Road (Route 600), Zuni, Virginia. The subject property is located in the Berlin/Ivor Magisterial District.

Mr. Jay Randolph, Assistant County Administrator and Secretary to the Planning Commission, reported that the Southampton County Planning Commission held a public hearing on this application at its January 12, 2006 meeting and recommended approval with the following conditions:

- 1) No more than 12 dogs
- 2) No commercial selling
- 3) Limited to Border Collies only, with the exception of the pet Labrador
- 4) Subject to review after 15 years

Chairman Jones opened the public hearing.

Mrs. Ali Curtis (owner) addressed the Board. She advised that she wanted to be present this morning to answer any questions.

Supervisor Faison asked if she was comfortable with the conditions? Mrs. Curtis advised that regarding condition #3 which limited her to Border Collies only, with the exception of her Labrador, she would rather be restricted to not having certain breeds (such as Pitt Bulls and Rottweilers which often tend to be vicious) than to be limited to Border Collies only. She occasionally took in other people's dogs for obedience training and this would prohibit her from doing so if the dogs were not Border Collies.

Mrs. Curtis clarified for Supervisor Brown that she was comfortable with the number of dogs she would be allowed to keep, as she did not anticipate ever having more than 12.

Supervisor West advised that regarding condition number 4 which stated that the conditional use permit was subject to review after 15 years, he thought 15 years was too long. He thought that perhaps it should be reviewed after 1 year. He wanted to protect all citizens and hoped that in a year, the neighbors (the Presson's), which had expressed some concern at the Planning Commission meeting, and Mrs. Curtis could work something out so they could all be happy.

Mrs. Curtis stated that the Presson's were not here tonight. Also, she was not aware that they had any concerns until they voiced them at the Planning Commission, as they had never spoken to her about anything. She stated that in having animals, occasionally one might get out and wander onto someone's property, and dogs may bark when they see people walk by – that's just part of having animals. But the Presson's were trying to focus on any little thing that might have happened in the past.

Mrs. Curtis confirmed with the Board that she could come back and request an amendment to the conditional use permit at a future date, should she desire to take in a dog other than a Border Collie. She advised that she really wanted to be legal with the dogs she already had, and at the Planning Commission meeting, it seemed that if she pushed the issue of not wanting to be limited to Border Collies only, they might not recommend approval of the conditional use permit.

Supervisor Brown indicated that he did not understand the purpose of Supervisor West's suggestion of reviewing the conditional use permit after 1 year, versus the Planning Commission's recommendation of 15 years.

Mr. Johnson commented that it was the job of Mr. Robert Barnett, Director of Community Development, to ensure that conditions of the conditional use permit were being adhered to.

Supervisor Faison stated that he did not think we needed to set a policy to review this and all future applications after 1 year.

Mr. Glenn Updike spoke. He stated that if he wanted Mrs. Curtis to train his sooner, he wanted her to be able to do it.

Mrs. Teresa Preston spoke. She stated that she agreed with Mr. Updike. She encouraged the Board to think about this, as we needed people like Mrs. Curtis in the community to train animals.

Chairman Jones closed the public hearing.

**Supervisor Wyche moved, seconded by Supervisor Brown, to accept the Planning Commission's recommendation and issue the Conditional Use Permit, subject to the 4 conditions as originally presented. All were in favor.**

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

REZ 2006:01 Application filed by Nunzio Misseri, representative, on behalf of Sanzio Properties LLC, owner, requesting a change in zoning classification from M-1, Limited Industrial to C-B-2, Conditional General Business of approximately 1.7 acres. The subject property is located west of Agri Park Drive and south of Route 58, Southampton Parkway, and is further identified as Tax Map Number 76-36F. The property is located in the Franklin Magisterial District.

Mr. Jay Randolph reported that the Southampton County Planning Commission held a public hearing on this application on January 12, 2006 and recommended approval. He noted that the property was currently zoned Industrial and an industrial site could be developed now. The requested zoning classification of Conditional General Business would actually be a less intensive use of the property.

Mr. Misseri submitted with his application the following excerpts from the Southampton County Code listing the permitted uses in the B-2 District, (and B-1), with uses they would not utilize marked through. (*Note: All uses permitted in B-1 were also permitted in B-2, thus the need to address both Districts.*)

#### ARTICLE VIII. BUSINESS DISTRICT, GENERAL, B-2

##### **Sec. 18-222. Permitted uses.**

In business district B-2, structures to be erected or land to be used shall be for one (1) or more of the following uses:

- (1) Any use permitted in the B-1 local business district, but subject to the development standards of the B-2 district.

- (2) Animal hospital or kennel with any open pens at least two hundred (200) feet from any residential district.
- (2.1) Auction barn, with a conditional use permit.
- (3) Automobile service station, so long as bulk storage of inflammable liquids is underground.
- (4) Automobile or truck, truck trailer or bus sales, service and repair including body or fender repair, but not auto salvage or junk, and any major repair or storage of equipment or materials or damaged vehicles shall be inside a completely enclosed building.
- (5) Automobile or truck parts sales, wholesale or retail, but not storage or sale of junk.
- ~~(6) Automobile storage lot, new or used cars, but not storage or sale of junk.~~
- (7) Automobile used car lot, or used truck sales.
- (8) Bakeries, wholesale or retail.
- ~~(9) Boat and boat trailer sales and storage.~~
- (10) Bottling works, dyeing and cleaning works, linen service, or laundry, furniture refinishing, plumbing, electrical and heating shop, painting shop, upholstering shop not involving furniture manufacture, shoe repair, tinsmithing shop, tire sales and service (including vulcanizing and recapping, but no manufacturing), appliance repairs, and general service and repair establishments, similar in character to those listed in this item, no limit on floor area but provided that no outside storage of material is permitted except as provided in this section.
- (11) Car wash or automobile laundry, automatic or otherwise, providing reservoir space for not less than ten (10) vehicles for each washing lane of an employee operated facility.
- (11.1) Convenience store, as herein defined, with more than twenty-four (24) fuel dispensing nozzles or with any one nozzle exceeding a diameter of five-eighths (5/8) of one inch, with a conditional use permit.
- (12) Exterminating establishment.
- (13) Facilities and structures necessary for rendering public utility service, including poles, wires, transformers, telephone booths and the like for electrical power distribution and communication service, and underground pipelines or conduits for electrical, gas, sewer, or water service, but not including buildings, treatment plants, water storage tanks, pumping or regulator stations, major transmission lines, storage yards and substations which are permitted with a conditional use permit.
- (14) Farm supply and service establishments, implement sales, rental and service, feed and seed store, including custom milling of grain and feed, milk depots and creameries, fertilizer storage in bags or bulk storage of liquid or dry fertilizer in tanks or in a completely enclosed building.
- ~~(15) Firewood operation as defined, with a conditional use permit.~~
- ~~(16) Fortune teller, palmist, astrologist, numerologist, clairvoyant, craniologist, phrenologist, card reader, spiritual reader or similar activity.~~
- ~~(17) Garages, parking, storage or repair.~~
- (18) General advertising sign limited in area to two hundred (200) square feet as a special exception.
- (19) Greenhouses, commercial, wholesale, or retail.
- (20) Hotel, motel, motor lodge or tourist home.
- ~~(21) Ice storage and distributing station of not more than five (5) tons capacity.~~
- (22) Janitorial service establishment.
- (23) Lawnmower, yard and garden equipment, rental, sales, and service.
- (24) Lumber and building materials store, wholesale or retail, but not a lumber yard.
- ~~(25) Material storage or sales yards, in connection with a permitted use where storage is incidental to the approved occupancy of a building, provided all products and materials used or stored are enclosed by a masonry wall, screening, fence, or hedge, not less than six (6) feet in height. Storage of all materials and equipment shall not exceed the height of the wall. Storage of cars and trucks used in connection with the permitted trade or business is permitted within the walls or screen, but not including storage of heavy equipment, such as road building or excavating~~

~~equipment.~~

- ~~(26) Manufactured home sales, display and storage, or sales, rental, display and storage of travel trailers, motor homes, travel vans, and campers provided that all units shall be in useable condition, none shall be placed in a required front yard, the minimum parcel area shall be one-half acre, the storage area shall be separated from the display area by a continuous visual screen with a minimum height of eight (8) feet, such screen consisting of a compact evergreen hedged or foliage screening or louvered fence or wall, and the entire area shall be similarly screened from any contiguous residential district.~~
- (27) Monument sales establishments with incidental processing to order, but not including the shaping of headstones.
- (28) Motorcycle or off-road vehicle sales and service.
- (29) Muffler sales and installation.
- (30) Outdoor sales area or flea markets, with a conditional use permit.
- ~~(31) Peanut buying station.~~
- (32) Plumbing and electrical supplies, wholesale or retail.
- (33) Printing, publishing and engraving establishments, photographic processing or blueprinting.
- (34) Private club, lodge, meeting or assembly hall or fraternal organization or sorority.
- (35) Public or governmental buildings and uses, including government offices, libraries, schools, fire stations (volunteer or otherwise), parks, parkways and playgrounds, with a conditional use permit.
- (36) Radio and television stations and studios or recording studios, but not towers more than one hundred twenty-five feet (125) feet in height except with a conditional use permit.
- (37) Recreation facilities, indoor or outdoor, including theaters, bowling alleys, dance halls subject to applicable county regulations, skating rinks (ice skating or roller skating), swimming pools, miniature golf, billiard or pool parlors, game centers, indoor or outdoor tennis, indoor model racing tracks and similar activities.
- ~~(38) Rental of luggage trailers but not including truck trailer bodies except campers and travel trailers.~~
- (39) Sign fabricating and painting shop.
- (40) Taxidermists.
- (41) Tire sales and installation.
- (42) Wholesale brokerage or storage establishments with floor area devoted to storage or warehousing limited to twenty thousand (20,000) square feet.
- (43) Wireless communication facilities per section 18-427 of this chapter.

(Ord. of 6-18-90, § 19-8.2; Ord. of 12-21-92, § 3; Ord. of 10-24-94; Ord. of 9-23-02(02))

## ARTICLE VII. BUSINESS DISTRICT, LOCAL, B-1

### Sec. 18-192. Permitted uses.

In business district B-1, structures to be erected or land to be used shall be for one (1) or more of the following uses:

- ~~(1) Adult establishments, individual or collectively, including adult arcades, adult bookstores, adult cabarets, adult motion picture theaters, adult theaters and massage parlors, with a conditional use permit, provided that such uses shall not be located within two thousand six hundred forty (2,640) lineal feet of any church, school or residence.~~
- (1) Automobile service stations and self-service stations, as defined, so long as bulk storage of inflammable liquids is underground, but not including major repair and not including storage of wrecked cars or storage or rental of luggage trailers, campers, vans or similar equipment.
- (2) Banks or savings and loan offices.
- (3) Bakeries provided all products produced on the premises be sold at retail on the premises.

- (4) Barber shops or beauty parlors.
- (5) Bicycle sales and repair shops.
- (6) Billiard parlor or pool hall, card room, electronic game center or similar recreational establishment, with a conditional use permit.
- (7) Catering or delicatessen business, but not fast food delivery.
- (8) Clinics.
- (8.1) Convenience store, as herein defined, with a maximum of twenty-four (24) fuel dispensing nozzles, none of which may exceed a diameter of five-eighths (5/8) of one inch.
- (9) Dry-cleaning or pressing pickup stations or shops occupying not more than two thousand five hundred (2,500) square feet of floor area and using no cleaning fluid whose base is petroleum or one of its derivative.
- (10) Facilities and structures necessary for rendering public utility service, including poles, wires, transformers, telephone booths and the like for electrical power distribution and communication service, and underground pipelines or conduits for electrical gas, sewer or water service, but not including buildings, treatment plants, water storage tanks, pumping or regulator stations, major transmission lines, storage yards and substations which are permitted with a conditional use permit.
- (11) Flower shops and greenhouses incidental thereto.
- ~~(12) Frozen food lockers for individual or family use.~~
- ~~(13) Funeral home or undertaking establishment.~~
- (14) Hospital or clinic for small animals, dogs, cats, birds and the like, provided that such hospital or clinic and any treatment rooms, cages, pens or kennels, be maintained within a completely enclosed, soundproof building, and that such hospital or clinic be operated in such a way as to produce no objectionable noise or odors outside its walls.
- (15) Ice distribution stations, automatic, or other drive-in automatic vending machine station. Groups of vending machines shall be contained in a building.
- (16) Institutions, educational or philanthropic, including museums, art galleries and libraries, with a conditional use permit.
- (17) Laundromats or self-service dry-cleaning establishments.
- (18) Laundries occupying not more than two thousand five hundred (2,500) square feet of floor area.
- (19) Laundry and dry-cleaning establishments (combines operation) occupying not more than five thousand (5,000) square feet of floor area and using no cleaning fluid whose base is petroleum or one (1) of its derivatives.
- (20) Nurseries for growing plants, trees and shrubs.
- (21) Nursery schools, kindergartens, child care centers, day nurseries or child day care centers.
- (22) Offices, general business or professional.
- (23) Pet shop or dog beauty parlor, provided that any work rooms, cages, pens or kennels be maintained within a completely enclosed, soundproof building and that such shop or parlor be operated in such a way as to produce no objectionable noise or odors outside its walls.
- ~~(24) Parking lots, parking spaces and parking areas, but not automobile sales or storage lots, use of new automobiles or motorcycle sales or storage.~~
- (25) Private club, lodge, meeting hall or fraternal organization.
- (26) Public or governmental buildings and uses, including governmental offices, police stations, fire stations (volunteer or otherwise) parks, parkways and playgrounds, with a conditional use permit.
- (27) Restaurants, drive-in or otherwise.
- (28) Shoe repairing shops occupying not more than two thousand five hundred (2,500) square feet of floor area.
- (29) Shops for the sale, service, or repair of home appliances, watches and clocks, luggage and leather goods, office machines, electrical and television and phonograph and radio equipment, occupying not more than two thousand five hundred (2,500) square feet of floor area.

- (30) Stores or shops for the conduct of retail business, including sale of accessories, antiques, appliances, art or art supplies, beverages (alcoholic or otherwise), carpets, clothing, drugs, fabrics, food, furniture, jewelry, office supplies and stationary, paint, wallpaper, sporting goods and stationary and similar stores and shops.
- (31) Studios or shops for artists, photographers, writers, teachers, jewelers, weavers or other craftsmen, sculptors or musicians.
- (32) Telephone station or booth, including drive-in or talk-from-car stations.
- (33) Temporary stands, or outdoor areas of temporary truck parking, for sale of produce, Christmas trees, wreaths, holly and the like.
- (34) Wireless communication facilities per section 18-427 of this chapter.

(Ord. of 6-18-90, § 19-7.2; Ord. of 12-21-92, § 2; Ord. of 12-21-92, § 2; Ord. of 9-23-02(2))

Chairman Jones opened the public hearing.

Mr. Nunzio Misseri, representative on behalf of Sanzio Properties LLC (owner), addressed the Board. He advised that he did not have any specific plans yet. He planned to build a “strip” retail center and distributed photos of a strip center similar to what he planned to build in a year or so. He noted that it would be completely paved, landscaped, and well lighted.

Supervisor Brown confirmed with Mr. Misseri that he planned to build 10 units.

Supervisor West remarked that this project looked favorable, especially since we were going to be getting a stoplight at that intersection.

Mrs. Giuseppino Volo, owner of Pino’s Pizza in Courtland, addressed the Board. She advised that she had signatures of people that did not want another Italian restaurant one mile away from hers.

Mr. Dane Scott spoke in favor of the application. He stated that he thought it would be a great asset to the community.

Vice-Chairman Young advised that Mrs. Volo had contacted him, but the Board could not decide the type of restaurant that could or could not be located in the strip center. Attorney Railey confirmed that that was correct.

Chairman Jones closed the public hearing.

**Vice-Chairman Young moved, seconded by Supervisor West, to approve the Planning Commission’s recommendation and approve the request for rezoning. All were in favor.**

Chairman Jones closed the public hearing.

Moving forward to Hampton Roads Partnership matters, Mr. Johnson announced that formed in 1996, the Hampton Roads Partnership was a public-private organization comprising ten cities, six counties, and one town in southeastern Virginia, representing nearly 1.6 million citizens. Comprised of the chief elected official of all seventeen communities, along with private sector, education, military, and labor representation from both south Hampton Roads and the Virginia Peninsula, the Hampton Roads Partnership was the only organization in Hampton Roads that focused on the region’s strategic issues for the purpose of enhancing our competitiveness in the global economy with resulting income and job growth for our citizens. Southampton County had participated in the Hampton Roads Partnership since its inception and Chairman Jones currently represented us on the organization’s Board of Directors. Southampton County provided \$5,352 in financial support to the Partnership in fiscal year 2006.

Mr. Johnson recognized Mr. Bob Sharak, the Partnership’s Director of Special Projects, and Jeff Frizzell, a local television production executive.

Mr. Sharak and Mr. Frizzell addressed the Board. They presented a PowerPoint presentation regarding the proposed creation of a regional film office in Hampton Roads. They advised that the concept had great potential to bring economic benefit and recognition to the Hampton Roads region, including Southampton County. It had been endorsed by the Virginia Film Office and

Virginia Production Alliance. Film, television, and commercial production was an important component of the state's economy, contributing \$192 million in economic impact in 2004. The Virginia Film Office did an adequate job in marketing the Commonwealth, but a region the size of Hampton Roads needed a central point of contact to effectively assist the state in responding to those needs. They reported that according to the Virginia Film Office, since 1998, Hampton Roads had experienced the fastest growth in film related economic impact. In 2004 (the last year for which data had been published) this region reported \$81.8 million in film related economic impact – the largest in the Commonwealth and 43% of the total state impact. The reason for this was that Hampton Roads was the most complete film destination in Virginia. The region boasted a wide range of natural and man made location opportunities. Without changing hotel rooms, production crews could film in urban, suburban, rural, wilderness, water, and historical locations. In addition, there were ample amenities to support out-of-town production crews (good quality hotels, restaurants, etc.).

Mr. Sharak and Mr. Frizzell continued that there was clearly a demand for Hampton Roads as a film, television, and commercial production location – a demand that had not been completely tapped by the industry. With 17 separate jurisdictions, Hampton Roads was hampered by a level of fragmentation that made location shooting a confusing task. Just as a regional marketing organization had greatly helped Hampton Roads economic development efforts, a regional film office would increase the amount of production coming to the region by providing a one stop shop for production assistance and serving as an important extension of state efforts. However, unlike economic development marketing, no regional organization existed to fill this need – until now. They were proposing to coordinate with the 17 Hampton Roads localities in compiling a database of location photos which would be directly marketed to targeted production companies in order to bring film projects to the region. Public funding for the project (\$164,000) would be spread among the 17 Hampton Roads communities, with Southampton County's pro-rata share established at \$5,000. They were seeking a 3-year commitment beginning in FY 2007.

Supervisor Brown advised that since Southampton County had a Native American background, he would think that Southampton County along with Sussex County and Isle of Wight County would be looked at more for documentaries.

Mr. Frizzell advised that they tried to bring people in and match them to the locality that best suited their interest.

Mr. Frizzell informed that Mission Impossible 3 was supposed to shoot in Hampton Roads for 30 days. It was then reduced to 10 days and then to 3 days because there were too many people to deal with. That was what motivated him to do this.

It was consensus of the Board to include funding for the Hampton Roads Film Office into the draft FY 2007 budget.

Mr. Johnson advised that included in the agenda was a request to serve as charter supporter of the Year of Regional Citizenship, another Hampton Roads Partnership initiative, intended to serve as an impetus for events, programs and activities associated with the Jamestown 2007 festivities. There was no cost to participate.

The requested statement of support is as follows:

**Statement of Support**

**Southampton County agrees** to be a charter supporter of the **Year of Regional Citizenship** (April 26, 2006-April 27, 2007) and to seek and pursue opportunities for partnerships and alliances that will enhance the economic vitality and quality of life in Hampton Roads. America's First Region, for many years to come. By signing this statement, we permit our organization's name to be listed on literature promoting the **Year of Regional Citizenship**.

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

**Vice-Chairman Young moved, seconded by Supervisors Faison and Wyche, to execute the statement of support. All were in favor.**

Moving forward, Mr. Johnson announced that last November, he received a proposed mutual aid agreement from Isle of Wight County for fire and rescue emergency medical services. They had developed a boilerplate instrument proposed for use with several of their neighboring localities, including us, Surry County and the City of Suffolk. Because the agreement obligated our volunteer fire departments and rescue squads, he forwarded it to Chief Holt, President of the Southampton County Fire and Rescue Association, and asked that the Association provide him with comments and a recommendation before presenting it to the Board of Supervisors. He stated that Chief Holt distributed the proposed agreement at the Association's December meeting and followed up by placing it on their meeting agenda for disposition on February 14. He understood from Chief Holt that the Association recommended that the County sign this agreement, and if we did so, that the individual departments and squads intended to honor it. He noted that he had invited Chief Holt and Isle of Wight's Director of Emergency Management, Richard Childress, to this morning's meeting to further discuss the agreement and answer any questions.

Mr. Johnson recognized Chief Holt and Richard Childress.

Chief Holt advised that he presented the agreement to the Fire and Rescue Association and received back favorable comments. He pointed out that with 30 days written notice, you could back out of the agreement. He stated that emergency medical services were required to have mutual aid agreements in place – fire departments were not, but it made good sense to have them. He saw it as a benefit to everyone. They appreciated the opportunity to review it before the Board made a decision.

The mutual aid agreement is as follows:

**FIRE AND EMERGENCY MEDICAL SERVICES  
MUTUAL AID AGREEMENT**

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the COUNTY OF ISLE OF WIGHT, VIRGINIA and the COUNTY OF SOUTHAMPTON, VIRGINIA.

WHEREAS, Section 27-1 et seq. of the Code of Virginia (1950), as amended, authorizes local government entities to enter into reciprocal agreements for mutual aid and cooperation in the furnishing of fire protection and Emergency Medical Services (EMS) during any actual or potential emergency resulting from fire, personal injury, or other public disaster; and

WHEREAS, each of the parties hereto maintains equipment and personnel for fire protection and EMS within its own jurisdiction; and

WHEREAS, the parties hereto desire to augment their respective fire and EMS response capabilities in their areas; and

WHEREAS, the lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in an emergency is deemed feasible; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this Agreement to render assistance to one another in accordance with these terms;

NOW, THEREFORE, for and in consideration of the premises and mutual promises set forth herein, the parties do hereby agree as follows:

1. In the event of an emergency in a party's jurisdiction that may necessitate the need of a mutual aid response, it shall be the duty of the requesting jurisdiction's incident commander to assure that the request for the mutual aid response is communicated per the requesting jurisdiction's policy.
2. In the event a request for assistance is properly made by the requesting jurisdiction, the responding equipment and personnel shall remain under the control of their own supervisor(s), the senior supervisor reporting to and taking directions from the requesting party's incident commander.

3. The incident commander of the requesting jurisdiction shall assume full command of the operations, but if that incident commander specifically requests the senior officer of the responding jurisdiction to assume command and that office does so, the requesting party's incident commander shall not, by relinquishing command, be relieved of his/her responsibility for the operation.
4. The requesting party shall be responsible for designating a radio communications system for use by all emergency personnel.
5. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by the local governmental entity within its boundaries shall extend to its participation in rendering assistance outside its boundaries. For purposes of this Agreement, the phrase "mutual aid response" is the rendering of aid by a party outside of its own jurisdictional boundaries.
6. All pension, disability, worker's compensation, life and health insurance and other benefits enjoyed by personnel participating in the mutual aid response shall extend to the services they perform under this Agreement whether inside or outside of their respective jurisdictions. Each party agrees that provisions of these benefits shall remain the responsibility of the participating personnel's jurisdiction.
7. Each party hereto agrees to waive any and all claims against the other party which may arise out of their participation in mutual aid response activities under this Agreement inside or outside of their respective jurisdictions.
8. Neither party to this Agreement shall be liable to the other for reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from the other jurisdiction. Neither party shall be liable to the other for any other costs associated with, or arising out of, the rendering of assistance pursuant to this Agreement.
9. Nothing contained in this Agreement shall in any manner be construed to require either party to respond to a request for services when the service personnel of the jurisdiction to whom the request is made are, in the opinion of the requested jurisdiction, needed or are being used within the boundaries of that jurisdiction, nor shall any such request require the requested jurisdiction to continue to provide services to another jurisdiction when its service personnel, vehicles or equipment are, in the requested jurisdiction's opinion, needed for other duties within its own boundaries.
10. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives the day and year first above written.

COUNTY OF SOUTHAMPTON, VIRGINIA

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

Approved as to form:  
\_\_\_\_\_  
County Attorney

COUNTY OF ISLE OF WIGHT, VIRGINIA

By: \_\_\_\_\_  
Thomas J. Wright, Chairman

ATTEST:

\_\_\_\_\_  
W. Douglas Caskey, Clerk

Approved as to form:  
\_\_\_\_\_  
Jacob P. Stroman, IV, County Attorney

**Vice-Chairman Young moved, seconded by Supervisor Wyche, to authorize the County Administrator to execute the mutual aid agreement. All were in favor.**

Mr. Johnson advised that in a related matter, he was also contacted in late December by Captain Barakey of the Virginia Beach Fire Department regarding a Memorandum of Agreement which would provide for mutual aid amongst all fire departments and rescue squads throughout south Hampton Roads. He had indicated to them that we were interested in that as well and once a draft agreement was developed, he would like to circulate that to our volunteer departments and squads for feedback.

Moving to additional citizen requests to address the Board, Chairman Jones recognized Mr. Roosevelt Hill, Sr.

Mr. Hill addressed the Board. He advised that he was concerned about the lack of recreation in this County for kids. He coached Little League Football in Boykins and had also coached baseball. There was nothing for our kids to do. His oldest son was on drugs, and he thanked the good Lord for saving him. We needed to do something to help the kids. He informed that he worked for the County from the 1970's to 1999 when he had a stroke. Most people that had suffered from a stroke could not walk. He thanked the Lord that he could walk and get around. He wanted to help people and that's what he was going to do for the rest of his life. He asked the Board to consider recreational endeavors for our kids.

Chairman Jones advised Mr. Hill that they would take his request into consideration when preparing the FY 2007 budget.

Chairman Jones recognized Stacy Sult of the March of Dimes.

Ms. Sult addressed the Board. She thanked Southampton County for their support over the years. She advised that the March of Dimes had been around for 38 years. Their mission was to improve the health of babies. They were having a "Walk" on April 23, 2006 at Barrett's Landing in Franklin. Mrs. Amy Carr (of the Commissioner of Revenue's office) had served as Southampton County's team captain for a number of years, but had resigned her position. She was asking for a substitute volunteer to serve as team captain for Southampton. She noted that the March of Dimes goal was met last year and they expected it to be met again this year. She encouraged us to participate.

Moving forward, Mr. Johnson announced that buried in "outgoing correspondence" last month was a letter that he sent to the Virginia Department of Historic Resources in late December, in response to their finding that construction of the new 120' public safety communications monopole behind the Southampton Sheriff's Office would have an adverse impact on historic properties along Main Street Courtland. Included in the agenda was a photograph of the Courthouse and Sheriff's Office with the planned monopole imposed at scale in the background. He stated that the monopole was the linchpin of our new public safety communications system. It was the transmit and receive hub for all emergency communications in Southampton County. Notwithstanding VDHR's concerns and finding, there was no alternative design or location for this tower. He advised that following their suggestion during a face-to-face meeting in Richmond in December, he had indicated in the letter that we may be willing to enter into a Memorandum of Agreement (MOA), agreeing to mitigate the adverse impact of our new monopole by preparing and submitting an application to have the Southampton Courthouse placed on the National Historic Register. He noted that they may vaguely remember that this was something that was suggested, but never pursued, in 2003 while we researched appropriate methods and materials for window replacement and column repair at the Courthouse.

Mr. Johnson continued that in order to meet the provisions of Section 106 of the National Historic Preservation Act (NHPA), it was necessary that we enter into the memorandum of agreement, included in the agenda. It obligated Southampton County to prepare and submit an application for the Southampton Courthouse to be placed on the National Register and to further prepare a written report with archival photographs, structural details, floor plans, and oral histories for presentation to the Southampton County Historical Society and Walter Cecil Rawls Library. He advised that at this time, he did not have cost estimates to prepare the application and report – given the time constraint of 6 and 12 months, this was a project that would likely need to be contracted out. He was hopeful that sufficient funding would be available for this work from the public safety

communications project budget. Regardless, our communications project was at a standstill until the memorandum of agreement was signed.

The memorandum of agreement is as follows:

MEMORANDUM OF AGREEMENT  
AMONG  
THE FEDERAL COMMUNICATIONS COMMISSION,  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICER,  
AND SOUTHAMPTON COUNTY, VIRGINIA  
REGARDING THE PROPOSED  
COMMUNICATIONS TOWER AT 22336 MAIN STREET, COURTLAND, VIRGINIA

**WHEREAS**, Southampton County, Virginia proposes to construct a 120-foot self-supporting monopole telecommunications tower at 22336 Main Street, Courtland, Virginia (with coordinates of N 36° 42' 51.95" and W 77° 04' 04.39"); for use by licensees of the Federal Communications Commission ("FCC"); and

**WHEREAS**, Southampton County, Virginia is a licensee of the FCC and intends to use the tower in connection with the provision of its licensed service; and

**WHEREAS**, the FCC has determined the construction of the proposed tower is a federal undertaking; and

**WHEREAS**, Southampton County, Virginia, pursuant to delegation from the FCC, initiated the National Historic Preservation Act ("NHPA") Section 106 review for the site as required by the FCC rules, 47 C.F.R. § 1.1307(a)(4); and

**WHEREAS**, Southampton County, Virginia has consulted with the Virginia State Historic Preservation Officer ("Virginia SHPO") pursuant to 36 C.F.R. Part 800, regulations implementing Section 106 of the NHPA, and has been invited to participate in this Memorandum of Agreement; and

**WHEREAS**, the FCC and the Virginia SHPO have determined that the tower construction would have an adverse effect on the Courtland Historic District (DHR# 201-5001), which is potentially eligible for listing on the National Register of Historic Places ("National Register"), located near the proposed tower site; and

**WHEREAS**, the FCC and the Virginia SHPO have determined that the above-referenced historical district contains the Southampton County Courthouse (DHR# 201-0003) which is potentially eligible for listing in the National Register within the Area of Potential Effects ("APE") that would be affected by the proposed tower construction; and

**WHEREAS**, Southampton County, Virginia, consistent with the Commission's requirements for environmental review, has considered and evaluated a number of alternative sites for locating the proposed tower and has concluded that all of the sites considered either are unavailable for Southampton County, Virginia's use, are unacceptable to the community, or are unsatisfactory from a technical radio frequency perspective for the coverage needs of the communications systems supported by the antennas to be located on the facility; and

**WHEREAS**, members of the general public and other interested parties were afforded an opportunity to participate in and comment on this proceeding pursuant to a Public Notice published in the *Virginia Pilot* newspaper on September 19, 2005 and conveyed by the FCC's Tower construction Notification System on September 16, 2005, Notification ID 7192; and

**WHEREAS**, the local government officials of Southampton County, Virginia approve construction of the tower at the proposed location; and

**WHEREAS**, the FCC has consulted with the Virginia SHPO and other consulting parties to ensure that historic properties affected by the construction of the tower are taken into account; and

**WHEREAS**, Southampton County, Virginia has made a reasonable and good faith effort to identify and contact Indian tribes that might attach religious and cultural significance to historic properties within the APE, including contacting the Tuscarora nation, Catawba, Cherokee Nation and Easter Shawnee Tribe of Oklahoma; and

**WHEREAS**, the Advisory Council on Historic Preservation (“Advisory Council”) has declined to participate in the negotiation of this Memorandum of Agreement;

**NOW THEREFORE**, the FCC, Southampton County, Virginia, and the Virginia SHPO, agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties, and that these measures shall constitute full, complete and adequate mitigation measures under the NHPA and the implementing regulations of the Advisory Council and the FCC.

## **STIPULATIONS**

The FCC, through coordination with Southampton County, Virginia, will ensure that the following measures are carried out:

### **I. HISTORIC STRUCTURES**

1. Southampton County, Virginia will prepare and submit an application for the Southampton County Courthouse to be considered for placement on the National Register within six months from the date the FCC issued a Finding of No Significant Impact (“FONSI”).
2. Southampton County, Virginia shall prepare additional documentation of the Southampton County Courthouse within one year from the date the FCC issues a FONSI, including but not limited to, archival photographs of significant structural details, floor plans and oral histories of the property provided by interviews conducted with the owner and other knowledgeable persons. The documentation shall take the form of a report. Southampton County, Virginia shall provide two copies of the report to the Virginia SHPO for review and approval. Additional one copy each shall be provided to the Southampton County Historical Society and the Walter Cecil Rawls Library.

### **III. REMOVAL**

In the event that Southampton County, Virginia or its successor abandons the tower and associated facilities described herein, Southampton County, VIRGINIA or its successor shall disassemble the tower and associated facilities within 90 days and notify the Virginia SHPO.

### **IV. DISPUTE RESOLUTION**

Should any party to this Agreement object to any action carried out or proposed with respect to implementation of this agreement, the FCC shall consult with the objecting party to resolve the objection. If the FCC determines that the objection cannot be resolved, the FCC shall request further comments or recommendations of the Advisory Council concerning the dispute pursuant to 36 C.F.R. Part 800. Any Advisory Council comment provided in response to such a request will be taken into account by the FCC in accordance with 36 C.F.R. Part 800 with reference only to the subject of the dispute. The FCC’s responsibility to carry out all actions under the Memorandum of Agreement that are not the subject of the dispute will remain unchanged.

At any time during implementation of the measures stipulated in this agreement, should an objection pertaining to this Agreement be raised by a member of the public, the party to this agreement receiving the objection shall notify the other parties to this agreement and the FCC shall take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this Agreement to resolve the objection.

### **V. ENFORCEMENT**

Failure to carry out the terms of this Memorandum of Agreement will require that the FCC again request the comments of the Advisory Council, in accordance with 36 C.F.R. Part 800. If the terms of this Memorandum of Agreement are not implemented, the FCC shall provide the Advisory Council with the opportunity to comment on the effects and mitigation alternatives.

## **VI. UNANTICIPATED DISCOVERY**

Southampton County, Virginia shall ensure that construction documents contain the following provisions:

1. In the event that a previously unidentified archaeological resource is discovered during ground disturbing activities, all construction work involving subsurface disturbance will be halted in the area of the resource and in the surrounding area where further subsurface remains can reasonably be expected to occur. The Contractor shall immediately notify Southampton County, Virginia who shall notify the FCC and SHPO within 48 hours of discovery. Southampton County, Virginia shall arrange for an archeologist meeting The Secretary of Interior's Qualifications Standards, to inspect the work site and determine the nature and area of the affected archeological resource and assess whether further investigations are warranted. Work may then continued in the project are outside the site area.
2. The FCC will consult with the SHPO to determine the National Register eligibility of the previously unidentified resource. The SHPO shall respond within two business days of receipt of the documentation. The documentation may be submitted electronically. Potentially eligible historic properties will be evaluated using the National Register criteria in accordance with 36 CFR 800.4(c). If it is determined that the resource meets the national Register Criteria (36 CFR Part 60.6), the FCC shall ensure compliance with Section 800.13 of the Council's Regulations. The SHPO shall provide comments on any treatment plan submitted within two business days of receipts. The FCC shall take into account the SHPO's recommendations regarding National Register eligibility and proposed actions, and then advise Southampton County, Virginia to carry out appropriate actions. Southampton County, Virginia shall provide the SHPO a report of these actions once they are completed. If no comments are received from the SHPO, the FCC may assume concurrence and direct Southampton County, Virginia implement the plan. Work in the affected area shall not proceed until both the development and implementation of an appropriate treatment plan; or the determination is made that the located resource is not eligible for inclusion on the National Register.

## **VII. AMENDMENTS**

If any of the signatories to this Agreement believe that the terms of the MOA cannot be adhered to, or that an amendment to the terms of this Agreement must be made, that signatory shall immediately consult with the other signatories to develop amendments to this Agreement. The process of amending this Agreement shall be the same as that exercised in creating the original Agreement. If an amendment cannot be agreed upon, then the dispute resolution process set forth in Stipulation IV above will be followed.

## **VIII. EXPIRATION**

This agreement will continue in full force and effect for the life of the tower unless the FCC, the Virginia SHPO and Southampton County, Virginia agree in writing to other terms.

## **IX. OTHER REQUIREMENTS**

Southampton County, Virginia will file with the FCC an application and environmental assessment within thirty ("30") days of the effective date of this Memorandum of Agreement. Southampton County, Virginia will not initiate construction of the tower until the FCC has approved the environmental assessment.

Execution of this Memorandum of Agreement and implementation of its terms evidence that the FCC has afforded the Advisory Council a reasonable opportunity to comment on the proposed Southampton County, Virginia telecommunications tower and that the FCC has taken into account the effects of this undertaking on historic properties. Stipulation I of this agreement shall be carried out within one (1) years from the date the FCC issues a FONSI or otherwise authorizes construction of the tower, unless the FCC, the Virginia SHPO and Southampton County, Virginia agree in writing to an extension for carrying out its terms. This Memorandum of Agreement shall be effective upon notice from the FCC that all parties have agreed to and signed this Memorandum of Agreement.

## **SIGNATORIES:**

**FEDERAL COMMUNICATIONS COMMISSION**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dan Abeyta  
Assistant Chief, NEPA Adjudications  
Spectrum and Competition Policy Division,  
Wireless Telecommunications Bureau

**VIRGINIA STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Ethel R. Eaton, Ph.D., Manager  
Office of Review and Compliance  
Virginia Department of Historic Resources

**SOUTHAMPTON COUNTY, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Faison stated that he was not sure he understood. Mr. Johnson clarified that the Virginia Department of Historic Resources recognized that there was a need for the tower. They were amenable to allowing the tower if we agreed to *mitigate* the adverse impact of the new monopole on historic properties by preparing and submitting an application to have the Southampton Courthouse placed on the National Historic Register. It would not solve, but *mitigate* the problem.

Supervisor Brown asked, instead of having it contracted out, could we ask the Historical Society to get involved in this? He noted that they just went through this process in having the Rebecca Vaughan House placed on the National Historic Register.

Mr. Johnson advised that he understood from the Historical Society that never again would they go through that. However, if the Historical Society could get it done in time and was willing to do it, we could certainly look at that. Regardless, we had a legal obligation to get it done in 6 months.

**Vice-Chairman Young moved, seconded by Supervisor Brown, to authorize the County Administrator to execute the Memorandum of Agreement. All were in favor.**

Moving forward, Mr. Johnson announced that included in the agenda was a memorandum of proposal from the Timmons Group, our consulting engineer, to develop a Master Plan for the Courtland Wastewater Treatment Plant and its environs. The Master Plan was proposed to be done in concert with the ongoing update of our Comprehensive Plan and would include six components. He advised that the Courtland Wastewater Treatment Plant had been in operation for 26 years. It was designed and was permitted by VDEQ to treat an average of 303,000 gallons of wastewater per day. The plant's annual average for the last 3 years had been roughly 238,000 GPD, which was roughly 78% of permitted capacity. Generally accepted engineering practice was to begin development of a plan to upgrade the plant when average flows reached 80 to 85% of the permitted capacity. Upgrades and/or plant expansion were mandated by VDEQ when the average daily flow reached 95% of permitted capacity. He stated that our Courtland plant was the only centralized wastewater treatment facility in eastern Southampton County and would be expected to serve as the infrastructure hub for any new growth and development (industrial, commercial, or residential) in areas so identified in the Comprehensive Plan.

Mr. Johnson advised that the six components of the study were as follows:

- 1) Definition of a study area, based primarily on areas identified for future growth and development in the new Comprehensive Plan;
- 2) Assessment of the existing condition of the Courtland plant and sanitary sewer system and its ability to meet future projected needs;

- 3) Development of wastewater flow projections to meet the future needs within the study area when considering expected growth rates and prospective industrial/commercial development;
- 4) Anticipation and identification of any future regulatory compliance requirements that may be imposed upon the Courtland plant;
- 5) Identification of required future improvements to the plant and collection system in order to meet the future needs; and
- 6) Development of a 5 and 10-year capital improvement program including project schedule and phasing, budget estimates, and “triggers” for implementation.

He informed that that the quoted cost of the study was \$39,800. Funding was available in the enterprise (water & sewer) budget from the proceeds set aside last year, equivalent to 1¢ on the real estate tax rate, for engineering and/or utility construction related to economic development.

The memorandum of proposal is as follows:

## **MEMORANDUM OF PROPOSAL**

TO: Michael Johnson, Southampton County  
FROM: Judy Ding, PE, Timmons Group  
RE: Proposal – Courtland WWTP and Service Area Master Planning  
DATE: January 17, 2006

### **SCOPE OF SERVICES**

#### **I. OVERVIEW**

- A. The proposed work includes tasks to develop a master plan for the Courtland Wastewater Treatment Plant (WWTP) and the area served by the Courtland WWTP. The master plan shall coordinate with the County’s Comprehensive Plan and shall become a part of the expected 2025 County-wide Water and Sewer Plan.
- B. The tasks shall be performed and presented to the County as technical memoranda (TM) for review throughout the course of the project rather than submitting an entire report at the end of the project. In this manner, County input and feedback is more efficiently and effectively incorporated into the master plan.
- C. The proposed work will be conducted as outlined herein and in accordance with the Owner’s annual engineering services contract with Timmons Group dated June 15, 2004.

#### **II. Technical Memoranda (TM)**

- A. TM-1 Area of Study
  1. Define area of study to include all existing Courtland WWTP service areas and generally bounded by the Nottoway River, city limits of Franklin, Southampton County line, and the Norfolk and Western Railroad. The planning area shall coordinate with the Comprehensive Plan.
  2. Define study periods at 5 years and 10 years.
- B. TM-2 Assess Existing Condition of WWTP and Infrastructure
  1. Conduct physical investigations and review existing utility infrastructure (trunk collections and treatment systems) for adequacy and capacity to meet projected needs (age, structural condition and hydraulic capacity) of the study area.
  2. Identify existing infrastructure problems/needs.
- C. TM-3 Projected Wastewater Flows
  1. Determine unit wastewater flow from historical data (plant and billing records) and compared to standard DEQ unit flows.
  2. Define wastewater quantities and quality.
  3. Applying County’s land use and zoning identified in the Comp Plan, develop flow projections for service in the study area.
  4. Evaluate prospective developments in the industrial service area (i.e. Turner Tract). Factor in expected growth rates.
  5. Evaluate prospective development in the US58 Business corridor.

- D. TM-4 Regulatory Outlook
    - 1. Identify future potential regulatory compliance requirements for the WWTP including increasingly stringent treatment needs (nutrient removal) as related to classification of receiving waters.
  - E. TM-5 Anticipated System Phasing
    - 1. Determine the system infrastructure required to convey the flow to the WWTP.
    - 2. Conceptual sizing and alignment (8-inch diameter and greater) collection lines and force mains to specifically serve the Turner Tract.
    - 3. Determine process selection to meet anticipated regulatory requirements and also applying results of TM-2.
    - 4. Conceptual WWTP sizing and layout. We will evaluate up to 3 alternatives.
  - F. TM-6 Capital Improvement Program
    - 1. Identify capital improvement program for the 5-year and 10-year periods including project schedule/phasing, budget-level costs, and 'triggers' for project initiation.
  - G. Executive Summary
    - 1. Summarize findings of the Technical Memoranda (1-6) in an Executive Summary.
- III. SUPPORTING SERVICES
- 1. Not applicable.
- IV. LOCAL REVIEW AND APPROVAL
- A. Timmons Group shall submit a draft WWTP master plan to the County for review and comment. Comments will be addressed, the master plan revised, and an executive summary will be completed for presentation/approval to the County Board of Supervisors. Board comments will be addressed and the master plan document finalized.
- V. BID AND CONSTRUCTION PERIOD SERVICES
- A. Not applicable.
- VI. INFORMATION PROVIDED BY OWNER
- A. Access to public and private property when required to conduct field investigations.
  - B. All maps, drawings, records, reports and other data, in the files of the OWNER or prepared for the OWNER by other consultants, which are necessary for completion of the Scope of Services.
  - C. Planning documents and growth projections.
- VII. DELIVERABLES
- A. Five (5) copies of each draft Technical Memorandum and Executive Summary shall be delivered for County review.
  - B. Ten (10) copies of the final Master Plan document (GBC-bound compilation of TMs with Executive Summary) shall be transmitted to the County.
  - C. Board presentation – IF REQUESTED by the County, we will present a summary of the Master Plan to the Southampton County Board of Supervisors at a regularly scheduled meeting.
- VIII. ADDITIONAL SERVICES
- A. GIS base mapping scope and fee will be provided as additional services, if requested by the County.

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**PROJECT SCHEDULE**

Timmons Group anticipates schedule to generally conform to that illustrated in the attached Gantt Chart. We will make every reasonable effort to ensure that review agencies respond in a timely manner, but can not guarantee such responsiveness.

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**FEE SCHEDULE**

TM-1 Area of Study .....	\$6,100
TM-2 Existing WWTP and Infrastructure.....	\$6,700
TM-3 Projected Wastewater Flows .....	\$5,900

TM-4 Regulatory Outlook.....	\$3,400
TM-5 Anticipated System Phasing.....	\$10,000
TM-6 Capital Improvement Program .....	\$4,500
Executive Summary .....	\$2,000
Board Presentation.....	\$1,200
<b>TOTAL.....</b>	<b>\$39,800</b>

The above fees are based on completion of the work generally within the 2006 calendar year. Extension of the project’s schedule due to factors outside of Timmons Group’s control, which result in the project’s completion after December 31, 2006, may require inflation-based adjustment of fees remaining at that time.

**PROPOSED BY:** \_\_\_\_\_  
**Senior Project Manager, TIMMONS GROUP**

**ACCEPTED BY:** \_\_\_\_\_  
**Southampton County**

**DATE:** \_\_\_\_\_

Supervisor West stated that this was a good thing. We would be ahead of the game if industries came in. Chairman Jones remarked that this had to be done.

**Supervisor West moved, seconded by Vice-Chairman Young, to authorize the County Administrator to accept the proposal. All were in favor.**

Moving forward, Mr. Johnson announced that last August, the Hampton Roads Mayors and Chairs Caucus began discussing creation of a Military and Federal Facilities Alliance to promote the common good of the region by seeking to influence federal legislation and other actions controlled or funded by the federal government in order to retain and attract federal facilities or institutions. He advised that the city managers and county administrators of the Hampton Roads region were requested to collaborate and develop a proposed organizational structure and the law firm of Kaufman and Canoles was engaged to develop organizing documents. The city managers and county administrators were also asked to collectively review proposals and interview Washington-based consultants to assist with the organization’s lobbying efforts. To make a long story short, plans had developed to a point where each community must decide if it wished to participate. The organization was proposed to be funded by a \$0.40/per capita contribution from participating communities. Accordingly, our pro-rata share to participate was slightly more than \$7,100 in FY 2007 and they were further seeking \$1,790 for the remainder of FY 2006. He stated that candidly, the group recognized that the counties of Surry and Southampton and the City of Franklin may not benefit significantly from federal and military facilities in Hampton Roads. They were not counting on our support but did not wish to arbitrarily exclude us if we wished to participate. He noted that included in the agenda were copies of certain correspondence, the organization’s proposed bylaws, and articles of incorporation to help them better understand the initiative.

Mr. Johnson advised for their information that the City of Franklin had indicated that they did wish to participate.

Vice-Chairman Young commented that he had mixed feelings. Supervisor Faison did not think we should participate, as we should spend our dollars on ventures whereby Southampton County would benefit more from. It was consensus of the Board not to participate.

Moving forward, Mr. Johnson announced that included in the agenda was a DRAFT Proffer Policy Analysis Report prepared by Springsted Consultants. He reminded that this report was authorized and directed by the Board in August 2005. It had been developed simultaneously with a similar report for the City of Franklin and the cost of the study, \$36,000, would be shared equally by the city and county. He emphasized that this was NOT the final report and it was still in draft form. He advised that representatives from Springsted were here to present their work.

Mr. Johnson recognized Mr. John Maxwell, Senior Vice President, and Mr. Nick Dragisich, Executive Vice President of Springsted.

Mr. Dragisich reported that based on the study, Southampton County could expect to collect \$451 for single-family homes, \$16 for condominiums and townhouses, \$1,720 for multifamily homes, and \$3,005 for manufactured housing. He explained that since Southampton County was anticipating the debt financing of most of the major anticipated capital expenditures, and because of its relatively small real estate tax revenues, the suggested cash proffers were less than they might otherwise be under different conditions. In calculating the amount of proffers that Southampton County could collect, amenities and services such as parks and recreation, transportation, libraries, schools, fire and rescue, law enforcement, and administration were considered. The County's population, number of occupied homes, number of people per housing type, number of students enrolled in schools, and average number of transportation trips per housing type were also considered. The suggested proffer amount of \$451 for single-family homes included \$3 per home for library services, \$326 for schools, \$28 for administrative facilities, and \$94 for law enforcement. It did not include support for transportation, parks and recreation, or fire and rescue services. He advised that the study indicated that the Comprehensive Plan should identify locations and public facilities needed to meet the planned population of the County. Proffer guidelines would depend on what was included in the Comprehensive Plan. As a result, the Comprehensive Plan, which was currently being updated, may need to be revised to include plans for future facility and service expansions, so proffers could be accepted for these amenities.

Mr. Dragisich continued that methods of determining cash proffers could be based on the county's capital improvements plan, the cost to build needed facilities, or the cost to maintain an existing level of service. They were suggesting that the County accept proffers based on a five-year capital improvement plan or on the cost-to-build method because they were relatively easy to calculate and could demonstrate that the cash proffer contributions accepted were proportionate to the share of the capital facilities actually budgeted and used by new residents. He explained that cash proffers could only be accepted when a rezoning application was submitted, and would be based on the impact that the rezoning would have on the County. For example, in order to accept a cash or land proffer for schools, it must be theoretically shown that a proposed residential rezoning (development) would have impacts on a school. Accepting cash proffers was not meant to provide an additional revenue stream to improve services provided by the County for existing residents. Proffers were intended to help with the additional fiscal strain associated with schools, law enforcement services, etc. due to new development. They encouraged the acceptance of land and facility donations, especially for fire and rescue, library, and park facilities, but only if they were included in the County's Comprehensive Plan. He advised that the County would be provided with a cash proffer computer model and staff would be trained on how to use it. Figures could be plugged into the model and/or altered after the Capital Improvement Plan and Comprehensive Plan were updated, which may in turn yield higher cash proffer amounts.

Supervisor West asked why we could expect to collect \$3,500 for manufactured housing, as opposed to only \$451 for single-family homes? Mr. Dragisich replied that typically a higher number of occupants and students resided in manufactured housing as opposed to single-family homes. He added that their figures were based on the 2000 census data – they were not speculative figures.

**Vice-Chairman Young moved, seconded by Supervisor West, to forward the draft report to the Land Development Task Force and Planning Commission for review and comment. All were in favor.**

Regarding miscellaneous issues, Mr. Johnson announced that included in the agenda was a copy of VDOT's recent solicitation for proposals to construct a new Route 460. Initial proposals were due in June 2006 but it was expected to take up to 2 years to develop a comprehensive agreement.

He advised that included in the agenda was correspondence from the Hampton Roads Arts Trust, which had now been officially formed and was up and running. Also included was a "white paper" and a copy of the Articles of Incorporation. The Trust was a public-private organization, which had been developed to provide financial oversight and create an endowment whose annual earnings would be used to close the fiscal gap for performing arts organizations in Hampton Roads, including the Virginia Symphony, Virginia Arts Festival, Virginia Stage Company, and Virginia Opera. They had established a fund-raising goal of \$30 million, \$5 million of which they hoped would come from local governments in Hampton Roads. They were not asking for funding yet, but were giving notice that a request would likely be forthcoming.

Mr. Johnson informed that included in the agenda was a copy of the Genieve Shelter's quarterly report. He noted that Mrs. Diane Kropewnicki of Zuni represented Southampton County on the organization's Board of Directors.

He advised that included in the agenda was a copy of the Hampton Roads Partnership's 2006 Legislative Agenda. While broad in nature, among other things, the agenda focused on funding for transportation, higher education, modeling and simulation, port development, and tourism.

Mr. Johnson informed that included in the agenda was a copy of the Annual Report by Senior Services of Southeastern Virginia (SSSEVA). In 2005, SSSEVA served more than 2,450 Southampton County residents. He noted that Southampton County was represented on the organization's Board of Directors by Arthur B. Harris, Jr., and Walter D. Brown, III.

Continuing with miscellaneous issues, Mr. Johnson advised that included in the agenda was an article from *Small Flows Quarterly* which highlights technology options for development of onsite disposal systems as opposed to simply relying on centralized wastewater service areas to guide future growth and development.

He informed that included in the agenda was copied correspondence from Mayor Council of Franklin seeking to establish a meeting between Franklin, Southampton, Isle of Wight, and Suffolk to discuss a regional approach to municipal wastewater planning. He had responded that we would like to participate in the discussion, but because of conflicts, the meeting had not yet taken place.

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

- 1) From the Virginia Department of Health, a Notice of Violation sent to the 460 Café for failure to collect the required bacteriological sample in the fourth quarter of 2005;
- 2) From the Virginia Department of Health, a Notice of Violation sent to the Town of Courtland for exceeding the primary maximum contaminant level for fluoride during the fourth quarter of 2005;
- 3) From the Virginia Department of Health, a Notice of Violation sent to the Dairy Queen for failure to collect the required bacteriological sample in the fourth quarter of 2005;
- 4) From the Virginia Department of Health, a Notice of Violation sent to the Colonial Coast Girl Scout Camp in Sedley for exceeding the primary maximum contaminant level for total coliform bacteria in the fourth quarter of 2005.

He reported that that the following incoming correspondence was received:

- 1) From The Virginia Department of Emergency Management, congratulations on our successful completion of an all-hazards mitigation plan (Note: the plan will be presented for official adoption once we receive comments back from FEMA);
- 2) From The U.S. Small Business Administration, notice that they recently approved a \$185,000 loan guaranty for a local business which is expected to create 9 new jobs in the next 2 years;
- 3) From Leroy Bennet, Chairman of the SPSA Board of Directors, a copy of his response to Dalton Edge, Mayor of Chesapeake, related to his recent letter to the editor regarding importation of garbage into the Hampton Roads region (the letter to the editor is also attached);
- 4) From the Department of Taxation to Judge Westbrook Parker certifying that prospective members of the Board of Equalization have been adequately trained in accordance with state statutes;
- 5) From Jim Parkhurst, Extension Wildlife Specialist, a copy of an email to Wes Alexander confirming that bounties are largely ineffective in controlling coyote populations, should they become a problem at some future time in Southampton County.

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

Chairman Jones asked if there was anything to come before this Board?

Mr. Glenn Updike indicated that he wished to speak.

Chairman Jones advised Mr. Updike that he would allow him to speak this morning, but from now on, he and any other citizen wishing to address the Board, would need to submit a letter to Mr. Johnson the week prior to the Board meeting requesting time on the agenda to speak.

Mr. Glenn Updike stated that he wanted to talk about 2 things. Number 1 - He asked were we going to roll over and play dead in the rural areas of the State of Virginia? The majority of state money was going to metropolitan localities. We had narrow roads and school bus accidents, but we were sitting back and doing nothing. He suggested that the Board of Supervisors and the School Board write to their state representatives. If we do nothing, we will get nothing. Number 2 – He noticed in the paper that the average income per household was going down. We needed to spend money wisely. The elderly were getting a 3% increase and then Medicare was wiping that out. Average and low-income people were getting hit the most. He was proposing that when we looked at the budget, to get somebody on the staff that could economically analyze every decision the County made. He would like for somebody on the staff to explain to him how we could give Narricot \$7,000 a year (*note: he said \$7,000 but actual figure is \$700,000*) when they did not pay half that much in taxes. We would never get enough back from them in return.

Supervisor Brown thanked the Board for their support of SJR No. 152 (seeking official state recognition of the Cheroenhaka Indian Tribe).

Mr. Will Haas spoke. He stated that he had a problem with businesses using our (residential) trash dumpsters. He was told that they could do it and they were disposing of stoves, refrigerators, etc. He thought it was part of their business expense to dispose of their trash.

The Board took a 5-minute recess.

Upon returning to open session, **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) (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;**

**Section 2.2-3711 (A) (3) Discussion of the acquisition of property for a public purpose where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; and**

**Section 2.2-3711 (A) (7) Consultation with legal counsel regarding specific legal matters requiring the provision of advice by counsel.**

**Vice-Chairman Young moved, seconded by Supervisors Wyche, to conduct a closed meeting for the purpose previously read.**

Mr. Richard Railey, County Attorney, Mrs. Julia Williams, Finance Director, Mr. Jay Randolph, Assistant County Administrator, and Mr. Julien Johnson, Public Utilities Director, were also present in the closed meeting.

Upon returning to open session, **Vice-Chairman Young moved, seconded by Supervisor Wyche, 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 Felts advised that she had received several phone calls concerning environmental issues with the Harris Road development, as that used to be a County dump at one point. She asked if there would be any liability on the part of the County?

Supervisor West advised that there were similar issues in Ivor on Sadler Road. That was an old dump back in the 40's and 50's and people had built over top of it.

Mr. Johnson advised that before the Harris Road property was sold by International Paper, he had a prospective buyer – not the one that ended up buying it, but a prospective buyer – call and question that. He found absolutely no record of where that landfill was. He noted that he vaguely remembered it as a boy. He stated that the Department of Environmental Quality (DEQ) had no records either. So he did not know what else to tell people. It might be out there and it might not.

Supervisor Felts advised that she had a gentleman tell her that he remembered going to the dump there with his daddy, who was a farmer, and they threw everything in there including dead caucuses. He was just wondering if it would be a liability for the County.

Mr. Johnson stated that he was sure that if anything ever came up, everybody that had ever owned the property would be named in a suit.

Supervisor West stated that the person who bought it had the problem. They assumed the risks and hazards, did a title search, and everything else that was necessary.

Supervisor Brown advised that the Jamestown 2007 Celebration was rapidly approaching and millions of dollars would be coming into the Richmond and Jamestown areas. We hoped to attract some of that money here to our area. The Cheroenhaka Indian Tribe Pow Wow was scheduled for July this year and there would be a big push in 2007. It normally cost \$10,000-\$12,000 to put on a Pow Wow, and they normally ended up in the negative each year and had to personally contribute \$2,000-\$3,000. They appreciated Southampton County's support in the past and hoped that they could count on some additional support in 2007.

There being no further business, the meeting was adjourned at 10:45 AM.

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Dallas O. Jones, Chairman

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Michael W. Johnson, Clerk