

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 April 23, 2007 at 8:30 AM.

SUPERVISORS PRESENT

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

SUPERVISORS ABSENT

None

OTHERS PRESENT

Michael W. Johnson, County Administrator (Clerk)
James A. Randolph, Assistant County Administrator
Julia G. Williams, Finance Director
Robert L. Barnett, Director of Community Development
Julien W. Johnson, Jr., Public Utilities Director
Richard E. Railey, Jr., County Attorney
Susan H. Wright, Administrative Secretary

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

Chairman Jones sought approval of the minutes of the March 13, 2007 mini retreat and March 26, 2007 regular meeting. Regarding the mini retreat minutes, Supervisor Brown pointed out the sentence at the bottom of page 226 that stated, "Supervisors Brown and Felts apologized for being late – they had to attend a Republican Party meeting." He stated that he would like for the reason they had to attend the meeting to be added for clarity, which was "to obtain nominations as candidates for the Board of Supervisors election". Regarding the regular meeting minutes, Supervisor Brown pointed out the sentence on page 228, about 4 paragraphs from the bottom, that stated, "Mr. Kee informed that regarding the Adopt-A-Highway program, 25 people had picked up 125 bags of trash recently." It should state 25 *groups* and not 25 people. Mr. Richard Railey, County Attorney, advised that the mini retreat minutes reflected that he was not present, but he was indeed present.

It was consensus of the Board to approve the minutes with those changes.

Regarding highway matters, Mr. Johnson announced that as directed last month, he had invited Sandon Rogers, a staff member in Isle of Wight County, to attend the meeting this morning to discuss potential collaboration regarding two highway-related matters. The first matter related to a potential prohibition of truck traffic along Route 620 from Ivor to Smithfield. The second matter related to the cooperative purchase of an excavator specifically designed to clean outall ditches.

Chairman Jones recognized Mr. Sandon Rogers.

Mr. Rogers advised that Isle of Wight County was looking into prohibiting truck traffic along Route 620 from Ivor to Smithfield. However, they could not do so without Southampton County's cooperation in prohibiting truck traffic along Route 616.

Supervisor Brown advised that he was concerned with whether trucks would have access to make deliveries to local businesses along Route 620, and also how this would affect the new Route 460.

Vice-Chairman Young stated that he talked to some people who had businesses on Route 620 and they were in favor of prohibiting the truck traffic, as trucks were using it as a cut-through and the roads were in disrepair.

Supervisor West advised that he spoke with some people who owned businesses in Ivor and they

had no problem with the truck traffic being prohibited – it would have very little impact.

Mr. Rogers informed that Isle of Wight County also wanted to discuss the possibility of cooperatively purchasing an excavator specifically designed to clean outfall ditches. The Virginia Department of Transportation (VDOT) maintained very few outfall ditches, at least in Isle of Wight County. Isle of Wight held a citizens' meeting on this issue and it was a very important issue to the citizens. Ditches were overflowing and were functioning at half-capacity at best. The County and the citizens wanted to be more active in cleaning outfall ditches. Citizens were more willing to provide the County with a temporary easement to access the outfall ditches. The County was working with agricultural and economic development on a program to keep outfall ditches cleaned out. If you could get the debris out the ditches, the ditches would clean themselves. An excavator specifically designed to clean outfall ditches was needed, but it was very expensive. Isle of Wight wanted to gauge Southampton County's interest in the cooperative purchase of an excavator to be used to clean outfall ditches in both Southampton County and Isle of Wight County.

Supervisor Faison stated that a plan to clean outfall ditches that involved everyone was a great idea.

Supervisor West agreed. He advised that he would like to meet with an Isle of Wight staff person and ride around and identify some problems.

Supervisor Brown thought it was important to clean outfall ditches. He noted that loggers were responsible for plugging up a lot of the ditches.

Supervisor Brown asked Mr. Rogers if he had a cost estimate? Mr. Rogers replied not yet – they wanted to see if Southampton was even interested first.

It was consensus of the Board to support Isle of Wight's endeavor to prohibit truck traffic along Route 620 by agreeing to prohibit truck traffic along Route 616 in Southampton County, and to also try and work with Isle of Wight County in the cooperative purchase of an excavator. Chairman Jones asked Mr. Rogers to keep in touch with Mr. Johnson.

Continuing with highway matters, Mr. Johnson advised that the Independent Review Panel evaluating PPTA proposals for improvements to Route 460 would receive public comment on Monday, April 30, 2007 from 6:00 PM to 10:00 PM at Windsor High School. Included in the agenda was a copy of VDOT's latest newsletter regarding the PPTA review process.

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

Mr. Lomax advised that Benny Necessary, Superintendent of the VDOT Franklin Area Headquarters, and Tim Grizzard, Superintendent of the VDOT Capron Area Headquarters, were taking over the areas previously covered by the VDOT Berlin Area Headquarters which was closed.

Mr. Lomax informed that they were receiving calls about trash on the roads – they had picked up trash on Route 687. They had repaired potholes at Kingsdale and Shands in Courtland. The plant mix schedule would start in June. They cleaned ditches on Routes 611, 622, 635, and 682. They also repaired shoulders on Route 611. They graded all of the dirt roads in the Capron area. Bridge crews were working throughout the County – they had taken care of rust holes and beams on Route 652.

Mr. Lomax advised that they had received a complaint about a sign on Statesville Road near the North Carolina line. That sign had been replaced 5 times. If it kept being stolen, they were going to continue to see it missing. They were going to replace it a 6th time, but they needed to come up with some way to keep the sign from being stolen. The signs had theft resistant bolts but people knew how to get around that.

Mr. Lomax apologized to Mr. Glenn Updike, as Mr. Updike had an issue with the curve on Rochelle Swamp Road and he had not had an opportunity to look at that yet. However, he would do so today.

Mr. Lomax informed that drainage issues in Edgehill were still being looked at. They were talking to the persons who handled beavers to remove those beavers. They should know soon whether or not removing the beavers would resolve the problems. If not, they still planned to try and do something with those pipes, which would be very expensive. If he had to, he would put it in the budget.

Mr. Lomax advised that also in the budget was a cross pipe on Route 671 that they were getting ready to repair. In Newsoms, there was an 18-inch pipe in which the flow line was a foot higher on the downfall, which meant it was running uphill. If they could fix it, they might not have to replace that pipe. He noted that if they did have to replace it, it would cost about \$35,000. If they repaired it and it still continued to flood in Newsoms, they would replace the pipe. The funding had been requested in this year's upcoming budget.

Supervisor Brown advised that he appreciated Mr. Keith Johnson of Benny Necessary's Headquarters (Franklin Area) for riding around with him to identify problems in the Newsoms and Blackwater precincts.

Supervisor Wyche stated that he knew they had completed a traffic study, but he was still getting a lot of complaints about people speeding up and down Medicine Springs Road, especially since there were a lot of children who lived on that road and played outside. Mr. Lomax indicated that he would have traffic engineering look at that again. Chairman Jones commented that it was a problem – he had to stop suddenly on that road yesterday to keep from hitting two little boys who came out of their yard riding bicycles and crossed right in front of him.

Supervisor Wyche advised that a streetlight was installed on Medicine Springs Road, but the lady residing in the last house on the left in the first section was still in the dark. Mr. Johnson indicated that that was a County issue.

Supervisor West advised that regarding one of the outfall ditches on Route 635 that was cleaned out recently, we recently had 3 inches of rain and no water gathered whatsoever. And that cleanout consisted of leaf removal with a pitchfork. He thanked Mr. Lomax. Mr. Lomax commented that removing leaves, trash, and logs with pitchforks and shovels could make a huge difference.

Mr. Lomax clarified that they no longer used a piece of equipment known as a "Spider" because environmental laws changed and required them to haul away the debris. At that point, they needed to get a dump truck back there, so they may as well use the backhoe.

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

CUP 2007:03 Application filed by Susan R. Iseminger, applicant, requesting a conditional use permit pursuant to Section 18-27 of the Southampton County Code in order to operate a child day care center. The subject property is currently zoned R-2, Residential and contains approximately .46 acres and is identified as Tax Map Number 78A-1-15. The property is located at 216 Queens Lane approximately ½ mile south of the intersection with Clay Street (U.S. Rt. 58 Business) in the Franklin Magisterial District.

Mr. Jay Randolph, Assistant County Administrator and Secretary to the Planning Commission, reported that the Planning Commission held a public hearing on this application at its March 8, 2007 meeting and recommended approval, subject to the following six (6) conditions:

- A 6-foot privacy fence be installed on the property
- No more than 10 children
- Hours of operation 6:00 AM – 6:00 PM
- No outside activity before 10:00 AM
- CUP would be non-transferable
- Review it in a year

Chairman Jones opened the public hearing.

Mrs. Susan Iseminger, owner/applicant, addressed the Board. She advised that she had been keeping children for 5 years and her intentions were to keep them safe. There were some concerns from the neighbors. The children would be in the back yard at all times other than when they had to come into the house or if she had children getting on or off of the school bus. Those children were supposed to walk on the driveways and sidewalks into the house – they were not to play in the street. The safety of the children was her sole position. That was why she watched children – to help keep them safe. As far as the traffic, there was a little congestion in the morning when parents dropped their children off, and again in the afternoon when they came to pick their children. But you were talking about a 5- or 10-minute window. She intended to keep that process as smooth as possible.

Vice-Chairman Young stated that he received a couple of concerns but he considered them to be very minuscule. He thought the letters of recommendation for the application far outweighed the concerns. He thought we were fortunate to have a daycare center of this caliber.

Supervisor Felts asked if she kept any children after school? Mrs. Iseminger replied that it was during school hours that she kept children. Two children of her own got on and off the bus and there were 2 other children that got off of the bus at her house and she kept them for an hour.

Supervisor Brown commended Mrs. Iseminger, as it appeared from the letters of recommendation that she was highly qualified. Regarding the hours of operation from 6:00 AM – 6:00 PM, what was the impact of parents who had a problem and could not get there by 6:00 PM? Mrs. Iseminger replied that she charged a fee if children were not picked up by 6:00 PM, so hopefully that would encourage parents to pick up their children on time. Very rarely did a parent pick up their child after 6:00 PM. Supervisor Brown advised that he was asking because one of the conditions was that the hours of operation be from 6:00 AM – 6:00 PM, and he wondered how it would affect the conditional use permit if a parent were to show up at 8:00 PM for example. Mr. Randolph stated that that would become an enforcement issue.

Supervisor Faison commended Mrs. Iseminger for what she was doing because daycare was such a need in this County. He agreed with Vice-Chairman Young that the benefits far outweighed any concerns. Supervisor West also agreed.

Mr. Glenn Updike spoke. He stated that the condition of not letting the kids out to play until 10:00 AM was ridiculous and should be removed. A child going there at 6:00 AM or 7:00 AM and being forced to stay in the house for 3 or 4 hours was ridiculous. What about people mowing yards and driving vehicles making noise? Especially in the summertime, those children needed to go out and play before the heat of the day.

Mrs. Iseminger thanked Mr. Updike for his comments.

Supervisor West agreed with Mr. Updike. He asked what was the reason for that condition? Secretary Randolph advised that that condition was placed on the application based on potential noise concerns. This was a neighborhood where houses were located on ½ acre lots and were relatively close to each other. The neighbor to the left of the property had some concerns as to how early 10 children could possibly be outside running, screaming, and playing.

Supervisor Faison advised that he thought that condition should be removed. Supervisor West agreed. He added that Mrs. Iseminger served the citizens. It was not right for her own children to be allowed to go outside before 10:00 AM and not the other children.

Supervisor West moved, seconded by Vice-Chairman Young, to amend the condition to no outside activity before 8:00 AM. All were in favor.

Chairman Jones closed the public hearing.

Vice-Chairman Young moved, seconded by Supervisor Faison, to accept the Planning Commission's recommendation and approve the conditional use permit, subject to the 6 specified conditions, one of which as amended.

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

REZ 2007:01 Application filed by Jack T. & Patricia Randall, owners, requesting a change in zoning classification from M-1, Limited Industrial to C-B2, Conditional General Business approximately 5.77 acres for the purpose of office and retail development and self storage buildings, as conditioned. The subject property is located on the north side of Southampton Parkway (U.S. Rt. 58) approximately 210 feet west of the intersection with Storys Station Road (Rt. 650). The property is further identified as Tax parcel 76-36A and is located in the Jerusalem Magisterial District.

Mr. Jay Randolph reported that the Planning Commission held a public hearing on this application at its March 8, 2007 meeting and recommended approval, subject to the following voluntary proffers:

1. The following uses otherwise permitted in B-1 zones (Business District, Local) shall be excluded: 0.1, 1, 13, and 27 (with respect to drive-in restaurants only). *(Note: All uses permitted in B-1 were also permitted in B-2, thus the need to address both Districts.)*
2. The following uses otherwise permitted in B-2 zones (Business District, General) shall be excluded: 2, 2.1, 3, 4, 6, 7, 11, 11.1, 15, 16, 20, 26, 29, 30, and 31.
3. The subject property will be developed in substantial accordance with the site plan exhibit dated January 3, 2007, prepared by Art-Ray Corp.
4. The improvements on the subject will be connected to public utilities.
5. The site will be landscaped with appropriate trees, shrubs, flowers, etc., and the cutover area at the rear of the site will be replanted to buffer the project from adjoining properties.

Note: For clarity in exactly what uses were permitted in the B-1 & B-2 Districts, and exactly what uses the applicant was excluding, the following excerpts from the Southampton County Code have been included in these minutes listing the permitted uses, with the uses the applicant would not utilize marked through:

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 derivatives.
- (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 or 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. * Drive in only excluded *~~
- (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))

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 eights (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))

Chairman Jones opened the public hearing.

Mr. Damian Dwyer of the law firm Carter & Dwyer addressed the Commission. He advised that Mr. Jack Randall, owner/applicant, Mr. Chris Parrish, Engineer with Art-Ray Corp, and Mr. Dane Scott of Scott & Associates Realtors, who would be the project manager if this project were approved, were here this morning. He stated that the subject property was located west and adjacent to the Sunoco station on Rt. 58 across from Food Lion in Courtland. From the westbound lane, it would be a right turn in and right turn out. About 2 acres was wetlands and would not be used. The remainder would be used for 15 commercial/retail/office spaces and 147 storage units which would be located behind the commercial spaces. He noted that 30 of the 147 storage units would be climate controlled. The proposed development was consistent with the surrounding uses. They were requesting a rezoning from M-1 to B-2, which was down-zoning in a sense because the property could currently be developed by right for industrial uses. The applicant planned to spend \$15,000 in landscaping. Also, 58 parking spaces were required, but 89 had been planned for. The entire project was a \$1.5 million investment.

Supervisor West asked what was the timetable for the project? Mr. Dwyer advised that all of the storage units and the first 7 of the commercial/retail/office spaces would be completed first. Then once those 7 spaces were pretty much filled, they would complete the other 8.

Mr. Dane Scott stated that there had already been interest in one retail space and one office space.

Mr. Randolph clarified for Supervisor Brown that this project would have to hook up to public utilities, but we had to have the public utilities ready for them to do so. He noted that there was a water line across the street in the Business Park.

Chairman Jones closed the public hearing.

Supervisor Felts moved, seconded by Vice-Chairman Young, to accept the Planning Commission's recommendation and approve the conditional rezoning, subject to all voluntary proffers. All were in favor.

REZ 2007:02 Application filed by Wayne M. & Judith R. Cosby, applicants, requesting a change in zoning classification from A-1, Agricultural to C-RR, Conditional Rural Residential approximately 9.0 acres from a 95.16 acre parent tract for the purpose of three (3) residential building lots, as conditioned. The application is subject to the standards provided under the Sliding Scale, Section 18-179 of the Southampton County Code. The subject property is located on the east side of Drake Road (Rt. 638) approximately ¼ mile south of the intersection with Beaton Road (Rt. 640). The property is further identified as Tax Parcel 48-35 and is located in the Franklin Magisterial District.

Mr. Jay Randolph reported that the Planning Commission held a public hearing on this application at its March 8, 2007 meeting and recommended approval, subject to the following voluntary proffer:

- A cash proffer in the amount of \$1,728 per lot to be paid upon issuance of the building permits

Chairman Jones opened the public hearing.

Mr. Wayne Cosby, applicant, addressed the Board. He advised that the subject property was all wooded – there was no open land. They were requesting that 9 acres be rezoned to Rural Residential to allow for the development of three (3) 2 ½ - 3 acre building lots. All of the lots would be facing Drake Road and the homes to be built would have minimum square footage requirements.

Mr. Ash Cutchin spoke. He asked if the remaining acreage could be subdivided? Mr. Randolph replied no – it could be used for recreational or agricultural purposes or the construction of one home. He noted that the remaining acreage totaled 86 acres.

Chairman Jones closed the public hearing.

Vice-Chairman Young moved, seconded by Supervisor West, to accept the Planning Commission's recommendation and approve the conditional rezoning, subject to the voluntary proffer. All were in favor.

Mr. Johnson announced that the fourth public hearing was to consider the following:

REZ 2007:03 Application filed by Klassic Smiles & Associates LLC, owners, requesting change in zoning classification from A-1, Agricultural to C-RR, Conditional Rural Residential approximately 35.0 acres from a 229.85 acre parent tract for the purpose of seven (7) residential building lots, as conditioned. The application is subject to the standards provided under the Sliding Scale, Section 18-179 of the Southampton County Code. The subject property is located on the west side of Popes Station Road (Rt. 609) approximately ¼ mile south of the intersection with Barrow Road (Rt. 658). The property is further identified as Tax Parcel 72-25 and is located in the Capron Magisterial District.

Mr. Jay Randolph reported that the Planning Commission held a public hearing on this application at its March 8, 2007 meeting and recommended approval, subject to the following voluntary proffers:

- A cash proffer with each lot in the amount of \$1,728 per lot
- 1700 square foot requirement for 1-story homes and 2500 square feet requirement for 2-story homes to be built on the property

Mr. Richard Railey, County Attorney, advised that he represented Klassic Smiles and the Estate of Robert Hill, and excused himself from the discussion to avoid any potential conflict of interest.

Chairman Jones opened the public hearing.

Mr. Sherman A. Vincent, partner in Klassic Smiles & Associates LLC, addressed the Board. He advised that 5 lots would be facing Popes Station Road, and 2 lots would be located behind those lots and would have a deeded access.

April 23, 2007

Supervisor Brown asked Mr. Randolph what were the square footages of the surrounding homes? Mr. Randolph replied that it was a rural area and the home sizes varied.

Mr. Ash Cutchin spoke. He stated that he did not see a site plan. And this project was clearly road stripping that the County was trying to prevent.

Chairman Jones closed the public hearing.

Supervisor Wyche moved, seconded by Vice-Chairman Young, to accept the Planning Commission's recommendation and approve the conditional rezoning, subject to all voluntary proffers. All were in favor.

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

An ordinance amending Section 1-13.1 of the Southampton County Code increasing the fee assessed in all criminal and traffic case convictions for the funding of courthouse security personnel from five dollars (\$5) to ten dollars (\$10).

The ordinance amendment is as follows:

AN ORDINANCE TO AMEND SECTION 1-13.1 TO ASSESS A FEE
OF TEN DOLLARS (\$10.00) IN ALL CRIMINAL AND TRAFFIC CASE CONVICTIONS
FOR THE FUNDING OF COURTHOUSE SECURITY PERSONNEL

BE IT ORDAINED by the Board of Supervisors of Southampton County, Virginia that the Southampton County Code be, and hereby is, amended by adding the following Section to Chapter 1, as Section 1-13.1:

Sec. 1-13.1. Assessment for the funding of Courthouse Security Personnel.

It is hereby assessed the sum of ~~FIVE DOLLARS (\$5.00)~~ *TEN DOLLARS (\$10.00)* costs in each every criminal and traffic case in which the defendant is convicted in the Southampton County General District Court, the Southampton County Juvenile and Domestic Relations Court, and the Circuit Court of Southampton County, Virginia, which shall be collected by the Clerk of the court in which the case is heard and remitted to the Treasurer of the County of Southampton to be held by said Treasurer subject to appropriation by the Board of Supervisors of Southampton County for the funding of Courthouse Security Personnel.

The assessment provided for herein shall be in addition to any other fees prescribed by law.

The provisions of this ordinance shall be effective ~~July 1, 2002~~ 2007.

For state law authority, please see § 53.1-120 of the 1950 Code of Virginia, as amended.

A copy teste: _____, Clerk
Southampton County Board of Supervisors
Adopted: ~~May 28, 2002~~ April 23, 2007

Mr. Johnson clarified for Supervisor Brown that ten dollars (\$10) was the maximum fee that could be accessed as provided for by the state enabling legislation.

Chairman Jones opened the public hearing. No members of the public wished to speak. Chairman Jones closed the public hearing.

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

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 and Fire Department Activity, Solid Waste Quantities, and Personnel.

In regards to new housing starts, Mr. Johnson clarified for Supervisor Brown that the numbers were down, but did pick up some in March. The trend was a definite turn downward.

In regards to solid waste quantities, Mr. Johnson advised that they disposed of 872 tons in March, which was down from 1,591 tons in March of last year.

In regards to the personnel report, Mr. Johnson advised that the annual salary of Joyce A. Mayfield of the Sheriff's Office increased to \$28,974 effective 04/10/07 as a result of transferring from a dispatcher to a deputy sheriff. He informed that McCoy L. Eaton of the Sheriff's Office resigned effective 04/09/07.

Supervisor Brown commended Mr. David Britt, Southampton County Treasurer, for his proactive approach in collecting delinquent taxes.

Moving to appointments, Mr. Johnson announced that Dallas O. Jones' current term on the Planning Commission would expire April 30, 2007. Terms were for 4 years and he was eligible for reappointment. The Planning Commission was comprised of nine members – one from each election district, one from the Board of Supervisors and one at-large.

Supervisor West moved, seconded by Vice-Chairman Young, to reappoint Dallas O. Jones to the Planning Commission. All were in favor.

Mr. Johnson advised that they may recall from their October 2006 regular session that Franklin Dowless was appointed to fill the unexpired term of Alice Scott through May 30, 2007. Mr. Dowless was eligible for reappointment. He noted that this appointment could wait until next month.

Supervisor West advised that he would follow up with Mr. Dowless.

Moving to financial matters, Mr. Johnson announced that bills in the amount of \$1,119,603.09 were received.

Vice-Chairman Young moved, seconded by Supervisor West, that the bills in the amount of \$1,119,603.09 be paid with check numbers 81088 through 81461. All were in favor.

Moving forward, Mr. Johnson announced that included in the agenda were a couple of e-mail transmittals which he thought captured the direction given last month regarding the requests of the Southampton County Historical Society. Also included in the agenda were a couple of follow-up letters received since last month that were self-explanatory. There was one matter, however, that was not specifically discussed by the Board that the Historical Society specifically asked them to consider. They were seeking their consideration in publicly designating the Southampton County Historical Society as the "official" organization to preserve, present, and interpret the Southampton County Insurrection of 1831 – he was open to their direction.

Attorney Railey advised that he had grave concerns about designating the Historical Society as the "official" organization. He was not sure if it was legal, as he could not find any authority for it.

Supervisor Faison thought that perhaps they would be making a mistake to designate one body. Supervisor Wyche agreed.

Supervisor Brown pointed out that they were requesting to be designated as the "official" organization – not the *only* organization. Maybe they needed to look at the function of the Historical Society. The Insurrection needed to be told truthfully.

Supervisor West stated that he thought the Historical Society was great, but he did not want to keep anybody else from contributing.

Vice-Chairman Young moved, seconded by Supervisors Brown and West, to table a decision on whether or not to designate the Southampton County Historical Society as the "official"

organization. All were in favor.

Moving to the citizen requests to address the Board, Chairman Jones recognized Mr. Frank S. Bryant.

Mr. Bryant advised that our zoning ordinance defined and regulated commercial canine training facilities, or fox pens, but did not regulate, in any way, private training facilities for use by the owner or owner's family. Private fox pens needed to be regulated. There was a private fox pen going up 42 steps from his bedroom window. Foxes carried rabies and children played in that area. The people trying to put up this private fox pen did not obtain the proper permits the first time and a stop work order was issued. The law meant nothing to these people. The Army Corp of Engineers was called. They came to the site and another stop work order was issued. A change in the law could help this.

Supervisor West asked if he had ever made an application to the County to construct a fox pen of his own? Mr. Bryant replied yes, but he did not go through with it due to all the concerns.

Mr. Bryant stated that the County needed to regulate both private and commercial fox pens. The only difference in the two was that money was passed with the commercial use.

Vice-Chairman Young asked if he was the only person affected? Mr. Bryant replied no, there were numerous complaints. Vice-Chairman Young asked how many residences were affected? Mr. Bryant replied 15.

Attorney Railey confirmed for Supervisor West that the person who was currently in the process of putting up a private fox pen was grandfathered.

Mr. Bryant stated that Mr. Nurney (the person putting up the private fox pen) was in big trouble with the Federal Government. Supervisor West stated that that was an accusation.

Continuing with citizen requests to address the Board, Chairman Jones recognized Mr. Ash Cutchin.

Mr. Cutchin advised that he appreciated the opportunity to speak. He recently received a letter from Congressman J. Randy Forbes regarding illegal immigration and he felt compelled to address the Board regarding this issue. Congressman Forbes recently announced his support for H.R. 1355, the Scott Gardner Act, a bill that would make DUI convictions grounds for mandatory detention and deportation for illegal immigrants and provide local law enforcement with tools to partner with the federal government to address illegal immigration. "The tragic accident in Virginia Beach, caused by an illegal immigrant who had previous alcohol-related convictions, has brought a critical issue to light," said Forbes. "The United States is in need of immigration reform that will address issues such as this. The Scott Gardner Act takes small yet important steps towards tangible solutions, more effective communication and increased resources needed to reduce the impact of illegal immigration, one of our nation's greatest vulnerabilities."

Congressman Forbes also recently joined with House colleagues in two separate letters to the nation's top leaders, President George W. Bush and House Speaker Nancy Pelosi, asking them to preserve the rights of American citizens by enforcing immigration laws and preventing the automatic legalization of millions of illegal immigrants currently living in the United States. "America's elected leaders have a responsibility to protect the rights of the citizens they represent," Forbes said. "American workers suffer when wages are depressed due to the hiring of illegal immigrants. Allowing amnesty will only continue the flood of illegal immigrants across our borders. My constituents want to see tough enforcement of our laws and legislation that strengthens our borders." The bipartisan letter to President Bush states in part, "As Members of the House of Representatives, we appeal to you on behalf of American workers. We urge you to continue recent efforts to vigorously enforce the laws that ensure that employers do not hire illegal immigrants." The letter goes on to state that the hiring of illegal immigrants creates "unfair competition in the labor market and depress wages for all workers." The Center for Immigration Studies has found that the current level of immigration has reduced the wages of the average native-born worker in a low-skilled occupation by 12% a year, or almost \$2,000. Members asked Speaker Pelosi to refrain from allowing legislation containing amnesty provisions to the House Floor, which would potentially grant millions of illegal immigrants' automatic citizenship in this

country. The letter stated in part, "The United States has the most generous legal immigration system in the world. We should take the side of American workers and taxpayers, legal immigrants and the rule of law. Please oppose any effort to put illegal immigrants on the path to amnesty."

Mr. Cutchin advised that Congressman Forbes strongly opposed amnesty for illegal immigrants who broke the nation's laws, and supported the improvement of control along the nation's borders and the protection of the legal rights of citizens of the United States. He served on the House Judiciary Committee, the House Judiciary Immigration Subcommittee and the House Immigration Reform Caucus. Mr. Cutchin asked the Board to consider drafting a resolution in support of Congressman Forbes' efforts to stop illegal aliens. Localities needed to join together. The government has its own retirement that was separate from ours so they did not care what happened. He asked the Board to consider sending a letter to Governor Tim Kaine in support of Congressman Forbes' efforts and insisting that the Federal government take steps to combat this problem. He asked the Board to also consider enacting some type of regulation locally that would prevent landowners who employed illegal aliens from qualifying for land use value taxation in Southampton County.

The Board took a 5-minutes recess.

Upon returning to open session, Mr. Johnson announced that as discussed last month, included in the agenda was a copy of the proposal from the Hampton Roads Planning District Commission (HRPDC) to assist in development of a Parks and Recreation Master Plan. Their work would reflect and incorporate many components of the recently completed 2007 Update of the Southampton County Comprehensive Plan. They had included, for their review and consideration, a proposed scope of work and project schedule. Included in the proposal was facilitation of 4 separate meetings with the County Parks and Recreation Task Force (to be appointed), and four public meetings to solicit input from interested citizens. He advised that the cost for their services was \$25,000 with an additional \$10,000 to be set aside for a subcontracted telephone survey of Southampton County residents concerning recreation facility and activity desires. He stated that the HRPDC was a non-profit public agency that functioned as a resource of technical expertise for the 16 local governments it represented in Southeastern Virginia. They provided assistance on local and regional issues related to economics, physical and environmental planning, and transportation. He noted that should they authorize this work, their FY 2008 draft budget would need to be amended accordingly.

It was consensus of the Board to authorize this work.

Vice-Chairman Young moved, seconded by Supervisor West, to authorize the County Administrator to finalize the scope of work and execute the letter of agreement with the HRPDC. All were in favor.

Moving forward, Mr. Johnson announced that some of them may recall from 1998 approving and participating in a regional program, "Help to Others," or H2O for short. Simply put, the program was created to provide one time per year financial aid to families or individuals in danger of losing residential water service due to nonpayment, because of a family crisis. The program was supported primarily by voluntary donations from customers of public water utilities across Hampton Roads. Donations were solicited twice annually by each waterworks in the region via advertisements printed on their water bills. For the 6-year period from 1999-2005, \$205,000 was disbursed in assisting more than 1,400 families. The program had been dormant since 2005. He advised that the region's utility directions had expressed a strong interest in reactivating the program in the fall of 2007. Because the program was never incorporated as a nonprofit organization, contributions were ineligible for tax deductions. At its quarterly meeting in January, the Executive Committee of the Hampton Roads Planning District Commission approved incorporation of the program as a 501 (c) (3) organization and was asking each of the sixteen (16) respective members to approve the articles of incorporation and bylaws prior to May 1.

Supervisor Brown confirmed with Mr. Johnson that the guidelines of the program would remain the same.

Supervisor Wyche moved, seconded by Vice-Chairman Young, to approve the articles of incorporation. All were in favor.

Moving forward, Mr. Johnson announced that as briefly mentioned in his budget presentation of April 11, staff was exploring the feasibility of refinancing the Series 1994A Water and Sewer Revenue Bond (originally \$2.25 million @ 4.5% for 40 years with FmHA) in an effort to reduce the overall cost of borrowing and to restructure cash flow to provide for approximately \$250,000 of capital improvements over the course of the next 3 years. Our financial advisors, Davenport & Company, LLC, had agreed to explore this idea on a risk-free, no commitment basis. They would only be paid if they could bring a deal to the table that met the objectives described above. They proposed to prepare bidding documents for potential bank placement, evaluate the cost effectiveness of the responses, prepare an amortization schedule for direct comparison to the existing schedule to fully outline potential benefits of a refinancing, execute the financing documents in cooperation with our bond counsel, and coordinate the transfers at closing. The entire process, should the Board choose to proceed, was expected to take 5-8 weeks. He advised that included in the agenda was a copy of a brief PowerPoint presentation which he received via email from Davenport this week. Their presentation included financial models for 2 separate scenarios. The first scenario simply reduced the remaining term of the loan from 27.5 years to 25 years, while the second scenario reduced the term and freed up substantial cash savings over the next 3 years for capital improvements. The model indicated, that given certain assumptions, we could generate more than \$250,000 in cash over the next 3 years AND reduce the overall cost of borrowing over the next 25 years by almost \$38,000. While this was only a model, it certainly indicated that sufficient opportunity may exist, and it seemed worthwhile to explore (particularly since exploration was risk-free).

Supervisor Wyche moved, seconded by Supervisor Felts, to authorize county staff to collaborate with Davenport & Company to explore potential refinancing opportunities. All were in favor.

Regarding miscellaneous issues, Mr. Johnson announced that included in the agenda was correspondence from the Virginia Department of Taxation advising that our estimated assessment ratio for 2007 was 80.5%. This estimate was based on 77 property sales that occurred between November 2006 and February 2007. Last year's estimated ratio was 95.4% (following the reassessment). In 2005 (prior to the reassessment), our actual computed ratio was 63.94%. The assessment ratio was the relationship between a property's assessed value and its selling price. This relationship was expressed as a ratio (a percentage). The assessment ratio was calculated by dividing the property's assessed value by the property's selling price. For example, if a property was assessed at \$95,000 and sold for \$100,000, you would divide \$95,000 by \$100,000 and this would give you an assessment ratio of 95%.

Mr. Johnson clarified for Supervisor Brown that our estimated assessment ratio of 80.5% for 2007 reflected the difference in market conditions.

Mr. Johnson advised that included in the agenda was a copy of The Genieve Shelter's most recent newsletter. They were attempting to raise the \$500,000 necessary to construct the transitional housing project.

Mr. Johnson informed that he was pleased to report that Harrison Jamison, our most-recently hired Building Inspector, successfully passed the Residential Building Inspector Certification Exam, administered by the International Code Council (ICC). One of the requirements imposed upon Mr. Jamison was that he successfully pass 4 certification exams (residential building, plumbing, electrical and mechanical) within 3 years of employment (he joined us last summer). One down – three to go. The exams were not easy and required substantial preparation and study. He asked that the Board take a moment in passing to congratulate Harrison on his most recent accomplishment.

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

1. Copied correspondence from the Blackwater Regional Library advising of their plans to initiate two separate studies; a space needs assessment and a pay and classification study;
2. Copied correspondence from Medical Transport advising of an upcoming increase in service fees for contracted emergency medical service in FY 2008 (this was already included in the draft budget);

3. Copied correspondence from Congressman Randy Forbes providing a status report on his quest for funding of the Chowan River Basin study;
4. Copied correspondence to VDEQ, from Draper Aden Associates on behalf of Southampton County Schools, relative to wastewater treatment facilities at Capron Elementary School; and
5. Copied correspondence to Chairman Jones from the Rosemont Cemetery Association, objecting to any trail development along the Lake Gaston pipeline.

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

Moving to late arriving matters, Mr. Johnson announced that the covenants, conditions and restrictions (CCR's) for the Southampton Business Park provided that the Board of Supervisors should review and approve all building and landscaping plans for projects within the park. The purpose of the architectural review was to insure that the external design and finish generally conformed with the CCR's and was in harmony with the other projects in the park.

Mr. Johnson shared a full copy of the architectural plans of Southampton Terminal, LLC (to be located in the Southampton Business Park). Supervisor Brown asked if the facility would be equipped with "roll-on roll-off." Mr. Johnson replied that he thought so, but that was not the purpose of this review. Supervisor Brown noted that he asked because it would impact the amount of time containers would be sitting around.

Vice-Chairman Young moved, seconded by Supervisors Felts and Wyche, to approve the architectural review plans of Southampton Terminal, LLC. All were in favor.

Mr. Johnson shared a full copy of the architectural plans of Feridies' new peanut processing and packaging facility (also to be located in the Southampton Business Park).

Vice-Chairman Young moved, seconded by Supervisor Felts, to approve the architectural plan of Feridies'. All were in favor.

Chairman Jones asked if there was anything else to come before this Board before going in to closed session?

Mr. Jay Randolph advised that the Planning Commission was proceeding with the establishment of a subcommittee assigned with the task of updating the Subdivision Ordinance. They wished to have a member of the Board of Supervisors on the subcommittee.

Supervisor West volunteered to serve on the subcommittee.

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) (3) Discussion or consideration of acquisition of real property for a public purpose where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body;

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) (30) Discussion of the award of a public contract involving the expenditure of public funds including interview of offerors, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body; and

Section 2.2-3711 (A) (1) Discussion of performance of specific employees.

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

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Richard Railey, County Attorney, Julia Williams, Finance Director, Jay Randolph, Assistant County Administrator, Robert Barnett, Director of Community Development, Julien Johnson, Public Utilities Director, and John Smolak, President of Franklin-Southampton Economic Development Inc., were also present in the closed meeting.

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

Chairman Jones advised that during the closed meeting, it was consensus of the Board to provide the County Attorney, Richard E. Railey, Jr., with a \$15/hour increase.

Supervisor Brown moved, seconded by Supervisor Wyche, to provide the County Attorney with a \$15/hour increase, effective July 1, 2007. All were in favor.

Attorney Railey thanked the Board.

Chairman Jones advised that during the closed meeting, it was consensus of the Board to provide the County Administrator, Michael W. Johnson, with a 5% salary increase.

Mr. Johnson stated that he was flattered, but would only accept a 3% salary increase.

Vice-Chairman Young moved, seconded by Supervisor Faison, to provide the County Administrator with a 3% salary increase, effective July 1, 2007. All were in favor.

Chairman Jones advised that during the closed meeting, it was also consensus of the Board to adopt the following employment agreement between Mr. Johnson and the Board:

Employment Agreement

Introduction

This Agreement, made and entered into this 23rd day of April, 2007, by and between the Board of Supervisors of Southampton County, Virginia, (hereinafter called "Employer") and Michael W. Johnson, (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

This agreement shall remain in full force in effect from July 1, 2007 until terminated by either the Employer or the Employee, as provided in Section 9, 10 or 11 of this agreement.

Section 2: Duties and Authority

Employer agrees to employ Michael W. Johnson as County Administrator to perform the functions and duties specified in Section 2-5 of the Southampton County Code and to perform other legally permissible and proper duties and functions as the chief administrative officer of Southampton County, Virginia.

Section 3: Compensation

A. Beginning July 1, 2007, Employer agrees to pay Employee an annual base salary of Ninety-five thousand, four hundred eighty-one dollars (\$95,481.00) payable in installments at the same time that the other management employees of the Employer are paid.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided pursuant to Section 3 (C).

C. Consideration shall be given on an annual basis to increase compensation. The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted in accordance with the provisions of Section 12 of this Agreement.

Section 4: Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other employees of Southampton County.

B. The Employer agrees to pay the full cost of Employee's participation in the Virginia Retirement System which shall include regular or work-related disability retirement benefits and basic group life insurance benefits.

Section 5: Annual and Sick Leave

A. On the effective date of this agreement, the Employee shall be credited with annual leave equal to the highest annual accrual provided to all other employees and shall then accrue annual leave on a monthly basis at the highest rate provided to any other employees. In the event Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be fully compensated, in lump sum, for all accrued annual leave, not to exceed the highest annual accrual provided to all other employees.

B. On the effective date of this agreement, the Employee shall be credited with 2,100 hours of accrued sick leave and shall then accrue sick leave on a monthly basis at the highest rate provided to any other employees.

C. The Employee is entitled to accrue unused sick leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated at twenty-five percent of his current rate of pay for sick leave earned, not to exceed five thousand dollars (\$5,000.00).

Section 6: Automobile

The Employee's duties require exclusive and unrestricted use of a full-size automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause. The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of said automobile.

Section 7: Retirement

The Employer agrees to enroll the Employee into the Virginia Retirement System and to make all the appropriate contributions on the Employee's behalf, for both the Employer and Employee share required.

Section 8: General Business and Professional Development Expenses

A. Employer agrees to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. Said organizations shall include, but not be limited to, ICMA and the Virginia Local Government Manager's Association (VLGMA).

B. Employer agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, VLGMA Winter and Summer Meetings, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

Section 9: Termination

For the purpose of this agreement, termination shall occur when:

A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

B. If the Employer or legislature acts to amend any provisions of the Code of Virginia or the Southampton County Code as they may respectively pertain to the role, powers, duties, authority, responsibilities of the Employee's position or that substantially change the form of government in Southampton County, Virginia, the Employee shall have the right to declare that such amendments constitute termination.

C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

D. If the Employee resigns following an offer to accept resignation, a vote of no-confidence or a suggestion of resignation by the Employer, whether formal or informal, as represented by a majority of the governing body, then the Employee may declare a termination as of the date of the offer, vote or suggestion.

E. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to one year's salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for all accrued sick leave and annual leave in accordance with the provisions of Section 5. For a minimum period of one year following termination, the Employer shall pay all costs for Employee's continued participation in the medical insurance program and the Virginia Retirement System.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 60 days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee each April, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 15: Residency

Employee agrees to establish and maintain residence within the corporate boundaries of Southampton County, Virginia.

Section 16: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the duration of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the

provisions of this Agreement or any other law. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other department heads of the Employer, as provided in the Personnel Management Plan of Southampton County, Virginia.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Chairman, Board of Supervisors
Southampton County
Post Office Box 400
Courtland, VA 23837

(2) EMPLOYEE: Michael W. Johnson
31477 Unity Road
Sedley, VA 23878

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on July 1, 2007.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Approved in regular session, this ____ day of _____, 2007 by resolution of the Southampton County Board of Supervisors.

BOARD OF SUPERVISORS

MICHAEL W. JOHNSON

Dallas O. Jones, Chairman

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Dallas O. Jones, Chairman of the Board of Supervisors of Southampton County, Virginia.

My commission expires_____.

Notary Public

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Michael W. Johnson.

My commission expires _____.

Notary Public

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

Chairman Jones asked if there was anything else to come before this Board before they continued their FY 2008 budget deliberations?

Supervisor West advised that he had received several complaints about the building department, particularly regarding one employee. The most recent complaint was that this employee had instructed a citizen to do one thing, and when the citizen came back with what he had been told to do complete, the employee told him that the law had changed a day or so before and none of that was any good. He noted that this was the most recent complaint, but he had received other complaints in the past. Chairman Jones and Vice-Chairman Young advised that they had also received complaints.

Mr. Johnson advised that he was not aware of what they were speaking about. However, he asked them to meet with him and discuss this situation.

Chairman Jones announced that they would now continue with FY 2008 budget deliberations.

Supervisor West stated that they were providing the schools with an additional \$434,400, or 4% more than last year. He thought the proposed FY 2008 budget was an excellent budget at this time and he recommended that they go ahead with the proposed 4¢ increase on the real estate tax rate.

Supervisor Brown advised that he hated to see the 4¢ increase, but they did not have a choice.

Supervisor West reminded that landowners did see a significant decrease in their real estate taxes due to land use. He noted that he thought it would be a good idea for Mr. Johnson to write a letter explaining the budget decision, instead of letting others write what they want and dwell on it.

Mr. Johnson clarified for Supervisor Brown that the proposed budget did not include funding for a wastewater treatment plant.

Supervisor Brown asked if the funding we were proposing for the new Riverdale Elementary included water and sewer? Mr. Johnson replied no – Hampton Roads Development had a contract with the School Board to supply water and sewer to the school. He added that they were looking at talking to George Fiscella of Hampton Roads Development about a pumping station. Mr. Fiscella could build one to serve the school and his adjacent project, but they may look at the big picture and talk to him about building one to meet the County's future needs also.

Vice-Chairman Young moved, seconded by Supervisor Felts, to advertise the proposed FY 2008 budget, with the changes made today (authorization of parks and recreation master plan, increase in salary of County Attorney, and increase in salary of County Administrator), and the change made at the Budget Work Session of April 18, 2007 (Board authorized funding for Blackwater/Nottoway Riverkeeper Program) for public hearing on May 21, 2007 at 7:00 PM. All were in favor.

April 23, 2007

There being no further business, the meeting was adjourned at 1:00 PM.

Dallas O. Jones, Chairman

Michael W. Johnson, Clerk