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 25, 2005 at 8:30 AM.

SUPERVISORS PRESENT
Dallas O. Jones, Chairman (Drewrvyille)
Walter L. Young, Jr., Vice-Chairman (Franklin)
Walter D. "Walt" 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)
Richard E. Railey, Jr., County Attorney
Julia G. Williams, Finance Director
Robert L. Barnett, Building Official/Zoning Administrator
Cynthia L. Cave, Community/Economic Development Director
Julien W. Johnson, Jr., Public Utilities Director
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 28, 2005 regular meeting. They were approved as recorded, as there were no additions or corrections.

Regarding highway matters, Chairman Jones recognized Mr. Randolph Cook, Resident Engineer of the Virginia Department of Transportation (VDOT).

Mr. Johnson announced that about 2 weeks ago, they received some outstanding news that the Route 58 interchange east of Courtland had been added back to VDOT's FY 2006-2011 plan. The plan itself was still in draft form and was expected to be adopted by the Commonwealth Transportation Board (CTB) at their May 19 meeting in Richmond. As presently drafted, the plan earmarked approximately $10.5 million for our project, which was roughly 54% of the total estimated cost, over the next 6 years with the balance of the funding to follow post-2011. He noted that he offered some brief remarks to the CTB at the video conference on April 19. He and Mr. Cook were in attendance.

Mr. Johnson advised that as they may be aware, the General Assembly approved a number of favorable budget amendments that impacted the FY 2006 Revenue Sharing Program by making additional state funding available. VDOT had reopened their application process through July 22, 2005 and had invited localities to amend their applications if they wished to. He reminded that VDOT would match localities dollar-for-dollar on qualifying projects. Presently we had pledged a total of $200,000 on the U.S. Route 58 interchange (UPC 17728). But given our current budgetary constraints, he would not recommend additional local funding at this time and would simply seek ratification to resubmit the FY 2006 revenue sharing request in accordance with their direction at the December 20, 2004 regular session.

The Board was in agreement with Mr. Johnson.

Mr. Randolph Cook advised that he thought it made a big difference when the County Board was united behind a project such as the Route 58 overpass, and it showed in the project getting back in 6-Year Plan as quickly as it did. Once the Plan was officially adopted and signed, he hoped to proceed with getting the engineering finished on the overpass and the plans completed

He informed that the stoplight investigation at Food Lion on Route 58 in Courtland had been completed just before last month's meeting, but he inadvertently did not bring it up. At the present time, it did not warrant installing a stoplight. They would continue to do an investigation every 6 months since there was money proffered towards that project.

He advised that the two projects on Route 58 should both be completed by June 15.

He stated that Whitehouse Road (Route 692) should go back for bids in May. He hoped they would get some bids this time.

Supervisor West mentioned that the only concern he had were the ditches and water standing in the road. He stated that he would not ask about New Road being resurfaced. Mr. Cook stated that they were working on that.

Supervisor Felts stated that the only concern she had were the wet ditches.

Supervisor Brown thanked Mr. Cook and his staff for the 45 mph speed limit sign on Sandy Ridge Road. He appreciated it very much.

Regarding monthly reports, Mr. Johnson received various reports and provided them in the agenda. They were Financial, Animal Control, Sheriff's Office, Communication Center Activity Report, Traffic Tickets, and Building Inspections. Also, New Housing Starts, Cooperative Extension, Delinquent Tax Collection, Daytime E.M.S. Contract, Reassessment, and Personnel.

In reference to the reassessment report, Chairman Jones asked how we were coming with that? Mr. Johnson advised that the reassessment was moving ahead on schedule.

In reference to the personnel report, Mr. Johnson announced that Rhonda V. Griffin was hired in the Treasurer's Office effective 03/28/05 at an annual salary of $25,117. He advised that Jonathan K. Whitby was hired in the Sheriff's Office effective 04/11/05 at an annual salary of $27,332. Robert D. Harness was hired in the Sheriff's Office effective 04/18/05 at an annual salary of $25,004. Lisa C. Prince was also hired in the Sheriff's Office effective 04/18/05 at an annual salary of $19,221. He informed that the annual salary of Scott A. Doyle of the Sheriff's Office increased to $31,234 effective 04/01/05 as the result of a promotion. The annual salary of Richard T. Morris of the Sheriff's Office increased to $31,234 effective 04/01/05 as the result of a promotion. The annual salary of Ernest L. Parsons of the Sheriff's Office increased to $29,873 effective 04/01/05 as the result of a promotion. The annual salary of J. Michael Blythe of the Sheriff's Office increased to $30,547 effective 03/08/05 as the result of a promotion. Also, the annual salary of Joyce A. Mayfield of the Sheriff's Office increased to $21,010 effective 04/18/05 as the result of a promotion. He advised that the salary of Raymond L. Bryant, Jr. increased to $36,771 effective 03/01/05 as the result of a promotion. He informed that Raymond E. Merkh and Derek W. Ayers of the Sheriff's Office remained on active military leave in Iraq. He asked that everyone keep them in their thoughts and prayers.

Moving forward to financial matters, Mr. Johnson announced that bills in the amount of $1,160,267.54 were received. Vice-Chairman Young asked what the charge "Reading Prac. Quizz" in the amount of $893.08 on page 13 was for? Mrs. Julia Williams, Finance Director, advised that it had to do with a family preservation grant and was state funds. **Vice-Chairman Young moved, seconded by Supervisor West, that the bills in the amount of $1,160,267.54 be paid with check numbers 68776 through 69247. All were in favor.**

Moving to appointments, Mr. Johnson announced that as they were aware, following last month's appointment of M.L. Everette, Jr., one vacancy still remained on the South Centre Corridors Resource Conservation and Development Council from Southampton County. As discussed last month, ideal candidates for the Council were those individuals with a strong interest in making our community a better place to live by developing programs that would encourage prudent land use, and sound management and conservation of natural resources. He informed that the Council met 6 times annually, usually at 6:30 PM, at various meeting locations throughout the region. Their next scheduled meeting would be here in Southampton County on May 31. Last month, Vice-Chairman Young and Supervisors Faison and Brown all agreed to seek qualified candidates.

Vice-Chairman Young submitted the name Walter L. Young, III of 26181 Rose Valley Road, Franklin. He noted that he was his son, but he had talked to Mr. Richard Railey, County Attorney, who advised him that it would be proper.

Vice-Chairman Young moved, seconded by Supervisor Faison, to appoint Walter L. Young, III to the South Centre Corridors RC&D Council. All were in favor.

Proceeding to preliminary plat approvals, Mr. Johnson announced that in accordance with §15.2-2259 of the *Code of Virginia*, approval of subdivisions was classified as a ministerial act, meaning that the Board had no authority to exercise its discretion when reviewing the plats. The purpose of the subdivision plat review was only to insure that the proposed development complied with all existing ordinances. In fact, if a plan or plat was denied, the Board was required to specifically identify the requirement that was unsatisfied and explain what the applicant must do to satisfy the requirement. While the Board did adopt limitations on subdivisions in Agricultural A-1 and A-2 zones at its February 28 meeting, all plats filed with the subdivision agent prior to that date were "grandfathered" from the specific provisions of that ordinance. Accordingly, we had 2 plats included in the agenda this morning for their review, each of which was filed prior to February 28.

He advised that the first was Bethel Farms, which as directed last month, was referred back to the Planning Commission for additional review and comment, particularly as it related to the presence of agricultural drain tile on the parent parcel. Prior to the Planning Commission meeting, the developer located and removed approximately 1,000 linear feet of drain tile. Accordingly, the Planning Commission again recommended approval of the plat, subject to the following four (4) specific recommendations:

1) Performance bond for road and drainage improvements in the appropriate amount for the phase or phases that are to be recorded, be submitted to the Southampton County Board of Supervisors in accordance with Section 14-102(a) of the Southampton County Code. (Phase I - $86,389.00, Phase II - $73,423.90, Phase III - $112,113.00);

2) Maintenance bond for annual road maintenance in the appropriate amount for the phase or phases that are to be recorded, be submitted to the Southampton County Board of Supervisors in accordance with Section 14-102(b) of the Southampton County Code. (Phase I – $7,500, Phase II – $7,500, Phase III - $10,000;

3) Proper environmental permits be obtained prior to development of this site; and

4) Payment of appropriate plat approval fees.

He advised that because the average lot size was greater than 1 acre, the developer was not required to place electric utilities underground or provide streetlights. The project included ninety-three (93) residential building lots, to be developed in 3 phases, each with a minimum of 40,000 square feet in area, which were acceptable standards in an Agricultural A-2 zoning district. The lots were proposed to be served by individual wells and septic systems subject to Health Department approval. Once the preliminary plat was approved, the developer had 6 months to prepare a final plat and make satisfactory arrangements for surety to warrant installation of all improvements. The final plat was then reviewed by the Board, and if approved, must be recorded within 60 days of final approval.

Chairman Jones advised that the developer proved to the Planning Commission that the drain tile had been removed.

Supervisor West asked for clarification of the term "grandfathered", in general. He advised that a neighboring county had required the owner of a salvage yard to clean up the property and move the autos from the front, etc. And this salvage yard had been there a long time. We used the term "grandfathered" all the time. What was the difference in the meaning of the term "grandfathered" as it applied to other situations than in this situation? Mr. Johnson stated that the term "grandfathered" meant legal non-conforming, meaning that it was legal at the time it was done, but it no longer conformed to the ordinances that had been changed since it was done. Attorney Railey advised that there was no legal definition of "grandfathered" that applied to every situation. "Grandfathered" was a broad classification that covered a whole body of legal analyses that tried to protect something that existed. Supervisor West stated that it would not protect if a person wanted to build back to the original (if a legal non-conforming structure was damaged or destroyed, for example). Mr. Johnson advised that that was not always true. After the flood in 1999, there were a number of structures that did not meet the definition of "substantially-damaged", which meant 50% or more, so they were allowed to repair without elevating.

Supervisor Brown advised that he too thought "grandfathered" needed to be explained better. He knew of individuals whose homes had been there for 50 years and they were being told that if their homes burned down, they could not build them back. Mr. Johnson remarked that that may be true. Supervisor Brown stated that he thought a house that had been there for 50 years should definitely

be "grandfathered" so they could build it back. Attorney Railey asked if he was saying that they should be able to build back with an inferior electrical system or without indoor plumbing, etc.? Supervisor Brown stated that that was not what he was saying. Attorney Railey advised that they could build back, they would just have to conform. Supervisor Brown stated that that was not what they were being told. Mr. Johnson advised that he could not speak because he did not know the circumstances of the homes he was referring to, but he could give an example. Say there was a single family dwelling located on a parcel of property that had since been zoned business, and the house burned. They could build back if they did so within 24 months of the date it burned, as they were still vested as "grandfathered" or "legal non-conforming". But if 24 months lapsed, they would have to rezone the property to build back. So circumstances would always be different depending on the facts involved.

Chairman Jones advised that in his district, Claude's store burned down and could not be built back because the lot was too small, but it was too small to begin with. Mr. Johnson stated that you had to get to the question of whether the lot or the use was nonconforming. So again, the circumstances would always be different.

Supervisor West commented that he would like to see older businesses aesthetically kept up to today's standards, but they were not required to in a sense because they were already there. He was primarily speaking of unsightly salvage yards. Mr. Johnson advised that if the Board had questions regarding specific cases, they would be glad to answer them one by one.

Supervisor Wyche moved, seconded by Supervisor Brown, to approve the Bethel Farms subdivision preliminary plat. Vice-Chairman Young commented that it was in his district and no one had complained. **All were in favor.**

Continuing with preliminary plat approvals, Mr. Johnson announced that the Sandy Creek Subdivision included ninety-four (94) residential building lots, each with a minimum of 40,000 square feet in area, which were acceptable standards in an Agricultural A-1 zoning district. The lots were proposed to be served by individual wells and septic systems subject to Health Department approval. The Planning Commission recommended approval of the plat, subject to the following four (4) specific recommendations:

1) Performance bond for road and drainage improvements in the amount of $537,450.00 and be submitted to the Southampton County Board of Supervisors in accordance with Section 14-102(a) of the Southampton County Code.

2) Maintenance bond for annual road maintenance in the amount of $3,500.00 and be submitted to the Southampton County Board of Supervisors in accordance with Section 14-102(b) of the Southampton County Code.

3) Proper environmental permits be obtained prior to development of the site; and

4) Payment of appropriate plat approval fees.

He advised that because the average lot size was greater than 1 acre, the developer was not required to place electric utilities underground or provide streetlights. Once the preliminary plat was approved, the developer had 6 months to prepare a final plat and make satisfactory arrangements for surety to warrant installation of all improvements. The final plat was then reviewed by the Board, and if approved, must be recorded within 60 days of final approval.

Supervisor Felts moved, seconded by Vice-Chairman Young, to approve the Sandy Creek subdivision preliminary plat. All were in favor.

Moving forward, Mr. Johnson announced that as directed last month, he had prepared a draft ordinance which substantially increased the fees associated with new water and sewer connections and imposed a facility fee to offset the respective system capacity utilized by the proposed intended use. These fees had remained unchanged since 1987 and were sorely out of date. He noted that included in the agenda for their reference was a copy of Draper Aden's *16th Annual Water & Wastewater Rate Report*, which chronicled current fees from localities across the Commonwealth. If they were to adopt the proposed ordinance as drafted, a new single family dwelling with a standard 5/8" or 3/4" water tap connecting to the county water and sewer systems would pay the following fees:

1) Water connection fee $1,000.00

2)	Water facility fee	1,500.00
3)	Sewer connection fee	1,800.00
4)	Sewer facility fee	2,000.00
		$6,300.00

He advised that currently, a new single family dwelling paid only $1,350.00 in connection fees and there were no facility charges. So when the system capacity was all used up, there was no money set aside for expansion. The facility fees would be accounted for separately and held in escrow until such time as an expansion was necessary at the treatment plants or water distribution facilities. The action he was seeking was simply to advertise the ordinance for public hearing next month.

Supervisor Brown advised that he was concerned that Southampton County's proposed sewer facility fee was higher than that of the City of Suffolk. Mr. Johnson explained that the facility fees were not selected arbitrarily. They looked at the cost per unit to expand the Wastewater Treatment Plant and then applied it back on a per gallon basis. He pointed out that the City of Suffolk did not treat wastewater – they only collected it. Treatment there was done by the Hampton Roads Sanitation District (HRSD), which likely imposed a separate facility fee.

Supervisor West remarked that to put in a well and septic tank for a home would exceed the $6,300 total fee that Southampton County was proposing.

Vice-Chairman Young moved, seconded by Supervisors Faison and Felts, to advertise the ordinance for public hearing next month.

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

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 16 OF THE SOUTHAMPTON COUNTY CODE, 1991, SO AS TO REVISE WATER AND SEWER CONNECTION CHARGES AND IMPOSE WATER AND SEWER FACILITY FEES

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BE IT ORDAINED by the Board of Supervisors of Southampton County, Virginia that the Southampton County Code be, and hereby is amended and reordained so as to amend Article V, Chapter 16, Section 16-204, et seq. and reading as follows:

CHAPTER 16
ARTICLE V
Fees; Service Charges

Sec. 16-204. ~~**Water connection fees.**~~ ***Water charges generally.***

(a) There shall be a water connection fee, payable to the county at the time application is made for connection to the water distribution system, as follows:

~~(1) For a building under one (1) roof, owned or leased by one (1) party, and occupied as one (1) business or residence, the connection fee will be four hundred fifty ($450.00) or the cost to the county should the cost of connection exceed four hundred fifty ($450.00).~~

~~(2) Reserved.~~

~~(3) For a duplex house (defined as having two (2) dwelling units under one (1) roof), the connection fee will be eight hundred ($800.00) or the cost to the county should the cost of connection exceed eight hundred ($800.00).~~

~~(4) For multifamily dwellings (defined as dwellings containing three (3) or more living units), the connection fee shall be as stated in subsection (a) of this section for the first dwelling and three hundred dollars ($300.00) for each dwelling unit in addition to the first unit.~~

~~(5) For motels, tourist cabins and tourist courts, where multiple units or cabins use a single water source connection, there shall be an availability charge as stated in~~

~~subsection (1) of this section for the first dwelling unit, and for each dwelling unit in addition to the first unit the charge shall be:~~

~~a. For a 0--50 unit installation--$200.00~~

~~b. For a 51--100 unit installation175.00~~

~~c. For an over 100 unit installation--150.00~~

~~(6) For trailer parks and mobile home parks, the connection fee shall be as stated in subsection (1) of this section for the first unit or lot, plus a charge of one hundred dollars ($100.00) for each trailer or mobile home space or lot.~~

~~(7) For shopping centers and commercial groups (where two (2) or more stores or commercial establishments are grouped together to form a complex having one (1) water connection and meter for the entire group), the connection fee shall be as stated in subsection (1) of this section for the first unit, plus three hundred fifty dollars ($350.00) for each additional store.~~

~~(8) For subdivision developments (where water distribution mains have been installed at the expense of the developer in accord with standards of the county and such mains dedicated to and accepted by the county), the connection fee shall be three hundred dollars ($300.00) each.~~

~~(9) For restaurants, the connection fee shall be four hundred fifty dollars ($450.00) base charge, plus twenty-five dollars ($25.00) per seat for zero to one hundred (100) seats and fifteen dollars ($15.00) per seat for one hundred one (101) seats or more.~~

~~(10) For filling stations, the connection fee shall be four hundred fifty dollars ($450.00), plus one hundred dollars ($100.00) per delivery hose.~~

~~(11) Schools, the connection fee shall be as stated in subsection (1) above, plus (Reserved) per pupil.~~

~~(12) Hospitals and institutions, the connection fee shall be as stated in subsection (1) above, plus (Reserved) per bed.~~

~~(13) Subsequent to the approval of the initial application for such water service connections outlined above, no service shall be provided for any additional single or multiple units or spaces before the connection fee or fees are paid therefor.~~

~~(14) Where the above schedule of connection fees is not applicable to an application for water service, the proposed service shall be investigated by the administrator. The administrator, upon completion of his investigation, shall recommend to the board a fair and equitable availability charge to be assessed to the applicant.~~

~~(15) The board may waive connection fees where these fees are paid on behalf of individuals by third parties, or by contract with grantor agencies.~~

~~(16) Reserved.~~

USE	TYPE OF CONNECTION	CONNECTION FEE
Single-family dwelling	5/8" or 3/4" water tap	$1,000.00
Single-family dwelling	1" water tap	$1,500.00
Mobile homes	5/8" or 3/4" water tap	$1,000.00
Duplex (Two-family dwelling)	5/8" or 3/4" water tap	$1,800.00
Duplex (Two-family dwelling)	1" water tap	$2,675.00

Townhouse or apartment (for the first 6 units)	5/8" or 3/4" water tap	$600.00 per unit
Townhouse or apartment (for the first 6 units)	1" water tap	$1,000.00 per unit
Townhouse or apartment (for each additional unit above 6)	5/8" or 3/4" water tap	$425.00 per unit
Townhouse or apartment (for each additional unit above 6)	1" water tap	$700.00 per unit
Commercial, industrial or institutional uses	5/8" or 3/4" water tap	$900.00 per unit
Commercial, industrial or institutional uses	1" water tap	$1,500.00 per unit
Commercial, industrial or institutional uses	1 ½" water tap	$1,875.00 per unit
Commercial, industrial or institutional uses	2" water tap	$2,500.00 per unit
Commercial, industrial or institutional uses	> 2" water tap	Cost of meter + 25%
Fire service line	2"	$2,600.00
Fire service line	3"	$3,800.00
Fire service line	4"	$4,500.00
Fire service line	6"	$7,600.00
Fire service line	8"	$10,500.00
Fire service line	> 8"	$12,500.00

(b) Where the above schedule of connection fees is not applicable to an application for water service, the proposed service shall be investigated by the administrator. The administrator, upon completion of his investigation, shall recommend to the board a fair and equitable connection charge to be assessed to the applicant.

(c) For residential subdivisions where water distribution mains and meters have been installed at the expense of the developer in accordance with county standards, and such water mains and meters have been dedicated to and accepted by the county, the water connection fee shall be one hundred dollars ($100.00) per meter.

(d) In addition to the connection fee set forth in subsection (a), (b) or (c) of this section, at the time a building permit is obtained from the county, each applicant shall pay a facility fee to reimburse the county for system capacity that is made available for the intended use, in accordance with the following schedule:

USE	TYPE OF CONNECTION	FACILITY FEE
Single family dwelling	5/8" or 3/4" water tap	$1,500.00
Single family dwelling	1" water tap	$2,500.00
Mobile homes	5/8" or 3/4" water tap	$1,500.00
Duplex, townhouse or apartment	5/8" or 3/4" water tap	$1,500.00 per unit
Duplex, townhouse or apartment	1" water tap	$2,500.00 per unit
Motels and hotels	varies	$500 per unit
Commercial, industrial or institutional	5/8" or 3/4" water tap	$1,500.00
Commercial, industrial or institutional	1" water tap	$2,500.00
Commercial, industrial or institutional	1 ½" water tap	$5,000.00
Commercial, industrial or institutional uses	2" water tap	$8,000.00

Commercial, industrial or institutional uses	3" water tap	$15,000.00
Commercial, industrial or institutional uses	4" water tap	$25,000.00

Sec. 16-214. ~~**Sewerage connection fee—Required.**~~ *Sewer charges generally.*

There shall be a sewer connection fee, payable to the county at the time application is made for connection to the county sewage system as follows:

~~(1) Single-family dwelling, building under one (1) roof, owned or leased by one (1) party and occupied as one (1) residence, nine hundred dollars ($900.00).~~

~~(2) Duplex dwelling, two (2) living units under one (1) roof, five hundred dollars ($500.00) per unit.~~

~~(3) Multifamily dwelling, a dwelling containing three (3) or more living units under one (1) roof, four hundred dollars ($400.00) per unit.~~

~~(4) Motels, hotels, tourist cabins and tourist courts where multiple units or cabins use a single sewerage service connection, three hundred dollars ($300.00) per unit or cabin.~~

~~(5) Trailer parks and mobile home parks, one hundred fifty dollars ($150.00) per trailer or mobile home space.~~

~~(6) Subdivision developments where sewerage mains and service laterals have been installed at the expense of the developer in accordance with standards of the county and such mains and service laterals dedicated to and accepted by the county, five hundred dollars ($500.00) per private residence.~~

~~(7) Commercial businesses, such as individual offices, shops, stores and the like, cost plus twenty (20) percent overhead plus one thousand, two hundred dollars ($1,200.00).~~

~~(8) Shopping centers and other multi-unit commercial/office buildings, cost plus twenty (20) percent overhead plus one thousand, two hundred dollars ($1,200.00) for the first rental space plus nine hundred dollars ($900.00) per each additional rental space.~~

~~(9) Restaurants, zero to fifty (50) seats, cost plus twenty (20) percent overhead plus one thousand, two hundred dollars ($1,200.00); per additional seat in excess of fifty (50), twenty dollars ($20.00) each.~~

~~(10) Filling stations, for an installation with three (3) or less delivery hoses, one thousand, two hundred dollars ($1,200.00); per additional hose in excess of three (3), two hundred dollars ($200.00).~~

~~(11) Hospitals and institutions, where the county installs or has installed by contract sewer lines to provide services to the property, the fee shall be the cost plus twenty (20) percent overhead plus one hundred dollars ($100.00) per residential unit (a unit to be defined as one (1) room with one (1) or two (2) beds). Where lines exist or the developer installs the lines in accordance with county requirements the fee shall be one hundred dollars ($100.00) per residential unit as defined herein.~~

~~(12) Hospitals and institutions, the connection fee shall be as stated in subsection (1) above, plus (Reserved) per bed.~~

~~(13) Subsequent to the approval of the initial application for such water service connections outlined above, no service shall be provided for any additional single or multiple units or spaces before the connection fee or fees are paid therefor.~~

~~(14) Where the above schedule of connection fees is not applicable to an application for water service, the proposed service shall be investigated by the administrator. The administrator, upon completion of his investigation, shall recommend to the board a fair and equitable availability charge to be assessed to the applicant.~~

~~(15) The board may waive connection fees where these fees are paid on behalf of individuals by third parties, or by contract with grantor agencies.~~

USE	CONNECTION FEE
Single-family dwelling	$1,800.00
Mobile homes	$1,800.00
Duplex (Two-family dwelling)	$2,700.00
Townhouse or apartment	$1,350.00 per unit
Motels and hotels	$400.00 per unit
Commercial, industrial or institutional uses	$1,800.00 per unit

(b) Where the above schedule of connection fees is not applicable to an application for water service, the proposed service shall be investigated by the administrator. The administrator, upon completion of his investigation, shall recommend to the board a fair and equitable connection charge to be assessed to the applicant.

(c) For residential subdivisions where sewerage collection lines have been installed at the expense of the developer in accordance with county standards, and such collection lines have been dedicated to and accepted by the county, the sewerage connection fee shall be one hundred dollars ($100.00) per building lot.

(d) Whenever extenuating circumstances shall cause the actual cost, including material, equipment, and labor of installing a sewerage connection to exceed the connection fee set forth in subsection (a), the connection fee shall be equal to the actual cost. Connection fees exceeding those set forth in subsection (a) by more than fifty percent (50%) may be financed over a period of three (3) years, due and payable monthly, at an interest rate equal to prime rate.

(e) In addition to the connection fee set forth in subsection (a), (b), (c), or (d) of this section, at the time a building permit is obtained from the county, each applicant shall pay a facility fee to reimburse the county for sewer system capacity that is made available for the intended use, in accordance with the following schedule:

USE	TYPE OF CONNECTION	FACILITY FEE
Single family dwelling	5/8" or 3/4" water tap	$2,000.00
Single family dwelling	1" water tap	$3,000.00
Mobile homes	5/8" or 3/4" water tap	$2,000.00
Duplex, townhouse or apartment	5/8" or 3/4" water tap	$2,000.00 per unit
Duplex, townhouse or apartment	1" water tap	$3,000.00 per unit
Motels and hotels	varies	$500 per unit
Commercial, industrial or institutional	5/8" or 3/4" water tap	$2,000.00
Commercial, industrial or institutional	1" water tap	$3,000.00
Commercial, industrial or institutional	1 ½" water tap	$5,000.00
Commercial, industrial or institutional uses	2" water tap	$8,000.00
Commercial, industrial or institutional uses	3" water tap	$15,000.00
Commercial, industrial or institutional uses	4" water tap	$25,000.00

This ordinance shall become effective at 12:01 a.m., May 24, 2005.

Mr. Johnson announced that also included in the agenda for their consideration was a proposed zoning ordinance amendment referred by the Planning Commission. The proposed ordinance established a clear definition for commercial canine training facilities and permitted them in the Agricultural A-1 zoning district, with a conditional use permit.

Attorney Railey clarified for Supervisor West that it was designed for training and not for the killing of any animals. He added that the person would still have to get a permit from the Department of Game and Inland Fisheries.

Attorney Railey clarified for Vice-Chairman Young that the ordinance indicated that a minimum of one hundred (100) acres was required because that was the minimum acreage required by the Department of Game and Inland Fisheries. He added that a person could have their own facility, not for commercial purposes, that was less than 100 acres, as long as the fence did not violate the rules of being too high and allowed for the natural passage of wildlife.

Supervisor West was concerned about who would regulate these facilities. Attorney Railey and Chairman Jones advised that a conditional use permit was also required, which would preserve the Board's right to put conditions on it.

Vice-Chairman Young moved, seconded by Supervisor West, to advertise the ordinance for public hearing next month. All were in favor.

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

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 18 OF THE SOUTHAMPTON COUNTY CODE TO ADD A PERMITTED USE IN THE AGRICULTURAL DISTRICT (A-1)

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

ADD the following definition to Section 18-1 Definitions.

Canine Training Facility, Commercial: A contained or fenced area of land consisting of a minimum of one hundred (100) acres used for the sole purpose of training dogs to chase, run or tree non-domestic animals as a public or private commercial endeavor in which a fee may be charged and is normally used by participants other than the landowner.

ADD the following permitted use to Section 18-37 Permitted Uses.

(9) Canine training facility, commercial, with a conditional use permit

This ordinance shall be effective immediately upon adoption.

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

REZ 040705:01 Application filed by F. Bruce Stewart (owner) and Paul Tolson, III (contract purchaser) requesting a rezoning of approximately 34 acres from Agricultural District, (A-1) to Residential District, (R-1). The property is identified as Tax Map 76, Parcel 6, and located off the north side of County Club Road approximately 800 feet east of its intersection with Storys Station Road (Route 650). The subject parcel is in the Jerusalem Magisterial District and the Jerusalem Voting District.

He advised that following its public hearing on April 7, 2005, The Southampton County Planning Commission recommended that the application be denied.

Chairman Jones opened the public hearing.

Mr. Paul Tolson, applicant/contract purchaser addressed the Board and thanked them for the opportunity to speak. He advised that he and his partners were here for this rezoning application. They recognized that the Planning Commission gave a unanimous vote to deny the rezoning with reference given to the moratorium. *(Note: The ordinance the Board adopted on February 28 which put limits on subdivisions in Agricultural A-1 and A-2 was sometimes referred to as a moratorium).* He pointed out that the intentions of he and his partners were based on the Comprehensive Plan set forth by Southampton County. They had the best of intentions in their decision-making to stay within all the guidelines of the Comprehensive Plan. Their property was in an area designated for growth in the Comprehensive Plan. Their property on County Club Road was zoned A-1. It was their belief that under current Southampton County zoning that this property could be rezoned at this time. He advised that he would like to reference the following quote that ought to sound familiar to them: "If this ordinance amendment is passed on February 15th or 28th, then it limits subdivisions in A-1 and A-2 Districts to a maximum of 2 divisions per tax parcel, unless the property is zoned to a residential district." And that was what they were asking for. This played a big part in their decision to rezone and they felt it would be allowed in areas designated for residential development under the Comprehensive Plan.

He advised that they did take into consideration the wisdom of the Planning Board who had made a comment about two entrances. So they would like to introduce a new subdivision preliminary plan. He then distributed copies of the new plan. With 2 entrances in and out, they no longer needed a variance for a cul-de-sac extension and would like to withdraw that variance at this time. After studying the Comprehensive Plan, they felt this would be more compliant with the Comprehensive Plan and would be in everybody's best interest. They would like to point out that they were proffering all stick-built houses. They believed this would provide a better tax base and would be in the best interest of the County and the builder. They estimated the houses to be $250,000 or better. They were also proffering not to have any more lots on Country Club Road than was now available to them under the current zoning of A-1, which was 6 lots. *(Note: He could have 6 lots because he had a plat depicting 6 lots signed by the subdivision agent prior to the adoption of the ordinance on February 28, so long as he recorded it within 60 days of the date it was signed by the subdivision agent).*

Mr. Tolson informed that he and his partners bought this property in Southampton County with the intention of rezoning within the guidelines of the Comprehensive Plan. They had made a considerable investment. At this time, they owned this property and paid taxes in Southampton County. It would be a hardship handed to them if not allowed to rezone. The way they interpreted it was that there was a provision in the moratorium that allowed for rezoning within the guidelines of the Comprehensive Plan. They had the best of intentions to do what was in the best interest of the County and the Comprehensive Plan. He thanked them for hearing him this morning and advised that he and his partners would be more than happy to answer any questions.

Vice-Chairman Young stated that since there were changes to what was originally requested, it would have to go back to the Planning Commission. He noted that he had received several calls from people opposed to the rezoning. Chairman Jones advised that he did not think it *had* to go back to the Planning Commission. He asked Attorney Railey what he thought. Attorney Railey advised that he thought it would be best for it to go back to the Planning Commission.

Attorney Railey pointed out that the moratorium dealt with A-1 and A-2 – period. The reason the moratorium did not have to deal with R-1 was because before anything that was not R-1 could become R-1, it had to come before the Board anyway, whereas A-1 and A-2 were wide open prior to the moratorium. He pointed out that if they wanted to get into whether this rezoning application was consistent or inconsistent with the philosophy of the moratorium, then that became a different question.

Supervisor West stated he thought there were additional proffers that may need to be presented. As far as a hardship was concerned, because he had already purchased the property, he did not think that would fly. However, he thought they needed to let the Planning Commission do their job.

Supervisor Brown asked if the property adjoining this 34 acres was residential? Mr. Tolson replied yes, on the left side. Supervisor Brown stated that in looking at the plan, this would definitely not be "piano-key" development. There was already a residential area adjoining this property, and, from his understanding, the purpose of the ordinance that was adopted was to negate any "piano-key" development in A-1 and A-2 areas.

Supervisor Faison commented that he thought the application should go back to the Planning Commission.

Chairman Jones closed the public hearing.

Vice-Chairman Young moved, seconded by Supervisor Faison, to refer the application back to the Planning Commission. All were in favor.

Moving forward, Mr. Johnson announced that in 1992 and 1993, Southampton County opted to finance portions of the new high school construction and middle school renovation through the Virginia Public School Authority (VPSA). VPSA issued its own bonds in the marketplace, the proceeds from which were used to purchased a "pool" of general obligation bonds from various localities, providing them indirect market access and low cost financing. Localities then used the proceeds received from VPSA to finance capital projects for public schools. He explained that much like a home mortgage, it was sometimes advantageous for VPSA to refinance its debt to take advantage of lower interest rates in the marketplace. To do so, they issued "refunding bonds", the proceeds from which were used to pay off prior bonds. In late 2003, VPSA issued a series of School Refunding Bonds in order to "advance-refund" several series of outstanding pool bond issues, including three (3) that involved Southampton County. An "advance-refunding" meant that the proceeds were initially invested in an escrow account, and used to pay off the bonds over time. On February 1, 2005 the advance refunding generated substantial lump sum savings for all VPSA participants. He advised that as a participant in 3 of the pool bond issues in the early 1990's, Southampton County was due to receive a distribution of allocable lump sum savings attributed to the refunded bond issues. Simply put, our pro-rata share of the lump sum savings generated by the refunding transaction was $274,512.86, the proceeds from which would soon be available. The only catch was, that in order to meet IRS regulations, the savings must be used for additional public school capital purposes, and not to pay off existing debt. He stated that it would be necessary for the Board to adopt a resolution authorizing him to execute a required *Use of Proceeds Certificate* and *Continuing Disclosure Agreement*. The resolution was being prepared by VPSA's bond counsel and was not yet available, so this item would be placed on the May agenda.

Moving forward, Mr. Johnson announced that included in the agenda was a copy of a proposed agreement with the Town of Courtland, which would provide for Southampton County to read the water meters and bill the Town of Courtland's water customers at the same time that we billed our Courtland sewer customers. Currently the Town and County billed, collected and processed payment for water and wastewater services independently, duplicating considerable time and expense since, for all intents and purposes, we served the same customers. He advised that if ratified by both governing bodies, the Town would avoid the expense of reading the meters, preparing the bills, postage, and processing the payments. Since the County was already doing these things for our sewer customers, with the exception of reading the water meters, our cost was relatively unchanged. While we would assume the expense associated with the meter reading under the terms of the agreement, as our utility employees would assume those duties, we would gain direct access to the data, which was essential when beginning to bill sewer customers in the upcoming months based upon water usage. Essentially, it was a win-win. He informed that the Town Council had already reviewed the draft agreement and indications were that the terms were acceptable to them. Provided that the Board authorized him to sign it, he would have a representative attend their Council meeting on May 10 to seek their official endorsement.

The agreement is as follows:

THIS AGREEMENT, made and entered into this _____ day of _____, 2005 by and between SOUTHAMPTON COUNTY, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "County," party of the first part; and the TOWN OF COURTLAND, a municipal corporation, hereinafter referred to as "Town," party of the second part.

WITNESSETH:

WHEREAS, the Town of Courtland independently owns and operates a community water system (PWSID 3175220) which includes approximately 500 potable water connections in the Town of Courtland and its immediate environs; and

WHEREAS, the County of Southampton independently owns and operates a wastewater collection system and treatment plant (VPDES VA0061859) which includes approximately 550 wastewater connections in the Town of Courtland and its immediate environs; and

WHEREAS, many of the consumers served by the Town of Courtland's municipal water system are also served by the County of Southampton's wastewater collection system and treatment plant; and

WHEREAS the Town of Courtland and the County of Southampton presently bill, collect and process payments for their respective water and wastewater services independently, duplicating considerable time and expense; and

WHEREAS, there are distinct advantages to both the Town of Courtland and the County of Southampton if only one entity bills, collects and processes payments for water and wastewater services within the Town of Courtland and its immediate environs.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties, it is agreed as follows:

1. **WATER METER READING SERVICES**.

   A. Within ten (10) days of the signing of this agreement, Town shall provide to County a sequential listing of all service addresses for County's use in developing water meter reading routes.
   B. Beginning with the first billing period after July 1, 2005, County shall assume responsibility for reading the water meter for each service address connected to Town's water system once per month.

2. **UTILITY BILLING SERVICES.**

   Beginning with the first billing period after July 1, 2005, County shall print and mail one combined bill for water and wastewater services to customers of the two respective systems, on a monthly basis. The first combined bills shall be mailed by the County no later than July 15 and shall be due and payable by August 10, 2005. Subsequent monthly bills will be due and payable on the 10th day of each month thereafter. Bills shall be paid in the office of the county treasurer, or by mail, or to agents appointed to receive such payments only for the total amount due and only for bills rendered for water, sewage or solid waste collection services.

3. **PAYMENT PROCESSING.**

   Beginning with the first billing period after July 1, 2005, County shall process all payments received from Town customers. All bills shall be processed and accounts posted within ten (10) days of the bill due date. County shall then remit a payment to the Town on the last working day of each month equal to all charges collected on Town's behalf for the current billing period. Said payment shall be accompanied by a printed report which shall clearly illustrate the means and methods by which the payment was calculated and shall further illustrate the current status of each customer's account.

4. **MAINTENANCE AND CUT-OFFS.**

The Town shall continue to assume all responsibility for water system operations, maintenance, and repair, including service cut-offs and reconnections.

5. **WATER CONNECTION FEES.**

New customers shall continue to pay to the Town all new water service connection fees and the Town shall continue to assume all responsibility for installing new water service connections.

6. **DEPOSITS.**

County shall collect and hold on the Town's behalf any required service deposits, which shall be applied to delinquent customer accounts in accordance with the Town's adopted ordinances, policies and procedures.

7. **COST.**

County agrees that it shall not levy any fees or charges upon the Town for services rendered pursuant to this agreement.

8. **TERM.**

County and Town agree that the term of this agreement shall be for a period of three years beginning on the date on which the agreement has been duly executed by both parties and shall be automatically renewed thereafter on an annual basis until either party shall give the other twelve (12) months written notice of their desire to terminate the agreement.

This agreement shall be binding on the parties hereto, their successors and assigns.

This agreement shall not be amended or modified except by agreement in writing making specific reference to this agreement and executed by the parties hereto.

This agreement represents the entire agreement between the parties. There are no collateral representations or agreement, whether written or oral, other than the language, representations, recitals, terms, provisions and other language contained expressly herein.

Witness the following signatures and seals:

SOUTHAMPTON COUNTY, VIRGINIA

_____
Michael W. Johnson
County Administrator

TOWN OF COURTLAND

_____
Lewis H. Davis
Mayor

Supervisor West asked if the Town of Courtland's meters were compatible with ours? Would there be any additional time constraints or problems for our personnel? Mr. Johnson advised that it would take considerably more time because their meters were not radio-read meters like ours.

So this would involve somebody lifting the lid, pumping the water out, and taking every reading. Supervisor West asked if the Town of Courtland had any cost associated with that? Mr. Johnson advised that he thought they had outsourced that sometimes, and had done it with their own personnel sometimes, but he was not sure how they were paying for it or doing it today. Supervisor West asked if the win-win he referred to was that Courtland did not have to do it anymore but we would find out how many customers were really out there? Mr. Johnson replied yes, and that we would get the data. Otherwise, we could never bill Courtland sewer customers based on the amount of water that they used. Supervisor West asked if they were not willing to share that information with us? Mr. Johnson advised that they had never said that, but in years past, there had been implications made that they would be reluctant to just share the data if it were nothing in the deal for them. Supervisor West stated that the Town of Courtland was winning.

Vice-Chairman Young moved, seconded by Supervisor Brown, to authorize the County Administrator to execute the agreement with the Town of Courtland. Chairman Jones, Vice-Chairman Young, and Supervisors Brown, Faison, Felts, and Wyche voted in favor of the motion. Supervisor West voted in opposition to the motion. The vote was 6-1 in favor of the motion, thus the motion passed.

Proceeding to the discussion regarding alternatives to reduce cost associated with solid waste collection and disposal, Mr. Johnson announced that as they were aware from their budget deliberations, SPSA was proposing to increase the solid waste disposal rates in FY 2006 to $59/ton, equating to a 28% increase assuming only constant volume. Based on current projections, it was only going to get worse in ensuing years. SPSA was projecting tipping fees in excess of $80/ton by 2010 under the best conditions, and it could go as high as $100/ton. He advised that if they subscribed to the theory that Southampton County could reduce its per capita waste generation rates to 3.5 – 4 pounds per day, which was the average for the region, by having attended sites, the savings would more than cover the expenses associated with staffing and improving the sites.

He then explained the following:

WHAT WE COULD SAVE:

Volume of waste factored into the FY 2006 budget . . . . . .18,000 tons
Equated to . . . . . 5.57 lbs. Daily capita
Equated to . . . . . $1,062,000 annually in disposal costs

If attended sites could reduce the waste generation rate to . . . . . 4.0 lbs. daily per capita
Equated to . . . . . 12,921 tons
Equated to . . . . . $762,339 annually in disposal costs
Equated to . . . . . Annual savings of $299,661

If attended sites could reduce the waste generation rate to . . . . . 3.5 lbs. daily per capita
Equated to . . . . . 11,306 tons
Equated to . . . . . $667,046 annually in disposal costs
Equated to . . . . . Annual savings of $394,95

Accordingly, it was reasonable to assume that attended sites would allow the county to avoid between $300,000 and $400,000 annually in disposal charges at the $59/ton rate. The value of avoided costs would only increase with time as the tipping fee increased.

WHAT WE WOULD SPEND

As they knew, we had 14 solid waste collection sites for which we were responsible. There were 3 others operated by SPSA – 1) On Route 671 outside of Franklin, 2) On Route 671 outside of Boykins, and 3) On Route 460 outside of Ivor. Those 3 were not included in our annual collection budget but we did pay to dispose of what was dropped there. Supposed we considered placing an attendant at each site and established certain hours of operation so that each site was open 3 days per week for 12 hours per day. The schedule might look something like this:

OPEN TUESDAYS, THURSDAYS, AND SATURDAYS
Berlin, Sedley, Flaggy Run, Monroe, Capron, Branchville, and Adams Grove

OPEN WEDNESDAYS, FRIDAYS, AND SUNDAYS
Unity, Joyners Bridge, Southampton Meadows, Sebrell, Courtland, Newsoms, and Drewryville

All sites would be closed on Mondays to allow Public Works to service them uninterrupted following the weekend activity.

He advised that the sites were strategically paired so that at least one site was open near most county residents 6 days per week. For example, he typically disposed of his household trash every Saturday at Unity. Under the proposed schedule, Unite was closed on Saturday leaving him a couple of options. He could take it to Unity on Sunday when it would be open or he could go to Sedley or Berlin on Saturday. And so it would go for most county residents. Courtland residents might have to go to Flaggy Run or Capron on Saturday, for instance, or dispose of their trash on Friday or Sunday at the Hancock transfer station. He noted that a color coded map was included in the agenda for their reference. He stated that if they assumed this type of schedule, there would be 7 sites open somewhere county-wide on any given day, Tuesday-Sunday. Remember that the assumption was for each site to be open 12 hours daily. That could be 6:00 AM to 6:00 PM, 8:00 AM – 8:00 PM, or whatever schedule they thought was appropriate and that people would maximize the usage.

He stated that each of the 14 sites would be open 36 hours weekly, which was cumulatively 26,208 hours annually. If we assumed part-time staffing at $7 per hour, that equated to $183,456 for labor to have fully attended sites. Purchase of tools, such as push mowers, rakes, etc., and portable toilet and uniform rentals would add another $30,000 annually pushing the operational costs to somewhere around $215,000 annually. Mr. Hart Council, Public Works Director, had assured him that the part-time attendants could be effectively supervised by his existing supervisory staff. Physical site improvements to the 14 transfer stations were also required, such as fencing alterations, gates, sheds, electrical services, etc., that would be a one time expense of somewhere between $150,000 to $200,000. Spread over 3-5 years, that cost would be $45,000 - $70,000 per year. He advised that the bottom line was that the annual cost for the first 3 to 5 years was estimated at $260,000 to $285,000. And the expected savings was somewhere between $300,000 and $400,000 depending on exactly how much the attended sites curbed the waste generation rate. The method was cost effective, we would have much better control, and aesthetically pleasing sites. He pointed out that there was one significant detail they needed to concern themselves with – 13 of the sites were leased with expiration dates ranging from June 2007 to July 2013. It was be wise to renegotiate those leases before committing to the physical improvements associated with having attended sites.

Vice-Chairman Young stated that he thought the timing was perfect. Alternating which sites would be open on given days was a big key and he was very much in favor of it.

Supervisor Faison stated that it looked like a very workable plan to him. There was a lot of planning and thought put into which sites would be open on given days to make it as convenient as possible, but yet try to control our solid waste volume. He thought it was a good plan, but thought a public hearing should be held for the benefit of the constituents.

Supervisor West advised that he was very much in favor of the plan. We were definitely being abused, in particular by non-County residents. He was concerned, however, about the 3 sites operated by SPSA. If those sites were unattended, people could just go there and dump anything.

Supervisor Felts stated that it was a well thought-out plan and thought we should pursue it.

Supervisory Wyche advised that he supported it 100%.

Supervisor Brown commended Mr. Johnson on the logistics of this plan. He mentioned that perhaps they could implement controls such as putting aluminum cans in certain areas, etc. at the sites. Mr. Johnson stated that he thought that was a great idea and they would put some thought into enhancing services, but they may be constrained in size at some of the 200 x 200 sites.

Chairman Jones remarked that having attended sites would inconvenience some, but it would not be *our* citizens. He agreed with Supervisor Faison that they needed to have a public hearing.

Supervisor Brown suggested that perhaps a person wanting to dispose of trash at the sites could show a utility bill rather than a county decal. He knew personally that Rocky Mount, NC utilized

that method. Mr. Johnson advised that that were possible in more urban areas but not all of our citizens were utility customers.

Supervisor Brown commented that we needed to secure the leases on the sites.

Mr. Johnson advised that they would continue on the staff level to move this plan ahead. The next step would be to contact the leasors of the sites to find out what their interest might be in long-term leases.

Supervisor West advised that he was still concerned about the sites controlled by SPSA. Mr. Johnson advised that they could have that discussion with SPSA.

Moving forward, Mr. Johnson announced that as they heard at a meeting last Thursday night, the Franklin-Southampton (F-S) Alliance, recommended creation of a new, public-private economic development organization to be grounded in city-county cooperation. The recommendation had the following three specific objectives:

1) To optimize Franklin-Southampton County's economic development capacity;
2) To eliminate duplicative marketing efforts; and
3) To develop completely new organizational structure, folding in many ongoing economic development activities and efforts.

He advised that the F-S Alliance had recommended that the new organization be directed by a 5-member Board of Directors, with appointees nominated by the City of Franklin, Southampton County, participating foundations, Chamber of Commerce, and Franklin-Southampton Alliance. Initially, each of those 5 groups or organizations would nominate 3 persons for submission to the F-S Alliance Executive Committee. The Executive Committee would exercise its discretion in the actual appointment of 5 of the nominees, seeking to insure geographic, racial, gender, and professional diversity. Only 1 of the 3 nominees from each group would be selected to serve. If the Board voted to proceed this morning, it would be necessary to discuss a process for identifying prospective Board nominees, with nominations due following their May 23 regular meeting. The 3 nominees would need to be among the best and brightest business and professional leaders in Southampton County.

He informed that a conceptual time line was included in the agenda for their review. The recommendation provided that an executive search firm would be engaged immediately to begin the search for the organization's President/CEO. The executive recruiter would be paid with funding already appropriated by the participating foundations. Once the search was underway, and the initial Board appointed, there would be a number of organizational tasks involved including development of bylaws and filing with the I.R.S. for tax-exempt status. It was hopeful that the President would be on board by August 1, spending the first 60 days recruiting his/her staff and fitting out the office space, proposed in the Business Incubator in Franklin. If all went according to plans, the new organization would be fully functional by October 1. He advised that as they were aware, the proposal initially provided for annual funding of $150,000 each from the City and County, and $400,000 from the local foundations for the first 5 years. A draft budget was included in the agenda for their review. The initial staff would include 6 positions in addition to the President, illustrated on the draft organizational chart. A general description of duties for the 6 positions in addition to a full job description for the President was also included in the agenda. He pointed out that the new organization would not displace existing personnel in either the City or County. Should they choose to proceed, Ms. Cindy Cave, Southampton County Community/Economic Development Director, would become a part of the new organization in a salary range comparable to her position here.

Supervisor West asked Ms. Cave for her thoughts. Ms. Cave stated that intellectually, they could not afford not to do it. There was only so much that could be done with $150,000 at the local level. Personally, she would miss being associated specifically with Southampton County, but perhaps she could serve in a bigger capacity in the future.

Supervisor Faison commented that local foundations were coming in with the money. Supervisor West stated that when you had support from these businesses, you could not walk away. When good business people put up money for such an endeavor, it was time to pay attention.

Supervisor Faison stated that it was important that people currently employed were not displaced.

Supervisors Felts and Wyche agreed that we needed to do this. Supervisor Brown stated that the vision was in tact and that economic development in Southampton County could help with real estate taxes.

Chairman Jones stated that they needed to look out for Ms. Cave. They needed to make sure they had representation from Southampton County. Supervisor Brown asked where Ms. Cave would fit into the organizational chart? Mr. Johnson advised that she would become part of the organization at a salary range comparable to her position here. However, she was certainly open to apply for the position of executive director if she wished.

Supervisor West asked, at the end of 5 years, would the organizations continue to fund this? Mr. Johnson replied that it was hopeful that they would get some private funding.

Vice-Chairman Young moved, seconded by Supervisor Faison, to create the new economic development organization as outlined herein and to appropriate $150,000 in FY 2006, less Ms. Cave's salary and expenses prior to the actual transition, subject to ratification by the City of Franklin.

Supervisor Felts asked when the City would be considering this? Mr. Johnson replied tonight.

All were in favor of the motion.

Regarding miscellaneous issues, Mr. Johnson announced that as they may recall from the end of last month's meeting, Glenn Updike advised them that the roof of the Livestock Pavilion at the Fairgrounds was leaking. As most of them knew, the Franklin-Southampton Fair Foundation leased the facility and was responsible for its maintenance. Included in the agenda for their reference were copies of a couple of emails traded with Wes Alexander in his capacity as a Fair Board Director. Bill Gentry, Vice President of the Fair Board had subsequently called and advised him that the leak was fixed.

Mr. Johnson advised that included in the agenda was correspondence from Randall Gilliland, Council member of the Hampton City Council, in his capacity as a consultant for Patten, Wornom, Hatten & Diamonstein, L.C., seeking their consideration in funding a pro rata share of a new hour-long television pilot that would feature military life in Hampton Roads. They were asking each Hampton Roads community to support the initiative at 5.3 cents per capita, which equated to approximately $940 for Southampton County. It was his understanding that the City of Franklin supported the initiated and Isle of Wight remained undecided.

Vice-Chairman Young stated that he had mixed feelings about it.

Supervisors Faison, Felts, and Brown indicated that they were in favor of supporting it. Supervisor Brown thought that we should support this endeavor because the military was so prevalent in our area.

Supervisor West stated that he would not be on Board.

Mr. Johnson clarified for some of the Board members that it was his understanding that this was a pilot television show and would not depict real military life in Hampton Roads.

Supervisor Faison moved, seconded by Supervisor Brown, to specially appropriate $939.61 from the unappropriated general fund reserve to support this initiative. Supervisors Faison, Brown, and Felts voted in favor of the motion. Vice-Chairman Young and Supervisors West and Wyche voted in opposition to the motion. The vote was 3-3 so Chairman Jones' vote was needed to break the tie. Chairman Jones voted in opposition to the motion. Thus the motion failed 3-4.

Mr. Johnson advised that also included in the agenda was a funding request from Square One, a regional public-private collaborative which focused on school readiness. He noted that a copy of their latest annual report was included in the pocket of their agenda notebooks. They were seeking funding commitments from each Hampton Roads community on the basis of preschool population. Southampton County's share was calculated at $1,784. This request was for a 4 year commitment. He mentioned that Mr. Charles Turner, Superintendent of Southampton County Public Schools, had indicated to him that there were other school readiness programs with a greater presence in Southampton County then Square One.

It was consensus of the Board to not support this initiative, largely in light of Mr. Turner's comments.

Mr. Johnson pleasingly informed that Mr. Julien Johnson, Public Utilities Director, was successful in obtaining a matching grant in the amount of $440 from the Virginia Municipal League Insurance Program for a new confined space entry self-retracting lifeline.

He advised that included in the agenda was correspondence from the Department of Game and Inland Fisheries seeking input on management of the deer population in Southampton County. There was a brief survey (2 questions) for which they were seeking a response by May 15.

Continuing with miscellaneous issues, Mr. Johnson informed that included in the agenda was a copy of the Chowan Basin Soil & Water Conservation District's 5-year strategic plan.

He advised that included in the agenda was a copy of the latest school board profile, compiled by the Virginia School Boards Association. Eighty-four percent (84%) of all school boards in Virginia were now elected. Less than 20% of all school board members in Virginia had more than 10 years experience. He noted that in Southampton County, two-thirds of our School Board members had at least 10 years experience. We were extremely fortunate in that regard.

Mr. Johnson informed that included in the agenda was correspondence from O.R. McClenny seeking authority to construct a new public water system to serve proposed townhouses on the outskirts of Courtland. Development of an individual public water system was permitted under the provisions of Sec. 16-6 of the Southampton County Code. Simply put, the developer would bear all expenses associated with design and construction of the water system, and after it had been inspected and inspected, would sell it to the county for $1, which was responsible for operation and maintenance thereafter in perpetuity. He noted that townhouse development also required a conditional use permit.

He reported the following environmental notices:

1) From the Virginia Department of Environmental Quality, notice of an application for groundwater withdrawal from DuPont Films for a maximum monthly withdrawal of 10.5 million gallons at its Hopewell plant;
2) From the Virginia Department of Health, notice that the waterworks permit for Melvin's 238 Smokehouse had been revoked following sale of the system;
3) From the Virginia Department of Health, a copy of a notice of violation to the Town of Courtland for exceeding the maximum level for total coliform bacteria in March 2005.

He advised that copies of the following incoming correspondence were received:

1) From Jeff Turner, Blackwater/Nottoway Riverkeeper, a note of thanks for the Board's Clean Rivers Day proclamation;
2) From the Genieve Shelter, a note of thanks for the Board's sponsorship of their upcoming Soprah Bowl;
3) From WHRO, a thank-you note for the Board's support of their Pioneer Awards banquet;
4) From the Department of Game & Inland Fisheries, notice of their intent to implement an automated license delivery system beginning in July 2005.

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

Moving to late arriving matters, Mr. Johnson announced that included in the agenda for their consideration was a proclamation declaring the week of May 15-21, 2005 Business Appreciation Week in Southampton County.

Chairman Jones read aloud the following proclamation:

April 25, 2005

BUSINESS APPRECIATION WEEK

PLANTING OPPORTUNITY - HARVESTING SUCCESS

MAY 15 - 21, 2005

WHEREAS, Southampton County is pleased to have a thriving base of business and industry to support the local economy; and

WHEREAS, these businesses provide essential employment opportunities for the citizens of Southampton County; and

WHEREAS, these businesses provide local revenues from which the entire local citizenry benefit; and

WHEREAS, these businesses also make significant contributions in our communities to promote educational opportunities for our children and promote a variety of activities which increase the quality of life of the area; and

WHEREAS, we recognize and appreciate these businesses;

NOW THEREFORE, we, the Southampton County Board of Supervisors, hereby recognize our existing businesses, and by virtue of this proclamation give notice to our citizens that the businesses of Southampton County are exemplifying this year's theme of Planting Opportunity…Harvesting Success".

AND, further, that the week of May 15-21, 2005 is Business Appreciation Week in Southampton County.

_____

Dallas O. Jones, Chairman Date
Southampton County Board of Supervisors

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

The Board took a 5-minute recess.

Upon returning to open session, Mr. Joe Hines of the Timmons Group and Mr. Ray Trevillian of Baskervill Architects provided a demonstration of Southampton County's Virtual Building via three-dimensional computer models of the site plan and building floor plan/elevations. *(Note: In August 2004, Southampton County was awarded a grant from the Virginia Economic Development Partnership (VEDP) to develop a "virtual building" at the Southampton Business Park. The application of Ms. Cindy Cave, Community/Economic Development Director, was one of five selected across the state. The program was a matching grant program that would cover 50% of the development costs, up to $15,000. The Virtual Building Grant Program provided Southampton County with the unique opportunity to develop a flexible build-to-suit alternative, comparable in time and expense to shell buildings, at a fraction of the up-front expense. Southampton County would partner with the Timmons Group, Baskerville Architects, Dominion Resources, and Verizon to develop the project.)*

Presented were computer models of the site plan, floor plan, elevations, and roof plan. The building was one story and was 172,125 square feet with an additional 5,000 square feet for office space. The building could be expanded in the future another 172,125 square feet, double its

current size. The roof plan included what was known as a "green roof", meaning that trees would be planted atop the roof to make it more environmentally friendly.

Mr. Trevillian clarified for Supervisor Brown that the building, including the loading docks, could be tailored to suit the individual needs of companies.

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) (1) Discussion of prospective candidates for employment;

Section 2.2-3711 (A) (1) Discussion of the performance of specific public employees;

Section 2.2-3711 (A) (3) Discussion of the disposition of publicly held property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body;

Section 2.2-3711 (A) (3) Discussion of the 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; and

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

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

Mr. Richard Railey, County Attorney, Mrs. Julia Williams, Finance Director, Mr. Robert Barnett, Building Official and Zoning Administrator, and Ms. Cindy Cave, Community/Economic Development Director, were 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. "Walt" Brown, III
	Carl J. Faison
	Anita T. Felts
	Ronald M. West
	Moses Wyche

The motion passed unanimously.

Chairman Jones advised that a few motions were needed as a result of the closed meeting.

Vice-Chairman Young moved, seconded by Supervisors Wyche to set a public hearing in which the Board would sell approximately 1.756 acres of real property on Southampton Parkway (Route 58) in front of the Southampton Business Park, for $70,000 to Sanzio Properties, L.L.C. All were in favor.

Vice-Chairman Young moved, seconded by Supervisor West to raise the salary of Richard Railey, County Attorney, from $115/hour to $125/hour. All were in favor.

Vice-Chairman Young moved, seconded by Supervisor Wyche to raise the salary of Michael Johnson, County Administrator, to $90,000 and review it at the end of the next year. All were in favor.

There being no further business, the meeting was adjourned at 3:40 PM.

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Dallas O. Jones, Chairman Michael W. Johnson, Clerk