

VIRGINIA: At a regular meeting of the Board of Supervisors of the County of Patrick, held at the Patrick County Administration Building thereof on Thursday, November 17, 2005 at 6:00 p.m.

PRESENT: H. Danny Foley, Sr., Chairman; Roger L. Martin, Vice Chairman; Darrell Cockerham, Crystal P. Harris, and David G. Young, Board Members; Regena H. Handy, County Administrator; Michael Burnette, Assistant County Administrator; Eric Helms Monday, County Attorney; and Mary Beth Roberson, Assistant to the County Administrator.

The Chairman called the meeting to order.

The Chairman gave the invocation.

The Board recited the Pledge of Allegiance to the Flag, followed by a Moment of Silence in honor of U. S. military personnel serving abroad.

On motion by David G. Young, seconded by Darrell Cockerham and carried, the agenda for the meeting was approved.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

On motion by Darrell Cockerham, seconded by David G. Young and carried, the minutes of the October 10, 2005 meeting and work notes of the October 24, 2005 work session were approved.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

The Chairman opened the hearing for public comment regarding the sale of an option to purchase Parcel A, which totals approximately 6.287 acres, commonly known as Fulflex Property to Commonwealth Properties Acquisition, LLC. The Assistant County Administrator advised that the proposed right to purchase option of Parcel A totals \$5,000.00 for a term of 120 days and two extensions of the contract term, which consist of three months and \$5,000.00 per extension. He noted that in the event that Commonwealth Properties Acquisition, LLC elects to purchase the property,

the purchase price shall be \$450,000. Mr. Burnette advised that this would be an “as is” sale, which means that the buyer would be responsible for water and sewer extensions and access roads into the property. The County Attorney reminded the Board that it had previously agreed to grant a right-of-way across this property to the Patrick County Agricultural Fair, Inc. He noted that Commonwealth Properties Acquisition, LLC is aware that the option to purchase is subject to the granting of a right-of-way to the Patrick County Agricultural Fair, Inc. Mr. Burnette noted that the County purchased the Fulflex Property for \$1.2 million, sold 21 acres of parcel A to Walmart for \$1million and, if this property is sold, the County would be able to recoup all of the taxpayers’ money and fund the waterline extensions and sewer pump station upgrades for the Walmart site. He noted that the County also owns Parcels B and C, which could be developed in the future. The Chairman asked for any additional comments; none were made and the public hearing was closed.

Mr. Martin commented on remarks that were made by a candidate for a Board of Supervisors seat during the recent election. He stated, “One of the candidates that ran for office put out an awful lot of false information and I take exception to it and I am making these remarks because I do not want the Board to be painted with falsehoods.” He advised that the candidate made four false statements, which include: (1) the Board wasted \$200,000 to get the Rubber Thread property for Walmart; (2) \$234,000 was wasted on the road into the Rich Creek Corporate Park, which was a gross misrepresentation and that story is not closed yet; (3) the Board solicited Walmart; and (4) the County lost taxpayers’ money “big time”. Mr. Martin advised that the County may sell an option to purchase Parcel A for \$450,000 and that Walmart is expected to produce \$325,000 - \$350,000 in sales tax, approximately \$35,000 in real estate tax, and create approximately 230 new jobs. He stated that there is a good possibility that many new commercial businesses, which will provide new jobs and additional real estate and sales tax, may come to Patrick County. Mr. Martin stated, “I take exception to somebody that is unwilling or unable to tell the truth. I don’t think that they are fit to be on this Board and I want the public record changed to reflect that this Board has done what was right and what was in the best interest of the people. I take strong exception to anybody that will go out there and put out false information for his own benefit and his own agenda. I do not want this Board painted

with that kind of a brush. Its not right.” Mr. Young stated, “ I agree.” Mr. Harris stated, “Amen.” The Chairman stated that this Board has moved the County forward. Mr. Martin stated, “ I think this Board has done a fantastic job. I don’t know of anything that we’ve done that was done by anybody for their own purposes or their own agenda and I take strong exception when the people ought to be saying job well done and patting us on the back for some stuff we do and then somebody goes out and tells fibs about us for their own purposes”.

On motion by David G. Young, seconded by Darrell Cockerham and carried, the Board does hereby accept the following Real Estate Purchase Agreement with Commonwealth Properties Acquisition, LLC:

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this the 17 day of November, 2005, by and between PATRICK COUNTY BOARD OF SUPERVISORS, or its assigns, hereinafter called “Seller,” and COMMONWEALTH PROPERTIES ACQUISITION, LLC, a Tennessee limited liability company, whose principal place of business is situated in the City of Knoxville in the State of Tennessee, hereinafter called “Buyer,” for and in consideration of the premises herein contained,

WITNESSETH:

1. RIGHT TO PURCHASE: The Seller does hereby give and grant unto Buyer exclusive right and option to purchase, under the terms and conditions hereinafter set forth, the fee simple interest, including both surface rights and mineral rights, in and to that certain real property of Seller located in the County of Patrick, State of Virginia, being the remaining portion of Parcel “A” which was recently purchased by the Seller and that which is shown outlined on the attached Exhibit “A”, entitled Plat for Dorn V. Williams, dated January 13, 2003, hereinafter referred to as “Property.”

2. TERM OF CONTRACT:

(A) For and in consideration of Five Thousand and 00/100 Dollars (\$5,000.00) paid unto Seller within five (5) business days of Buyer’s receipt of a fully executed Agreement, and for other good and valuable considerations, the Seller hereby grants the Buyer a period, (the “Initial Term”) of One Hundred Twenty (120) days from the date this agreement is last signed or initialed by either party hereto, as shown on the signature page (the "Effective Date"), within which to exercise this option, and if Buyer elects to exercise this option, it must give to Seller written notice of its intention to do so either delivered by hand, sent by telegram, by nationally recognized express courier service or mailed by certified or registered mail return receipt requested to the Seller at the following address: P.O. Box 466, Stuart, Virginia 24171, and if by overnight courier to: c/o Michael Burnette, Patrick County Office of Economic Development, 106 Rucker Street, Stuart, Virginia 24171 or by facsimile to: 276-694-2160.

Any notice sent by facsimile transmission shall be confirmed by a writing sent by nationally recognized express courier service not later than five (5) days after the date of the facsimile transmission. In either event, notice shall be effective upon delivery or

refusal by Seller to accept delivery. If the last day within which to give notice of exercise of this option falls on Saturday, Sunday or a holiday, this exclusive right to purchase may be exercised by giving notice in the above manner on the business day next ensuing.

(B) Extension Of Contract Term –Buyer may extend the term of this contract for additional terms as follows:

First Extension	3 months	\$5,000.00
Second Extension	3 months	\$5,000.00

In order to exercise its right to extend the term hereof, Buyer must give Seller written notice of its intention to extend prior to the end of the Initial Term or any then current extension term, such notice to be given as provided for in Section 2 hereinabove. Each such extension is herein referred to as an "Extension Term," and the deposits made to secure such Extension Term(s) are referred to herein as the "Extension Deposits."

3. PURCHASE PRICE: In the event that Buyer elects to purchase the Property, the purchase price shall be Four Hundred Fifty Thousand and 00/100Dollars (\$450,000.00).

4. DISPOSITION OF DEPOSITS: In the event that Buyer elects to purchase the Property and the transaction is closed, then all deposits paid by the Buyer pursuant to the terms of this Contract, and any interest earned thereon, shall be credited to and offset against the purchase price at the closing.

Should Buyer elect not to purchase the Property and either terminates this Contract by giving written notice thereof to Seller, then the deposits, including any interest earned thereon, shall be paid over to Seller, provided however, that if Buyer terminates or elects not to purchase or allows the then current Contract term of the Contract to expire without extending the term or exercising its right to purchase because one or more of the conditions set forth in Section 5 hereinbelow have not been met to Buyer's satisfaction, the deposits, including any interest earned thereon, will be returned to Buyer.

5. CONDITIONS: Seller understands that Buyer will not be able to use the Property, and therefore will not be likely to purchase the Property, unless certain conditions or facts as to the Property are satisfied or verified during the term of this Contract and continue to exist on the date of closing. These conditions are:

- (a) That water, sanitary sewer, storm sewer and other necessary utilities exist at locations and with sufficient capacity to provide timely service to Buyer's project on an economically feasible basis;
- (b) That the Property is zoned (or will be zoned prior to closing) to permit development and operation of a retail shopping center as contemplated by Buyer, or in the event that the Property must be zoned, then such zoning must be completed prior to the end of the term hereof (as same may be extended);
- (c) That Seller will be able to convey title to Buyer in fee simple, that Seller's title will be insurable and marketable and subject only to exceptions approved by Buyer, in writing;
- (d) That Buyer's soil tests and borings and site engineering will confirm that the Property, in the sole opinion of Buyer, is suitable for the construction of a retail shopping center on an economically feasible basis;

- (e) That Buyer, in its sole satisfaction, will be able to obtain from the government entities having jurisdiction, approval of its plan for ingress and egress into the Property from public roadways serving the Property; and
- (f) That Buyer, in its sole satisfaction, will be able to secure from the government entities having jurisdiction, approval of its site development plan.

Buyer and Seller understand that the period of time established by this Contract for the Initial Term, and the Extension Terms, is to permit Buyer to undertake the investigations and procedures necessary to verify that the above conditions can be satisfied, or facts verified, in addition to determining whether or not retail businesses will be willing to locate stores on the Property. In the event these facts and conditions cannot be verified or satisfied, then Buyer shall have the right to terminate this Contract or allow the then current term to expire as provided in Section 4 hereof, in which event the deposits paid hereunder, together with any interest earned thereon, will be returned to Buyer.

6. SELLER'S WARRANTY: Seller warrants and represents that: (a) it has the right and authority to enter into this Agreement and all actions required on the part of Seller to approve this Agreement and the transaction contemplated herein has been duly and properly taken; (b) there are no claims, proceedings or other action, either pending or threatened, against Seller's or, to the best of Seller's knowledge, the Property, other than the proposed annexation into the Town of Stuart, that would impede or delay Seller in performing its obligations under this Agreement, and that should such a claim arise during the term of this Contract, Seller will diligently defend such claim, proceedings or action in order to be able to complete the transaction contemplated herein; (c) during the term of this Agreement it will not sell or contract to sell the Property and it will not take any action, or permit any action to be taken by others, that would impair or impede the Property or the title to the Property or otherwise diminish the Seller's interest in the Property; notwithstanding the foregoing, this property is subject to an easement of ingress and egress in favor of Patrick County Agricultural Fair, Inc., which is not yet of record, and shall be subject to a retained right of ingress and egress by the County prior to any conveyance; and (d) the Property is contiguous to and has access to public streets or roads as shown on the attached Exhibit.

7. TITLE EXAMINATION: Buyer will undertake whatever work and investigations it deems necessary to determine that Seller has marketable, fee simple title in the Property, and that such title is subject only to exceptions that do not adversely affect use of the Property for the purposes contemplated by Buyer. This work may include ordering a preliminary title binder from a title insurance company or a lawyers title opinion. In such event, Buyer will select the title insurance company and/or attorney and will pay the cost thereof.

Should Buyer's investigation reveal title defects which in Buyer's opinion render Seller's title unmarketable or uninsurable, or should there be exceptions or restrictions that prevent use of the Property as contemplated by the Buyer, Seller agrees to use its best efforts to cure such defect or exception, and the then current term of the Contract may, in the sole discretion of Buyer, be extended for a reasonable time, not to exceed 90 days, to permit Seller to complete the cure or remedy. Seller agrees to furnish such information, documents and affidavits as may be requested by Buyer or the title insurer either prior to or at the time of closing in order to facilitate the issuance of a title policy.

8. CONDEMNATION: If there is a threat of condemnation or an actual condemnation as to any portion of the Property, Buyer shall have the right to elect (a) to decline to purchase the Property, in which event Buyer shall have no further responsibility to

Seller and shall be entitled to the return of all deposits paid hereunder, together with the interest thereon, or (b) to purchase the Property by paying the full purchase price but to have the right to receive any condemnation award, or (c) to purchase the Property by reducing the purchase price in an equitable manner considering the extent of the condemnation and to allow Seller to receive any condemnation award.

9. INGRESS AND EGRESS: Buyer and its agents or representatives shall have the right of ingress and egress over the Property at all times during the term of this Agreement for the purpose of examining the Property and making such surveys, soil borings and other tests as Buyer deems necessary to determine the suitability of the Property for the conduct of Buyer's business thereon, provided said tests shall not be so exercised as to damage the Property materially or to interfere substantially with its use or occupancy by Seller. Buyer agrees to indemnify and hold Seller harmless against loss or damage from claims arising out of Buyer's conduct of its tests and investigations on the Property. Buyer shall also have the right to erect temporary signs on the Property for the purpose of announcing its development and tenants and occupants thereon.

10. PERIMETER SURVEY: In the event that Seller does not have a current boundary survey of the Property, or fails to deliver same to Buyer as provided for in Section 3 hereinabove, Buyer may elect to secure a perimeter survey of the Property by a surveyor or engineer licensed in the State of Virginia. Seller shall reimburse Buyer for the cost of said survey at time of closing, or, if the closing does not occur as a result of the failure of any condition contained in Section 5 hereof, or any default on the part of Seller, upon demand therefore by Buyer.

11. CLOSING: In the event Buyer elects to Purchase the Property and so notifies Seller in writing, then the closing will be held on a date to be chosen by the Buyer which date shall be within sixty (60) days after Buyer has notified Seller, in writing, that it is exercising its option to purchase.

At such closing, Seller shall convey the Property to Buyer by Warranty Deed in the form customarily used in similar transactions in the State of Virginia and with full covenants of warranty, subject only to exceptions approved by Buyer in writing. Seller further agrees to deliver to Buyer, at closing, such other documentation as may be required by Buyer and its title insurance company.

Simultaneous with the delivery of said Warranty Deed to Buyer, Buyer shall pay to Seller the purchase price in cash or by cashiers check or federal bank wire.

12. DEFAULT OF SELLER: Should this transaction not be concluded because of the default of Seller, then the deposits paid by Buyer, including any interest earned thereon, shall be returned to Buyer, and in addition, Buyer shall have such other rights or remedies as may be afforded to it by law or equity, including but not limited to, the right of specific performance.

13. DEFAULT OF BUYER: In the event that all conditions set forth in Section 5 hereinabove have been met and Seller is ready, willing and able to perform its obligations under this Contract then, in the event that Buyer elects not to purchase the Property, Seller as its sole remedy, may retain the deposits paid by Buyer as full liquidated damages, and both Buyer and Seller will be relieved of all rights and obligations under this Contract, it being agreed by the parties that such damages would be difficult to ascertain and calculate and that such deposits shall constitute reasonable liquidated damages under the circumstances.

14. PRORATION OF TAXES; PAYMENT OF EXPENSES: Ad valorem taxes on the Property shall be prorated between Buyer and Seller as of the date on which this transaction is closed. If, on such date, the rate of taxes or amount of assessment is undetermined, proration shall be on the basis of the rate or amount applicable for the next preceding year.

Seller shall be responsible for the cost of all transfer and documentary stamps and for the preparation and delivery of all documents to be furnished by Seller. Buyer shall be responsible for the cost of recording the deed and the cost of Buyer's title insurance policy. Each party shall be responsible for its own attorney's fees.

15. CONTIGUOUS PARCELS: Deleted prior to signature.

16. WARRANTY AS TO CONDITION OF SITE: Seller hereby warrants that to the best of its knowledge none of the following substances, other than what is noted above, exist on, over or beneath the Property, and that none of such substances have been produced, generated, stored or released on, over or beneath the Property by Seller or any other person or entity whatsoever at any time, to wit: (i) "hazardous substances" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1960, "CERCLA" in 42 U.S.C. Section 9601 (14), (ii) "pollutants or contaminants" as defined by CERCLA in 42 U.S.C. Section 9601(33), (iii) "hazardous wastes" as defined by the Resource Conservation and Recovery Act in 42 U.S. C. Section 6903(5) and identified in 40 C.F.R. Section 261, or (iv) hazardous substances, hazardous wastes, pollutants or contaminants, as defined in similar Federal or state statutes or regulations. Seller further agrees to indemnify and hold harmless Buyer against all loss, claims, suits, liability and expense arising out of any such production, generation, storage or release having occurred at any time on the Property through the date of closing, including the loss of value and the expenses associated with governmental reporting and penalties and clean up restoration.

17. FOREIGN PERSON AFFIDAVIT- OTHER TAX MATTERS: At the closing Seller shall furnish to Buyer such affidavit or certificate as Buyer may reasonably require for the purpose of establishing that Seller is not a foreign person and has no foreign affiliation which would require withholding under Section 1445 of the Internal Revenue Code.

18. ASSIGNMENT: Buyer shall have the privilege of assigning this Contract to any person or persons, firm or corporation, prior to the closing date. Buyer shall deliver to Seller an executed copy of any such assignment, in which event Seller shall close the transaction with the assignee of Buyer.

19. RECORDATION: Buyer, at its sole discretion, shall have the right to record this Contract or a memorandum thereof.

20. REAL ESTATE COMMISSION: Buyer and Seller each warrant to the other that each, respectively, has not dealt with any other broker or third party in connection with this transaction, other than Dominion Real Estate Services, Inc.

21. BINDING EFFECT: This Contract shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

22. SURVIVAL: Each and every provision of this Contract shall survive the closing and shall not be nullified or affected by the closing.

23. ENTIRE AGREEMENT: This Contract and the documents referred to in this Contract constitute the entire agreement between the parties, and there are no other conditions, covenants or agreements which shall be binding between the parties.

24. GOVERNING LAW: This Contract shall be governed by and shall be interpreted in accordance with the laws of the State in which the Property is located.

25. SPECIAL CONDITIONS- N/A

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

The County Administrator reported on the activities of her office for the preceding month, as required by Section 15.2-407 (B), 1950 Code of Virginia, as amended.

A. Jail Meals Bids: The County Administrator advised that the County's current contract for jail meals will expire on December 31, 2005 and noted that the Board had directed her to seek bids. Mrs. Handy stated that three bid packets and fifteen bid notices were mailed to local restaurants; however, only two bids were received. She presented the Board with the following bids: (1) Downtown Café - \$3.24 per meal and (2) Tex's Barbeque - \$4.00 per meal. She noted that approximately 30,000 meals are consumed by inmates per year. Mr. Young stated that meals must be delivered on time because some inmates must take medication with their meals and the jailers have a schedule that they must follow. The County Attorney advised that delivery time and the quality of food will be included in the contract. Mrs. Handy recommended that the Sheriff's Department keep a detailed record of delivery times and food quality/quantity. The Board deferred action on the jail meals bids until the November Work Session.

This day came Jerry Hughes, Executive Director, Patrick County Education Foundation, to update the Board on the Foundation's programs. Mr. Hughes presented the Board with the Foundation's annual report. He advised that the organization's goals include: (1) increasing the percentage of high school graduates who attend college; (2) reduced by half the number of adults without a high school diploma; and (3) enhance the workforce skills and employment opportunities of our adult citizens. Mr. Hughes thanked the Board, County Administrator, and the Assistant County Administrator for their support of the Education Foundation. He thanked the elected officials for taking on the challenge of going back to school, which was included in a Richmond Times Dispatch news article. Mr. Martin stated that a chance to attain additional education is a wonderful gift for Patrick County citizens and the opportunity should be taken advantage of. Mrs. Harris thanked the Foundation for her opportunity to go back to school. The Chairman thanked Mr. Hughes and his staff for their hard work and noted that the program has been very successful.

The County Attorney discussed the Personal Property Tax Relief Act, also known as the Car Tax Bill. Mr. Monday advised that the General Assembly has elected not to fully phase out the car tax and that localities will receive a finite amount of money based on the 2004 assessments. He noted that the amount of money, which the County receives annually, would not change; however, the number of vehicles will do so. He advised that the County is required by law to pass all of the funds on to the citizens. Mr. Monday noted that the State has elected to do a 70% phase out and he proposed an ordinance that would allow the County to determine the rate of relief depending on various rates for different values of cars. He noted that the rates may change from year to year and this procedure would be part of the annual budget process. The Board requested that the County Attorney provide a draft ordinance at the December 12, 2005 meeting.

The County Administrator continued with her report.

B. DMV Animal Friendly Plates: The County Administrator presented the Board with notification from the Department of Motor Vehicles regarding the organization's Animal Friendly Plate program. She advised that the plate is issued to supporters of dog and cat sterilization programs and that \$15.00 of each plate fee is made available to the locality in which the vehicle is registered. She stated that Patrick County is due \$120.00 from this fund, which must be used to support sterilization programs for dogs and cats. Mrs. Handy noted that the Board returned the funds last year because the County did not have a sterilization program in place. The Board deferred action until the work session.

C. Fairystone State Park Water System: The County Administrator presented the Board with notification from the Virginia Department of Environmental Quality regarding the Reissuance VPDES Permits – VA00.0660- Fairystone State Park WTP. She advised that this is simply a formal notification and that a copy of the public notice is attached.

D. Chief Local Elected Officials(CLEO): The County Administrator advised that she and the Chairman are members of the Chief Local Elected Officials (CLEO) group, which oversees Workforce Investment Act monies for this region. She noted that currently, the program is administered overall by Southside Works. She advised that apparently Southside Works' management of this program has not been

satisfactory; therefore, the Workforce Investment Board recommended that each locality would be responsible for administering/operating the program as it was done in the past, which was approved by the CLEO Board. Mrs. Handy stated that the Patrick County School System has offered to serve as Patrick County's agent. She noted that the School System currently manages the youth program under the WIA. The Board deferred action until the work session.

E. Johnson Street: The County Administrator advised that the E-911 Committee, which she and Mrs. Harris are members, met yesterday. She advised that the Committee discussed proposed road name changes. She stated that the E-911 Committee recommends the following road name changes: (1) Johnson Street, which would run from Route 8 up to Buckles and Bows Daycare; (2) Johnson Street Extension, which would branch off of Johnson Street just past Food Lion; and (3) Mount Calvary Church Road, which would branch off of Johnson Street just past the ramp leading to Route 58. The County Attorney advised that a public hearing is not required to change the road names.

On motion by Crystal P. Harris, seconded by Darrell Cockerham and carried, the Board does hereby approve the following E-911 Committee's recommended name changes: (1) Johnson Street, which would run from Route 8 up to Buckles and Bows Daycare; (2) Johnson Street Extension, which would branch off of Johnson Street just past Food Lion; and (3) Mount Calvary Church Road, which would branch off of Johnson Street just past the ramp leading to Route 58.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

F. Employee Flu Shots: The County Administrator advised that the Board had approved \$600.00 in the current budget for employee flu shots, which was based on the cost of \$10.00 per shot two years ago. She stated that the lowest estimate that has been received for each inoculation is \$25.00. Mrs. Harris advised that the amount budgeted for flu shots in the next fiscal year could be increased to fund the total cost for each employee.

On motion by Roger L. Martin, seconded by Crystal P. Harris and carried, the Board does hereby approve the payment of \$10.00 per flu shot that is given to county employees through the Health Department with the remaining \$15.00 to be paid by the employee.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

F. Homeland Security Grant Monies: The County Administrator advised that the E-911 Committee discussed the possibility of using Homeland Security Grant monies to upgrade the communication system that is used by the Sheriff's Department, fire departments, and rescue squads. She noted that the upgrade could be funded by the grant with no cost to the County and that the project would provide First Responders the ability to communicate with dispatch via radio in areas that currently have communication problems. Mrs. Handy stated that the E-911 Committee recommends that the Board request Homeland Security monies to upgrade the communication system in Patrick County. She noted that if the Board adopts the Committee's recommendation, project specifications would have to be prepared and the bidding process would be required. Mr. Martin stated that there are communication problems in the County and that this is a good opportunity to possibly cure those problems with no local funds.

On motion by Roger L. Martin, seconded by Crystal P. Harris and carried, the Board does hereby adopt the E-911 Committee's recommendation to request Homeland Security monies to fund an upgrade of the communication system in Patrick County at no cost to the County.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

G. Dedication of Building: The County Administrator advised that the building dedication ceremony and the Veteran's program that was held on Veterans' Day was beautiful. She noted that the name of the building had been changed but the name Patrick County Administration Building is still on the outside wall. She asked what changes the Board would like to make to same. The Board directed that the word "Building" be removed from the wall, which would leave "Patrick County Administration".

Mr. Martin advised that Amber Alerts, kidnapping, and the murdering of children is becoming a fantastic validity and a daily thing. He stated that an Amber Alert is the last thing that Patrick County needs. He advised that he would like to see a public program developed to educate the public about protecting children and the setup of a recording system in Patrick County. A discussion was held regarding what information the Sheriff could provide regarding sex offenders and how parents can protect their children from same.

On motion by Roger L. Martin, seconded by Darrell Cockerham and carried, the Board does hereby direct the Office of the County Administrator to provide, upon requests by Patrick County residents, a printed copy of the Virginia State Police website's list of sex offenders.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

The County Administrator continued with her report.

H. November Work Session: The County Administrator advised that the agenda for November 28th Work Session includes a presentation from the Extension Office, a public hearing, and a presentation and reception by the Patrick County Education Foundation. She asked the Board what time they would like the session to commence. The Board agreed to begin the November 28th Work Session at 1:00p.m.

I. Noted for Record Receipt of Department Head Reports:

(1) Sheriff: The report of Patrick County Sheriff David Hubbard of prisoners confined during the previous month in the County Jail was this day presented, which report was examined as required by Section 53-178, 1950 Code of Virginia, as amended, and found to be correct.

(2) Building Inspector: A report of the activities of Jason Brown, County Building Inspector, for the preceding month, including a list of the number of new and used mobile homes for which permits were issued during the past month, was presented and examined. Said reports are approved and ordered filed with the papers of this meeting.

(3) DMV Agent: A report of office activities of Shirley Rorrer, Patrick County Division of Motor Vehicles (DMV) Agent, was presented for the Board's information. Said report is noted and ordered filed with the papers of this meeting.

(4) **Treasurer:** A trial balance of the records of Carolyn I. Tatum, Patrick County Treasurer, as of the last day of the previous month and a statement of depositories made during the same month was submitted. Said report is noted.

(5) **Animal Control Officer:** A report of the activities of C. Leon Handy, County Animal Control Officer, were presented and examined for the preceding month. Said report is noted and ordered filed with the papers of this meeting.

(6) **Maintenance Supervisor:** A report of activities of Teddy Doss, Maintenance Supervisor was presented and examined for the preceding month. Said report is noted and filed with the papers of this meeting.

(7) **Emergency Management:** A report of the activities of Michael Hudson, Emergency Management Coordinator, was presented and examined for the preceding month. Said report is noted and ordered filed with the papers of this meeting.

(8) **Tourism Director:** A report of the activities of Jeannie Frisco, Tourism Director, was presented and examined for the preceding month. Said report is noted and ordered filed with the papers of this meeting.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

A Public Hearing was this day held to receive comments regarding a proposed increase in the County's Garbage Services Franchise with Rural Services, which includes a \$1.00 per month increase for households and \$1.25 per month increase for commercial customers. Johnny Marion, Rural Services, approached the Board and advised that the price of fuel had decreased; however, he does not feel that it would drop much more. Mrs. Harris asked if the cost of fuel decreases again, would he decrease Rural Services' rates. Mr. Marion stated that their rates would not change. The County Attorney advised that a public hearing is required for any rate change. The Chairperson asked for any additional comments; none were made and the public hearing was closed.

On motion by Darrell Cockerham, seconded by David G. Young and carried, the Board does hereby approve Rural Services' request to increase the County's Garbage Services Franchise rate by the following amounts: \$1.00 per month increase for households and \$1.25 per month increase for commercial customers.

Voting Aye: Foley, Martin, Cockerham, and Young

Voting Nay: Harris

The Assistant County Administrator, Michael Burnette, gave a report on matters relating to his office.

A. Waterline Extension Update: Mr. Burnette advised that the waterline extension to the Walmart site has been completed. He noted that Steve Martin Trenching was awarded the contract and that the project was completed on time and on budget.

B. Tobacco Indemnification Commission Grants Update: The Assistant County Administrator advised that the County has received final approval from the Tobacco Indemnification Commission to move forward with the Raven Den Arts Center feasibility study as well as the Covered Bridge Restoration Project. He reported that advertisement for proposals would be run for both projects within the next several weeks. Mr. Burnette gave an update on the Patrick County Wireless Broadband Project. He advised that a hearing on the application is scheduled for January and that the Chairman of the Economic Development Committee does not see any reason why it would not be approved. He stated that the County would be moving on the project as soon as it is approved.

C. Patrick Springs Water and Sewer Project Update: Mr. Burnette presented the Board with a new, revised budget for the Patrick Springs Water and Sewer Project, which was presented recently to the Patrick County Public Service Authority (PSA). He stated that the PSA recommends approval of the proposed budget. He noted a \$210,000 shortfall per year on the project; however, if the project is not completed, future development in the Stuart – Patrick Springs corridor will not happen. Mr. Burnette stated that if the future development does not occur, the County would lose new tax revenue, jobs, and opportunities for the citizens in the County. He noted that water and sewer hook up is voluntary. The Board requested the following information: (1) the Town of Stuart's out-of-town rate for water and sewer; (2)

whether approval has been received from Rural Development to transfer the funds from the Town to the County; and (3) whether the two parts of the project can be separated. Mr. Burnette noted that the proposed sewer lines run along Route 58 only; however, the waterlines would run along Route 58 and some residential roads. Mr. Martin noted that the proposed waterlines would increase property values as well as increasing the potential for the safety of the residents. Mr. Young inquired about the West end side of the Stuart Water and Sewer Project. Mr. Burnette advised that according to the engineering firm for this project, removing the western section would decrease the County's annual subsidy from \$210,000 to \$198,000. He stated that because a time extension from Rural Development has not yet been approved, the PSA does not know the timeline for this project. He asked that the Board provide him with a list of information that they would like to have at the work session in order to make a decision regarding the proposed budget.

A number of bills and claims against the county were presented and examined. On motion by David G. Young, seconded by Darrell Cockerham and carried, the bills and claims were ordered paid and the following warrants were issued in payment of same:

On the General County Fund:	Warrants No. 24644 - 24790
On the General County Fund:	Warrants No. 80971 - 81092
On E-911 Communications Fund:	Warrants No. 1010 - 1021
On Asset Forfeiture Fund:	Warrants No. N/A
On Law Library Fund:	Warrants No. N/A

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

On motion by David G. Young, seconded by Darrell Cockerham and carried, the requests for appropriations are approved, as presented; therefore,

BE IT RESOLVED by the Board of Supervisors of the County of Patrick, Virginia, that the following appropriations be, and the same hereby are, made for the month of November, 2005: General County Fund - \$704,000.00; Law Library- \$0.00; Asset Forfeiture Fund- \$0.00; Social Services (VPA) Fund- \$132,300.00; Comprehensive Services Act- \$45,000.00; E-911 Communications Fund- \$4,789.19; County School Funds - \$2,000,000.00; School Construction Fund- \$0.00;
TOTAL ALL APPROPRIATIONS- \$2,886,089.19

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

On motion by David G. Young, seconded by Darrell Cockerham and carried, it is hereby ordered that Carolyn I. Tatum, Treasurer, transfer the sum of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) from the General County Fund to the County School Fund to meet costs for December 1, 2005 contingent upon the definite need for funds and availability in the General County Fund.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

On motion by David G. Young, seconded by Darrell Cockerham and carried, it is hereby ordered that Carolyn I. Tatum, Treasurer, transfer the sum of Forty-three Thousand Five Hundred Fifty-five Dollars and Twenty-three Cents (\$43,555.23) from the from the E911 Fund to the General County Fund, for payment of expenses incurred.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

On motion by David G. Young, seconded by Darrell Cockerham and carried, the following requests for additional appropriations are hereby approved.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

<u>Department</u>	<u>Amount</u>	<u>For</u>
Board of Supervisors	\$8,954.00	Brass Plaques – Wall of Honor

County Administration	\$104.25	Code Books and Supplements
County Administration	\$349.98	Vehicle & Equipment Supplies
County Administration	\$125.67	Office Supplies
County Administration	\$11,610.00	Wal-Mart Adjacent Property
Legal Services	\$310.00	Miscellaneous Expenses
Comm of the Revenue	\$55.15	Office Supplies
Sheriff's Department	\$750.00	Overtime Payments
Sheriff's Department	\$140.52	Travel (Meals/Lodging)
Sheriff's Department	\$1,472.27	Vehicle / Equip. Supplies
Sheriff's Department	\$1,472.27	Vehicle / Equip. Supplies
Sheriff's Department	\$2,406.42	Salary: Deputies
Sheriff's Department	\$750.00	Overtime Payments
Building Inspection	\$812.90	Vehicle & Equipment Supplies
Animal Warden	\$1,730.21	Vehicle & Equipment Supplies
Emergency Management	\$600.00	EMS Equipment
Emergency Management	\$337.15	Vehicle
Emergency Management	\$35.85	WPPD Hazard Mitigation Plan
Emergency Management	\$175.00	Travel (Conv. & Education)
Emergency Management	\$454.00	EMT Textbooks
Emergency Management	\$12.00	EMT Textbooks
Maint: Maintenance Facility	\$24,896.13	Repair and Maintenance
Maint: Courthouse / Jail	\$1,048.49	Repair and Maintenance
Maint: Courthouse / Jail	\$472.00	Electronic doors, cameras, etc.
Mental Health	\$820.28	Auto Expenses: PCS
Mental Health	\$414.62	Auto Expenses: Little Ivy Group Home
Tourism	\$100.00	Marketing
Tourism	\$1,389.00	Marketing
Tourism	\$2,125.00	Marketing
Tourism	\$1,000.00	Marketing
Tourism	\$450.00	Marketing
Tourism	\$44.98	Marketing
Tourism	\$3,400.00	Marketing

On motion by David G. Young, seconded by Darrell Cockerham and carried, the following requests for transfer of funds are hereby approved.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

<u>Department</u>	<u>Amount</u>	<u>From</u>	<u>To</u>
Sheriff's Department	\$900.00	Overtime	Part-time Salaries
Building Inspection	\$200.93	Office Supplies	Vehicle & Equip. Supplies
Maint: Animal Pound	\$213.31	Repair & Maintenance	Rug Rental / Cleaning Supplies
Economic Development	\$246.70	Marketing	Office Supplies
Economic Development	\$1,177.13	Marketing	Travel (Meals / Lodging)

On motion by David G. Young, seconded by Darrell Cockerham and carried, the Board does hereby direct the County Attorney to prepare and forward to the Tobacco Indemnification Commission a resolution stating that the Board of Supervisors goes on record as opposed to any organization receiving any part of Patrick County's Tobacco Indemnification Commission allotment without expressed approval from same.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

Mr. Martin proposed a Taxpayers' Bill of Rights. The County Attorney advised that Patrick County's debt limit is set by the State Constitution; however, the Board may adopt a policy stating that the County would not issue any debt in excess of what is set forth in same. He noted that the policy could be amended at anytime with a majority vote from the Board.

On motion by Roger L. Martin, seconded by Crystal P. Harris and carried, the Board does hereby enact the following Board policy:

Patrick County Taxpayers Bill of Rights

ABSTRACT

The Taxpayers Bill of Rights is a Patrick County Board of Supervisors budget policy, which will benefit the taxpayers of the county in the following ways:

1. It will limit annual increases in county government spending.
2. It will limit increases in real estate taxes.

3. It will cap the county governments total debt and limit increases in multiyear debt.
4. It will require that surplus taxes be credited to the taxpayers by rolling back the future real estate levy.
5. It will help assure that detailed information is provided to the taxpayer in an understandable format about the true costs of government and where and how the money is spent.
6. It will force the county to set goals, identify and prioritize needs, limit, justify and prioritize new programs and to plan and program with line item budgets over a multiyear span and create an audit trail system that minimizes any misappropriation of taxes and unjustified use of tax money.
7. It will reduce the financial strain on many of our elderly and young working families, already having problems and help prevent the destruction of our middle-income families trying to eke out a living on marginal wage level jobs.
8. It will provide a low tax, pro-growth environment that will bring in more jobs, stimulate economic growth, attract more investment and in general will improve the standard of living for the people and of the county.

MISSION STATEMENT

The purpose of the Taxpayers Bill of Rights is to impose fiscal discipline on and reasonably restrain the growth of the county government, to limit accrual of debt and to strictly limit taxation to a level that protects the taxpayers and provides for justified needs of the county and caps the counties long term debt at approximately the annual income taken from the taxpayers.

TAXPAYERS BILL OF RIGHTS

1. The annual increases in the counties budgeted expenditures funded by the county taxpayers shall not exceed the inflation rate as determined by the consumer price index plus the net increase in assessed value due to new construction.
2. After the base year, each years tax revenue and spending limits will be equal to the prior years county taxpayer funded budget plus the percentage of inflation as determined by the consumer price index or in the case of recession minus the percentage of recession as determined by the consumer price index.
3. All surplus taxes when the accumulated amount exceeds \$100,000 dollars shall be returned to the taxpayers by reducing the tax levy by one cent for every \$100,000 dollars of surplus taxes.

The only exception to paragraph three above is that the County shall accumulate surplus tax money in an emergency fund to be used only for non-economic emergencies that is capped at \$1,500,000 and a Revenue Stabilization Fund also capped at \$1,500,000 to be used in times of revenue reductions due to adverse economic conditions. Funding shortfalls occurring during the first three months of the fiscal year before the new tax money starts

coming in may be alleviated by borrowing funds from the revenue stabilization fund to be paid back with new tax money in the second quarter. These funding caps may be increased annually dictated by the Consumer Price Index Inflation factor for Patrick County.

4. The approval of all increases in any combination of taxes and fees that exceed the inflation rate requires a majority vote of the board of supervisors.

5. The counties long-term debt load total shall not exceed 150 % of the total amount of taxes derived from the Patrick County real estate and personal property taxes for that year or \$9,500,000 which ever is lower unless approved by a majority vote of the board of supervisors.

6. The Taxpayers Bill of Rights limits the amount of all taxes generated within Patrick County.

7. The base year for determining the first current year spending is the fiscal year 2002 adjusted for changes in tax liability caused by industry coming to or leaving the county and shall be based on the taxes collected for personal property, real estate and services within Patrick County for that year.

8. After the base year, the amount of money derived from taxes and spending limits each year will be equal to the prior years taxes collected plus the percentage of inflation as determined by the consumer price index or minus the percentage of recession as determined by the consumer price index plus the net change in the taxes on new construction. The initial years limits will include a cumulative total of the annual percentages of inflation accrued since the base year. Taxes received in excess of the limits stated in this paragraph will cause a reduction in the real estate levy.

9. The maximum growth from the base year of the annual real estate tax burden on each taxpayers real estate determined by the assessed value times the real estate tax levy cannot exceed the prior years tax plus the percentage of inflation or minus the percentage of recession adjusted for net growth in assessed value of new construction plus adjustments for additions or deductions in land area for the subject property. Market values for real estate conveyed in the previous year in an arms length sale will be adjusted to indicate the sale price as the market value.

10. Government shouldn't have the power to automatically, and without justification, grab more taxes because of a potential unrealized increase in value that may be alleged due to reassessment. A sharp increase in real estate values is no justification for an increase in taxes or unjustified spending. Increases must be predicated solely on well-justified need.

11. Annual maximum increases in expenditures and real estate taxes allowed by The Taxpayers Bill of Rights are capped the consumer price index plus the net change in the taxes on new construction or 5% whichever is lower.

12. Use of the budget stabilization fund requires a minimum 80% vote of the Board of Supervisors and shall occur only when the general fund revenue drops below the prior years level.

13. The amount of excess revenues refundable shall be accumulated until the amount equals or exceeds the revenue production equal to one cent of the levy and then shall be refunded by reducing the levy appropriately for the next year. This will equitably return the excess proportionally to each taxpayer.

14. A majority vote of the Board of Supervisors is required to change or amend the Taxpayers Bill of Rights.

15. A majority vote of the Board of Supervisors is required to allow the retention of excess funds or to increase the amount of taxes collected.

16. The Taxpayers Bill of Rights shall have a term of two years with the term to be automatically renewed every two years unless this provision is changed by a majority vote of the Board of Supervisors.

SPECIFICATIONS & DEFINITIONS

1. Private gifts and grants shall not increase the level of future years spending or taxes.

2. "Emergency Fund Usage" excludes economic conditions, revenue shortfalls, or county salary or fringe benefit increases.

3. "Fiscal year spending" means all county expenditures and reserve increases except the cost of tax levy rollbacks made in the current or next fiscal year or those from gifts, federal and state funds, collections for another government, pension contributions by employees, reserve transfers or expenditures, damage awards or property sales.

4. "Inflation" means the percentage change in the US Bureau of Labor Statistics Consumer Price Index for the Patrick County area.

5. "Local growth" means a net percentage change in estimated value of all real property in the county from construction of real property improvements minus destruction of similar improvements, and additions or deletions to or from, taxable real property.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

On motion by Darrell Cockerham, seconded by Crystal P. Harris and carried, the Board convened into Executive Session to discuss legal matters [Section 2.2-3711(A)(7), 1950 Code of Virginia, as amended]; prospective business matters [Section 2.2-3711(A)(5), 1950 Code of Virginia, as amended]; and personnel matters [Section 2.2-3711(A)(1), 1950 Code of Virginia, as amended].

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

On motion by Darrell Cockerham, seconded by Roger L. Martin and carried, the Board reconvened into regular session, based upon the following:

WHEREAS, the Patrick County Board of Supervisors has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with provisions of the Virginia Freedom of Information Act, and

WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by the Board that such executive meeting was conducted in conformity with Virginia law,

NOW, THEREFORE, BE IT RESOLVED that the Patrick County Board of Supervisors does hereby certify that, to the best of each member's knowledge, only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Board,

BE IT FURTHER RESOLVED that the Patrick County Board of Supervisors does hereby certify that, to the best of each member's knowledge, only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

On motion by Roger L. Martin, seconded by David G. Young and carried, the Board does hereby appoint Jimmy W. Phillips as a member of the Patrick County Planning Commission effective immediately and ending June 30, 2009.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

On motion by Darrell Cockerham, seconded by David G. Young and carried, the Board does hereby abolish the Patrick County Parks and Recreation Commission, effective immediately, and encourages the coaches of each county-wide sport, along with the varsity coach of that same sport, to form an Ad-Hoc Committee to oversee the implementation of rules for that particular activity from this day forth.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

On motion by Darrell Cockerham, seconded by David G. Young and carried, the Board does hereby schedule a Public Hearing to be held on December 12, 2005 regarding the proposed sale of 4.496+/- acre parcel located in the Patrick County Business Park beside Wood Brothers on top of the hill behind the Community College, which is south of Performance Drive, to Fairview Group, Inc. for the total purchase price of \$115,000, plus approximately one acre of property located adjacent to the former International Paper Plant in downtown Stuart.

Voting Aye: Foley, Martin, Cockerham, Harris, and Young

Voting Nay: None

Ordered that the Board be adjourned until its Work Session commencing at 1:00p.m. on November 28, 2005.

, Chairman