

AT A SPECIAL MEETING OF THE BOARD OF SUPERVISORS, JAMES CITY COUNTY, VIRGINIA,
HELD ON THE EIGHTH DAY OF APRIL, NINETEEN HUNDRED AND EIGHTY-TWO, AT 5:00 P.M.
IN THE COUNCIL CHAMBERS, WILLIAMSBURG-JAMES CITY COUNTY COURTHOUSE, WILLIAMSBURG,
VIRGINIA. THE MEETING WAS A WORK SESSION ON THE ANNEXATION AGREEMENT.

A. ROLL CALL

Abram Frink, Jr., Chairman, Roberts District
Perry M. DePue, Vice-Chairman, Powhatan District
Jack D. Edwards, Berkeley District
Thomas D. Mahone, Jamestown District
Stewart U. Taylor, Stonehouse District

James B. Oliver, Jr., County Administrator
John E. McDonald, Assistant to the County Administrator
Frank M. Morton, III, County Attorney

B. WORK SESSION - ANNEXATION AGREEMENT

With the City Council of Williamsburg already in session, Mayor Walker indicated that the Council had previously adopted the annexation agreement, suggesting that one change had been made to the draft agreement that the Board of Supervisors had seen.

Mr. Morton advised the Board of the change concerning the maximum amount of water to be sold by the City to the County. The Board had considered a draft agreement suggesting an average daily maximum gallorage whereas the agreement before the Board suggested only a maximum gallorage.

Mr. Morton indicated that the change, in his opinion, had little if any, impact on the agreement and recommended that the Board adopt a resolution authorizing the Chairman to execute the agreement.

Mr. Edwards moved to approve the resolution.

Mr. Frink indicated that the agreement represented a lot of hard work and would improve the working relationship between the City and the County.

Mr. Mahone indicated that he would abstain from voting. While he felt the agreement was in the best interest of the County, he considered his ownership of property in the annexation area to be a personal conflict of interest.

On a roll call, the vote was AYE: Frink, DePue, Edwards, Taylor. (4)
Mr. Mahone abstained from the vote.

R E S O L U T I O N

Annexation Agreement

WHEREAS, the County of James City and the City of Williamsburg have considered the matter of annexation since July of 1979, and

WHEREAS, the County and the City have reached mutual agreement on the property to be conveyed by annexation proceedings from the County to the City, as well as agreement on other terms and conditions.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County that it hereby authorizes and instructs the Chairman and Clerk to execute that certain Annexation Agreement dated April 8, 1982 by and between the City of Williamsburg, the County of James City, the James City Service Authority and the School Board of the City of Williamsburg and the School Board of the County of James City.

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Mayor Walker and Chairman Frink exchanged expressions of gratitude for each party's contribution to the negotiations.

Mr. Edwards then made a statement as follows:

"The annexation agreement is perhaps most significant because it was concluded out of court which allowed the two jurisdictions the flexibility to address issues as they thought were best for their communities. The agreement was concluded without large court costs or bitter feelings.

Each side "gained" by staying out of court. For instance, the City will not assume debt service under the agreement which must be paid under traditional court annexation proceedings. The County gained ownership of city water lines in the County which would not have occurred in a contested legal proceeding. The City and County were also able to determine various communities of interest through the local negotiation process.

The negotiation process brought representatives of the two governing bodies together frequently for face-to-face discussion of mutual interests and disagreements. Goals and objectives of each jurisdiction were stated and clarified repeatedly, and often modified. The face-to-face approach, while difficult, was helpful in the long run. A court process would have been conducted with each jurisdiction being represented by third parties, and much would have been lost in the translation. In addition, the "rules" would have been different and not as helpful in maintaining the peace and harmony that the governing bodies want for their citizens.

Highlights of this agreement are:

1. Transfer of nearly four square miles of property, mostly commercial or underdeveloped, to the City. Of particular note is the fact that Colonial Williamsburg and William and Mary properties are being placed within the City.
2. Transfer of City water lines to the County, but with provision for the City to sell water for up to 15 years to the County for customers on these lines. This provision is a major accomplishment for the County in meeting its Master Water Plan, but also "guarantees" the City's revenue and a dependable customer (the County) for a long term period.
3. A 15-year annexation moratorium in which the City and County agree that annexation will not disrupt their communities.
4. Significant tax base improvements for the City. The City will gain major hotel/motel properties which will produce significant new revenue for the City. Most annexations take 5 to 10 years for the city to meet expenses.
5. Protection of the integrity of the joint school contract. A special funding formula was developed for this agreement which has the effect of maintaining the ratios of the school contract. The school contract is designed to distribute costs on the basis of numbers of students and ability-to-pay. That contract would have been "upset" for three years because of a lag in data that goes into the formula. However, the annexation agreement triggers a transition formula that will protect both jurisdictions.
6. Transfer of City interest in the Richardson-Meadows property to the County. This provision will also require school board action, but attempts to give the County sole ownership to this property, although there is a provision that if the two jurisdictions were to decide to develop a joint governmental activity at this site, then the City would receive an equity credit equal to their present equity interest (23.1 percent).

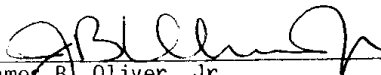
There are numerous other provisions in the agreement that essentially help to achieve the major elements of the agreement. Such provisions include City payment of \$125,000 per year for five years, five years of water service by the County to new City areas along Route 60 West, and so forth. Again, the local process more readily allowed for specific solutions to peculiar needs.

In the early stages of negotiations representatives of the City and County kiddingly talked about reaching an agreement that brought "peace in our time". Again, while the agreement satisfies no one totally, it does seem to meet that major objective."

Mr. DePue then expressed his gratitude to the negotiating team, to his fellow members of the Board and to Mr. Gil Bartlett for the contributions each had made over the two-and-a-half year period of negotiations.

Mr. Edwards then moved to adjourn until 5:00 P.M., Monday, April 12, 1982, for a scheduled worksession on the Comprehensive Plan. On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor. (5)
NAY: (0).

The meeting ADJOURNED at 5:35 P.M.


James B. Oliver, Jr.
Clerk to the Board

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