

## Special Meeting

Germanna Center for  
Advanced Technology  
July 24, 2008

The Council of the Town of Culpeper and the Culpeper County Board of Supervisors convened in special joint session at 7:04 p.m. with Mayor Pranas A. Rimeikis and Chairman William C. Chase Jr. presiding. Present: Calvin L. Coleman, Duke M. duFrane, F. Steve Jenkins, Michael T. Olinger, Christopher H. Snider, William M. Yowell, Council Members. Absent were Council Members James C. Risner and Robert M. Ryan. Also present: Thomas E. Huggard, Interim Town Manager; Kimberly D. Allen, Town Clerk, Neal Deane, Town Treasurer and Robert W. Bendall, Town Attorney.

County Board of Supervisors present were Chairman William C. Chase Jr., Larry W. Aylor, Sue D. Hansohn, Brad C. Rosenberger, Steven E. Nixon, Vice Chairman, Steven L. Walker and Tom S. Underwood. Also present: Frank T. Bossio, County Administrator; J. David Maddox County Attorney; Roy Thorpe, County Attorney; Peggy Crane, Deputy Clerk; and John Egertson, County Planner; and Paul Howard, Environmental Services Director.

### **AGENDA APPROVAL**

By general consensus the agenda was accepted as presented.

### **CLOSED SESSION**

Mayor Rimeikis stated the Town advertised to hold the meeting in closed session, simply due to the fact that the previous joint meeting was held in closed session, however, tonight's meeting would be in open session.

### **MEMORANDUM OF UNDERSTANDING**

Chairman Chase stated that Board Members preferred a Memorandum of Understanding (MOU) be used rather than a Joint Resolution, and the Town agreed to use that format at the July 23, 2008 meeting. In the past fourteen (14) days, the County provided an original and two (2) revisions of the MOU to reflect some of the changes the Town requested. The Board does not support a Joint Resolution and felt it would "set things back three years". A Joint Resolution would only allow for both staffs to continue negotiations and make recommendations by November 1, 2008. Both staffs have been negotiating for the past three to four years, until the last three months.

Chairman Chase also stated years ago, the County engaged Stanley Franklin of McGuire Woods, a noted water and sewer expert, to prepare the corporate documents, i.e. bylaws and operating agreements for the Regional Authority. The Joint Resolution does not mention the boundary adjustment map, which was agreed upon at the June 24<sup>th</sup> meeting, drops many of the specifics in the MOU, and leaves everything for continued negotiations. Again, the joint resolution would delay this process by a few years and delay the Regional Authority.

Chairman Chase commented in summary, the MOU that the County prepared and the Town had reviewed many times would have no legal force and was sufficient for approval this evening. If it was not approved this evening, the County would have to continue to consider alternatives.

Chairman Chase opened the floor for discussion between the Board and Council.

Council Member Jenkins stated his concern as it related to the MOU in comparison to the Resolution was that he preferred to see something that was binding more so than something that wasn't, because it had been proven in the recent past that when there were discussions on water and sewer services and on services for the County from the Town, it was often an interpretation from the MOU that led to considerable debate and the perception of unwillingness to provide services, which he wanted to avoid. Council Member Jenkins stated it did not matter what the document was called, he just believed a consensus was needed and based on where discussions were from last month's meeting, he felt the discussion focused on concepts. He anticipated something more of a generic resolution or MOU.

Board Member Hansohn stated she felt they had moved forward from the last meeting; both boards had come together and directed both staffs to go forward and look at what was discussed in the MOU. Mrs. Hansohn commented that the MOU spelled out the details, where the resolution indicated it would be looked at. Time was running out and the county needed to move forward.

Vice Mayor Yowell stated he would like to see a simple agreement pertaining to a water and sewer authority and boundary adjustment that had no strings attached. Everyone agreed to protect the agricultural zone, and with the boundary adjustment it would become part of the town and under its control.

Board Member Underwood commented on discussions from last month and the board's concern with residential density in undeveloped areas. He believed that as long as there was a mechanism in place, protection from residential density, and the county could afford the infrastructure, the board would be agreeable. The county had no desire to lock themselves into what the Town was doing but would like to have a way to protect themselves from residential density.

Mr. Underwood commented the map was reviewed parcel by parcel at the previous meeting, and he felt it was step one in moving forward. He also believed it was decided at that meeting that there would be an MOU by July 23 and follow up in thirty days (30) with a contract, a total of a sixty day (60) process. He asked for clarification from other board members but felt they were looking at a September timeline where the board had to consider their alternatives.

Chairman Chase asked Vice Mayor Yowell if he was questioning the boundary adjustment itself or the properties in it, as far as the town having control.

Vice Mayor Yowell stated it was discussed previously that the town was sensitive to the rooftops and densities and agreed to that, but as far as some of the other items put in the MOU, did not recall discussing them, for example, no annexation for twenty-five years.

Board Member Rosenberger stated there was a lot of discussion on land density that comes from the town charter.

Council Member Snider stated that in theory, the county already had the property zoned residential; he questioned why it should be brought into the town, since he believed it should be more in the NE quadrant.

Mayor Rimeikis asked if the Town and County were working toward an MOU or Resolution and questioned the purpose for both. He stated the MOU indicated it was a non-binding document but was written with a lot of specificity like an agreement; the purpose of the document was to show resolve and intent primarily to help support the request for the allocation extension next week, and not necessarily a tool that would get closer to an agreement. He commented there was a lot of detail in the MOU that needed to be worked out, and a resolution could essentially do the same thing.

Chairman Chase stated that the resolution would set the county back by three years; the resolution says nothing and the board liked the MOU because it had been worked on by the staff three times. The board agreed to most of the town's changes; nothing was binding and covered everything that would be done later on. He commented that the map was not mentioned in the resolution.

Board Member Hansohn asked if it could be called an agreement and if the details could be reviewed this evening.

Council Member Jenkins commented that the agreement had to have points that everyone agreed to.

Board Member Aylor believed that an MOU would keep it in the elected official's hand where a joint resolution gives the opportunity to go back to staff. Time was of the essence and using the MOU kept things on schedule, which was best for the citizens of Culpeper.

Chairman Chase stated the Board held a three hour meeting last week addressing the concerns of the Town.

Mayor Rimeikis stated he did not feel the concerns were addressed and questioned the purpose of the MOU or resolution and what would be accomplished.

Council Member Olinger asked, for clarification, about the timing issue and why the Town was being pushed to do something.

Board Member Hansohn responded it was the County's timeline, and they need to accomplish certain things by the 2010 for allocation.

Board Member Underwood asked if it would make sense to discuss the MOU or resolution point by point to work it out.

Board Member Rosenberger suggested taking the points of concern and hammer out an agreement tonight.

Mayor Rimeikis asked council if they had any objections; there was none.

Mayor Rimeikis commented on the following:

#I (e) "...the town shall not file in Court to annex any other property in the County for a period of Twenty-five years."

Mayor Rimeikis commented he didn't recall having that discussion.

County Attorney Maddox responded boiler plate documents were used for boundary adjustments and that number was a standard provision.

Town Attorney Bendall responded agreed that it was probably a standard provision, but it was a "devil in the details" issue that was heavily negotiated. He further stated the language that was added in the MOU, absent discussion by the elected officials, was a prohibition on annexation by the town of additional land from the county, plus prohibition of the town declaring itself to become a city for a period of time, plus opposition to any citizen initiated annexation by property owners that want to come into the town if the county objects to it. So in effect, there were three avenues in which the town would be barred from additional expansion of any land for the twenty-five year period as indicated in the MOU.

Chairman Chase asked what period of time would be agreeable.

Board Member Rosenberger stated that the main point was to have stability and consistency with a timeframe that would not alarm the citizens.

Council Member duFrane suggested adding language that says every five years the town council and the board of supervisors would meet to discuss boundary adjustment issues.

Further discussion ensued and the consensus was the final revision to 1(e) as follows:

“...the town shall not file in Court to annex any other property in the County for a period of fifteen years.” Add language that the Town Council and Board of Supervisors would meet every five years to consider and discuss whether additional boundary adjustments are warranted. Remove #2.

Mayor Rimeikis commented on the word “substantially” used in boundary adjustment II(a).

He stated one thing that had not been resolved as of yet was the revenue shortfall for the town.

County Administrator Bossio explained potential expenditures and stated that staff would further review revenue balancing. Further discussion ensued on meals tax and BPOL and expenditures.

Everyone reviewed the map that indicated the area for boundary adjustment.

Vice Chairman Nixon commented that he would not continue supporting changes to the map; at some point there must be a map that everyone agrees to.

Council Member duFrane stated in the end, the map, finances and the citizens have to agree that there is a good plan.

Board Member Rosenberger clarified Mayor Rimeikis’ concern with the word “substantially,” by stating he was afraid of locking the area down as indicated, because it may be more than the town wanted or more than the town was capable of taking at this point and time; and he does not want the word “substantial” being a lockdown toward the movement of the initialization and finalization of an agreement.

Mayor Rimeikis stated he viewed the word “substantial” as meaning there was flexibility; it was substantial but not exact or the final document.

Board Member Underwood asked if it would be agreeable for the map to be the same with the possible exception of two or three parcels on routes 3 and 29; however, he also thought the map was agreed to at the last meeting.

Board Member Nixon commented that if Northridge was causing some concern, it should be discussed. Mayor Rimeikis replied that it was not an issue.

Board Member Nixon stated that maybe the discussion should be on what makes the town become revenue negative.

Further discussion ensued and Council Member Coleman stated he would like to see the Comstock area included in the area. Board Member Underwood asked if the board agreed to that, would the map then be acceptable.

Council Member Coleman reiterated that he would like to see the inclusion of the Comstock area with the stipulation that the County develops it and it comes into the town in a specified period of time. Board Member Nixon agreed to that. Mr. Coleman also suggested some of the tech area come into the town after it was developed in exchange for the town doing away with BPOL.

Board Member Nixon stated that the boundary adjustment was a major part of the MOU and the bodies needed to have an agreeable map.

Board Member Rosenberger commented the tech area was being developed as industrial, and historically, 97% - 98% of all industry is either in a city or county and not a town, not only because of BPOL but they do not want to have to deal with two levels of government; therefore, he was opposed to this proposal.

Council Member Coleman withdrew adding the tech area to the map.

Board Member Nixon stated he was in agreement with including the Comstock area, but since the town has BPOL, the County should develop it and after a period of time, let it come into the town. Mr. Nixon stated it was already zoned and ready for development; the county could give more incentives than the town could because of the BPOL. This would give the County time to get the area operating and set a date to get it into the town.

Mayor Rimeikis commented he was looking for a consensus from council on the map. Chairman Chase stated that everyone had agreed that the map looked good for planning purposes.

The Attorneys asked for clarification on the language for this paragraph with the consensus for the language in Boundary Adjustment II (a) being as follows:  
“The boundary adjustment shall be substantially the same as the green area on the map attached as Exhibit A, on which a small number of parcels may be changed to improve revenue balancing between the town and the county.”

The consensus on language for Boundary Adjustment II (b) was as follows:  
“The town and county shall contribute saved revenue sharing funding for this project at an agreed upon time to expedite commencement on this road construction project” and to add “with both parties preferring the Alternative B plan.”

Discussion ensued about the comprehensive land use plan and the master zoning plan for boundary adjustment.

Mayor Rimeikis commented on #III (c) and felt that the language as proposed was restricting.

It was the consensus to change the language for Joint Land Use Planning III (c) as follows:  
“For the period of five years after the effective date of the boundary adjustment settlement agreement,.....”.

Mayor Rimeikis commented on #IV Lake Catalpa (a) and discussion ensued as to why a feasibility and alternatives study would need to be the town’s expense. After discussion, there was a consensus to delete paragraph A.

Mayor Rimeikis commented on #V (a) and asked for clarification on the language “two alternate tracks”.

County Attorney Maddox explained it had to do with the fact that a regional authority could be set up right away and the boundary adjustment has to go through local government petitions and the court process which could take a year or more.

Mayor Rimeikis asked for the language to be clarified.

Discussion ensued about #V (c) and the fact that the county was having the documents prepared. There was also discussion on appointing the seventh board member of the Authority.

Mayor Rimeikis reviewed #VI (c) and after further discussion, the consensus was to delete the paragraph and to have staff come up with a plan for revenue balancing.

After discussion on when the final version would be signed, staff reviewed and confirmed all the revisions just made by the council and the board.

It was the consensus for staff to make the final changes and schedule a joint meeting for Monday, July 28, 2008, at 6:00 p.m. to take action on the final document.

**ADJOURNMENT:** Council adjourned at 8:55 p.m.

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Clerk

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Mayor