

REPORT  
ON THE  
TOWN OF STRASBURG - COUNTY OF SHENANDOAH  
AGREEMENT DEFINING ANNEXATION RIGHTS



COMMISSION ON LOCAL GOVERNMENT  
COMMONWEALTH OF VIRGINIA

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REPORT  
ON THE  
TOWN OF STRASBURG - COUNTY OF SHENANDOAH  
AGREEMENT DEFINING ANNEXATION RIGHTS

PROCEEDINGS OF THE COMMISSION

On May 2, 1984 the Town of Strasburg, with the concurrence of Shenandoah County, submitted to this Commission for review a proposed agreement defining the Town's future annexation rights which had been negotiated under the authority of Article 1.1, Chapter 25 of Title 15.1 of the Code of Virginia.<sup>1</sup> Consistent with the Commission's Rules of Procedure, the Town subsequently submitted additional material to assist this body in its review of the proposed agreement.<sup>2</sup>

Following its analysis of the above-mentioned materials, on August 6, 1984, the Commission toured the Town of Strasburg and relevant sections of Shenandoah County, received oral testimony from local officials regarding the agreement, and conducted a public hearing for the purpose of receiving citizen comment. The public hearing, which was advertised in accordance with the provisions of Section 15.1-1058.2 of the Code of Virginia, was attended by approximately 50 persons and provided testimony from 14 individuals. In order to allow additional opportunity for public comment, the Commission agreed to keep open its record for the receipt of written testimony through September 6, 1984. Further, the Commission also solicited comment on the proposed agreement from other potentially affected local governments in the area.

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<sup>1</sup>Vincent E. Poling, Town Manager, Town of Strasburg, letter of formal filing of Proposed Agreement Defining Annexation Rights with the Commission on Local Government, May 1, 1984. This letter included as attachments resolutions adopted by the Board of Supervisors, Shenandoah County and by the Council, Town of Strasburg on January 26, 1984 and February 7, 1984 respectively, which authorized the submission of the proposed agreement to the Commission for review.

<sup>2</sup>Town of Strasburg, Required Submission by the Town of Strasburg for an Annexation Agreement with Shenandoah County, Virginia (hereinafter cited as Strasburg Submission), revised June 13, 1984.

## SCOPE OF REVIEW

The proposed agreement submitted to the Commission by the Town of Strasburg and Shenandoah County is only the second of its nature to be received by this body for review since the annexation laws of the State were amended in 1979 to authorize such. Under the authority now granted by Article 1.1, Chapter 25 of Title 15.1 of the Code of Virginia, towns may negotiate agreements with their counties which permit them to annex, in accordance with conditions specified in such agreements, merely by the adoption of a municipal ordinance. Thus, where town annexations are pursued under such agreements, the State's general annexation process whereby proposed boundary adjustments are decided by the courts subsequent to Commission review is supplanted by the simple and direct process of annexation by town ordinance. The final and formal adoption of such an agreement by a town and county, however, divests the town permanently of its authority to seek city status.<sup>3</sup>

While the Code of Virginia grants broad authority to towns and counties to fashion such annexation agreements to meet their peculiar needs and circumstances, there are certain statutorily prescribed conditions which must be met in their development. The law specifies that these agreements must provide for the regular and orderly growth of the town in a manner which assures that municipality of an equitable sharing of the area's resources and liabilities.<sup>4</sup> Based in part upon this statutory requirement, the Commission is directed to determine in its review:

. . . whether the proposed agreement provides for the orderly and regular growth of the town and county together, for an equitable sharing of the resources and liabilities of the town and county, and whether the agreement is in the best interest of the community at large, . . .<sup>5</sup>

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<sup>3</sup>Sec. 15.1-1058.3, Code of Virginia.

<sup>4</sup>Sec. 15.1-1058.1, Code of Virginia.

<sup>5</sup>Sec. 15.1-1058.2, Code of Virginia.

It should be noted here that whatever the findings and recommendations of the Commission regarding an agreement under review, the local governing bodies are free to adopt or reject the proposed agreement as they see fit. If, however, the Commission's review of an agreement is "unfavorable," the local governing bodies may not adopt the agreement until after they have jointly held an advertised public hearing on the issue.<sup>6</sup>

#### EVALUATION OF THE AGREEMENT

Briefly stated, the principal provisions of the agreement negotiated by the Town of Strasburg and Shenandoah County would:

1. require the Town to renounce permanently its authority to become a city;
2. authorize the Town to annex by municipal ordinance a specified area in the County, designated as Area A, on December 31, 1984, or as soon thereafter as practicable;
3. authorize the Town to annex additional contiguous land in a specified area covered by the agreement, designated as Area B, at such time as the Town has provided or has agreed to provide water and sewerage services within the area;
4. require cooperation between the Town and County on the development and application of land use ordinances and regulations within all areas covered by the agreement; and
5. require the Town to compensate the County for a three-year period for a portion of its revenue lost as a result of all annexations effected pursuant to the terms of the agreement.<sup>7</sup>

As indicated previously, the Commission is required to determine in its review if a proposed town-county annexation agreement (1) pro-

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<sup>6</sup>Sec. 15.1-1058.3, Code of Virginia. It should be observed that State law authorizes a town to proceed unilaterally to obtain an order defining its future annexation rights in instances where it is unable to reach an agreement with its county on the issue. (See Sec. 15.1-1058.4, Code of Virginia.)

<sup>7</sup>See Appendix A for the complete text of the proposed

vides for the orderly and regular growth of the town and county together, (2) permits an equitable sharing of the area's resources and liabilities, and (3) is in the best interest of the community at large. In the following sections of this report the Commission endeavors to analyze the proposed Town of Strasburg - Shenandoah County agreement on the basis of these three general criteria.

#### ORDERLY AND REGULAR GROWTH OF TOWN AND COUNTY

The data reveal that between 1970 and 1980 the population of Shenandoah County increased from 22,852 to 27,559 persons, or by approximately 20.6%. During the same decade the population of the Town of Strasburg decreased from 2,431 to 2,311 persons, or by 4.9%.<sup>8</sup> While population projections estimate that the County's population will increase to 33,600 by 1990, without some adaption of its boundaries there is little prospect that the Town of Strasburg will share in that growth.<sup>9</sup> Thus, in terms of population, the evidence indicates that the Town has failed to share in the growth of its area and, without an expansion of its boundaries, is unlikely to participate in the area's projected development.

With respect to fiscal resources, recent property assessment data reveal that growth in the County generally has been significantly in excess of that experienced within the Town. Between 1979 and 1982 the total assessed value of property subject to local taxation in the County increased from \$596.0 million to \$677.1 million, or by 13.6%, while such values in the Town grew during the same period from \$31.9

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Agreement Defining Annexation Rights between the Town of Strasburg and Shenandoah County.

<sup>8</sup>U. S. Department of Commerce, Bureau of the Census, 1980 Census of Population, Number of Inhabitants, Virginia, Number PC80-1-A48, Table 4.

<sup>9</sup>Julia H. Martin and Michael A. Spar, Estimates of the Population of Virginia Counties and Cities: July 1, 1981 (Final) and July 1, 1982 (Provisional) (Charlottesville: Tayloe Murphy Institute, University of Virginia, December 1983), Table 2.

million to \$34.3 million, or by 7.5%.<sup>10</sup> Hence, the rate of growth in property values subject to local taxation in the County was nearly double that in the Town during that three-year period. While the Town, as the County, does have other sources of revenue to support its governmental functions, property taxes are by far the largest component of revenue available to support its general governmental activities.

In terms of the Town's prospects for future development, it should be noted that 113 acres, or 25% of Strasburg's total land area, remain vacant. Of this total vacant land, however, 69 acres are located on slopes exceeding 15% or are situated within the 100-year floodplain. Consequently, only 44 acres, or 10% of the Town's total area, are located on vacant land environmentally suited for development.<sup>11</sup> It should also be observed, however, that two of the largest parcels in this acreage are restricted in their development potential due to limited accessibility or adjacent land uses.<sup>12</sup> Some evidence of the limited development potential of the Town is provided by the fact that no new industry has located in the Town for some years and that there has been no subdivision of property within Strasburg since 1978.<sup>13</sup>

Under the terms of the proposed agreement the Town would be per-

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<sup>10</sup>Strasburg Submission, Exh. 4. Property values include those for real estate, public service corporation, personal property, mobile homes, and machinery and tools. The totals do not include merchants capital assessables because such property is not taxed by the Town. As of 1982, however, the assessed value of merchants capital in the County totaled \$13.9 million. It should also be noted that the totals reflect use value assessments for real property.

<sup>11</sup>Town of Strasburg, Supplemental Strasburg Submission, August 8, 1984, Attach. V.

<sup>12</sup>Town of Strasburg, Comprehensive Plan, Strasburg, Va. July 1979, Map 7.

<sup>13</sup>Poling, communication with staff of Commission on Local Government, Oct. 23, 1984.

mitted to annex Area A immediately and would be eligible to annex subsequently within Area B as the Town's needs require and its service capacity permits. The annexation of Area A would bring within the corporate limits of the Town an area of approximately 0.9 square miles (578 acres) containing a population of approximately 515 persons and assessed property values estimated at \$17.0 million in 1982.<sup>14</sup> Thus, the addition of this area to the Town will increase Strasburg's population by 22.3% and its assessed property values by 49.8%. Moreover, the annexation of Area A will provide the Town with significant vacant land suitable for future development.<sup>15</sup>

While the annexation of Area B is not immediately contemplated, the inclusion of this area in the agreement provides the Town with a 9.9 square mile area within which it can annex to promote its regular and orderly development. As of 1978, Areas A and B collectively contained approximately 6,400 acres of undeveloped open space which should assure the Town ample opportunity for future growth.<sup>16</sup> Further, the proposed agreement contains a provision permitting either the Town or the County to request a reconsideration of the areas of the County covered by its terms. If no such review is requested during the first 30 years of operation under the agreement, a review is mandated at the end of that period of time.<sup>17</sup> This provision manifests recognition by both the Town and the County that the agreement may require future modification to meet needs and circumstances which cannot now be foreseen.

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<sup>14</sup>Strasburg Submission, Exh. 4. This figure has not been adjusted to reflect use value assessment due to the unavailability of such data for Area A.

<sup>15</sup>See Appendix B for a statistical profile of the Town, the County, and the areas of the County covered by the agreement.

<sup>16</sup>Comprehensive Plan, Strasburg, Va. Table 9.

<sup>17</sup>Proposed Agreement Defining Annexation Rights, Sec. 19.



In our judgment, the proposed agreement does facilitate the orderly and regular growth of the Town and County together. The agreement will enable the Town to benefit from an immediate increase in population and fiscal resources, and it will assure Strasburg of land for future development which will promote its continued viability. Moreover, the viability of the Town and its expanded fiscal resources will enable Strasburg to continue to contribute to the social and economic health of its area and Shenandoah County generally.

#### EQUITABLE SHARING OF RESOURCES AND LIABILITIES

An equitable sharing of resources and liabilities within the context of these agreements requires, in our view, an opportunity for both the Town and County to benefit from the growth in the area sufficient to meet the needs of their residents and commensurate with the contribution each makes to the social and economic viability of the general area. The following paragraphs consider these concerns.

#### Resources

As indicated in the previous section of this report the Town of Strasburg has not experienced the population and fiscal growth in recent years equal to that recorded in Shenandoah County. Indeed, during the previous decade the Town actually experienced a population loss while the County's populace increased by over 20%. While Strasburg did confront a population decline during the past decade, and while it benefitted from only relatively modest economic growth in recent years, it has contributed substantially to the economic development of its general area through the extension of services to industry and residents beyond its boundaries. In this regard, it should be noted that Area A contains three major industries, employing approximately 1,000 persons (27.8% of the County's total 1983 manufacturing employment), which are served by Town water and sewerage

services.<sup>18</sup> Further, two of these industries have alarm systems which connect them directly to the Town's Police Department.<sup>19</sup> Moreover, as the succeeding sections of this report will indicate, Town services are already extensively found in some portions of the County areas covered by the agreement. Thus, the proposed agreement would permit the annexation of territory whose existing development has been facilitated by Town services.

In terms of the resources which could accrue to the Town under the provisions of the agreement, the data indicate that the annexation of Area A would provide the Town approximately \$152,300 in property tax revenues annually based on 1982 assessed values and Strasburg's 1982 tax rates. Such a revenue increase would be in excess of 141% of the Town's total 1982 estimated real estate, personal property, and machinery and tools tax collections.<sup>20</sup> Needless to say, the future growth and development of Area A would result in further increases in the fiscal resources available to the Town.

It is important to note here that town annexations in Virginia, unlike those initiated by cities, do not remove property from a county's tax rolls. Thus, Shenandoah County's major tax sources will be unaffected by annexations by the Town of Strasburg. To be sure, Town annexations do constrict some of a county's more modest revenue sources (e. g., automobile license taxes, consumer utility taxes, and sales tax), but, under the terms of the proposed agreement now under consideration, the Town of Strasburg would reimburse Shenandoah County for a portion of such revenue loss for a three-year period subsequent to each annexation.<sup>21</sup> Moreover, any development facilitated by the

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<sup>18</sup>Virginia Employment Commission, Special Area by Industry Listing for Quarter 1-83, Area 171 - - Shenandoah County.

<sup>19</sup>Poling, letter to staff of Commission on Local Government, Aug. 20, 1984.

<sup>20</sup>Town of Strasburg, Industry Annexation Impact Analysis, Nov. 1982, Table 5.

<sup>21</sup>Proposed Agreement Defining Annexation Rights, Sec. 3.

extension of Strasburg's services to annexed areas will redound to the fiscal benefit of Shenandoah County. On the basis of these considerations, the Commission concludes that the proposed agreement should provide the Town of Strasburg and Shenandoah County with an equitable share of the area's resources.

#### Liabilities for Services

The Town of Strasburg plays a prominent role in the provision of public services in the northeastern section of Shenandoah County. The Town not only offers its residents a significant array of urban services, it also extends a number of them to firms and residents beyond its boundaries. As suggested previously, the availability of Town services has been instrumental in the economic development of areas adjacent to Strasburg. Annexation by the Town under the terms of the proposed agreement will, however, place new and additional service responsibilities upon Strasburg. While this expanded responsibility for urban services constitutes a liability to be borne by the Town, the extension of such services to areas of need represents, at the same time, a consequence of the agreement which is in the general interest of the community at large. The sections which follow address these public service concerns.

Water. The Town of Strasburg is served by two raw water sources - the North Fork of the Shenandoah River and a spring-fed reservoir system originating in Little Fort Valley. Water taken from the North Fork of the Shenandoah River, which has an average flow of 377 million gallons per day (MGD), is pumped to the Town's treatment plant for chemical treatment, filtration, and chlorination prior to entering Strasburg's distribution system.<sup>22</sup> The Town's treatment facility, which has been upgraded within the past year, has a rated treatment capacity of 0.570 MGD. Since the plant currently treats an average of 0.450 MGD, it retains an unutilized capacity of 0.120 MGD.<sup>23</sup>

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<sup>22</sup>Supplemental Strasburg Submission, Statement 2.

<sup>23</sup>Strasburg Submission, p. 9.

The reservoir system, although periodically affected by drought, provides the Town with an alternative water source. Water from this system, which has a maximum holding capacity of approximately 34 million gallons (MG), enters the Town's distribution system directly after being chlorinated and fluoridated.<sup>24</sup> Any excess water entering the Town's system is stored in a 200,000 gallon elevated tank to meet periods of peak need.<sup>25</sup>

With respect to its distribution system, during the past three years the Town has replaced and upgraded approximately 60,000 linear feet of water mains, expending over \$2.6 million (\$1.7 million in local funds) for the purpose.<sup>26</sup> These lines serve a total 1,160 connections, with 218 being located in Area A and 1 in Area B. It is significant to note that all major industrial and commercial firms, all public and semi-public facilities, and all major residential concentrations in Area A are currently served by Town connections.<sup>27</sup> Since Strasburg places a 40% surcharge on both connection fees and water rates for nonresidents customers, the annexation of Area A will result in substantially reduced charges for water service in that area.

Finally, it should be observed that the Town of Strasburg is the only source of treated water available to serve those portions of Shenandoah County covered by the agreement. The closest County utility facility is located six miles south of Strasburg.

In sum, the Town of Strasburg is presently providing treated water to the predominant portion of the businesses and residents in Area A. Further, the Town is capable, in our judgment, of meeting the area's

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<sup>24</sup>Ibid.

<sup>25</sup>Ibid.

<sup>26</sup>Supplemental Strasburg Submission, Statement 9; and Poling, communication with staff of Commission on Local Government, Oct. 22, 1984.

<sup>27</sup>Supplemental Strasburg Submission, Statement 4. The Town also owns and maintains 28 fire hydrants in Areas A and B which afford

prospective water needs.

Sewerage. The Town of Strasburg currently operates a new sewage treatment facility constructed in 1983 at a total cost of \$1.5 million. This plant, which is located in Area A, has a rated capacity of 0.805 MGD. Since this new plant receives an average daily flow of 0.620 for treatment, it currently retains an unutilized capacity of 0.185 MGD.<sup>28</sup>

The Town presently operates approximately 85,400 linear feet of collection lines which serve 1,102 connections, with 174 of that total being in Area A and 1 in Area B.<sup>29</sup> The majority of businesses and residents in Area A are presently served by the Town's sewerage system.

It should be noted that Strasburg has experienced in recent years an infiltration and inflow problem which has been due in large part to the age of the collection lines. Since 1982, however, the Town has embarked upon an extensive program to address the problem and in the process has replaced approximately 10,000 linear feet of those lines and has rehabilitated another 7,700 linear feet.<sup>30</sup> Coupled with the construction of the new treatment plant, this work clearly manifests the Town's commitment to maintaining appropriate sewage collection and treatment services in its area.

As in the case of water service, the Town places a 40% surcharge on sewerage connection fees and user charges for nonresidents. Thus, annexation by the Town will substantially reduce the cost of sewerage service to all nonresidents users who are brought within municipal

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fire protection service to residents and businesses in those areas. (Ibid., Statement 3.)

<sup>28</sup>Ibid.

<sup>29</sup>Ibid., Statement 8; and Town of Strasburg, Water Pollution Control Facilities Plan, pp. 4-26.

<sup>30</sup>Supplemental Strasburg Submission, Statement 9.

boundaries, as well as to others subsequently connected to the system in annexed areas.

In our judgment, the Town of Strasburg should assume responsibility for sewerage service in the areas covered by the agreement and, by further development of its system, can properly serve those areas and its residents. Indeed, the Town's sewerage facilities constitute the only public sewerage system available to serve the Strasburg environs.

Solid Waste. The Town of Strasburg currently contracts with private firms for the provision of solid waste collection services to Town residents. To offset the cost of this service, Strasburg charges its residents \$9.00 per quarter. This service is currently being provided to 932 residential customers within the Town. Strasburg does not provide any solid waste collection service to its commercial or industrial firms.<sup>31</sup> These businesses contract directly with private collectors for such services. In terms of disposal of its refuse, the Town utilizes the County's landfill and pays an annual fee for the use of that facility. According to Town officials, Strasburg paid \$11,900 for use of the landfill during FY 1983-84.<sup>32</sup>

Shenandoah County, like many other of the Commonwealth's rural counties, does not provide any residential solid waste collection services. The County does offer a bulk container service, with "green boxes" being situated throughout the County for solid waste disposal. None of these "green boxes," however, are presently located in Areas A or B. County residents can contract directly with private collectors for refuse collection services, at a cost reported to be \$5.00 per month.<sup>33</sup>

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<sup>31</sup>Strasburg Submission, p. 11; and Supplemental Strasburg Submission, Statements 12, 14.

<sup>32</sup>Supplemental Strasburg Submission, Statement 16.

<sup>33</sup>Poling, letter to staff of the Commission on Local Government, Aug. 20, 1984.

In our judgment, the developing areas adjacent to Strasburg would benefit from the refuse services provided by the Town. The extension of the Town's services to the annexed area can be expected to result in greater residential utilization of these collection services, as well as in reduced charges for all users. Since Area A is estimated to contain approximately 225 potential residential customers, the aggregate benefit to that area from the extension of this Town service should be substantial.<sup>34</sup> Clearly, the Town can and should bear responsibility for the provision of this public service in the areas covered by the agreement.

Law Enforcement. Law enforcement services in the Town of Strasburg are provided principally through a police department which is directed by a chief and staffed by six full-time and one part-time officers. Duty shifts are structured so that four officers are normally on duty during most of the day. The Town's police department has available two vehicles to assist in its law enforcement responsibilities.<sup>35</sup> Strasburg's law enforcement capabilities are enhanced by the availability of four full-time and one part-time dispatchers who provide the Town with 24-hour dispatch service. These public safety employees dispatch not only law enforcement responses, but fire and rescue assistance as well.<sup>36</sup>

It is noteworthy that Strasburg's police department has established an organized crime prevention program and has assigned an officer, on a part-time basis, to direct its activities. The Town's crime prevention efforts include such elements as a neighborhood watch program, instructional classes on crime prevention measures, and vacant house checks.<sup>37</sup> As the Commission has stated in other reports, we

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<sup>34</sup>Supplemental Strasburg Submission, Statement 15.

<sup>35</sup>Ibid., Statements 18, 19.

<sup>36</sup>Ibid., Statement 18.

<sup>37</sup>Ibid., Statement 20.

consider crime prevention to be an important component of public law enforcement service which should be pursued vigorously.

It is relevant to note that County areas adjacent to Strasburg already utilize to a significant degree the Town's law enforcement services. Data indicate that during calendar year 1983 Town police responded to a total of 2,426 calls for service, with approximately 20% of that total (465) originating in Area A and B. Moreover, Town police regularly patrol County areas located within one mile of Strasburg's corporate limits. In addition, Town dispatchers routinely dispatch police, fire, and rescue responses to calls for assistance throughout the northeastern section of the County generally. Further, several firms and an apartment complex in the areas covered by the agreement are connected directly by alarm systems to the Town's public safety and emergency services.<sup>38</sup>

The above-mentioned circumstances suggest an existing need for the Town's law enforcement services in the County areas adjacent to Strasburg. As those areas develop and urbanize, that need will increase. The Town is capable and should be expected to assume full responsibility for law enforcement services within any areas annexed under the agreement.

Planning, Zoning, and Subdivision Regulation. The Town of Strasburg conducts its public planning efforts with the assistance of a planning commission and a comprehensive plan which was formally adopted in July 1979. This comprehensive plan meets the requirements established by the Code of Virginia for such basic planning instruments. Strasburg also has zoning and subdivision ordinances, both of which were last revised in 1980.<sup>39</sup> Thus, the Town has established all of the statutorily required planning instruments to guide its future growth and development.

While Shenandoah County has similarly established all the legally

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<sup>38</sup>Ibid., Statement 21; and Strasburg Submission, p. 12.

<sup>39</sup>Supplemental Strasburg Submission, Statement 26. The Town also adopted a capital improvement program in 1982 but has not revised



required instruments of planning those instruments are designed primarily for sparsely populated development which characterizes the County generally. The Town's development control instruments are more detailed and appropriate for urban development. The Town's subdivision ordinance, for example, forbids the construction of private streets, and it can require the installation of sidewalks and streetlights in new development.<sup>40</sup> In sum, Strasburg's planning instruments will become increasingly more appropriate for the areas adjacent to the Town as those areas continue to experience urbanization.

Curbs, Gutters, Sidewalks and Storm Drains. The Town's subdivision ordinance can require the installation of curbs and gutters in new developments as part of a drainage plan for the area. Similarly, Strasburg's subdivision ordinance may require the installation of storm drains in new development if water run-off cannot be contained within the prescribed pavement width. The installation of storm drains is mandated by the ordinance, in any event, if central drainage facilities are available for connection within 500 feet of the new development.<sup>41</sup> The Town's subdivision ordinance may also require the construction of sidewalks in new development.<sup>42</sup>

In addition to the above-mentioned requirements applicable to new development, Strasburg has followed a policy of installing at public expense curbs, gutters, and storm drains pursuant to resident request and contingent upon the availability of funds. The Town has advised that between July 1, 1979 and June 30, 1984 in excess of \$25,000 in municipal funds was expended for the construction of these facilities.<sup>43</sup> Moreover, Strasburg also follows a policy of installing

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the plan since that time.

<sup>40</sup>Town of Strasburg, Strasburg Code, Appendix B - Subdivision Ordinance, Secs. 408, 414, and 415.

<sup>41</sup>Ibid., Sec. 408.

<sup>42</sup>Ibid., Sec. 415.

<sup>43</sup>Supplemental Strasburg Submission, Statement 36.

sidewalks in older sections of the Town upon resident request and agreement to bear half the cost, and contingent upon the availability of matching public resources. Such resident requests resulted in public expenditures of \$4,513 during the five-year period ending on June 30, 1984.<sup>44</sup>

In our view, the Town's regulatory provisions relative to the installation of curbs, gutters, sidewalks, and storm drains in new development and Strasburg's policy of public support for the construction of facilities in existing development will benefit the areas of the County covered by the agreement. The application of the latter policies in areas annexed under the agreement constitutes a service liability which the Town should be expected to assume.

Street Lighting. The Town of Strasburg has a policy of installing, operating, and maintaining at public expense street lights which are deemed appropriate for the public welfare. There are currently 218 publicly funded street lights in service within the Town's corporate limits. The Town accepts requests for additional street lights from residents, and if such requests are considered meritorious, the lights are installed. In addition, the Town's subdivision ordinance can require the installation of street lights in new development under specified conditions.<sup>45</sup>

While Shenandoah County does pay for the operation of street lights at public schools, there is no policy or program for the provision of such lights in the County generally. Only privately operated street lights currently exist in Area A.<sup>46</sup> The extension of the

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<sup>44</sup>Ibid.

<sup>45</sup>Strasburg Code, Appendix B - Subdivision Ordinance, Sec. 415. Street lights would normally be required in large subdivisions. (Poling, communication with staff of the Commission on Local Government, Nov. 7, 1984.)

<sup>46</sup>Poling, communication with staff of the Commission on Local Government, Oct. 22, 1984.

Town's policies regarding street lights to areas annexed under the agreement will beneficially serve such areas and their residents.

Street Maintenance. While the State's Department of Highways and Transportation bears total financial responsibility for the maintenance of the predominant share of public roadway within the Town of Strasburg, the Town has followed a policy in recent years of expending local funds to assist with this activity. During the five-year period ending in June 1984, Strasburg expended approximately \$81,000 in local funds for the maintenance of its public throughfares.<sup>47</sup> This municipal policy of augmenting State expenditures for street and road maintenance constitutes another benefit which the extension of Strasburg's boundaries will bring to the areas annexed.

#### Summary

The Town of Strasburg will benefit from an immediate infusion of significant additional revenue as a result of the annexation of Area A. Moreover, that area and other territory which might subsequently be annexed under the agreement will provide the Town with an extraordinary opportunity for future economic growth. Such future annexations will permit the Town to share appropriately in the growth of its area and will provide it with the resources to extend its services to areas of need. From our perspective, the proposed agreement does allow an equitable sharing of both the area's resources and liabilities.

#### BEST INTEREST OF THE COMMUNITY AT LARGE

The third criterion prescribed by law for Commission consideration in reviewing of an agreement defining a town's annexation rights is whether such an agreement is in the "the best interest of the community

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<sup>47</sup>Supplemental Strasburg Submission, Attach. IV. Of a total of approximately 14 linear miles of public roadway within the Town of Strasburg, 11 linear miles are currently in the State's highway system. (See Ibid., Statement 30.)

at large."<sup>48</sup> As indicated previously, the Commission considers the proposed Town of Strasburg - Shenandoah County agreement as providing for the orderly and regular growth of the Town and County together and facilitating an equitable sharing of the area's public resources and liabilities. These attributes of the proposed agreement are clearly promotive of the best interest of the community at large. There are, however, additional aspects and ramifications of the agreement which are in the best interest of the general community and which merit comment in this report.

#### Relinquishment of Authority to Seek City Status

A fundamental element of the proposed agreement is the provision which calls for the Town of Strasburg to relinquish permanently its authority to seek city status. To be sure, the Town does not have the requisite population (5,000) at this time to be eligible for city status, nor will any annexation under the terms of the proposed agreement result in Strasburg's immediately reaching such a population threshold. However, growth and development in and around Strasburg may well make such a population level for the Town a reality at some point in the future. If the Town of Strasburg were to exercise at a later date its current legal prerogative to seek city status, such an event would totally remove the Town's population and tax resources from County authority, with the consequence that remaining County residents would be confronted with bearing a greater local tax burden for the provision of public services. With the adoption of this agreement, the Town commits itself to remaining permanently a part of Shenandoah County and supporting with its people and resources the needs of the County generally. Unless a variance in political values and service needs create irreconcilable differences, the best interest of the community at large is served by Strasburg remaining a town.

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<sup>48</sup>Sec. 15.1-1058.2, Code of Virginia.

#### Simplification of Annexation Process

The proposed agreement would permit the growth of the Town by a simple process which would avoid long and costly adversarial annexation proceedings. While the State's traditional annexation process has many commendable features, the resolution of cases by that process can be costly in terms of legal fees, consultants' charges, administrative time, and other expenses incidental to litigation. Besides such tangible costs, contested annexation cases have often resulted in strained interlocal relations which can inhibit cooperative effort and collaboration on mutual problems and long-range planning. The proposed agreement will permit the growth of Strasburg in a simple, nonadversarial manner with a minimum of attendant costs. This provision in the proposed agreement can serve the best interest of the community at large.

#### Economic Development of Strasburg Area

The proposed agreement facilitates the growth of the Town of Strasburg which, in turn, will provide that municipality with additional fiscal resources which can be used to extend and improve its public services. The Town's increased capability for the provision of public services can be a positive factor in the attraction of desirable development in the area. Any such development which does occur will redound to the benefit of both the Town and Shenandoah County. This ramification of the proposed agreement is clearly in the best interest of the general community.

#### Reimbursement to County for Lost Revenue

As the Commission has noted in previous reports, the Supreme Court of Virginia has held that towns cannot be required to compensate counties for their loss of revenue resulting from annexation.<sup>49</sup> Thus, if the Town of Strasburg were to pursue successfully annexation through the traditional process, Shenandoah County would not be eli-

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<sup>49</sup>Town of Christiansburg, v. Montgomery County, 216 Va. 654 (1976). The Virginia Supreme Court stated that ". . . in the area of

gible, based on the above-cited Supreme Court ruling, for compensation for lost revenue. While a county confronts no loss of major tax resources (e. g., real estate, public service corporation, personal property, machinery and tools, or merchants capital assessables) from town annexations, such annexations do operate to reduce some lesser local revenue sources (e. g., automobile license taxes) and intergovernmental aid (e. g., the distribution of Alcoholic Beverage Control profits by the State). In recognition of this fact, the proposed agreement calls for the Town of Strasburg to compensate Shenandoah County for the annexation of Area A at the rate of \$10,000 per year for the three-year period following such annexation. Similarly, the proposed agreement calls for the Town to compensate the County for subsequent annexations for the three-year period following each, at a rate not to exceed 50% of the calculated loss.<sup>50</sup> This compensatory arrangement can assist the County in making necessary fiscal adjustments and, in periods of financial need by the County, will be in the general interest of the community.

#### Protection of Agricultural Properties

The proposed agreement contains several provisions designed to protect agricultural properties.<sup>51</sup> First, the proposed agreement states:

The Town shall not annex acreage which is principally and actively devoted to agricultural production as defined by the Code of Virginia Section 15.1-1508 unless such acreage is largely embraced

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financial adjustments, the court upon ordering annexation may require a city to compensate a county for its prospective loss of net tax revenues; but where a town is the entity awarded annexation such compensation may be required only if later the town becomes a city within the prescribed period." This "prescribed period" is set forth by Sec. 15.1-1042 (d), Code of Virginia.

<sup>50</sup>Proposed Agreement Defining Annexation Rights, Sec. 3.

<sup>51</sup>Ibid., Sec. 5.

by property appropriate for annexation and cannot, in the judgment of the Town, be reasonably excluded therefrom.

While this provision would allow the incidental annexation of agricultural properties which might be embraced by developed areas, it is intended to prevent any large and indiscriminate incorporation of such properties into the Town. Further, the proposed agreement would protect any active agricultural properties which might be incidentally annexed by requiring the Town to tax such properties based on their use value assessment. The Commission wishes to state here its recognition of the State's strong concern for the preservation of agricultural properties, as well as our view that such preservation is vital to the well-being of this Commonwealth and our nation. The Commission considers these provisions in the proposed agreement fully consistent with the best interest of the community at large.

#### FINDINGS AND RECOMMENDATIONS

The Commission finds that the proposed agreement appropriately provides concurrently for the orderly and regular growth of the Town of Strasburg and Shenandoah County, facilitates an equitable sharing of the area's public resources and liabilities, and is in the best interest of the community. While the Commission has reviewed the proposed agreement and reports it "favorably," we offer the recommendations set forth below.

#### BOUNDARIES OF AREA B

The Commission received substantial expression of concern from residents of the Sandy Hook area, that territory included in Area B south of the North Fork of the Shenandoah River, urging that the area be excised from the agreement between the Town and Shenandoah County. The Commission was advised that the Sandy Hook area has historically been productive agricultural property and that the current residents of the area are strongly opposed to any basic change in the character of the land. While under the proposed agreement the Sandy Hook area

is not destined for immediate annexation, the area would be subject to annexation by Town ordinance at a future date under conditions prescribed in the agreement.

With respect to this issue, the Commission notes that the existing land use in the area reflects only limited residential development and the predominance of open space.<sup>52</sup> Further, we are advised that the area supports at least nine active farms, with each cultivating in excess of 20 acres. Four of those farms range in size from over 100 acres to nearly 500 acres. Moreover, County officials have indicated that the residential development which has occurred in the Sandy Hook area has been predominantly on lots of four acres or more, with those residences being self-sufficient in terms of water and sewage disposal.<sup>53</sup>

Further, the Commission notes that the planned future development of the Sandy Hook area calls for no commercial or industrial activity and only low-density residential growth. The concentration of development to the north and east of Town appears reasonable and appropriate given the availability of land in that area and the proximity of the Interstate routes.<sup>54</sup> The excision of the Sandy Hook area from the agreement would not, in our judgment, substantially affect the development opportunities of the Town.

Due to the current nature and prospective development of the Sandy Hook area, the absence of any conspicuous urban service needs in the area, and the development opportunities which the proposed agreement will provide Strasburg north and east of its corporate limits, the Commission recommends that the parties amend the agreement by the

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<sup>52</sup>John D. Cutlip, County Administrator, County of Shenandoah, letter to staff of Commission on Local Government, Aug. 23, 1984.

<sup>53</sup>Strasburg Submission, Map 8, p. 57. Appendix C provides a map of the Town and those areas in County affected by the proposed agreement.

<sup>54</sup>Strasburg Submission, Figures 6, 7, pp. 49-51.



deletion of the Sandy Hook area from Area B. The proposed agreement allows for modification of the areas covered. If the future development of the Sandy Hook area substantially alters its present character, an adaptation of the territory covered by the agreement can be accomplished to permit the annexation of the Sandy Hook area or portions thereof.<sup>55</sup>

#### ANNEXATION OF PROPERTIES IN AREA B

Sections 4 and 9 of the proposed agreement establish conditions which would govern the annexation of properties in Area B. The various provisions of those sections create, in our view, ambiguities which should be addressed.

#### Extension of Utilities

Both Sections 4 and 9 make the extension of utilities a prerequisite for the annexation of properties in Area B. The merging of these sections could facilitate the public's understanding of their collective meaning and avoid future misunderstanding. For example, the second clause of the first sentence of Section 9 may be construed as a nullification of the first clause. The Commission would recommend against any such intent. We propose that Sections 4 and 9 be integrated and written as follows:

Additional contiguous land within Area B may be annexed when the Town provides water and sewer services to such land or agrees to provide one or both of such services to a developer/developers, business/businesses, industrial enterprise/industrial enterprises or group/groups of residents within the area. Extensions of water or sewer outside the corporate limits of the Town will require that such recipients be required to acknowledge in writing that such extensions subject the properties served to future annexation at the discretion of the Town. Areas annexed under this provision, and not having water and sewerage service, will be extended such in accordance with Town policies as it becomes reasonably necessary and economically feasible; provided, however, the Town shall

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<sup>55</sup>Proposed Agreement Defining Annexation Rights, Sec. 19.

extend water and sewer service to any properties in need of such within five years of their annexation.

The annexation of property in Area B may be effected by Town ordinance; provided, however, no such annexation ordinance shall be adopted by the Town unless prior formal notice has been given to the Board of Supervisors of the County announcing the intention of the Town to adopt such an ordinance, nor until a public hearing, advertised once a week for two successive weeks in a newspaper of general circulation in the Town and that portion of the County affected by this agreement, has been held on such proposed annexation.

Any annexation ordinance adopted by the Town under the terms of this agreement shall include:

- (a) a metes and bounds description of the area to be annexed;
- (b) information which can be recorded on a map attached to the ordinance, indicating the location of subdivisions, major industrial and commercial sites and vacant areas, as well as other information relevant to the possible future uses of property within the area proposed for annexation; and
- (c) a statement of the terms and conditions upon which the annexation will be effected, including provisions for the extension of utilities and for meeting the annexed area's other service needs.

#### Review by County Board

Section 4 of the agreement states that any single annexation of more than 100 acres "shall be submitted by the Town for endorsement by a simple majority vote of the Board of Supervisors." Whereas this provision appears to imply that such annexations require the approval of the Board of Supervisors, it does not expressly and unequivocally state such. If it is the intent of both parties to require Board approval of such annexations, the section should be modified to make such requirement clear. In our judgment, however, the adoption of the amendment recommended in the previous section should remove the necessity for Board review of these annexations. If the amendment proposed by the Commission in the previous section is adopted, we recommend the deletion of the requirement for Board review of these annexations.

### DEVELOPMENT CONTROLS

Section 7 of the proposed agreement concerns the development and application of land use controls in Area B. The first sentence of this section states that "all land use ordinances and regulations affecting the study area shall be Town ordinances and regulations." If this section is intended to give Town ordinances and regulations legal effect in areas beyond Strasburg's corporate limits, the Commission is unaware of any current statutory authority for such an arrangement.<sup>56</sup> If the intent of this sentence, and Section 7 generally, is to promote cooperation and collaboration only in regulating the development of territory in Area B prior to Town annexation, we recommend that Section 7 be amended to make such intent clear. Further, we recommend that Section 7 specify a process and mechanism for such cooperative efforts as is set forth in Section 8.

### COMPENSATION BY TOWN

Section 3 of the proposed agreement commits the Town to compensating the County for a portion of its revenue lost as a result of annexations effected under the agreement. The third paragraph of this section qualifies this commitment by language providing that:

In the event any of the above stated revenue programs are discontinued or changed in such a way that the County would not have received revenue in any year during which reimbursement by the Town is provided for under the above formula, the County shall not be reimbursed by the Town during that year.

While the Commission assumes that the intent of this section is understood by the parties, the literal application of the above language calls for the waiver of all compensation due the County in the event any one revenue source is discontinued. For purposes of avoiding any such possible interpretation, the Commission recommends that the above-cited sentence be amended by adding at its conclusion the phrase "for any such program so discontinued or changed."

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<sup>56</sup>The Commission is aware that Sec. 15.1-1167.1, Code of Virginia authorizes local governments to enter into agreements

### SERVICE PROVISIONS

The Commission recommends that the proposed agreement be amended to include a provision which states that upon the effective date of any annexation which is accomplished under the terms of the agreement the Town shall extend its public safety and other general governmental services to the areas annexed at the same level as then exists within the Town. Such a provision is generally included in court orders decreeing annexation and would be, in our view, appropriate for inclusion in town-county annexation agreements.

In addition to the above-mentioned general provision proposed for inclusion in the agreement itself, the Commission recommends the Town's consideration of the following specific public service concerns.

#### Road Improvements

In 1960 the Town of Strasburg obtained title to a right of way, now identified as Miller Drive, by agreement with property owners. The agreement committed the Town to construct upon the right of way "a hard surface road." At the present time the road remains covered merely by stone and gravel. A stone and gravel covering does not, in our judgment, constitute a "hard surface." Since Miller Drive is located in Area A and subject to immediate annexation, the Commission strongly recommends that the Town undertake, as one of its first road improvement projects following the annexation of that area, the paving of Miller Drive with a hard surface.

#### Recreational Facilities

The Town of Strasburg's comprehensive plan acknowledges the need for public recreational facilities in the area. This Commission encourages the Town to begin to address this need immediately and observes that, due to the present availability of extensive open space

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regarding the joint exercise or delegation of powers. However, it is unclear to us that this statute authorizes the Town's extraterritorial exercise of "all land use ordinances and regulations" in Area B as the agreement appears to propose.

in the area, Strasburg now has an extraordinary opportunity to select and preserve attractive recreational sites for its residents. From our perspective, recreational facilities are not secondary public needs, they have become major public concerns in urban areas.

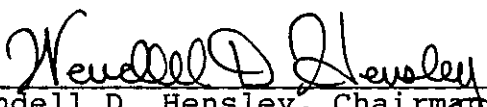
#### UTILIZATION OF TRADITIONAL ANNEXATION PROCESS

The proposed agreement does not address the issue of the Town's future utilization of the traditional annexation process authorized by Article 1, Chapter 25, Title 15.1 of the Code of Virginia. The Commission recommends that the proposed agreement be amended to state clearly a joint understanding regarding the Town's future use of traditional annexation process.


#### CONCLUDING COMMENT

As this Commission has noted previously, agreements defining a town's annexation rights are significant documents containing major grants and concessions of legal authority by the two jurisdictions which are parties to them. Accordingly, the proposed Town of Strasburg - Shenandoah County agreement has merited and has received careful review by this body. While this Commission strongly recommends the adoption of the amendments herein proposed, we find the agreement consistent with statutory standards and we hereby report it "favorably."

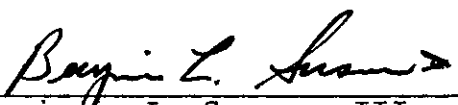
Respectfully submitted,

  
Wendell D. Hensley, Chairman

  
Harold S. Atkinson, Vice-Chairman

  
Edward A. Beck

  
William S. Hubbard

  
Benjamin L. Susman, III

APPENDIX A

PROPOSED

AGREEMENT DEFINING ANNEXATION RIGHTS

WHEREAS, the Town of Strasburg, Virginia, (herein called "the Town"), and the County of Shenandoah, Virginia, (herein called "the County"), desire to enter into an agreement defining the Town's annexation rights in the future; and,

WHEREAS, the Town Planning Commission has completed a study to determine the feasibility of annexing certain lands located in the County adjacent to the corporate limits of the Town; and,

WHEREAS, the said study entitled Annexation Plan for the Town of Strasburg herein called "the plan" (see Attachment "A"), has defined a study area identified as Areas "A" and "B" in which future annexation by the Town may take place; and,

WHEREAS, the Town offers to permanently renounce its right to become a city; and,

WHEREAS, the Town and the County desire to enter into an agreement to provide for the regular and orderly growth of the Town in conjunction with the County; and the Town and County desire to provide for an equitable sharing of resources and liabilities;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and in further consideration of the mutual promises and covenants herein contained, the Town and County do mutually agree as follows:

1. The Town by the execution of this agreement as provided by §15.1-1058.1 of the Code of Virginia, 1950, as amended, does

hereby permanently renounce its right to become a city effective upon the final review of the agreement by the Commission on Local Government in a form acceptable to the Town.

2. It is the intent of the Town to annex the area designated as Area "A" for annexation in the plan in Figure 1 as of December 31, 1984, or as soon thereafter as practicable. Such annexation shall be accomplished by enacting a Town Annexation Ordinance after the execution of this agreement by the parties subsequent to review by the Commission on Local Government as provided for in §15.1-1058.3 of the Code of Virginia, 1950, as amended.

3. Losses of revenue to the County resulting from annexations under this agreement are anticipated in the following categories:

Automobile license sales

Sales tax revenues

Share of profits from the Alcoholic Beverage  
Control Board

Utility tax

Federal Revenue Sharing

Reimbursement to the County for revenue losses based on the annexation area in Figure 1 of the attached plan shall be made at a rate of \$10,000 per year for three years. Such payments shall be made as of January 1 of the second year following an annexation and continue for the next two years on the same date.



Revenue losses resulting from subsequent annexations under this agreement shall be calculated based on revenue figures for the fiscal year prior to the effective date of annexation and agreed upon by the Town and County. Such losses shall be reimbursed by the Town for a period of three years at a yearly rate of not more than 50 percent of the total revenue lost.

In the event any of the above stated revenue programs are discontinued or changed in such a way that the County would not have received revenues in any year during which reimbursement by the Town is provided for under the above formula, the County shall not be reimbursed by the Town during that year.

4. Additional contiguous land from within Area "B" may be annexed when the Town provides water and sewer services to the area or agrees to provide such services to a developer/developers, business/businesses, industrial enterprise/industrial enterprises or group/groups of residents within the area.

No such annexation ordinance shall be enacted by the Town without first holding a public hearing after advertising such hearing for two consecutive weeks in a newspaper of general circulation in said Town. Formal notice shall be provided to the Board of Supervisors. Any single annexation which proposes to add more than 100 acres to the land area of the Town shall be submitted by the Town for endorsement by a simple majority vote of the Board of Supervisors. The annexation ordinance shall include:

(a) a metes and bounds description of the area sought for annexation;

(b) information, which can be recorded on a map attached to the ordinance, indicating the location of subdivisions, major industrial and commercial sites and vacant areas, as well as other information relevant to the possible future uses of property within the area proposed for annexation; and,

(c) a statement of the terms and conditions upon which the annexation will be effected, including provisions for the extension of utilities and for meeting the annexed area's other service needs.

5. The Town shall not annex acreage which is principally and actively devoted to agricultural production as defined by the Code of Virginia §15.1-1508 unless such acreage is largely embraced by property appropriate for annexation and cannot, in the judgment of the Town, be reasonably excluded therefrom. Agricultural lands for which land use tax assessments have been granted by the County shall be taxed by the Town on the same land use assessment basis.

6. All annexations shall be made effective as of midnight on December 31 of the year specified and certified copies of each adopted annexation ordinance shall be filed with the Circuit Court of Shenandoah County, the Secretary of the Commonwealth, and other State and Federal agencies which require knowledge of local government boundary changes.

7. The Town and County agree that all land use ordinances and regulations affecting the study area shall be Town ordinances and regulations. Such ordinances or regulations shall be adopted so as to be consistent with existing County land use ordinances currently governing the study area, or as amended. The Town agrees that future amendment of its ordinances or regulations shall also be consistent with County land use in the manner stated above. The County agrees that the administration of land use in the study area shall be the responsibility of the County acting through its Zoning Administrator or such other appropriate official as may be appointed by the County.

8. In the event of rezoning requests, special use requests, non-conforming uses or any other use situations not permitted by right in the aforesaid ordinances or regulations, the County Zoning Administrator shall refer any such matter for a joint review by the County Planning Commission and Town Planning Commission. The respective commissions may meet jointly and shall make their recommendations jointly or severally, as each respective commission may so desire, to the County Board of Supervisors, as provided by law.

9. The Town shall annex only such area as can be serviced by water and sewer within a period of 5 years from the date of annexation; however, in accordance with Town policies, water and sewer services shall be extended into annexed areas only as it becomes reasonably necessary and economically feasible. Extensions

of water and sewer outside the corporate limits will require that such recipients be required to acknowledge in writing that such extensions subject such areas to future annexation at the discretion of the Town.

10. The Town shall pay all of the costs of the annexation plan and the costs of the proceedings as well as its own attorney's fees for the proceeding.

11. The County shall pay the costs of its attorney's fees for the proceeding.

12. The Town has authorized the execution of the agreement as indicated by the attached attested copy of the minutes of the meeting of \_\_\_\_\_, 1982. See Attachment "C".  
(To be attached.)

13. The County has authorized the execution of the agreement as indicated by the attached attested copy of the minutes of its meeting of \_\_\_\_\_, 198\_\_ . See Attachment "D". (To be attached.)

14. Proper notification has been given the public by the Commission on Local Government as required by §15.1-1052.2. See Attachment "E". (To be attached.)

15. The Commission on Local Government has reviewed this agreement with modifications, if any, as indicated by Attachment "F". (To be attached.)

16. All modifications, if any, suggested by the Commission on Local Government have been acknowledged by the Town and County

and the agreement has been adopted by each body as required by §15.1-1058.3 as shown by the attached attested copies of the minutes of the respective bodies and Attachments "G" and "H".  
(To be attached.)

17. This agreement shall become void in the event no annexation ordinance is adopted by the Town within five (5) years of the date of the final approval of the annexation agreement by the Commission on Local Government.

18. Nothing in this agreement shall deprive the citizens in Shenandoah County of exercising their right to petition the Court for voluntary annexation to the Town of Strasburg under §15.1-1034 of the Code of Virginia of 1950, as amended.

19. The Town and County reserve the right to modify this agreement by joint consent whenever the density of the population and the needs of the Town and the County citizens require such amendment.

Review and modification of the study area limits delineated in Figure 6 shall be considered in the event that major development is proposed outside the area, but is contingent on the provision of Town services. A request for review may be initiated by the Town or the County. If no such review is requested during the first thirty (30) years the agreement is in effect, one shall be scheduled during the thirtieth year jointly by the County and Town.

APPENDIX B

Statistical Profile of the Town of Strasburg, County of Shenandoah,  
and the Areas Covered under the Agreement Defining Annexation Rights

	Town of Strasburg	County of Shenandoah	Annexation Area A <sup>1</sup>	Annexation Area B <sup>1</sup>
Population (1980)	2,311	27,559	515	477
Land Area (Square Miles)	0.7	507.0	0.9	9.9
Total Assessed Values (1982) <sup>2</sup>	\$34,302,225	\$677,175,000	\$17,037,200	N/A
Real Estate Values (1982) <sup>3</sup>	\$30,532,700	\$589,465,000	\$11,558,200	N/A
Personal Property Values (1982)	\$2,826,225	\$67,867,700	\$629,300	N/A
Machinery and Tools Values (1982)	\$911,800	\$17,038,300	\$4,849,700	N/A
Land Use (Acres)				
Residential	218	N/A	145	37
Commercial	25	N/A	3	21
Industrial	11	N/A	25	62
Public and Semi-Public	17.5	N/A	21	64
Transportation, Communication, and Utilities	63.5	N/A	N/A	138
Vacant, Wooded or Agricultural	113	N/A	384	6,033

N/A -- Not Available

1 -- As estimated by the Town of Strasburg

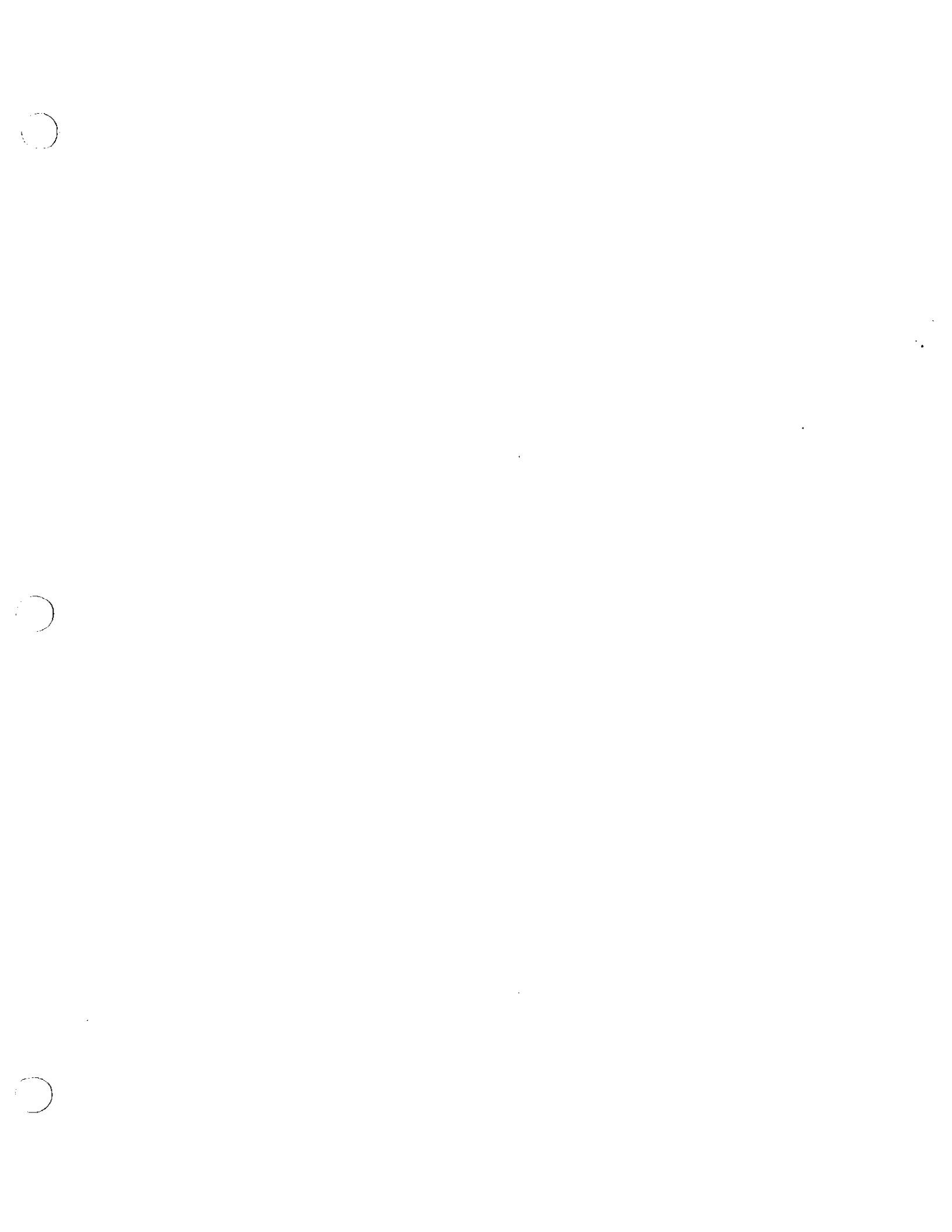
2 -- Does not include assessed values for public service corporation  
property, merchants capital or mobile homes

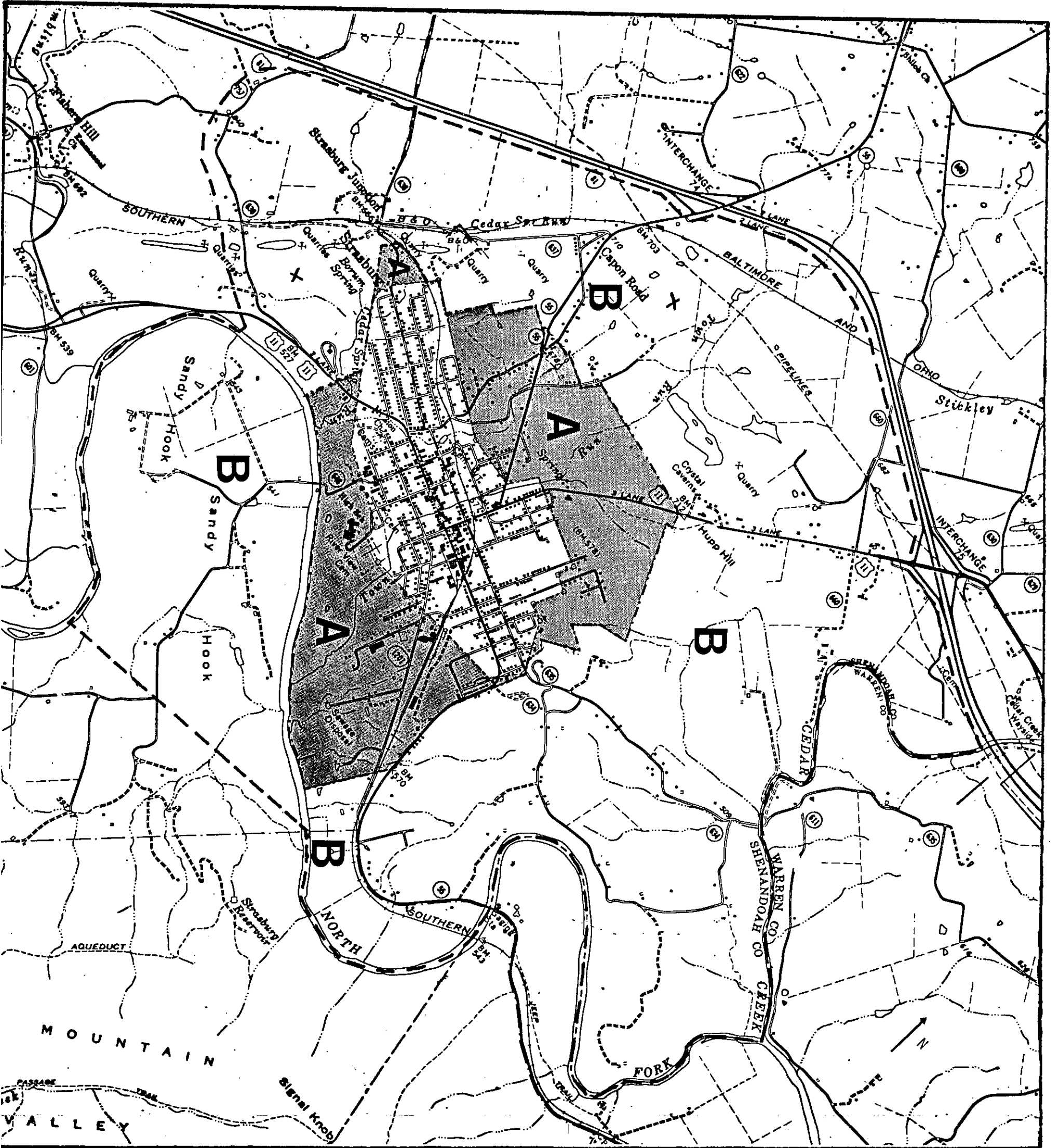
3 -- Reflects use value assessment

SOURCES:

Town of Strasburg, Required Submission by the Town of Strasburg for an Annexation Agreement with Shenandoah County, Virginia, June 13, 1984, Exh. 4; and Comprehensive Plan, Strasburg, Va., July 1979, Table 9.

Thomas J. Christoffel, Executive Director, Lord Fairfax Planning Commission,  
Letter to staff of Commission on Local Government, October 23, 1984.





APPENDIX C

ANNEXATION AREAS

A and B

LEGEND

- Strasburg Corporate Limits
- Annexation Area A Boundary
- Annexation Area B Boundary

