Regular
Council Meeting
August 16, 2004

The regular meeting of the Elkton Town Council was held on August 16, 2004 in Council Chambers with Mayor Wayne E. Printz presiding. The following Council members were present:

PRESENT
J. Dean
T. Pence
L. Sigafoose
S. Sigafoose
P. Workman

Town Attorney Nathan Miller, Clairen Sipe, Treasurer, Faye Vickers, Senior Clerk, and Richard Pullen, Chief of Police, were also present.

A moment of silence was observed

The Pledge of Allegiance was recited.

Mayor Printz recognized newly appointed Treasurer Clairen Sipe and welcomed her to the staff.

CITIZEN COMMENTS

Lee Dearing, 124 North Street, objected to some Council members' attitudes toward citizens' comments, which he interpreted as being unimportant to some Council members. He next addressed his concerns regarding the questionable professional background of a prospective police officer who may be hired tonight. His research resulted in an over expenditure of $23,000.00 of Street Maintenance money. He stated Town labor, equipment, and supplies were used for a sewer problem on private property on Mapleleaf in Elkwood. He stated the Town's liability insurance does not cover damages for work performed on private property.

Mayor Printz responded that Council authorized him to do everything he did in the area of Street Maintenance. As the acting Public Works Director, Mayor Printz stated repairs had to be made and he made them with Council support. As for the sewer work on Mapleleaf, Mayor Printz said the Health Department was consulted and he was told that the Town was "obligated by law" to provide a proper fall to the Town's sewer lines. Some other gentleman - Mayor Printz could not recall his name - performed the digging on the private property, not any member of the Town's crew.

Hazel Crider, Elkwood, continues to be dissatisfied with the current trash pick-up day. She thanked everyone who participated to help Neighborhood Watch enjoy a successful Night Out.

Mildred Shifflett, 112 West Spotswood Avenue, encouraged Council to consider a Fourth of July celebration.

Benny King, 500 "F" Street

Mr. King asked Council to state for the record that the Town of Elkton was responsible for the "streets, right-of-ways, and the Common Area in Quail Run like the Property Owners Association was." The following conversation is recorded verbatim:

Attorney Miller: Do you know whether the open space has been conveyed by deed to the Property Owners Association?

Mr. King: No, it has not. The reason it has not, on the advice of the engineering group (the Clerk

could not decipher the name of the group) they recommended that we not do that until we were completely built out of Quail Run.

Attorney Miller: Who owns that?

Mr. King: It's still in the Company's name.

Attorney Miller: Do you know who owns the street lights, physically owns title?

Mr. King: Virginia Power

Attorney Miller: So they placed them in there?

Mr. King: Yes, sir. They placed them in there. I'm sure that's who you are still sending your money to. That's where the money was sent - to Virginia Power.

Attorney Miller: Okay and has the Property Owners Association not met? Is that what you're saying?

Mr. King: Yeah, they are not meeting. They actually circulated a petition and they met twice to disband for some reason. We, Wayne was kind enough to come down to a meeting I think we had in February or somewhere along in there - March - and everyone, you know, letters were sent out, we did not send them certified of course, but everyone was notified. People went door-to-door, I think they finally ended up going door-to-door with a petition saying how do you stand on this issue? Everyone, I think there was one person that didn't want it out of eighty some people over there.

Attorney Miller: The Mayor has forwarded me a copy of the Property Owners Association Covenants, so I will try to give you an answer on what the Council can and cannot do. If I have a couple other questions I will need to call you directly.

Mr. King: Sure, just call me at my office. I will leave my card with you. What are you telling me, that you are not going to advise them to make a decision on this?

Attorney Miller: Not tonight, no, because I want to know about the conveyance of the ownership, whether they are willing to take title to it.

Mr. King: If that's necessary. If you want to do that all you need to do is tell me and I will have the surveyors block it off. I'm think the reason they didn't want to do that is if there was, like if the County or state came back and said we need to modify the storm water management over here, or something like that. If it was still in my name it would make it a much simpler process then trying to go through and get easements from the Town. You know what that involves. With me, it's just a matter of...what's that?

Attorney Miller: The Town can get its own easements.

Mr. King: Well, actually, the Town has it own easements in there. When we set up Quail run, the state and the Town, and Virginia Power, and all utility companies have Quit Claim Deeds on all the right-of-ways. So, in essence, I guess they have them already, but it's just a matter of the streets. I think it's formality but I would like so that everyone knows exactly where we stand. It's not an issue where you can say maybe. It's yes or no and that's what I'd like to hear.

With Attorney Miller desiring additional information before offering his opinion, Mayor Printz sent Mr. King's request back to committee.

MINUTES

Council member Dean moved, second by Council member S. Sigafoose, and carried to postpone approval of the Minutes due to Mr. Carey's absence.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, and P. Workman

Motion carried (5 - 0 voice vote)

DEPARTMENT HEAD REPORTS

Chief of Police

Chief Pullen presented his report.

Director of Public Works/Zoning Administrator

Mayor Printz presented the report. He announced three candidates had been interviewed for the Town Manager's position and, hopefully soon, a Town Manager will be hired.

Treasurer's Report

Mrs. Sipe presented an ending ledger balance of $239,509.69 for General Government for the month of July 2004, with an available cash balance of $147,437.06. The Bond Account had a zero balance for the same period.

The Bond payment, both principle and interest, was paid on July 15, 2004 as required. Payment was made from General Government, as budgeted.

Council member Dean moved, second by Council member Workman, and carried to approve the Treasurer's report as presented.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, and P. Workman

Motion carried (5 - 0 voice vote)

COMMITTEE REPORTS

Electric

New lighting will be installed at the front of the Municipal Building.

Finance

No report

Personnel

Council member Workman deferred to New Business. A safety program will be developed.

Public Health, Public Safety, and Ordinances

Downtown clean-up continues to be a goal. Ordinances revisions are being researched by Mr. Miller.

Street and Sidewalks

Council member S. Sigafoose reported that sidewalk repairs are needed at Country Inn

Restaurant and Dr. Downey's.

Water and Sewer

Council member Dean stated that a new 60 HP submersible pump will be installed in the well at Stonewall Park. It will pump 500 gallons per minute, an increase of 200 gallons per minute. Council member Dean encouraged water conservation during the installation.

Since the Fluid Master installation at Bear Lithia Spring, there are 44 customers listed, an increase of 24, with a total of 314 transactions recorded from August 4 through August 9, resulting in 292,000 gallons of water being pumped out. During the five day period, a total of $584.35 was received. Council member Dean stated if projections hold true, the system will pay for itself in less than one year. The Town could realize a revenue of $30,000.00 a year.

Recreation

Council needs to approve the plans for the Community Center in order for JMU to install wiring for the audio-visual system.

Planning Commission

The Planning Commission continues the rezoning review of annexed areas. All new areas were annexed with an R-1 designation. Usage and Council approval will determine the future designation of the areas.

Council member Workman had a question regarding the east side of Prospect Avenue. Is it a Town street or a private lane? The answer is necessary to determine paving. Mr. Miller will research.

Economic and Community Development Committee

The Elkton web page is still under development. Council member Workman stated it will be very user friendly.

Charter Revisions Committee

Attorney Miller stated any changes should be submitted to our Delegate by November 2004.

Cemetery

A Joint Meeting of Council and the Commission will be set.

Quail Run

Council member Pence ascertained that Mr. King's company performed the drainage grading in Quail Run. Council member Workman suggested planting grass, if not to eliminate the erosion in the drainage ditches, to greatly decrease the amount of erosion.

Approve VMEA Resolution - Second Reading

Attorney Miller informed Council that according to Code, a municipality which enters into a contract with another municipality must have the contract approved by ordinance. Past contracts with VMEA have been approved properly, but the Town is without an ordinance which authorizes the adoption of the contracts.

Mr. Miller introduced an ordinance for wholesale power contracts. Mr. Miller advised

Council to first have a First Reading of Chapter 81, Electrical Systems, Section 81-22. Council could then have a Second Reading for the approval of the resolution and contract for the Sixth Amendment to the Power Sales Contract Between the Town of Elkton Virginia and Virginia Municipal Electric Association #1.

ELKTON TOWN CODE AMENDMENTS

First Reading of Amendments to
Chapter 81, Electrical Systems, of the
Code of the Town of Elkton.

August 16, 2004

1. **A new section of Chapter 81, Electrical Systems, designated as Section 81-22, Wholesale Power Contracts, is hereby created.**

2. **Section 81-22 herein created is amended by the adoption of the following ordinance which is designated as Subsection A of Section 81-22.**

ORDINANCE AUTHORIZING EXECUTION OF SIXTH AMENDMENT; RATIFYING THE AGREEMENT FOR THE JOINT EXERCISE OF POWERS AMONG THE TOWN OF BLACKSTONE, THE TOWN OC CULPEPER, THE TOWN OF ELKTON, THE CITY OF FRANKLIN, THE CITY OF MANASSAS, THE TOWN OF WAKEFIELD, VIRGINIA AND THE HARRISONBURG ELECTRIC COMMISSION; AND RATIFYING THE FIRST THROUGH FIFTH AMENDMENTS TO THE POWER SALES CONTRACT BETWEEN THE TOWN OF ELKTON AND VIRGINIA MUNICIPAL ELECTRIC ASSOCIATION #1.

WHEREAS, the Town of Elkton is a member of Virginia Municipal Electric Association #1 ("VMEA"), through which it and other VMEA members have jointly exercised their municipal powers pursuant to Virginia Code Section 15.1-21 (which has subsequently been recodified, with minor changes not material to VMEA and its members as Section 15.2-1300) to reliably and economically meet the needs of the members' municipal electric systems; and

WHEREAS, VMEA and the participating VMEA members have determined that, because of the benefits of extending the term of the Power Sales Contracts between VMEA and each VMEA member, the term of those Power Sales Contracts should be extended from December 31, 2007 through December 31, 2010; and

WHEREAS, on June 10, 2004 the Board of Directors of VMEA noted to approve a Sixth Amendment to the Power Sales Contracts between VMEA and the various members for execution by VMEA and for submission to the governing bodies of the VMEA members for approval and execution; and

WHEREAS, the 1997 enactment of Virginia Code Section 15.20-1300 provided that localities shall approve joint exercise of powers by ordinance and other political subdivisions shall approve such agreements by resolution; and

WHEREAS, the Agreement for the Joint Exercise of Powers among the Town of Blackstone, the Town of Culpeper, the Town of Elkton, the City of Franklin, the City of Manassas, the Town of Wakefield, Virginia and the Harrisonburg Electric Commission, the Power Sales Contract and the First through Fifth Amendments thereto were adopted by resolution of each of the VMEA members; and

WHEREAS, the Town of Elkton, Virginia has determined that it is desirable to ratify those agreements by ordinance;

NOW THEREFORE, THE TOWN COUNCIL OF ELKTON, VIRGINIA does hereby by ordinance authorize execution by the Mayor of the Town of Elkton, Virginia of the Sixth Amendment to the Power Sales Contracts between Virginia Municipal Electric Association #1 and the Town of Elkton, Virginia; and

THE TOWN COUNCIL OF ELKTON, VIRGINIA does hereby by ordinance ratify the Agreement for the Joint Exercise of Powers among the Town of Blackstone, the Town of Culpeper, the Town of Elkton, the City of Franklin, the City of Manassas, the Town of Wakefield, Virginia and the Harrisonburg Electric Commission, the Power Sales Contracts and the First through Fifth Amendments thereto that were previously adopted by resolution.

Council member Dean moved on a Second Reading, second by Council member Pence, and carried to approve the Resolution Authorizing Execution of Sixth Amendment to the Power Sales Contract Between the Town of Elkton, Virginia and the Virginia Municipal Electric Association #1.

A RESOLUTION AUTHORIZING EXECUTION OF SIXTH AMENDMENT TO THE POWER SALES CONTRACT BETWEEN THE TOWN OF ELKTON, VIRGINIA AND VIRGINIA MUNICIPAL ELECTRIC ASSOCIATION #1

WHEREAS, the Town of Elkton, Virginia is a member of Virginia Municipal Electric Association #1 ("VMEA"), through which it and other VMEA members jointly exercise their municipal powers pursuant to Virginia Code Section 15.1-21 to reliably and economically meet the needs of the members' municipal electric systems; and

WHEREAS, VMEA and the participating VMEA members have determined that, because of the benefits of extending the term of the Power Sales Contracts between VMEA and each VMEA member, the term of those Power Sales contract should be extended from December 31, 2007 through December 31, 2010; and

WHEREAS, on June 10, 2004, the Board of Directors of VMEA voted to approve a Sixth Amendment to the Power Sales Contracts between VMEA and the various members for execution by VMEA and for submission to the governing bodies of the VMEA members for approval and execution;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ELKTON, VIRGINIA to authorize execution by the Mayor of the Town of Elkton of the Fifth Amendment to the Power Sales Contracts between Virginia Municipal Electric #1 and the Town of Elkton, Virginia.

SIXTH AMENDMENT TO

THE VIRGINIA MUNICIPAL ELECTRIC ASSOCIATION #1

POWER SALES CONTRACT

The Sixth Amendment to the Power Sales Contract ("Contract") between Virginia Municipal Electric Association ("VMEA") and the Town of Elkton, Virginia ("Participant") (collectively referred to herein as the "Parties") is made and entered into this_____day of _____, 2004.

WITNESSETH

WHEREAS, VMEA is a non-stock not-for-profit corporation created by its members pursuant to Virginia Code Sections 13.1-801 et seq. and 15.1-21 to act on behalf of its members with regard to their bulk electric power supply matters and other related matters, and

WHEREAS, the Participant and the other members of VMEA own and operate electric utility systems and are authorized under the laws of the Commonwealth of Virginia to contract to buy from VMEA the electric power and energy required for their present and future requirements; and

WHEREAS, in order to secure an adequate, dependable and economical supply of bulk electric power and energy for the electric utility systems of Participant and other members of VMEA, Participant and the other members of VMEA each entered into identical Power Sales Contracts with VMEA; and

WHEREAS, THE Power Sales Contracts between VMEA and Participant and between VMEA and the other members of VMEA provided that the initial term of each Contract coincides with the initial 15 year term of the "Agreement for the Purchase of Electricity for Resale Between Virginia Electric and from Company and Virginia Municipal Electric Association No. 1" ("VEPCO Contract"); and

WHEREAS, VEPCO and VMEA undertook negotiations to extend the benefits to both parties of the VEPCO Contract beyond the March 17, 2004 end of the initial term; and

WHEREAS, on May 9, 2002, Virginia Electric and Power Company (VEPCO") and VMEA entered into a Memorandum Agreement, subject to all VMEA Members agreeing to extend their Power Sales Contracts, pursuant to which VEPCO and VMEA would agree to forebear giving notice to terminate the VEPCO Contract prior to December 31, 2007; and

WHEREAS, VMEA and the Participants determined that, because of the benefits of extending the date pursuant to which the VEPCO Contract could be terminated, the Power Sales Contracts between VMEA and VMEA Participant were amended to provide for an extension of the date by which the Power Sales Contracts can be terminated through December 31, 2007; and

WHEREAS, VEPCO and VMEA undertook negotiations in 2004 to further extend the benefits to both parties of the VEPCO Contract beyond December 31, 2004; and

WHEREAS, VEPCO and VMEA reached an agreement in June, 2004 and entered into a Letter Agreement dated June 15, 2004, subject to all VMEA Members agreeing to extend their Power Sales Contracts, pursuant to which VEPCO and VMEA agree to forebear giving notice to terminate the VEPCO Contract prior to December 31, 20010; and

WHEREAS, VMEA and the Participants have determined that, because of the benefits of extending the date pursuant to which the VEPCO Contract be terminated, the Power Sales Contracts between VMEA and VMEA Participant should be amended to provide for a similar extension of the date by which the Power Sales Contract can be terminated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the Parties as follows:

3. The first sentence of Section 2.2 of the Power Sales Agreement is amended to state: "The initial term of this Contract shall begin on the effective date of the VEPCO contract and shall end on December 31, 2010."

4. Unless otherwise agreed to in writing by the Parties, all obligations of the Parties under this Sixth Amendment are subject to the following condition precedent:

execution of this Sixth Amendment to the Virginia Municipal Electric Association #1 Power Sales Contract by all seven VMEA Participants on or before September 1, 2004.

IN WITNESS WHEREOF, the Town of Elkton, Virginia has caused this Contract to be signed by Wayne E. Printz, its Mayor, pursuant to resolution of the Council adopted_____ day of _____, 2004; and

IN FURTHER WITNESS WHEREOF, the Virginia Municipal Electric Association #1 has caused this Contract to be signed by Allen P. Todd, P.E., its President, pursuant to resolution of its Board of Directors adopted the 10th day of June, 2004.

VIRGINIA MUNICIPAL ELECTRIC
ASSOCIATION #1

PRESIDENT

Witness

TOWN OF ELKTON, VIRGINIA

_____
Wayne E. Printz, Mayor

Attest

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, and P. Workman

Motion carried (5 - 0 roll call)

Motion to Accept Offer From Mr. and Mrs. Shuck for Use of Parking Area on Spotswood Avenue

PARKING LOT LEASE

THIS LEASE AGREEMENT, made this _____day of _____,20_____by and between Herbert Shuck and Joanne Shuck, husband and wife, Grantors, herein referred to as "Landlord," whose address is 2772 Washington Street, Adamstown, Maryland 21710, and the Town of Elkton, Virginia, a municipal corporation, Grantee, herein referred to as "Tenant," whose address is 173 West Spotswood Avenue, Elkton, Virginia 22827.

WITNESSETH:

WHEREAS, Herbert Shuck and Joanne Shuck are the sole owners of the following described real estate, to-wit:

1.88 acres, more or less, located on Spotswood Avenue in the Town of Elkton, Virginia and more particularly described as tax map no. 131-B1

WHEREAS, The Town of Elkton desires to lease the above-described premises to use as a

parking lot;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereby agree as follows:

DESCRIPTION OF THE PREMISES

Landlord agrees to lease and Tenant agrees to rent that certain space containing 1.88 acres, more or less, located on Spotswood Avenue in the Town of Elkton and more particularly described as tax map no. 131-B1, which space is hereinafter referred to as the "premises."

TERM OF LEASE

Tenant agrees to lease the above described premises for a period of two (2) years commencing on the _____day of_____20_____. At the end of such two-year period the lease shall be renewed on a month-to-month basis upon the same terms and conditions, unless thirty (30) days prior to the end of such initial two-year period, either of the parties delivers to the other party by certified mail, a written notice of their intention not to renew this lease.

IMPROVEMENTS

The Tenant may, at any time during this Lease, with the prior written consent of the Landlord, make alterations and additions to the premises at his own expense.

RENT

Tenant agrees to pay to Landlord at the address shown above, the sum of One Dollar ($1.00) per year for the lease of the premises, to be due and payable on the _____day of the month of_____.

REAL ESTATE TAXES

During the term of this lease, Landlord shall pay all real estate taxes and real estate assessments imposed on the demised premises by the state, county, or other lawful governmental authority.

USE OF PREMISES; CONDITIONS

The parties expressly agree that this Lease is executed in order that Tenant may exclusively use the premises for parking, and that the demised premises shall not be put to any other use without the prior written consent of Landlord.

The Tenant's use of the demised premises is subject to the following conditions:

1. Only vehicles weighing one ton or less may be parked on the premises
2. Vehicles may park only on the graveled portion of the premises
3. Tenant may permit groups to use the premises for the purposes of public assembly, so long as such groups adhere to the conditions of this Lease

ASSIGNMENT AND SUBLEASE; MODIFICATION

This Lease may not be assigned or transferred, and the premises may not be sublet, either in whole or in part, by Tenant without Landlord's prior written consent.

This lease contains the entire agreement between the parties and may be modified by a written agreement only, which agreement must be signed by both parties.

REPAIRS

Tenant hereby agrees that during the term of this Lease, it shall, in the matter of keeping the demised premises in good repair, do only the following: Tenant shall maintain the premises in a safe and neat condition.

INSURANCE

Tenant shall maintain the demised premises in a hazard-free condition. Tenant shall be responsible for insuring its property and it shall be responsible for obtaining the liability insurance for the demised premises and naming Landlord as an additional insured. Tenant agrees to indemnify and hold Landlord harmless from any liability associated with Tenant's use of the property.

DAMAGE OR DESTRUCTION BY FIRE OR NATURAL CAUSES

If, during the term of this lease, the demised premises are destroyed by fire, natural causes, or other casualty, or so damaged thereby that they cannot be repaired with reasonable diligence within sixty (60) days, this lease shall terminate as of the date of such damage or destruction. However, if said premises can with reasonable diligence be repaired within 60 days, said premises shall be, by Landlord, repaired as quickly as is reasonably possible, and this lease shall remain in full force and effect.

SIGNS

Tenant may display signs on the demised premises with the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

The parties, having read and understood the provisions of this lease, agree for themselves, their heirs, administrators, personal representatives, executors, successors and assigns to be bound thereby.

In Witness Whereof, the parties have executed this lease on the_____day of_____, 20_____.

LANDLORD:

_____(SEAL)
Herbert Shuck

_____(SEAL)
Joanne Shuck

TENANT:

Town of Elkton, Virginia

By:_____(SEAL)

Its:_____

Mayor Printz stated the cost of the offer was $1.00 per year for two years.

Council member Dean moved, second by Council member Workman, and carried to accept Mr. and Mrs. Shuck's offer.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, and P. Workman

Motion carried (5 - 0 voice vote)

Council member Workman stated the Shucks were notified that the Warren Street project would border their property.

NEW BUSINESS

Hire Two Police Officers

Will be discussed in closed session.

Golf Cart

Council member Workman moved, second by Council member L. Sigafoose, and carried to approve the purchase of one gas powered golf cart.

Mayor Printz stated the cost of a rebuilt cart would be $4,195.00. Council member Workman added proper training of use and operation of the cart would be mandatory because of the unique braking system of a golf cart. The first reaction was to pay for the cart from the Street Maintenance budget. On second thought, perhaps it should be paid from the Electric budget. Council did not clearly state which budget would apply for payment. Mayor Printz stated Vice Mayor Snow approved the purchase.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, and P. Workman

Motion carried (5 - 0 roll call)

Community Center Card Key System

The usage, access, security, and availability of the Community Center were polarizing issues for Council. Mayor Printz priced a card-swipe system at a cost of five to seven thousand dollars. The system would automatically record who was inside the building and when. Comparing the Community Center to the Kite house, Council member Workman believe Council was again "putting the wagon before the horse" by making a building available to the public before it was 100% ready. He questioned the need for such a system if an attendant was on duty while the Center was open. Both Council member Workman and Council member Pence clearly stated no other Community Center with recreational events/programs was open unless an attendant was on duty. Council member Workman argued if security was one of the Mayor's concerns, that could be addressed with the use of security cameras.

Mayor Printz does not have a key to periodically check the building to see what activities are occurring at any given time, nor to let users in and out of the building, or simply to check the building for maintenance problems. Council member Dean articulated it was a "crying shame" that the Mayor was denied a key to check the conditions of the building.

Council members Workman and Pence agreed that an issue, such as a key, should be the domain of the Recreation Commission, which should be used as an advisory body to Council just as is any other Commission or Committee.

Mayor Printz agreed to send this discussion back to Committee but he did state he would have additional keys made.

Agreement on Improvements to Water and Sewer System

According to Mayor Printz, the State has a project for ground water draining from New

33 down Old 33 to the Shenandoah River. While the ditches are open, the Town of Elkton requested improvements to the Town's water and sewer lines. The improvements carry a cost of between $6,500.00 to $8,500.00. It became clear there are two issues involved.

Attorney Miller advised Council to approve the project required by the State and then address the contract for the improvements to the water and sewer lines in a separate motion.

Council member S. Sigafoose moved, second by Council member L. Sigafoose, and carried to approve the Resolution to the State for the ground drainage project.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, and P. Workman

Motion carried (5 - 0 roll call)

As the amount for the water and sewer lines was not known, Mayor Printz suggested, and Council agreed, to authorize payment when the invoice was received. If a reappropriation to water and sewer should be required, Council will act at that time.

Appointment to the Planning Commission

Council member Workman moved, second by Council member Dean, and carried to appoint Jeremy Ream to the Planning Commission for a term beginning July 31, 2004 and ending July 31, 2008.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, and P. Workman

Motion carried (5 - 0 roll call)

Non-Agenda Discussions

• Council member Workman said a grate on a drainage ditch was needed on Sweetgum in the area of the cul-de-sac.

• Council member Dean offered that a resident cut and blocked a sidewalk at ***Spots R Fun*** without the Town's permission. Council member Dean asked Council to consider imposing a fine on the individual. Mr. Lee Dearing, speaking from the audience, admitted he was the contractor for an Elmer Lawson project at that location. In May 2004, Mr. Dearing discussed installing a drainage pipe across the sidewalk with Todd McCoy, who authorized the cutting of the sidewalk by Town employees. Mr. Dearing installed the pipe and patched the sidewalk.

Set Meetings

Mayor Printz set Committee meetings for September 14 and Council meeting for September 20, 2004.

Closed Session

Council member Workman moved, second by Council member Dean, and carried to go into closed session under Virginia Code 2.2-3711 to discuss personnel matters and real estate disposition.

YEAS: J. Dean, T. Pence, L. Sigafoose, and P. Workman (Council member S. Sigafoose was not present for the vote)

Motion carried (4 - 0 roll call)

Council member Workman moved to go from closed session back into regular

session and that each member, to the best of his or her knowledge, certified that only public business matters lawfully exempted from an open meeting requirement under Chapter 21 of Title 2.1 of the Code of Virginia were heard, discussed, or considered. Council member Dean duly seconded the motion.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, and P. Workman

Motion carried (5 - 0 roll call)

Hire Police Officers

Council member Workman moved, second by Council member Dean, and carried to hire David Harris as Police Officer for the Town of Elkton at a starting salary of $24,501.00 per year, effective August 9, 2004.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, and P. Workman

Motion carried (5 - 0 roll call)

Council member Workman moved, second by Council member Pence, and carried to hire Robert Greer, Jr. as Police Officer for the Town of Elkton at a starting salary of $29,867.00 per year, effective July 26, 2004.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, and P. Workman

Motion carried (5 - 0 roll call)

Quail Run

Council agreed to take no action on Quail Run at this time.

Quail Run Sewer

Council member Dean moved, second by Council member L. Sigafoose, and carried to run a new 2 inch sewer line from the manhole on Quail Run Drive to the house in question.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, and P. Workman

Motion carried (5 - 0 voice vote)

As there was no further business, the meeting was adjourned.

Mayor: Wayne E. Printz
Wayne E. Printz, Mayor

Recorder: Richard D. Carey
Richard D. Carey, Clerk