Regular
Council Meeting
July 18, 2005

The regular Council meeting was held on July 18, 2005 in Council Chambers with Mayor Wayne E. Printz presiding. The following Council members were present:

PRESENT
J. Dean
C. McDaniel
T. Pence
S. Sigafoose
R. Snow

ABSENT
P. Workman

Town Attorney J. Burns Earle, III, Town Manager Dennis Donachy, Director of Public Works Marty Shifflett, Town Treasurer Clairen Sipe, Chief of Police Richard Pullen, and Clerk of Council Richard Carey were also present.

Council member Dean offered the Invocation.

The Pledge of Allegiance was recited.

CONSENT AGENDA

Consent Agenda
July 18, 2005

MINUTES
•Committee Meetings, May 31, 2005
•Public Hearing, FY 05-06 Budget, June 14, 2005
•Regular Council Meeting, June 14, 2005
•Special Council Meeting, July 5, 2005

REPORTS
•Chief of Police
•Public Works

Vice Mayor Snow moved, second by Council member Dean, and carried to approve the Consent Agenda as amended.

YEAS: J. Dean, C. McDaniel, T. Pence, S, Sigafoose, and R. Snow

Motion carried (5 – 0 roll call)

TOWN MANAGER'S REPORT

As an information item for Council, Mr. Donachy stated a minimal balance will remain in the Cemetery's Perpetual and Real Estate accounts. The balances will be transferred into other accounts, which would earn 3 to 4% interest as compared to the 1% or less currently. Each quarter, additional funds will be transferred to the higher interest accounts.

Payment Plan for Water and Sewer Connections

Payment Plan for $1,200 Water Connection Fee

Time Period	Monthly Cost
2 years	$50

Payment Plan for $1,800 Sewer Connection Fee

Time Period	Monthly Cost
3 years	$50

Payment Plan for $3,000 Water/Sewer Connection Fee

Time Period	Monthly Cost
5 years	$50

Council member Dean moved, second by Council member Sigafoose, and carried to approve the payment plan.

YEAS: J. Dean, C. McDaniel, T. Pence, S, Sigafoose, and R. Snow

Motion carried (5 – 0 roll call)

Marty Shifflett estimated that 75% of the residents he contacted would need "some type of assistance."

Availability and Connections Fees for Out-of-Town – Second Reading

Council member Dean moved, second by Vice Mayor Snow, and carried to approve the charts as presented.

YEAS: J. Dean, C. McDaniel, T. Pence, S, Sigafoose, and R. Snow

Motion carried (5 – 0 voice vote)

Ordinance to Amend Chapter 170, Section 29 by Deleting Paragraph B – Second Reading

Vice Mayor Snow moved, second by Council member Dean, and carried to approve the ordinance as presented.

YEAS: J. Dean, C. McDaniel, T. Pence, S, Sigafoose, and R. Snow

Motion carried (5 – 0 voice vote)

Ordinance to Repeal Chapter 139, Article II and to Add Language to Sections 120-3, 120-5, and 120-9 – First Reading

FIRST READING

AN ORDINANCE TO REPEAL CHAPTER 139 (SOLID WASTE), ARTICLE II (ACCUMULATION OF WEEDS, JUNK AND TRASH) AND REPLACE IT WITH CHAPTER 120 (NUISANCES), AND TO ADD LANGUAGE TO SECTIONS 120-3, 120-5 AND 120-9 TO CLARIFY WHO IS CHARGED WITH ENFORCEMENT AND CHANGE SECTION 120-6 TO CORRECT SPELLING

WHEREAS, Article II was adopted on 1-10-1983 to deal with weeds, junk and trash; and

WHEREAS, Chapter 120 (Nuisances) was adopted on 12-18-2000 and contains in Section 120-4 (Types of nuisance) all the items listed in Chapter 139 Article II; and

WHEREAS, there are several conflicting requirements between the two Codes; and

WHEREAS, Sections 120-3, 120-5 and 120-9 needs language changed to clarify who is charged with enforcement; and

WHEREAS, Section 120-6 needs a word changed to reflect true meaning of section;

BE IT ORDAINED, by the Town Council of Elkton, Virginia, that Chapter 139 (Solid Waste), Article II of the Code of the Town of Elkton be repealed and replaced by Chapter 120 (Nuisances) and the following changes made to Chapter 120;

1. Section 120-3 is hereby amended as follows:

   The Town ~~officers~~ *Manager, or his/her designated representative,* ~~are~~ *is* charged with enforcement of the provisions of this chapter.

2. Section 120-5 is here by amended as follows:

   If at any time a Town ~~officer~~ *employee* shall find that a condition which constitutes a nuisance exists within the town, ~~he or she~~ *the Town Manager, or his/her designated representative,* shall give written notice to the owner, ...

3. Section 120-9 is hereby amended as follows:

   If 30 days elapse after written notice from ~~a~~ *the* Town ~~officer~~ *Manager, or his/her designated representative* to the owner, ...

4. This ordinance shall be effective immediately upon its adoption.

Adopted by the Town Council of the Town of Elkton this ____ day of _____, 2005

_____
Mayor

_____
Clerk of Council

Approved this _____ day of _____, 2004

_____
Mayor

Replacement of Section 158-1 – First Reading

Second Reading

AN ORDINANCE TO AMEND CHAPTER 158 (VEHICLES AND TRAFFIC), ARTICLE I (GENERAL PROVISIONS), SECTION 158-1 (ADOPTION OF STATE LAW) TO ADD LANGUAGE TO INCLUDE FUTURE AMENDMENTS TO THE STATE STATUTES

WHEREAS, because of the adoption of new state statutes this section has had to be updated annually:and

WHEREAS, the State has provided language that incorporates any new state statutes and allows towns and counties to adopt this section just once;

BE IT ORDAINED, by the Town Council of Elkton, Virginia, that Chapter 158 (Vehicles and Traffic), Article I (General Provisions), Section 156-1 (Adoption of state law) of the Code of the Town of Elkton, is hereby amended as follows:

1. **§ 158-1.** Adoption of state law. [Amended 6-27-1995; 9-17-2001]

Pursuant to the authority of § 46.2-1313 of the Code of Virginia, as amended, all of the provisions and requirements of the laws of the state contained in Title 46.2 and Article 2 of Chapter 7 of Title 18.2 of the Code of Virginia, as amended from time to time, except those provisions and requirements the violation of which constitutes a felony, and except those provisions and requirements which by their very nature can have no application to or within the town, are hereby adopted and incorporated in this chapter by reference and made applicable within the town. References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to streets, highways, and other public ways within the town. Such provisions and requirements are hereby adopted, mutatis mutandis, and made a part of this chapter as folly as though set forth at length herein, and it. shall be unlawful for any person, within the town, to violate or fail, neglect or refuse to comply with any provision of Title 46.2 or of Article 2 of Chapter 7 of Title 18.2 of the Code of Virginia which is adopted by this section, provided that in no event shall the penalty imposed for the violation of any provision or requirement hereby adopted exceed the penalty imposed for a similar offense under Title 46.2 or under Article 2 of Chapter 7 of Title 18.2 of the

Code of Virginia, as amended. To the extent that any provisions of this chapter of the Elkton Town Code may be inconsistent with the provisions and requirements of Title 46.2 or of Article 2 of Chapter 7 of Title 18.2 of the Code of Virginia hereby adopted, the provisions of this chapter are superseded. *It is intended that this ordinance includes all future amendments to the state statutes referenced herein and becomes effective upon the effective date of such statutes as state law.*

2. This ordinance shall be effective immediately upon its adoption.

Adopted by the Town Council of the Town of Elkton this ____ day of _____, 2005

_____
Mayor

_____
Clerk of Council

Approved this _____ day of _____, 2004

_____
Mayor

Resolution of Consent to Assignment and Change of Control (Adelphia Cable)

Vice Mayor Snow moved, second by Council member Dean, and carried to adopt the resolution.

YEAS: J. Dean, C. McDaniel, T. Pence, S, Sigafoose, and R. Snow

Motion carried (5 – 0 roll call)

Resolution for Loan for Pentecostal Hill – First Reading

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ELKTON, VIRGINIA APPROVING THE ISSUANCE AND SALE OF THE TOWN OF ELKTON, VIRGINIA, GENERAL OBLIGATION PUBLIC IMPROVEMENT NOTE, SERIES 2005, IN THE MAXIMUM PRINCIPAL AMOUNT OF UP TO $1,400,000, AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS PREPARED IN CONNECTION THEREWITH

WHEREAS, the Town of Elkton, Virginia (the "Town") has previously submitted an application to the Industrial Development Authority of the County of Stafford and the City of Staunton, Virginia (the "Authority"), to finance the various capital improvement and other associated water and sewer system costs related to the Pentecostal Hill project, together with related expenses (the "Project"), through the Virginia Municipal League / Virginia Association of Counties Commercial Paper Finance Program, and the Authority has indicated its willingness to finance the Project from the proceeds of its revenue bonds (the "Authority's Bonds"), in accordance with the terms of a Loan Agreement between the Authority and the Town (the "Loan Agreement"), the form of which has been presented to this meeting;

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ELKTON, VIRGINIA (THE "COUNCIL"):

1. Issuance of Note and Use of Proceeds. Pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991 (the "Act"), and without regard to the requirements, restrictions or other provisions contained in any charter or local or special act applicable to the Town, the Council hereby provides for the issuance and sale of a general obligation public improvement note of the Town in a maximum principal amount of $1,400,000, to provide funds to finance the Project and to pay costs incurred in issuing such note.

2. Authorization of Loan Agreement. The form of the Loan Agreement submitted to this meeting is hereby approved. The Town Manager and the Mayor of the Town are each authorized to execute the Loan Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Town Manager or the Mayor, whose approval shall be evidenced conclusively by the execution and delivery thereof. The issuance and sale of the Town's general obligation public improvement note to the Authority shall be upon the terms and conditions of the Loan Agreement. The proceeds of such note shall be applied in the manner set forth in the Loan Agreement and related documents. All capitalized terms used but not defined herein shall have the same meaning as set forth in the Loan Agreement.

3. Note Details. The note shall be issued as a single, registered note, shall be designated "General Obligation Public Improvement Note, Series 2005" (the "Note"), and shall be numbered R-1. The Council authorizes the issuance and sale of the Note on terms as shall be satisfactory to the Town Manager or the Mayor; provided, however, that the Note (a) shall be in a principal amount not to exceed $1,400,000, (b) shall mature no later than December 31, 2026, and (c) shall bear interest on the outstanding principal balance thereof at an initial rate of interest approved by the Town Manager or the Mayor, with such rate to be adjusted periodically in accordance with the terms and conditions of the Loan Agreement and the documents prepared in connection with the issuance of the Authority's Bonds, and shall accrue certain other ongoing costs and expenses upon the terms and conditions described in the Loan Agreement. Subject to the preceding terms, the Council further authorizes the Town Manager or the Mayor to (a) determine the final principal amount of the Note and (b) to establish the maturity date and principal amortization schedule (including the principal installment dates and amounts) for the Note in such manner as the Town Manager or the Mayor shall determine to be in the best interest of the Town. The Town Manager's or the Mayor's approval of the final terms, purchase price, initial interest rate, interest rate adjustment provisions, maturity date and amortization schedule of the Note shall by evidenced by the execution and delivery of the Note, and no further action shall be necessary on the part of the Town. As set forth in the Loan Agreement, the Town agrees to pay the Program Expenses associated with the Note and the Loan Agreement, together with any applicable late payment or similar costs and expenses described therein. The principal of and premium, if any, and interest on the Note shall be payable in lawful money of the United States of America.

4. Payment and Redemption Provisions. The principal of and premium, if any, and interest on the Note shall be payable as set forth in the Note and the Loan Agreement. The Town may, at its option, redeem, prepay or refund the Note upon the terms set forth in the Loan Agreement.

5. Execution and Form of Note. The Note shall be signed by the Town Manager or the Mayor of the Town, and the Town's seal shall be affixed thereon and attested by the Clerk of the Council. The Note shall be issued as a typewritten note in a form sufficient to evidence the Town's obligations under the Loan Agreement, consistent with the terms of this Resolution, and approved by the Town Manager or the Mayor, whose approval shall be evidenced conclusively by the execution and delivery of the Note.

6. Security for the Note. The full faith and credit of the Town are hereby irrevocably pledged for the payment of principal of and premium, if any, and interest on the Note. Unless other funds are lawfully available and appropriated for timely payment of the Note, the Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, and interest on the Note.

7. Preparation of Printed Note. The Town shall issue the Note in typewritten form. Upon the reasonable request of the registered owner and upon presentation of the Note at the office of the Registrar (as hereinafter defined), the Town shall arrange to have prepared, executed and delivered in exchange as soon as practicable the Note in typewritten form in an aggregate principal amount equal to the unpaid principal of the Note, in denominations of $100,000 and integral multiples of $5,000 in excess thereof, of the same form and maturity and registered in such names as requested by the registered owners or their duly authorized attorneys or legal representatives. The printed Note may be executed by manual or facsimile signature of the Town Manager or the Mayor of the Town, with the Town's seal affixed thereto and attested by the Clerk of the Council; provided, however, that if both such signatures are facsimiles, no Note shall be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Note surrendered in any such exchange shall be canceled.

8. Registration and Transfer of the Note. The Town appoints the Town Treasurer as paying agent and registrar (the "Registrar") for the Note. If deemed to be in its best interest, the Town may at any time appoint a qualified bank or trust company, or another official of the Town, as successor Registrar. The Note may be transferred only by an assignment duly executed by the registered owner thereof in form satisfactory to the Registrar in exchange for a single, new Note having an equal maximum principal amount, of the same form and maturity, and bearing interest at the same rates. Such transfer shall be made in the registration books kept by the Registrar, upon presentation and surrender hereof. The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, premium, if any, and interest, and the exercise of all other rights and powers of the owner.

9. Mutilated, Lost or Destroyed Note. If the Note has been mutilated, lost or destroyed, the Town shall execute and deliver a new Note of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Note or in lieu of and in substitution for such lost or destroyed Note; provided, however, that the Town shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the Town in connection therewith and, in the case of a lost or destroyed Note, (a) has filed with the Town evidence satisfactory to the Town that such Note was lost or destroyed and (b) has furnished to the Town satisfactory indemnity.

10. Preparation and Delivery of Note. The Town Manager, the Mayor and the Clerk of the Council are authorized and directed to take all proper steps to have the Note prepared and executed in accordance with its terms and to deliver it to the Authority as the purchaser thereof upon receipt of the purchase price from the Authority as set forth in the Loan Agreement.

11. Arbitrage Covenants. The Town covenants that it shall not take or omit to take any action the taking or omission of which will cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (the "Code"), or otherwise cause interest on the Note to be includable in the gross income of the registered owner thereof under existing law. Without limiting the generality of the foregoing, the Town shall comply with any provision of law that may require the Town at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Note, unless the Town receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Note from being included in the gross income for federal income tax purposes of the registered owners thereof under existing law. The Town shall pay any such required rebate from legally available funds.

12. Tax and Other Documents. The Town Manager and the Mayor of the Town are each authorized and directed to execute and deliver a Tax Certificate as to Arbitrage, an IRS Form 8038-G, a Bank Qualification Allocation Agreement, and a Program Administration Agreement, each in a form approved by such officers and the Town's bond counsel.

13. Limitation on Private Use. The Town covenants that it shall not permit the proceeds of the Note or the facilities financed with the proceeds of the Note to be used in any

manner that would result in (a) 5% or more of such proceeds or the facilities financed with such *proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141 (b) of the Code, (b) 5% or more of such proceeds or the facilities financed with such proceeds being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the Town receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Note from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the Town need not comply with such covenants.*

14. Reimbursement for Prior Expenditures. *To the extent applicable and necessary, in adopting this resolution the Council intends to evidence its "official intent" to reimburse Project expenditures with proceeds from the issuance of the Note within the meaning of Treasury Regulations Section 1.150-2 promulgated by the Internal Revenue Service pursuant to the Internal Revenue Code of 1986, as amended.*

15. Other Actions. *All other actions of Town officials in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Note are ratified, approved and confirmed. The Town officials are authorized and directed to execute and deliver all certificates and other instruments considered necessary or desirable in connection with the issuance, sale and delivery of the Note pursuant to this Resolution and the Loan Agreement.*

16. Filing of Resolution. *The Town Attorney and the Town Manager are authorized and directed to coordinate the prompt filing of a certified copy of this resolution in the Circuit Court of Essex County, Virginia, in accordance with Sections 15.2-2607 and 15.2-2627 of the Act.*

17. Effective Date. *This Resolution shall take effect immediately.*

[Remainder of Page Intentionally Left Blank]

CERTIFICATE

The undersigned Clerk of the Town Council of the Town of Elkton, Virginia (the "Town"), hereby certifies that:

1. A meeting of the Town Council of the Town (the "Council") was duly called and held on July 27, 2005 (the "Meeting").

2. Attached hereto is a true, correct and complete copy of a resolution (the "Resolution") of the Town entitled "Resolution of the Town Council of the Town of Elkton, Virginia Approving the Issuance and Sale of the Town of Elkton, Virginia, General Obligation Public Improvement Note, Series 2005, in the Maximum Principal Amount of Up to $1,400,000, and the Execution and Delivery of Certain Documents Prepared in Connection Therewith," as recorded in full in the minutes of the Meeting, duly adopted by a majority of the members of the Council present and voting during the Meeting.

3. A summary of the members of the Council present or absent at the Meeting, and the recorded vote with respect to the foregoing resolution, is set forth below:

			Voting		
Member Name	**Present**	**Absent**	**Yes**	**No**	**Abstaining**
Wayne E. Printz, Mayor	*Yes*	_	N/A	N/A	N/A
Randell L. Snow	*Yes*	_____	X	___	____
Clyde McDaniel	*Yes*		X		
Phillip Workman, II	*Yes*		X		
Stephen W. Sigafoose	*Yes*		X		
Jay T. Dean	*Yes*		X		
Theodore Pence	*No*	*Yes*			

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the Town of Elkton, Virginia this July 27, 2005.

Clerk of the Council,
Town of Elkton, Virginia

(SEAL)

Water Line Easement – Pentecostal Hill

Vice Mayor Snow moved, second by Council member McDaniel, and carried to authorize Attorney Miller to proceed to procure the easement.

YEAS: J. Dean, C. McDaniel, T. Pence, S, Sigafoose, and R. Snow

Motion carried (5 – 0 roll call)

Donations

Council member Sigafoose moved, second by Council member Pence, and carried to donate $100.00 to each of three ball teams going to State tournaments.

YEAS: J. Dean, C. McDaniel, T. Pence, and S. Sigafoose

NAYS: R. Snow

Vice Mayor Snow was all for "supporting kids," but he believed it was a bad precedent to send "teams to tournaments." That cause would be better served by the business community and private citizens. He added the Town does support all teams by providing lighting and fields for play.

TREASURER'S REPORT

Treasurer Sipe reported an ending ledger balance of $366,543.11 for General Government for the month of June 2005, of which $315,652.60 was designated money and left cash available of $50,890.51.

Vice Mayor Snow moved, second by Council member Dean, and carried to approve the Treasurer's report.

YEAS: J. Dean, C. McDaniel, T. Pence, S, Sigafoose, and R. Snow

Motion carried (5 – 0 roll call)

Tim Grove of the biosolids division of Houff Feed and Fertilizer was present and asked for a separate meeting dedicated to the biosolids issue.

Adjourn

Council member McDaniel moved, second by Council member Pence, and carried to adjourn the meeting and to reconvene following the close of the Public Hearing.

YEAS: J. Dean, C. McDaniel, T. Pence, S, Sigafoose, and R. Snow

Motion carried (5 – 0 voice vote)

Vice Mayor Snow moved, second by Council member Sigafoose, and carried to go back into regular session.

YEAS: J. Dean, C. McDaniel, T. Pence, S, Sigafoose, and R. Snow

Motion carried (5 – 0 voice vote)

Following a discussion between Mayor Printz and Vice Mayor Snow regarding procedure, **Vice Mayor Snow moved, second by Council member Pence, and carried to follow the procedure outline set by Council.**

YEAS: C. McDaniel, T. Pence, and R. Snow

NAYS: J. Dean and S. Sigafoose

Motion carried (3 – 2 roll call)

Closed Session

Council member Dean moved, second by Vice Mayor Snow, and carried to go into closed session under Virginia Code 2.2-3711 for discussion or consideration of acquisition of real property, the Taylor property, or other publicly held property and/or the distribution of publicly held property.

YEAS: J. Dean, C. McDaniel, T. Pence, S, Sigafoose, and R. Snow

Motion carried (5 – 0 roll call)

Council member Dean 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 2.2 of the Code of Virginia were heard, discussed, or considered. Vice Mayor Snow duly seconded the motion.

YEAS: J. Dean, C. McDaniel, T. Pence, S, Sigafoose, and R. Snow

Motion carried (5 – 0 voice vote)

Council member McDaniel and Mr. Donachy were excused at 8:35 P.M.

Madelyn Dixon spoke of her grandson Jack Dixon who obtained the top award at Fort Delaware in Maryland.

Mayor Printz presented a plaque to Maynard Dean in recognition for 35 years of service to the Town as owner of Dean's Service Center.

CITIZEN COMMENTS

Kenny Kite, Shenandoah Avenue, stated that, in the beginning, he shared the concerns of others regarding the spreading of liquid sludge on farmlands. He now believes in "the process and science of the technology." The future is unknown and there are no guarantees.

Lee Dearing, 124 North Street, opposed the spreading of sludge. He stated he spoke with people who blame sludge for their illnesses. He had questions about the Treasurer's report, budget versus spending, and the overage for legal fees. Mr. Dearing stated the Cemetery Commission will seek a court injunction to stop the spending of the $187,000.00 transferred to General Government from the Cemetery account. He again addressed the "deluxe" health plan for Town employees. He discussed what he stated was a 2.2% pass through charge for electric, but the Town was charging 3.0%. Mr. Dearing considered the Town of profiting .8%.

Mayor Printz promised Mr. Dearing a written response for some of his concerns because he had to research some of this information. Council did say the information given to them was a 3% pass through. Mayor Printz told Mr. Dearing if billing adjustments for overpayments were justified they would be made.

Hazel Crider, 114 Hillside, was present and requested a public hearing on the sludge issue. While on a membership drive on Pentecostal Hill, Neighborhood Watch noticed the absence of sidewalks and street lights in that area. Neighborhood Watch National Night Out will be Tuesday, August 2 from 7:00 P.M., to 10:00 P.M.

Mildred Shifflett, 112 West Spotswood Avenue, was opposed to sludge. She agreed with other speakers who felt Angler should purchase the Taylor property. She also believed the people on Pentecostal Hill deserved sidewalks and street lighting.

Steve Kite, Northeast Side Highway, hoped that Council would address runoff from Elkwood development with Angler.

Mayor Printz announced the purchase of the Taylor property would be tabled tonight.

Cathy Murphy, 110 North Stuart Avenue, observed the recent practice of Council going into closed session, then going back into open session to take action on important issues that did not appear on the agenda. As stated, the two issues which really concerned her were the First Reading of the Taylor property and the First Reading of the Pentecostal Hill line. "I find it hard to believe that the Town Manager or the Council keeps allowing this to happen. You can't tell me that someone did not know that Pentecostal Hill was going to be discussed that night, the Taylor property was not going to be discussed that night, and come out and do a reading after everybody has left, no opportunity to comment until it hits the second reading," spoke Ms. Murphy. She also wanted to make it clear that she will never be told again to submit a FOYA request for information regarding a public hearing. She asked Attorney Earle to follow up with Attorney Miller a response to the Cemetery Commission. They have been waiting for over a month for his reply. Ms. Murphy directly addressed a Council member for a "cheap shot" when he allegedly stated that "the only reason she stood up there and talked about the Cemetery Commission was because she lost the election."

Lugene Dovel, 407 Lee Avenue, agreed with Council's effort to clean up the Town but he did not want to be "harassed" as his cars are well off the road and must be "looked for" to be seen.

DIRECTOR OF PUBLIC WORKS

Marty Shifflett had Signor of Richmond quote the cost of repairs for the Spring House pump. Much would be involved with the project, including removing the roof, and the price was $22,000.00. Council member Dean sent this to committee.

COMMITTEE REPORTS

Electric

Officers need to report street lights that are out for whatever reason.

Finance

No report.

Personnel

No report.

Public Health, Public Safety, and Ordinances

Some ordinances have changed and Mayor Printz believed a good relationship existed in the community.

Streets and Sidewalks

No report.

Water and Sewer

No report.

Recreation

No report.

Cemetery Commission

No report.

Planning Commission

The Commission is studying the alleys issue.

Charter Revisions

No report.

Park Authority

No report.

Economic and Community Development Committee

Town festival scheduled for August 27. Skydivers and fireworks are scheduled and vendors will participate.

Elkton Area Community Center Committee

A meeting is scheduled for Wednesday at which time they hope to look at architect drawings.

Set Meetings

Committee meetings were set for August 9 at 6:00 P.M., and the Council meeting was set for August 15 at 6:00 P.M.

As there was no further business, the meeting adjourned at 9:35 P.M.

Mayor: _____
Wayne E. Printz, Mayor

Recorder: _____
Richard D. Carey, Clerk