Regular
Council Meeting
January 17, 2005

The regular meeting of the Elkton Town Council was held on January 17, 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
P. Workman

Town Attorney Nathan Miller, Town Manager Dennis R. Donachy, 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.

CITIZEN COMMENTS

Hazel Crider, 114 Hillside, disagreed with the interpreted application of the recently enacted Loitering Ordinance, as she believed it violated citizens' freedom. She understood the ordinance was adopted to address vandalism and other unlawful activity, but "our Town has become a ghost town." She stated we needed our youth and "our Town has always been a friendly Town, but it's not like that tonight." Her other concern was the negative perception of the use of the Community Center, specifically the indoor yard sales. She stated the set-ups were not "trash," the food was "excellent, and it provided a form of fellowship" for the citizens.

Cathy Murphy, 110 North Stuart Avenue, discussed the proposed personnel policy. She equated the capped 680 hours of accrued leave to 17 weeks, which was not a long time if an employee suffered a catastrophic illness. Disability through the Virginia Retirement System is not easy and "it takes time to do it." Disability through Social Security "takes even longer, often requires an attorney, as well as an appeals process." There could be a long period when an affected employee could have no income with mounting debt. She believed the Town could have as many as six employees who have surpassed the proposed cap. Are they to be penalized for reporting to work? Will they lose the accrued hours over 680? There were no provisions to address those questions. She interpreted the policy as having two caps. Why cap the accrual when there already is a 200 hour paid cap at time of an employee's departure from the workforce of the Town? She approved of the deferred compensation plan where an employee would have X amount of money from wages deducted and deposited in an account which could be accessed at the time of retirement. A Town contribution to all participating employees' accounts was also palatable to Ms. Murphy. Where she strongly disagreed was with "deferred compensation" to employees who opted not to enroll in the Town-paid health coverage. If an employee receives a check at the end of the month in lieu of the health coverage, "that is not deferred compensation. That is taxable income." If this is to be the policy, Council needs to determine from which benefits a Town employee will be able to choose. She saw this policy as having a domino effect by allowing one employee wanting compensation for no health coverage and another being compensated for non-participating life insurance coverage. This could result in a "menu" from which employees could select their benefits and it could have a "snowball" effect. She raised many questions regarding the proposed paid spousal registration for conferences and meetings. To whom did the policy apply? Would there be a dollar limit? Would there be a times per year limit? "It is not the taxpayers responsibility to fund your spouses. Period. If you can pass along the fossil fuel increase to the consumers, then you eat your spousal registration, pure and simple. I don't think it is fair, especially to senior citizens who have problems making ends meet." If Council's justification was that conferences better help spouses understand what they do, she

looked around the room and asked, "Where are they? I have yet to see a spouse in this audience. The point is if there is that much interest in what the employees do, in what you do with Council business, this is the best place to educate them - right here." "Essential Personnel" must be named in the Inclement Weather Policy.

Lee Dearing, 124 North Street, praised the efforts of Neighborhood Watch and asked Council to decide on an "equitable" charge for the use of the Kite house. Policy is "the Mayor is authorized to sign contracts, not to negotiate contracts." Having made that statement, Mr. Dearing asked, " Who owns the well (Life well)? Does Mr. Printz own a well?" The purchase of the Life well on Monger Hill for $20,000.00 was a concern for Mr. Dearing, noting that the well could cost the Town in excess of $100,000.00 to bring it up to standard.

Mayor Printz explained that the Town Attorney was busy at the time. Mayor Printz went to Mr. Life and told him, "I will sign that contract but it would be contingent on approval of the Council. Then I told him I had to get the lawyer to make up the other contract." It was important for the Town to, at least, have an option to purchase the well.

Jerry Shifflett, 102 Mapleleaf Lane, Vice President of the Farm League, spoke on behalf of Elkton Little League's use of the Community Center.

Mayor Printz commented: "These same issues prevail in the personnel manual. There are significant changes regarding hiring and firing, pay raises, and other benefits and how they are applied. I think it is our obligation as representatives to know where we are going. This is not a personal attack on anyone. This is the Council's responsibility - oversight, guidance, and legislation. I request the Council to take more time and study the manual. When the issues are better analyzed we can understand where we are going. I also want to state the employees are very concerned about these changes and would like some input.

Another serious issue out there is we are growing. Let's not get too big for our britches. Let's respect all our citizens. If we made an agreement to allow the Little League in our Community Center, then we should honor our commitment and not try to find ways to circumvent the decision. If we have issues regarding our Community Center, let's work together to solve those issues so our community can enjoy our services. Also let's make sure to respect all the citizens of our community. Every so many years we attack our youth running around our community. We are on that kick again. We must remember we are in the United States of America and that we must respect everyone. Our youth are our future."

CONSENT AGENDA

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

Consent Agenda
December 20, 2004

MINUTES
- Committee Meetings, November 9, 2004
- Public Hearing, B-2 Zoning, November 15, 2004
- Public Hearing, Charter Amendments, November 15, 2004
- Regular Council Meeting, November 15, 2004
- Emergency Council Meeting, November 22, 2004
- Public Hearing, Angler Contract, November 23, 2004

REPORTS
- Chief of Police Report
- Treasurer's Report
- Public Works
- Advisory Committee

Corrections. Committee Meetings, December 14, 2004. Changed the word "pump" to

"well." Regular Council Meeting, December 20, 2004. Added Bobbie Rae Monger as a member of Elkton Area Community Center Committee for a term beginning December 20, 2004 and ending December 31, 2006.

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

Motion carried (6 - 0 voice vote)

TREASURER'S REPORT

Treasurer Sipe reported an ending ledger balance of $230,141.20 for the month of December 2004.

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, R. Snow, and P. Workman

Motion carried (6 - 0 voice vote)

TOWN MANAGER'S REPORT

Under "Information Items," Mr. Donachy discussed a new well site and the JMU electric power system assessment.

ITEMS REQUIRING COUNCIL ACTION

Mandatory Water and Sewer Hook-Ups

Mr. Donachy presented a First Reading of an ordinance to amend Chapter 170 (Water and Sewer), Section 170-8 (Connections), Section 170-27 (Sewer Connection Required; Conditions), and Sections 170-6 through 170-37 to allow continued use of existing wells and sewer systems and to replace all references to Town Superintendent to Town Manager.

FIRST READING

AN ORDINANCE TO AMEND CHAPTER 170 (WATER AND SEWERS), SECTION 170-8 (CONNECTIONS), SECTION 170-27 (SEWER CONNECTION REQUIRED; CONDITIONS) AND SECTIONS 170-6 THRU 170-37 TO ALLOW CONTINUED USE OF EXISTING WELLS AND SEWER SYSTEMS AND TO REPLACE ALL REFERENCES TO TOWN SUPERINTENDENT TO TOWN MANAGER.

WHEREAS, the Town is accepting bids for installation of water and sewer lines for the Pentecostal Hill area; and

WHEREAS, residents in the area may currently have properly working sewer systems and clean healthy water; and

WHEREAS, the Town Council does not wish to place a financial burden on the residents in this area by making them connect to the new system; and

WHEREAS, since the Town has a Manager and not a Superintendent;

BE IT ORDAINED, by the Town Council of Elkton, Virginia, that Chapter 170 (Water and Sewers) of the Code of the Town of Elkton, is hereby amended as follows:

1. Section 170-8 is hereby amended by the addition of the wording in underlined italics:
   § 170-8 *Water* Connections; *conditions.*

   All connections to the town water system shall be made as provided in this chapter and only upon ~~order~~ *approval* of the Town ~~Superintendent~~ *Manager, or his/her designated representative. The owner of any house, building or property which is used for commercial, industrial and/or residential purposes, abutting on any street, alley or right-of-way in which there is or may be located a water line connected to the town water supply, is required at the owners expense to connect to the public water system in accordance with the provisions of this chapter. The aforementioned shall not apply to an existing building now having an approved well. However, the well must be tested every six months to ensure it meets Department of Health standards for drinking water. These tests must be filed with the town and if the well ever fails a test the owner may be required by Town Council to connect to public water.*

2. Section 170-27 is hereby amended by the addition of the wording in underlined

italics:

   § 170-27. Sewer connection required; conditions.

   Every person owning premises in the town, which premises abut or adjoin a street or alley along which is an available and usable public sewer, shall make a sewer connection with his or her house, *building or property which is used for commercial, industrial and/or residential purposes.* provided that such owner can make such sewer connection within - WO-/50 feet of the premises and provided further that no person shall be required to cross the private property of any other person to make such connection. *The aforementioned shall not apply to an existing building now having a serviceable septic tank. However, before such tanks are serviced, permission must be obtained from the Town Council, and if sewer lines are available to the property, the owner may be required to connect as prescribed herein.*

3. Section 170-6 is hereby amended by the addition of the wording in underlined italics:
   §170-6. Supervision and control.

   The water system of the town shall be under the immediate supervision of the Town Superintendent *Man his/her designated representative,* and the Committee on Sewer and Water. The Town Superintendent *M or his/her designated representative* shall exercise immediate control of the water system.

4. Section 170-12 is hereby amended by the addition of the wording in underlined italics:

   §170-12. Unauthorized use of fireplug or hydrant.

   No person who is not a member of the Fire Company shall use or manipulate, unless by order of the Town ~~Superintendent~~ *Manager, or his/her designated representative,* or Fire-Chief, any of the fireplugs or hydrants of the town.

5. Section 170-13 is hereby amended by the addition of the wording in underlined

   italics: §170-13. Right of entry of Town ~~Superintendent~~ -Manager.

   Every person occupying a lot or tenement into which water is conveyed, from town water system, shall permit the Town ~~Superintendent~~ *Manager, or his/her designated representative,* to enter such lot or tenement, at reasonable hours, to inspect the work therein or to see if the provisions of this chapter and other ordinances of the town relative to the water system are being or have been violated.

6. Section 170-20 is hereby amended by the addition of the wording in underlined italics:

§170-20. Cross connections.

Change all references from Town Superintendent to *Town Manager, or his/her designated representative.*

7. Section 170-21 is hereby amended by the addition of the wording in underlined italics: §170-21. Turning on water to house or private service.

Change reference from Town Superintendent to *Town Manager, or his/her designated representative.*

8. Section 170-22 is hereby amended by the addition of the wording in underlined italics:

§170-22. Water main construction.

A. and B. Change all references from Town Superintendent to *Town Manager, or his/her designated representative.*

9. Section 170-26 is hereby amended by the addition of the wording in underlined italics: §170-26. Sewer connections to be in accordance with chapter.

Change reference from Town Superintendent to *Town Manager, or his/her designated representative.*

10. Section 170-28 is hereby amended by the addition of the wording in underlined italics:

§170-28. Application for sewer connection and sewer service.
Change reference from Town Superintendent to *Town Manager, or his/her designated representative.*

11. Section 170-29 is hereby amended by the addition of the wording in underlined italics:

§170-29. Connection charges within town.

B. Change reference from Town Superintendent to *Town Manager, or his/her designated representative.*

12. Section 170-31 is hereby amended by the addition of the wording in underlined italics:

§ 170-31. Subdivisions inside town.

A. and C. Change reference from Town Superintendent to *Town Manager, or his/her designated representative.*

13. Section 170-36 is hereby amended by the addition of the wording in underlined italics:

§ 170-36. Sewer connection cleanout services.

Change references from Town Superintendent to *Town Manager, or his/her designated representative.*

14. Section 170-37 is hereby amended by the addition of the wording in underlined italics:

§170-37. Sewer main construction.

A. and B. Change reference from Town Superintendent to *Town Manager, or his/her designated* ____

representative.

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

Adopted by the Town Council of the Town of Elkton this __ day of _____, 2004

_____
Mayor

_____
Clerk of Council

Approved this ___ day of _____, 2004

_____
Mayor

Attorney Miller stated there were a number of issues. One, will you require everyone to hook-up? Two, if you don't require everyone to hook-up, what are the conditions for not requiring a hook-up? "State Code allows Council to require them to pay. Even if you don't require them to hook-up to water and sewer, you can require them to make enough payments to cover the debt service on the water and sewer you are putting by their property," stated Attorney Miller.

Without having acted on mandatory hook-ups, Vice Mayor Snow questioned how this ordinance would be affected "if we decided to change our minds."

Mr. Donachy stated current code "says they will hook-up" to wastewater. There are houses in Town in conflict with the Code. "If we are going to abide by Code, then I am going to start sending letters out."

Vice Mayor Snow and Council member Dean agreed to accept Mr. Donachy's document on a First Reading, but additional discussions would be required.

Deferred Compensation Program

Any employee or member of Council may have any portion of his/her income withheld and deposited by the Treasurer into a different account, with no expense to the Town.

Council member Workman moved, second by Vice Mayor Snow, and carried to approve the plan.

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

Motion carried (6 - 0 roll call)

Kite House Rental Agreement

Mr. Donachy presented the Agreement.

TOWN OF ELKTON
RENTAL AGREEMENT
KITE HOUSE

THIS AGREEMENT, made this _____day of _____, 200____ by and between the Town of Elkton, a municipal corporation, party of the first part, hereinafter referred to as the Town; and _____
party of the second part, hereinafter referred to as Lessee.

The Town hereby grants to Lessee the first floor, excluding storerooms, and the yards of that certain property known as the Kite House, from_____a.m./p.m.
on_____, 200____, until_____
a.m./p.m. on _____, 200____ for the purpose
of_____
in accordance with the Kite House Rental Policies and the following terms and conditions. **Note: DECORATING THE DAY/NIGHT BEFORE YOUR EVENT REQUIRES AN ADDITIONAL FEE.**

1. Lessee agrees to pay in advance the sum of $_____as rental for the use of the Kite House during the term of this agreement, and that a House key must be picked up and final payment made by 4:00 p.m., on the last business day prior to the use of the House or Lessee will automatically forfeit any deposit and this agreement is hereby terminated. Any false statement made by Lessee will also result in forfeiture of the deposit. The Town Hall Office is open 8:00 a.m. - 5:00 p.m., Monday-Friday and closed all State holidays. **In the event that Lessee wishes to terminate this agreement prior to using the Kite House, such termination must be made no later than thirty (30) days prior to the event.** Failure to terminate this agreement by the required date will result in forfeiture of the deposit.

2. Lessee agrees to pay for all damage inflicted on Kite House, its furnishings, or appurtenances, arising from the use of Kite House by Lessee. Lessee further agrees to place on deposit with the Town the sum of $_____. In the event that damage is inflicted on Kite House, its furnishings, or appurtenances, arising from the use of Kite House by Lessee, then said deposit, or any portion thereof, shall be used by the Town to pay actual cost of repairing such damage. A charge of $20.00 per hour will be assessed against the deposit for cleaning if Kite House is not left in a clean condition as determined by Town Personnel. The deposit, or the balance thereof after deductions for damages or cleaning, shall be refunded to the Lessee after any damage has been repaired. Nothing in this agreement shall limit the liability of the Lessee for damages or cleaning in excess of the amount of deposit.

3. Lessee hereby agrees that the Town shall not be liable to Lessee or any other person for any loss, damage, or injury suffered as a result of the use of Kite House by Lessee, and Lessee assumes all risk to persons or property arising from the use of Kite House by Lessee and hold the Town and its officials harmless therefore.

4. It is mutually agreed by the Town and Lessee that Lessee has read the Kite House Rental Agreement and Rental Policies and shall abide by all these Rules and Policies as posted and written on the back of this Agreement.

5. This Agreement may be terminated by the Town at any time for violation of Kite House Policies, Rules, and Regulations, but Lessee shall remain liable for any loss, damage, or injury in accordance with this agreement. Lessee's signature below indicates that Lessee received a copy of the Kite House Policies, Rental Agreement and Kite House Closing Check List and agrees to abide by them.

6. Alcohol will be served or brought in _____Yes _____No

If yes Lessee agrees to obtain a license from the ABC Board and present a copy of this license to the Town before a key is issued. Lessee also will contact Town Police at (540) 298-9441 to arrange for security.

TOWN OF ELKTON

Name_____

By_____

(Print Name of Lessee)

(Town Representative)

By_____

(Signature of Lessee)

TOTAL DUE INCLUDING DEPOSIT_____

Mailing Address_____

DEPOSIT PAID (DATE_____)_____

_____

BALANCE DUE
$_____

Work Phone_____

AFTER RENTAL REPORT:

Home Phone_____

No Problems Found

REFUND CHECK: #_____
Mailed to above address on_____

Extra Cleanup Needed
_____hours x $20.00 per hour = $_____

Will pick up at office_____

Damage_____

_____

_____

_____

_____

Recommendation of future rentals YES NO

TOWN OF ELKTON
POLICIES FOR THE RENTAL OF KITE HOUSE

PURPOSE:

To define the criteria used to determine who will be granted use of the Kite House. Also, define regulations and guidelines pertaining to House use.

Section 1 - Use of the Facility

The areas included in the rent of the House are the first floor, rear yard, and front yard. After all the Town events have been scheduled, space may be rented on a first come/first serve basis.

Section 2 - Reservation of Facility

The House may be reserved a year in advance by completing an application and payment of a deposit. Rental fees must be paid thirty days in advance. If the House is available for a short notice, rental deposit and rental fees must be in the form of certified check, cash or money order.

Section 3 - Responsibilities of Lessee

Lessee will be responsible for the preservation of law and order on the property, to include the yard and area where cars are parked and will be responsible for damage to the facilities and/or equipment during use. Any Lessee that abuses the property or fails to comply with all rules and regulations will be financially responsible for any damages and may also be denied any further rental of the facility.

Section 4 - Inspection of Facility

All Lessees will receive a Kite House Closing Checklist outlining the Lessee's responsibilities. An inspection of the House after the event will be conducted to determine if the Lessee has fulfilled the Agreement. Failure to fulfill this Agreement may result in loss of some or all of the deposit and liability for any damage in excess of deposit.

Section 5 - Security/Alcohol

Security will be provided for the following:

1. Any event where alcohol is served and/or brought in and consumed by attendees. It is the responsibility of the Lessee to obtain a liquor license, if required by the ABC Board. Their telephone number is 1-800-552-3200.

2. Groups or organizations who have held functions and have had problems documented by the Chief of Police.

3. Other events as determined by the Chief of Police.

The number of security personnel required will be determined by the Chief of Police using the criteria of number of personnel attending the event, type of event, past problems with group or organization, etc. Security personnel hired must have affiliation with the group or organization conducting the event. Off duty Town of Elkton police personnel must be contacted first to fill the required security positions. If the required security positions can not be filled by Elkton personnel, then the Rockingham County Sheriff's Office will be contacted. The Chief of Police must approve all security personnel.

Section 6 - Supervision of Persons Under Age 21

Permission for groups comprised of persons under 21 years of age to use the facility must be approved by the Town Council and will be granted only if adults over the age of 21 accept responsibility for supervision throughout the event. In cases such as this, the minimum ratio shall be one (1) adult for every fifteen (15) youths.

Section 7 - Storage of Equipment and Supplies

The Town will not provide storage facilities for users of the House. Equipment and/or supplies used by the Lessee are solely their responsibility.

Section 8 - Burning of Candles, Open Fires

Freestanding candles and open fires are not permitted. Candles must be in fire resistant containers.

Section 9 - Animals

No animals or pets will be allowed in the building, with the exception of "service" dogs.

Section 10 - Smoking

No smoking is allowed in the House at any time.

Section 11 - Supervision of Children

Children at an event sponsored by the Lessee must be under the immediate and close supervision of an adult over the age of 18 at all times.

Section 12 - Restrictions

The following are ineligible for rental of the House:

1. Groups or organizations serving alcohol to persons under the age of 21.

2. Groups or organizations from outside of Rockingham County using the facility for an event for private gain, except for the sale of commodities or goods at retail.

3. Any group or organization whose disregard for and/or violation of the facility rules have necessitated exclusion from future use of the House.

Section 13 - Limit of Event Hours of Operation

Drinking, dancing, and music must be stopped at 1:00 a.m., Monday through Saturday and at 12:01 a.m., on Sundays.

Section 14 - Rules and Regulations

1. Do not move pianos.
2. Do not throw rice or birdseed inside the House.
3. Do not use staples, tape, or thumbtacks on tables, chairs, floor, or walls.
4. Do not allow loitering or noisy behavior in parking area or yards.
5. Do not drag any objects across the floors.
6. Do not throw unused ice on shrubbery or flowers.
7. All furniture must remain in the House.
8. Obey the requests of Town Officials and Police Officers. The Police Department has the authority to close the event if the Lessee is found not to be in compliance with the Kite House Policies, Rules, and/or Regulations.

Section 15 - Yard Care

Parking should be limited to the edge of the gravel driveway. Do not park in the yards if they are wet and parking on them will cause damage. Any litter in yards after the event must be picked up before deposit is returned.

Vice Mayor Snow moved, second by Council member Dean, and carried to approve the Kite House Rental Agreement.

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

Motion carried (6 - 0 voice vote)

Kite House Usage Fee

TOWN OF ELKTON
FEES FOR USE OF KITE HOUSE

PURPOSE:

Set fees for usage of Kite House and define the criteria used to determine who may be granted reduced fee usage of Kite House.

FEES:

The following fees will be charged for usage of the Kite House:

1. $25.00 per hour up to four (4) hours for meetings only. (No food and meeting limited to one room.)

2. $250.00 for nine (9) hours for meetings with one meal served. (Limit one room and kitchen usage.)

3. $350.00 for all day. Includes use of entire bottom floor (minus storage areas) and front and rear yard.

4. Time to decorate outside of event time is $25.00 per hour.

5. Organizations wishing to use the House for regularly scheduled meeting (once a month) will pay $15.00 an hour if they pay for the entire year.

6. A deposit of $100.00 is required to reserve the House. This deposit will be returned after the event and the House has passed inspection for cleanliness and damage.

ELIGIBILITY FOR REDUCED RATES:

Reduced rate usage is permitted by approval of the Town Manager using the following guidelines:

1. If the organization is non-profit or tax exempt then the following shall apply:

    a. The organization will be charged a reduced fee of $75.00 for all day.

    b. An organization holding a fund raising event will be assessed a $1.00 per person charge. Total collected from this charge must be at least $75.00. (In this case, #2 will not apply.)

    c. The organization must be from the County of Rockingham or provide a direct benefit to the Town or County.

    d. A deposit is still required.

    e. An Elkton organization using the House for their regular monthly meeting will not be charged a fee with approval of the Town Council.

2. Any resident and/or group/organization of Elkton shall pay 50% of the above listed fees.

The following were added to the document:

• An Elkton organization using the House for their regular monthly meeting will not be charged a fee with approval of the Town Council.

• Any resident and/or group/organization of Elkton shall pay 50% of the above listed fees.

Following discussion, Council wished for the addition of the clause "Subject to Council approval, an assessed $1.00 per person charge for an organization holding a fund raising event may be waived."

Vice Mayor Snow moved, second by Council member McDaniel, and carried to approve the Fee Schedule.

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

Motion carried (6 - 0 roll call)

Rescue Squad Informal Meeting

Elkton Rescue Squad invited the Mayor and Council to a meeting on February 1, 2005 at 6:30 P.M. The date could be changed if it was inconvenient for Council. Mr. Donachy asked Council to respond in the next day or two.

Cemetery Commission

The Cemetery Commission will have an organizational meeting on January 26, 2005. Would Council desire a joint meeting at that time? Vice Mayor Snow preferred that Council only meet before holding a joint meeting.

Personnel Policy

Council member Workman moved, second by Council member McDaniel, to approve the Personnel Policy.

Mayor Printz stated he had a list of concerns from employees and to protect "confidentiality" he preferred to take the discussion into closed session. It was decided that a "generic" discussion was not closed session worthy. Numerous questions arose and there was a level of discomfort with some portions of the policy. As an example, compensatory time and deferred compensation resulted in a lengthy discussion. With unresolved issues, Council decided to set aside "dedicated time" for Personnel Policy discussion at the Committee Meetings on February 15, 2005.

COMMITTEE REPORTS

Electric

No report.

Finance

No report.

Personnel

No report.

Public Health, Public Safety, and Ordinances

Mayor Printz hopes to present a revised Loitering Ordinance.

Recreation

Until a policy or an agreement for Little League use of the Community Center is written and approved, the Batting Cage Committee will coordinate the activity with Mr. Donachy.

Keeping his pledge to some parents, Council member Pence asked if Elkton AAU could start scheduling their games after noon on Sundays. Council member Workman will follow up on the request.

Council member Dean moved, second by Vice Mayor Snow, and carried to direct the Town Manager to staff the Community Center with part-time help.

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

Motion carried (6 - 0 roll call)

Streets and Sidewalks

No report.

Water and Sewer

No report.

Planning Commission

An additional Public Hearing will be scheduled before they finalize the annexation rezoning.

Council member Workman discussed parking hazards at Chiefie's and Pee Wee Shifflett's.

Vice Mayor Snow asked Mr. Donachy to contact Norfolk-Southern Railroad for donation or lease of their property across from the coin operated laundry to be used for additional downtown parking.

Cemetery

A joint meeting is desired after Council discusses the issues again.

Charter Revisions Committee

Can now be deleted from the agenda.

Charter Revisions

Council member Sigafoose moved, second by Council member Pence, to delay action on the Charter revisions until everyone understood all the changes.

Council agreed to return a Burial Place for the Dead to the Charter, but remained at odds over the power of the Mayor to "oversee" the Police Department.

Mr. Donachy assured Vice Mayor Snow and Council that he could answer inquires about the proposed Charter as submitted by the Town Attorney.

YEAS: T. Pence and S. Sigafoose

NAYS: J. Dean, C. McDaniel, R. Snow, and P. Workman

Motion failed (4 - 2 roll call)

Council member Dean moved, second by Vice Mayor Snow, and carried to accept the Charter as written with the exception of restoring the language in the original Charter concerning a Burial Place for the Dead.

YEAS: J. Dean, C. McDaniel, R. Snow, and P. Workman

NAYS: T. Pence and S. Sigafoose

Motion carried (4 - 2 roll call)

Park Authority

No report.

Economic and Community Development Committee

Council member Workman announced the opening of Grace Flower and Art Shop.

Elkton Area Community Center Committee

The Committee will meet Wednesday. They will also meet with County representatives to discuss some issues.

Attorney Miller said the Industrial Development Authority is "ready to go whenever Council is ready to name members." Also, the boundary line adjustments for the Kite property and Countryside Market are ready.

Meetings

Mayor Printz set Tuesday, February 15 as the Committees work session.

Council member Dean moved, second by Council member Workman, and carried to move the Council meeting from February 21, 2005 to February 22, 2005 at 7:00 P.M.

YEAS: J. Dean, C. McDaniel, S. Sigafoose, R. Snow, and P. Workman

NAYS: T. Pence

Motion carried (5 - 1 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 to discuss real property.

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

Motion carried (6 - 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 2.1 of the Code of Virginia were heard, discussed, or considered. Council member Workman duly seconded the motion.

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

Motion carried (6 - 0 roll call)

Angler Contract

Council member Dean moved, second by Council member Pence, and carried that the Town Council approves the Angler Purchase and Sale Agreement Draft dated January 17, 2005, subject to Council's review.

YEAS: J. Dean, C. McDaniel, T. Pence, R. Snow, and P. Workman

NAYS: S. Sigafoose

Motion carried (5 - 1 roll call)

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

Mayor: _____
Wayne E. Printz, Mayor

Recorder: _____
Richard D. Carey, Clerk