Regular
Council Meeting
March 17, 2003

The regular meeting of the Elkton Town Council was held on March 17, 2003 in Council Chambers with Mayor Wayne E. Printz presiding. The following Council members were present:

PRESENT
J. T. Dean
C. H. Murphy
T. Pence
L. Sigafoose
R. L. Snow
P. Workman

Attorney Nathan Miller, Faye Vickers, Treasurer, Todd McCoy, Director of Public Works/Zoning Administrator, Richard Pullen, Chief of Police, and Richard Carey, Clerk of Council, were also present.

Council member Dean offered the Invocation.

The Pledge of Allegiance was recited.

CITIZEN COMMENTS

Mildred Shifflett, 112 West Spotswood Avenue, spoke in favor of Elkton Community Appreciation Day, but questioned the public's safety by holding the event so close to RT. 33. She suggested having the celebration in the Park during July 4th.

She asked Chief Pullen to post signs prohibiting bicycles and skateboards on the sidewalks on Spotswood Avenue. Her position on out-of-town water and sewer rates was not to lower them.

Hazel Crider, 114 Hillside, asked that Wirt Avenue be cleared of debris and a drainage solution found. Shed asked for the results of the feasibility study regarding the construction of a golf course. Mayor Printz responded there was a "yellow light" to consider options, which were being discussed with Town attorney Mr. Miller and Rick Norton, the author of the feasibility study. Council member Snow referred to the study as a "draft document" and did not want to discuss details of a working paper in order to avoid jeopardizing possible future land acquisition.

Larry Baugher, 116 Hill Avenue, speaking on behalf of EPIC's Autumn Days, requested the closing of "B" Street from Ashby to Terrace from 5:00 P.M., Friday, to 5:00 P.M., Sunday. A small portion of Henry Avenue would also be included.

EPIC's project of constructing steps from the hill to the Park will begin in Spring.

Debbie Fortier, Spotswood Avenue, spoke on behalf of Odell Crawford and requested a solution to the alleged drainage problem at Odell's Grocery.

Bill Holt, 508 - 4th Street, requested the Town to enforce the ordinance which prohibits bicycles on Town sidewalks.

Mayor Printz introduced Nalin Perera, a new member of our community from Sri Lanka.

Mayor Printz stated he recently entertained a physician from New York who may be interested in relocating his practice to Elkton.

MINUTES

Vice Mayor Murphy moved, second by Council member Snow, and carried to

approve the minutes of the Committee Meetings of February 20, 2003.

YEAS: J. Dean, C. Murphy, T. Pence, L. Sigafoose, R. Snow, and P. Workman

Motion carried (6 - 0 voice vote)

Vice Mayor Murphy moved, second by Council member Dean, and carried to approve the minutes of the Regular Council Meeting of February 24, 2003, the Special Committee Meeting of March 3, 2003, and the Committee Meetings of March 11, 2003.

YEAS: J. Dean, C. Murphy, T. Pence, L. Sigafoose, R. Snow, and P. Workman

Motion carried (6 - 0 voice vote)

DEPARTMENT HEAD REPORTS

Chief of Police

Chief Pullen presented his report. Council member Sigafoose's question regarding the best use of the police vehicles available was sent to committee. Council member Sigafoose stated he was trying to find a way to avoid purchasing a new police vehicle for FY 03-04. Mayor Printz stated there was merit in Council member Sigafoose's idea.

Council member Pence addressed the parking issue in Stonewall Park. He asked when the K-9 would arrive and Chief Pullen responded, "The end of April."

Council member Sigafoose asked that the bicycles on sidewalks issue be addressed at the next Public Safety Committee meeting.

Director of Public Works/Zoning Administrator

Mr. McCoy presented his report. Council member Sigafoose was advised that it would be the middle of March before the cost of snow removal would be available because the Town pays employees two weeks in arrears.

Treasurer

Mrs. Vickers reported $266,745.20 total cash available in General Government for the month ending February 2003. The Bond Account had an ending ledger balance of $48,550.83 for the same period.

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

YEAS: J. Dean, C. Murphy, T. Pence, L. Sigafoose, R. Snow, and P. Workman

Motion carried (6 - 0 voice vote)

COMMITTEE REPORTS

Electric

Connection rates were sent back to Committee. Council member Sigafoose was given permission to look into repairing the generator that sets on the West entrance of the Spotswood Avenue parking lot of the Municipal Building.

Finance

Council member Snow will set a work session.

Personnel

Vice Mayor Murphy deferred to New Business.

Public Health, Public Safety, and Ordinances

Mayor Printz will set a Public Safety meeting to discuss various issues. Blight properties and "shade tree mechanic" operations are pending, awaiting information from the attorney.

Streets and Sidewalks

Council member Workman stated ISTEA should begin late summer. The Finance Committee has the sidewalk priority list for budget preparation.

Water and Sewer

Council member Dean deferred to New Business.

Recreation

Greg Pinkerton will be moving, thereby creating a vacancy on the Recreation Commission. Council member Pence asked for names to be considered for appointment.

Council member Pence asked for a better accounting of the income from the Twirling Medallions and Mary-Liz Humphrey's dance programs.

Planning Commission

Mr. McCoy deferred to New Business.

Park Authority

Topics were covered earlier in the meeting.

OLD BUSINESS

CART Agreement

VEHICLE USE
AGREEMENT

THIS AGREEMENT is entered into this _____day of_____, 2003, between THE TOWN OF ELKTON, VIRGINIA, a Virginia municipal corporation (hereinafter called the "Town), and THE COMMUNITY ASSOCIATION FOR RURAL TRANSPORTATION, (hereinafter called "CART") with principal offices at _____.

IN CONSIDERATION of the mutual covenants and conditions in this Agreement, the Town and CART agree as follows:

1. Use of vehicle. The Town loans to CART and CART borrows from the Town the motor vehicle described as_____(hereafter the "vehicle") on a temporary daily basis further described herein. CART shall be entitled to use the vehicle as back-up to their two vehicles on an emergency basis and only if the Town is not in need of the vehicle.

2. Fees. The Town shall not charge a fee to CART for the use of the vehicle, but CART shall pay for the fuel it uses and shall replace any fuel that is used prior to returning the vehicle to the Town.

3. Insurance by Town. The Town certifies it has in force primary insurance coverage for the vehicle to be loaned to CART.

4. Insurance coverage by CART. CART certifies it has in force "Hired and Non-Owned Auto Liability" coverage which provides liability coverage on borrowed or leased vehicles. Additionally, CART has "Hired Car Physical Damage" coverage providing comprehensive and collision coverage on any hired or borrowed vehicles. CART shall list the Town as a beneficiary on its current insurance policies.

5. Operation of vehicle. CART shall not use or permit the use of the leased vehicle in a negligent or improper manner. Further, CART shall not operate the vehicle in violation of any law or so as to void any insurance covering the vehicle or permit the vehicle to become subject to any lien, charge, or encumbrance.

6. Driver of vehicle must be licensed. CART agrees that when using the vehicle it shall be driven at all times by a licenced qualified driver.

7. Risk of loss. CART shall bear all risk of damage or loss to the vehicle, or any portions of the vehicle, not covered by insurance.

8. Indemnity. CART agrees to indemnify the Town against all claims, losses, causes of action, and expenses, including attorney fees and legal expenses, arising from the use and operation of the vehicle.

9. Termination of agreement. This Agreement shall terminate upon either party giving the other party thirty (30) days' written notice. Notice to the Town shall be to_____ at _____. Notice to CART shall be to _____at_____.

10. Choice of law. This Agreement shall be governed exclusively by its provisions and by the laws of the Commonwealth of Virginia, as amended.

11. Severability. In the event any provision of this Agreement be held to be void or unenforceable, all the other provisions hereof shall nevertheless continue in full force and effect.

12. Amendments. This Agreement may be amended or canceled only by a written agreement signed by both of the parties. The failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of the right to insist upon performance of such provisions or of any other provisions of this Agreement at any time whatsoever.

13. Entire Agreement. This Agreement contains the entire understanding between the parties, and there are no oral or written promises, inducements or Agreements whatsoever between them, except as provided herein.

14. Cooperative drafting of agreement. The parties agree that they have worked cooperatively in drafting this Agreement. Therefore, the parties have agreed that the rule which provides that ambiguities shall be construed against the drafter of the document shall not apply to this Agreement.

15. Assignment. Neither party shall have the right, power or authority to assign their rights and obligations under this Agreement.

The parties have caused this Agreement to be executed as of the day and year first above written.

The Town of Elkton, Virginia

By:_____(SEAL)
Mayor of the Town of Elkton

The Community Association for Rural Transportation

By:_____(SEAL)
Its:_____

Council authorized Mayor Printz to sign the Agreement.

NEW BUSINESS

CD-Repo Account

Council member Snow moved, second by Council member Dean, and carried to rollover the Repo Account CD.

YEAS: J. Dean, C. Murphy, T. Pence, L. Sigafoose, R. Snow, and P. Workman

Motion carried (6 - 0 voice vote)

CD-Recreation Center

Sent back to committee.

Resolution to Change Bond Interest Rates

Mayor Printz requested a discussion in closed session.

Out-of-Town Water and Sewer Connection Fees - First Reading

Council member Dean moved, second by Council member Sigafoose, and carried that out-of-town water and sewer connections be set at: water, $1,800.00 and sewer, $2,200.00. All costs to the Town of Elkton be paid by person, or persons, requesting these connections.

Council member Dean stated: "This is being done, I reckon you can call it to mend fences with the County, to help speed up the annexation process. This seems to be a stumbling block for them. Council has agreed to bring this forth in an effort to speed the annexation process up. I presented the motion and I'm waiting on a vote."

Council member Dean reminded Council that the out-of-town moratorium is still in effect.

YEAS: J. Dean, C. Murphy, T. Pence, L. Sigafoose, R. Snow, and P. Workman

Motion carried (6 - 0 roll call)

Special Exception Request - ShenElk Enterprises, LLC

Council member Sigafoose asked that the request be sent back to committee. Council members Snow and Workman objected.

Council member Workman moved, second by Council member Snow, and carried to accept the Planning Commission's recommendation to permit ShenElk Enterprises, LLC to

construct mini storage units at ShenElk Plaza (131-B1, A, 1A).

The discussion following the motion had Council members Sigafoose, Pence, and Murphy asking questions, which included the exact location and number of units, the size, the design, and how close to Town property the units would be constructed. Council member Workman said, "The Planning Commission looked into this and these guys don't see any problems with it and they recommend approval. We got an outstanding citizen that's told Todd what they're gonna look like and somewhere along the line we gotta trust in people and get some of this stuff done. We can't keep putting stuff back to discuss it, discuss it, discuss it. We got annexation comin' up, we got budget comin' up - some of these things we gotta take peoples' word for it. If we second guess the Planning Commission, then what are we doin' here? We got to move on. That's all I have to say."

Council member Snow stated that Council does not have the authority to tell them how it should look. He trusted them to construct aesthetically pleasing buildings as "they would be stupid not to."

Council member Pence stated, "I know we can't determine that and I'm not gonna sit on this Council and not discuss what I think should be and not be. I think it is my right plus the right of the Town citizens to see what's done there. That's why we discuss it. That's my opinion." He added he was not saying he was opposed to the Special Exception. He just wanted to know how it was going to look.

Mr. McCoy reminded Council that other mini storage units had been approved by Council and they set just across the railroad tracks from the area under discussion

YEAS: R. Snow, J. Dean, P. Workman, T. Pence
NAYS: L. Sigafoose, C. Murphy

Motion carried (4 - 2 roll call)

Code Book Revisions

Council member Snow moved on a First Reading, second by Council member Dean, and carried to approve the following:

AMENDMENT

to Residential Zoning District R-5
Section 110-606E (Lot Regulations)
of the Code of the Town of Elkton, Virginia

First Reading March 17, 2003

1. Sections [1] and [2] in Paragraph (1)(d) of Section 110-606E, of the Code of the Town of Elkton, Virginia, regarding Main Building side yard setback are hereby amended to read as follows:

   "(d) Side yard:
   [1] One Side: 5 feet
   [2] Two Sides: 15 feet."

In all other respects not herein amended the Code of the Town of Elkton, Virginia shall remain unchanged and in full force and effect.

YEAS: L. Sigafoose, R. Snow, J. Dean, P. Workman, T. Pence
ABSTAIN: C. Murphy

Motion carried (5 - 1 roll call)

Council member Dean moved on a First Reading, second by Council member Snow, and carried to amend the following:

AMENDMENT

to Residential Zoning District R-6
Section 110-607E (Lot Regulations)
of the Code of the Town of Elkton, Virginia
First Reading March 17, 2003

I. Paragraph (1)(b) of Section 110-607E, of the Code of the Town of Elkton, Virginia, regarding Main Building setbacks is hereby amended to read as follows:
"(b) Setback: 25 feet."

II Sections [1] and [2] in Paragraph (1)(d) of Section 110-607E, of the Code of the Town of Elkton, Virginia, regarding Main Building side yard setbacks are hereby amended to read as follows:
"(d) Side yard:
[1] One Side: 5 feet
[2] Two Sides: 15 feet."

In all other respects not herein amended the Code of the Town of Elkton, Virginia shall remain unchanged and in full force and effect.

YEAS: L. Sigafoose, R. Snow, J. Dean, P. Workman, T. Pence
ABSTAIN: C. Murphy

Motion carried (5 - 1 roll call)

Employee Health Benefits

Vice Mayor Murphy requested a discussion in closed session.

Reappoint Todd McCoy as Director to VMEA

Council member Snow moved, second by Council member Dean, and carried to reappoint Todd McCoy as director to the Virginia Municipal Electric Association for the Town of Elkton.

YEAS: J. Dean, C. Murphy, T. Pence, L. Sigafoose, R. Snow, and P. Workman

Motion carried (6 - 0 voice vote)

Schedule Meetings

Mayor Printz set the following meeting dates:

Tuesday, April 8 - Finance work session at 6:00 P.M.
Wednesday, April 16 - Committee meetings at 6:00 P.M.
Monday, April 21 - Council meeting at 7:00 P.M.

Council member Dean moved, second by Council member Pence, and carried to close "B" Street from Ashby to Terrace, plus the turn around area on Henry Avenue, from 5:00 P.M., Friday to 5:00 P.M., Sunday for EPIC's Autumn Days event.

YEAS: J. Dean, C. Murphy, T. Pence, L. Sigafoose, R. Snow, and P. Workman

Motion carried (6 - 0 voice vote)

Vice Mayor Murphy moved, second by Council member Dean, and carried to go into closed session under Virginia Code 2.2-3711 to discuss personnel matters, and under 15.2-2907D to discuss annexation and consultation with legal counsel.

YEAS: J. Dean, C. Murphy, T. Pence, L. Sigafoose, R. Snow, and P. Workman

Motion carried (6 - 0 roll call)

Vice Mayor Murphy 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, C. Murphy, T. Pence, L. Sigafoose, R. Snow, and P. Workman

Motion carried (6 - 0 roll call)

Bond

Vice Mayor Murphy moved, second by Council member Sigafoose, and carried to approve the resolution of the Town Council authorizing the Modification of the Interest Rate of Series 2002 General Obligation Bonds for $2,000,000.00 as presented.

RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF ELKTON, VIRGINIA
AUTHORIZING THE MODIFICATION OF THE
INTEREST RATES OF SERIES 2002
GENERAL OBLIGATION BONDS
FOR $2,000,000.00

WHEREAS, the Town Council of the Town of Elkton, Virginia (the "Town), adopted a motion on January 21, 2002 authorizing the publication of a notice of a Public Hearing for the issuance of the Town's General Obligation Bond (the "Bond") to finance the cost of acquisition of real estate and the acquisition and/or construction of a community center (the "Project") and;

WHEREAS, the Town Council by a resolution on the 18th day of February and by a second resolution on the 18th day of March, 2002, approved the issuance of and execution of two (2) certain Bonds entitled "United States of America, Commonwealth of Virginia, Town of Elkton General Obligation Capital Improvement Bonds, Series 2002, Bond No. R-1 and No. R-2," using the full faith and credit of the Town of Elkton for the repayment of said Bonds for One Million Dollars ($1,000,000.00) each, respectively to Rockingham Heritage Bank and Farmers & Merchants Bank of Timberville.

WHEREAS, the Town has now negotiated with the lenders, Rockingham Heritage Bank and Farmers & Merchants Bank of Timberville, to obtain a more favorable interest rate and adjust the term of repayment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ELKTON, VIRGINIA THAT:

(1) The term of the above-referenced outstanding Bonds issued to Rockingham

Heritage Bank and Farmers & Merchants Bank of Timberville, Virginia, for One Million Dollars ($1,000,000.00) each and said Notes being executed on March 22, 2002, is adjusted from a twenty-five (25) year term to a twenty (20) year amortization from the date of issue, March 22, 2002.

(2) The rate of interest on the above-referenced outstanding Bonds issued to Rockingham Heritage Bank and Farmers & Merchants Bank of Timberville, Virginia, for One Million Dollars ($1,000,000.00) each and said Notes being executed on March 22, 2002, hereby be reduced from 5% per annum to 3.80% per annum for the remaining twenty (20) year term calculated on an accrual basis for 30/360 days. The bonds remain subject to mandatory call on July 15, 2012.

(3) The bonds will be amortized over the original twenty (20) year term with the interest adjustment commencing March 22, 2003.

(4) The Mayor and such other Town officials shall take such other actions and execute such other documents as may be required to implement this resolution and perform the terms and conditions set out in the Bond Loan Term Sheet dated February 19, 2003 prepared by the Lenders, Rockingham Heritage Bank and Farmers & Merchants Bank of Timberville.

(5) In all other respects the Town reaffirms all terms, conditions and obligations as set out in the initial Bond documents executed by the Town on March 22, 2002.

YEAS: J. Dean, C. Murphy, T. Pence, L. Sigafoose, R. Snow, and P. Workman

Motion carried (6 - 0 roll call)

Employee Health Benefits

Vice Mayor Murphy moved, second by Council member Dean, and carried to approve to continue health care coverage with Cost Alliance with Dental for the period July 1, 2003 to June 30, 2004.

YEAS: J. Dean, C. Murphy, T. Pence, L. Sigafoose, R. Snow, and P. Workman

Motion carried (6 - 0 roll call)

Appointment to the Cemetery Commission

Council member Pence moved, second by Council member Snow, and carried to appoint M. Lee Dearing to serve on the Cemetery Commission.

YEAS: J. Dean, C. Murphy, T. Pence, L. Sigafoose, R. Snow, and P. Workman

Motion carried (6 - 0 voice vote)

Council member Dean stated the negotiations with Granville Life are on-going. Mr. Life wants to speak with those who currently are served by the well to inform them what is being considered and how it will affect them. The well will be pumped before it is purchased and those who now use the well will be reconnected to the Town system without charge. It is hoped the well will produce at least 200 gallons a minute. Council member Dean stated we already have a 15 feet right-of-way from an adjoining property owner. They will be charged the Town rate for water.

As there was no further business, the meeting adjourned.

MAYOR: _____
Wayne E. Printz, Mayor

RECORDER: _____
Richard D. Carey, Clerk