Regular
Council Meeting
February 20, 2006

The regular meeting of the Elkton Town Council was held in Council Chambers on February 20, 2006 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 (Excused)

Town Attorney Nathan Miller, Town Manager Dennis R. Donachy, Treasurer Clairen Sipe, Economic Development Director Emily Burner, 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

Mike O'Neill, 425 East Rockingham Street, researched previous minutes as they related to Robert Hall and his hiring as an investigator with the Elkton Police Department. He believed Mr. Hall's employment was inconsistent with Section 45 of the Elkton Charter and Sections 27-4 and 27-5 of the Elkton Code. He found no record of authorization to set Mr. Hall's salary and he was curious if the hiring violated EEOC requirements. Mr. O'Neill stated employees should be audited to ascertain who was following procedures and adhering to the Charter and Code. Mr. O'Neill was disturbed that more of Attorney Tom Miller's presentation at the January 30, 2006 public hearing was not recorded in more detail. Was it due to censorship or was someone's personal agenda threatened by Attorney Tom Miller's arguments regarding procedures to amend Charters? In his summary, Mr. O'Neill questioned the benefit of an "undercover officer"; accused Council of doing "too much too fast"; stated the errors in the Charter discovered by the public should have been corrected by the Town Attorney and Council; named Council as the culprits in the on-going struggle with the Mayor; and cautioned Council not to renegotiate or extend the current Town Manager's contract before the election.

Seth McGuffin was present to represent the Elkton Downtown Revitalization Corporation (EDRC). The office is located at 405 West Spotswood Trail, with an e-mail address of edrc@verizon. Net. EDRC follows a four step approach as developed from the Virginia Main Street Program. He briefly described organization, economic restructuring, promotion, and design.

Bobby Shifflett, 301 West Summit Avenue, made Council aware of high electric bills.

Hazel Crider, 114 Hillside, asked the status of the Charter. She read on the Internet that the House had acted, but could not find where the Senate had done the same. She also hoped to have a hard copy of the final Charter. It was rumored that all the locks in the Municipal Building were changed. If so, why? When was it discussed? Who authorized the project and at what cost? She requested, for safety concerns, that all new police vehicles be marked.

Bill Wilson was present to speak for Lorraine Smith who lives at 214 West Spring. Mrs. Smith has an on-going sewer problems and she sought relief and assistance from the Town.

Lee Dearing, 124 North Street, commented on the recent property reassessments. Mr. Dearing inquired if Town employees were required to submit a disclosure form. He was suspicious of possible conflicts of interest involving some Town employees. Attorney Miller stated he is required annually to submit elected officials only to disclosure forms, but he did advise Mr. Dearing that the Town could commence its own regulations for Town employees. He was concerned with the Town's association with Angler, whose Board members were unknown because it was, and is, a private company. This led Mr. Dearing into the Resolution between the Town of Elkton and the County of Rockingham regarding boundary line adjustments, specifically Voluntary Monetary Contributions, paragraphs 4, 5, and 6. He submitted the agreement was simply "tax evasion" for Angler because the Town of Elkton was channeling Anger money to the County. His personal experience was the Town did not "help all contractors this way by helping a private developer get his building permits."

Margaretta Dean Isom, 434 Wirt Avenue, accused Council of being "too forward looking" by concentrating on the population to come at the expense of the life-long and long-term residents of the Town. As she has campaigned, people want answers to why Council has approved so many millions of dollars in loans and put the Town deeper and deeper in debt. She agreed with Bobby Shifflett that there must be problems with the reading of electric meters or the billing for usage of electricity. She stated the "Town was willing to go the distance for Angler to buy up the Town" but could not act to assist the residents who faced disconnection of service because they could not pay increased electric costs. She questioned the "urgency" of a select group of Council members who attended the Charter consideration in Richmond. She also asked why an expensive four-wheel drive Tahoe was purchased for the Police Department.

Larry Baugher, 116 Hill Avenue, represented EPIC and requested the closing of "B" Street from Ashby to Terrace, a portion of Henry Avenue, all of Warren, and the paved alley at the Elementary School for Autumn Days.

CONSENT AGENDA

Consent Agenda
February 20, 2006

MINUTES

•Committee Meetings – January 10, 06
•Regular Council Meeting – January 16, 2006
•Emergency Council Meeting – January 25, 2006
•Public Hearing – January 30, 2006
•Special Council Meeting – January 30, 2006
•Public Hearing (Re-Opened) – January 30, 2006
•Special Council Meeting (Re-Opened) – January 30, 2006
•Emergency Council Meeting (Reconvened) – January 30, 2006
•Work Session – February 6, 2006
•Public Hearing (Reconvened) – February 8, 2006
•Special Council Meeting – February 8, 2006

REPORTS

•Chief of Police
•Public Works

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

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

Motion carried (5 – 0 roll call)

TREASURER'S REPORT

Treasurer Sipe reported an ending ledger balance of $675,400.71 for General Government for the month of January 2006. Designated money was $461,822.64, leaving total cash available of $213,578.07.

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)

TOWN MANAGER'S REPORT

Purchasing Ordinance – Second Reading

AN ORDINANCE TO AMEND CHAPTER 31 (PURCHASING) OF THE CODE OF THE TOWN OF ELKTON BY ADDING SECTIONS TO SET PROCEDURES FOR THE EXPENDITURE OF TOWN FUNDS

WHEREAS, the current Charter outlines procedures for appropriation of funds by Council; and

WHEREAS, it is the intention of Town Council to update the Charter; and

WHEREAS, the current expenditure levels are outdated and too restrictive for today's required purchases; and

WHEREAS, the Town population will soon be at a level where it will be required to adopt the Virginia Procurement Act standards;

BE IT ORDAINED, by the Town Council of Elkton, Virginia, that Chapter 31 (Purchasing) of the Code of the Town of Elkton, is hereby amended as follows:

1. Add Section 31-3 as follows:

   § 31-3. Virginia Procurement Ac t(§2.2-4300 thru §2.2-4377)

   The Town of Elkton hereby adopts the policies and procedures, mutatis mutandis, of the Virginia Procurement Act.

2. Section 31-1 is hereby amended by changing the following wording:

   §31-1. Signed purchasing order required.

   No purchases for or on behalf of the town shall be made unless an order is drawn upon a purchasing form, in duplicate, with one copy given to the Town Treasurer. The Treasurer shall not pay any bill unless he or she has one of the copies of the purchasing order properly signed by the *Department Head and approved for final payment by the Town Manager or his/her designated representative* ~~Chair of the council committee in question, or other person who may have the authority to sign it.~~

3. Add Section 31-4 as follows:

   §31-4. Spending Limits/Procedures.

Department Heads may authorize expenditures within the Department's budget: provided such expenditures do not exceed $5,000. The Council must approve expenditures over $5,000 unless there is an emergency associated with the Ton's services to its residents. In the event of such an emergency, the Chair of the appropriate council committee may approve such expenditures and the Council shall be notified of such emergency at its next scheduled meeting. The Council must approve any further needed expenditures associated with the emergency.

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

Adopted by the Town Council of the Town of Elkton this ____ day of _____, 2006

_____
Mayor

_____
Clerk of Council

Approved this _____ day of _____, 2006

_____
Mayor

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

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

Motion carried (5 – 0 roll call)

Joint Public Hearing – Boundary Line Adjustment Properties

Council set the public hearing for Monday, March 20, 2006 at 6:00 P.M.

Closing "C" Street from Ashby Avenue to Terrace Avenue

The Rockingham County School Board requested the closing in order to place mobile units.

Council member Dean moved, second by Council member Pence, to close "C" Street as requested.

During discussion, Vice Mayor Snow requested the time be set for the required public hearing. The motion and second were withdrawn until after the public hearing, which was set for Monday, March 20, 2006 at 6:30 P.M.

Industrial Development Authority – Organizational Meeting

Mayor Printz set March 14, 2006 at 6:00 P.M. as the time for this meeting.

Resolution on Mary Elizabeth Kite Property

RESOLUTION TO SUBSTITUTE COLLATERAL FOR DEBT TO MARY ELIZABETH KITE

WHEREAS, the Town of Elkton purchased 133.30 acres of real estate located in the Town from Mary Elizabeth Kite pursuant to an agreement dated September 10, 1998;

WHEREAS, the Town agreed to pay Mary Elizabeth Kite Six Hundred Sixty Seven Thousand, Four Hundred Seventy-Seven and 50/100 Dollars ($667,477.50), together with the interest thereon at the rate of Seven and One-half percent (7 ½%) per annum, said interest being payable monthly, in advance, beginning February 1, 1999 and continuing monthly payable to the Trustees during the lifetime of the beneficiary of the Trust and upon the death of Mary Elizabeth Kite the balance of said obligation shall be forgiven;

WHEREAS, the annual payments were secured by a Deed of Trust dated February 1, 1999 encumbering the 133.30 acres;

WHEREAS, the Town has now entered into agreement with Angler Broadlands, LLC ("Angler") to develop certain properties of the Town, including the Mary Elizabeth Kite tract of 133.30 acres and that agreement requires the Town to convey the property to Angler free and clear of liens;

WHEREAS, Mary Elizabeth Kite has agreed to release her Deed of Trust now encumbering the 133.30 acres tract and accept as substitute collateral to secure the Town's obligation to her; the Kite house and 4.805 acres, more or less, a plat of which is attached to and made a part of this Resolution, plus a pledge of the full faith and credit of the Town of Elkton to honor and continue to pay the annual obligation to Mary Elizabeth Kite;

NOW, THEREFORE BE IT RESOLVED, that the Town of Elkton does hereby agrees as substitute collateral to grant to Mary Elizabeth Kite a Deed of Trust on the Kite house and 4.805 acres, more or less, subject to the stipulation that the Deed of Trust could be subordinated to a first Deed of Trust of a reasonable amount as agreed to by the parties, which Deed of Trust will secure the Town's payment to Mary Elizabeth Kite pursuant to the original purchase agreement; and further, the Town does hereby pledge its full faith and credit to guarantee said payment in addition to the Deed of Trust on the Kite house and lot.

FURTHER RESOLVED, that the Town attorney is directed to prepare the appropriate legal documents to implement the substitution of collateral in furtherance of this resolution.

Given under my hand this_____day of_____, 2006:

_____
Wayne E. Printz, Mayor

ATTEST:

_____
Clerk, Town Council

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

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

Motion carried (5 – 0 roll call)

County Boundary Line Adjustment Agreement

RESOLUTION TO APPROVE THE AGREEMENT BETWEEN ROCKINGHAM COUNTY, VIRGINIA AND THE TOWN OF ELKTON, VIRGINIA REGARDING PROPERTIES SUBJECT TO BOUNDARY LINE ADJUSTMENTS

WHEREAS, the Town of Elkton and the County of Rockingham have held public hearings and have agreed to boundary line adjustments, subject to approval by the Circuit Court of Rockingham County, for the following properties: Hiram Kite, Leasco, LP, R. E. Fields, Jr. and June R. Dean; Hom Kear and Heak Kear; and David A. Taylor and Margie S. Taylor.

WHEREAS, the Town and County have agreed to certain additional terms, conditions and proffers relative to the boundary line adjustments which are set out in a contract between the County of Rockingham and the Town which contract is attached to and made a part of this Resolution;

WHEREAS, the Town Council has found it in the best interests of the Town to execute the agreement with the County in order to conclude the boundary line adjustment between the County of Rockingham and the Town;

NOW, THEREFORE BE IT RESOLVED, that the Town Council does hereby approve the County of Rockingham and the Town collateral agreement relative to the above-referenced boundary line adjustments and does further authorize the execution of the agreements and directs the Town attorney to file such motions in the Circuit Court of Rockingham County as may be necessary to obtain court approval to conclude the boundary line adjustments pursuant to the County and Town Agreements, state and local laws and ordinances.

Given under my hand this _____ day of _____, 2006:

_____
Wayne E. Printz, Mayor

ATTEST:

_____
Clerk, Town Council

Explaining the $6,000.00, Mr. Donachy stated, "Everything that was in here, to include the questionable $6,000.00, that was part of the negotiation, that is not a pass-through money just so that somebody can get something. It was the Town's support of

the school system. That money is going to the schools." He added another $1,500.00 will be set aside to benefit fire and rescue and police. Need will be considered at budget time to determine how that money will be appropriated.

Mayor Printz wanted 7, 8, 9, and 10 sent back to Committee "because I'm not so sure that everybody knows what's happened here." Mr. Donachy explained, "When an individual comes in to get a zoning permit from the Town, he will give us $9,500.00. Then, when they go to the County, we will take $4,000.00 of that $9,500.00 and give it to the County. It's all Angler money. We are not purchasing the building permits for them."

Vice Mayor Snow moved, second by Council member Dean, and carried to adopt the resolution for the County/Town Agreement on all boundary line adjusted properties.

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

Motion carried (5 – 0 roll call)

Angler Boundary Line Adjustment Agreement

ANGLER BROADLANDS, LLC
DEVELOPMENT AGREEMENT

This Agreement, made on January 2, 2006 by and between Angler Broadlands, LLC, a Virginia limited liability company ("Angler), and the Town of Elkton, Virginia, a Virginia municipal corporation ("Town"),

RECITALS:

A. The Town of Elkton and the County of Rockingham ("County") are experiencing significant economic growth in the Elkton and the east Rockingham County community.

B. The Parties are jointly working to address numerous issues that have arisen as a result of this fast economic growth and Angler proposed development.

C. The referenced growth has spawned several "Projects" to be addressed by the Parties as follows:

(1) Hiram Kite Property

a. The boundary line between the County and the Town is presently adjacent to parcels of land owned by Hiram Kite, located adjacent to the existing eastern corporate limits of the Town of Elkton, Virginia, north of Mt. Pleasant Road, Stonewall District, Rockingham County, Virginia, consisting of 115.915 acres, more or less.

b. As shown on a plat of the subject parcel made by Hal T. Benner, dated October 26, 2005, a copy of which is attached hereto as Exhibit A, the boundary line is situated so that the parcels belonging to Hiram Kite are in the County.

TOWN OF ELKTON, VIRGINIA AND

c. Hiram Kite desires to have water and sewer service from the Town of Elkton for the parcels shown in Exhibit A.

d. The County and the Town, pursuant to authority granted to each of them under Title 15.2, Chapter 31, Article 2 of the Code of Virginia (1950), as amended, have agreed

to change the boundary line between them at the subject parcels in order that the Town may provide water and sewer service to these parcels. The County and the Town wish to set forth their agreement herein.

(2) Hom Kear and Heak Kear

a. The boundary line between the County and the Town is presently adjacent to parcels of land owned by Hom Kear and Heak Kear, on the West side of North East Side Highway, just north of the Town of Elkton.

b. As shown on a plat of the subject parcel made by Michael W. Mars, L.S., dated March 17, 2005, a copy of which is attached hereto as Exhibit A, the boundary line is situated so that the parcels belonging to Hom Kear and Heak Kear are in the County.

c. Hom Kear and Heak Kear desire to have water and sewer service from the Town of Elkton for the parcels shown in Exhibit A.

d. The County and the Town, pursuant to authority granted to each of them under Title 15.2, Chapter 31, Article 2 of the Code of Virginia (1950), as amended, have agreed to change the boundary line between them at the subject parcels in order that the Town may provide water and sewer service to these parcels. The County and the Town wish to set forth their agreement herein.

(3) Leasco, L.P., R. E. Fields, Jr. and June R. Dean

a. The boundary line between the County and the Town is presently adjacent to parcels of land owned by Leasco, L.P., R. E. Fields, Jr. and June R. Dean, on the southeastern side of Newtown Road (Route 759), Stonewall District, Rockingham County, Virginia.

b. As shown on a plat of the subject parcel made by Hal T. Benner, dated October 26, 2005, a copy of which is attached hereto as Exhibit A, the boundary line is situated so that the parcels belonging to Leasco, L.P., R. E. Fields, Jr. and June R. Dean are in the County.

c. Leasco, L.P., R. E. Fields, Jr. and June R. Dean desire to have water and sewer services from the Town of Elkton for the parcels shown in Exhibit A.

d. The County and the Town, pursuant to authority granted to each of them under Title 15.2, Chapter 31, Article 2 of the Code of Virginia (1950), as amended, have agreed to change the boundary line between them at the subject parcels in order that the Town may provide water and sewer service to these parcels. The County and the Town wish to set forth their agreement herein.

(4) David A. Taylor and Margie S. Taylor

a. The boundary line between the County and the Town is presently adjacent to parcels of land owned by David A. Taylor and Margie S. Taylor, located east of the current corporate limits of the Town of Elkton, Virginia, along Mt. Pleasant Road to Tanyard Bridge Road and generally northeast of Elk Run, Stonewall District, Rockingham County, Virginia.

b. As shown on a plat of the subject parcel made by Hal T. Benner, dated October 26, 2005, a copy of which is attached hereto as Exhibit A, the boundary line is situated so that the parcels belonging to David A. Taylor and Margie S. Taylor are in the County.

c. David A. Taylor and Margie S. Taylor desire to have water and sewer service from the Town of Elkton for the parcels shown on Exhibit A.

d. The County and the Town, pursuant to authority granted to each of them under Title 15.2, Chapter 31, Article 2 of the Code of Virginia (1950), as amended, have agreed to change the boundary line between them at the subject parcels in order that the Town may provide water and sewer service to these parcels. The County and the Town wish to set forth their agreement herein.

(5) New Elkwood – 367 lot subdivision located on U.S. Route 340 to be developed by Angler.

Now, therefore, for the following mutual and sufficient considerations the Parties agree:

1. The recitals are hereby made a part of this Agreement.

2. Angler will make available and convey to the Town of Elkton, or its assigns, a tract of real estate for a school site which tract has been deemed acceptable by both the County and the Rockingham County School Board upon the following conditions:

a. The school site property shall contain approximately twenty (20) acres located and fronting on U.S. Route 340, northwest of the Town of Elkton and encompassed in the new Elkwood Development and more particularly described on Exhibit "A" attached.

b. Angler will provide or have made available to the Town of Elkton, or its assigns, up to $150,000 to be used for the construction of a retaining wall along the school site as required by final engineering drawings and site plan approval by the Town and Angler.

c. Angler will for the Town of Elkton, or its assigns, have the school site graded to a six inch, plus or minus, level based on the approved site plan.

d. Angler will provide or cause to be provided to the Town of Elkton, or its assigns, a level one environmental study of the school site prepared by _____ and dated _____.

3. Angler agrees to proffer to the Town of Elkton [to be provided by Angler].

4. This Agreement has been prepared, executed and shall be construed under the laws of the Commonwealth of Virginia, excluding conflict of laws provisions. All rights and obligations of the Parties hereunder shall inure to the benefit of and be binding upon their respective heirs, successors and assigns. This Agreement may not be modified or altered in any respect except by a written agreement executed by the Parties.

5. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all together will constitute one document. The delivery by facsimile of an executed counterpart of this Agreement will be deemed to be an original and will have the full force and effect of an original executed copy.

6. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision hereof will not affect the validity or enforceability of any of the other provisions hereof. If any provisions of this Agreement, or the application thereof to any person or any circumstance is illegal, invalid, or unenforceable, (a) a suitable and equitable provision will be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected by

such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof in any other jurisdiction.

7. All terms, conditions, representations and warranties set forth in this Agreement or in any instrument, certificate, opinion, or other writing providing for in it, will survive the closing and the delivery of the shares of the common stock to be issued hereunder at the closing for a period of one year after closing.

8. This Agreement will not be assignable by operation of law and any attempted assignment of this Agreement in violation of this subsection will be void unless agreed to in writing by all Parties to this Agreement.

9. The Parties agree to approve such actions and execute those documents necessary and required to implement this Agreement.

WITNESS the following signatures and seals to this Agreement on the date first above written.

ANGLER BROADLANDS, LLC

By: _____
Its: _____

TOWN OF ELKTON, VIRGINIA

By: _____
Mayor

ATTEST:

_____
Clerk, Town Council

COMMONWEALTH OF VIRGINIA
COUNTY OF ROCKINGHAM, to-wit:

The foregoing instrument was acknowledged before me this ___ day of January, 2006, by _____, _____, of Angler Broadlands, LLC, a Virginia limited liability company, on behalf of the company.

My commission expires:_____.

_____
Notary Public

COMMONWEALTH OF VIRGINIA
COUNTY OF ROCKINGHAM, to-wit:

The foregoing instrument was acknowledged before me this ___ day of January, 2006, by _____, Mayor of the Town of Elkton, Virginia

and attested by _____, Clerk of the Town Council, on behalf of the Town.

My commission expires:_____.

_____
Notary Public

Mayor Printz encouraged Council to send the Agreement back to Committee to discuss details in the language. After a lengthy and often confusing discussion, the Council agreed to with Vice Mayor Snow to move this item to the end of tonight's meeting.

Resolution to Establish East Rockingham Community Fund Committee

RESOLUTION TO ESTABLISH EAST-ROCKINGHAM COMMUNITY FUND COMMITTEE

WHEREAS, the mission of East-Rockingham Community Fund is to create facilities that will serve the communities of Elkton, Virginia and East Rockingham County by developing children and adults through organized programs that encourages physical fitness, educational and social development.

WHEREAS, the Advisory Committee of East-Rockingham Community Fund desires to establish an endowed tax exempt fund to support its mission;

WHEREAS, the Advisory Committee wishes to assure the community and other donors to this endowed fund that distributions made from donations will provide on-going annual support for the mission and that funds will not be re-directed to other purposes of the Town of Elkton; and

WHEREAS, the The Community Foundation of Harrisonburg & Rockingham County provides effective stewardship of philanthropic assets contributed by donors who wish to enhance the quality of community life; and

WHEREAS, the Foundation has agreed to administer the endowed fund, distributions from which shall be used to support the mission of East-Rockingham Community Fund on an on-going basis;

WHEREAS, the Advisory Committee of East-Rockingham Community Fund desires that its committee become and be designated as a standing committee of the Town of Elkton, Virginia in order that it qualifies for tax exempt status;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Elkton does hereby create a standing committee entitled "East-Rockingham Community Fund Committee"; and

FURTHER, RESOLVED, that the East-Rockingham Community Fund Committee is hereby authorized to execute on its behalf a fund agreement and such other documents as may be necessary to create the East-Rockingham Community Fund as a component fund of The Community Foundation of Harrisonburg & Rockingham County; and,

BE IT FURTHER RESOLVED, that the East-Rockingham Community Fund Committee is further authorized to develop a set of bylaws and rules and regulations for operating the committee as a fundraising committee for East-Rockingham County.

Given under my hand this ___ day of _____, 2006.

_____
Wayne E. Printz, Mayor

ATTEST:

_____
Clerk, Town Council

Council member McDaniel moved, second by Vice Mayor Snow, and carried to accept the resolution as present.

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

Motion carried (5 – 0 voice vote)

Resolution Authorizing Petition of the Circuit Court of Rockingham County to Request Modification of the May 2006 Ballot for Town Elections; Petition to Modify a General Election Ballot; Order Modifying Ballot

VIRGINIA: IN THE CIRCUIT COURT OF ROCKINGHAM COUNTY

IN RE: COUNCIL OF THE TOWN OF ELKTON, VIRGINIA;
MODIFICATION TO THE GENERAL ELECTION BALLOT
FOR THE ELECTION SCHEDULED FOR May 2, 2006

PETITION TO MODIFY A GENERAL
ELECTION BALLOT

Comes the Town of Elkton, Virginia and requests leave to modify a general election ballot, as follows:

Whereas, Lucky Sigafoose passed away while serving as a member of the Town Council of the Town of Elkton.

Whereas, Clyde McDaniel was appointed by the Town Council to fill the vacancy of Lucky Sigafoose pursuant to the Town Charter and Code until the next regular election.

Whereas, under current law the Elkton citizens can only vote for three (3) candidates and the candidate receiving the fourth highest number of votes in the general election scheduled for May 2, 2006 will be elected to fill the unexpired term of the vacated seat.

Whereas, the Town Council has by resolution attached determined that it is in the best interest of the voters of the Town of Elkton to petition the Circuit Court of Rockingham County to modify the May 2, 2006 ballot so that the voters of the Town of Elkton will be permitted to vote for four (4) candidates for the Town Council in the general election and that the three (3) candidates receiving the greatest number of votes shall fill the full terms that are regularly scheduled for election and the candidate receiving the fourth highest number of votes will fill the unexpired term of the vacated seat.

NOW, THEREFORE the Town of Elkton, Virginia, by counsel, does hereby request that the Circuit Court of Rockingham County find that pursuant to a request of the Town Council of Elkton that it is in the best interest of the citizens of the Town of Elkton to modify the ballot for the scheduled election for Town Council on May 2, 2006, such that the citizens of the Town of Elkton will be permitted to vote for four (4) candidates for Town Council in the general election and that the three (3) candidates receiving the greater number of votes shall fill the full terms which are available and the candidate receiving the fourth greater number of votes will fill the unexpired term of the vacated seat.

FURTHER, it is requested that the Court direct the General Registrar of Rockingham County and the State Board of Elections of the Commonwealth of Virginia to take those actions necessary to modify the ballot pursuant to the Town of Elkton's request and to take such other action as may be necessary and required to implement the request by the Town of Elkton, Virginia.

TOWN OF ELKTON, VIRGINIA
By Counsel

_____

Nathan H. Miller, VSB #03735
Miller, Earle & Shanks, PLLC
560 Neff Avenue, Suite 200
Harrisonburg, Virginia 22801
Telephone: (540) 564-1555
Facsimile: (540) 434-7832
Counsel for Town of Elkton, Virginia

RESOLUTION AUTHORIZING PETITION OF THE CIRCUIT COURT OF ROCKINGHAM COUNTYTO REQUEST MODIFICATION OF THE MAY 2006 BALLOT FOR TOWN ELECTIONS

WHEREAS, Lucky Sigafoose passed away while serving as a member of the Town Council of the Town of Elkton;

WHEREAS, Clyde McDaniel was appointed by the Town Council to fill the vacancy of Lucky Sigafoose pursuant to the Town Charter and Code until the next regular election;

WHEREAS, under current law the Elkton citizens can only vote for three (3) candidates and the candidate receiving the fourth highest number of votes in the general election scheduled for May 2, 2006 will be elected to fill the unexpired term of the vacated seat;

WHEREAS, the Town Council has determined that it is in the best interest of the voters of the Town of Elkton to petition the Circuit Court of Rockingham County to

modify the May 2, 2006 ballot so that the voters of the Town of Elkton will be permitted to vote for four (4) candidates for the Town Council in the general election and that the three (3) candidates receiving the greatest number of votes shall fill the full terms that are regularly scheduled for election and the candidate receiving the fourth highest number of votes will fill the unexpired term of the vacated seat.

NOW, THEREFORE BE IT RESOLVED, that the Council of the Town of Elkton authorizes a petition be filed with the Circuit Court of Rockingham County, Virginia, requesting that the General Registrar of Rockingham County and the State Board of Elections for the Commonwealth of Virginia take those actions necessary to modify the ballot so that the voters of the Town of Elkton will be permitted to vote for up to four (4) candidates for the Town Council in the general election scheduled to be held in May 2, 2006, such that the three (3) candidates receiving the greatest number of votes shall fill the full terms that are up for election and the candidate receiving the fourth greatest number of votes will fill the unexpired term of the vacated seat.

FURTHER, RESOLVED that the Town attorney is authorized to file such petition and take such other actions which are necessary to obtain Court approval from the Circuit Court of Rockingham County, Virginia, pursuant to this resolution.

Given under my hand this_____day of_____, 2006:

_____
Wayne E. Printz, Mayor

ATTEST:

_____
Clerk, Town Council

VIRGINIA: IN THE CIRCUIT COURT OF ROCKINGHAM COUNTY

IN RE: COUNCIL OF THE TOWN OF ELKTON, VIRGINIA;
MODIFICATION TO THE GENERAL ELECTION BALLOT
FOR THE ELECTION SCHEDULED FOR May 2, 2006

ORDER MODIFYING BALLOT

This matter came before the Court on the ___ day of _____, 2006, upon the Petition of the Council of the Town of Elkton, Virginia, by counsel, and it appearing that by action of the Charter of the Town of Elkton, the candidate receiving the fourth greatest number of votes in the general election scheduled for May 2, 2006 will be elected to fill the unexpired term of a vacated seat on the Town Council, even though the voters will be permitted to vote for only three candidates.

IT IS HEREBY ORDERED, that the General Registrar of Rockingham County and the State Board of Elections of the Commonwealth of Virginia take those actions necessary to modify the ballot so that the voters in the Town of Elkton will be permitted to vote for up to four candidates for Town Council in the general election scheduled to be held May 2, 2006, so that three candidates receiving the three greatest number of votes shall fill the full terms that are up for election, and the candidate receiving the fourth greatest number of votes will fill the unexpired term of the vacated seat.

Dated this ___ day of _____, 2006.

_____
Judge

I ASK FOR THIS:

_____
Nathan H. Miller, VSB #03735
Miller, Earle & Shanks, PLLC
560 Neff Avenue, Suite 200
Harrisonburg, Virginia 22801
Telephone: (540) 564-1555
Facsimile: (540) 434-7832
Counsel for Town of Elkton, Virginia

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

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

Motion carried (5 – 0 roll call)

Reappoint Joseph Hammer to the Board of Zoning Appeals

Vice Mayor Snow moved, second by Council member Pence, and carried to reappoint Joseph Hammer to the Board of Zoning Appeals for a term beginning February 28, 2006 and ending February 28, 2011.

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

Motion carried (5 – 0 voice vote)

EPIC Request to Close Streets

Vice Mayor Snow moved, second by Council member Dean, to close "B" Street from Ashby Avenue to Terrace Avenue, a portion of Henry, all of Warren, and the paved alley at Elkton Elementary for EPIC's Autumn Days.

Council member Dean recalled Council had previously made an all inclusive motion that EPIC would not have to make a yearly request. As Council had always approved the request, EPIC will simply have to notify the Chief of Police of the closings, until such time that Autumn Days expands, necessitating additional street closings.

The motion and second were withdrawn.

DIRECTOR OF PUBLIC WORKS

The Spring piping was installed Friday. Council sent to Committee a request by Barry Ecroyd for a sewer connection at 17155 Mt. Pleasant Road. The Pentecostal Hill Project will be completed in approximately two weeks.

COMMITTEE REPORTS

Electric

No report.

Finance

No report.

Personnel

No report.

Public Health, Public Safety, and Ordinances

The light at Spotswood and Stuart appears to have been fixed.

Streets and Sidewalks

No report.

Water and Sewer

Council member Dean moved, second by Vice Mayor Snow, and carried that the Town repair Lorraine Smith's sewer problem.

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

Motion carried (5 – 0 roll call)

Recreation

No report.

Planning Commission

No report.

Cemetery Commission

The Cemetery Commission scheduled a meeting for next Tuesday to discuss animals – dogs specifically – in the Cemetery.

Charter Revisions Committee

Defunct.

Park Authority

No report.

Economic Development

A meeting regarding the Elkton Town Festival is scheduled for 7:00 P.M., on Thursday, March 2.

Elkton Area Community Center Committee

Valley Programs for the Aging could partnership with the Town to operate programs in the Center.

Mr. Donachy stated the renovations are on schedule, with completion in May. Grand Opening around July 1.

Town of Elkton/Angler Resolution

A detailed discussion of moving taps across boundary lines and proffers associated with which area of development was initiated by Mayor Printz. Several scenarios were presented, with Mr. Stumpo of Angler participating in the discussion. The Council members present, in the end, were satisfied that they understood and agreed with the resolution. Mayor Printz continued to express his reservations regarding the terms of development.

Council member Dean moved, second by Vice Mayor Snow, and carried to adopt the resolution to approve the agreement between the Town of Elkton and Angler Broadlands, LLC regarding boundary line adjustment properties.

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

Motion carried (4 -0 roll call)

Meeting

March 14 – 6:00 P.M. - IDA organizational meeting
March 14 – 6:30 P.M. - Committee meetings
March 20 – 6:00 P.M. - Joint Public Hearing – rezoning of BLA properties
March 20 – 6:30 P.M. - Public Hearing - School Board request to close "C" Street
March 20 – 7:00 P.M. - Council Meeting

As there was no further business, the meeting adjourned at 10:15 P.M.

Mayor: _____
Wayne E. Printz, Mayor

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