



**Elkton Town Council Agenda**  
Elkton Area Community Center  
20593 Blue & Gold Drive - Elkton, VA 22827  
January 16, 2024 – 6:00 p.m.

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*Unless otherwise indicated or unless relocated by the Council, agenda items will be taken in order. The Council reserves the right to remove, add, and/or relocate agenda items as necessary. Public Hearings will begin promptly at the advertised time.*

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1. CALL TO ORDER – ROLL CALL
  - a. Invocation
  - b. Pledge of Allegiance
2. ADOPTION OF AGENDA
3. PUBLIC HEARING
  - a. Proposed Franchise for cable television system
4. PRESENTATIONS
  - a. WW Associates update on water and sewer projects
5. PUBLIC COMMENT (Please see “Rules for Citizen Comments at Council Meetings”)
6. CONSENT AGENDA
  - a. Draft minutes
7. TOWN MANAGER’S REPORT
  - a. Staff reports
8. TOWN ATTORNEY’S REPORT
9. COMMITTEE REPORTS
10. UNFINISHED BUSINESS
  - a. Cable Franchise Agreement between the Town of Elkton and Shenandoah Cable Television, LLC
  - b. Contract between Town of Elkton and Lantz Construction for the Elkton Downtown Marketplace
  - c. Donations for the Elkton Downtown Marketplace



#### 11. NEW BUSINESS

- a. Recommendation by the Elkton Planning Commission to amend the Planning Commission By-laws
- b. Recommendation by the Elkton Planning Commission to hold a joint public hearing with the Elkton Town Council to amend §110-610 B-1 and §110-611 B-2 to list child-care center as a permitted use in B-1 and B-2 zones
- c. Sale of Town property located on Mt. Pleasant Road known as tax map no. 131 (14) L-8
- d. Resolution in Support of the Town of Elkton Virginia Outdoors Foundation Preservation Trust Fund Application for Public Access and Recreation Amenities

#### 12. MAYOR'S BUSINESS

#### 13. CLOSED SESSION

- a. Pursuant to Virginia Code § 2.2-3711.A.7 for, "Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter."
- b. Pursuant to Virginia Code § 2.2-3711.A.1 for, "Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body."
- c. Pursuant to Virginia Code § 2.2-3711.A.3 for, "Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body."

#### 14. ADJOURNMENT





**Staff Report/Recommendation**

**REQUESTED:** Town Manager Greg Lunsford

**MEETING DATE:** January 16, 2024

**SUBJECT/TOPIC:** Adoption of Agenda

**BACKGROUND:** Council may add items to the agenda.

**ACTION REQUESTED:**

Information Only	<input type="checkbox"/>	Discussion	<input type="checkbox"/>	Reports	<input type="checkbox"/>
Action Item	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Closed Session	<input type="checkbox"/>

**FINANCIAL IMPACT:**

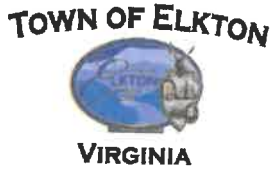
Budgeted: YES ☐ NO ☐ No Financial Impact ☒  
Amount: N/A  
Budget Line Item: N/A

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

**STAFF RECOMMENDATION:** That Council adopt the Agenda as presented.

**APPROVAL:**   
Greg Lunsford, Town Manager

**ATTACHMENTS:** None



**Staff Report/Recommendation**

**REQUESTED:** Town Manager Greg Lunsford

**MEETING DATE:** January 16, 2024

**SUBJECT/TOPIC:** Public hearing to adopt an ordinance granting a franchise for the operation of a cable television system within the Town. The request was made by Shenandoah Cable Television, LLC (Glo Fiber).

**BACKGROUND:** N/A

**ACTION REQUESTED:**

Information Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Reports <input type="checkbox"/>
Action Item <input type="checkbox"/>	Public Hearing <input checked="" type="checkbox"/>	Closed Session <input type="checkbox"/>

**FINANCIAL IMPACT:**

Budgeted: YES ☐ NO ☐ No Financial Impact ☐  
 Amount: N/A  
 Budget Line Item: N/A

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

**STAFF RECOMMENDATION:** N/A

**APPROVAL:**   
 Greg Lunsford, Town Manager

**ATTACHMENTS:** Public hearing notice

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.

## **TOWN OF ELKTON NOTICE OF PROPOSED FRANCHISE**

**PLEASE TAKE NOTICE** That on January 16, 2024, at 6:00 p.m. in the Council Chambers of the Elkton Area Community Center, located at 20593 Blue & Gold Drive, Elkton, VA, the Elkton Town Council will hear public comments and thereafter consider an ordinance granting a franchise of up to fifteen (15) years for the operation of a cable television system within the Town, and the right to install, use, maintain, and replace such system in Town streets and similar spaces. The franchise was requested by Shenandoah Cable Television, LLC, but under Va. Code, 15.2-2101, any party may make a written bid on the franchise. Bids will be opened in an open session of the Council at the aforesaid time and place, and they must be submitted on or before January 12, 2024 at 3:00 p.m., to the Elkton Town Manager. The Town reserves the right to reject any and all bids. The full text of the proposed franchise agreement is online at [www.elktonva.gov](http://www.elktonva.gov) and on file in the office of Clerk of the Town Council.

Publish: January 5, 2024 & January 12, 2024

1/5, 1/12

**TOWN OF ELKTON**



**VIRGINIA**

**Staff Report/Recommendation**

**REQUESTING DEPARTMENT:** Town Manager Greg Lunsford

**MEETING DATE:** January 16, 2024

**SUBJECT/TOPIC:** Consent Agenda

**BACKGROUND:** N/A

**ACTION REQUESTED:**

Information Only ☐

Discussion ☐

Reports ☐

Action Item ☒

Public Hearing ☐

Closed Session ☐

**FINANCIAL IMPACT:**

Budgeted: YES ☐

NO ☐

No Financial Impact ☒

Amount: N/A

Budget Line Item: N/A

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

**STAFF RECOMMENDATION:** That Council approve the Consent Agenda as presented.

**APPROVAL:**

  
Greg Lunsford, Town Manager

**ATTACHMENTS:** Draft minutes for meetings held on: 11/20/23, 12/14/23 and 12/18/23.

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.

**TOWN OF ELKTON  
TOWN COUNCIL MEETING  
NOVEMBER 20, 2023**

The regular meeting of the Elkton Town Council was held on November 20, 2023, at 6:00 p.m. at the Elkton Area Community Center, located at 20593 Blue & Gold Drive, Elkton, Virginia, with Mayor Joshua J. Gooden presiding.

**Present:** Mayor Joshua J. Gooden, Vice-Mayor Rick Workman, Council Member Jan Hensley, Council Member Virginia Fulginiti, Council Member Rachel Michael, Council Member Aaron Napotnik, and Council Member Louis Heidel.

**Also Present:** Town Manager Greg Lunsford, Town Attorney Quinton Callahan, Chief of Police Mike King, Public Works Director Gaither Hurt, Community Development Director Delores Hammer, Town Treasurer Donna Curry, and Clerk of Council Denise Monger.

Mayor Gooden called the meeting to order and the Clerk was asked to call the roll.

Council Member Fulginiti gave the Invocation. All present were asked to join in the Pledge of Allegiance.

**ADOPTION OF AGENDA**

**Council member Fulginiti moved, seconded by Council member Heidel, and carried to adopt the agenda as presented.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

**PUBLIC HEARINGS**

**Special exception permit request by Ronald and Teresa Younger for short-term rentals at 504 4<sup>th</sup> Street, Elkton, VA**

In addition to the Mayor and Council, the following Planning Commissioners were present for the joint public hearing: Dan Talbot, Gene Kite, Dorenda Flick, Donna Mowbray, Jennifer McDonald, and Wesley Walls.

There were no other speakers.

Chairman Talbot stated that several letters were received from neighbors on 4<sup>th</sup> Street. He noted the major concern was the number of people that would be allowed to stay in the rental, traffic, and change in the nature of the neighborhood.

Mayor Gooden asked if there was a way to limit the number of people allowed in the rental. Town Attorney Callahan responded that the application could be approved or denied, but there was not a way that Council could amend it.

It was determined that the house did have seven bedrooms as defined by real estate standards with a maximum occupancy of fourteen people and a three night minimum rental. A building inspection had taken place to confirm the updates to the home. Town leash laws and a local contact person for the rental were also discussed.

Mr. Younger was present and briefly spoke regarding the modifications made to the home, his awareness of local laws, and the contact person listed on his application.

Recommendation by the Elkton Planning Commission to rezone properties within the new boundary line adjustment located on the north-western side of Spotswood Trail (U.S. Route 33) just south-west of the Town of Elkton, Stonewall District, Rockingham County, Virginia, consisting of three parcels: (1) 26.710 acres to Conservation District C-1, (2) 25.026 acres to Single-Family Residential District R-3, and (3) 85.808 acres to General Business District B-2

Wayne Printz, stated he was unhappy with the boundary line adjustment. In his opinion, the BLA was more about helping individuals than helping the Town. He noted that transparency was needed to let the Town know what was going on. He inquired if it had been decided what the zoning would be for all of the different locations. Chairman Talbot responded that the recommendations were made in the public notice.

Mr. Printz stated that the rezoning was a big deal and suggested that a meeting take place with the citizens to provide the information to them. He briefly spoke regarding the Town's debt.

Mayor Gooden stated there was a discussion with a property owner regarding a possible A-1 zoning as opposed to a B-2 zoning.

Andy Barone, had requested that his property be zoned A-1 and not B-2 since the B-2 zoning would not allow someone to purchase his property for residential purposes nor get a loan from a bank for that purpose. He and his wife planned to attend the Planning Commission meeting to discuss the matter in more detail. He noted they had spent over \$100,000 to remodel a barn into an Airbnb which would be a detriment to them with the proposed zoning.

There was a brief discussion regarding the property being "grandfathered." Town Attorney Callahan clarified that under a non-conforming use, if the rezoning were initiated by the governing body, then the owner was allowed to continue with the non-conforming use as long as they used it within a twenty-four month period. However, if an owner initiated the rezoning, then usually any entitlements would be lost to that property because the owner had volunteered to move into a new zoning district. He noted that Mr. Barone's rezoning was government initiated, but he had requested that his property be rezoned to B-2 which allowed short-term rentals; animals would not be allowed. Chairman Talbot responded that Mr. Barone would be allowed to keep animals as long as that use did not lapse for more than twenty-four months. Town Attorney Callahan stated that was correct.

**Commissioner Kite moved, seconded by Commissioner Walls and carried to close their joint public hearing.**

**YEAS: D. Talbot, G. Kite, D. Flick, W. Walls, and J. McDonald**

**NAYS: None**

**VOTE: (5 – 0 voice vote) Motion carried**

**Vice-Mayor Workman moved, seconded by Council member Fulginiti, and carried to close their public hearing.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

#### **PUBLIC COMMENT**

Wayne Printz, 336 W. Washington, spoke regarding oversight for spending, praised Jessy Beasley for her work at the EACC, and sewer capacity.

#### **CONSENT AGENDA**

**Council member Michael moved, seconded by Council member Napotnik, and carried to approve the consent agenda as amended.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

#### **TOWN MANAGER'S REPORT**

Mr. Lunsford reported on a very nice Veterans Day event. He briefly discussed the upcoming holiday events. A water rate study should be completed in February. A meeting was scheduled with the Town's VRSA representative to discuss insurance renewals. The Town staff reports were provided in the packet.

#### **STAFF REPORTS**

**Chief of Police:** Chief King reported that the department was busy working on criminal cases and following up on leads. The two new vehicles were fully operational. He thanked Council members Hensley and Heidel for assistance with candidate interviews.

**Director of Public Works:** Mr. Hurt reported on the pre-bid meeting that was held regarding the Elkton Downtown Marketplace. The department was in the process of decorating for the upcoming Christmas festivities. The Town was still under a drought warning.

**Town Treasurer:** Mrs. Curry reported that the transfer of the REPO account would be completed tomorrow. The audit process would begin in January. She briefly spoke about the credit card policy.

Town Attorney: Mr. Callahan briefly discussed Town Code Section 110-802 (6) which stated that the governing body may impose conditions and requirements necessary to protect the public interest. He suggested the Planning Commission include such conditions and requirements with their recommendation regarding the short-term rental. He noted that the Boundary Line Agreement had been endorsed by the Rockingham County Circuit Court. Blight and nuisance letters were being prepared to address issues in Town.

### COMMITTEE REPORTS

Public Health & Safety Committee: Chairperson Heidel reported no additional business.

Special Projects and Economic Development Committee: Chairperson Napotnik reported no additional business.

Finance Committee: Chairperson Michael reported that the Town had added extra layers of checks and balances to its finances.

Public Utilities: Chairperson Workman reported no additional business.

Parks and Recreation Committee: Chairperson Fulginiti reported that the EACC had some transitions and staffing changes. She noted that Jessy Beasley had resigned. The Council would not entertain rumors or speculation as to any personnel matters. She noted that the center was a "Community Center" and was open to everyone. There was no central core of members that ran the center. A code of conduct was in place to be adhered to. The Town Manager appointed an interim director to oversee the daily activities. She asked that everyone be respectful and considerate.

Policy/Personnel Committee: Chairperson Hensley praised staff for the Veterans Day program. She thanked Chief King for the success of his department and including Council in the hiring process. She spoke fondly of Mrs. Beasley and her work with the Town.

### UNFINISHED BUSINESS

Procurement policy – Second reading

**Council member Hensley moved, seconded by Council member Michael, and carried to adopt the procurement policy as presented:**

Procurement Spending Authority Procedures	
Non-Contracted Goods/Services	
Thresholds	Procedures
\$4,999 or less	<p><b>Department Director Level</b></p> <ul style="list-style-type: none"> <li>• Department heads may authorize expenditures <u>within the department's budget</u> provided such expenditures do not exceed \$4,999</li> <li>• Department ensures price reasonableness</li> <li>• PO's are not required unless requested by a vendor</li> </ul>

\$5,000 - \$29,999	<p><b>Town Manager Level</b></p> <ul style="list-style-type: none"> <li>• Department obtains a minimum of three (3) price comparisons (email or fax)</li> <li>• Documentation is submitted to the Town Manager for review and approval. Once approved, a purchase order is issued to the vendor by the Treasurer's Office</li> </ul>
Unbudgeted \$29,999 or less	<p><b>Town Manager Level</b></p> <ul style="list-style-type: none"> <li>• Department obtains a minimum of three (3) price comparisons (email or fax) Documentation is submitted to the Town Manager for review and approval</li> </ul>
Unbudgeted \$30,000 or greater	<ul style="list-style-type: none"> <li>• <b>Requires Council Action</b></li> <li>• Department submits a purchase request to the Town Manager with three (3) formal quotes/proposals for consideration by Council</li> </ul>
\$30,000+ - Solicitations for Professional Services (architects/engineers)	<ul style="list-style-type: none"> <li>• <b>Requires Council Action</b></li> <li>• Department submits a purchase request to the Town Manager with three (3) formal quotes/proposals for consideration by Council</li> <li>• Town Manager's Office issues Invitation for Bid (IFB) (competitive sealed bidding) or Request for Proposal (RFP) – (competitive negotiation)</li> <li>• Once approved by Council, an excerpt of the minutes and copies of the quotes/proposals are submitted to the Treasurer for issuance of the PO/Contract signed by the Town Manager</li> </ul>
\$30,000+ - Solicitations for Good and Services	<ul style="list-style-type: none"> <li>• <b>Requires Council Action</b></li> <li>• Department submits a purchase request to the Town Manager with three (3) formal quotes/proposals for consideration by Council</li> <li>• Town Manager's Office issues Invitation for Bid (IFB) (competitive sealed bidding) or Request for Proposal (RFP) – (competitive negotiation)</li> <li>• Once approved by Council, an excerpt of the minutes and copies of the quotes/proposals are submitted to the Treasurer for issuance of the PO/Contract signed by the Town Manager</li> </ul>
Emergency Purchases	<p>An emergency is when a situation exists as a threat to public health, welfare or safety or when unforeseen circumstances cause disruption of an essential service.</p> <ul style="list-style-type: none"> <li>• <b>Requires Town Manager approval for any emergency purchase over \$1,000</b></li> <li>• Department submits a written justification to the Town Manager establishing the basis for the emergency and for the selection of the chosen vendor prior to the purchase</li> <li>• <b>Requires Town Manager approval for any emergency purchase with a total cost of \$30,000 or greater</b></li> <li>• Department submits a written justification to the Town Manager establishing the basis for the emergency and for the selection of the chosen vendor prior to the purchase</li> <li>• A written notice stating that the purchase is being awarded or has been awarded on an emergency basis, shall be publicly posted for ten (10) calendar days</li> <li>• The Town Manager shall notify the Town Council of all emergency procurements valued at \$30,000 or greater</li> </ul>
Sole Source Purchases	<p>A sole source purchase exists when there is only one source practicably available for that which is to be procured.</p> <ul style="list-style-type: none"> <li>• <b>Requires Town Manager action for any sole source purchase</b></li> <li>• Upon a determination in writing that there is only one (1) source practicably available, a contract may be negotiated to that source without competitive sealed bidding or competitive negotiations</li> <li>• Only the Town Manager and the Treasurer, in consultation with the Town Attorney, can determine if a sole source determination is appropriate</li> <li>• A public notice shall be posted for purchases valued at \$50,000 or greater in a designated public area on the day the public body awards or</li> </ul>

	announces its decision to award the contract, whichever occurs first
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**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 roll call) Motion carried**

#### **NEW BUSINESS**

##### **Elkton Progressive Improvement Committee Donation to the Police Department**

Billie Jo Dofflemyer, President of EPIC, spoke briefly regarding the \$5,000 donation from EPIC to the Elkton Police Department.

#### **MAYORS BUSINESS**

Mayor Gooden commented on the outstanding Veterans Day program. He stated that the Town had received approval for the proposed National Historic District. State and federal tax credits were available to homeowners in the district home improvements.

#### **CLOSED SESSION**

Council member Hensley moved, seconded by Council member Heidel, and carried that council go from Regular Session in to Closed Session pursuant to Virginia Code § 2.2-3711.A.1 for, "Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body."

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

#### **OPEN SESSION/MOTION TO CERTIFY CLOSED MEETING**

Vice-Mayor Workman moved, seconded Council member Heidel, that Council go from Closed Session back into Regular Session and Council certify pursuant to Virginia Code § 2.2-3712(D), that to the best of each member's knowledge, as recognized by each

**Council member's knowledge, as recognized by each Council member's affirmative vote, that only such business matters lawfully exempted from Open Meeting requirements under Virginia Code § 2.2-3711, as were identified in the motion by which the Closed Meeting was convened were heard, discussed, or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of the Town Council.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

**Motion to Adjourn**

**Council member Heidel moved, seconded by Council member Napotnik, and carried to adjourn the meeting.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

**TOWN OF ELKTON  
TOWN COUNCIL SPECIAL MEETING  
DECEMBER 14, 2023  
4:00 p.m.**

Mayor Joshua J. Gooden called a special meeting of the Elkton Town Council for December 14, 2023, at 4:00 p.m., to be held at the Town Hall, 173 W. Spotswood Avenue, Elkton, Virginia, for the following:

- a. Contract discussion regarding the Elkton Downtown Marketplace under Virginia Code § 2.2-3711A.29 for, "Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body."
- b. Employee(s) performance under Virginia Code § 2.2-3711.A.1 for, "Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body."

**Present:** Mayor Joshua J. Gooden, Vice-Mayor Rick Workman, Council Member Jan Hensley, Council Member Virginia Fulginiti, Council Member Rachel Michael, Council Member Aaron Napotnik, and Council Member Louis Heidel.

**Also Present:** Town Manager Greg Lunsford, Public Works Director Gaither Hurt, Community Development Director Delores Hammer, and Clerk of Council Denise Monger.

**Closed session**

**Council member Fulginiti moved, seconded by Council member Hensley, and carried that council go from Regular Session in to Closed Session pursuant to Virginia Code § 2.2-3711A.29 for, "Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body" and pursuant to Virginia Code § 2.2-3711.A.1 for, "Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body."**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

Open session / motion to certify closed meeting

**Council member Michael moved, seconded by Council member Napotnik, that Council go from Closed Session back into Regular Session and Council certify pursuant to Virginia Code § 2.2-3712(D), that to the best of each member's knowledge, as recognized by each Council member's knowledge, as recognized by each Council member's affirmative vote, that only such business matters lawfully exempted from Open Meeting requirements under Virginia Code § 2.2-3711, as were identified in the motion by which the Closed Meeting was convened were heard, discussed, or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of the Town Council.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

Motion to adjourn

**Council member Fulginiti moved, seconded by Council member Heidel, and carried to adjourn the meeting.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

**TOWN OF ELKTON  
ELKTON TOWN COUNCIL MEETING  
DECEMBER 18, 2023**

The regular meeting of the Elkton Town Council was held on December 18, 2023, at 6:00 p.m. at the Elkton Area Community Center, located at 20593 Blue & Gold Drive, Elkton, Virginia, with Mayor Joshua J. Gooden presiding.

**Present:** Mayor Joshua J. Gooden, Vice-Mayor Rick Workman, Council Member Jan Hensley, Council Member Virginia Fulginiti, Council Member Rachel Michael, Council Member Aaron Napotnik, and Council Member Louis Heidel.

**Also Present:** Town Manager Greg Lunsford, Town Attorney Quinton Callahan, Chief of Police Mike King, Public Works Director Gaither Hurt, Community Development Director Delores Hammer, Town Treasurer Donna Curry, and Clerk of Council Denise Monger.

Mayor Gooden called the meeting to order and the Clerk was asked to call the roll.

Council Member Fulginiti gave the Invocation. All present were asked to join in the Pledge of Allegiance.

**AMENDED ADOPTION OF AGENDA**

**Vice-Mayor Workman moved, seconded by Council member Heidel, and carried to adopt the agenda with amendments to add ARPA tax relief and a USDA Water Improvement Resolution.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

**PUBLIC COMMENT**

Wayne Printz, 336 W. Washington, spoke regarding the parade, water haulers and boundary line adjustment.

**TOWN MANAGER'S REPORT**

Mr. Lunsford thanked staff for their hard work. He briefly spoke regarding the drinking water project, sanitary sewer project, Elkton Downtown Marketplace, storm water project and the Police Department.

**STAFF REPORTS**

**Chief of Police:** Chief King reported that the department bought five (5) AED's with funds donated by EPIC. He was working on a grant that would fund the department purchasing seven (7) more AED's. He introduced newly hired Officer Harry Foster to the Mayor and Council.

Director of Public Works: Mr. Hurt reported that USDA was reviewing the drinking water preliminary engineering report. The contractor interviews for the Elkton Downtown Marketplace took place last week. The design for the new police department would be completed in January. He noted issues with the pumps at Bear Lithia Spring. He was working on a year-end review.

Economic Development Director: Mrs. Hammer reported the Planning Commission meeting was scheduled for January 2, 2024. She had issued 118 permits. New zoning maps were forthcoming.

Town Treasurer: Mrs. Curry reported no additional business.

Town Attorney: Mr. Callahan reported that a Board of Zoning Appeals meeting had been held and the request had been denied. No responses had been received yet regarding the blight/nuisance letters sent.

### COMMITTEE REPORTS

Policy/Personnel Committee: Chairperson Hensley thanked staff for the outstanding jobs they did.

Parks and Recreation Committee: Chairperson Fulginiti reported that events were good at the center and there was good attendance.

Public Utilities: Chairperson Workman reported no additional business.

Finance Committee: Chairperson Michael reported no additional business.

Special Projects and Economic Development Committee: Chairperson Napotnik reported no additional business.

Public Health & Safety Committee: Chairperson Heidel reported no additional business. He thanked EPIC for their recent donation.

### UNFINISHED BUSINESS

Authorize Town Manager to negotiate contract for Elkton Downtown Marketplace

**Vice-Mayor Workman moved, seconded by Council member Napotnik, and carried to authorize the Town Manager to negotiate the contract with Lantz Construction Company for the construction of the Elkton Downtown Marketplace and park.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 roll call) Motion carried**

Set public hearing date to adopt an ordinance granting a franchise for the operation of a cable television system within the Town

**Council member Michael moved, seconded by Council member Napotnik, and carried to set a public hearing date to adopt an ordinance granting a franchise for the operation of a cable television system within the Town for January 16, 2024 at 6:00 p.m.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

Recommendation by Elkton Planning Commission to approve the issuance of a special exception permit for Ronald and Teresa Younger for short term rentals at 504 4<sup>th</sup> Street

Dan Talbot, Chairman of the Elkton Planning Commission, had prepared a letter to Council stating, with agreement from Mr. and Mrs. Younger, that the occupancy of the rental would be capped at 10 adults and 14 total occupants.

**Council member Heidel moved, seconded by Council member Hensley, and carried to accept the recommendation by the Elkton Planning Commission to approve the issuance of a special exception permit for Ronald and Teresa Younger for short-term rentals at 504 4<sup>th</sup> Street.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 roll call) Motion carried**

Recommendation by Elkton Planning Commission to approve rezoning located within the boundary line adjustment for (1) 26.710 acres to Conservation District C-1, (2) 25.026 acres to Single-Family Residential district R-3, (3) 130-A-13A, 130-A-70A, and 130-A-13 Low Density Residential District R-2 and the remaining lots along Hwy 33 to General Business District B-2 including lot 130-A-13C

Dan Talbot, Chairman of the Elkton Planning Commission stated the commission had recommended the rezoning remain the same as presented except for the parcels associated with Andy Barone's property which would be zoned R-2 instead of B-2 and the remainder of that section would be zoned B-2 as originally recommended.

**Council member Michael moved, seconded by Council member Napotnik, and carried to accept the Planning Commission's recommendation to approve the rezoning as described and presented.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 roll call) Motion carried**

NEW BUSINESS

Adoption of the Central Shenandoah Hazard Mitigation Plan 2020 Update

**Council member Heidel moved, seconded by Vice-Mayor Workman, and carried to adopt the Central Shenandoah Hazard Mitigation Plan 2020 Update as follows:**

**Adoption of the Central Shenandoah Hazard Mitigation Plan 2020 Update**

WHEREAS, the Elkton Town Council recognizes the threat that natural and man-made hazards pose to people within the Town of Elkton, and

WHEREAS, the Disaster Mitigation Act of 2000, as amended, requires that local governments develop and adopt natural hazard mitigation plans in order to receive certain federal assistance and update these plans; and

WHEREAS, the Central Shenandoah Hazard Mitigation Plan (CSHMP) identifies mitigation strategies to reduce or eliminate long-term risk to people and property in our community and in the Central Shenandoah Region from the impacts of future hazards and disasters; and

WHEREAS, the CSHMP Steering Committee representing the 21 local jurisdictions of the Central Shenandoah Planning District convened in order to review the original Plan and study the Region's risks from and vulnerability to natural hazards, and to make recommendations on mitigating the effects of such hazards on the Region; and

WHEREAS, the Steering Committee was provided staff support by the Central Shenandoah Planning District Commission; and

WHEREAS, the efforts of the Steering Committee, the staff of the Central Shenandoah Planning District Commission, as well as members of the public, private, and nonprofit sectors, have resulted in the development of the 2020 Update of the Central Shenandoah Hazard Mitigation Plan for the Region; and

WHEREAS, the Central Shenandoah Regional Wildfire Community Protection Plan (CSRWPP) is an annex to the Central Shenandoah Hazard Mitigation Plan and is included in this resolution,

NOW THEREFORE, BE IT RESOLVED by the Elkton Town Council that the Central Shenandoah Hazard Mitigation Plan 2020 Update is hereby approved and adopted for the Town of Elkton.

Adopted by the Elkton Town Council this 18th day of December, 2023.

APPROVED:

\_\_\_\_\_  
Joshua J. Gooden, Mayor, Town of Elkton

ATTEST:

\_\_\_\_\_  
Denise Monger, Clerk of Council

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

Schedule joint public hearing with the Elkton Town Council to revise Elkton Town Code Section § 110-715 Short Term Rental to specify a limit on the number of occupants allowed to stay in a rental

**Council member Hensley moved, seconded by Council member Fulginiti, and carried to schedule a joint public hearing with the Elkton Town Council and Elkton Planning Commission to revise the code for short-term rentals.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

EPIC presentation regarding Elkton Downtown Marketplace

Billie Joe Dofflemyer, President of EPIC, spoke regarding the organizations dedication to the betterment of the Town. The committee donated \$100,000 to the Elkton Downtown Marketplace project.

Mayor Gooden thanked Billie Joe and EPIC for the generous donation to the Town. The total amount of private donations for the Elkton Downtown Marketplace was \$189,000. He noted that donations were always welcome.

ARPA Tax Relief

**Council member Hensley moved, seconded by Vice-Mayor Workman, and carried to that \$2,600 from Elkton's American Rescue Plan (ARPA) Funds be allocated as a one-time**

**\$100 credit to those individuals sixty-five (65) or over who have applied for and been approved by the Rockingham County Elderly Tax Relief Program.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 roll call) Motion carried**

**2023 USDA Drinking Water Resolution**

**Council member Michael moved, seconded by Council member Napotnik, and carried to adopt the resolution as presented.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

**MAYORS BUSINESS**

Mayor Gooden thanked staff for all of their hard work and efforts during events and every day. He thanked Sharon Carr for spearheading the bake sale for the downtown marketplace.

**CLOSED SESSION**

**Vice-Mayor Workman moved, seconded by Council member Napotnik, and carried that council go from Regular Session in to Closed Session for the following:**

- a. Pursuant to Virginia Code § 2.2-3711.A.1 for, "Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body."**
- b. Pursuant to Virginia Code § 2.2-3711.A.3 for, "Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body."**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

**OPEN SESSION/MOTION TO CERTIFY CLOSED MEETING**

**Vice-Mayor Workman moved, seconded Council member Heidel, that Council go from Closed Session back into Regular Session and Council certify pursuant to Virginia Code § 2.2-3712(D), that to the best of each member's knowledge, as recognized by each Council member's knowledge, as recognized by each Council member's affirmative vote, that only such business matters lawfully exempted from Open Meeting requirements under Virginia Code § 2.2-3711, as were identified in the motion by which the Closed Meeting was convened were heard, discussed, or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of the Town Council.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**

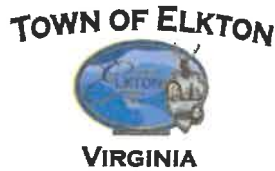
**Motion to Adjourn**

**Council member Heidel moved, seconded by Council member Napotnik, and carried to adjourn the meeting.**

**YEAS: R. Workman, J. Hensley, V. Fulginiti, R. Michael, A. Napotnik, and L. Heidel**

**NAYS: None**

**VOTE: (6 – 0 voice vote) Motion carried**



## Staff Report/Recommendation

**REQUESTED:** Town Manager Greg Lunsford

**MEETING DATE:** January 16, 2024

**SUBJECT/TOPIC:** Town Manager's Report

**BACKGROUND:** Report to be presented verbally by Mr. Lunsford.

**ACTION REQUESTED:**

Information Only ☐      Discussion ☐      Reports ☒  
 Action Item ☐      Public Hearing ☐      Closed Session ☐

**FINANCIAL IMPACT:**

Budgeted: YES ☐      NO ☐      No Financial Impact ☒  
 Amount: N/A  
 Budget Line Item: N/A

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

**STAFF RECOMMENDATION:** N/A

**APPROVAL:**   
 \_\_\_\_\_  
 Greg Lunsford, Town Manager

**ATTACHMENTS:** Staff reports

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.



Michael L. King  
Chief of Police

# Elkton Police Department

173 West Spotswood Avenue, Elkton, VA 22827

Phone: 540-298-9441

Fax: 540-298-9499

Email: [elktonpd@townofelkton.com](mailto:elktonpd@townofelkton.com)



Mayor Gooden, Vice Mayor Workman,  
And Members of Council

January 8, 2024

I'm aware that the agenda for the upcoming Town Council meeting scheduled for January 16, 2024 is indeed a busy agenda. Accordingly, I've prepared our year-end report of Police Activity for the year 2023 (Jan. 1 – Dec. 31), so that you have the information and I do not take too much of the Council's time during the meeting for staff reports. As usual, you'll receive the Department's monthly statistics on a printout (spreadsheet). I suspect this means little to you without further explanation. In all, I feel that the Department has made great strides in improving its performance in community policing and overall, making Elkton a safer place to live and work. Below are just a few statistics to highlight the Department's efforts from 2023:

DRUGS (POSSESSION & DISTRIBUTION) ARRESTS: 2022 = 6    2023 = 14    This was an increase of 133% from 2022.

TRAFFIC CRASHES: 2022 = 109    2023 = 64    This was a decrease of 41% from 2022.

RECKLESS DRIVING ARRESTS: 2022 = 23    2023 = 11    This was a decrease of 52% from 2022.

SPEEDING: 2022 = 84    2023 = 60    This was a decrease of 29% from 2022.

ADULT ARRESTS: 2022 = 320    2023 = 365    This was an increase of 14% from 2022

MISCELLANEOUS: (this is officer initiated activities: extra patrols, business checks, RADAR enforcement, etc.)  
2022 = 3,710    2023 = 9,181    This was an increase of 147% from 2022.

TOTAL ACTIVITIES FOR THE DEPARTMENT: for the year 2023, increased by 116% from the year 2022.

Of course, there are many factors to take into consideration. The Department has been working with minimum staff (with 2-3 positions unfilled at times) for roughly half of 2023. We are hopefully looking at filling our final open position in the coming month and will be at full staff. However it will be some time until staff are fully trained and certified and staffing is at intended levels. Once fully staffed and operational, I look for improvement in the above categories.

Additionally, with the increase in officer initiated activities, this definitely made officers more visible and accessible to the public, and as well, a deterrent for criminal activity. Thus, the decrease in speeding, reckless driving, and traffic crash incidents and the increase in crime detection and adult arrests. It will remain the Department's goal to detect and prevent criminal activity and to improve motorist's driving habits and behaviors to make our Town and public highways safer. There are many other topics and Department milestones not mentioned, perhaps best for committee discussions, though in the interest of time, I'll just leave you with these. Please feel free to reach out to me or any member of my staff with any questions or concerns you may have.

Regards,

Michael King,  
Chief of Police

# TOWN OF ELKTON POLICE REPORT 2023

ARREST/CHARGES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
ASSAULT & BATTERY	2	3	0	2	0	0	0	0	0	1	0	0	8
CURFEW VIOLATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0
DRIVING UNDER THE INFLUENCE	1	0	0	1	0	0	0	0	1	0	1	0	4
DRINKING IN PUBLIC/PUBLIC INTOXICATION	1	0	0	2	1	2	1	0	1	1	0	1	10
DRUGS (POSSESSION & DISTRIBUTION)	7	1	1	2	1	1	0	0	0	0	0	1	14
LOITERING	0	0	0	0	0	0	0	0	0	0	0	0	0
PARKING TICKETS	0	0	0	0	0	0	2	0	1	3	0	1	7
RECKLESS DRIVING	3	2	0	1	1	0	1	0	1	0	0	2	11
SEAT BELT/CHILD RESTRAINT VIOL.	0	0	0	0	0	0	1	0	0	0	0	0	1
SPEEDING	18	10	9	5	2	1	6	4	0	1	2	2	60
MISCELLANEOUS	24	38	22	47	11	17	13	32	20	10	14	14	262
ADULT ARRESTS	51	54	29	59	15	20	24	36	23	16	17	21	365
JUVENILE ARRESTS	5	0	3	1	1	1	0	0	1	0	0	0	12

## POLICE OFFICERS RESPONDED TO THE FOLLOWING COMPLAINTS

BUSINESS/RESIDENTIAL ALARMS	18	9	15	14	14	9	8	14	14	9	8	8	140
DOMESTIC SITUATIONS	4	2	4	3	2	5	6	1	3	0	1	1	32
DISORDERLY	6	8	12	13	8	2	7	5	9	12	0	8	90
LARCENY COMPLAINTS	6	4	2	1	3	6	2	3	5	7	3	1	43
TRAFFIC CRASHES	4	6	5	5	7	4	2	4	3	7	11	6	64
TRAFFIC STOPS	65	58	49	37	35	18	29	29	28	18	14	33	413
VANDALISM/PROPERTY DAMAGE	2	3	0	3	2	3	1	2	5	3	3	1	28
ASSIST OTHER DEPT (POLICE/FIRE/RESCUE)	2	4	5	5	4	0	4	5	3	2	4	5	43
MISCELLANEOUS	1015	1143	1245	764	664	629	685	569	537	781	636	513	9181
TOTAL	1122	1237	1337	845	739	676	744	632	607	839	680	576	10034

MIKE KING  
CHIEF OF POLICE

CONSOLIDATED MONTHLY RUNS REPORT  
DECEMBER 2023

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Law Enforcement Agencies

HPD.....	6557
RCSO.....	2820
Bridgewater.....	974
Broadway.....	648
Dayton .....	573
Elkton.....	576
Grottoes.....	1121
Timberville.....	1369
 TOTAL.....	 14,638



### **Public Works Work Order Year End Review**

<b>Cemetery</b>	<b>85 - We had 45 Full Burials and 13 Cremations</b>
<b>Electric</b>	<b>206 – We replaced 13 power poles per our pole replacement program. We have installed 17 new service connections.</b>
<b>Garbage</b>	<b>21 – Mostly Bulk Pick-up items not counting our Spring Clean up program or counting Earth Day litter clean up</b>
<b>Gen.Govt</b>	<b>139</b>
<b>Recreation</b>	<b>148 – We have installed an outer walking track at Stonewall Park and first phase of a Greenway walking trail at the boat landing field.</b>
<b>Sewer</b>	<b>68 – We have installed 30 new sewer service connections</b>
<b>Streets</b>	<b>178 – Paving on Gibbons Ave and Shenandoah Ave</b>
<b>Water</b>	<b>222 – We have installed 33 new water service connections</b>
<b>Total</b>	<b>1,067</b>

Phase one of the sewer line replacement completed. WWTP upgrades completed.  
Lead operator (Lelan Siler) awarded Operator of the Year. Hired a Class III operator (Michael)  
Now have one Certified Lineman on staff and soon to have a second. And soon a Certified Groundman.  
Crew has completed 160 hours lineman training, 160 hours job skills training, 80 hours OSHA training

**173 W. SPOTSWOOD AVENUE | ELKTON, VIRGINIA 22827**  
**ELKTONVA.GOV**



### **Public Works Work Order Report for December 2023**

<b>Cemetery</b>	<b>14</b>
<b>Electric</b>	<b>17</b>
<b>Gen.Govt</b>	<b>9</b>
<b>Sewer</b>	<b>6</b>
<b>Streets</b>	<b>18</b>
<b>Water</b>	<b>9</b>
<b>Total</b>	<b>73</b>

**173 W. SPOTSWOOD AVENUE | ELKTON, VIRGINIA 22827**  
**ELKTONVA.GOV**

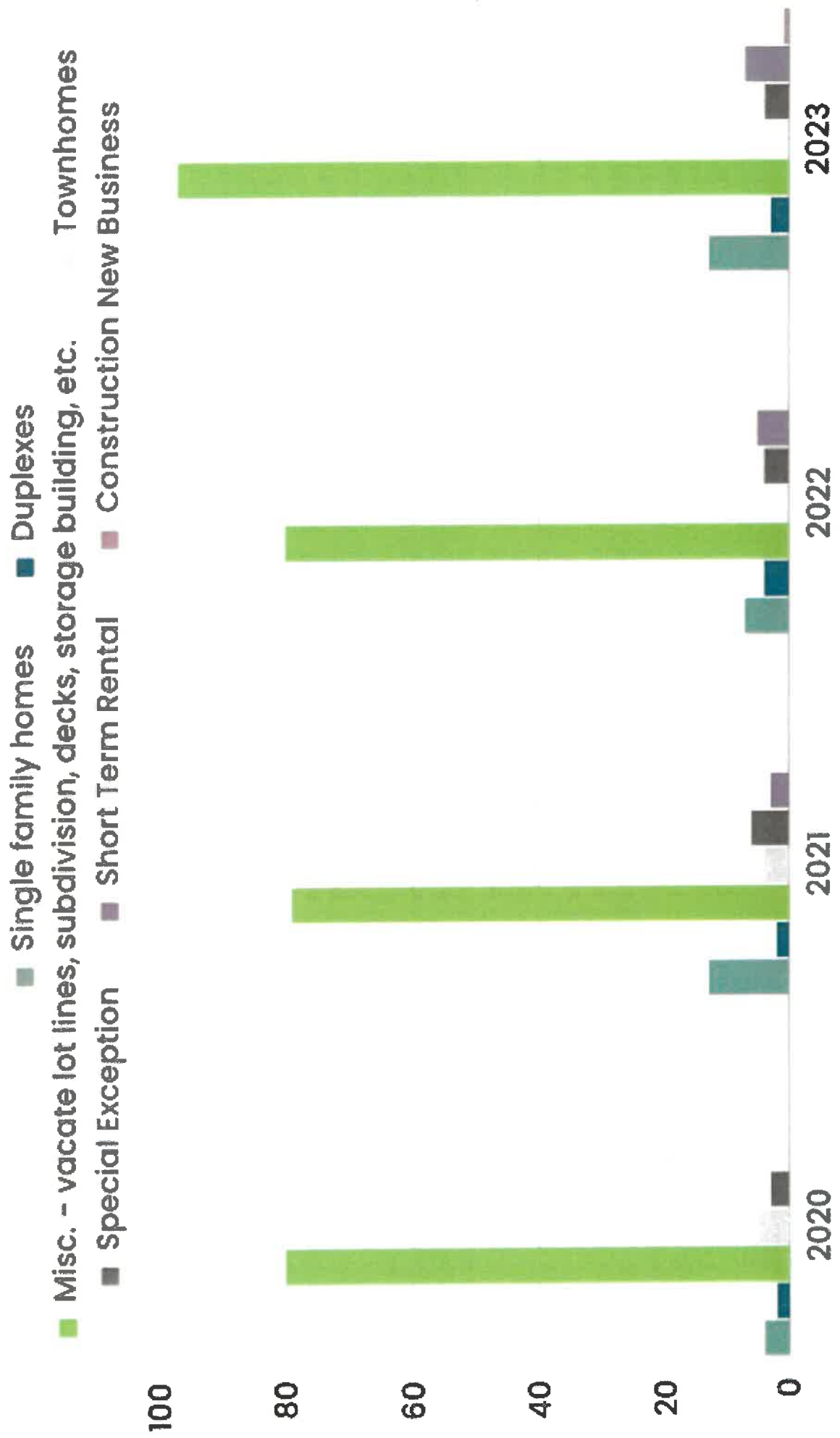
#	Date issue:	Caller:	St #	Address	Ph:	Project	Comp	Date comp:	Initial
3876	11/30/23	kyger		elk run cemetery		grave for everleigh eppard	x	12/3/23	kb-th-bb
3882	12/4/2023			elk run cemetery		touch up several graves	x	12/4/23	lb-gf
3895	12/5/2023	bennett		elk run cemetery		grave for mary smith	x	12/9/2023	kb-th-bb
3905	12/13/2023	hartman		elk run cemetery		mark headstone for ronald dearing	x	12/13/23	kb-th-bb
3908	12/11/2023	kyger		elk run cemetery		grave for rebel phelps	x	12/14/23	kb-th-bb
3909	12/11/23	kyger		elk run cemetery		grave for millard williams	x	12/14/2023	kb-th-bb
3911	12/13/2023	kyger		elk run cemetery		cremation for linda fawley	x	12/17/23	kb-th-bb
3912	12/13/2023	kyger		elk run cemetery		cremation for helen snoddy	x	12/18/2023	kb-th-bb
3624	12/19/2023	kyger		elk run cemetery		touch up several graves	x	12/19/2023	lb-gf
3626	12/19/2023	kyger		elk run cemetery		grave for david stroupe	x	12/20/23	kb-bb-rl
3633	12/15/2023	L.Harris		elk run cemetery		touch up grave for roberta meadows	x	12/21/2023	lb-gf
3634	12/20/2023	D.Shifflett		elk run cemetery		touch up grave for mike shifflett	x	12/21/2023	lb-gf
3635	12/21/2023			elk run cemetery		cemetery clean up	x	12/21/2023	lb-gf
3637	12/18/2023	kyger		elk run cemetery		grave for melvin bailey	x	12/21/2023	kb-bb-rl
3883	12/5/2023		406	east f street		power outage	x	12/5/23	jb-rl-sh
3886	12/5/2023			substation		prep transformers for install	x	12/5/2023	jb-rl-sh
3887	12/6/2023		434	west spotswood trail		repair streetlight	x	12/6/2023	jb-rl-sh
3888	12/06/23			5th st-west spring ave		replace streetlight	x	12/6/2023	jb-rl-sh
3889	12/6/2023		112	lewis ave		replace streetlight	x	12/6/2023	jb-rl-sh
3901	12/11/2023	J.Brennan		elkton ele. School		test-gather electrical info for upgrades	x	12/11/2023	jb-rl-sh
3917	12/18/2023			co-op		cover electric wires for roof repairs	x	12/18/2023	jb-rl-sh
3920	12/18/2023	W.Mercer	509	west spotswood trail		disconnect street light	x	12/19/23	jb-rl-sh
3923	12/20/2023		307	west spring ave		check service line for storm damage	x	12/20/23	jb-rl-sh
3627	12/7/2023	dominion		substation		run generator	x	12/7/23	jb-rl-sh
3628	12/12/2023	dominion		substation		run generator	x	12/12/23	jb-rl-sh
3629	12/14/2023	dominion		substation		run generator	x	12/14/2023	jb-rl-sh
3630	12/15/2023	dominion		substation		run generator	x	12/15/2023	jb-rl-sh
3631	12/20/23	dominion		substation		run generator	x	12/20/23	jb-rl-sh
3632	12/21/2023	dominion		substation		run generator	x	12/21/2023	jb-rl-sh
3643	12/28/2023	hands-hope	157	west spotswood ave		power outage	x	12/28/23	kb-sh-rl
3647	12/30/2023	C.Dean		shen-elk plaza		check for power outage-inside issue	x	12/30/2023	kb-sh-rl
3890	12/6/2023	gen.govt		town		disconnects	x	12/6/2023	kb-th-bb
3891	12/7/2023	gen.govt		town		re-connects	x	12/7/2023	kb-th-bb

3894	12/7/2023	gen.govt	governor	town			flag order	x	12/7/23	bs
3902	12/11/2023	gen.govt		eacc			clear sinks in mens room	x	12/11/2023	jb-rl-sh
3914	12/15/2023	gen.govt		eacc			replace faucet in womans room	x	12/15/2023	jb-rl-sh
3625	12/19/23	gen.govt		town			inspect fire extinguishers	x	12/19/2023	bs
3639	12/27/2023	gen.govt		town			radio read meters	x	12/27/2023	kb-gf-th
3645	12/28/2023	gen.govt		town			meter re-checks	x	12/28/23	crew
3648	12/30/23	gen.govt		eacc			check hvac units for smell inside building	x	12/30/23	kb-bb
3885	12/5/2023	sewer		journeys crossing			sewer back up	x	12/5/2023	kb-th-bb
3893	12/6/2023	sewer	D. Kiser	313 willow oaks			sewer back up	x	12/6/23	jb-rl-sh
3900	12/12/2023	sewer	D. Kiser	313 willow oaks			sewer back up	x	12/12/2023	kb-th-bb
3638	12/26/23	sewer	eacc	508 4th street			sewer back up	x	12/26/2023	kb-rl
3642	12/28/23	sewer	S. Shifflett	112 west spotswood ave			sewer back up	x	12/28/2023	kb-gf-th
3646	12/30/2023	sewer	eacc	west spring alley			sewer back up	x	12/30/2023	kb-rl
3877	12/1/2023	streets		town			decorate for christmas	x	12/1/23	crew
3878	12/1/2023	streets		town			clean storm drains	x	12/1/23	bs
3880	12/4/2023	streets		town			decorate for christmas	x	12/8/23	lb-gf
3892	12/7/2023	streets		town			prep for tree lighting	x	12/7/23	crew
3896	12/8/2023	streets		town			set up for parade	x	12/8/2023	crew
3897	12/11/2023	streets		town			clean up from parade	x	12/11/2023	crew
3898	12/11/2023	streets		town			prep for snow	x	12/11/23	crew
3903	12/11/2023	streets		town			repair decorations from storm damage	x	12/11/2023	lb-gf
3904	12/11/2023	streets		virginia ave			replace stolen stop sign	x	12/11/23	bs
3906	12/13/2023	streets		willow oaks			replace stolen street signs	x	12/13/23	jb-rl-sh
3907	12/13/2023	streets		blue and gold drive			replace digital speed sign	x	12/13/23	jb-rl-sh
3913	12/15/2023	streets		town			set up for old town christmas	x	12/15/23	crew
3915	12/18/2023	streets		town			clean up from old town christmas	x	12/18/2023	crew
3921	12/19/2023	streets		bear lithia spring			add gravel to water haul site	x	12/19/23	jb-rl-sh
3922	12/20/2023	streets		boat landing			grade around paved walking track	x	12/20/23	jb-rl-sh
3640	12/27/2023	streets		town			clean storm drains	x	12/27/23	sh-rl
3641	12/27/23	streets		town			empty trash cans	x	12/27/2023	sh-rl
3644	12/28/2023	streets		5th st-west spotswood trl			repair stop sign	x	12/28/23	sh-rl
3879	12/4/2023	water		16610 east spring ave			install new water service	x	12/4/23	kb-jb-rl-bb-th
3881	12/4/2023	water		shenandoah ave			fix water leak	x	12/4/23	kb-jb-rl-bb-th
3884	12/5/2023	water		501 4th street			replace meter yoke and pit	x	12/5/23	kb-th-bb



# TOWN OF ELKTON ZONING PERMITS -

## YTD FEE'S COLLECTED \$12,555.00



10-340-0100 PERMITS - 10-340-0100 PERMITS

GL Account	AType	Date	Description1	Debit	Credit	Batch	FName
GL Account: 10-340-0100 PERMITS							
!FName: Fiscal Period - 2023							
10-340-0100 P R		01/04/2023	MISC PAYMENT	\$0.00	\$25.00	53386	Fiscal Period - 2023
10-340-0100 P R		01/04/2023	MISC PAYMENT	\$0.00	\$25.00	53385	Fiscal Period - 2023
10-340-0100 P R		01/18/2023	MISC PAYMENT	\$0.00	\$50.00	53603	Fiscal Period - 2023
10-340-0100 P R		01/23/2023	MISC PAYMENT	\$0.00	\$25.00	53641	Fiscal Period - 2023
10-340-0100 P R		01/25/2023	MISC PAYMENT	\$0.00	\$50.00	54107	Fiscal Period - 2023
10-340-0100 P R		01/26/2023	MISC PAYMENT	\$0.00	\$25.00	54188	Fiscal Period - 2023
10-340-0100 P R		01/27/2023	MISC PAYMENT	\$0.00	\$25.00	54266	Fiscal Period - 2023
10-340-0100 P R		01/27/2023	MISC PAYMENT	\$0.00	\$100.00	54245	Fiscal Period - 2023
10-340-0100 P R		01/30/2023	MISC PAYMENT	\$0.00	\$50.00	54274	Fiscal Period - 2023
10-340-0100 P R		02/01/2023	MISC PAYMENT	\$0.00	\$25.00	54560	Fiscal Period - 2023
10-340-0100 P R		02/01/2023	MISC PAYMENT	\$0.00	\$100.00	54559	Fiscal Period - 2023
10-340-0100 P R		02/02/2023	MISC PAYMENT	\$0.00	\$25.00	54573	Fiscal Period - 2023
10-340-0100 P R		02/07/2023	MISC PAYMENT	\$0.00	\$25.00	54668	Fiscal Period - 2023
10-340-0100 P R		02/21/2023	MISC PAYMENT	\$0.00	\$50.00	54931	Fiscal Period - 2023
10-340-0100 P R		03/06/2023	MISC PAYMENT	\$0.00	\$25.00	55029	Fiscal Period - 2023
10-340-0100 P R		03/10/2023	MISC PAYMENT	\$0.00	\$25.00	55097	Fiscal Period - 2023
10-340-0100 P R		03/20/2023	MISC PAYMENT	\$0.00	\$25.00	55154	Fiscal Period - 2023
10-340-0100 P R		03/22/2023	MISC PAYMENT	\$0.00	\$75.00	55168	Fiscal Period - 2023
10-340-0100 P R		03/23/2023	MISC PAYMENT	\$0.00	\$100.00	55170	Fiscal Period - 2023
10-340-0100 P R		03/27/2023	MISC PAYMENT	\$0.00	\$25.00	55182	Fiscal Period - 2023
10-340-0100 P R		04/14/2023	MISC PAYMENT	\$0.00	\$25.00	55340	Fiscal Period - 2023
10-340-0100 P R		04/17/2023	MISC PAYMENT	\$0.00	\$25.00	55353	Fiscal Period - 2023
10-340-0100 P R		04/18/2023	MISC PAYMENT	\$0.00	\$500.00	55393	Fiscal Period - 2023
10-340-0100 P R		04/21/2023	MISC PAYMENT	\$0.00	\$150.00	55459	Fiscal Period - 2023
10-340-0100 P R		04/26/2023	Pole Rental Correctio	\$0.00	\$7,125.00	76757	Fiscal Period - 2023
10-340-0100 P R		05/01/2023	MISC PAYMENT	\$0.00	\$25.00	55521	Fiscal Period - 2023
10-340-0100 P R		05/02/2023	MISC PAYMENT	\$0.00	\$25.00	55536	Fiscal Period - 2023
10-340-0100 P R		05/05/2023	MISC PAYMENT	\$0.00	\$50.00	65583	Fiscal Period - 2023
10-340-0100 P R		05/08/2023	MISC PAYMENT	\$0.00	\$50.00	65651	Fiscal Period - 2023
10-340-0100 P R		05/11/2023	MISC PAYMENT	\$0.00	\$125.00	65704	Fiscal Period - 2023

Southern Software FMS GL Account History

Date: 1/2/2024 2:26 PM

10-340-0100 PERMITS - 10-340-0100 PERMITS

GL Account	AType	Date	Description1	Debit	Credit	Batch	FName
10-340-0100 P R		05/23/2023	MISC PAYMENT	\$0.00	\$135.00	65810 Fiscal Period - 2023	
10-340-0100 P R		05/23/2023	MISC PAYMENT	\$0.00	\$200.00	65808 Fiscal Period - 2023	
10-340-0100 P R		05/24/2023	MISC PAYMENT	\$0.00	\$25.00	65815 Fiscal Period - 2023	
10-340-0100 P R		05/30/2023	MISC PAYMENT	\$0.00	\$25.00	65832 Fiscal Period - 2023	
10-340-0100 P R		05/30/2023	MISC PAYMENT	\$0.00	\$50.00	65832 Fiscal Period - 2023	
10-340-0100 P R		05/31/2023	MISC PAYMENT	\$0.00	\$25.00	65870 Fiscal Period - 2023	
10-340-0100 P R		06/01/2023	MISC PAYMENT	\$0.00	\$25.00	65884 Fiscal Period - 2023	
10-340-0100 P R		06/06/2023	MISC PAYMENT	\$0.00	\$25.00	65970 Fiscal Period - 2023	
10-340-0100 P R		06/09/2023	MISC PAYMENT	\$0.00	\$25.00	66074 Fiscal Period - 2023	
10-340-0100 P R		06/09/2023	MISC PAYMENT	\$0.00	\$25.00	66074 Fiscal Period - 2023	
10-340-0100 P R		06/12/2023	MISC PAYMENT	\$0.00	\$25.00	66077 Fiscal Period - 2023	
10-340-0100 P R		06/12/2023	MISC PAYMENT	\$0.00	\$100.00	66081 Fiscal Period - 2023	
10-340-0100 P R		06/13/2023	MISC PAYMENT	\$0.00	\$25.00	66082 Fiscal Period - 2023	
10-340-0100 P R		06/16/2023	MISC PAYMENT	\$0.00	\$25.00	66115 Fiscal Period - 2023	
10-340-0100 P R		06/16/2023	MISC PAYMENT	\$0.00	\$50.00	66115 Fiscal Period - 2023	
10-340-0100 P R		06/20/2023	MISC PAYMENT	\$0.00	\$25.00	66127 Fiscal Period - 2023	
10-340-0100 P R		06/27/2023	MISC PAYMENT	\$0.00	\$20.00	66180 Fiscal Period - 2023	
10-340-0100 P R		06/27/2023	MISC PAYMENT	\$0.00	\$25.00	66180 Fiscal Period - 2023	
10-340-0100 P R		06/27/2023	MISC PAYMENT	\$0.00	\$100.00	66179 Fiscal Period - 2023	
10-340-0100 P R		06/27/2023	MISC PAYMENT	\$25.00	\$0.00	66180 Fiscal Period - 2023	
10-340-0100 P R		06/28/2023	MISC PAYMENT	\$0.00	\$100.00	66208 Fiscal Period - 2023	
FName: Fiscal Period 2024				\$25.00	\$10,030.00		

10-340-0100 P R		07/07/2023	MISC PAYMENT	\$0.00	\$25.00	66341 Fiscal Period 2024	
10-340-0100 P R		07/10/2023	MISC PAYMENT	\$0.00	\$25.00	66366 Fiscal Period 2024	
10-340-0100 P R		07/17/2023	MISC PAYMENT	\$0.00	\$50.00	66425 Fiscal Period 2024	
10-340-0100 P R		07/17/2023	MISC PAYMENT	\$0.00	\$50.00	66425 Fiscal Period 2024	
10-340-0100 P R		07/17/2023	MISC PAYMENT	\$50.00	\$0.00	66425 Fiscal Period 2024	
10-340-0100 P R		07/20/2023	MISC PAYMENT	\$0.00	\$300.00	66451 Fiscal Period 2024	
10-340-0100 P R		07/21/2023	MISC PAYMENT	\$0.00	\$100.00	66456 Fiscal Period 2024	
10-340-0100 P R		07/24/2023	MISC PAYMENT	\$0.00	\$25.00	66455 Fiscal Period 2024	

10-340-0100 PERMITS - 10-340-0100 PERMITS

GL Account	AType	Date	Description1	Debit	Credit	Batch	FPname
10-340-0100 P R		07/26/2023	MISC PAYMENT	\$0.00	\$25.00	66475	Fiscal Period 2024
10-340-0100 P R		08/03/2023	MISC PAYMENT	\$0.00	\$100.00	66521	Fiscal Period 2024
10-340-0100 P R		08/03/2023	MISC PAYMENT	\$0.00	\$25.00	66521	Fiscal Period 2024
10-340-0100 P R		08/15/2023	MISC PAYMENT	\$0.00	\$25.00	76595	Fiscal Period 2024
10-340-0100 P R		08/18/2023	MISC PAYMENT	\$0.00	\$25.00	76605	Fiscal Period 2024
10-340-0100 P R		08/18/2023	MISC PAYMENT	\$0.00	\$25.00	76609	Fiscal Period 2024
10-340-0100 P R		08/18/2023	MISC PAYMENT	\$0.00	\$25.00	76609	Fiscal Period 2024
10-340-0100 P R		08/18/2023	MISC PAYMENT	\$0.00	\$100.00	76609	Fiscal Period 2024
10-340-0100 P R		08/21/2023	MISC PAYMENT	\$0.00	\$25.00	76618	Fiscal Period 2024
10-340-0100 P R		08/22/2023	MISC PAYMENT	\$0.00	\$50.00	76627	Fiscal Period 2024
10-340-0100 P R		08/23/2023	MISC PAYMENT	\$0.00	\$25.00	76626	Fiscal Period 2024
10-340-0100 P R		08/24/2023	MISC PAYMENT	\$0.00	\$25.00	76639	Fiscal Period 2024
10-340-0100 P R		08/24/2023	MISC PAYMENT	\$0.00	\$25.00	76639	Fiscal Period 2024
10-340-0100 P R		08/25/2023	MISC PAYMENT	\$0.00	\$100.00	76644	Fiscal Period 2024
10-340-0100 P R		08/28/2023	MISC PAYMENT	\$0.00	\$150.00	76648	Fiscal Period 2024
10-340-0100 P R		08/29/2023	MISC PAYMENT	\$0.00	\$25.00	76657	Fiscal Period 2024
10-340-0100 P R		08/30/2023	MISC PAYMENT	\$0.00	\$100.00	76656	Fiscal Period 2024
10-340-0100 P R		09/06/2023	MISC PAYMENT	\$0.00	\$25.00	76706	Fiscal Period 2024
10-340-0100 P R		09/07/2023	MISC PAYMENT	\$0.00	\$50.00	76745	Fiscal Period 2024
10-340-0100 P R		09/07/2023	MISC PAYMENT	\$0.00	\$25.00	76745	Fiscal Period 2024
10-340-0100 P R		09/07/2023	MISC PAYMENT	\$0.00	\$25.00	76745	Fiscal Period 2024
10-340-0100 P R		09/07/2023	MISC PAYMENT	\$0.00	\$100.00	76745	Fiscal Period 2024
10-340-0100 P R		09/15/2023	MISC PAYMENT	\$0.00	\$25.00	76802	Fiscal Period 2024
10-340-0100 P R		09/25/2023	MISC PAYMENT	\$0.00	\$25.00	76842	Fiscal Period 2024
10-340-0100 P R		09/26/2023	MISC PAYMENT	\$0.00	\$25.00	76851	Fiscal Period 2024
10-340-0100 P R		09/28/2023	MISC PAYMENT	\$0.00	\$100.00	76859	Fiscal Period 2024
10-340-0100 P R		10/03/2023	MISC PAYMENT	\$0.00	\$25.00	76888	Fiscal Period 2024
10-340-0100 P R		10/04/2023	MISC PAYMENT	\$0.00	\$25.00	76913	Fiscal Period 2024
10-340-0100 P R		10/06/2023	MISC PAYMENT	\$0.00	\$25.00	76992	Fiscal Period 2024
10-340-0100 P R		10/10/2023	MISC PAYMENT	\$0.00	\$25.00	77006	Fiscal Period 2024
10-340-0100 P R		10/11/2023	MISC PAYMENT	\$0.00	\$25.00	77007	Fiscal Period 2024

GL Account History

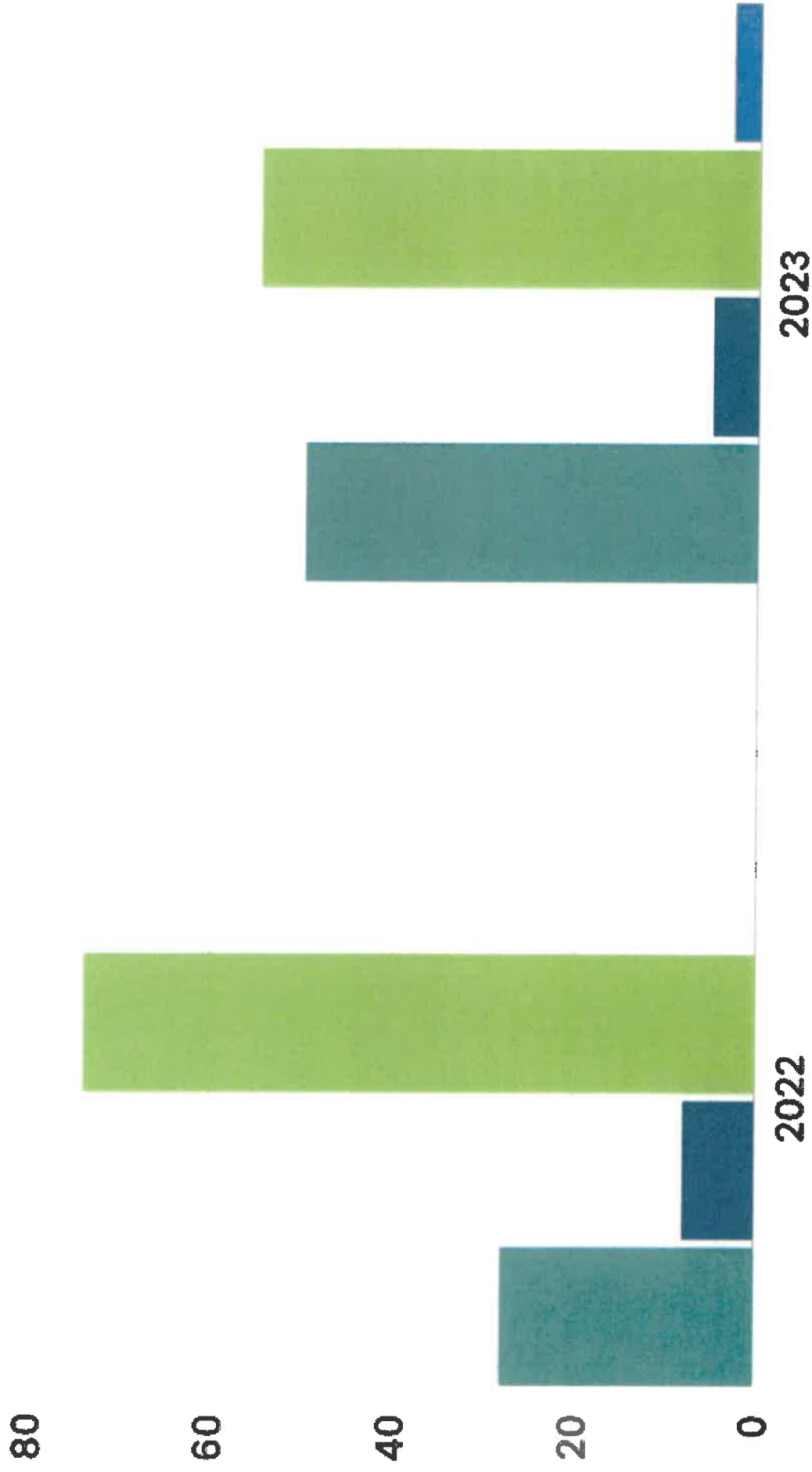
1/1/2023 - 12/31/2023  
10-340-0100 PERMITS - 10-340-0100 PERMITS

GL Account	AType	Date	Description1	Debit	Credit	Batch	FName
10-340-0100 P R		10/12/2023	MISC PAYMENT	\$0.00	\$25.00	77023 Fiscal Period 2024	
10-340-0100 P R		10/16/2023	MISC PAYMENT	\$0.00	\$25.00	77050 Fiscal Period 2024	
10-340-0100 P R		10/16/2023	MISC PAYMENT	\$0.00	\$25.00	77054 Fiscal Period 2024	
10-340-0100 P R		10/16/2023	MISC PAYMENT	\$0.00	\$25.00	77049 Fiscal Period 2024	
10-340-0100 P R		10/23/2023	MISC PAYMENT	\$0.00	\$25.00	77095 Fiscal Period 2024	
10-340-0100 P R		10/26/2023	MISC PAYMENT	\$0.00	\$25.00	77100 Fiscal Period 2024	
10-340-0100 P R		10/31/2023	MISC PAYMENT	\$0.00	\$25.00	77124 Fiscal Period 2024	
10-340-0100 P R		11/13/2023	MISC PAYMENT	\$0.00	\$25.00	77232 Fiscal Period 2024	
10-340-0100 P R		11/14/2023	MISC PAYMENT	\$0.00	\$300.00	77240 Fiscal Period 2024	
10-340-0100 P R		11/16/2023	MISC PAYMENT	\$0.00	\$25.00	77292 Fiscal Period 2024	
10-340-0100 P R		11/21/2023	MISC PAYMENT	\$0.00	\$25.00	77312 Fiscal Period 2024	
				\$50.00	\$2,525.00		
				\$75.00	\$12,555.00		
				\$75.00	\$12,555.00		

# ELK RUN CEMETERY

## YTD FEE'S COLLECTED \$94,450.00

■ Lot Sales ■ Niche Sales ■ Opening/Closing ■ Plaque



Misc Code	Credit Acct	Debit Acct	Full Name	Trans Date	Comment	Amount	Void
Code Desc: CEMETERY FENCE DONATIONS							
CEMFENCEDON	52-300-0260	52-101-0400	ANGELA SMITH	7/10/2023		\$200.00	\$0.00
CEMFENCEDON	52-300-0260	52-101-0400	BILLIE JO DOFFLEM	7/10/2023		\$200.00	\$0.00
CEMFENCEDON	52-300-0260	52-101-0400	TOP GUN AUTO BOD	7/18/2023		\$200.00	\$0.00
						\$600.00	\$0.00
Code Desc: OPEN/CLOSE FEE - CEM							
OPEN/CLOSE	52-300-0400	52-101-0400	JAMES DEAN	5/24/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	PEGGY DEAN	6/5/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	KYGER FUNERAL HO	6/9/2023	CHARLES HITT SR	\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	MARSHALL SHIFFLE	6/14/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	KENNETH MORRIS	6/14/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	MARGERY KITE	6/26/2023		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	EUGENE SHIFFLETT	6/28/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	LEO LAWSON	7/3/2023		\$100.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	NANCY DORSETT	7/12/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	LEO LAWSON	7/17/2023		\$100.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	KYGER FUNERAL HO	7/31/2023	GERALDINE PARROT	\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	CARL DOVEL	8/14/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	EUGENIA SULLIVAN	8/14/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	PHYLLIS LOWERY	8/28/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	RICKY LUCAS	8/28/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	VIRGIE BAUGHER	8/29/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	JAMES MEADOWS	9/7/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	PHILLIP OFFENBACK	9/12/2023		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	BARBARA HORN	9/20/2023		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	WILMA BAKER	9/20/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	RONALD DEARING	9/20/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	LEO LAWSON	10/5/2023		\$100.00	\$0.00

Transaction Date from 1/1/2023 - 12/31/2023 Miscellaneous Transaction Code Report

Date: 1/3/2024 12:46 PM

Misc Code	Credit Acct	Debit Acct	Full Name	Trans Date	Comment	Amount	Void
OPEN/CLOSE	52-300-0400	52-101-0400	EVA JENKINS	10/11/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	LOUISE MONGER	10/30/2023		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	RUTH CRAWFORD	10/30/2023		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	SARA MONGER	11/6/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	SHERRY SELLERS	11/16/2023	HELFMAN	\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	GARLAND LAM	11/16/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	LUCILLE SHIFFLETT	11/17/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	ROBERT KYLE	11/27/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	RENEE SHANK	11/27/2023	GRAVE - ROBERTA	\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	MARY EPPARD	11/27/2023		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	ESSIE/LEO LAWSON	12/11/2023		\$100.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	DAVID RIHA	12/11/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	MILLARD WILLIAMS	12/15/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	LINDA FAWLEY	12/18/2023		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	HELEN SNODDY	12/19/2023		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	DAVID STROUPE	12/19/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	MELVIN BAILEY	12/22/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	MARY DUNBAR	1/4/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	WILLIAMS SELLERS	1/19/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	ABBIE COMER	2/13/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	JEREMY MCINTURFF	2/23/2023		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	JANET JENKINS	2/23/2023		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	FREDRICK MILLER	3/9/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	VIVIAN SEAL	3/13/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	KYGER FUNERAL HO	3/17/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	CHARLES BREEDEN	3/17/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	KYGER FUNERAL HO	3/17/2023		\$300.00	\$0.00

Transaction Date from 1/1/2023 - 12/31/2023 Miscellaneous Transaction Code Report

Date: 1/3/2024 12:46 PM

Misc Code	Credit Acct	Debit Acct	Full Name	Trans Date	Comment	Amount	Void
OPEN/CLOSE	52-300-0400	52-101-0400	DONNIE MOWBRAY	3/27/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	ELENOR HARRISON	3/28/2023		\$300.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	DIXIE MOWBRAY	3/31/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	RUTH DINGES	4/11/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	MELINDA DOFFLEMY	4/11/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	AIMEE TEMPLETON	4/14/2023	LARRY BAUGHER	\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	JANET ROACH	5/22/2023		\$750.00	\$0.00
OPEN/CLOSE	52-300-0400	52-101-0400	MARY SHIFFLETT KY	5/22/2023		\$750.00	\$0.00
							\$33,850.00
Code Desc: SALE OF LOTS ELK RUN CEMETERY							
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	10/5/2023	CONTRACT PAYMEN	\$0.00	\$100.00
LOTSALES	52-300-0000	52-101-0400	RUTHANNE KIBLER	1/4/2023		\$1,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DEBBIE SHIFFLETT	1/13/2023		\$8,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LARRY EPPARD	1/13/2023		\$1,500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DANNY HENSLEY	1/26/2023		\$150.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	MARLA MCCAULEY	1/31/2023		\$2,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JEFF & BRENDA SHI	3/1/2023		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ALLEN MEADOWS	3/2/2023		\$1,300.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	FREDRICK SHMIDT	3/14/2023		\$3,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DON SHIFFLETT	4/18/2023		\$1,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JEFFREY SHIFFLETT	4/20/2023		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ADAM LAM	4/20/2023		\$3,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	SANDRA CAMPBELL	4/24/2023		\$2,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LISA MORRIS	5/2/2023		\$2,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JEFF SHIFFLETT	5/11/2023		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	WALTHEY HENSLEY	5/31/2023		\$200.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JEFF SHIFFLETT	6/15/2023		\$250.00	\$0.00

Transaction Date from 1/1/2023 - 12/31/2023 Miscellaneous Transaction Code Report

Date: 1/3/2024 12:46 PM

Misc Code	Credit Acct	Debit Acct	Full Name	Trans Date	Comment	Amount	Void
LOTSALES	52-300-0000	52-101-0400	RICHARD MILLER	6/20/2023		\$6,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ELVA CATHERINE SH	6/26/2023		\$1,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	REBEL PHELPS	7/6/2023	CONTRACT PAYMEN	\$500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JEFF SHIFFLETT	7/14/2023		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	ELVA SHIFFLETT	8/8/2023		\$5,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JEFF SHIFFLETT	8/8/2023		\$250.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	PHYLLIS LOWERY	8/22/2023		\$1,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JEFF SHIFFLETT	9/5/2023	CONTRACT	\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	PHILLIP LOWERY	9/13/2023		\$1,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	SANDRA DEAN DON	9/28/2023		\$3,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	WALTHEY HENSLEY	9/28/2023		\$150.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	10/5/2023	CONTRACT PAYMEN	\$100.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JEFF SHIFFLETT	10/5/2023		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	SHANE DOVEL	10/31/2023		\$2,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	TIMOTHY MONGER	11/2/2023		\$1,500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	KENNY & DEBBIE SH	11/3/2023		\$200.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JEFF SHIFFLETT	11/8/2023		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	LEO LAWSON	11/9/2023		\$100.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JAMES LACONIA	11/13/2023		\$2,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	MARY EPPARD	11/27/2023		\$3,000.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	DEBORAH J SHIFFLE	12/7/2023		\$200.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	NANCY BAUGHER	12/7/2023		\$300.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	STAR PHELPS	12/11/2023	PLOT NEXT TO THO	\$500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	CRAIG THOMPSON	12/11/2023	PLOT NEXT TO THO	\$500.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	JEFF SHIFFLETT	12/15/2023		\$125.00	\$0.00
LOTSALES	52-300-0000	52-101-0400	MICHAEL STROUPE	12/19/2023		\$1,500.00	\$0.00
						\$56,700.00	\$100.00

Transaction Date from 1/1/2023 - 12/31/2023 Miscellaneous Transaction Code Report

Date: 1/3/2024 12:46 PM

Misc Code	Credit Acct	Debit Acct	Full Name	Trans Date	Comment	Amount	Void
Code Desc: SALE OF NICHE							
NICHE	52-301-0000	52-101-0400	DEBORAH COMER	1/10/2023		\$100.00	\$0.00
NICHE	52-301-0000	52-101-0400	DORIS ACCTON	2/21/2023		\$1,200.00	\$0.00
NICHE	52-301-0000	52-101-0400	DEBRA COMER	4/6/2023		\$200.00	\$0.00
NICHE	52-301-0000	52-101-0400	DEBBIE MORRIS	5/9/2023		\$25.00	\$0.00
NICHE	52-301-0000	52-101-0400	RONNIE MORRIS	5/15/2023		\$275.00	\$0.00
NICHE	52-301-0000	52-101-0400	DEBRA COMER	6/5/2023		\$100.00	\$0.00
NICHE	52-301-0000	52-101-0400	DEBRA COMER	9/7/2023		\$200.00	\$0.00
NICHE	52-301-0000	52-101-0400	CHARLES AND JANE	12/15/2023		\$1,200.00	\$0.00
						\$3,300.00	\$0.00
						\$94,450.00	\$100.00

**ELK RUN CEMETERY REPORT**  
**TRANSACTIONS**  
**December 2023**

<b>LOTS SOLD.....</b>	<b>12</b>	<b>YTD = 50</b>
<b>INTERMENTS.....</b>	<b>7</b>	<b>YTD = 55</b>
<b>NICHE.....</b>	<b>1</b>	<b>YTD = 2</b>
<b>CREMATIONS.....</b>	<b>2</b>	<b>YTD = 13</b>
<b>Space Contract.....</b>	<b>3</b>	<b>YTD =10</b>
<b>Niche Contract.....</b>	<b>0</b>	<b>YTD=0</b>

<b>Interments this month</b>	<b>Lot Sales</b>	<b>Opening/Closing</b>
Mary Smith		\$750
Rebel Phelps		\$750
Millard Williams		\$750
Linda Fawley		\$300
Melvin Bailey		\$750
Helen Snoddy		\$300
David Stroupe		\$750
	<b>Sales/Contracts</b>	
Nancy & Roger Baugher	2 spaces under contract	\$300
Kenny & Debbie Shifflett	2 spaces under contract	\$200
Jeff Shifflett	Contract payment	\$125
Star Phelps	Contract payment	\$500
Craig Thompson/Phelps	Contract pay off	\$500
Essie Lawson	O/C payment	\$100
Charles Baker	1 Niche	\$1200
Michael Stroupe	1 space	\$1500

**Total: \$8,775**

• **Cemetery Commission Members**

*Chairperson: Lee Dearing*

*Vice Chair: Mark Hensley*

*Dwight "Gene" Kite*

*Billie Jo Dofflemyer*

*Sue Armbruster*

*Michelle Dean*

*Mark Stevanus*

Submitted by: Delores Hammer – Director of Community Development

## December Water Hauling Report

<u>July 2022-June 2023</u>			<u>Revenue</u>		
July	837,377.00		5,986.31		
August	888,570.00		6,445.32		
September	818,569.00		5,955.66		
October	832,144.00		6,050.27		
November	723,466.00		5,289.36		
December	724,205.00		5,299.56		
January	665,506.00		4,888.69		
February	551,263.00		4,093.86		
March	639,340.00		4,710.40		
April	720,553.00		5,283.92		
May	998,779.00		7,241.72		
June	1,077,155.00		7,790.19		
YTD:	9,476,927.00		69,035.26		

<u>July 2023-June 2024</u>			<u>Revenue</u>		
July	996,911.00		8,046.47		
August	1,058,680.00		8,547.12		
September	1,258,393.00		10,346.28		
October	1,139,480.00		9,385.79		
November	872,283.00		7,248.13		
December	744,334.00		6,239.78		
January					
February					
March					
April					
May					
June					
YTD:	6,070,081.00		49,813.57		



**Staff Report/Recommendation**

**REQUESTED:** Town Manager Greg Lunsford

**MEETING DATE:** January 16, 2024

**SUBJECT/TOPIC:** Town Attorney's Report

**BACKGROUND:** Report to be presented verbally by the town attorney.

**ACTION REQUESTED:**

Information Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Reports <input checked="" type="checkbox"/>
Action Item <input type="checkbox"/>	Public Hearing <input type="checkbox"/>	Closed Session <input type="checkbox"/>

**FINANCIAL IMPACT:**

Budgeted: YES ☐ NO ☐ No Financial Impact ☒  
Amount: N/A  
Budget Line Item: N/A

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

**STAFF RECOMMENDATION:** N/A

**APPROVAL:**

  
\_\_\_\_\_  
Greg Lunsford, Town Manager

**ATTACHMENTS:** None

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.



### Staff Report/Recommendation

**REQUESTED:** Town Manager Greg Lunsford

**MEETING DATE:** January 16, 2024

**SUBJECT/TOPIC:** Committee Reports

**BACKGROUND:** Reports to be presented verbally by committee chairs.

**ACTION REQUESTED:**

Information Only	<input type="checkbox"/>	Discussion	<input type="checkbox"/>	Reports	<input checked="" type="checkbox"/>
Action Item	<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Closed Session	<input type="checkbox"/>

**FINANCIAL IMPACT:**

Budgeted: YES ☐ NO ☐ No Financial Impact ☒  
Amount: N/A  
Budget Line Item: N/A

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

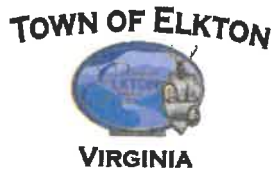
**STAFF RECOMMENDATION:** N/A

**APPROVAL:**

  
\_\_\_\_\_  
Greg Lunsford, Town Manager

**ATTACHMENTS:** None

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.



**Staff Report/Recommendation**

**REQUESTED:** Town Manager Greg Lunsford

**MEETING DATE:** January 16, 2024

**SUBJECT/TOPIC:** Cable Franchise Agreement between the Town of Elkton and Shenandoah Cable Television, LLC

**BACKGROUND:** The required public hearing was held on the request from Shenandoah Cable Television, LLC for approval of an agreement with the Town for a fifteen (15) year cable system franchise. The agreement was reviewed by the Town Manager and Town Attorney and was presented to the Town Council for approval and to give authorization to the Town Manager to execute the agreement.

**ACTION REQUESTED:**


Information Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Reports <input type="checkbox"/>
Action Item <input checked="" type="checkbox"/>	Public Hearing <input type="checkbox"/>	Closed Session <input type="checkbox"/>

**FINANCIAL IMPACT:**

Budgeted: YES ☐ NO ☐ No Financial Impact ☐  
 Amount: N/A  
 Budget Line Item: N/A

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

**STAFF RECOMMENDATION:** That Council approve the Cable Franchise Agreement between the Town of Elkton and Shenandoah Cable Television, LLC and authorize the Town Manager to execute the agreement.

**APPROVAL:**   
 Greg Lunsford, Town Manager

**ATTACHMENTS:** Agreement

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.

**CABLE FRANCHISE AGREEMENT**  
**BETWEEN**  
**THE TOWN OF ELKTON, VIRGINIA**  
**AND**  
**SHENANDOAH CABLE TELEVISION, LLC**

## **CABLE FRANCHISE AGREEMENT**

This Cable Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Town of Elkton, VA, a political subdivision of the Commonwealth of Virginia (hereinafter, “Town”) and Shenandoah Cable Television, LLC (hereinafter, “Franchisee”).

The Town, having determined that the financial, legal and technical ability of the Franchisee is reasonably sufficient to provide the services, facilities and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Franchisee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

### **SECTION 1 - Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Code of Virginia, Article 1.2, § 15.2-2108.19, and the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), unless otherwise defined herein.

1.1 “Act” means the Communications Act of 1934.

1.2 “Affiliate”, in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.3 “Basic service tier” means the service tier that includes (i) the retransmission of local television broadcast channels and (ii) public, educational, and governmental channels required to be carried in the basic tier.

1.4 “Cable Operator” means any Person or group of Persons that (A) provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or (B) otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System. Cable Operator does not include a provider of wireless or direct-to-home satellite transmission service.

1.5 “Cable Service” means the one-way transmission to Subscribers of (i) video programming or (ii) other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Cable service does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d).

1.6 “Cable System” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township and designed in accordance with the International Telecommunication Union - Telecommunication Standardization Sector G.984 Standard for

1.16 "Gross revenue" means all revenue, as determined in accordance with generally accepted accounting principles, that is actually received by the cable operator and derived from the operation of the Cable System to provide cable services in the Franchise Area; however, "gross revenue" shall not include: (i) refunds or rebates made to subscribers or other third parties; (ii) any revenue which is received from the sale of merchandise over home shopping channels carried on the cable system, but not including revenue received from home shopping channels for the use of the cable service to sell merchandise; (iii) any tax, fee, or charge collected by the cable operator and remitted to a governmental entity or its agent or designee, including without limitation a local public access or education group; (iv) program launch fees; (v) directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; (vi) a sale of cable service for resale or for use as a component part of or for the integration into Cable Services to be resold in the ordinary course of business, when the reseller is required to pay or collect franchise fees or similar fees on the resale of the Cable Service; (vii) revenues received by any affiliate or any other person in exchange for supplying goods or services used by the cable operator to provide Cable Service; and (viii) revenue derived from services classified as noncable services under federal law, including, without limitation, revenue derived from telecommunications services and information services, and any other revenues attributed by the cable operator to noncable services in accordance with rules, regulations, standards, or orders of the Federal Communications Commission.

1.17 "Ordinance" includes a resolution.

1.18 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.19 "Public rights-of-way" (PROW or Public Way) means the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway, easement, or similar property in which the Town or the Commonwealth of Virginia now or hereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a cable system. No reference herein, or in any franchise, to a "public rights-of-way" shall be deemed to be a representation or guarantee by the Town that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and Franchisee shall be deemed to gain only those rights to use as are properly in the town and as the Town may have the undisputed right and power to give. For purposes of this Franchise, the term "public right-of-way" shall also include any other parcels of property that are owned by the Town.

1.20 "Interactive on-demand services" means a service providing video programming to Subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming prescheduled by the programming provider.

1.21 "Service Interruption" means a service outage affecting less than five subscribers, or a loss or degradation of either video or audio for one or more channels for one or more subscribers.

2.3 Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Article 1.2 of the Code of Virginia and Section 626 of the Cable Act, as amended.

2.4 Reservation of Authority. Nothing in this Franchise Agreement shall be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority.

#### 2.5 Competitive Equity.

2.5.1 If the Town grants a competitive franchise which, in the reasonable opinion of the Franchisee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, the Franchisee may notify the Town that it wishes to renegotiate certain specified provisions of the Franchise Agreement. Within 30 days after the Franchisee provides such notice, both parties must begin to negotiate in good faith, and either party to this Franchise Agreement may request changes to amend this Agreement so that neither the Franchisee's Franchise Agreement nor that of the competitor contains terms that are more favorable or less burdensome than the other. For purposes of this section, the franchises must be viewed as a whole, not on a provision-by-provision basis, and the franchises must be compared with due regard for the circumstances existing at the time each franchise was granted.

2.5.2 In the event an application for a new cable television franchise is filed with the Franchising Authority proposing to serve the Franchising Area, in whole or in part, the Franchising Authority shall serve or require to be served a copy of such application upon the Franchisee by registered or certified mail or via nationally recognized overnight courier service.

2.5.3 In the event that a cable provider provides Cable Service to the residents of the town under a federal franchise that is unavailable to the Franchisee, the Franchisee shall have a right to request amendments to this Franchise Agreement that relieve the Franchisee of regulatory burdens that create a competitive disadvantage to the Franchisee. In requesting amendments, the Franchisee shall file a petition seeking to amend the Franchise Agreement. Such petition shall: (1) indicate the presence of a competitor that has a franchise; (2) identify the basis for Franchisee's belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. Town Council shall hold a public hearing to evaluate the petition and hear views of interested parties. The Franchising Authority shall not unreasonably withhold consent to the Franchisee's petition.

### **SECTION 3 – Construction and Maintenance of the Cable System**

3.1 Permits and General Obligations. The Franchisee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation,

3.2.5 Trimming of Trees and Shrubbery. The Franchisee shall have the responsibility and authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Franchisee's wires, cables, or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense and in accordance with ANSI A300 pruning standards. For all planned trimming, the Franchisee shall provide the Town at least two business days notice of the work to be performed and a description of such work. For trimming of an emergency nature, including responding to storm damage, advance notice is not required. The Franchisee shall be responsible for any damage and all clean up of debris caused by such trimming.

3.2.6 Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Franchisee shall place its Cable System's transmission and distribution facilities underground; provided that such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7 All excavation and reconstruction work by Franchisee in the public rights-of-way must be in compliance with the generally applicable requirements of the Town Code, including all of the standards referenced therein including the Town's Design and Construction Standards Manual, and all generally applicable VDOT standards. It shall be the responsibility of Franchisee to obtain any required permits, to review all applicable excavation, reconstruction, restoration, repair and permitting requirements, and to become familiar with such requirements before beginning any excavation, reconstruction, restoration or repair work in the public rights-of-way or private property.

3.2.8 Any equipment or facilities installed by Franchisee in the public rights-of-way shall be installed, located, erected, constructed, reconstructed, replaced, restored, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not (1) to endanger or interfere in any manner with improvements the may deem appropriate to make; or (2) to interfere with the rights of any private property owner; or (3) to hinder or obstruct pedestrian or vehicular traffic.

3.2.9 Whenever the Town shall determine that it is necessary in connection with the repair, relocation, or improvement of the public rights-of-way, the Town may require by written notification that any properties or facilities of the Franchisee be removed or relocated. Within sixty (60) days after receipt of notification, unless the Town extends such period for good cause shown, the Franchisee shall remove or relocate its facilities to such place and under such terms and conditions as specified by the Town. The Franchisee shall bear all expenses associated

that the Town apply for such funds. In the event that Franchisee is required to place existing aerial plant underground, Franchisee reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

4.2 New Developments. Franchisee agrees to use commercially reasonable efforts to inform itself of all newly planned developments with the Town and to work with developers to cooperate in pre-installation of facilities to support Cable Service. Should, through new construction, an area within the franchise area meet the density requirement, the Franchisee shall provide Cable Service to such area within six months of receiving notice from the Town that the density requirement has been met.

4.3 Programming. The Franchisee shall offer to all Customers a diversity of video programming services.

4.4 No Discrimination. The Franchisee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Franchisee are satisfied, unless such Person has engaged in theft of Franchisee's cable services, vandalism of its property or harassment of its representatives. Nothing contained herein shall prohibit the Franchisee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice. Franchisee shall assure that access to cable services is not denied to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides.

4.5 Performance Evaluation Sessions: The Town and the Franchisee shall hold scheduled performance evaluation sessions upon written request from the Town.

4.5.1. Performance Evaluation sessions shall be held no more than once every three years during the Term of the Franchise. All such evaluation sessions shall be publicized in advance and be open to the public.

4.5.2. The Franchisee shall reasonably cooperate with the evaluation and shall, subject to the proprietary information provision of Section 8.7 of this Agreement, supply the Town with all relevant, non-proprietary information requested.

4.5.3. If the evaluation indicates a need for modification of the Agreement, the Town shall attempt to negotiate the identified changes with the Franchisee. Any changes agreed to by the Town and the Franchisee shall be approved by the Town Council before they become effective.

Franchising Authority shall be responsible for developing, implementing, interpreting and enforcing rules for Educational and Governmental Access Channel use.

5.2 Public Access. A “Public Access Channel” is a channel position designated for noncommercial use by the public on a first-come, first-served, nondiscriminatory basis. A Public Access Channel may not be used to cablecast programs for profit, or for political or commercial fundraising in any fashion.

5.3 Educational Access. An “Educational Access Channel” is a channel position designated for noncommercial use by educational institutions such as public or private schools (but not “home schools”), community colleges, and universities.

5.4 Government Access. A “Governmental Access Channel” is a channel position designated for noncommercial use by the Franchising Authority for the purpose of showing the public local government at work.

5.5 The Town may, after a public hearing and upon a finding that the existing PEG channels are substantially utilized within the meaning of Section 15.2-2108.22(1) of the Code of Virginia, require by ordinance that the Franchisee provide an additional PEG channel or channels, up to a maximum of three (3) additional PEG channels, provided that the total number of PEG channels, including the additional PEG channels, shall not exceed six (6).

5.6 Franchisee shall ensure that all PEG access channel signals carried on its system, regardless of the method used to acquire the PEG channels, comply with all applicable FCC signal quality and technical standards for all classes of signals. The technical and signal quality of all PEG access channel signals shall be preserved and shall be of comparable quality as other channels.

## **SECTION 6 - Communications Tax and Franchise Fees**

6.1. Communications Tax: Franchisee shall comply with the provisions of Section 58.1-645 et seq. of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended (the “Communications Tax”), and Sections 6.2 through 6.6 of the Agreement shall not have any effect, for so long as the Communications Tax or a successor state or local tax that would constitute a franchise fee for purposes of 47 U.S.C. § 641, as amended, is imposed on the sale of cable services by the Franchisee to subscribers in the town.

6.2. Payment of Franchise Fee to Town: In the event that the Communications Tax is repealed and no successor state or local tax is enacted that would constitute a franchise fee for purposes of 47 U.S.C. § 641, as amended, and if federal law allows a Franchise fee to be paid by the Franchisee to the Town, Franchisee shall pay to the Town a Franchise fee of five percent (5%) of annual Gross Revenue (or the maximum then allowed by federal law), beginning on the effective date of the repeal of such tax (the “Repeal Date”). Beginning on the Repeal Date, the terms of Section 6.2 through 6.6 of this Agreement shall take effect. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later

## **SECTION 7 - Customer Service Standards; Customer Bills; and Privacy Protection**

7.1 Customer Service Standards. The Franchisee shall comply in all respects with the customer service requirements established by the FCC. Franchisee shall be subject to the following customer service standards consistent with 47 U.S.C. §§ 76.309, 1602, 1603, 1618 and 1619:

7.1.1 Franchisee will maintain a local or toll-free telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

7.1.1.1 Trained representatives will be available to respond to customer telephone inquiries during normal business hours.

7.1.1.2 After normal business hours, the access line may be answered by a service or automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained representative on the next business day.

7.1.2 Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions as measured on a quarterly basis.

7.1.3 Under normal operating conditions, the customer will receive a busy signal less than three percent (3%) of the time.

7.1.4 Franchisee shall accurately collect and maintain data to measure its compliance with the telephone answering standards in Sections 7.1.2 and 7.1.3.

7.1.5 Customer service centers and bill payment locations will be open at least during normal business hours and one or more bill payment centers will be conveniently located in the Harrisonburg area.

7.1.6 Installations, Outages, and Service Calls. Under normal operating conditions, each of the following standards will be met no less than ninety five percent (95%) of the time as measured on a quarterly basis.

7.1.6.1 Standard installations will be performed within seven business days after an order has been placed. "Standard" installations are those that are within 150 feet of the existing distribution system.

7.1.6.2 Excluding conditions beyond the control of the Franchisee, the Franchisee will begin repairs on Service Outages promptly and in no event later than twenty-four (24) hours after the outage becomes known.

7.1.6.3 The Franchisee must begin working to correct Service Interruptions within 24 hours, including weekends, of receiving a subscriber call for a Service Interruption.

7.4 In case of a billing dispute, Franchisee must respond to a written complaint from a subscriber within thirty (30) days.

7.5 Refund checks will be issued promptly, but not later than either:

7.5.1 The customer's next billing cycle following resolution of the request, or thirty (30) days, whichever is earlier, or

7.5.2 The return of the equipment supplied by Franchisee if service is terminated.

7.6 Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

7.7 Franchisee shall provide parental control devices to all subscribers who wish to be able to block out any objectionable channel(s) of programming from the cable service entering the subscriber's home.

7.8 Privacy Protection. The Franchisee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

## **SECTION 8 - Oversight and Regulation by Franchising Authority**

8.1 Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Franchisee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement.

8.2 Technical Standards. The Franchisee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Franchisee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

8.3 Operational Records. The Franchisee shall maintain the records required to compute all operational and customer service compliance measures outlined in this Franchise to demonstrate that the measures are being met for at least four consecutive quarters. Failure to maintain the records as required herein shall subject the Franchisee to the liquidated damages established in this Franchise Agreement.

8.4 Records Required: Franchisee shall at all times maintain:

relating to the provision of Cable Service in the franchise area, except as provided herein. Such confidential information shall be subject to the following, to be applied as is most practicable for the purposes of this Agreement:

8.7.1.1 To the extent an exemption under the Virginia Freedom of Information Act permits the Town to maintain the confidentiality of submitted information and the Franchisee submits such information to the Town, the Town shall maintain the confidentiality of such information and not disclose it to any public request;

8.7.1.1 To the extent the information provided to an accountant, attorney, consultant, or any other agent of the Town ("Town Consultant") would not be subject to public disclosure under the Virginia Freedom of Information Act and the Town instructs the Franchisee to provide such information to the Town Consultant as may be required by this Agreement, the Franchisee shall provide such information to the Town Consultant and the Town shall not take possession of the information nor engage in any act that would jeopardize the confidentiality of such information; or,

8.7.1.3 Franchisee must provide the following documentation to the Town:

- (i) specific identification of the information;
- (ii) statement attesting to the reason(s) the Franchisee believes the information is confidential; and
- (iii) statement that the documents are available at the Franchisee's designated offices for inspection by the Town.

8.7.2 At all times, the Town shall take reasonable steps to protect the proprietary and confidential nature of any books, records, maps, plans, or other Town-requested documents that are provided pursuant to the Agreement to the extent they are designated as such by the Franchisee. Nothing in this Section shall be read to require the Franchisee to violate federal or state law protecting Subscriber privacy.

8.8 Reporting. Upon written request, the Franchisee shall submit the following reports regarding annual financial information and quarterly customer service information:

8.8.1 Annual Reports. Upon written request and no later than ninety (90) days after the end of its fiscal year, Franchisee shall submit a written report to the Town, which shall include a list of major cable-related projects undertaken in the past year including any new, relocated, or upgraded aerial or underground facilities;

8.8.2 Quarterly Reports. Upon written request by the Town, no later than thirty (30) days after the end of each calendar quarter, the Franchisee shall submit a written report to the Town regarding complaints and service requests received from customers in the Franchise Area, containing such categories of information as the Franchisee records in the normal course of business, which may include:

Affiliate of the Franchisee; (c) any action that is the result of a merger of the parent of the Franchisee; (d) any action that is the result of a merger of another Affiliate of the Franchisee; or (e) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or the System used to provide Cable Service in order to secure indebtedness.

## **SECTION 10 - Insurance and Indemnity**

10.1 The Franchisee shall indemnify, hold harmless and defend the Town, its officers, employees, and agents (hereinafter referred to as "indemnities"), from and against:

10.1.1 Any and all third-party claims for liabilities, obligations, damages, penalties, liens, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or asserted against the indemnitees by reason of any act or omission of the Franchisee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Franchisee's cable system caused by Franchisee, its contractors, subcontractors or agents or the Franchisee's failure to comply with any federal, state or local statute, ordinance or regulation.

10.1.2 Any and all third-party claims for liabilities, obligations, damages, penalties, liens, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and consultants), which are imposed upon, incurred by or asserted against the indemnitees by reason of any claim or, lien arising out of work, labor, materials or supplies provided or supplied to the Franchisee, its contractors or subcontractors, for the installation, construction, operation or maintenance of the Franchisee's cable system in the town.

10.1.3 Any and all third-party claims for liabilities, obligations, damages, penalties, liens, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or asserted against the indemnitees by reason of any financing or securities offering by Franchisee or its affiliates for violations of the common law or any laws, statutes or regulations of the Commonwealth of Virginia or of the United States, including those of the Federal Securities and Exchange Commission, whether by the Franchisee or otherwise.

10.2 Damages shall include, but not be limited to, penalties arising out of copyright infringements and damages arising out of any failure by the Franchisee to secure consents from the owners, authorized distributors or licensees, or programs to be delivered by the Franchisee's cable system.

10.7.5 Franchisee shall carry and maintain in its own name automobile liability insurance with a limit of \$1,000,000 for each person and \$1,000,000 for each accident for property damage with respect to owned and non-owned automobiles for the operation of which the Franchisee is responsible; and

10.7.6 Coverage for copyright infringement.

10.8 The inclusion of more than one (1) insured shall not operate to increase the limit of the Franchisee's liability, and that insurer waives any right on contribution with insurance which may be available to the Town.

10.9 All policies of insurance required by this section shall be placed with companies which are qualified to write insurance in the Commonwealth of Virginia and which maintain throughout the policy term a General Rating of "A-VII".

10.10 Certificates of insurance shall be filed and maintained with the Town's Risk Manager during the term of the franchise. The Franchisee shall immediately advise the Town Attorney of any litigation that may develop that would affect this insurance.

10.11 Should the Town find an insurance certificate to be in non-compliance, then it shall notify the Franchisee, and the Franchisee shall be obligated to cure the defect.

10.12 Neither the provisions of this section, nor any damages recovered by the Town thereunder, shall be construed to nor limit the liability of the Franchisee under any franchise issued hereunder or for damages.

10.13 The insurance policies provided for herein shall name the Town, its officers, employees and agents as additional insured's, and shall be primary to any insurance or self-insurance carried by the Town. The insurance policies required by this section shall be carried and maintained by the Franchisee throughout the term of the franchise and such other period of time during which the Franchisee operates or is engaged in the removal of its cable system. Each policy shall contain a provision providing that the insurance policy may not be canceled by the surety, nor the intention not to renew be stated by the surety, until thirty (30) days after receipt by the Town, by registered mail, of written notice of such intention to cancel or not to renew.

10.14 Nothing in this section shall require Franchisee to indemnify, hold harmless or defend the Town, its officials, employees or agents, from any claims or lawsuits arising out of the Town's negligence or award of a franchise to another person.

## **SECTION 11 - System Description and Service**

11.1 System Characteristics: Franchisee's Cable System shall meet or exceed the following requirements:

11.1.1. The System shall provide bandwidth capacity capable of carrying one hundred (100) channels of video programming.

11.8.2 The EAS shall at all times be operated in accordance with FCC rules and the Virginia EAS Plan. If the Town determines that it is in the public interest to implement franchise emergency override capabilities in addition to those required by federal and state law, and provided that the additional franchise emergency override capabilities are technically feasible, compatible with Franchisee's equipment and can be deployed at a reasonable cost, Franchisee shall deploy such additional capabilities at its sole cost within twelve (12) months of a written request by the Town. All such equipment will be purchased by the Town.

11.8.3 The Town or other designated body responsible under any approved state or local EAS plan shall provide reasonable notice to the Franchisee prior to any test of the EAS. The Franchisee shall cooperate with the Town or other designated body responsible under any approved state or local EAS plan in any such test. Town shall indemnify the Franchisee against any issues that may arise from any use of the EAS by the Town.

11.8.4 Franchisee shall maintain the EAS and shall periodically upgrade the EAS at the Franchisee's sole expense to ensure that the EAS technology remains consistent and compatible with FCC requirements and applicable law.

## **SECTION 12 - Enforcement of Franchise**

12.1 If, pursuant to any required public hearing, the Town determines that the Franchisee has failed to materially comply with this franchise, Article 1.2 (§§ 15.2-2108 *et seq.*) of Chapter 121 of Title 15.2 of the Code of Virginia, or the applicable mandatory requirements of 47 U.S.C. §§ 521-573 or any regulation promulgated thereunder, the Town may impose any penalty for a violation of the terms of an ordinance franchise that it may impose for a comparable violation under the terms of a negotiated franchise or applicable Virginia or Town law, including, without limitation, revocation of the franchise.

12.2 Within thirty (30) days after the award of a franchise, the Franchisee shall maintain a performance bond or an irrevocable letter of credit from a financial institution running to the Town in the amount of fifty thousand dollars (\$50,000.00.). The bond or letter of credit shall be used to insure the faithful performance by the Franchisee of all of the provisions of its franchise and this ordinance, Sections 15.2-2108.19 *et seq.* of the Code of Virginia, and the mandatory requirements of 47 U.S.C. §§ 521-573 and any rules promulgated thereunder, and compliance with all lawful orders, permits, and directions of any agency, commission, board, department, division, or office of the Town having jurisdiction over the acts of the Franchisee, or defaults under a franchise or the payment by Franchisee of any penalties, liquidated damages, claims, liens, and taxes due the Town which arise by reason of the construction, operation, or maintenance of Franchisee's cable system in the town, including, including restoration of the public rights-of-way and the cost of removal or abandonment of any property of a cable operator.

12.3 Any bond obtained by Franchisee must be placed with a company which is qualified to write bonds in the Commonwealth of Virginia, such bond shall be subject to the approval of the Town Attorney, which approval shall not be unreasonably withheld or denied, and shall

12.7.1 Should the Franchising Authority believe that the Franchisee has not complied with any of the provisions of this Franchise Agreement, it shall: (i) informally discuss the matter with the Franchisee and (ii) notify the Franchisee in writing of the exact nature of the alleged noncompliance if the discussions described in the foregoing clause (i) do not lead to resolution of the alleged noncompliance. The Franchisee shall have thirty (30) days from receipt of this written notice to: (a) respond to the Franchising Authority, if the Franchisee contests, in whole or in part, the assertion of noncompliance; (b) cure such default; or (c) in the event that, by the nature of default, such default cannot be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed. The Franchising Authority shall schedule a public hearing in the event that the Franchisee fails to respond to the written notice pursuant to these procedures or in the event that the alleged default is not remedied within thirty (30) days of the date projected above if the Franchising Authority intends to continue its investigation into the default. The Franchising Authority shall provide the Franchisee at least thirty (30) business days prior written notice of such hearing, which will specify the time, place, and purpose.

12.7.2 In the event the Franchisee fails to cure the default within thirty (30) days, fails to file a timely written response, or fails to timely complete the remediation, the Town, if it wishes to continue its investigation into the default, shall schedule a public hearing. The Franchisee shall be notified in writing at least thirty (30) business days prior to the public hearing and shall be provided an opportunity to be heard at the public hearing. The notice shall specify the time, place, and purpose of the public hearing. The Town shall: (1) provide public notice of the hearing in compliance with Virginia law; (2) hear any person interested in the violation under review; and (3) provide the Franchisee with an opportunity to be heard.

12.7.3 The Town shall, within a reasonable time after the closure of the public hearing, issue findings and conclusions in writing, setting forth the basis for the findings, the proposed cure plan and time line for curing the violation, if the violation can be cured, and the penalties, damages and applicable interest, if any, owed.

12.7.4 Subject to applicable federal and Virginia law and the provisions of this ordinance, if the Town determines pursuant to a public hearing that Franchisee is in violation of any provision of this ordinance, Article 1.2 (§§ 15.2-2108 *et seq.*) of Chapter 121 of Title 15.2 of the Code of Virginia, or the applicable mandatory requirements of 47 U.S.C. §§ 521-573 or any regulation promulgated thereunder, the Town may apply one or a combination of the following remedies: (i) seek specific performance or other equitable relief; (ii) commence an action at law; (iii) apply penalties in accordance with Section 12.8, if applicable; or (iv) apply liquidated damages in accordance with Section 12.8, if applicable.

12.7.5 The Town may designate the cable administrator or other designee to conduct the hearings and issue findings and conclusions under this subsection. If the Town does so, the Franchisee may appeal the determination of the cable administrator or other Town designee to the Town Council. Such an appeal shall be heard at a lawfully noticed public hearing.

12.7.6 In the event Franchisee submits notification of unwillingness to comply with any additional service availability requirements as contained in Section 12.2-8 of this

12.8.3.7 The Franchisee shall not be charged with multiple violations for a single act or event affecting a single subscriber or for a single act or event affecting multiple subscribers on the same day.

12.8.3.8 The Town may reduce or waive any of the above liquidated damages if it determines, in its discretion, that such waiver is in the public interest.

12.8.3.9 If a court of competent and binding jurisdiction determines that liquidated damages cannot be imposed by this ordinance rather than by contract, the foregoing liquidated damages shall be construed to be penalties to the full extent allowed and contemplated by Section 15.2-2108.22(6) of the Code of Virginia

12.9 Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Franchisee to penalties, fines, forfeitures or revocation of the Franchise for so-called “technical” breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

12.9.1 in instances or for matters where a violation or a breach of the Franchise by the Franchisee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

12.9.2 where there existed circumstances reasonably beyond the control of the Franchisee and which precipitated a violation by the Franchisee of the Franchise, or which were deemed to have prevented the Franchisee from complying with a term or condition of the Franchise.

## **SECTION 13 - Inspection of facilities**

13.1 Franchisee shall comply with all applicable federal, state and local construction and engineering codes and regulations, currently in force or hereafter applicable, to the construction, operation or maintenance of its cable system within the town. The Town shall have the right, at its sole cost, to inspect all construction or installation work performed pursuant to the franchise and to conduct any tests it deems necessary to ensure compliance with the terms of this ordinance and all applicable federal, state and local building and engineering codes. However, the Town shall not be required to review or approve construction plans and specifications or to make any inspections. The Franchisee shall be solely responsible for taking all steps necessary to assure compliance with applicable standards and to ensure that its cable system is installed in a safe manner and pursuant to the terms of the franchise and applicable law.

## **SECTION 14 - Miscellaneous Provisions**

14.1 Force Majeure. The Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the

14.6 Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Franchisee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

14.7 No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

14.8 No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Franchisee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

Attest:

Town of Elkton, Virginia:

\_\_\_\_\_

By: \_\_\_\_\_

Name: Greg Lunsford

\_\_\_\_\_  
Date

Title: Town Manager

Attest:

Shenandoah Cable Television, LLC:

\_\_\_\_\_

By: \_\_\_\_\_

Name: Chris Kyle

\_\_\_\_\_  
Date

Title: Vice President



**Staff Report/Recommendation**

**REQUESTING DEPARTMENT:** Town Manager Greg Lunsford

**MEETING DATE:** January 16, 2024

**SUBJECT/TOPIC:** Lantz construction contract

**BACKGROUND:** Town Manager and Town Attorney to discuss.

**ACTION REQUESTED:**

Information Only	<input type="checkbox"/>	Discussion	<input type="checkbox"/>	Reports	<input type="checkbox"/>
Action Item	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Closed Session	<input type="checkbox"/>

**FINANCIAL IMPACT:**

Budgeted: YES ☐ NO ☐ No Financial Impact ☒  
Amount: N/A  
Budget Line Item: N/A

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

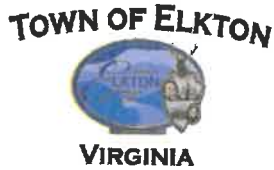
**STAFF RECOMMENDATION:** N/A

**APPROVAL:**

  
Greg Lunsford, Town Manager

**ATTACHMENTS:** None

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.



**Staff Report/Recommendation**

**REQUESTED:** Town Manager Greg Lunsford

**MEETING DATE:** January 16, 2024

**SUBJECT/TOPIC:** Donations for Elkton Downtown Marketplace

**BACKGROUND:** N/A

**ACTION REQUESTED:**

Information Only	<input checked="" type="checkbox"/>	Discussion	<input type="checkbox"/>	Reports	<input type="checkbox"/>
Action Item	<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Closed Session	<input type="checkbox"/>

**FINANCIAL IMPACT:**

Budgeted: YES ☐ NO ☐ No Financial Impact ☒  
Amount: N/A  
Budget Line Item: N/A

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

**STAFF RECOMMENDATION:** N/A

**APPROVAL:**   
Greg Lunsford, Town Manager

**ATTACHMENTS:** None

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.



## Staff Report/Recommendation

**REQUESTED: Economic Development**

**MEETING DATE: January 16, 2024**

**SUBJECT/TOPIC:** Recommendation by the Elkton Planning Commission to amend the Planning Commission By-Laws.

**BACKGROUND:** On January 2, 2024 the Elkton Planning Commission voted unanimously to recommend to Elkton Town Council to amend the Planning Commission By-Laws.

**ACTION REQUESTED:**


Information Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Reports <input type="checkbox"/>
Action Item <input checked="" type="checkbox"/>	Public Hearing <input type="checkbox"/>	Closed Session <input type="checkbox"/>

**FINANCIAL IMPACT:**

Budgeted: YES ☐ NO ☐ No Financial Impact ☒  
 Amount:  
 Budget Line Item:

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

**STAFF RECOMMENDATION:**

**APPROVAL:**   
 Greg Lunsford, Town Manager

**ATTACHMENTS:**

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.

**Town of Elkton, Virginia**  
**Planning Commission By-Laws**

*Adopted November 13, 1995*

*Revised February 8, 2007*

*Revised November 4, 2014*

*Revised January 2, 2024*

**Article I - Authorization**

- 1-1. This planning commission is established in conformance with a resolution adopted by the Council of Elkton, Virginia on June 14, 1963 and in accord with provisions of Section 15.2-2210, Code of Virginia (1950), as amended.
- 1-2. The official title of this body shall be the Town of Elkton Planning Commission, hereinafter referred to as the "Commission."

**Article II- Purpose**

- 2-1. The primary purpose of the Commission is to serve in an advisory capacity to the Council, by preparing and recommending plans, ordinances, capital improvement programs, and other documents to the Council for its consideration.

**Article III- Membership**

- 3-1. **§ 6-2. Composition; appointment; terms.** (Ref. Code Book Chapter 6)

The Planning Commission shall be composed of seven members, who shall be appointed by the Town Council, all of whom shall be residents of the town and freeholders qualified by knowledge and experience to make decisions on questions of community growth and development. The members of the Commission shall serve for terms of four years each.

- 3-2. Vacancies shall be filled by appointment made by the Council and shall be for an unexpired term only.
- 3-3. Members of the Commission shall be eligible for reappointment.
- 3-4. Members of the Commission may be removed by the Council for malfeasance in office.
- 3-5. Terms of commission members shall expire immediately before the beginning of the regular meeting at which their successor's terms of office begin.
- 3-6. The Council may provide for the payment of expenses incurred by Commission members in the performance of their official duties and compensation for services.

**Article IV - Selection of Officers**

- 4-1. Officers of the Commission shall consist of a chairman, vice chairman, and secretary. The chairman, vice-chairman and secretary shall be elected by the appointed members.
- 4-2. Nomination of officers shall be made from the floor at the June meeting each year. Election of officers shall follow immediately. A candidate receiving a majority vote of the entire membership should be declared elected.
- 4-3. Terms of office shall be for one year or until a successor takes office. Elected officers would serve no more than a two year term unless agreed upon by the member and the Commission.
- 4-4. Vacancies shall be filled for an unexpired term by a majority vote of the commission.

**Article V - Duties of Officers**

- 5- 1 .The chairman shall:
  - 5-1-1. Preside at meetings,
  - 5-1-2. Appoint committees.
  - 5-1-3. Rule on procedural questions (subject to reversal by a two-thirds majority vote of the members present).
  - 5-1-4. Report official communications at the next regular commission meeting.
  - 5-1-5. Certify official documents involving the authority of the Commission.
  - 5-1-6. Certify minutes as true and correct copies.
  - 5-1-7. Carry out other duties as assigned by the Commission.
- 5-2. The vice-chairman shall:
  - 5-2-1. Assume the full powers of the chairman in the absence or inability of the chairman to act.
- 5-3. The secretary shall be accountable for, and the office of the Town Manager will provide the following:
  - 5-3-1. Recording attendance at meetings.
  - 5-3-2. Recording the minutes of the Commission meetings.

5-3 -3. Notifying members of all meetings.

5-3-4. Maintaining a file of all official Commission records

and reports. 5-3-5. Certifying maps, records, and reports

of the Commission.

5-3-6. Giving notice and be responsible for publishing public notices of all Commission public hearings and public meetings.

5-3-7. Attend to the correspondence for the execution of the duties and functions of the Commission.

#### **Article VI - Committees**

6-1. The following committees may be appointed at the discretion of the chairman.

6-1-1. Comprehensive Plan Committee - develops, updates, and revises the Comprehensive plan and coordinates the work of other committees which relate to the plan development.

6-1-2. Land Use Committee - prepares and maintains an inventory of land uses within the Town of Elkton, and is responsible for the preparation of land use maps.

6-1-3. Subdivision Committee - drafts subdivision regulations and subsequent amendments. Examines subdivision applications and makes recommendations to the Commission after reviewing staff comments.

6-1-4. Zoning Committee - drafts zoning ordinance and subsequent amendments. Reviews applications for rezoning, special exceptions, or use permits and recommendations to the Commission.

6-1-5. Capital Improvements Committee - prepares and annually updates capital improvements program (CEP) in conjunction with Elkton administrative officials. Assures that the CIP is in conformance with the comprehensive plan,

6-2. Special committees may be appointed by the chairman for purposes and terms approved by the Commission.

6-3. The chairman shall be an ex-officio member of every committee.

#### **Article VII – Meetings**

7-1. Regular meetings of the Commission shall be held on the first Tuesday of each month at 6:30 p.m. Special meetings shall be called as needed. When a meeting

date falls on a legal holiday, the meeting shall be held on the day following unless the Commission selects an alternate day.

7-2. Special meetings may be called by the chairman or by two members upon written request to the secretary. The secretary shall mail a written notice to all members, at least five days before a special meeting by the chairman, stating the time, place, and purpose of the meeting.

7-3. Scheduled meeting may be cancelled, by the chairman, up to 48 hours before the meeting.

7-4. All meetings of the Commission shall be open to the public.

7-5. Whereas Council amended Chapter 6 Article I, Section 6-4 to include removal of members based on attendance, it is imperative that members attend both scheduled and called meetings of the planning commission. As the commission serves as an advisory board to the Town Council, and often is required to have Joint public hearings with the Town Council, Members must be available for meetings on nights that the council normally has scheduled meetings. For clarity, in addition to the policy set forth by council, two (2) partial meeting attendances will be counted as one (1) absence for the purpose of keeping attendance.

### **Article VIII-Voting**

8-1. A majority of the sitting members shall constitute a quorum.

8-2. No action of the Commission shall be valid unless authorized by a majority vote of those present and voting.

8-3. The Commission shall only consider issues submitted in writing five days prior unless, a majority of the Commission members deemed it appropriate to consider.

### **Article IX - Order of Business**

9-1. The order of business for a regular meeting may be:

9-1-1. Call to order.

9.1.1.1. Pledge of Allegiance

9-1-2. Roll Call.

9-1-3. Determination of a quorum.

9-1-4. Public expression,

9-1-5. Reading of minutes.

9-1-6. Report of secretary

9-1-7. Report of standing committees,

9-1 -8. Report of special committees.

9-1-9.Unfinished business.

9-1-10. New Business.

9-1-11 .Adjournment,

9-2. Parliamentary procedure in Commission meetings shall be governed by Robert's Rules of Order.

9-3. The Commission shall keep minutes of each meeting, and these minutes shall become a public record. The secretary and chairman shall sign all minutes and certify that the minutes are true and correct copy.

#### **Article X - Public Hearings**

10-1 .In addition to those required by law, the Commission may hold public hearings on any zoning matter which it deems to be in the public interest.

10-2. Notice of a public hearing shall be published once a week for two successive weeks, in a newspaper of general circulation in the area, at least ten days before the day of the public hearing. Such notice shall specify the time and place of hearing, which cannot be less than six nor more that twenty-one days after the second newspaper advertisement.

10-3. The chairman shall summarize the matter before the Commission, allow interested parties to speak, and accept written statements and other documentation pertinent to the matter being addressed.

10-4. An accurate, written record shall be made of the proceedings of the public hearing and maintained as part of the Commission files.

10-5. Proffers should be in writing and submitted to the Zoning Administrator prior to the applicable public hearing.

#### **Article XI - Amendments**

11-1. These Bylaws may be amended by a majority vote of the entire membership after thirty days prior notice.

**Town of Elkton, Virginia**  
**Planning Commission By-Laws**

*Adopted November 13, 1995*

*Revised February 8, 2007*

*Revised November 4, 2014*

**Article I - Authorization**

- 1-1. This planning commission is established in conformance with a resolution adopted by the Council of Elkton, Virginia on June 14, 1963 and in accord with provisions of Section 15.2-2210, Code of Virginia (1950), as amended.
- 1-2. The official title of this body shall be the Town of Elkton Planning Commission, hereinafter referred to as the "Commission."

**Article II- Purpose**

- 2-1. The primary purpose of the Commission is to serve in an advisory capacity to the Council, by preparing and recommending plans, ordinances, capital improvement programs, and other documents to the Council for its consideration.

**Article III- Membership**

- 3-1. **§ 6-2. Composition; appointment; terms.** *(Ref. Code Book Chapter 6)*

The Planning Commission shall be composed of seven members, who shall be appointed by the Town Council, all of whom shall be residents of the town and freeholders qualified by knowledge and experience to make decisions on questions of community growth and development. One member of the Commission may be a member of the Town Council and one member may be a member of the administrative branch of government of the town. The term of each of these two members shall be co-extensive with the term of office to which he or she has been elected or appointed unless the Town Council, at the first regular meeting each year, appoints others to serve as their representatives. The remaining members of the Commission shall serve for terms of four years each.

- 3-2. Vacancies shall be filled by appointment made by the Council and shall be for an unexpired term only.
- 3-3. Members of the Commission shall be eligible for reappointment.
- 3-4. Members of the Commission may be removed by the Council for malfeasance in office.

- 3-5. Terms of commission members shall expire immediately before the beginning of the regular meeting at which their successor's terms of office begin.
- 3-6. The Council may provide for the payment of expenses incurred by Commission members in the performance of their official duties and compensation for services.

**Article IV - Selection of Officers**

- 4-1. Officers of the Commission shall consist of a chairman, vice chairman, and secretary. The chairman, vice-chairman and secretary shall be elected by the appointed members.
- 4-2. Nomination of officers shall be made from the floor at the June meeting each year. Election of officers shall follow immediately. A candidate receiving a majority vote of the entire membership should be declared elected.
- 4-3. Terms of office shall be for one year or until a successor takes office. Elected officers would serve no more than a two year term unless agreed upon by the member and the Commission.
- 4-4. Vacancies shall be filled for an unexpired term by a majority vote of the commission.

**Article V - Duties of Officers**

- 5- 1 . The chairman shall:
  - 5-1-1. Preside at meetings,
  - 5-1-2. Appoint committees.
  - 5-1-3. Rule on procedural questions (subject to reversal by a two-thirds majority vote of the members present).
  - 5-1-4. Report official communications at the next regular commission meeting.
  - 5-1-5. Certify official documents involving the authority of the Commission.
  - 5-1-6. Certify minutes as true and correct copies.
  - 5-1-7. Carry out other duties as assigned by the Commission.
- 5-2. The vice-chairman shall:
  - 5-2-1. Assume the full powers of the chairman in the absence or inability of the chairman to act.

5-3. The secretary shall be accountable for, and the office of the Town Manager will provide the following:

5-3-1. Recording attendance at meetings.

5-3-2. Recording the minutes of the Commission meetings.

5-3 -3. Notifying members of all meetings.

5-3-4. Maintaining a file of all official Commission records and reports.

5-3-5. Certifying maps, records, and reports of the Commission.

5-3-6. Giving notice and be responsible for publishing public notices of all Commission public hearings and public meetings.

5-3-7. Attend to the correspondence for the execution of the duties and functions of the Commission.

#### **Article VI - Committees**

6-1. The following committees may be appointed at the discretion of the chairman.

6-1-1. Comprehensive Plan Committee - develops, updates, and revises the comprehensive plan and coordinates the work of other committees which relate to the plan development.

6-1-2. Land Use Committee - prepares and maintains an inventory of land uses within the Town of Elkton, and is responsible for the preparation of land use maps.

6-1-3. Subdivision Committee - drafts subdivision regulations and subsequent amendments. Examines subdivision applications and makes recommendations to the Commission after reviewing staff comments.

6-1-4. Zoning Committee - drafts zoning ordinance and subsequent amendments. Reviews applications for rezoning, special exceptions, or use permits and recommendations to the Commission.

6-1-5. Capital Improvements Committee - prepares and annually updates capital improvements program (CEP) in conjunction with Elkton administrative officials. Assures that the CIP is in conformance with the comprehensive plan,

6-2. Special committees may be appointed by the chairman for purposes and terms approved by the Commission.

6-3. The chairman shall be an ex-officio member of every committee.

**Article VII – Meetings**

- 7-1. Regular meetings of the Commission shall be held on the first Tuesday of each month at 7:00 p.m. Special meetings shall be called as needed. When a meeting date falls on a legal holiday, the meeting shall be held on the day following unless the Commission selects an alternate day.
- 7-2. Special meetings may be called by the chairman or by two members upon written request to the secretary. The secretary shall mail a written notice to all members, at least five days before a special meeting by the chairman, stating the time, place, and purpose of the meeting.
- 7-3. Scheduled meeting may be cancelled, by the chairman, up to 48 hours before the meeting.
- 7-4. All meetings of the Commission shall be open to the public.

**Article VIII-Voting**

- 8-1. A majority of the sitting members shall constitute a quorum.
- 8-2. No action of the Commission shall be valid unless authorized by a majority vote of those present and voting.
- 8-3. The Commission shall only consider issues submitted in writing five days prior unless, a majority of the Commission members deemed it appropriate to consider.

**Article IX - Order of Business**

- 9-1. The order of business for a regular meeting may be:
  - 9-1-1. Call to order.
  - 9.1.1.1. Pledge of Allegiance
  - 9-1-2. Roll Call.
  - 9-1-3. Determination of a quorum.
  - 9-1-4. Public expression,
  - 9-1-5. Reading of minutes.
  - 9-1-6. Report of secretary.

9-1-7. Report of standing committees,

9-1 -8. Report of special committees.

9-1-9. Unfinished business.

9-1-10. New Business.

9-1-11 .Adjournment,

9-2. Parliamentary procedure in Commission meetings shall be governed by Robert's Rules of Order.

9-3. The Commission shall keep minutes of each meeting, and these minutes shall become a public record. The secretary and chairman shall sign all minutes and certify that the minutes are true and correct copy.

#### **Article X - Public Hearings**

10-1 . In addition to those required by law, the Commission may hold public hearings on any zoning matter which it deems to be in the public interest.

10-2. Notice of a public hearing shall be published once a week for two successive weeks, in a newspaper of general circulation in the area, at least ten days before the day of the public hearing. Such notice shall specify the time and place of hearing, which cannot be less that six nor more that twenty-one days after the second newspaper advertisement.

10-3. The chairman shall summarize the matter before the Commission, allow interested parties to speak, and accept written statements and other documentation pertinent to the matter being addressed.

10-4. An accurate, written record shall be made of the proceedings of the public hearing and maintained as part of the Commission files.

10-5. Proffers should be in writing and submitted to the Zoning Administrator prior to the applicable public hearing.

#### **Article XI - Amendments**

11-1. These Bylaws may be amended by a majority vote of the entire membership after thirty days prior notice.



**Staff Report/Recommendation**

**REQUESTED: Economic Development**

**MEETING DATE: January 16, 2024**

**SUBJECT/TOPIC:** Recommendation by the Elkton Planning Commission to hold a joint public hearing with Elkton Town Council to receive comments on revising §110-610 B-1, §110-611 B-2.

**BACKGROUND:** On January 2, 2024 the Elkton Planning Commission voted unanimously to hold a joint public hearing with Elkton Town Council to receive comments on revising §110-610 B-1, §110-611 B-2 to list Child-Care Center as a permitted use.

**ACTION REQUESTED:**


Information Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Reports <input type="checkbox"/>
Action Item <input checked="" type="checkbox"/>	Public Hearing <input checked="" type="checkbox"/>	Closed Session <input type="checkbox"/>

**FINANCIAL IMPACT:**

Budgeted:    YES ☐                      NO ☐                      No Financial Impact ☒  
Amount:  
Budget Line Item:

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

**STAFF RECOMMENDATION:**

**APPROVAL:**   
Greg Lunsford, Town Manager

**ATTACHMENTS:**

Request(s) to be added to the agenda MUST be received within five (5) working days prior to the meeting date. All pertinent information MUST be attached in order for this item to be placed on the agenda.

**CHILD-CARE CENTER**

Any facility operated for the purpose of providing care, protection, and guidance to a group of children separated from their parents or guardians during part of the day only, and meeting the licensing requirements of child-care centers of § 63.1-196 of the Code of Virginia, 1950, as amended.

## **§ 110-610 Downtown Business District B-1.**

**A.** Intent of Downtown Business District B-1. Generally, this district covers that portion of the Town intended for the conduct of general business to which the public requires direct and frequent access in the downtown area. This includes such uses as retail stores, banks, theaters, business theaters, business offices, newspaper offices, printing presses, restaurants and taverns, and garages and service stations.

**B.** Permitted uses. Within the Downtown Business District B-1 the following uses are permitted:

**(1)** Department stores, variety stores, specialty shops, discount shops, and appliance stores.

**(2)** Bakeries.

**(3)** Laundries, dry cleaning shops, and clothes dyeing establishments.

**(4)** Living and/or sleeping quarters shall be a permitted use when constructed above the ground and basement floors. No living and/or sleeping quarters shall be permitted in any detached accessory building or structure on the same lot of any building.

[Amended 12-19-2005]

**(5)** Retail stores and shops.

**(6)** Theaters, assembly halls, playhouses and dinner theater.

**(7)** Hotels.

**(8)** Banks and loan and finance offices, including drive-in types.

**(9)** Churches and other places of worship, and church school buildings.

**(10)** Libraries.

**(11)** General hospitals.

**(12)** Special care hospitals.

**(13)** Funeral home and/or mortuary.

**(14)** Automobile service stations and public garages (with major repair under cover).

**(15)** Clubs and lodges.

**(16)** Automobile sales.

**(17)** Lumber and building supply (with storage under cover).

**(18)** Plumbing and electrical supply (with storage under cover).

**(19)** Carpentry, cabinet making, furniture refinishing, woodworking, electrical, plumbing, heating, welding sheet metal, appliance, bicycle, watch and shoe repair, painting, publishing, lithographing, upholstering, gunsmith or similar shops, provided that any use shall be conducted within a completely enclosed building and provided that no part of a building for such use shall have any

opening other than stationary windows or required fire exits within 100 feet of any residential district.

**(20)** Public utilities.

**(21)** Public service and storage buildings.

**(22)** Restaurants, including dairy product stores and soda fountains, and drive-in restaurants.

**(23)** Newspaper offices and printing shops.

**(24)** Business and professional offices.

**(25)** Greenhouses.

**(26)** Police, fire, and rescue squad stations.

**(27)** Post offices.

**(28)** Bus stations and taxi stands.

**(29)** Radio and television broadcasting studios.

**(30)** Public buildings and properties of a cultural, administrative, or service type.

**(31)** Individual residential uses associated with a permitted use, such as the residence of an entrepreneur, but not including subdivisions and multifamily complexes.

**(32)** Parking garages and parking lots.

**(33)** Schools.

**(34)** Off-street parking as required by this chapter.

**(35)** Signs as provided in Article **VII**.

**(36)** Parking as provided in Article **VII**.

**(37)** Museums.

**(38)** Picture frame manufacturing and assembling.

**(39)** Single-family detached dwelling, provided that the single-family detached dwelling is existing and otherwise conforms with all other requirements in Chapter **110** as of the date of the adoption of this subsection with lot regulations and accessory uses consistent with R-3 District standards, and there shall be no more than one single-family detached dwelling per lot.

[Added 1-18-2010]

**C.** Special exceptions. When after review of an application and hearing thereon, in accordance with Article **VIII** herein, the following uses may be permitted by special exception permit:

**(1)** Wholesale and processing not objectionable because of dust, noise, or odors.

**(2)** Public billiard parlors and pool rooms, bowling alleys, dance halls, and similar forms of public amusement.

**(3)** Commercial radio wave towers.

**(4)** Satellite antenna.

**(5)** Television and radio transmitting antennas.

**(6)** Athletic fields, stadiums, and arenas.

**(7)** Beverage manufacturing, bottling or distribution stations and food processing, packaging, or distribution stations.

**(8)** Circuses, carnivals, fairs, and sideshows.

**(9)** Drive-in theaters, provided that all parts of such drive-in shall be distant at least 200 feet from any residential district and provided that the screen shall be located as not to be visible from adjacent streets or highways and it shall be set back not less than 200 feet from the established right-of-way of said street or highway.

**(10)** Livestock market and sales pavilions.

**(11)** Overnight recreational vehicle park.

**(12)** Shooting range or gallery.

**(13)** Wholesale business, storage or warehouse, provided that any such use shall be distant at least 50 feet from any residential district.

**(14)** Apartments in structures existing at the time of adoption of this chapter.

**(15)** Kennels and animal hospitals, provided that any structure or premises used for such purposes shall be located at least 200 feet from any residential district.

**(16)** Swimming pools, skating rinks, golf driving ranges, miniature golf courses, or similar recreational use or facility if located at least 200 feet from any residential lot.

**(17)** Auction houses.

[Added 12-18-2000]

**(18)** Telecommunications facilities.

[Added 12-18-2000]

**(19)** Other uses of the same general character as these listed above and deemed appropriate by the Planning Commission and in accordance with Article **VIII**.

**(20)** Ground floor rear apartment, provided the following requirements are met:

[Added 4-21-2014]

**(a)** The primary purpose of the ground floor remains the operation of a business.

**(b)** The living area cannot be seen from the area that the business is operated from.

(c) The living area does not exceed 50.0% of the ground floor.

(d) Only one such apartment can exist on the ground floor.

(e) The residential space and the commercial space must be continuous and integrated. No portion of the unit (residential or commercial) may be separately leased or sold.

(21) Structures that were originally designed to be residential in nature, existed before January 18, 2010, but did not meet the requirements for single-family dwellings at that time, may be permitted to be returned to single-family dwellings, provided that the following requirements are met:

[Added 8-17-2015]

(a) The structure is proven to be habitable.

(b) The structure meets R-3 District standards.

(c) The owner certifies that no more than one family will live in the dwelling.

(d) Two off-street parking spaces are provided.

(e) The use of this structure as a residence is not in conflict with existing businesses.

(22) Short-term rental, provided the property is a permitted use under § **110-610B(39)**.

[Added 9-17-2018]

**D.** Requirements for permitted uses in the Downtown Business District B-1. Final grading and site finishing are required on the parcel where uses are permitted in this district. The execution of this requirement must take into consideration traffic hazards. Landscaping will be restricted to a height of three feet within 50 feet of the intersection of two roads.

**E.** Accessory uses. Where a lot is devoted to a permitted principal use, customary accessory uses and structures are authorized. The following rules are applicable:

(1) Living quarters in the main building of persons employed on the premises.

(2) Private parking garage.

(3) Temporary buildings and/or trailers for uses incidental to construction work, such buildings shall be removed upon completion or abandonment of the construction work.

(4) Signs as provided for in Article **VII**.

**F.** Lot regulations.

(1) Main building: N/A.

(a) For permitted uses utilizing individual sewage disposal systems, the required area for any such use shall be approved by the Health Official. The

Zoning Administrator shall require greater area as considered necessary by the Health Official.

**(b)** Setback: N/A.

**(c)** Frontage at setback: N/A.

**(d)** Side yard:

**[1]** One side: zero feet.

**[2]** Two sides: zero feet.

**[3]** Property located in a business district, which adjoins any residential district, or is separated from any residential district only by a public street or way, shall have a ten-foot side yard on the side or sides adjoining or adjacent to the residential district.

**(e)** Rear yard: zero feet.

**(f)** Maximum height: 35 feet.

**[1]** The height limit for dwellings may be increased up to a maximum of 45 feet and up to three stories, provided that each side yard is 20 feet, plus one foot or more of side yard for each additional foot of building height over 35 feet.

**[2]** A public or semipublic building, such as a school, church, or library, may be erected to a height of 60 feet from grade, provided that required front, side, and rear yards shall be increased one foot for each foot in height over 35 feet.

**[3]** Church spires, belfries, cupolas, municipal water towers, chimneys, flues, flagpoles, television antenna and radio aerials are exempt. Parapet walls may be up to four feet above the height of the building on which the walls rest.

**[4]** For buildings over 45 feet in height, approval shall be obtained from the Zoning Administrator. Chimneys, flues, cooling towers, flagpoles, radio or communication towers, or their accessory facilities, not normally occupied by workmen are excluded from this limitation. Parapet walls are permitted up to four feet above the limited height of the building on which the walls rest.

**(2)** Accessory buildings and uses: 0 feet from main building.

**(a)** Side yard: zero feet.

**(b)** Rear yard: zero feet.

**(c)** Height: 35 feet. Accessory buildings over one story in height shall be at least 10 feet from any lot line. All accessory buildings shall not exceed the main building in height.

**G.** See § **110-701**, Area regulations.

**H.** See § **110-708**, Nonconforming uses.

## **§ 110-611 General Business District B-2.**

**A.** Intent of General Business District B-2. Generally, this district covers that portion of the Town intended for the conduct of general business to which the public requires direct and frequent access, but which is not characterized either by constant heavy trucking other than stocking and delivery of light retail goods, or by any nuisance factors other than occasioned by incidental light and noise of congregation of people and passenger vehicles. This includes such uses as retail stores, banks, theaters, business offices, newspaper offices, printing presses, restaurants and taverns, and garages and service stations.

**B.** Permitted uses. Within the General Business District B-2 the following uses are permitted:

**(1)** Department stores, variety stores, specialty shops, discount shops, and appliance stores.

**(2)** Bakeries.

**(3)** Laundries, dry cleaning shops, and clothes dyeing establishments.

**(4)** Living and/or sleeping quarters shall be a permitted use when constructed above the ground and basement floors. No living and/or sleeping quarters shall be permitted in any detached accessory building or structure on the same lot of any building.

[Amended 12-19-2005]

**(5)** Retail stores and shops.

**(6)** Theaters, assembly halls, playhouses and dinner theaters.

**(7)** Hotels.

**(8)** Banks and loan and finance offices, including drive-in types.

**(9)** Churches and other places of worship, and church school buildings.

**(10)** Libraries.

**(11)** General hospitals.

**(12)** Special care hospitals.

**(13)** Funeral home and/or mortuary.

**(14)** Automobile service stations and public garages (with major repair under cover).

**(15)** Clubs and lodges.

**(16)** Automobile sales.

**(17)** Lumber and building supply (with storage under cover).

**(18)** Plumbing and electrical supply (with storage under cover).

**(19)** Carpentry, cabinet making, furniture refinishing, woodworking, electrical, plumbing, heating, welding sheet metal, appliance, bicycle, watch and shoe

repair, painting, publishing, lithographing, upholstering, gunsmith or similar shops, provided that any use shall be conducted within a completely enclosed building and provided that no part of a building for such use shall have any opening other than stationary windows or required fire exits within 100 feet of any residential district.

**(20)** Public utilities.

**(21)** Public service and storage buildings.

**(22)** Restaurants including dairy product stores and soda fountains, and drive-in restaurants.

**(23)** Newspaper offices and printing shops.

**(24)** Business and professional offices.

**(25)** Greenhouses.

**(26)** Police, fire, and rescue squad stations.

**(27)** Post offices.

**(28)** Bus stations and taxi stands.

**(29)** Radio and television broadcasting studios.

**(30)** Public buildings and properties of a cultural, administrative, or service type.

**(31)** Individual residential uses associated with a permitted use such as the residence of an entrepreneur, but not including subdivisions and multifamily complexes.

**(32)** Parking garages and parking lots.

**(33)** Business and vocational schools.

**(34)** Off-street parking as required by this chapter.

**(35)** Signs as provided in Article **VII**.

**(36)** Museums.

**(37)** Picture frame manufacturing and assembling.

**(38)** Single-family detached dwelling, provided that the single-family detached dwelling is existing and otherwise conforms with all other requirements in Chapter **110** as of the date of the adoption of this subsection with lot regulations and accessory uses consistent with R-3 District standards, and there shall be no more than one single-family detached dwelling per lot.

[Added 1-18-2010]

**C.** Special exceptions. When after review of an application and hearing thereon, in accordance with Article **VIII** herein, the following uses may be permitted by special exception permit:

**(1)** Wholesale and processing not objectionable because of dust, noise, or odors.

**(2)** Public billiard parlors and pool rooms, bowling alleys, dance halls, and similar forms of public amusement.

**(3)** Satellite antennas.

**(4)** Athletic fields, stadiums, and arenas.

**(5)** Beverage manufacturing, bottling or distribution stations and food processing, packaging, or distribution stations.

**(6)** Circuses, carnivals, fairs, and sideshows.

**(7)** Drive-in theaters, provided that all parts of such drive-in shall be distant at least 200 feet from any residential district and provided that the screen shall be located as not to be visible from adjacent streets or highways, and it shall be set back not less than 200 feet from the established right-of-way of said street or highway.

**(8)** Livestock market and sales pavilions.

**(9)** Overnight recreational vehicle park.

**(10)** Shooting range or gallery.

**(11)** Wholesale business, storage or warehouse provided that any such use shall be distant at least 50 feet from any residential district.

**(12)** Existing apartments in structures existing at the time of adoption of this chapter.

**(13)** Commercial kennels and animal hospitals, provided that any structure or premises used for such purposes shall be located at least 200 feet from any residential district.

**(14)** Swimming pools, skating rinks, golf driving ranges, miniature golf courses, or similar recreational use or facility if located at least 200 feet from any residential lot.

**(15)** Auction houses.

[Added 12-18-2000]

**(16)** Telecommunications facilities.

[Added 12-18-2000]

**(17)** Other uses of the same general character as these listed above and deemed appropriate by the Planning Commission and in accordance with Article **VIII**.

**(18)** Adult businesses.

[Added 1-19-2006]

**(19)** Structures that were originally designed to be residential in nature, existed before January 18, 2010, but did not meet the requirements for single-

family dwellings at that time, may be permitted to be returned to single-family dwellings provided that the following requirements are met:

[Added 8-17-2015]

**(a)** The structure is proven to be habitable.

**(b)** The structure meets R-3 District standards.

**(c)** The owner certifies that no more than one family will live in the dwelling.

**(d)** Two off-street parking spaces are provided.

**(e)** The use of this structure as a residence is not in conflict with existing businesses.

**(20)** Short-term rental, provided the property is a permitted use under § **110-611B(38)**.

[Added 9-17-2018]

**(21)** Motel, motel court, motor hotel, lodge, or inn.

[Added 5-17-2021]

**D.** Requirements for permitted uses in the General Business District B-2. Final grading and site finishing are required on the parcel where uses are permitted in this district. The execution of this requirement must take into consideration traffic hazards. Landscaping will be restricted to a height of three feet within 50 feet of the intersection of two roads.

**E.** Accessory uses. Where a lot is devoted to a permitted principal use, customary accessory uses and structures are authorized. The following rules are applicable:

**(1)** Living quarters in the main building of persons employed on the premises.

**(2)** Private parking garage.

**(3)** Temporary buildings and/or trailers for uses incidental to construction work; such buildings shall be removed upon completion or abandonment of the construction work.

**(4)**

Signs as provided for in Article **VII**.

**(5)** Parking as provided for in Article **VII**.

**F.** Lot regulations.

**(1)** Main building: N/A.

**(a)** For permitted uses utilizing individual sewage disposal systems, the required area for any such use shall be approved by the Health Official. The Zoning Administrator shall require greater area as considered necessary by the Health Official.

**(b)** Setback: 25 feet.

**(c)** Frontage at setback: 50 feet.

**(d)** Side yard, one or two sides: zero feet, except where property located in a business district adjoins or is separated from any residential district only by a public street or way. In such instances, there shall be a ten-foot clear and maintained setback on the side or sides adjoining such residential district.

[Amended 12-20-2004]

**(e)** Rear yard: zero feet, except where property located in a business district adjoins or is separated from any residential district only by a public street or way. In such instances, there shall be a ten-foot clear and maintained setback on the side or sides adjoining such residential district.

[Amended 12-20-2004]

**(f)** Maximum height: 35 feet.

**[1]** The height limit for dwellings may be increased up to a maximum of 45 feet and up to three stories, provided that each side yard is 20 feet, plus one foot or more of side yard for each additional foot of building height over 35 feet.

**[2]** A public or semipublic building, such as a school, church, or library, may be erected to a height of 60 feet from grade, provided that required front, side, and rear yards shall be increased one foot for each foot in height over 35 feet.

**[3]** Church spires, belfries, cupolas, municipal water towers, chimneys, flues, flagpoles, television antenna and radio aerials are exempt. Parapet walls may be up to four feet above the height of the building on which the walls rest.

**[4]** For buildings over 45 feet in height, approval shall be obtained from the Zoning Administrator. Chimneys, flues, cooling towers, flagpoles, radio or communication towers, or their accessory facilities, not normally occupied by workmen are excluded from this limitation. Parapet walls are permitted up to four feet above the limited height of the building on which the walls rest.

**(2)** Accessory buildings and uses: zero feet from main building.

**(a)** Side yard and rear yard: zero feet, except where property located in a business district adjoins or is separated from any residential district only by a public street or way. In such instances, there shall be a ten-foot clear and maintained setback on the side or sides adjoining such residential district.

[Amended 12-20-2004]

**(b)** Height: 35 feet. Accessory buildings over one story in height shall be at least 10 feet from any lot line. All accessory buildings shall not exceed the main building in height.

**G.** See § **110-701**, Area regulations.

**H.** See § **110-708**, Nonconforming uses.



**Staff Report/Recommendation**

**REQUESTED:** Town Manager Greg Lunsford

**MEETING DATE:** January 16, 2024

**SUBJECT/TOPIC:** Sale of Town property located on Mt. Pleasant Road known as tax map no. 131  
(14) L-8

**BACKGROUND:** N/A

**ACTION REQUESTED:**

Information Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Reports <input type="checkbox"/>
Action Item <input checked="" type="checkbox"/>	Public Hearing <input type="checkbox"/>	Closed Session <input type="checkbox"/>

**FINANCIAL IMPACT:**

Budgeted: YES ☐ NO ☐ No Financial Impact ☒  
Amount: N/A  
Budget Line Item: N/A

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

**STAFF RECOMMENDATION:** N/A

**APPROVAL:**   
Greg Lunsford, Town Manager

**ATTACHMENTS:** None



## Staff Report/Recommendation

**REQUESTED:** Town Manager Greg Lunsford

**MEETING DATE:** January 16, 2024

**SUBJECT/TOPIC:** Resolution in support of the Town of Elkton Virginia Outdoors Foundation  
Preservation Trust Fund Application for public access and recreation amenities

**BACKGROUND:** N/A

**ACTION REQUESTED:**

Information Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Reports <input type="checkbox"/>
Action Item <input checked="" type="checkbox"/>	Public Hearing <input type="checkbox"/>	Closed Session <input type="checkbox"/>

**FINANCIAL IMPACT:**

Budgeted: YES ☐ NO ☐ No Financial Impact ☒  
 Amount: N/A  
 Budget Line Item: N/A

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

**STAFF RECOMMENDATION:** That Council adopt resolution as presented.

**APPROVAL:**   
 \_\_\_\_\_  
 Greg Lunsford, Town Manager

**ATTACHMENTS:** Resolution

**Resolution in Support of the Town of Elkton  
Virginia Outdoors Foundation Preservation Trust Fund Application  
for Public Access and Recreation Amenities**

**Whereas**, the Town of Elkton intends to submit an application to the Virginia Outdoors Foundation (VOF) for Preservation Trust Fund – Public Access funds; and

**Whereas**, the Town is pursuing public access and recreation projects that align with the intent, goals, and objectives of the Town’s Comprehensive Plan and input received from residents, and is addressing the need for improving outdoor and community gathering spaces to enhance the overall quality of life of residents and visitors; and

**Whereas**, the Town intends to develop the vacant, two-acre Town-held property adjacent to the Town Hall in downtown Elkton with public access, outdoor recreation, and community space projects to protect and enhance the open space and tree and vegetation cover qualities of the site.

**Now, Therefore, Be It Resolved**, the Town, which holds the property of interest, intends to retain and dedicate the property in perpetuity as open-space land in accordance with the VOF Preservation Fund requirements under the Open Space Land Act (Virginia Code §§ 10.1-1700 to 10.1-1705).

**Be It Further Resolved that** the Town intends to apply the following deed restrictions to the Town-held property: a right of public access; no division; the allowance of only public-use structures and impervious surface limits; and no conversion/diversion from open-space use unless in compliance with the Open-Space Land Act.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2024, by the Town Council of the Town of Elkton, Virginia.

Motion by Councilman \_\_\_\_\_ to approve the resolution. Seconded by Councilman \_\_\_\_\_

Vote:

Attest By: \_\_\_\_\_  
Joshua Gooden, Mayor Town of Elkton



# Staff Report/Recommendation

**REQUESTED:** Town Manager Greg Lunsford

**MEETING DATE:** January 16, 2023

**SUBJECT/TOPIC:** Closed Session pursuant to Virginia Code § 2.2-3711.A.7, § 2.2-3711.A.1, and § 2.2-3711.A.3.

**BACKGROUND:** N/A

**ACTION REQUESTED:**

Information Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Reports <input type="checkbox"/>
Action Item <input type="checkbox"/>	Public Hearing <input type="checkbox"/>	Closed Session <input checked="" type="checkbox"/>

**FINANCIAL IMPACT:**

Budgeted: YES ☐ NO ☐ No Financial Impact ☐  
 Amount: N/A  
 Budget Line Item: N/A

*If expenditure of funds is required, the amount and the line item name/number that the funds are to be taken from must be stated. If funds are not available in the appropriate line item but they are available in a different line item within the department, this must be explained. If no funds are to be expended, simply state "There is no financial impact to the Town."*

**STAFF RECOMMENDATION:** That Council go into a Closed Session pursuant to the following:

- a. Pursuant to Virginia Code § 2.2-3711.A.7 for, "Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter."
- b. Pursuant to Virginia Code § 2.2-3711.A.1 for, "Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body."

**TOWN OF ELKTON**



**VIRGINIA**

**Staff Report/Recommendation**

- c. Pursuant to Virginia Code § 2.2-3711.A.3 for, "Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body."

**APPROVAL:** \_\_\_\_\_

A handwritten signature in black ink, appearing to be "Greg Lunsford", is written over a horizontal line.

Greg Lunsford, Town Manager

**ATTACHMENTS:** None

