



City of Elkins

Regular Council Meeting

November 21, 2024

7:00 PM

Phil Gainer Community Center
142 Robert E Lee Ave. Ext.

AGENDA

1. **Public Hearing: AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKINS, WEST VIRGINIA AMENDING THE CITY CHARTER, SECTION 3.01 APPOINTMENT, POWERS AND DUTIES OF THE MAYOR**
2. **Invocation and Pledge of Allegiance**
3. **Call to order and roll call**
4. **Public comment**
5. **Minutes**
 - a. Proposed minutes for the meeting of November 7, 2024
6. **Correspondence, Notifications, and Recognitions**
 - a. Building permits, zoning permits, and vacant property registrations
7. **Councilor Reports**
8. **Staff reports**
 - a. Treasurer's report
9. **Approval of vendor invoice payments**
 - a. Vendor invoices presented for approval: November 4-15, 2024

(Available for public review in the city clerk's office two business days before this meeting, as required by W. Va. Ethics Commission Open Meetings Advisory Opinion 2012-04.)
10. **New business**
 - a. Ordinance 338: An Ordinance Of The Common Council Of The City Of Elkins, West Virginia Amending The City Charter, Section 3.01 Appointment, Powers And Duties Of The Mayor (final reading)
 - b. Ordinance 339: Amending City Code Chapter 32: City Officers, concerning duties and powers of the City's Administrative Officers (final reading)
 - c. Resolution 1796: Adopting a cybersecurity policy and assigning duties related to IT and networking improvements
 - d. Resolution 1797: Approving terms and authorizing execution of an agreement with GAI Consulting for a parking study

- e. Resolution 1798: Reappointing V. Haynes to the Board of Directors of the Elkins Housing Authority
- f. Resolution 1799: Authorizing contracting with M. Washington for HR services
- g. Update and planning concerning purchase of real estate
- h. Other matters related to City Hall repairs and renovations

11. Mayor's comments

12. Adjournment



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 21, 2024
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of November 7, 2024
Recommended By:	City Clerk
Summary:	Minutes proposed for council's November 7 meeting
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. Elkins Common Council - 2024_11_07 - minutes_proposed

Proposed Minutes

ELKINS COMMON COUNCIL REGULAR COUNCIL MEETING MINUTES

***Phil Gainer Community Center
142 Robert E Lee Ave. Ext.
Elkins, WV 26241
November 7, 2024
7 p.m.***

Elkins Common Council met in regular session in the council chamber of city hall. Present were Mayor Jerry A. Marco; Councilors N.E. Bross-Fregonara, A.C. Carroll, R.C. Chenoweth, G.M. Hinchman, B.C. Kerns, C.C. Lowther, D.C. Parker, E. L. Plishka, L.S. Severino, and C.H. Thompson; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Chief T. Bennett; Operations Assistant M. Himes; City Attorney G. S. Roberts; and City Clerk S.R. Stokes (recording secretary).

Operations Manager M. Kesecker and City Councilors C. Thompson and D. Parker were absent.

PUBLIC COMMENT

There was no public comment.

MINUTES

Chenoweth **MOVED APPROVAL OF THE MINUTES OF THE MEETING OF OCTOBER 10, 2024.** The motion carried.

APPROVAL OF VENDOR INVOICE PAYMENTS

Hinchman **MOVED APPROVAL OF THE INVOICES PRESENTED.** The motion carried.

The invoices in question were as specified on the following list, which is attached and made part of this record:

- Accounts Payable check transactions for the period Oct. 7-Nov. 1, 2024.

NEW BUSINESS

Chenoweth **MOVED APPROVAL OF ORDINANCE 339: AMENDING CITY CODE CHAPTER 32: CITY OFFICERS, CONCERNING DUTIES AND POWERS OF THE CITY'S ADMINISTRATIVE OFFICERS (FIRST OF TWO READINGS).** The motion carried.

Bross-Fregonara **MOVED APPROVAL OF RESOLUTION 1794: CLARIFYING EXPENDITURE AUTHORIZATIONS FOR THE CITY HALL HVAC PROJECT.** The motion carried.

Proposed Minutes

Lowther **MOVED APPROVAL OF RESOLUTION 1795: AUTHORIZING APPLICATION TO DOH FOR PERMISSION TO INSTALL AN ON-DEMAND CROSSING SIGNAL ON RANDOLPH AVENUE IN FRONT OF THE ART CENTER.** The motion carried.

Regarding the W. Va. PSC order that the Elkins Public Water System assume responsibility for the Whitmer Public Water System, R. Rodecker (the attorney with Kay, Casto, & Chaney, PLLC who is advising Council in this matter) presented information about a similar situation faced by the Huntington Sanitary Board, and that Board's pending appeal to the W. Va. Supreme Court of Appeals.

Chenoweth **MOVED AUTHORIZING KAY, CASTO, & CHANEY, PLLC TO SUBMIT AN AMICUS CURIAE BRIEF ON BEHALF OF COUNCIL CONCERNING HUNTINGTON'S APPEAL.** The motion carried.

The meeting was adjourned at 8:10 p.m.

Attest: S.R. Stokes, City Clerk

Jerry A. Marco, Mayor



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 21, 2024
Section:	Correspondence, Notifications, and Recognitions
Category:	Presentation
Agenda Item Name:	Building permits, zoning permits, and vacant property registrations
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. Building Permits - 2024_11_21

The attached report shows building permits issued 9/20/2024-11/18/2024. There were 36 projects with a total valuation of \$540,939.00.

Zoning permits show 3 new businesses.

There are currently 54 structures registered as vacant. This year, 39 structures have been billed with \$5,600 in vacant property registration fees have been collected and **11 liens have been placed upon properties.**

BUILDING PERMITS

11/18/2024 11:05 AM PROJECT MASTER REPORT PAGE: 1
PROJECTS: THRU ZZZZZZZZZZ REPORT SEQUENCE: Project
PROJECT TYPE: Exclude: BPZONING CONTRACTOR CLASS: All - All Contractor Classes
CONTRACTORS: All
APPLIED DATES: 9/20/2024 THRU 11/18/2024 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS INCLUDED: All ISSUED DATES: 0/00/0000 THRU 99/99/9999
=====

PROJECT: 240285 - RESIDENTIAL DECK TYPE: DECK-RES RESIDENTIAL DECK
PROPERTY: 115 VALLEY CT
APPLIED DATE: 9/20/2024 ISSUED DATE: 9/20/2024 EXPIRATION DATE: 3/21/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: SIMON SIMON CONCRETE SOLUTIONS ISSUED TO: POE, SHANNA
1801 LIVINGSTON AVENUE 115 VALLEY CT
ELKINS, WV 26241 ELKINS, WV 26241
SQUARE FEET: 704
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240286 - RESIDENTIAL FENCE TYPE: FENCE-RES RESIDENTIAL FENCE
PROPERTY: 123 MOUNTAIN VIEW DR
APPLIED DATE: 9/23/2024 ISSUED DATE: 9/23/2024 EXPIRATION DATE: 3/24/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: DANIELS, ELIZABETH C
123 MOUNTAIN VIEW DR
ELKINS, WV 26241
SQUARE FEET: 1,440
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240288 - RESIDENTIAL ROOFING TYPE: ROOF-RES RESIDENTIAL ROOFING
PROPERTY: 211 WHITEMAN AVE
APPLIED DATE: 9/27/2024 ISSUED DATE: 9/27/2024 EXPIRATION DATE: 3/28/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: BEALL, BETTY L
211 WHITEMAN AVE
ELKINS, WV 26241
SQUARE FEET: 1,375
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240289 - RESIDENTIAL SIDEWALK/DRIVEWAY TYPE: BR-SIDE RES DRIVEWAY/SIDEWALK
PROPERTY: 34 CHERRY ST
APPLIED DATE: 9/27/2024 ISSUED DATE: 9/27/2024 EXPIRATION DATE: 3/28/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: SIMON SIMON CONCRETE SOLUTIONS ISSUED TO: MARTIN, IAN C
1801 LIVINGSTON AVENUE 34 CHERRY ST

ELKINS, WV 26241 ELKINS, WV 26241
 SQUARE FEET: 950
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240290 - RESIDENTIAL REMODEL TYPE: BR-REM RESIDENTIAL REMODEL
 PROPERTY: 116 BUFFALO ST
 APPLIED DATE: 9/30/2024 ISSUED DATE: 9/30/2024 EXPIRATION DATE: 3/31/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: QUALITYBLD QUALITY BUILDING CONSTRUCTION ISSUED TO: POSTLETHWAIT, MATTHEW
 3273 FRENCHTON ROAD 116 BUFFALO ST
 FRENCH CREEK, WV 26218 ELKINS, WV 26241
 SQUARE FEET: 40
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240291 - RESIDENTIAL FENCE TYPE: FENCE-RES RESIDENTIAL FENCE
 PROPERTY: 1216 S KERENS AVE
 APPLIED DATE: 9/30/2024 ISSUED DATE: 9/30/2024 EXPIRATION DATE: 3/31/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: ISSUED TO: HAYES, BRIAN T
 1216 S KERENS AVE
 ELKINS, WV 26241
 SQUARE FEET: 272
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240292 - RESIDENTIAL ROOFING TYPE: ROOF-RES RESIDENTIAL ROOFING
 PROPERTY: 1105 S DAVIS AVE
 APPLIED DATE: 10/01/2024 ISSUED DATE: 10/01/2024 EXPIRATION DATE: 3/31/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: ISSUED TO: WAGNER PROPERETIES LLC
 251 HILLCREST DR
 ELKINS, WV 26241
 SQUARE FEET: 570
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240293 - RESIDENTIAL ROOFING TYPE: ROOF-RES RESIDENTIAL ROOFING
 PROPERTY: 1414 LAVALETTE AVE
 APPLIED DATE: 10/02/2024 ISSUED DATE: 10/02/2024 EXPIRATION DATE: 4/01/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: CONSTRUCTI CONSTRUCTION BY RQ LLC ISSUED TO: PHARES, SALLY
 809 MAIN ST 809 MAIN ST
 BEVERLY, WV 26253 BEVERLY, WV 26253-9629
 SQUARE FEET: 2,000
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240294 - RESIDENTIAL ROOFING TYPE: ROOF-RES RESIDENTIAL ROOFING
 PROPERTY: 222 EVERGREEN DR
 APPLIED DATE: 10/02/2024 ISSUED DATE: 10/02/2024 EXPIRATION DATE: 4/01/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: ISSUED TO: GRAHAM, ISON & SUSAN
 222 EVERGREEN DR
 ELKINS, WV 26241
 SQUARE FEET: 100
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240295 - RESIDENTIAL WINDOWS TYPE: WIND-RES RESIDENTIAL WINDOWS
 PROPERTY: 210 JOHN ST
 APPLIED DATE: 10/02/2024 ISSUED DATE: 10/02/2024 EXPIRATION DATE: 4/01/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: ISSUED TO: CARTER, CLAYTON
 PO BOX 1694
 ELKINS, WV 26241

 SQUARE FEET: 1
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240297 - RESIDENTIAL ROOFING TYPE: ROOF-RES RESIDENTIAL ROOFING
 PROPERTY: 115 WILTON AVE
 APPLIED DATE: 10/03/2024 ISSUED DATE: 10/03/2024 EXPIRATION DATE: 4/02/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: GARBER GARBER CONCRETE WORK ISSUED TO: HYRE, DR. CLIFTON
 2404 BUFFALO MOUNTAIN RD 115 WILTON AVE
 ARBORVALE, WV 24915 ELKINS, WV 26241
 SQUARE FEET: 1,200
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240298 - RESIDENTIAL ADDITION TYPE: BR-ADD RESIDENTIAL ADDITION
 PROPERTY: 300 ROBERT E LEE AVE
 APPLIED DATE: 10/07/2024 ISSUED DATE: 10/07/2024 EXPIRATION DATE: 4/06/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: PLANKS PLANK'S CARPENTRY LLC ISSUED TO: LAMBERT, JESSIE M
 63 BRUSH RUN ROAD 300 ROBERT E LEE AVE
 DURBIN, WV 26264 ELKINS, WV 26241
 SQUARE FEET: 140
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240299 - RESIDENTIAL REMODEL TYPE: BR-REM RESIDENTIAL REMODEL
 PROPERTY: 123 EVERGREEN DR
 APPLIED DATE: 10/07/2024 ISSUED DATE: 10/07/2024 EXPIRATION DATE: 4/06/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: BASEMENTA BASEMENT AUTHORITY OF WV ISSUED TO: EVICK, SUSAN
 132 ROCKY STEP RD 123 EVERGREEN DR
 SCOTT DEPOT, WV 25560 ELKINS, WV 26241
 SQUARE FEET: 816
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240300 - COMMERCIAL REMODEL TYPE: BC-REM COMMERCIAL REMODEL
 PROPERTY: 1205 HARRISON AVE
 APPLIED DATE: 10/09/2024 ISSUED DATE: 10/09/2024 EXPIRATION DATE: 4/08/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: RIVER RIVER CITIES BUILDERS, INC. ISSUED TO: 7-ELEVEN INC
 175 SANDY COVE 3200 HACKBERRY RD
 GREENUP, KY 41144 IRVING, TX 75063
 SQUARE FEET: 5,600
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 660.00

PROJECT: 240301 - RESIDENTIAL PLUMBING TYPE: PLB-RES RESIDENTIAL PLUMBING
 PROPERTY: 106 CONWAY DR
 APPLIED DATE: 10/11/2024 ISSUED DATE: 10/11/2024 EXPIRATION DATE: 4/10/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: BATHFITTER BATH FITTER ISSUED TO: WANGENSTEEN, JOHN N
 542 INDUSTRIAL DR 106 CONWAY DR

LEWISBERRY, PA 17339 ELKINS, WV 26241
 SQUARE FEET: 1
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240302 - RESIDENTIAL SIDEWALK/DRIVEWAY TYPE: BR-SIDE RES DRIVEWAY/SIDEWALK
 PROPERTY: 1601 SIXTEENTH ST
 APPLIED DATE: 10/11/2024 ISSUED DATE: 10/11/2024 EXPIRATION DATE: 4/10/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: SONSET SONSET'S PAVING LLC ISSUED TO: MUHLESTEIN, LINDA L
 1285 POINT PLEASANT ROAD 1601 16TH ST
 BELINGTON, WV 26250 ELKINS, WV 26241
 SQUARE FEET: 800
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240303 - RESIDENTIAL REMODEL TYPE: BR-REM RESIDENTIAL REMODEL
 PROPERTY: 1009 S KERENS AVE
 APPLIED DATE: 10/14/2024 ISSUED DATE: 10/14/2024 EXPIRATION DATE: 4/13/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: BASEMENTA BASEMENT AUTHORITY OF WV ISSUED TO: SMITH, DONALD
 132 ROCKY STEP RD PO BOX 1922
 SCOTT DEPOT, WV 25560 ELKINS, WV 26241
 SQUARE FEET: 990
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240304 - RESIDENTIAL ROOFING TYPE: ROOF-RES RESIDENTIAL ROOFING
 PROPERTY: 30 DOWELL ST
 APPLIED DATE: 10/16/2024 ISSUED DATE: 10/16/2024 EXPIRATION DATE: 4/15/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: ISSUED TO: CORDER, JERRY
 PO BOX 1903
 ELKINS, WV 26241
 SQUARE FEET: 560
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240305 - RESIDENTIAL FENCE TYPE: FENCE-RES RESIDENTIAL FENCE
 PROPERTY: 203 FERNDAL DR
 APPLIED DATE: 10/22/2024 ISSUED DATE: 10/22/2024 EXPIRATION DATE: 4/21/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: ISSUED TO: BURKE, DANA
 84 FALCOLM DR
 BOWDEN, WV 26254
 SQUARE FEET: 100
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240306 - RESIDENTIAL REMODEL TYPE: BR-REM RESIDENTIAL REMODEL
 PROPERTY: 116 HIGH ST
 APPLIED DATE: 10/22/2024 ISSUED DATE: 10/22/2024 EXPIRATION DATE: 4/21/2025 COMPLETION DATE: 0/00/0000
 CONTRACTOR: FMS FMS ENTERPRISE INC ISSUED TO: KAYDK, PAULA
 PO BOX 489 116 HIGH ST
 ELKINS, WV 26241 ELKINS, WV 26241
 SQUARE FEET: 1,000
 DWELLING TYPE: PRIVATE UNITS: 1
 STATUS: OPEN BALANCE: 0.00

PROJECT: 240307 - RESIDENTIAL ELECTRICAL TYPE: ELEC-RES RESIDENTIAL ELECTRICAL
PROPERTY: 311 GRAHAM ST
APPLIED DATE: 10/23/2024 ISSUED DATE: 10/23/2024 EXPIRATION DATE: 4/22/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: SOLAR SOLAR HOLLER LLC ISSUED TO: THOMPSON, CODY
2835 PARK AVENUE 311 GRAHAM ST
HUNTINGTON, WV 25704 ELKINS, WV 26241
SQUARE FEET: 590
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240308 - COMMERCIAL ROOFING TYPE: ROOF-COM COMMERCIAL ROOFING
PROPERTY: 917 S RAILROAD AVE
APPLIED DATE: 10/23/2024 ISSUED DATE: 10/23/2024 EXPIRATION DATE: 4/22/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: JACKSON, GROVER
601 CENTRAL ST
ELKINS, WV 26241
SQUARE FEET: 9,450
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 522.50

PROJECT: 240310 - RESIDENTIAL FENCE TYPE: FENCE-RES RESIDENTIAL FENCE
PROPERTY: 101 SYLVESTER DR
APPLIED DATE: 10/28/2024 ISSUED DATE: 10/28/2024 EXPIRATION DATE: 4/27/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: MILLERS MILLERS FENCING LLC ISSUED TO: RITTER, JAMES E II & LY
5459 UNION RD 101 SYLVESER DR
PHILIPPI, WV 26416 ELKINS, WV 26241
SQUARE FEET: 200
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240311 - RESIDENTIAL PLUMBING TYPE: PLB-RES RESIDENTIAL PLUMBING
PROPERTY: 206 EVERGREEN DR
APPLIED DATE: 10/28/2024 ISSUED DATE: 10/28/2024 EXPIRATION DATE: 4/27/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: OHIOBATHSO BATH FITTER ISSUED TO: RIGGLEMAN, CARLA L
542 INDUSTRIAL DRIVE 206 EVERGREEN DR
LEWISBERRY, PA 17339 ELKINS, WV 26241
SQUARE FEET: 10
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240313 - RESIDENTIAL ELECTRICAL TYPE: ELEC-RES RESIDENTIAL ELECTRICAL
PROPERTY: 40 LOCUST ST
APPLIED DATE: 10/31/2024 ISSUED DATE: 10/31/2024 EXPIRATION DATE: 4/30/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: SOLAR SOLAR HOLLER LLC ISSUED TO: MILNES, JESSE
2835 PARK AVENUE 40 LOCUST ST
HUNTINGTON, WV 25704 ELKINS, WV 26241
SQUARE FEET: 194
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240314 - RESIDENTIAL DECK TYPE: DECK-RES RESIDENTIAL DECK
PROPERTY: 601 WILSON ST
APPLIED DATE: 10/31/2024 ISSUED DATE: 10/31/2024 EXPIRATION DATE: 4/30/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: ARBOGAST, JERRY & ANGELA
111 BERRY PATCH LN

ELKINS, WV 26241-9239

SQUARE FEET: 150
DWELLING TYPE: PUBLIC UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240315 - RESIDENTIAL ROOFING TYPE: ROOF-RES RESIDENTIAL ROOFING
PROPERTY: 1104 S KERENS 1/2
APPLIED DATE: 10/31/2024 ISSUED DATE: 10/31/2024 EXPIRATION DATE: 4/30/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: WAGNER PROPERTIES
251 HILLCREST DRIVE
ELKINS, WV 26241

SQUARE FEET: 500
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240316 - RESIDENTIAL ROOFING TYPE: ROOF-RES RESIDENTIAL ROOFING
PROPERTY: 102 RIVERVIEW DR
APPLIED DATE: 10/31/2024 ISSUED DATE: 10/31/2024 EXPIRATION DATE: 4/30/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: D&L MALLOWC D & L MALLOW CONSTRUCTION LLC ISSUED TO: PENNINGTON, JOSEPH 'JOJO'
407 DIAMOND ST 102 RIVERVIEW DR
ELKINS, WV 26241 ELKINS, WV 26241

SQUARE FEET: 1,300
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240318 - RESIDENTIAL REMODEL TYPE: BR-REM RESIDENTIAL REMODEL
PROPERTY: 313 TYGART CT
APPLIED DATE: 11/01/2024 ISSUED DATE: 11/01/2024 EXPIRATION DATE: 5/02/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: BASEMENTA BASEMENT AUTHORITY OF WV ISSUED TO: MALCOMB, CRYSTAL K
132 ROCKY STEP RD 313 TYGART CT
SCOTT DEPOT, WV 25560 ELKINS, WV 26241

SQUARE FEET: 1,778
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240319 - RESIDENTIAL ELECTRICAL TYPE: ELEC-RES RESIDENTIAL ELECTRICAL
PROPERTY: 18 CHESTNUT ST
APPLIED DATE: 11/01/2024 ISSUED DATE: 11/01/2024 EXPIRATION DATE: 5/02/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: CRITSELEC CRITES ELECTRIC INC ISSUED TO: SHREVE, DONNIE
50 S KANAWHA ST 18 CHESTNUT ST
BUCKHANNON, WV 26201 ELKINS, WV 26241

SQUARE FEET: 1
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240320 - RESIDENTIAL PLUMBING TYPE: PLB-RES RESIDENTIAL PLUMBING
PROPERTY: 314 CENTER ST
APPLIED DATE: 11/06/2024 ISSUED DATE: 11/06/2024 EXPIRATION DATE: 5/07/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: OHIOBATHSO BATH FITTER ISSUED TO: AUGUST, STEVEN S & SHEL
542 INDUSTRIAL DRIVE 314 CENTER ST
LEWISBERRY, PA 17339 ELKINS, WV 26241

SQUARE FEET: 1
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240321 - RESIDENTIAL WINDOWS TYPE: WIND-RES RESIDENTIAL WINDOWS
PROPERTY: 224 EVERGREEN DR
APPLIED DATE: 11/06/2024 ISSUED DATE: 11/06/2024 EXPIRATION DATE: 5/07/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: HANSHAWENT HANSHAW ENTERPRISES INC ISSUED TO: SCOTT, DARLENE M
148 MIDDLETOWN RD 224 EVERGREEN DR
FAIRMONT, WV 26554 ELKINS, WV 26241
SQUARE FEET: 1
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240322 - RESIDENTIAL REMODEL TYPE: BR-REM RESIDENTIAL REMODEL
PROPERTY: 224 EVERGREEN DR
APPLIED DATE: 11/07/2024 ISSUED DATE: 11/07/2024 EXPIRATION DATE: 5/08/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: NESBITT NESBITT CONTRACTING LLC ISSUED TO: SCOTT, DARLENE M
7 PARK STREET 1303 FOXLAIR PLACE
BUCKHANNON, WV 26201 FAIRMONT, WV 26554-8522
SQUARE FEET: 1,375
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240323 - RESIDENTIAL ROOFING TYPE: ROOF-RES RESIDENTIAL ROOFING
PROPERTY: 110 FERNDAL DR
APPLIED DATE: 11/12/2024 ISSUED DATE: 11/12/2024 EXPIRATION DATE: 5/13/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: HILLSIDE HILLSIDE ROOFING, LLC ISSUED TO: POE, CATHERINE R
141 CENTRAL CHAPEL RD 110 FERNDAL DR
MONTROSE, WV 26283 ELKINS, WV 26241
SQUARE FEET: 2,790
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240324 - RESIDENTIAL REMODEL TYPE: BR-REM RESIDENTIAL REMODEL
PROPERTY: 1647 TAYLOR AVE
APPLIED DATE: 11/12/2024 ISSUED DATE: 11/12/2024 EXPIRATION DATE: 5/13/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: L & R L & R CONSTRUCTION ISSUED TO: JACKSON, JAMES
1495 BUTTERMILK RIDGE ROAD 166 POPLAR STREET
BELINGTON, WV 26250 ELKINS, WV 26241
SQUARE FEET: 2,400
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 261.50

PROJECT: 240326 - COMMERCIAL SIDEWALK/DRIVEWAY TYPE: BC-SIDE COM SIDEWALK/DRIVEWAY
PROPERTY: 10 ELEVENTH ST
APPLIED DATE: 11/15/2024 ISSUED DATE: 11/15/2024 EXPIRATION DATE: 11/21/2024 COMPLETION DATE: 0/00/0000
CONTRACTOR: SIMON SIMON CONCRETE SOLUTIONS ISSUED TO: RANDOLPH CO WOODTECH CTR
1801 LIVINGSTON AVENUE 10 ELEVETH ST
ELKINS, WV 26241 ELKINS, WV 26241
SQUARE FEET: 600
DWELLING TYPE: PUBLIC UNITS: 1
STATUS: OPEN BALANCE: 55.00

ZONING PERMITS

11/18/2024 11:11 AM PROJECT MASTER REPORT PAGE: 1
PROJECTS: THRU ZZZZZZZZZZ REPORT SEQUENCE: Project
PROJECT TYPE: Include: BPZONING CONTRACTOR CLASS: All - All Contractor Classes
CONTRACTORS: All
APPLIED DATES: 9/20/2024 THRU 11/18/2024 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS INCLUDED: All ISSUED DATES: 0/00/0000 THRU 99/99/9999
=====

PROJECT: 240296 - ZONING PERMIT TYPE: BPZONING ZONING
PROPERTY: 312 BUFFALO ST
APPLIED DATE: 10/03/2024 ISSUED DATE: 10/03/2024 EXPIRATION DATE: 10/03/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: VANDALIA SERVICES
312 BUFFALO ST
ELKINS, WV 26241

SQUARE FEET: 1
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240317 - ZONING PERMIT TYPE: BPZONING ZONING
PROPERTY: 900 INDUSTRIAL PARK RD
APPLIED DATE: 11/01/2024 ISSUED DATE: 11/01/2024 EXPIRATION DATE: 11/01/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: THE GOOD NEWS CAFE
70 WALNUT DR
BUCKHANNON, WV 26201

SQUARE FEET: 1
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 10.00

PROJECT: 240327 - ZONING PERMIT TYPE: BPZONING ZONING
PROPERTY: 203 RANDOLPH AVE
APPLIED DATE: 11/15/2024 ISSUED DATE: 11/15/2024 EXPIRATION DATE: 11/15/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: BIG J'S HOTDOG HOUSE
105 DISCOVERY LN
BEVERLY, WV 26253

SQUARE FEET: 1
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 10.00

VACANT STRUCTURE BILLING

FEE CODE REPORT

11/18/2024 11:13 AM
 LICENSES: THRU ZZZZZZZZZZ
 LIC CODES: Include: CE-VAC
 LIC STATUS: Pending, Active
 FEE CODES: All

PAGE: 1
 ORIGINATION DATE: 3/01/2024 THRU 11/18/2024
 EFFECTIVE DATE: 0/00/0000 THRU 99/99/9999
 EXPIRATION DATE: 0/00/0000 THRU 99/99/9999
 PRINT DATE: 0/00/0000 THRU 99/99/9999

FEE CODE: VACANT - VACANT PROPERTY FEE

LICENSE	PERIOD	LIC CODE	STATUS	REPORT	ISSUED TO	# of Years	CHARGES
24285	3/04/24 - 3/05/24	CE-VAC	Pending	CODE	HOSEY LINDA	1.0000	200.00
24286	3/04/24 - 3/05/24	CE-VAC	Pending	CODE	HOSEY LINDA	1.0000	200.00
24287	3/04/24 - 3/05/24	CE-VAC	Active	CODE	HIGGINS MARIE	1.0000	200.00
24289	3/04/24 - 3/05/24	CE-VAC	Active	CODE	METHENY MICHE	1.0000	200.00
24290	3/04/24 - 3/05/24	CE-VAC	Active	CODE	MILLER LINDA	1.0000	200.00
24294	3/12/24 - 3/13/24	CE-VAC	Active	CODE	CHUA DOMIN	1.0000	200.00
24295	3/12/24 - 3/13/24	CE-VAC	Active	CODE	ARBOGAST GARY	1.0000	200.00
24302	3/19/24 - 3/20/24	CE-VAC	Active	CODE	AUVIL BENJA	1.0000	200.00
24303	3/19/24 - 3/20/24	CE-VAC	Active	CODE	PROUDFOOT LINDA	1.0000	200.00
24305	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	HALLE SHANE	1.0000	200.00
24306	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	ARMENTROUT WILLI	1.0000	200.00
24307	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	ARMENTROUT WILLI	1.0000	200.00
24308	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	CORDER DEBOR	2.0000	200.00
24309	10/16/24 - 10/17/24	CE-VAC	Active	CODE	GUSTKE JAMES		200.00
24310	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	GRAHAM ANNA	1.0000	200.00
24311	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	ANGER MIKE	1.0000	200.00
24312	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	SHIFFLETT DAVID	2.0000	200.00
24314	3/19/24 - 3/20/24	CE-VAC	Active	CODE	BEVERLY PIKE LAND LLC	2.0000	200.00
24315	3/19/24 - 3/20/24	CE-VAC	Active	CODE	GUSTKE JAMES	2.0000	200.00
24323	4/04/24 - 4/05/24	CE-VAC	Active	CODE	COMIS DINO	2.0000	200.00
24324	4/04/24 - 4/05/24	CE-VAC	Active	CODE	BOGGS ANGEL	2.0000	200.00
24325	4/04/24 - 4/05/24	CE-VAC	Active	CODE	SHOMO LINDA	2.0000	200.00
24326	4/04/24 - 4/05/24	CE-VAC	Active	CODE	STEVENSON JULIA	2.0000	200.00
24327	4/04/24 - 4/05/24	CE-VAC	Active	CODE	YEAGER MARVI	2.0000	200.00
24328	4/04/24 - 4/05/24	CE-VAC	Active	CODE	KIRKPATRICK KRIST	2.0000	200.00
24333	4/16/24 - 4/17/24	CE-VAC	Active	CODE	VARNEY CHARL	2.0000	200.00
24334	4/16/24 - 4/17/24	CE-VAC	Active	CODE	MESSINGER DAVID	2.0000	200.00
24335	6/24/24 - 6/25/24	CE-VAC	Active	CODE	WHITE DELAI	2.0000	200.00
24336	4/16/24 - 4/17/24	CE-VAC	Active	CODE	KNUTTI FREDE	2.0000	200.00
24337	6/04/24 - 6/05/24	CE-VAC	Active	CODE	LOTHES WILFR	2.0000	200.00
24343	4/29/24 - 4/30/24	CE-VAC	Active	CODE	KHAN FARUK	2.0000	200.00
24344	4/29/24 - 4/30/24	CE-VAC	Active	CODE	HATFIELD WANDA	2.0000	200.00
24345	4/29/24 - 4/30/24	CE-VAC	Pending	CODE	SHOCKEY KATHE	2.0000	200.00
24346	4/29/24 - 4/30/24	CE-VAC	Pending	CODE	SHOCKEY KATHE	2.0000	200.00
24347	4/29/24 - 4/30/24	CE-VAC	Pending	CODE	KIRKPATRICK REBEC	2.0000	200.00
24406	8/12/24 - 8/13/24	CE-VAC	Active	CODE	MOORE GREGO	2.0000	200.00
24407	8/12/24 - 8/13/24	CE-VAC	Active	CODE	CARR CAROL	2.0000	200.00
24425	10/03/24 - 10/04/24	CE-VAC	Active	CODE	HUNTINGTON NATIONAL BANK	2.0000	200.00
24439	11/01/24 - 11/02/24	CE-VAC	Active	CODE	SAFEGUARD PROPERTIES PRES	2.0000	200.00

REPORT TOTALS:

39

62.0000

7,800.00



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 21, 2024
Section:	Staff reports
Category:	Presentation
Agenda Item Name:	Treasurer's report
Recommended By:	City Treasurer
Summary:	The attached report from the City Treasurer includes: • General Fund Revenue Detail report showing: most recent month's revenues, YTD revenues, and YTD actual revenues as percentage of budgeted revenues • Bank account balances • Budget control summary
Fiscal Impact:	n/a
Recommendation:	Review presented information
Attachments:	1. Treasurer's Report - 2024_11_21

General Fund Revenue Detail

	October Revenues	YTD Revenues	Percent of Revenues Collected Per Budget	Percent of Yr. Completed 33.33
Unassigned Fund Balance				
County Tax	\$287,705.58	\$759,444.41	61.69%	1,231,105.00
B & O Tax	\$288,915.62	\$816,077.14	50.88%	1,604,000.00
Hotel/Motel Tax	\$34,991.16	\$127,959.11	63.92%	200,200.00
Gas & Oil Severance Tax	\$25,525.61	\$25,525.61	51.05%	50,000.00
2% City Utility Tax	\$8,334.60	\$32,332.15	38.04%	85,000.00
Utility Excise Tax	\$60,152.54	\$114,414.93	36.91%	310,000.00
Liquor Tax	\$21,269.79	\$42,923.71	46.66%	92,000.00
Police	\$802.70	\$7,137.31	44.61%	16,000.00
Municipal Court	\$14,709.30	\$9,483.12	22.61%	41,950.00
Code Enforcement	\$3,006.71	\$13,206.33	44.02%	30,000.00
Business License	\$1,260.00	\$8,939.15	32.51%	27,500.00
Intergovernmental	\$17,619.39	\$890,306.17	390.46%	228,017.00
Franchise/IRP Fees	\$19,424.21	\$57,799.78	45.51%	127,000.00
Phil Gainer Community Center	\$5,920.00	\$20,110.00	50.28%	40,000.00
Misc. Revenue	\$49,614.86	\$104,682.81	77.11%	135,760.00
Municipal Sales Tax	\$402,337.66	\$738,567.89	52.75%	1,400,000.00
TOTAL	\$1,241,589.73	\$3,768,909.62	67.08%	5,618,532.00

Intergovernmental increased revenues are due to 2 DOJ grant deposits (7/2/24 \$158,074.82 & 8/1/24 \$640,547.27)

FY2025 Budget Control Summary

General Fund													
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses
	\$1,137,832.22	\$965,209.58	\$441,020.42	\$1,108,391.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$557,569.09
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
	\$749,795.22	\$1,335,448.23	\$538,954.20	\$470,687.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

YTD TOTALS
\$3,652,453.84

\$3,094,884.75

Sanitation Fund													
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses
	\$120,655.66	\$125,941.58	\$120,782.16	\$130,050.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$4,936.93
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
	\$145,364.89	\$118,185.70	\$127,156.83	\$111,659.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$497,430.27

\$502,367.20

Sewer Fund													
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses
	\$281,446.53	\$262,524.76	\$243,041.16	\$280,619.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,393.34
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
	\$267,166.54	\$242,266.86	\$269,123.07	\$204,682.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$1,067,631.87

\$983,238.53

Water Fund													
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses
	\$416,751.93	\$431,270.32	\$363,415.43	\$436,453.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$88,100.10
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
	\$451,505.21	\$395,801.52	\$398,974.64	\$313,509.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$1,647,890.84

\$1,559,790.74

Fire Fund													
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses
	\$53,017.83	\$91,922.15	\$63,908.09	\$48,434.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$101,519.58
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
	\$107,354.02	\$83,438.32	\$87,906.66	\$80,103.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$257,282.96

\$358,802.54

Landfill Fund													
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses
	\$566.80	\$497.89	\$515.81	\$463.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,674.11
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
	\$174.31	\$0.00	\$171.36	\$24.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$2,044.08

\$369.97

Bank Account Name	Balance as of 10/31/2024
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ARPA	\$353,351.62
Elkins Building Comm. Sinking Fund	\$0.00
Elkins Municipal Building Comm.	\$0.00
Financial Stabilization	\$759,635.54
Fire Pension Fund	\$2,918,789.43
Firemen's Pension & Relief Fund	\$0.00
Grant Co Bank-Whitmer	\$8,526.74
Landfill Access Escrow	\$1,921,272.74
Landfill Post Closure	\$48,752.84
Ohio Valley-Construction Draw	\$119,025.00
Opioid	\$21,869.08
Payroll	\$178,969.93
Police Forfeitures	\$13,951.12
Police Pension Fund	\$4,751,159.70
Police Seizures	\$22,486.41
Policemen's Pension & Relief Fund	\$0.00
Pooled Cash-Coal Severance Fund	\$161,049.52
Pooled Cash-Fire Fund	\$209,108.26
Pooled Cash-General Fund	\$2,345,350.82
Pooled Cash-Landfill Fund	\$129,880.05
Pooled Cash-Parks Fund	\$760,297.62
Pooled Cash-Sanitation Fund	\$597,442.95
Pooled Cash-Sewer Fund	\$155,351.48
Pooled Cash-Water Fund	\$403,439.99
Sewer Depreciation	\$241,099.48
Sewer O&M	\$551,978.77
TIF District #1	\$59,188.29
Water Depreciation	\$201,077.41
Water O&M	\$525,204.48



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 21, 2024
Section:	Approval of vendor invoice payments
Category:	Action Item
Agenda Item Name:	Vendor invoices presented for approval: November 4-15, 2024 <i>(Available for public review in the city clerk's office two business days before this meeting, as required by W. Va. Ethics Commission Open Meetings Advisory Opinion 2012-04.)</i>
Recommended By:	City Treasurer
Summary:	Accounts payable transactions in all funds for the dates November 4-15, 2024
Fiscal Impact:	Report details \$1,025,709.46 in transactions from all funds.
Recommendation:	Consider for approval
Attachments:	1. AP Check Report - 2024_11_21

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00283	Frontier							
I-102824	Whitmer	R	11/06/2024	77.84		000023		77.84

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	77.84	0.00	77.84
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: GCBANTOTALS:	1	77.84	0.00	77.84
BANK: GCBAN TOTALS:	1	77.84	0.00	77.84

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02605	Commercial Builders Inc							
I-Appl #6	contracted services	R	11/13/2024	242,367.50		000007		242,367.50

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1		242,367.50	0.00	242,367.50
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: OVBSATOTALS:	1		242,367.50	0.00	242,367.50
BANK: OVBSA TOTALS:	1		242,367.50	0.00	242,367.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00741	Great-West Trust Company LLC							
I-VF 202411121700	Voya	D	11/13/2024	620.00		006542		
I-VF2202411121700	Voya AT	D	11/13/2024	100.00		006542		720.00
00792	WV Consolidated Retirement Boa							
I-RTD202410291697	Retirement	D	11/13/2024	7,718.33		006543		
I-RTD202411121700	Retirement	D	11/13/2024	7,773.39		006543		
I-RTD202411121701	Retirement	D	11/13/2024	306.39		006543		15,798.11
00952	WV Consolidated Retirement Boa							
I-RTF202410291697	Retirement	D	11/13/2024	2,639.14		006544		
I-RTF202411121700	Retirement	D	11/13/2024	3,198.06		006544		
I-RTN202410291697	Retirement	D	11/13/2024	4,607.68		006544		
I-RTN202411121700	Retirement	D	11/13/2024	5,315.36		006544		15,760.24
00993	WV Consolidated Retirement Boa							
I-RT6202410291697	Retirement 6%	D	11/13/2024	10,070.78		006545		
I-RT6202410291698	Retirement 6%	D	11/13/2024	208.11		006545		
I-RT6202411121700	Retirement 6%	D	11/13/2024	9,525.55		006545		19,804.44
02667	Health Equity							
I-HSA202411121700	Health Savings	D	11/13/2024	906.54		006546		906.54
00471	FirstEnergy MP/PE							
I-Barron Ave 102224	Barron Ave 091724-101624	D	11/13/2024	14,266.79		006547		14,266.79
1	DECEMBER, KATRINA A							
I-000202411061699	US REFUND	R	11/06/2024	104.27		016190		104.27
00024	Appalachian Tire Products							
I-1300023578	Tires	R	11/06/2024	12,888.72		016191		12,888.72
00047	Truist Governmental Finance							
I-00007 111924	9948000234-07 111924	R	11/06/2024	4,984.55		016192		4,984.55
00082	Builders Group, Inc.							
I-750876	Battery Pack/Battery/FlapDisc	R	11/06/2024	537.17		016193		
I-750891	2x6 Treated/Waferboard/Screws	R	11/06/2024	421.52		016193		958.69
00102	Central Supply Company of WV							
I-578477	Fabric	R	11/06/2024	203.40		016194		203.40
00119	First-Citizens Bank & Trust Co							
I-45788870	Konica Minolta	R	11/06/2024	55.00		016195		55.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00140	City of Elkins							
I-CKREQ 110124	Whitmer Utility Pmts to Elkins	R	11/06/2024	2,345.98		016196		2,345.98
00143	COE General Fund 2							
I-11/24 Indirects	Monthly Indirects 11/24	R	11/06/2024	16,751.44		016197		16,751.44
00149	COE Parks and Recreation							
I-11/24 Support	Monthly Support 11/24	R	11/06/2024	25,483.00		016198		25,483.00
00154	COE Sanitation							
I-202410296605	Hauling/Tipping - City Hall	R	11/06/2024	356.82		016199		356.82
00156	COE Sewer Depreciation Account							
I-10/24 Deposit	Sewer Depr Deposit 103124	R	11/06/2024	6,949.98		016200		6,949.98
00158	COE Water Depreciation Account							
I-10/24 Deposit	Water Depr Deposit 103124	R	11/06/2024	10,621.75		016201		10,621.75
00189	Cunningham Collision, LLC							
I-1011109	Parts/labor/Materials/Paint	R	11/06/2024	1,885.50		016202		1,885.50
00201	Davis Electrical Svc. Inc							
I-280574	Electrical Materials for Garag	R	11/06/2024	1,075.19		016203		
I-280575	Electrial Materials for Garage	R	11/06/2024	41.80		016203		
I-280752	Electrical Materials for Garag	R	11/06/2024	1,719.60		016203		
I-280801	City Hall Repairs	R	11/06/2024	3,120.00		016203		5,956.59
00211	Elkins Depot Welcome Center							
I-09/24 Hotel Motel	Hotel Motel Collections 9/24	R	11/06/2024	17,495.58		016204		17,495.58
00235	Elkins Building Comm.							
I-11/24 Pmt	Monthly Pmt 11/2024	R	11/06/2024	3,483.79		016205		3,483.79
00283	Frontier							
I-102024	phone	R	11/06/2024	1,447.93		016206		1,447.93
00381	Grover C Jackson Jr							
I-11/24 Rent	Rent 11/2024	R	11/06/2024	1,800.00		016207		1,800.00
00436	Mary's Greenhouse							
I-1456	Planters/Mums	R	11/06/2024	938.90		016208		938.90
00457	Metalworks, Inc.							
I-13572	Mft SS Float Shaft	R	11/06/2024	186.00		016209		186.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00468	I-WV24-4192	Miss Utility of West Virginia, Message Fees 09/2024	R 11/06/2024	209.45		016210		209.45
00471	I-90009799933	FirstEnergy MP/PE Consumption/Lighting 102224	R 11/06/2024	47,466.09		016211		47,466.09
00484	I-Bearhunter 102824	Mountaineer Gas Company Bearhunter 091624-101524	R 11/06/2024	38.00		016212		
	I-ScottFd 102824	Scott Ford Rd 091724-101524	R 11/06/2024	40.01		016212		78.01
00500	I-01P22879	Newlons International Sales, L Fittings/Hose	R 11/06/2024	104.28		016213		
	I-01P22905	Valve/Actuator/Spring/Hose	R 11/06/2024	2,083.49		016213		2,187.77
00606	I-12306	Steven C. Rodeheaver Brush Handles	R 11/06/2024	110.00		016214		110.00
00665	I-17409875-00	State Electric Supply Company Electrical Supplies	R 11/06/2024	2,452.95		016215		
	I-17409875-01	Electrical Supplies	R 11/06/2024	14.52		016215		
	I-17485561-00	Materials for City Hall repair	R 11/06/2024	169.31		016215		2,636.78
00697	I-24CR139 Refund	Kevin Tingler Bond Refund RK Cornelius	R 11/06/2024	352.00		016216		352.00
00707	I-75	Trickett Hardware, Inc. Coupling Reducer/Union/Flange	R 11/06/2024	306.03		016217		
	I-94	Brass Y Connector	R 11/06/2024	12.99		016217		319.02
00738	I-21049	Vertical Transport Consulting, Annual Elevator Inspection	R 11/06/2024	330.39		016218		330.39
00779	I-4647231	Woodford Oil Company CHV ULTRA/MULTIFAK	R 11/06/2024	800.00		016219		800.00
00884	I-592784	Colonial Court Service Station Tires	R 11/06/2024	1,260.00		016220		1,260.00
01292	I-10/24 Deposit	COE Sewer O & M Account Sewer O&M Deposit 103124	R 11/06/2024	13,153.88		016221		13,153.88
01313	I-10/24 Deposit	COE Water O & M Account Water O&M 103124	R 11/06/2024	12,902.14		016222		12,902.14

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE:11/04/2024 THRU 11/15/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01555 I-2452400	Golden Equipment Co Inc Hose Reel/freight	R	11/06/2024	2,046.44		016223		2,046.44
01594 I-2330430657 I-2403546729	Pace Analytical Services LLC Project #30570542 Project #30707269	R R	11/06/2024 11/06/2024	71.00 361.00		016224 016224		432.00
01989 I-2102 I-2103	Mitchell Tree Care LLC 12 Trees/Installation Tree maintenance	R R	11/06/2024 11/06/2024	7,805.00 3,500.00		016225 016225		11,305.00
02277 I-1029	Vigilant Communications LLC Cruiser Radio	R	11/06/2024	4,500.00		016226		4,500.00
02296 I-S100276650.001	CITCO Water Manhole Hooks	R	11/06/2024	139.92		016227		139.92
02322 I-80175604	Badger Meter Services for 10/2024	R	11/06/2024	257.52		016228		257.52
02347 I-17384061 I-17396143 I-17396144 I-17396145	LEAF Toshiba/Lexmark 112424 Toshiba 478S 112524 Toshiba E4515AC 112524 Toshiba E3025AC	R R R R	11/06/2024 11/06/2024 11/06/2024 11/06/2024	607.43 113.97 196.83 461.30		016229 016229 016229 016229		1,379.53
02451 I-19853	Waypoint Resource Group LLC Collections 10/2024	R	11/06/2024	265.54		016230		265.54
02468 I-2024/F000012489	Micronics Engineered Filtratio Belt Press Belt	R	11/06/2024	1,378.85		016231		1,378.85
02516 I-0596197-IN	Diamond Blade Warehouse Super G Supreme	R	11/06/2024	856.78		016232		856.78
02649 I-448507	Civil & Enviromental Consultan Georgetown Rd Sewer Ext	R	11/06/2024	5,000.00		016233		5,000.00
02677 I-WV001897	Buchanan Pump Service and Supp Pump and Wheel Set	R	11/06/2024	4,380.00		016234		4,380.00
02724 I-028	Harris Electrical Services LLC Rewire old section FD	R	11/06/2024	2,050.00		016235		2,050.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02726 I-110624	Cliff Biller Construction Comp Install Deer Fencing TreeNrsy	R	11/06/2024	7,350.00		016236		7,350.00
02727 I-10044	Custom Containers Solutions Dumpsters	R	11/06/2024	7,775.00		016237		7,775.00
02728 I-24145	Complete Restoration LLC Inspections	R	11/06/2024	1,725.00		016238		1,725.00
00530 I-202409091440	Perfection Plus Turbo-Dry LLC City Hall sewer clean up	R	11/07/2024	36,660.29		016239		36,660.29
00119 I-45785689	First-Citizens Bank & Trust Co Kyocera 110624	R	11/07/2024	52.50		016240		52.50
00116 I-CDS202411121700	Child Support Enforcement Child Support	R	11/13/2024	690.10		016241		690.10
00121 I-FP 202411121700	Citizens Bank of WVFP Fire Pension	R	11/13/2024	362.75		016242		362.75
00122 I-PP 202411121700 I-PPN202411121700	Citizens Bank of WVFP Police Pension Police Pension-2010 Forward	R R	11/13/2024 11/13/2024	159.12 293.37		016243 016243		452.49
00147 I-MIS202411121700	COE Misc Misc Reimbursements	R	11/13/2024	271.98		016244		271.98
00150 I-T1 202411121700	COE Payroll Federal Withholding	R	11/13/2024	14,490.99		016245		14,490.99
00151 I-T3 202411121700 I-T4 202411121700	COE Payroll FICA Medicare	R R	11/13/2024 11/13/2024	22,271.42 5,505.54		016246 016246		27,776.96
00152 I-T2 202411121700	COE Payroll State Withholding	R	11/13/2024	6,364.00		016247		6,364.00
00203 I-CC 202411121700	Davis Trust Company Employee Christmas Club	R	11/13/2024	2,680.00		016248		2,680.00
00747 I-WN 202411121700	Washington National Insurance Washington National Insurance	R	11/13/2024	604.60		016249		604.60

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00837	COE Payroll Reimbursement							
I-001202411121700	Payroll Reimbursement	R	11/13/2024	63,317.30		016250		
I-006202411121700	Payroll Reimbursement	R	11/13/2024	6,765.68		016250		
I-036202411121700	Payroll Reimbursement	R	11/13/2024	15,822.06		016250		
I-400202411121700	Payroll Reimbursement	R	11/13/2024	22,700.70		016250		
I-401202411121700	Payroll Reimbursement	R	11/13/2024	14,759.85		016250		
I-404202411121700	Payroll Reimbursement	R	11/13/2024	13,768.65		016250		137,134.24
01885	Colonial Life							
I-CL 202411121700	Colonial Life-AT	R	11/13/2024	112.10		016251		
I-CLP202411121700	Colonial Life-PT	R	11/13/2024	52.52		016251		164.62
00150	COE Payroll							
I-T1 202411121701	Federal Withholding	R	11/13/2024	235.81		016252		235.81
00151	COE Payroll							
I-T3 202411121701	FICA	R	11/13/2024	281.44		016253		
I-T4 202411121701	Medicare	R	11/13/2024	65.82		016253		347.26
00152	COE Payroll							
I-T2 202411121701	State Withholding	R	11/13/2024	97.00		016254		97.00
00837	COE Payroll Reimbursement							
I-001202411121701	Payroll Reimbursement	R	11/13/2024	1,661.03		016255		1,661.03
00006	AFLAC							
I-AF 202410291697	Aflac-After Tax Ins	R	11/13/2024	582.29		016256		
I-AF 202411121700	Aflac-After Tax Ins	R	11/13/2024	582.29		016256		
I-AFL202410291697	Aflac Insurance	R	11/13/2024	297.78		016256		
I-AFL202411121700	Aflac Insurance	R	11/13/2024	297.78		016256		1,760.14
00023	Appalachian Forest Heritage Ar							
I-2Q FY 24-25	2Q FY 24-25 Contribution	R	11/13/2024	500.00		016257		500.00
00034	ATCO International							
I-I0636842	Seal A Thread/Ever-Reddie	R	11/13/2024	957.55		016258		
I-I0636942	Reusable Wiping Cloths	R	11/13/2024	119.70		016258		1,077.25
00075	Encova Insurance							
I-36885465	WCN6010582 1002-110324	R	11/13/2024	6,765.00		016259		6,765.00
00126	City of Clarksburg							
I-202410291607	Yard Waste/Compost 1756	R	11/13/2024	70.00		016260		70.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00154	COE Sanitation							
I-202410296598	Hauling -Brush 110-Ticket 1756	R	11/13/2024	299.48		016261		
I-202411066648	Roll Off Rental 10/24 CityHall	R	11/13/2024	205.53		016261		505.01
00182	Country Roads Transit							
I-2Q FY 24-25	2Q FY 24-25 Contribution	R	11/13/2024	3,750.00		016262		3,750.00
00202	Davis Trust Company							
I-12755 112224	3113776-12755 112224	R	11/13/2024	4,256.84		016263		4,256.84
00239	Elkins Historic Landmark Commi							
I-2Q FY 24-25	2Q FY 24-25 Contribution	R	11/13/2024	1,000.00		016264		1,000.00
00242	Elkins Professional Firefighte							
I-EPP202410291697	Elkins Professional FF	R	11/13/2024	135.00		016265		
I-EPP202411121700	Elkins Professional FF	R	11/13/2024	135.00		016265		270.00
00243	Elkins Randolph County Chamber							
I-2Q FY 24-25	2Q FY 24-25 Contribution	R	11/13/2024	625.00		016266		625.00
00250	Elkins-Randolph County Regiona							
I-2Q FY 24-25	2Q FY 24-25 Contribution	R	11/13/2024	3,750.00		016267		3,750.00
00251	Elkins-Randolph County Public							
I-2Q FY 24-25	2Q FY 24-25 Contribution	R	11/13/2024	5,625.00		016268		5,625.00
00288	Garrett Industrial Supply Inc							
I-3442965	Leather Work Gloves	R	11/13/2024	119.27		016269		119.27
00483	Mountain Valley Bank							
I-1202553-21 112824	1202553-21 112824	R	11/13/2024	2,369.18		016270		2,369.18
00483	Mountain Valley Bank							
I-1202553-24 111524	1202553-24 111524	R	11/13/2024	6,518.78		016271		6,518.78
00570	Randolph County Commission							
I-2Q FY 24-25	2Q FY 24-25 Contribution	R	11/13/2024	1,750.00		016272		1,750.00
00571	Randolph County Community Arts							
I-2Q FY 24-25	2Q FY 24-25 Contribution	R	11/13/2024	1,250.00		016273		1,250.00
00573	Randolph County Development Au							
I-2Q FY 24-25	2Q FY 24-25 Contribution	R	11/13/2024	3,375.00		016274		3,375.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00576	Randolph County Humane Society							
I-2Q FY 24-25	2Q Fy 24-25 Contribution	R	11/13/2024	3,000.00		016275		3,000.00
00578	Randolph Elkins Health Departm							
I-2Q FY 24-25	2Q FY 24-25 Contribution	R	11/13/2024	1,375.00		016276		1,375.00
00579	Randolph-Tucker Children's Adv							
I-2Q FY 24-25	2Q FY 24-25 Contribution	R	11/13/2024	2,500.00		016277		2,500.00
00591	Retiree Health Benefit Trust F							
I-11/24 RHBT	Retirees Health 11/24	R	11/13/2024	2,137.00		016278		
I-RChen 11/2024	RChenoweth RHBT 11/2024	R	11/13/2024	34.00		016278		
I-RHB202411121700	Retiree Health Benefit Trust	R	11/13/2024	2,652.00		016278		4,823.00
00665	State Electric Supply Company							
I-17523325-00	Electrical Supplies	R	11/13/2024	264.50		016279		264.50
00711	Tygart Valley Transfer, Inc.							
I-000029391	Comm	R	11/13/2024	173.90		016280		
I-00028827	Comm	R	11/13/2024	42.04		016280		
I-00028832	Comm	R	11/13/2024	204.48		016280		
I-00028842	Tygart Valley Transfer, Inc.	R	11/13/2024	550.37		016280		
I-00028843	Comm	R	11/13/2024	506.42		016280		
I-00028845	Res	R	11/13/2024	888.62		016280		
I-00028862	Comm	R	11/13/2024	322.00		016280		
I-00028864	Res	R	11/13/2024	69.75		016280		
I-00028868	Comm	R	11/13/2024	216.90		016280		
I-00028875	Comm	R	11/13/2024	458.64		016280		
I-00028882	Res	R	11/13/2024	562.79		016280		
I-00028883	Res	R	11/13/2024	545.59		016280		
I-00028884	Comm	R	11/13/2024	800.71		016280		
I-00028902	Comm	R	11/13/2024	214.99		016280		
I-00028918	Res	R	11/13/2024	833.20		016280		
I-00028919	Res	R	11/13/2024	359.27		016280		
I-00028923	Res	R	11/13/2024	663.12		016280		
I-00028924	Comm	R	11/13/2024	870.46		016280		
I-00028962	Comm	R	11/13/2024	309.58		016280		
I-00028966	Comm	R	11/13/2024	221.68		016280		
I-00028976	Res	R	11/13/2024	1,120.80		016280		
I-00028978	Res - Forest Festival Cleanup	R	11/13/2024	51.60		016280		
I-00028981	Comm	R	11/13/2024	72.62		016280		
I-00028987	Comm	R	11/13/2024	313.40		016280		
I-00028988	Comm	R	11/13/2024	181.55		016280		
I-00028992	Res	R	11/13/2024	1,077.80		016280		
I-00029025	Res	R	11/13/2024	481.57		016280		
I-00029029	Comm	R	11/13/2024	292.38		016280		
I-00029036	Res	R	11/13/2024	170.08		016280		
I-00029037	Comm	R	11/13/2024	43.95		016280		

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
I-00029046	Comm	R	11/13/2024	481.57		016280		
I-00029047	Comm	R	11/13/2024	640.19		016280		
I-00029048	Res	R	11/13/2024	622.03		016280		
I-00029065	Comm	R	11/13/2024	128.99		016280		
I-00029066	Comm	R	11/13/2024	75.48		016280		
I-00029068	Comm	R	11/13/2024	419.46		016280		
I-00029078	Comm	R	11/13/2024	44.91		016280		
I-00029081	Comm	R	11/13/2024	577.12		016280		
I-00029082	Res	R	11/13/2024	694.65		016280		
I-00029085	Res	R	11/13/2024	518.84		016280		
I-000291004	Comm	R	11/13/2024	1,041.50		016280		
I-00029109	Comm	R	11/13/2024	343.98		016280		
I-00029117	Comm	R	11/13/2024	88.86		016280		
I-00029124	Comm	R	11/13/2024	567.57		016280		
I-00029127	Res	R	11/13/2024	656.43		016280		
I-00029129	Comm	R	11/13/2024	39.18		016280		
I-00029130	Res	R	11/13/2024	571.39		016280		
I-00029142	Comm	R	11/13/2024	126.13		016280		
I-00029144	Comm	R	11/13/2024	252.25		016280		
I-00029150	Comm	R	11/13/2024	61.15		016280		
I-00029165	Res	R	11/13/2024	443.35		016280		
I-00029166	Comm	R	11/13/2024	51.60		016280		
I-00029167	Comm	R	11/13/2024	711.85		016280		
I-00029170	Comm	R	11/13/2024	826.51		016280		
I-00029188	Comm	R	11/13/2024	255.12		016280		
I-00029193	Comm	R	11/13/2024	235.05		016280		
I-00029201	Comm	R	11/13/2024	78.35		016280		
I-00029216	Res	R	11/13/2024	891.48		016280		
I-00029218	Comm	R	11/13/2024	909.64		016280		
I-00029224	Comm	R	11/13/2024	766.31		016280		
I-00029245	Comm	R	11/13/2024	95.55		016280		
I-00029262	Comm	R	11/13/2024	546.55		016280		
I-00029266	Res	R	11/13/2024	552.28		016280		
I-00029267	Res	R	11/13/2024	521.70		016280		
I-00029281	Comm	R	11/13/2024	472.02		016280		
I-00029282	Comm	R	11/13/2024	309.58		016280		
I-00029283	Res	R	11/13/2024	138.55		016280		
I-00029295	Comm	R	11/13/2024	700.38		016280		
I-00029296	Res	R	11/13/2024	560.88		016280		
I-00029297	Res	R	11/13/2024	536.99		016280		
I-00029313	Comm	R	11/13/2024	570.43		016280		
I-00029327	Comm	R	11/13/2024	564.70		016280		
I-00029328	Res	R	11/13/2024	600.05		016280		
I-00029329	Res	R	11/13/2024	683.18		016280		
I-00029350	Comm	R	11/13/2024	246.52		016280		
I-00029359	Comm	R	11/13/2024	550.37		016280		
I-00029362	Res	R	11/13/2024	344.94		016280		
I-00029365	Comm	R	11/13/2024	726.18		016280		

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
I-00029387	Comm	R	11/13/2024	250.34		016280		
I-00029408	Comm	R	11/13/2024	932.57		016280		
I-00029411	Res	R	11/13/2024	807.40		016280		
I-00029413	Res	R	11/13/2024	858.99		016280		
I-00029430	Comm	R	11/13/2024	358.31		016280		
I-00029433	Comm	R	11/13/2024	302.89		016280		
I-00029439	Comm	R	11/13/2024	155.75		016280		
I-00029452	Comm	R	11/13/2024	407.04		016280		
I-00029455	Comm	R	11/13/2024	600.05		016280		
I-00029456	Res	R	11/13/2024	541.77		016280		
I-00029476	Comm	R	11/13/2024	73.57		016280		
I-00029480	Comm	R	11/13/2024	63.06		016280		
I-00029485	Comm	R	11/13/2024	96.51		016280		
I-00029488	Comm	R	11/13/2024	447.17		016280		
I-00029496	Comm	R	11/13/2024	640.19		016280		
I-00029499	Res	R	11/13/2024	540.81		016280		
I-00029501	Res	R	11/13/2024	581.90		016280		
I-00029516	Comm	R	11/13/2024	89.82		016280		
I-00029520	Comm	R	11/13/2024	319.14		016280		
I-00029526	Comm	R	11/13/2024	390.80		016280		
I-00029529	Comm	R	11/13/2024	315.32		016280		
I-00029531	Comm	R	11/13/2024	553.23		016280		
I-00029532	Res	R	11/13/2024	687.00		016280		
I-00029533	Res	R	11/13/2024	637.32		016280		
I-00029552	Res	R	11/13/2024	177.72		016280		
I-00029562	Comm	R	11/13/2024	732.87		016280		
I-00029565	Comm	R	11/13/2024	617.25		016280		
I-00029568	Res	R	11/13/2024	412.78		016280		
I-00029610	Comm	R	11/13/2024	252.25		016280		
I-00029618	Res	R	11/13/2024	879.06		016280		
I-00029619	Res	R	11/13/2024	730.96		016280		
I-00029620	Comm	R	11/13/2024	865.68		016280		
I-00029639	Comm	R	11/13/2024	168.17		016280		
I-00029645	Comm	R	11/13/2024	56.37		016280		
I-00029654	Comm	R	11/13/2024	423.29		016280		
I-00029661	Comm	R	11/13/2024	538.90		016280		
I-00029663	Res	R	11/13/2024	537.95		016280		
I-00029678	Comm	R	11/13/2024	451.95		016280		
I-00029690	Comm	R	11/13/2024	124.22		016280		
I-00029699	Comm	R	11/13/2024	547.50		016280		
I-00029700	Res	R	11/13/2024	492.08		016280		
I-00029701	Comm	R	11/13/2024	567.57		016280		
I-00029715	Comm	R	11/13/2024	350.67		016280		
I-00029718	Comm	R	11/13/2024	43.95		016280		
I-00029735	Res	R	11/13/2024	684.14		016280		
I-00029736	Res	R	11/13/2024	589.54		016280		
I-00029737	Comm	R	11/13/2024	580.94		016280		55,938.81

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00810	WV Public Employee Insurance A							
I-BL 202411121700	Basic Life Benefit	R	11/13/2024	188.10		016281		
I-BL1202411121700	Basic Life Benefit +	R	11/13/2024	1.98		016281		
I-CEC202410291697	Plan C E/C	R	11/13/2024	1,268.00		016281		
I-CEC202411121700	Plan C E/C	R	11/13/2024	1,268.00		016281		
I-CF 202410291697	Plan C Family	R	11/13/2024	19,135.00		016281		
I-CF 202411121700	Plan C Family	R	11/13/2024	19,135.00		016281		
I-CS 202410291697	Plan C Single	R	11/13/2024	6,180.00		016281		
I-CS 202411121700	Plan C Single	R	11/13/2024	6,180.00		016281		
I-DL 202410291697	Dependent Life	R	11/13/2024	121.53		016281		
I-DL 202411121700	Dependent Life	R	11/13/2024	121.53		016281		
I-IFA202410291697	Ins - Family - Plan A	R	11/13/2024	747.00		016281		
I-IFA202411121700	Ins - Family - Plan A	R	11/13/2024	747.00		016281		
I-OL 202410291697	Optional Life	R	11/13/2024	413.28		016281		
I-OL 202411121700	Optional Life	R	11/13/2024	411.28		016281		
I-RChen 11/2024	RChenoweth Health/Life 11/24	R	11/13/2024	891.98		016281		
I-TOF202410291697	Tobacco Surcharge Family	R	11/13/2024	450.00		016281		
I-TOF202411121700	Tobacco Surcharge Family	R	11/13/2024	450.00		016281		
I-TOS202410291697	Tobacco Surcharge Single	R	11/13/2024	125.00		016281		
I-TOS202411121700	Tobacco Surcharge Single	R	11/13/2024	125.00		016281		57,959.68
00812	WV Regional Jail and Correctio							
I-10124B49F	9 days inmate housing TVRJ	R	11/13/2024	517.14		016282		517.14
01594	Pace Analytical Services LLC							
I-2430565472	October 2024 Lab Analysis	R	11/13/2024	3,820.10		016283		3,820.10
01681	HdL Companies							
I-10312024	Add'l BL Revenue 10/24	R	11/13/2024	1,800.97		016284		1,800.97
01727	Enterprise FM Trust							
I-578571-110624	Fleet Leases 11/2024	R	11/13/2024	20,582.71		016285		20,582.71
01790	Crim Law Office PLLC							
I-459	Attorney Services - 10/2024	R	11/13/2024	9,720.00		016286		9,720.00
01942	Elkins Municipal Building Comm							
I-1214756-11 111524	1214756-11 111524	R	11/13/2024	4,833.20		016287		4,833.20
02486	FPG							
I-22475F	Orion Migratable Endpoints	R	11/13/2024	6,578.42		016288		6,578.42
02691	Citizens Promoting Community							
I-2Q FY 24-25	2Q FY 24-25	R	11/13/2024	625.00		016289		625.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02692	Randolph County EMS							
I-2Q FY 24-25	2Q FY 24-26 Contribution	R	11/13/2024	12,500.00		016290		12,500.00
02718	ACE Materials							
I-23137	Concrete	R	11/13/2024	4,180.00		016291		4,180.00
1	BARGER, BETH							
I-000202411141702	US REFUND	R	11/14/2024	245.00		016292		245.00
02546	Rebecca Harper							
I-Travel 111724	Travvel WVML 111724-111924	R	11/14/2024	300.38		016293		300.38
02680	Cheryl Leary							
I-Travel 111724	Travel WVML 111724-111924	R	11/14/2024	116.00		016294		116.00

* * T O T A L S * *		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	105			714,608.00	0.00	714,608.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	6			67,256.12	0.00	67,256.12
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01	BANK: Pool TOTALS:	111		781,864.12	0.00	781,864.12
BANK: Pool	TOTALS:	111		781,864.12	0.00	781,864.12

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02393	Spilman Thomas & Battle PLLC							
I-5524655	TIF Redevelopment Matters	R	11/07/2024	1,400.00		000002		1,400.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	1,400.00	0.00	1,400.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TIF TOTALS:	1	1,400.00	0.00	1,400.00
BANK: TIF TOTALS:	1	1,400.00	0.00	1,400.00
REPORT TOTALS:	114	1,025,709.46	0.00	1,025,709.46

SELECTION CRITERIA

VENDOR SET: 01-Elkins
VENDOR: ALL
BANK CODES: Exclude: PCARD
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 11/04/2024 THRU 11/15/2024
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 21, 2024
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 338: An Ordinance Of The Common Council Of The City Of Elkins, West Virginia Amending The City Charter, Section 3.01 Appointment, Powers And Duties Of The Mayor (final reading)
Recommended By:	City Clerk
Summary:	Certain wording appears in Charter Section 3.01 that is inconsistent with the Mayor-Council form of government selected by voters in the 2021 Elkins Municipal Election. This Ordinance amends the language so that it is consistent with the Mayor-Council form of government adopted in Charter Section 1.04 and endorsed by the city's voters. See attached memo for a detailed explanation.
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. Memo-Charter-Change-Section-3-Office-of-the-Mayor_v2 2. O-338 - Amending the Charter concerning Duties of the Mayor



Charter Clarification

Office of Mayor (Section 3.01)

Introduction

This document explains a proposed clarification in Elkins Charter Section 3.01 (a), concerning the Office of Mayor.

The proposed change **does not have any effect on the actual authority of the Elkins Mayor**. That authority is established in a separate Charter section. Instead, the proposed change reduces the chance of confusion about the authority of the Elkins Mayor.

This change further ensures that there is no question whether our Charter accurately reflects the form of government chosen by Elkins voters in the 2021 municipal election.

Background

Not all city governments are structured the same way. Sometimes, Mayors have broad grants of executive authority, comparable to that of a president. Other times, Mayors have more specific authorities. This and other details of a city government's structure are spelled out in that city's Charter.

In West Virginia, a city's Charter will specify a plan, or form, of government structure for the given city. West Virginia Code (8-3-2) allows municipalities to choose from one of five "plans" for the structure of their city governments.

Since at least 1901, Elkins has been chartered under the Mayor-Council Plan ("Plan I"). In 2021, Elkins voters were asked to approve a ballot issue that would have adopted a new plan, the Manager-Mayor Plan ("Plan V" in WVC 8-3-2).

Voters *rejected* this amendment. Instead, a strong majority voted in favor of *keeping* the Mayor-Council Plan.

What is the Mayor-Council Plan?

Under the Mayor-Council Plan (the one Elkins follows), the mayor and council—acting *together*—are both the *governing* (i.e., lawmaking) and *administrative* (i.e., managerial and operating) authorities of the city.

In other words, under our current plan, the Elkins Mayor does not have broad, *unenumerated* (i.e., unlisted) administrative authority. Instead, he or she has various authorities *explicitly granted by Council* (via Council's duly adopted Charter, Code, rules, regulations, or orders) or by applicable state or federal law. (For example, under West Virginia law, all police departments are under the

direct supervision of the given city's Mayor, whether that is reflected in the city's local laws or not. This is an *enumerated* power.)

One of the other available forms of government under 8-3-2 is the Strong-Mayor Plan. This plan contrasts strongly with the Mayor-Council Plan, in that the Strong-Mayor Plan states that the Mayor, *independently from Council*, holds full administrative authority over the city government.

Which plan is better? Many people may answer that question in different ways. But whatever the advantages or disadvantages of the Mayor-Council Plan may be, the fact is that *Elkins voters chose to retain this form of government at the 2021 election*. The will of the voters should be respected.

What is the Proposed Change?

As explained above, the Elkins charter selects the Mayor-Council Plan of government. However, in Charter Section 3.01(a), there is some language that typically occurs in charters implementing the very different Strong-Mayor Plan (see highlighting below).

This is the language that the charter change seeks to clarify.

The Mayor shall be recognized as the chief executive officer and head of government of the City. The Mayor shall exercise all powers and perform all duties vested in or imposed by this Charter, ordinance, general law, **or rule necessarily implied therefrom** to carry out the functions of the office.

The ordinance would amend this paragraph as follows:

The Mayor shall be recognized as the chief executive officer and head of government of the City. The Mayor shall exercise ~~all only those~~ powers and perform ~~all only those~~ duties vested in or imposed by this Charter, ordinance, general law, or ~~other rule or order of Council necessarily implied therefrom, to carry out the functions of the office.~~ The mayor shall have only such additional powers and perform such additional duties as may be prescribed for mayors and other chief executive officers of municipalities by provisions of city, state, or federal law that are applicable to Mayors of municipalities chartered under the Mayor-Council Plan.

If this change wouldn't alter the Mayor's authority, why is it needed?

Whether this change is made or not, it is clear that Elkins Mayors must comply with the plan of government chosen by the Charter, in which their duties and authorities are *enumerated* (i.e., listed or specified). The problem is that, unless we change the charter, future Mayors, Councilors, and the public may experience confusion about the role of the Elkins Mayor.

Although "implied" authority is obviously consistent with the Strong-Mayor Plan, it is also obviously inconsistent with the Mayor-Council Plan. Under a plan in which the Mayor's authority is supposed to flow only from Council, he or she cannot also have "implied" (i.e., unenumerated or unlisted) powers. This is basically the difference between the Strong-Mayor and Mayor-Council Plans; if not for this difference, *there would not need to be two different plans*.

The need to change this language is not simply theoretical. Not only could this language cause confusion for future mayors and city staff, but it might even one day be interpreted as a covert

attempt to institute a Strong-Mayor Plan behind the voters' backs. To be clear, there is absolutely no evidence that this was ever anyone's intent, but we should nonetheless take all deliberate action to eliminate even the possibility of such an interpretation.

Anyone who wants to pursue adoption of a Strong Mayor plan is of course free to do so, following the process required by law. But in the meantime, this wording may cause confusion for officials, staff, and the public—should be eliminated.

##

ORDINANCE 338

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKINS, WEST VIRGINIA AMENDING THE CITY CHARTER, SECTION 3.01 APPOINTMENT, POWERS AND DUTIES OF THE MAYOR

WHEREAS, by Ordinance 276, adopted November 19, 2020, effective April 1, 2021, the City Charter was amended, and the new revised Charter was adopted; and

WHEREAS, since its adoption, certain questions have arisen which call for clarification by an amendment of the current Charter; and

WHEREAS, the Common Council finds and determines that it would be in the best interest of the City and its citizens and deems it expedient to amend Section 3.01 Appointment, Powers and Duties of the Mayor as set forth below, to attain these stated goals; and

WHEREAS, West Virginia Code §8-4-8 provides that whenever the governing body of a municipality shall deem it expedient to amend the charter of the City, it shall propose the amendment by ordinance;

NOW THEREFORE BE IT ORDAINED and ENACTED that the City Charter is amended and shall read as follows:

SECTION 3.01 APPOINTMENT, POWERS AND DUTIES OF THE MAYOR

The Mayor shall be elected at large by the qualified voters of the City, and shall serve a term of four years, beginning on the first day of July following election.

- (a) The Mayor shall be recognized as the chief executive officer and head of government of the City. The Mayor shall exercise ~~all only those~~ powers and perform ~~all only those~~ duties vested in or imposed by this Charter, ordinance, general law, or ~~other~~ rule ~~or order of Council, necessarily implied therefrom, to carry out the functions of the office.~~ The mayor shall have only such additional powers and perform such additional duties as may be prescribed

for mayors and other chief executive officers of municipalities by provisions of city, state, or federal law that are applicable to Mayors of municipalities chartered under the Mayor-Council Plan.

The changes to the City Charter are only to the Section referred to herein and all other Sections of the City Charter shall remain unchanged and in full force and effect.

If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and Common Council determines that it would have adopted this Ordinance without the invalid provision.

This Ordinance shall become effective upon passage.

PASSED AND APPROVED ON THE FIRST READING: _____,
2024.

PASSED AND APPROVED ON THE SECOND AND FINAL READING:
_____, 2024.

CITY OF ELKINS, WEST VIRGINIA

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk

ORDINANCE

2



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 21, 2024
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 339: Amending City Code Chapter 32: City Officers, concerning duties and powers of the City's Administrative Officers (final reading)
Recommended By:	Rules & Ordinances Committee, Administrative Officers
Summary:	Via Resolution 1791, Council took temporary action clarifying the de facto authority of the five General Fund Administrative Officers (City Clerk, City Treasurer, Fire Chief, Operations Manager, and Police Chief). Resolution 1791 further directed the Administrative Officers, the City Attorney, and the Rules & Ordinances Committee to prepare an ordinance establishing these authorities in Code. The attached Ordinance has been prepared as Council directed. See the attached memo for more details about this ordinance.
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. Memo - code change re admin officers - 2024_10_11 2. O-339 - (Amending Chapter 32- City Officers General Provisions)_

Memo

To: Rules & Ordinances Committee

From: Sutton Stokes, City Clerk

Date: October 11, 2024

Re: Proposed Code change concerning Administrative Officers

City staff have identified some sections of the Elkins City Charter and Elkins City Code that could be clarified to enable the city government to finetune and strengthen its administration and operations. The most extensive clarifications concern the roles and authority of the city’s Administrative Officers, as described in this memo.

Background

The need for these clarifications is primarily the result of certain actions not taken after the 2021 election. In that election, voters were asked to decide for or against a proposal to change the form, or “plan,” of the Elkins city government.

West Virginia Code (8-3-2) allows municipalities to choose from one of five “plans” for the shape of a city government. Since at least 1901, Elkins has been chartered under the Mayor-Council Plan (“Plan I”). In 2021, voters were asked to weigh in on amending the charter to adopt a new plan, the Manager-Mayor Plan (“Plan V” in 8-3-2). Voters rejected this amendment, preferring instead to remain with the Mayor-Council Plan.

Under the Mayor-Council Plan (the city’s longstanding and current plan, as endorsed by voters in the 2021 election), the mayor and council—acting *together*—are both the *governing* (i.e., lawmaking) and *administrative* (i.e., managerial and operating) authorities of the city.

If voters had endorsed the new Manager form of government, the Charter would *instead* have identified *Council* as the *governing* authority and the *Manager* as the *administrative* authority.

There would also have been a Manager section of the Charter, enumerating the administrative authorities assigned by council to the Manager, such as the hiring, termination, and supervision of staff; the supervision of the city’s departments and agencies; and so forth.

Who Holds Administrative Authority Now?

After voters rejected the Manager form of government, the Charter section describing the Manager's authorities was simply deleted. No later action was taken to reassign administrative authority to anyone else.

This oversight essentially left administrative authority with council and the mayor—but again, under the rules of the Mayor-Council Plan, acting only *as a body*, on a majority vote held at public meetings. Clearly, it is not possible for a group of 11 elected officials to be directly responsible for the numerous daily administrative decisions required for the effective functioning of a modern city. Instead, administrative authority must be delegated.

Role of Council's Five Administrative Officers

In practice, Council has long relied on its five appointed Administrative Officers (the City Clerk, the City Treasurer, the Fire Chief, the Operations Manager, and the Police Chief) to exercise administrative authority over their respective departments and the various personnel assigned thereto by council action.

However, neither this category of employee nor any of the related practices are explicitly described anywhere in the Charter or Code. Because of a range of problems that can arise when these authorities are not clearly delineated, it is important that Council take action to ensure that the above practice is clearly reflected in city law.

The best way to formalize the above practice would be by adding the attached "Powers and Duties of Administrative Officers" to Code.

This new language would fill in the above blanks by explicitly stipulating who the City's Administrative Officers are; clarifying that administrative authority is delegated to them; and confirming that they are empowered to exercise this authority over their respective departments. The section's preamble also assigns "mutual responsibility" for managing the affairs of the City on Council's behalf, underlining the crucial element of teamwork and collaboration that will always be vital to the success of a government structured in this way.

In addition to granting these powers, this section also imposes obligations and duties on these Officers, such as ensuring Council's laws and rules are faithfully executed, collaborating to prepare and submit a budget, advising Council on the condition and needs of the City, goal setting, and so forth. Further, the section clarifies the nature of the City's chain of command, to further strengthen communication and efficiency.

This language is proposed to be adopted as an ordinance amending Code, not the Charter, as the best means of clarifying the questions described earlier in this memo while still respecting the form of government selected by the voters in 2021.

##

ORDINANCE 339

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKINS, WEST VIRGINIA AMENDING CITY CODE, CHAPTER 32: CITY OFFICERS, GENERAL PROVISIONS

WHEREAS, the Common Council of the City of Elkins, West Virginia, previously adopted City Code, Chapter 32: City Officers, General Provisions; and

WHEREAS, it has become apparent that certain provisions of the City Code need to be amended and supplemented for clarity purposes, and

WHEREAS, the Common Council has determined that by making this change and supplementation to said Chapter 32 of the City Code, it is in the best interests of the City and its residents;

NOW THEREFORE BE IT ORDAINED and ENACTED by the Common Council, that City Code, Chapter 32: City Officers, General Provisions be amended and supplemented as follows:

§ 32.02 POWERS AND DUTIES OF ADMINISTRATIVE OFFICERS

(A) There shall be five Administrative Officers of the City (the City Clerk, the City Treasurer, the Fire Chief, the Operations Manager, and the Police Chief), nominated and appointed as described in Charter Section 3.01, sworn to uphold the Constitution of the United States and the Constitution of this State, and mutually responsible for the conduct and management of the affairs of the City in accordance with the Charter, this Code, general law, and the ordinances, resolutions, and orders of Council.

(B) In addition to specific provisions concerning these officers elsewhere in the Charter and in this Code, these Officers shall hold administrative authority over their respective departments and shall competently and fairly exercise the power and duties described in this section over the personnel assigned to their departments by Council. These Officers shall:

- (1) Exercise sole responsibility for the appointment, delegation of authority, supervision, performance evaluation, and discipline, including removal, of all City employees assigned by Council to their respective departments, except as otherwise provided by law, or by rules adopted by Council.
- (2) Exercise sole responsibility for the direction, supervision, and administration of all departments, offices, and agencies of the City falling within their respective departments, except as otherwise provided by law, or by rules adopted by Council.
- (3) Serve as the point of contact between elected officials, when they are acting in their capacity as elected officials, and the personnel assigned to these Officers' departments. Individual elected officials shall not attempt to influence or direct the work or actions of any employee, except as otherwise specifically allowed by law, or by rules adopted by Council.
- (4) Attend all meetings of Council, with the right to take part in any discussion or deliberation. The Administrative Officers may not vote on issues before Council.
- (5) Ensure that all laws, ordinances, and provisions of the Charter, Code, and acts of the Council are faithfully executed and enforced.
- (6) Collaborate to prepare and submit to the Finance Committee and Council the annual budget and capital program.
- (7) Propose to the Council official acts of the City, including ordinances, policies, and rules, which Council may by ordinance or other action adopt with or without amendment.
- (8) Make such reports as the Council may require concerning the operations of City departments, offices, and agencies.
- (9) Keep the Council fully advised as to the condition and future needs of the City and make recommendations to the Council concerning the affairs of the City.
- (10) Devote all assigned working time to the performance of the duties of their offices, and while occupying such offices are not to engage, directly or indirectly, or be actively interested in any private business which would conflict with the performance of duties concerning the affairs of the City.
- (11) Propose annually to Council short- and long-term goals and objectives to be accomplished in the performance of their duties.
- (12) Perform such other duties as are specified in the Charter, this Code, or other acts of Council.

The changes to the City Code are only to the Section referred to herein as a new Section and all other Sections of the City Code shall remain unchanged and in full force and effect.

If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and Common Council determines that it would have adopted this Ordinance without the invalid provision.

This Ordinance shall become effective upon passage.

PASSED AND APPROVED ON THE FIRST READING: _____,
2024.

PASSED AND APPROVED ON THE SECOND AND FINAL READING:
_____, 2024.

CITY OF ELKINS, WEST VIRGINIA

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 21, 2024
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1796: Adopting a cybersecurity policy and assigning duties related to IT and networking improvements
Recommended By:	Admin Team (overall resolution), Rules & Ordinances Committee (policy)
Summary:	Adopts a cybersecurity policy and assigns various duties related to planning for IT and networking improvements
Fiscal Impact:	Hourly consultant rate for D. Corley as needed
Recommendation:	Consider for approval
Attachments:	1. R-1796 - Adopting a cybersecurity policy and assigning duties related to IT and networking improvements 2. CYBERSECURITY POLICY AND PROCEDURES 1 - as presented to council 2024-11-21

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1796)

November 21, 2024

***Adopting A Cybersecurity Policy And Assigning
Duties Related To IT And Networking Improvements***

At a regular session of the Elkins Common Council, the following order was made and entered.

BE IT RESOLVED: Council hereby adopts the attached Cybersecurity Policy and appoints Dewaine Corley to fill the role of IT Manager as described therein, on an interim consulting basis, reporting to the Mayor; and,

BE IT FURTHER RESOLVED: Council hereby authorizes the Mayor to manage the project of assessing and planning next steps concerning the City's IT, networking, and cybersecurity services, capabilities, and infrastructure, in consultation with the City's IT Manager, other City staff, and such other qualified individuals as he identifies; and,

BE IT FURTHER RESOLVED: Council hereby authorizes the Mayor to apply for grants and other sources of funding for IT and cybersecurity improvements, provided that any such applications be brought to the Finance Committee and/or Council as soon as possible thereafter and in as full compliance with Council's Grants Protocol as applicable.

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk



CYBERSECURITY POLICY AND PROCEDURES

1. Purpose:

The purpose of this policy is to establish the City of Elkins guidelines for computer security and protection of an organization's networks and its content or knowledge base, and to minimize the risk of internal and external cyber threats.

2. Scope:

This policy applies to all City elected officials, employees, contractors, consultants, and others specifically authorized to access information and associated assets owned, operated, controlled, or managed by the City of Elkins.

3. Policy:

The City of Elkins is committed to building a strong cybersecurity program to support, maintain, and secure critical infrastructure and data systems. In order to achieve this, the City will identify, evaluate, and take steps to avoid or mitigate risk to the City's information assets and prevent unauthorized digital or physical access, damage, theft, compromise, or interference to the City's information systems and facilities. These steps include implementing and operating controls to manage the City's information security risks and ensuring that all users of information assets are aware of their responsibilities in protecting those assets while complying with all applicable federal, state, or other regulations

4. Responsibilities

Roles and responsibilities must be separated so that a single individual, account, or function cannot intentionally or unintentionally subvert a critical process. Controls must also be put in place so that no single person can access, modify, or use assets without authorization or detection. Achieving and maintaining cybersecurity is a shared responsibility. Information Technology Manager will ensure that a written Cybersecurity Policy is implemented, reviewed and updated on a periodic basis; including providing training and updates to City staff; confirm identification, acquisition, and implementation of information system software and hardware; identify locations where Personally Identifiable Information (PII) is stored and accessible; provide input for who should have access to PII and with what types of privileges or access rights, performing periodic classification assessments and ensuring regular reviews to update and manage changes to risk; assess system vulnerabilities and implement security tools and safeguards for protecting PII; ensure implementation, enforcement, and effectiveness of IT Security policies and procedures; plan, execute, and lead security audits across the City; facilitate an understanding and awareness that security requires participation and support at all organizational levels; and oversee daily activities and use of information systems to ensure employees, business partners, and contractors adhere to these policies and procedures. Under the direction of the IT Manager, the Information Technology Administrator will help implement and enforce the items outlined in this policy. They will manage logs and events of all systems, and conducting periodic reviews to ensure our cybersecurity. All users, including employees, elected officials, contractors, must comply with all aspects of this policy. Users are responsible for the acceptable use and security of infrastructure and data.

5. Standards:

5.1 Asset Management

An inventory of all approved hardware and software on the City's network and systems will be maintained that documents the following:

- The employee in possession of the hardware or software
- Date of purchase
- Serial number
- Type of device and description (OS, Processor type, RAM, Manufacture, etc.)
- For licensed software: # of licenses, license renewal date(s), other restrictions, etc.

5.2 Personally Identifiable Information (PII)

An inventory of all current PII information by type and location will be maintained. The following table will be used to inventory PII.

<u>Location</u>	<u>PII by type</u>	<u>Essential</u>	<u>Location</u>	<u>Owner</u>
Website				
Contractors				
File in a staff office				
File in building				
File offsite				
Desktop				
HR System				
Financial System				
Laptop				
Flash drive				
Cell phones				
Tablets				
Other				

With the exception of the Police Department who have their own records retention policy, each manager will determine if PII being collected by their department is essential. If PII is not essential, it will either not be collected, or (if collected) will be destroyed per West Virginia's records retention schedule and as per City policy and procedures. The City will not collect sensitive information, such as Social Security numbers if there is no legitimate business need.

The West Virginia Identity Theft Protection Act, **West Virginia Code Section 61-3-54** prohibits anyone (individual, private or public corporation, or business) who maintains Social Security numbers from:

- Printing a consumer's SSN on any mailed materials not requested by the consumer unless redacted
- Printing a consumer's SSN on a card used by the consumer that is required to access products or services
- Publicly posting or displaying a consumer's SSN, such as on a website

Exceptions include requirements by state or federal laws, including statute records (such as W2s, W4s, 1099s, etc.) that are required by law to be made available to the public for use for internal verification or administrative processes, or for enforcing a judgment or court order

5.3 Identity Management, Authentication and Access Control

Information Technology Manager is responsible for ensuring that access to the City's systems and data is appropriately controlled. All systems housing City data (including laptops, desktops, tablets, and cell phones) are required to be protected with a password or other form of authentication. Except for the instances noted in this policy, users with access to the City systems and data shall not share passwords with anyone.

The City has established the following password configuration requirements for all systems and applications (where applicable):

- Minimum password length: 8 characters minimum 10 characters using number, sign, upper and lower case letters.
- Password complexity: use a passphrase rather than a password
- Prohibited reuse for six (6) iterations
- PIN'S no less than 6 characters.
- Changed periodically (every 180 days)
- Invalid login attempts set to lock after three Employees are encouraged to follow further safeguards such as:
 - Not allowing PII on mobile storage media
 - Utilizing Locking file cabinets
 - Not allowing PII left on desktops
 - Encrypting sensitive files on computers
 - Requiring password protection
 - Enabling multi-factor authentication
- Following the record retention plan and destroying records no longer required Where possible, multi-factor authentication will be used when users authenticate to the City's systems.
- Users are granted access only to the system data and functionality necessary for their job responsibilities.
- Privileged and administrative access is limited to authorized users who require escalated access for their job responsibilities and where possible will have two accounts: one for administrator functions and a standard account for day-to-day activities.

- All user access requests must be approved by the Information Technology Manager.
- Information Technology Manager shall make sure all system access is removed of all users who separate from the City within 48 hours.

On an annual basis, a review of user access will be conducted by the departments under the direction of the Information Technology Manager to confirm compliance with the access control policies outlined above.

5.4 Awareness and Training

City staff are required to complete City assigned security training:

1. Upon hire and within 30 days of receiving login credentials
2. Annually

On an annual basis, the IT Manager will conduct email phishing exercises of its users. The purpose of these tests is to help educate users on common phishing scenarios. It will assess the level of awareness and comprehension of phishing, understanding, and compliance with policy around safe handling of emails containing links and/or attachments, and the ability to recognize a questionable or fraudulent message.

5.5 Data Security

5.5.1 Data Classification

Users must adhere to the Records Retention Policy regarding the storage and destruction of data. Data residing on City's systems must be continually evaluated and classified into the following categories:

- Users' Personal Use: Includes individual user's personal data, emails, documents, etc. This policy does not apply to a user's personal information.
- Marketing or Informational Material: Includes already-released marketing material, commonly known information, data freely available to the public, etc. and this policy does not apply
- Operational: Includes data for basic organizational operations, communications with vendors, employees, etc. (non-confidential). The majority of data will fall into this category.
- Confidential: Any information deemed confidential. The following list provides guidelines on what type of information is typically considered confidential. Confidential data may include:

- Employee or customer Social Security numbers or personally identifiable information (PII)
- Personnel files o Protected Health Information (PHI)
- Network diagrams and security configurations
- Privileged communications regarding legal matters.
- Passwords/passphrases o Bank account information and routing numbers
- Payroll information o Credit card information
- Any confidential data held for a third party (be sure to adhere to any confidential data agreement covering such information)

5.5.2 Data Storage

The following guidelines apply to storage of the different types of organizational data

- Operational: Operational data should be stored on a server that gets the most frequent backups. Some type of system- or disk-level redundancy is encouraged.
- Confidential: Confidential information must be removed from desks, computer screens, and common areas unless it is currently in use. Confidential information should be stored under lock and key (or keycard/keypad), with the key, keycard or code secured.

5.5.3 Data Transmission

The following guidelines apply to the transmission of the different types of organizational data. •

Confidential: Confidential data shall not be 1) Transmitted outside the City's network without the use of strong encryption 2) Left on voicemail systems, either inside or outside the organization's network. 3) Transmitted via email, outside of the organization's network.

Data while transmitted, includes any data sent across the City's network or any data sent to or from a City-owned or City-provided system. Types of transmitted data that shall be encrypted include:

- VPN tunnels
- Remote access sessions
- Web applications • Email and email attachments
- Remote desktop access
- Communications with applications/databases

5.5.4 Data Destruction

Employees must follow State's and City's records retention policy and procedures before destroying any data.

- Confidential: Confidential data must be destroyed in a manner that makes recovery of the information impossible. The following guidelines apply to data located on City-owned or City-provided systems, devices, media, etc.:

- Storage media (CD's, DVD's): Physical destruction is required, some shredders may be able to perform this function.
- Hard drives/systems/mobile storage media: At a minimum, DoD three (3) pass data wiping must be used. Simply reformatting a drive does not make the data unrecoverable. If wiping is used, the City shall use the most secure commercially available methods for data wiping. Alternatively, the City may physically destroy the storage media.

5.5.5 Data Storage

Stored Data includes any data located on City-owned or City-provided systems, devices, media, etc.

Examples of encryption options for stored data include:

- Whole disk encryption • Encryption of partitions/files
- Encryption of disk drives
- Encryption of personal storage media/USB drives

- Encryption of backups
- Encryption of data generated by applications

6. Information Protection Processes and Procedures:

6.1 Secure Software Development

Where applicable, all software development activities performed by City or by vendors on behalf of the organization shall employ secure coding practices including those outlined below.

A minimum of 2 software environments for the development of software systems should be available – development/training and a production environment. Software developers or programmers are required to develop in the development/training environment and promote objects into the production environments. The development/training environment is used for assurance testing by the end-user and the developer. The production environment should be used solely by the end-user for production data and applications. Compiling objects and the source code is not allowed in the production environment.

6.2 Contingency Planning

The City's business contingency capability is based upon cloud and local backups of all critical business data. This critical data is defined as "the data that is critical to successful organization operation". Full data backups will be performed on a daily basis. Confirmation that backups were performed successfully will be conducted daily. Testing of cloud backups and restoration capability will be performed on a monthly basis.

During a contingency event, all IT decisions and activities will be coordinated through and under the direction of the Information Technology Manager.

The following are some examples of possible business contingency scenario procedures:

- In the event that one or more of City's systems or applications are deemed corrupted or inaccessible, the Information Technology Manager will work with the respective vendor(s) to restore data from the most recent cloud and local backup and, if necessary, acquire replacement hardware.
- In the event that the location housing the City systems are no longer accessible, the Information Technology Manager will work with the respective vendor(s) to acquire any necessary replacement

hardware and software, implement these at one of the City's other sites, and restore data from the most recent cloud, off-site, or local backup.

6.3 Network Infrastructure

The City will protect its electronic communications network from the Internet by utilizing a firewall. For maximum protection, the network devices shall meet the following configuration standards:

- Vendor recommended, and industry standard configurations will be used.
- Changes to firewall and router configuration will be approved by Information Technology Manager
- Both router and firewall passwords shall be secured and difficult to guess.
- The default policy for the firewall for handling inbound traffic shall be to block all packets and connections unless the traffic type and connections have been specifically permitted.
- Inbound traffic containing ICMP (Internet Control Message Protocol) traffic shall not be passed in from the Internet, or from any un-trusted external network.
- All web services running on routers shall be disabled.
- Simple Network Management Protocol (SNMP) Community Strings shall be made (changed from the default "public") "private".

6.4 Network Servers

Servers typically accept connections from several sources, both internal and external. As a general rule, the more sources that connect to a system, the more risk associated with that system, so it is particularly important to secure network servers.

- Unnecessary files, services, and ports shall be removed or blocked. If possible, a server hardening guide, which is available from the leading operating system manufacturers, shall be followed.
- Network servers, even those meant to accept public connections, shall be protected by a firewall or access control list.
- When possible, a standard installation process shall be developed for the City's network servers. A standard process will provide consistency across servers no matter which employee or contractor handles the installation.
- Clocks on network servers shall be synchronized with the City's other networking hardware using NTP or another means. Among other benefits, this will aid in problem resolution and security incident investigation.

6.5 Network Segmentation

Network segmentation is used to limit access to data within the City network based upon data sensitivity. The City maintains two wireless networks. The guest/public wireless network will grant the user internet access only. Access to the secure wireless network is limited to the City staff and devices, and provides the user access to the intranet.

Under the direction of the Information Technology Manager, a third-party network administrator manages the network, monitors firewall logs, and operating system event logs. The Information Technology Manager authorizes vendor access to the system components as required for maintenance.

7. Protective Technology:

7.1 Email Filtering

The City shall filter email, at a minimum of, the Internet gateway and/or the mail server. This filtering will help reduce spam, viruses, or other messages that may be deemed either contrary to this policy or a potential risk to the City's IT security.

Additionally, email or anti-malware programs may be implemented to identify and quarantine emails that are deemed suspicious.

7.2 Internet Filtering

The IT Department shall block access to internet websites and protocols that are deemed inappropriate or pose a security risk. Some examples of blocked categories are adult/sexually explicit material, advertisements, hacking, violence and hate content.

7.3 Network Vulnerability Assessments

On a quarterly basis, the IT Department will perform both internal and external network vulnerability assessments. The purpose of these assessments is to establish a comprehensive view of the organization's network as it appears internally and externally. These evaluations will be conducted under the direction of Information Technology Manager to identify weaknesses with the network configuration that could allow unauthorized and/or unsuspected access to the organization's data and systems.

In addition, annual penetration testing will be run to identify weaknesses or vulnerabilities that will need to be addressed.

8. Anomalies and Events:

The following logging activities are conducted by IT System Administrator/ Information Technology Manager:

- Domain Controllers - Active Directory event logs will be configured to log the following security events: account creation, escalation of privileges, login failures, and excessive repeated login attempts.
- Application Servers - Logs from application servers (e.g., web, email, database servers) will be configured to log the following events: errors, faults, login failures, and excessive repeated login attempts.
- Network Devices - Logs from network devices (e.g., firewalls, network switches, routers) will be configured to log the following events: errors, faults, login failures, and excessive repeated login attempts.

Passwords should not be contained in logs. Passwords displayed on posted notes or that are visible to other individuals is strictly prohibited.

Logs of the above events will be reviewed by the IT System Administrator, utilizing a SIEM (Security Information and Event Management), at least once per month. Event logs will be configured to maintain record of the above events for at least three months.

9. Security Continuous Monitoring:

9.1 Anti-Malware Tools

All City servers and workstations shall utilize endpoint protection software to protect systems from malware and viruses. Real-time scanning will be enabled on all systems and weekly malware scans will be performed. A monthly review of the endpoint protection software dashboard will be conducted by IT System Administrator to confirm the status of virus definition updates and scans.

9.2 Patch management

All software updates and patches will be distributed to all City systems as follows:

- Workstations shall be configured to install software updates every night automatically.
- Server software updates shall be manually installed at least quarterly
- . • Any exceptions shall be documented.

10. Response Planning

The City's annual security awareness training shall include direction and guidance for the types of security incidents users could encounter, what actions to take when an incident is suspected, and who is responsible for responding to an incident. A security incident, as it relates to the City's information assets, can be defined as either an Electronic or Physical Incident.

Information Technology Manager is responsible for coordinating all activities during a significant incident, including notification and communication activities and the chain of escalation and deciding if/when outside agencies, need to be contacted.

10. Electronic Incidents:

10.1 This type of incident can range from an attacker or user accessing the network for unauthorized/malicious purposes to a virus outbreak or a suspected Trojan or malware infection. When an electronic incident is suspected, the steps below should be taken in order.

1. Remove the compromised device from the network by unplugging or disabling network connection. Do not power down the machine.
2. Report the incident to the IT System Administrator or Information Technology Manager.
3. Contact the third-party service provider (and/or computer forensic specialist) as needed. The remaining steps should be conducted with the assistance of the third-party IT service provider and/or computer forensics specialist.
4. Disable the compromised account(s) as appropriate.
5. Backup all data and logs on the machine, or copy/image the machine to another system.

6. Determine exactly what happened and the scope of the incident.
7. Determine how the attacker gained access and disable it.
8. Rebuild the system, including a complete operating system reinstall.
9. Restore any needed data from the last known good backup and put the system back online.
10. Take actions, as possible, to ensure that the vulnerability will not reappear.
11. Conduct a post-incident evaluation. What can be learned? What could be done differently?

10.2 Physical Incidents

A physical IT security incident involves the loss or theft of a laptop, mobile device, PDA/Smartphone, portable storage device, or other digital apparatus that may contain City's information. All instances of a suspected physical security incident should be reported immediately to the IT System Administrator or Information Technology Manager.

10.3 Notification

If an electronic or physical security incident is suspected of having resulted in the loss of, or unauthorized access to employee PPI or third-party/customer data, notify the City Attorney's office for direction on procedures for notification of the public or affected entities as well as necessary government agencies.

11. Recovery & Restoration:

Recovery processes and procedures shall be executed and maintained to ensure timely restoration of systems and/or assets affected by cybersecurity events.

Information Technology Manager is responsible for managing and directing activities during an incident, including the recovery steps.

Recovery planning and processes are improved by incorporating lessons learned into future activities.

Restoration activities are coordinated with internal and external parties, such as coordinating centers, Internet service providers, owners of the affected systems, victims, and vendors.

External communications should only be handled by designated individuals at the direction of the City Administrator. Recovery activities are communicated to internal stakeholders, executives, and management teams.

12. References:

West Virginia Administrative

West Virginia Revised Code Records, public reports and meetings West Virginia Identity Theft Protection Act

City of Elkins HR Rules City of Elkins Use of City Information Technology Policy & Procedures

City of Elkins Social Media Policy and Procedures

13. Review of Policy and Procedures:

This policy will be reviewed annually or as state and federal regulations are revised and necessitate a change in the policy or procedures.

Adopted: July 2024 Appendix B –

Confidentiality and Non-Disclosure Agreement This Confidentiality and Nondisclosure Agreement (the "Agreement") is entered into by and between City of Elkins ("Disclosing Party") and _____ ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Examples of Confidential Information include the following:

- Employee or customer Social Security numbers or personal information
- Customer data • Entity financial data
- Product and/or service plans, details, and schematics,
- Network diagrams and security configurations
- Communications about entity legal matters
- Password
- Bank account information and routing numbers
- Payroll information
- Credit card information
- Any confidential data held for a third party

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is:

- (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
- (b) discovered or created by the Receiving Party before disclosure by Disclosing Party;
- (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or
- (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions that are at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party

By: _____

Printed Name: _____

Title: _____

Dated: _____

Receiving Party By: _____

Printed Name: _____

Title: _____

Dated: _____



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 21, 2024
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1797: Approving terms and authorizing execution of an agreement with GAI Consulting for a parking study
Recommended By:	Municipal Properties Committee
Summary:	Contract to perform a parking study in downtown Elkins.
Fiscal Impact:	\$16,500
Recommendation:	Consider for approval
Attachments:	1. R-1797 - GAI parking study 2. Elkins_Parking_Study_10_14_24 3. Professional Services Agreement_Elkens Parking Study

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1797)
November 21, 2024

Authorizing Contract with GAI Consulting to Perform a Parking Study

At a regular session of the Elkins Common Council, the following order was made and entered.

BE IT RESOLVED: The Mayor is hereby authorized to execute the attached contract with GAI Consulting for a parking study.

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk



Charleston Office
500 Lee Street East
Suite 700
Charleston, West Virginia 25301

T 304.926.8100
F 304.926.8180

October 14, 2024
Project R241420.00

Mr. Sutton Stokes
City Clerk, City of Elkins
401 Davis Avenue
Elkins, West Virginia 26241

Elkins Parking Study Scope of Services

Dear Mr. Stokes:

Thank you for selecting us to provide the Elkins Parking Study for The City of Elkins. We are extremely excited to have the opportunity to once again work with you.

Following is a detailed scope of services that GAI is qualified to provide. The services described will be provided mostly by our Charleston office. The following scope is tailored in a manner so that each task will be able to build upon the information gathered in the previous task.

We look forward to also engaging with other stakeholders in the City to gather a clear understanding of the existing parking conditions within the downtown area and develop a plan and recommendations to best accommodate residents and visitors as the City continues to develop.

Scope of Services

Task 1: Discovery

GAI will begin working on the project with the following startup tasks that will serve as the foundation for developing the final Parking Study:

Subtask 1.1 Initial Project Start-Up Meeting

Prior to beginning the parking analysis, the GAI team will conduct a work session with the City of Elkins and other stakeholders as required (Client). This task will involve the following components:

1. A determination of the relevant study area (to be determined with the Client's input). We will document the boundaries within the city to be studied and discuss the anticipated outcomes and goals of the parking evaluation.
2. A discussion of other project-area activities occurring during the study that may affect or influence the results or recommendations of the parking study. Such activities include, but may not be limited to, ongoing construction projects, planned special events, and anticipated development projects.

Subtask 1.2 Background Data Review

A comprehensive effort will be made during the first task to gather and review various documents and supporting materials that are available in order to compile the relevant information and data needed for the study. The documents reviewed as part of this task will include, but not be limited to:

- Past Study Documents for Project Area
- Publicly Available Mapping

- City Provided Mapping
- City Provided Parking Statistics or Data

In addition to the review of existing mapping, studies and resources, we will work with the Client to identify other important data and information necessary to support the study. During this phase of the study, the GAI team will also work with the Client to determine an appropriate meeting schedule to keep the Client and other interested stakeholders updated as the study progresses. We would initially propose a monthly status meeting with the Client.

Subtask 1.3 Field Visit/Verification

GAI will perform a site visit during the first task to document and verify existing conditions and characteristics of the available parking within the study area. Conditions and characteristics of the available parking include, but is not limited to, dimensions, orientation, existing restrictions, ownership, etc. The GAI team will also document and verify other existing components that either affect current parking availability or may have an effect on future recommendations. These may include parking related signage and/or pavement markings, proximity to marked crosswalks or other pedestrian features, and sight distance from existing side street or driveway approaches.

The field visit will be coordinated with the Client to allow for participation and attendance by City personnel or other stakeholders as desired.

Deliverables for Subtasks 1.1, 1.2, and 1.3:

- *Start-up Meeting*
- *Summary of background data*
- *Field Visit Documentation*

Task 2: Parking Analysis

Subtask 2.1 Parking Location and Amount

During the second phase of the study, the GAI team will identify specific information regarding parking location and the amount of available parking. The findings will be presented with both quantifiable summary tables and graphic representations. The existing available parking will be identified using the following categories:

- On-Street Public
- On-Street Restricted (Metered, Accessible, etc.)
- Off-Street Public
- Off-Street Private

Subtask 2.2 Parking Demand

A high-level parking demand analysis will be performed using industry accepted standards to project the necessary available parking to accommodate existing conditions. These projections will then be compared to the currently available parking as identified in previous tasks. The GAI team will also coordinate with The Client to identify other factors that may affect parking demand. Some of these factors may include, but are not limited to, known future development projects within the study area, and known future parking modifications planned by the city or by others.

As part of the parking demand analysis, other factors that may influence recommendations will be taken into consideration and discussed, such as enhancement to public spaces, beautification projects, or expansion of planned festivals and activities within the city. However, it is more difficult to quantify the associated parking demand with these types of items.

Subtask 2.3 Conformance to Standards

In addition to projecting parking demand needs, GAI will also compare existing parking conditions to state and federal standards and determine if compliance with these standards is being met. Some parking features that will be investigated for compliance include:

- Parking Space Dimensions
- Pavement Marking Type and Color
- Relative Signage for Parking Regulations

The GAI team will also investigate compliance with other design standards, such as proximity of parking to pedestrian accommodations, proximity to intersections, and proximity to other roadside features. These conditions will be documented, and any deficiencies will be noted and summarized.

Deliverables for Subtasks 2.1, 2.2, and 2.3:

- *Summary of Parking Location and Amount*
- *Parking Demand Analysis and Projections*
- *Summary of Parking Conformance to Standards*

Task 3: Final Report

A Draft Parking Study Report will be prepared which combines all the findings from the previous tasks into a final summary document. The Draft Report will include the following major elements:

- Executive Summary
- Existing Conditions and Parking Availability
- Parking Demand Analysis
- Conformance to Standards
- Findings and Recommendations

The draft report will be transmitted to The Client for review and comment. The GAI team will then revise the report to address all comments and prepare the final report. The Final Report will be submitted to the Client in both electronic and hard copy format.

In addition to preparing and delivering the final report, GAI is prepared to meet with the Client to present the findings and recommendations of the study to other stakeholders in the proper venue, such as a City Council meeting or a private meeting with select City personnel.

Deliverables for Task 3:

- *Executive Summary printed on high quality paper (10 copies)*
- *Final Parking Study Report and Supporting Documentation (8 hard copies / digital file)*
- *Final power Point presentation to The Client*

Fee and Schedule

Compensation

GAI will perform the services described herein for a lump-sum fee of \$16,500 according to the cost per task below. These costs include labor hours and other expenditures necessary to complete each task. GAI will not exceed this

fee or perform any task or service outside of the scope without prior consent and approval from the Owner. A detailed breakdown of hours is enclosed.

Task 1:	Discovery	\$3,500
Task 2:	Parking Analysis	\$8,500
Task 3:	Final Report	\$4,500
Total Lump Sum Fee		\$16,500

Schedule

Task 1:	Discovery	11.1.24 – 11.30.24
Task 2:	Parking Analysis	12.01.24 – 01.31.25
Task 3:	Final Report	02.01.25 – 02.28.25

Assumptions and Exclusions

This proposal contains our best evaluation of the tasks required to accomplish the Owner's goals for the project based on the information presently available. GAI will perform its services in accordance with good and accepted professional standards and practices at the time it performs its services. However, unknown variables on the site may have a significant effect on the complexity of the project. We have stated throughout the proposal any assumptions specific to that task. Presented below are items that are specifically excluded from the scope of services and assumptions that could affect the scope and price of the project.

Assumptions

GAI will perform all services hereunder in a reasonably skillful and prudent manner and shall exercise that degree of professional care consistent with that exercised by members of the same profession practicing currently under the same or similar circumstances in the State of West Virginia and all GAI's services hereunder shall be performed as expeditiously as is consistent with such standards.

GAI personnel will be available by phone or in-person for Elkins City Council meetings to give updates if desired.

Any data generated as part of the project will be given to The City of Elkins prior to completion.

In the event unforeseen developments or circumstances arise that are beyond the control of GAI, the project schedule will be reviewed and potentially extended.

The Owner will provide permissions for access by GAI to any private property that may be required for GAI to perform its services.

The Owner will provide GAI with any available relevant data, statistics, or past reports for this project.

GAI may rely on documents, data or other information pertinent to the project received from other sources.

The Owner will review and provide comments and approvals on all interim and final deliverables submitted by GAI in a mutually agreed time frame.

GAI will initiate performance upon receipt of the Owner's authorization and perform in accordance with agreed upon schedule(s). Performance by either party will be excused due to unforeseen events or circumstances beyond the control of either party.

Exclusions

The scope of work **does not include** the following services based on the project requirements. As project needs arise, GAI can prepare a supplement to the contract for these additional services at the request of the Owner at any time during the project.

- Aerial mapping or field surveying.
- Permitting Services
- Environmental site assessments, testing, or permitting.
- Archeological site assessments
- Utility, geotechnical, and structural investigations or assessments.
- Building feasibility assessments.
- Variance and zoning applications.
- Turning Movement Volume Data Collection
- Other services not specifically included in the proposal.

Closing

GAI appreciates the opportunity to provide these services to The City of Elkins, and we look forward to the working together on this project. Please contact James Yost at 681.245.6482 or via email at j.yost@gaiconsultants.com with any questions about this scope document.

Sincerely,
GAI Consultants, Inc.

James Yost, PLA, ASLA
Landscape Architect Manager

Matthew Skiles, PE, PTOE, MSE
Assistant Engineer Director

Enc.: Detailed Hours Breakdown, 2024 Rate Schedule

Project Hours Breakdown

Position Title	Task 1: Discovery	Task 2: Parking Analysis	Task 3: Final Report	Total Hours
Senior Engineering Manager	2	4	2	8
Assistant Engineering Manager	8	24	18	50
Landscape Architect Manager	4	6	4	14
Landscape Designer	8	16	16	40
			Total Project Hours	112

GAI Consultants

Office OH 176.64%
FCCM 3.989%

2024 Rate Schedule

Classification	Wage Rate	Overhead	FCCM	Profit 10%	Regular Billing Rate
Senior Engineering Manager	\$ 85.00	\$ 150.14	\$ 3.39	\$ 23.51	\$ 262.05
Assistant Engineering Manager	\$ 49.00	\$ 86.55	\$ 1.95	\$ 13.56	\$ 151.06
Landscape Architect Manager	\$ 61.00	\$ 107.75	\$ 2.43	\$ 16.88	\$ 188.06
Landscape Designer	\$ 35.00	\$ 61.82	\$ 1.40	\$ 9.68	\$ 107.90

GAI CONSULTANTS, Inc.

Professional Services Agreement

Project Number: R241420.00

THIS AGREEMENT, made and entered into this 14th day of October, 2024 is by and between GAI Consultants, Inc., its directors, officers and employees located at 500 Lee Street East, Suite 700, Charleston, WV 25301, (hereinafter collectively referred to as "GAI"), and The City of Elkins, WV, located at 401 Davis Avenue, Elkins, WV 26241, (hereinafter referred to as "CLIENT"). This AGREEMENT is subject to and incorporates the provisions of GAI's Proposal dated October 14, 2024, attached hereto. In the event of any conflict between this AGREEMENT and GAI's Proposal, the terms of GAI's Proposal shall govern.

WHEREAS, CLIENT is desirous of engaging GAI to provide certain professional Scope of Services described in GAI's Proposal dated October 14, 2024, and

WHEREAS, GAI is agreeable to performing the professional Scope of Services described under these terms and conditions,

WHEREFORE, the parties hereto do mutually agree as follows:

Article 1. Scope of Services - GAI shall perform the Scope of Services described in GAI's Proposal, incorporated herein by reference, in connection with the following project: Elkins Parking Study.

Article 2. Compensation - GAI agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or a lump sum basis as set forth in GAI's Proposal.

Article 3. Invoicing/Payment

1. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project Scope of Services performed during the period or upon completion of the Project, whichever is earlier.
2. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all Scope of Services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary.
3. CLIENT will be invoiced for all internal expenses, such as photocopy and photographic reproductions, postage, mileage, company vehicle rental, subcontracted Scope of Services at direct cost plus a 10% handling and administrative fee, travel and lodging expenses on a per diem rate for all personnel that are required under the Scope of Services to remain away from their normal residence and for the cost of transporting materials, equipment, and/or personnel as required for proper performance of the Project on a mileage basis. If one of GAI's field vehicles is required for the execution of the work, CLIENT will be invoiced for the vehicle on a rental basis or on a mileage basis, depending upon the vehicle.
4. Payments shall include the GAI invoice number and be emailed to AP@gaiconsultants.com as a PDF file.

Article 4. Changes - CLIENT and GAI may make additions to the Scope of Services by written Change Order. CLIENT may omit the Scope of Services previously ordered by written instructions to GAI. The provisions of this AGREEMENT, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

Article 5. CLIENT Responsibilities - CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in this AGREEMENT and, as applicable and necessary for GAI to perform its Scope of Services. CLIENT will:

1. Provide all criteria and full information as to its requirements for GAI's Scope of Services, including design or study objectives, constraints, first (1st) and third (3rd) party certification requirement(s), standards, or budget limitation(s).
2. Assist GAI by providing to GAI all available information pertinent to the Project and/or GAI's Scope of Services including the actual or suspected presence of hazardous waste, materials, or conditions at or beneath the Project site, record ("As-Built") drawings and specifications, surveys, previous reports, exploration logs of adjacent structures and any other data pertinent to GAI's Scope of Services or the Project. Unless otherwise noted, GAI may reasonably rely upon all such information.

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3. Provide all health and safety information and CLIENT requirements that GAI is required to comply with at a Project site including, without limitation, any jobsite hazards that GAI and/or its subcontractor's employees may encounter as well as all Federal, state, and local health and safety regulations or requirements that are applicable at the Project site.
4. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may reasonably rely upon in performing its Scope of Services, except those included in GAI's agreed upon Scope of Services.
5. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its Scope of Services under this AGREEMENT.
6. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents or Project deliverables presented by GAI to CLIENT and promptly render in writing all decisions pertaining thereto within a period of time mutually agreed upon.
7. Designate in writing a person to act as CLIENT'S representative with respect to the Scope of Services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT's policies and decisions with respect to materials, equipment, elements, and systems pertinent to GAI's Scope of Services.
8. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that may adversely affect the scope or timing of GAI'S Scope of Services, GAI's non-compliance with the terms of this AGREEMENT or any non-compliance or defect in the Project or work of Contractor(s).
9. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
10. Furnish such finance, accounting, audit, legal and/or insurance counseling Scope of Services as CLIENT may require for the Project.

Article 6. Schedule/Delays - GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional Scope of Services in accordance with the mutually agreed schedule; provided however, that the performance under this AGREEMENT, other than the CLIENT's obligation to pay GAI's invoices in accordance with the terms of this AGREEMENT, shall be excused in the event performance of this AGREEMENT is prevented or delays are occasioned by factors beyond the delayed party's control, or by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed including, without limitation, pandemic, epidemic or other related conditions or declarations. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations. Client shall negotiate additional compensation for GAI if any such delays are not due to GAI's fault or negligence.

Article 7. Document Ownership and Reuse

1. All reports, drawings, specifications, manuals, learning and audio-visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service and shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Scope of Services performed for a period of two (2) years following submission of the report, design documents or other Project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.
2. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall defend, indemnify, and hold harmless GAI from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
3. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and/or samples that it obtains in the investigation portion of the Project within 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
4. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations

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or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops or for any additional information that may become available subsequently.

Article 8. Standard of Performance - GAI will perform its Scope of Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Scope of Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Article 9. Insurance

1. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the AGREEMENT, and subject to the terms and conditions of the policies keep in force the following insurance:
 - A. Worker's Compensation Insurance with Other States' endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000;
 - B. Comprehensive General Liability Insurance, including Contractor's Protective and Completed Operations, covering bodily injuries with limits of \$2,000,000 per occurrence and aggregate, and property damage with limits of \$2,000,000 per occurrence and aggregate;
 - C. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; and
 - D. Contractor's Pollution Liability Insurance with limits of \$1,000,000 per claim.
2. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
3. CLIENT will require that any Contractor(s) performing work in connection with GAI's Scope of Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional Scope of Services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
4. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its Contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable federal, state and/or local safety and health laws, rules or regulations; 3) For the adequacy of its Contractor's or vendor's means, methods, techniques, sequencing or procedures of performing their Scope of Services or work; or 4) For defects in its Contractor's or vendor's work.

Article 10. Indemnity - Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent proximately caused by GAI's negligent performance of Scope of Services.

Article 11. Limitation of Liability - In the event of any loss, damage, claim or expense actually incurred by CLIENT resulting from GAI's performance or non-performance of the professional Scope of Services authorized under this AGREEMENT, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under this AGREEMENT for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses that result from the negligent acts, errors or omissions of GAI or its employees and that occur during GAI's performance under this AGREEMENT. The total, cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under this AGREEMENT. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.

Article 12. Disclaimer of Consequential Damages - Notwithstanding anything to the contrary in this AGREEMENT, neither party shall have any liability to the other party for indirect, consequential, or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

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Article 13. Probable Construction Cost Estimates - Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. CLIENT recognizes that neither GAI nor CLIENT has any control over the cost of labor, materials, or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.

Article 14. Confidentiality/Non-Disclosure - GAI shall not disclose or permit disclosure of any information developed in connection with its performance under this AGREEMENT or received from CLIENT or the Project Owner, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the Scope of Services of this AGREEMENT. GAI shall take reasonable steps to require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any federal, state, or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement, and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the Project Owner is contingent upon GAI receiving further compensation for such assistance, including without limitation, a reasonable attorney's fee, in assisting CLIENT.

Article 15. Certifications - GAI shall not be required to execute any certification with regard to the Scope of Services performed, tested, and/or observed under this AGREEMENT unless:

1. GAI concludes that it will be performing or has performed, tested and/or observed sufficient work under the Scope of Services to provide a sufficient basis for it to issue the certification; and
2. GAI has reviewed and approved the form of certification being required by or on behalf of CLIENT prior to executing this AGREEMENT and believes that the work performed, tested, or observed under the Scope of Services meets the certification criteria.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Scope of Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

Article 16. Miscellaneous Terms of Agreement

1. This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the state of the GAI office location first written above without giving effect to its conflict of law principles. If any part of this AGREEMENT shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
2. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in this AGREEMENT and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
3. This AGREEMENT shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Scope of Services to be provided under this AGREEMENT and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
4. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law. In the event of any claim, suit, or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.
5. Either the CLIENT or GAI may terminate or suspend performance of this AGREEMENT without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - A. In the event of material breach of this AGREEMENT, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall state

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the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences reasonable steps to cure the breach within the ten-day period.

- B. In the event of the termination, other than caused by a material breach of this AGREEMENT by GAI, CLIENT shall pay GAI for the Scope of Services performed prior to the termination notice date, and for any necessary Scope of Services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or sub-consultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- C. In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under this AGREEMENT.
6. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
7. The paragraph headings in this AGREEMENT are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
8. Unless expressly stated to the contrary, the professional Scope of Services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these Scope of Services will be provided by an amendment to this AGREEMENT, setting forth the terms and rates of compensation to be received by GAI.
9. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the Project Owner and GAI.
10. No modification or changes in the terms of this AGREEMENT may be made except by written instrument signed by the parties.
11. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

IN WITNESS WHEREOF, GAI AND CLIENT have executed this AGREEMENT as of the date first above written.

CLIENT NAME (ALL CAPS)

By _____
Printed Name _____
Title _____

GAI CONSULTANTS, INC.

By _____
Printed Name Shaun M. Long
Title Engineering Director / Assistant Vice President

Attachments:

Scope of Services Proposal

Indirect Cost Evaluation Memo

END OF AGREEMENT



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 21, 2024
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1798: Reappointing V. Haynes to the Board of Directors of the Elkins Housing Authority
Recommended By:	Elkins Housing Authority
Summary:	The Elkins Housing Authority manages Gateway Apartments and is governed by a Board of Directors. Voras Haynes's term on the Board expires December 31. He and his fellow board members request that he be appointed to another five-year term.
Fiscal Impact:	None
Recommendation:	Consider for approval
Attachments:	1. R-1798 - reappointing V. Haynes to the Housing Authority

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1798)

November 7, 2019

***Reappointment of V. Haynes to the Housing Authority
of the City of Elkins***

WHEREAS, the term of Voras Haynes, member of the Housing Authority of the City of Elkins, expires December 31, 2024; and,

WHEREAS, the other members of the Housing Authority recommend that Mr. Haynes be reappointed for another five-year term beginning January 1, 2025; and,

WHEREAS, Mr. Haynes has faithfully served the Board since 2017 and wishes to continue in this role;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby reappoints Voras Haynes to the Housing Authority of the City of Elkins for a term ending December 31, 2029.

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 21, 2024
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1799: Authorizing contracting with M. Washington for HR services
Recommended By:	City Clerk
Summary:	Authorizes contracting with M. Washington for HR services, from time to time on a limited basis.
Fiscal Impact:	Services would be billed at \$50/hour.
Recommendation:	Consider for approval
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 21, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	Update and planning concerning purchase of real estate
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 21, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	Other matters related to City Hall repairs and renovations
Recommended By:	Operations Manager
Summary:	This agenda item allows consideration of any needed matters or decisions concerning ongoing repairs and renovations to City Hall
Fiscal Impact:	TBD
Recommendation:	Consider for action as necessary
Attachments:	None