



City of Elkins

Council Meeting

June 26, 2025

7:00 PM

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

AGENDA

1. **Invocation and Pledge of Allegiance**
2. **Call to order and roll call**
3. **Public comment**
4. **Minutes**
 - a. Proposed minutes for the meeting of June 12, 2025
 - b. Proposed minutes for the meeting of June 16, 2025 (Canvass of the 2025 Election)
 - c. Proposed minutes for the meeting of June 18, 2025 (Certification of the 2025 Election)
5. **Correspondence, Notifications, and Recognitions**
6. **Councilor Reports**
7. **Staff reports**
8. **Approval of vendor invoice payments**
 - a. Vendor invoices presented for approval: June 9-20, 2025

(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.)
9. **New business**
 - a. Ordinance 344: Amending §110.055 of the Elkins City Code to Incorporate a De Minimis Exemption for Certain Small Businesses and Independent Contractors in Accordance with HB 2451 (final reading)
 - b. Ordinance 345: Amending Chapter 50 of the Elkins City Code to Establish a Limit on the Number of Bags Collected Through City Sanitation Services (final reading)
 - c. Ordinance 346: An ordinance authorizing the public sale and transfer by deed to the successful bidder of the parcel of 1464 sq.ft adjacent to the property owned by Legg Properties, LLC, formerly the Montgomery Ward building (first of two readings)
 - d. Resolution 1851: Revision of city personnel policy regarding meal breaks for field employees

- e. Resolution 1852: Approving terms and executing lease for HR Department copier with Hart Office Solutions
- f. Resolution 1853: Reappointing John Aliveto to the Elkins Firefighter Civil Service Commission
- g. Resolution 1854: Donation of city owned SLR camera to Elkins High School
- h. Resolution 1855: Approving terms and executing agreement with Methodist Church for parking space rental near the Elkins Fire Department
- i. Consider postponing or canceling July 17 council meeting

10. Mayor's comments

11. Adjournment



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 26, 2025
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of June 12, 2025
Recommended By:	City Clerk
Summary:	Proposed minutes for the meeting of June 12, 2025
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. city council - 2025_06_12 - minutes_proposed

Proposed Minutes

ELKINS COMMON COUNCIL MEETING MINUTES

***Phil Gainer Community Center
142 Robert E Lee Ave. Ext.
Elkins, WV 26241
June 12, 2025
7:00pm***

Elkins Common Council met in regular session in the council chamber of city hall. Present were Mayor Jarry 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 Manager M. Kesecker; City Attorney G. S. Roberts; and City Clerk S.R. Stokes (recording secretary)

PUBLIC COMMENT

Phillips Kolsun (220 Sylvester Drive), of Citizen Promoting Community, invited everyone to the Fourth of July parade to be held downtown.

MINUTES

Chenoweth **MOVED APPROVAL OF THE MINUTES OF THE MAY 15, 2025.** The motion carried.

CORRESPONDENCE, NOTIFICATIONS, AND RECOGNITIONS

- a. Building permits, zoning permits, and vacant property registrations 04/29/2025-06/09/2025.

STAFF REPORTS

Administrative Officers in attendance presented verbal reports. The City Attorney presented a verbal report. The City Treasurer also presented a written report.

COUNCILOR REPORTS

Councilors in attendance updated the body on committee, board, commission, and other official activities.

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:

Proposed Minutes

- Accounts Payable check transactions for the period May 12 – June 6, 2025

NEW BUSINESS

Lowther MOVED APPROVAL OF ORDINANCE 344: AMENDING §110.055 OF THE ELKINS CITY CODE TO INCORPORATE A DE MINIMIS EXEMPTION FOR CERTAIN SMALL BUSINESSES AND INDEPENDENT CONTRACTORS IN ACCORDANCE WITH HB 2451 (first of two readings). The motion carried.

Lowther MOVED APPROVAL OF ORDINANCE 345: AMENDING CHAPTER 50 OF THE ELKINS CITY CODE TO ESTABLISH A LIMIT ON THE NUMBER OF BAGS COLLECTED THROUGH CITY SANITATION SERVICES (FIRST OF TWO READINGS). The motion carried.

Chenoweth MOVED APPROVAL OF RESOLUTION 1844: REAPPOINTING CURRENT MEMBERS TO THE ELKINS-RANDOLPH COUNTY AIRPORT AUTHORITY, ELKINS PARKS AND RECREATION COMMISSION, ELKINS WATER BOARD, IPMC BOARD OF APPEALS, ELKINS BUILDING COMMISSION, AND THE ELKINS-RANDOLPH COUNTY PUBLIC LIBRARY BOARD. The motion carried.

Lowther MOVED APPROVAL OF RESOLUTION 1845: APPOINTING COUNCILOR CODY KERNS TO THE ELKINS TREE BOARD. The motion carried.

Bross-Fregonara MOVED APPROVAL OF RESOLUTION 1846: APPOINTING CAROL SCHULER TO THE BOARD OF ZONING APPEALS AS AN ALTERNATE. The motion carried.

Carroll MOVED APPROVAL OF RESOLUTION 1847: WAIVING THE CITY'S COMPETITIVE BIDDING REQUIREMENT FOR PROCUREMENT OF NEOGOV HRIS PLATFORM. The motion carried.

Bross-Fregonara MOVED APPROVAL OF RESOLUTION 1848: AUTHORIZING CONDITIONS OF CONTRACT BETWEEN MITCHELL TREE CARE, LLC AND LANDSCAPE CONSULTING, LLC AND THE CITY OF ELKINS, AND AUTHORIZING EXECUTION OF CONTRACT. The motion carried.

Hinchman MOVED APPROVAL OF RESOLUTION 1849: FY 2025 GENERAL FUND BUDGET REVISION SAO 2025-001-04. In accordance with the requirements of the state auditor's office for inter-departmental budget revisions, the chair ordered a roll-call vote. The clerk called the roll in random order. The motion carried. Council votes were as follows:

Bross-Fregonara	Yes	Kerns	Yes	Severino	Yes
Chenoweth	Yes	Lowther	Yes	Thompson	Yes
Carroll	Yes	Parker	Yes	Mayor J. Marco (in case of tie)	n/a
Hinchman	Yes	Plishka	Absent		

Proposed Minutes

Hinchman MOVED APPROVAL OF RESOLUTION 1850: FY 2025 GENERAL FUND BUDGET REVISIONS 30-35. The motion carried.

The meeting was adjourned at 7:59 p.m.

Attest: S.R. Stokes, City Clerk

Jerry A. Marco, Mayor



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 26, 2025
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of June 16, 2025 (Canvass of the 2025 Election)
Recommended By:	City Clerk
Summary:	Proposed minutes for the meeting of June 16, 2025 (Canvass of the 2025 Election)
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. city council - 2025_06_16 - minutes_proposed

Proposed Minutes

ELKINS COMMON COUNCIL (BOARD OF CANVASSERS) MEETING MINUTES

***Phil Gainer Community Center
142 Robert E Lee Ave. Ext.
Elkins, WV 26241
June 16, 2025
11 a.m.***

In accordance with West Virginia Code §3-6-9, Elkins Common Council met as above in special session as the Canvassing Board of the City of Elkins. Present were Councilors N.E. Bross-Fregonara, A.C. Carroll, R.C. Chenoweth, B.C. Kerns, D.C. Parker, E. L. Plishka, and L.S. Severino; and City Clerk S.R. Stokes (acting chair and recording secretary).

Councilors G.M. Hinchman, C.C. Lowther, and C.H. Thompson were absent.

BOND SET

Chenoweth MOVED SETTING AT **\$300** THE BOND FOR REQUESTING A RECOUNT. The motion carried.

VERIFICATION OF BALLOTS

Proceeding one ballot box at a time, the board opened the seals placed on election night by poll workers and then used the procedures provided in the West Virginia Secretary of State publication *Municipal Canvassing Manual* and the *Paper Precinct Canvassing Worksheet* to compare the numbers of ballots (voted, unused, spoiled, provisional, early and absentee) on hand with records kept and provided by polling place officials. No material discrepancies were found.

Election Day Ballot Counting by Canvassing Board					
	<i>Ward 1</i>	<i>Ward 2</i>	<i>Ward 3</i>	<i>Ward 4</i>	<i>Ward 5</i>
Ballots cast (<i>unchallenged</i>)	36	35	10	166	86
Spoiled ballots	0	0	0	0	1
Unused ballots (80%+20%+Ab+Extra)	1309	959	738	921	824
Provisional ballots	1	2	0	0	0
Total ballots counted by Canvassing Board	1346	996	748	1087	911
Total Ballots Issued	1346	996	749	1087	911

Proposed Minutes

In the above, the discrepancy between ballots issued (749) and ballots accounted for (748) in Third Ward is due to one absentee ballot that was mailed but had not been returned by the start of the Canvass.

CONSIDERATION OF PROVISIONAL BALLOTS

Bross-Fregonara **MOVED REMOVING THE CHALLENGE AGAINST AN UNSIGNED BALLOT FOUND ON ELECTION NIGHT IN FIRST WARD.** The motion carried. This resulted in one additional vote for Chenoweth.

Plishka **MOVED REMOVING THE CHALLENGE AGAINST TWO UNSIGNED BALLOTS FOUND ON ELECTION NIGHT IN SECOND WARD.** The motion carried. This resulted in two additional votes for Severino.

With no objection the Canvassing Board declared the results of the 2025 Elkins Municipal Election as shown in the table below.

	1	2	3	4	5
COUNCIL - 1ST WARD					
Rob Chenoweth	37				
COUNCIL - 2ND WARD					
Lisa Severino		37			
COUNCIL - 3RD WARD					
Erika Plishka			10		
COUNCIL - 4TH WARD					
Nanci Bross-Fregonara				131	
Jon Clingerman				35	
				166	
COUNCIL - 5TH WARD					
Dave Parker					35
Burley Woods					49
					84

*Total
votes: 334*

Proposed Minutes

Plishka **MOVED RECESSING THE CANVASS UNTIL JUNE 18 AT 1 P.M.** The motion carried.

The meeting recessed at 12:41 p.m.

Attest: S.R. Stokes, City Clerk

Jerry A. Marco, Mayor



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 26, 2025
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of June 18, 2025 (Certification of the 2025 Election)
Recommended By:	City Clerk
Summary:	Proposed minutes for the meeting of June 18, 2025 (Certification of the 2025 Election)
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. city council - 2025_06_18 - minutes_proposed

ELKINS COMMON COUNCIL (BOARD OF CANVASSERS)
MEETING MINUTES

Elkins City Hall
401 Davis Avenue
June 18, 2025
1:00 p.m.

In accordance with West Virginia Code §3-6-9, Elkins Common Council met as above in special session as the Canvassing Board of the City of Ekins. Present were Councilors N.E. Bross-Fregonara, A.C. Carroll, R.C. Chenoweth, B.C. Kerns, C.C. Lowther, E. L. Plishka, and L.S. Severino; and City Clerk S.R. Stokes (acting chair and recording secretary).

NEW BUSINESS

Kerns MOVED THAT COUNCIL CERTIFY THE 2025 MUNICIPAL ELECTION RESULTS AS DECLARED ON JUNE 16. The motion carried. The certified results are shown in the table below.

	1	2	3	4	5
COUNCIL - 1ST WARD					
Rob Chenoweth	37				
COUNCIL - 2ND WARD					
Lisa Severino		37			
COUNCIL - 3RD WARD					
Erika Plishka			10		
COUNCIL - 4TH WARD					
Nanci Bross-Fregonara				131	
Jon Clingerman				35	
				166	
COUNCIL - 5TH WARD					
Dave Parker					35
Burley Woods					49
					84
					Total votes: 334

The meeting adjourned at 1:07 p.m.

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 26, 2025
Section:	Approval of vendor invoice payments
Category:	Action Item
Agenda Item Name:	Vendor invoices presented for approval: June 9-20, 2025 <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 June 9-20, 2025
Fiscal Impact:	Report details \$464,290.84 in transactions from all funds.
Recommendation:	Consider for approval
Attachments:	1. AP Check Report - 2025_06_26

VENDOR SET: 01 Elkins

BANK: ARPA America Rescue Plan Act

DATE RANGE: 6/09/2025 THRU 6/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01676	Harbor Freight Tools							
I-CKREQ 061225	2 trash pumps	R	6/17/2025	1,799.98		000125		1,799.98
02743	Hull's Contracting Inc							
I-Appl. #3	contracted services	R	6/17/2025	50,885.93		000126		50,885.93

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	52,685.91	0.00	52,685.91
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	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: ARPA TOTALS:	2	52,685.91	0.00	52,685.91
BANK: ARPA TOTALS:	2	52,685.91	0.00	52,685.91

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 6/09/2025 THRU 6/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00741	Great-West Trust Company LLC							
I-VF 202506102526	Voya	D	6/10/2025	630.00		007329		
I-VF2202506102526	Voya AT	D	6/10/2025	120.00		007329		750.00
00471	FirstEnergy MP/PE							
I-BARRON 052025	Barron 041625-051425	D	6/16/2025	16,020.25		007330		16,020.25
02667	Health Equity							
I-HSA202506102526	Health Savings	D	6/17/2025	1,116.54		007331		1,116.54
00032	Absolute Assurance Drug Test L							
I-7599	drug testing W. Mallow/O. Poe	R	6/10/2025	70.00		017267		70.00
00047	Truist Governmental Finance							
I-00005 062425	9948000234-05 062425	R	6/10/2025	2,596.05		017268		
I-00007 061925	994800023400007 061925	R	6/10/2025	4,984.55		017268		7,580.60
00078	Nanci Bross-Fregonara							
I-Ckrequest061025	reimburse for tree bd photos	R	6/10/2025	46.20		017269		46.20
00118	Cira and Associates Consulting							
I-Appl. #3	contracted services	R	6/10/2025	34,605.00		017270		34,605.00
00385	John Deere Financial							
I-3044863	WWTP Skid Steer	R	6/10/2025	1,697.03		017271		1,697.03
00457	Metalworks, Inc.							
I-13759	plate repair RAS #3	R	6/10/2025	130.00		017272		130.00
00471	FirstEnergy MP/PE							
I-ElkinsComm 060225	Elkins Comm Lighting 060225	R	6/10/2025	10,287.15		017273		
I-Teaberry 053025	Teaberry Hills 042925-052825	R	6/10/2025	50.97		017273		10,338.12
00500	Newlons International Sales, L							
I-01P29260	filters HVAC inlet & intake	R	6/10/2025	167.62		017274		167.62
00550	Precision Pump & Valve Service							
I-0144156-IN	10HP Pump Repair	R	6/10/2025	7,089.00		017275		7,089.00
00591	Retiree Health Benefit Trust F							
I-06/25 RHBT	Retirees RHBT 06/2025	R	6/10/2025	2,131.42		017276		2,131.42
00651	Southern WV Asphalt Inc							
I-71866	Blacktop for patching	R	6/10/2025	271.41		017277		271.41

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 6/09/2025 THRU 6/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00772	Witmer Public Safety Group							
I-INV640706	Shirts with Embroidery	R	6/10/2025	263.00		017278		
I-INV644654	Shirts with Embroidery	R	6/10/2025	128.00		017278		391.00
00812	WV Division of Corrections & R							
I-5125B49F	4 days of inmate housing 05/25	R	6/10/2025	229.84		017279		229.84
00884	Colonial Court Service Station							
I-597990	4 tire sensast programming	R	6/10/2025	300.00		017280		300.00
00927	Interstate Battery System of S							
I-10015855	MTP-94R/H7	R	6/10/2025	155.95		017281		155.95
01594	Pace Analytical Services LLC							
I-2530597050	lab samples	R	6/10/2025	63.00		017282		
I-2530597368	lab samples	R	6/10/2025	618.20		017282		
I-2530602027	lab samples	R	6/10/2025	63.00		017282		
I-2530603126	lab samples	R	6/10/2025	150.40		017282		
I-2530603765	lab samples	R	6/10/2025	301.80		017282		
I-2530606643	lab samples	R	6/10/2025	216.80		017282		
I-2530609950	lab analysis	R	6/10/2025	2,804.40		017282		4,217.60
01681	HdL Companies							
I-05312025	BL & B&O Revenue	R	6/10/2025	2,974.69		017283		2,974.69
01727	Enterprise FM Trust							
I-578571-060525	Fleet Leases 06/2025	R	6/10/2025	20,776.80		017284		20,776.80
01790	Crim Law Office PLLC							
I-490	professional services	R	6/10/2025	11,455.00		017285		
I-491	professional services	R	6/10/2025	2,530.00		017285		
I-494	professional services	R	6/10/2025	770.00		017285		14,755.00
02098	Skasiks Quality Cleaners LLC							
I-25134-009	sew on patches	R	6/10/2025	12.00		017286		12.00
02143	Wholesale Tires & Auto							
I-1218938	4 Courser Trail tires	R	6/10/2025	780.00		017287		780.00
02336	GAI Consultants							
I-2220137	contracted services	R	6/10/2025	5,172.50		017288		5,172.50
02816	Whitetail Fabrication LLC							
I-2199	6 x 2 swivel caster	R	6/10/2025	225.00		017289		225.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 6/09/2025 THRU 6/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02817	Nathan Glanden							
I-988	Training Sayre/Marsh/Coffman	R	6/10/2025	150.00		017290		150.00
02818	Iron Horse Enterprise LLC							
I-051525	15th St Repair Project	R	6/10/2025	23,080.71		017291		23,080.71
02819	Andrea Brandon							
I-ckrequest060625	reimburse catering BTB	R	6/10/2025	270.30		017292		270.30
01220	The Delmonte Market							
I-1539	2025 Contract-City Flowers	R	6/10/2025	6,028.50		017293		6,028.50
01220	The Delmonte Market							
I-1541	34 Kinsman lines	R	6/10/2025	1,152.20		017294		1,152.20
01957	Zoro Tools, Inc.							
I-INV16492779	Bulkhead Tank Fittings	R	6/10/2025	53.15		017295		53.15
1	WALTON, BRELAND J							
I-000202506052524	US REFUND	R	6/10/2025	98.22		017296		98.22
1	LAMBERT, THOMAS							
I-000202506102525	US REFUND	R	6/10/2025	19.01		017297		19.01
00116	Child Support Enforcement							
I-CDS202506102526	Child Support	R	6/10/2025	453.40		017298		453.40
00121	Citizens Bank of WVFP							
I-FP 202506102526	Fire Pension	R	6/10/2025	342.69		017299		342.69
00122	Citizens Bank of WVFP							
I-PP 202506102526	Police Pension	R	6/10/2025	141.93		017300		
I-PPN202506102526	Police Pension-2010 Forward	R	6/10/2025	255.31		017300		397.24
00147	COE Misc							
I-MIS202506102526	Misc Reimbursements	R	6/10/2025	439.00		017301		439.00
00150	COE Payroll							
I-T1 202506102526	Federal Withholding	R	6/10/2025	14,763.29		017302		14,763.29
00151	COE Payroll							
I-T3 202506102526	FICA	R	6/10/2025	22,564.22		017303		
I-T4 202506102526	Medicare	R	6/10/2025	5,546.88		017303		28,111.10

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 6/09/2025 THRU 6/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00152	COE Payroll							
I-T2 202506102526	State Withholding	R	6/10/2025	6,171.00		017304		6,171.00
00203	Davis Trust Company							
I-CC 202506102526	Employee Christmas Club	R	6/10/2025	2,330.00		017305		2,330.00
00747	Washington National Insurance							
I-WN 202506102526	Washington National Insurance	R	6/10/2025	574.13		017306		574.13
00837	COE Payroll Reimbursement							
I-001202506102526	Payroll Reimbursement	R	6/10/2025	59,351.93		017307		
I-006202506102526	Payroll Reimbursement	R	6/10/2025	9,392.84		017307		
I-036202506102526	Payroll Reimbursement	R	6/10/2025	17,163.18		017307		
I-400202506102526	Payroll Reimbursement	R	6/10/2025	25,398.99		017307		
I-401202506102526	Payroll Reimbursement	R	6/10/2025	14,731.43		017307		
I-404202506102526	Payroll Reimbursement	R	6/10/2025	12,258.63		017307		138,297.00
01885	Colonial Life							
I-CL 202506102526	Colonial Life-AT	R	6/10/2025	112.10		017308		
I-CLP202506102526	Colonial Life-PT	R	6/10/2025	52.52		017308		164.62
00150	COE Payroll							
I-T1 202506102527	Federal Withholding	R	6/10/2025	220.13		017309		220.13
00151	COE Payroll							
I-T3 202506102527	FICA	R	6/10/2025	471.90		017310		
I-T4 202506102527	Medicare	R	6/10/2025	110.38		017310		582.28
00152	COE Payroll							
I-T2 202506102527	State Withholding	R	6/10/2025	96.00		017311		96.00
00837	COE Payroll Reimbursement							
I-001202506102527	Payroll Reimbursement	R	6/10/2025	2,403.25		017312		
I-400202506102527	Payroll Reimbursement	R	6/10/2025	579.54		017312		2,982.79
00032	Absolute Assurance Drug Test L							
I-7207	Pre-Emp Testing	R	6/17/2025	126.00		017313		126.00
00034	ATCO International							
I-I0644748	Buster/Alube	R	6/17/2025	549.00		017314		
I-I0644923	White PTFE Sealant	R	6/17/2025	192.41		017314		741.41
00126	City of Clarksburg							
I-202506092987	Yard Waste Tkt 1958	R	6/17/2025	197.00		017315		197.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 6/09/2025 THRU 6/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00154	COE Sanitation							
I-202506117639	Compost Tkt 1958 Brush 114	R	6/17/2025	299.48		017316		
I-202506117640	Ticket 156332 TCSW	R	6/17/2025	299.48		017316		
I-202506117646	Roll-Off Rental Fee 05/25	R	6/17/2025	205.53		017316		804.49
00201	Davis Electrical Svc. Inc							
I-289763	Electrical Work	R	6/17/2025	125.00		017317		
I-289789	Electrical Work	R	6/17/2025	475.73		017317		
I-289818	Electrical Work	R	6/17/2025	546.07		017317		
I-289828	Electrical work	R	6/17/2025	551.45		017317		
I-289829	Electrical Work	R	6/17/2025	560.00		017317		
I-289906	Electrical Work	R	6/17/2025	604.00		017317		2,862.25
00457	Metalworks, Inc.							
I-13756	Repair Lawnmower deck	R	6/17/2025	235.00		017318		235.00
00468	Miss Utility of West Virginia,							
I-WV25-2069	Message Fees May 2025	R	6/17/2025	292.10		017319		292.10
00629	Service Pump & Supply							
I-CI-0000027491	Valve Spears Electro	R	6/17/2025	830.50		017320		830.50
00651	Southern WV Asphalt Inc							
I-71930/71940/71950	Blacktop for patching	R	6/17/2025	1,075.68		017321		1,075.68
00665	State Electric Supply Company							
I-17811270-04	SW Box w/Flat BR	R	6/17/2025	173.00		017322		173.00
01220	The Delmonte Market							
I-1538	Landscaping	R	6/17/2025	8,500.00		017323		8,500.00
01416	Gerry Roberts							
I-CK REQ 061125	Reimb Recording Fee	R	6/17/2025	32.00		017324		32.00
01751	COE WWTP							
I-202506137662	Backwash 05/25	R	6/17/2025	890.31		017325		890.31
01790	Crim Law Office PLLC							
I-492	Sanitary Bd Matters 04/2025	R	6/17/2025	370.00		017326		370.00
02157	Jerry A Marco							
I-Exp 061225	Travel Exp WVMWQA Mtg	R	6/17/2025	293.80		017327		293.80

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 6/09/2025 THRU 6/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02215	Tucker County Solid Waste Auth							
I-00156332	Construction Debris-City Hall	R	6/17/2025	669.45		017328		669.45
02453	Eastern Fire Equipment Service							
I-INV3285349	Ventilation Saw Parts	R	6/17/2025	449.14		017329		449.14
02477	Duncan Parnell							
I-40201893	Catalyst 1 Annual Sub	R	6/17/2025	3,980.00		017330		3,980.00
02525	DTC Farms LLC							
I-005 0609258	Mini-Exc Rental	R	6/17/2025	1,375.00		017331		1,375.00
02608	Zinn's R Us Inc							
I-3763	4 Septic Holding Tanks	R	6/17/2025	400.00		017332		400.00
02685	Selective Insurance Company of							
I-06/25/2025	Installment Fees	R	6/17/2025	30.00		017333		30.00
02820	James Bibey							
I-05/28/2025	Summerfield sewer damage	R	6/17/2025	2,700.00		017334		2,700.00
02743	Hull's Contracting Inc							
I-Appl #3	contracted services	R	6/17/2025	24,294.07		017335		24,294.07

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	69	392,214.74	0.00	392,214.74
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	17,886.79	0.00	17,886.79
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: Pool TOTALS:	72	410,101.53	0.00	410,101.53
BANK: Pool TOTALS:	72	410,101.53	0.00	410,101.53

VENDOR SET: 01 Elkins

BANK: TIF TIF District #1

DATE RANGE: 6/09/2025 THRU 6/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00140	City of Elkins							
I-CKREQ 060425	Reimburse GF for invoice pcard	R	6/10/2025	1,503.40		000003		1,503.40

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	1,503.40	0.00	1,503.40
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	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TIF TOTALS:	1	1,503.40	0.00	1,503.40
BANK: TIF TOTALS:	1	1,503.40	0.00	1,503.40
REPORT TOTALS:	75	464,290.84	0.00	464,290.84

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 6/09/2025 THRU 6/20/2025
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:	June 26, 2025
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 344: Amending §110.055 of the Elkins City Code to Incorporate a De Minimis Exemption for Certain Small Businesses and Independent Contractors in Accordance with HB 2451 (final reading)
Recommended By:	City Attorney
Summary:	Amends §110.055 of the Elkins City Code to Incorporate a De Minimis Exemption for Certain Small Businesses and Independent Contractors in Accordance with HB 2451.
Fiscal Impact:	Reduction in revenues from Business and Occupation Tax
Recommendation:	Consider for approval on final reading
Attachments:	1. O-344 - Amending Section 110.055 for deminimis B&O tax exemption

ORDINANCE 344

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKINS, WEST VIRGINIA, AMENDING §110.055 OF THE ELKINS CITY CODE TO INCORPORATE A DE MINIMUS EXEMPTION FOR CERTAIN SMALL BUSINESSES AND INDEPENDENT CONTRACTORS IN ACCORDANCE WITH HOUSE BILL 2451

WHEREAS, the Common Council of the City of Elkins has previously adopted ordinances regarding business and occupation tax; and

WHEREAS, these ordinances were codified in Chapter 110: Business Licenses, Regulations and Taxes, particularly Business and Occupation Tax, §110.055 Short Title; and

WHEREAS, the West Virginia Legislature in its 2025 Regular Session, passed House Bill 2451 effective July 11, 2025, which terms and provisions require municipalities to amend their city codes to comply with these changes; and

WHEREAS, the Common Council has determined that by making these amendments to said Chapter and Section it is in the best interest of the citizens of the City.

NOW THEREFORE BE IT ORDAINED AND ENACTED by the Common Council of the City of Elkins that the City Code, Chapter 110: Business License and Regulations and Taxes, specifically Business and Occupation Tax, §110.055 Short Title, be revised and amended as follows, with the amendments and additions being underlined and shown below:

§110.57 DEFINITIONS

For purposes of this subchapter, the following definitions shall apply unless the context indicates or requires a different meaning.

Independent contractor means a natural person who provides labor, services, or materials to another for compensation and:

- (1) Is not treated as an employee for purposes of federal income tax withholding.
- (2) Is issued an Internal Revenue Service Form 1099 for such services; and
- (3) Retains control over the manner and means of performing the work, consistent with Internal Revenue Service guidance and common law agency principles.

Permanent physical location means any fixed place of business within the corporate limits of the City of Elkins at which the person regularly conducts business, including but not limited to a commercial office, retail store, warehouse, workshop, or dedicated space within a residence.

The term does not include temporary job sites, incidental use of public spaces, or occasional in-person meetings, nor does it include a postal mailing address or third-party drop location unless business activity is regularly conducted there.

Sole Proprietor means someone who owns an unincorporated business by themselves.

§110.58 IMPOSITION OF TAX

(D) Notwithstanding the foregoing, no tax shall be imposed pursuant to this section for any tax year in which the taxpayer's gross income is less than two thousand five hundred dollars (\$2,500), as further provided in § 110.069A.

§110.069A DE MINIMUS GROSS INCOME EXEMPTION FOR SMALL BUSINESS

Effective July 1, 2025, a person engaging in business withing the municipality shall not be subject to the municipal business and occupation or privilege tax imposed by this article for any tax year in which the taxpayer's gross income, as defined in § 3.4 of this article, is less than two thousand five hundred dollars (\$2,500.00).

This exemption shall apply on a prospective basis only and shall not affect liability for any tax periods ending prior to July 1, 2025.

For purposes of this section, the term "gross income" shall be interpreted consistently with § 110.057 of this article and includes all receipts and values accruing to the taxpayer from engaging in business, without deduction.

§ 110.072 RETURNS; COMPUTATION AND PAYMENT OF TAXES

(D) A person whose gross income for a tax year is less than two thousand five hundred dollars (\$2,500.00), as described in § 110.69A of this article, shall not be liable for the tax imposed by this article but may be required to file a return or declaration indicating that their gross income is below the applicable threshold, in such form as the Treasurer may prescribe.

All other sections and provisions of City Code §110.055 Short Title, not specifically referred to herein, shall remain 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 on July 1, 2025.

PASSED AND APPROVED ON FIRST READING: _____, 2025.

**PASSED AND APPROVED ON THE SECOND AND FINAL READING THIS ____
DAY OF _____, 2025.**

CITY OF ELKINS, WEST VIRGINIA

Jerry A. Marco, Mayor

Attest:

Sutton. Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 26, 2025
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 345: Amending Chapter 50 of the Elkins City Code to Establish a Limit on the Number of Bags Collected Through City Sanitation Services (final reading)
Recommended By:	Rules & Ordinances Committee, Operations Manager
Summary:	Imposes a bag limit for city sanitation customers as follows: (1) Twelve (12) kitchen type trash bags which are the maximum size of 13-gallons or; (2) Six (6) larger trash bags which are the maximum size of 30-gallons or; (3) Three (3) contractor bags which are the maximum size of 55-gallons. (4) No trash bag shall weigh more than 30 lbs. 5) Any bags beyond the specified limits for each category described above shall not be collected by the Sanitation Department on the weekly day of service. The change is not effective until September 1, 2025 to allow time for publicizing it. One purpose of the change is to reduce the incidence of non-city residents bringing trash into the city and leaving it in front of city customers' property for pickup.
Fiscal Impact:	Marginal reduction in tipping fees
Recommendation:	Consider for approval on final reading
Attachments:	1. O-345 - Amending Section 50-05 concerning sanitation collection bag limits

ORDINANCE 345

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKINS, WEST VIRGINIA, AMENDING CITY CODE CHAPTER 50: GARBAGE, SPECIFICALLY §50.05 REGARDING THE RATES FOR CITY SERVICE; DESIGNATED
--

WHEREAS, the Common Council of the City of Elkins has previously adopted ordinances regarding the collection of garbage by the Sanitation Department of the City of Elkins; and

WHEREAS, these ordinances were codified in Chapter 50: Garbage, with specific reference to §50.05; and

WHEREAS, the Elkins Sanitation Fund is burdened by the amount of trash collected that may not be generated solely by residential customers and in an effort to deter illegal dumping and to avoid raising the current sanitation rates, the Common Council deems it just and necessary to amend said Chapter and Section; and

WHEREAS, the Common Council has determined that by making these amendments to said Chapter it is in the best interests of the citizens of the City.

NOW THEREFORE, BE IT ORDAINED and ENACTED by the Common Council of the City of Elkins that City Code, Chapter 50: Garbage, be revised and amended as follows, with the amendments and additions being underlined and shown below:

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§ 50.05 RATES FOR CITY SERVICE; DESIGNATED; BAG LIMITS

(A) The Council shall, from time to time, establish the charges that will be imposed for garbage and refuse collection services. A current list of such charges shall be maintained in the office of the City Clerk where it shall be available for public inspection during normal city office hours.

(B) At no time, however, shall rates which are disclosed to be producing less revenue than is required to meet all obligations and costs involved in rendering such service be continued.

[C] All trash shall be placed in the type of plastic bags as described below with the following limits per household per week of either category (1), (2) or (3).

(1) Twelve (12) kitchen type trash bags which are the maximum size of 13-gallons or;

(2) Six (6) larger trash bags which are the maximum size of 30-gallons or;

(3) Three (3) contractor bags which are the maximum size of 55-gallons.

(4) No trash bag shall weigh more than 30 lbs.

5) Any bags beyond the specified limits for each category described above shall not be collected by the Sanitation Department on the weekly day of service.

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 on September 1, 2025.

PASSED AND APPROVED ON FIRST READING: _____, 2025.

PASSED AND APPROVED ON SECOND READING: _____, 2025.

CITY OF ELKINS, WEST VIRGINIA

Jerry A. Marco, Mayor

Attest:

Sutton. Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 26, 2025
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 346: An ordinance authorizing the public sale and transfer by deed to the successful bidder of the parcel of 1464 sq.ft adjacent to the property owned by Legg Properties, LLC, formerly the Montgomery Ward building (first of two readings)
Recommended By:	City Attorney
Summary:	As authorized by council via Resolution 1810, on January 23, 2025, a piece of city real property was auctioned on the steps of City Hall on June 18, 2025. The attached ordinance authorizes the finalization of the sale.
Fiscal Impact:	The high bid was \$12,950. This was the starting bid, which was established to cover the appraised value and the cost of the appraisal.
Recommendation:	Consider for approval on first reading
Attachments:	1. O-346 - authorizing sale of real property to MegaCorp

ORDINANCE 346

AN ORDINANCE AUTHORIZING THE PUBLIC SALE AND TRANSFER BY DEED TO THE SUCCESSFUL BIDDER OF THE PARCEL OF 1464 SQ. FT ADJACENT TO THE PROPERTY OWNED BY LEGG PROPERTIES, LLC FORMERLY THE MONTGOMERY WARD BUILDING

WHEREAS, pursuant to the statutory provisions of West Virginia Code §8-12-18(b), the City of Elkins gave public notice of the sale of a lot or parcel of property described as a parcel of 1,464 square feet adjacent to the property owned by Legg Properties, LLC, formerly the Montgomery Ward building; and

WHEREAS, the public sale was published in The Inter Mountain as a Class II legal advertisement scheduling the public sale of said property on June 18, 2025 at 11:30 a.m. at City Hall (see attached notice); and

WHEREAS, the successful bidder, MegaCorp by its agent Lanny Propst , has agreed to purchase said property for the consideration of Twelve Thousand Nine Hundred, Fifty Dollars (\$12,950) which needs to be confirmed by an ordinance enacted by the Common Council pursuant to the statutory provisions of West Virginia Code §8-11-3(6); and

WHEREAS, the Common Council finds and determines that it would be in the best interest of the City and its citizens to approve and confirm this public sale of said property; and

NOW, THEREFORE, be it ORDAINED and ENACTED that the public of a lot or parcel of property described as a parcel of 1,464 square feet adjacent to the property owned by Legg Properties, LLC, formerly the Montgomery Ward building, in the City of Elkins to MegaCorp , by its agent Lanny Propst, for the consideration of Twelve Thousand Nine Hundred

Fifty Dollars (\$12,950) be confirmed and that Mayor Marco be authorized to execute the quitclaim deed transferring said property to the successful bidder as set forth in this Ordinance.

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 FIRST READING _____

PASSED AND APPROVED ON FINAL READING _____

CITY OF ELKINS, WEST VIRGINIA

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk

NOTICE OF SALE OF MUNICIPAL PROPERTY

City of Elkins
Elkins, West Virginia 26241

Pursuant to West Virginia Code §8-12-18(b), the City of Elkins hereby gives notice of the sale at public auction of that certain municipal property described below at 11:30 a.m., Wednesday, June 18, 2025, on the front steps of Elkins City Hall, 401 Davis Avenue, Elkins, West Virginia 26241. The property will be sold as-is. The sale of the property shall be subject to the requirement that all liabilities for any hazard associated with the premises shall be assumed by the purchaser. The sale of the property will be made subject to all exceptions, reservations, rights-of-way, easements, conditions, covenants, restrictions and other servitudes of record, if any, pertaining to said property subject to all matters disclosed by an examination and inspections of the property, and to any further matters announced at said sale. There will be reserved from the sale of the property any easements for a water and/or sewer lines on the property. The municipal property is described as follows:

Beginning at the City ROW of Kerens Ave, on the eastern line of lot 812, recorded in Deed Book 367 at page 74, bearing N.88°07'52"W 150.00' to the Mary's Alley, thence in a northerly direction along western line of lot 812 with alley ROW N.01°52'08"E 9.84' to a corner with lot 813, thence along the southern line of lot 813 S.88°07'52"E 94.40' to a corner recorded in Deed Book 138 at page 240, thence S01°52'08"W 0.15' to the Southwest corner of the former Montgomery Ward brick building, thence S89°07'07"E 55.60' along the southern face of brick building to the Southeast corner of same building and the City ROW of Kerens Ave., thence S01°52'08"W 9.58' to point of beginning, containing 1,464 square feet, or 0.034 acres.

TERMS OF SALE: Sale will be awarded to the highest bidder. Cash or certified check in the amount equal to 10% of the bid price on the day of sale. Balance to be paid in full within 30 days from the date of sale. The City of Elkins reserves the right to reject any and all bids. The sale may be adjourned from time to time without further notice, other than oral proclamation at the

time of the sale. Persons wishing to obtain information concerning the municipal property to be sold should contact Sutton Stokes, City Clerk, at (304) 636-1414, ext. 1211.

Sutton Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 26, 2025
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1851: Revision of city personnel policy regarding meal breaks for field employees
Recommended By:	Personnel Committee
Summary:	This resolution updates the Personnel Manual to provide a paid 30-minute meal break for field-based employees, reflecting the operational realities of their work and ensuring compliance with federal and state labor laws. It also ratifies the Human Resources Director's June 3 authorization to implement this change under existing policy-deviation authority.
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. R-1851 - Revision of city personnel policy regarding meal breaks

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1851)

June 25, 2025

Revision of Personnel Policy to Provide Paid Meal Breaks for Field-Based Employees

WHEREAS, the City of Elkins Personnel Manual currently provides for unpaid 30-minute meal breaks; and

WHEREAS, federal and state wage and hour laws, including the Fair Labor Standards Act and West Virginia Code §21-3-10a, require that meal breaks be treated as paid time when employees are not fully relieved of duty; and

WHEREAS, the operational realities of field-based work in departments including but not limited to Operations, Water, Wastewater, and Parks and Recreation often make uninterrupted, duty-free meal breaks impracticable; and

WHEREAS, the Human Resources Director has submitted a memorandum dated June 2, 2025, recommending a policy revision to provide a paid 30-minute meal break for field-based employees and outlining the legal, operational, and administrative rationale for this change; and

WHEREAS, pursuant to the administrative policy-deviation authority granted to the Human Resources Director by Council under Resolution 1828, the Human Resources Director authorized implementation of this practice effective June 3, 2025, in order to ensure compliance with applicable labor laws;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby approves the addition of a Field Operations Exception to Section 6.I of the City of Elkins Personnel Manual, as described in the memorandum from the Human Resources Director dated June 2, 2025, which is attached to and incorporated into this resolution. This policy revision shall provide for a paid 30-minute meal break for eligible field-based employees.

AND BE IT FURTHER RESOLVED, THAT:

Common Council ratifies the Human Resources Director's June 3, 2025, authorization to implement this practice in advance of formal Personnel Manual revision, as permitted under the authority granted by Resolution 1828 to deviate from existing policy when necessary to align city practices with state or federal labor law.

Attest: Sutton R. Stokes, City Clerk

Jerry A. Marco, Mayor

MEMORANDUM

To: Personnel Committee / City Council

From: Chrishaunda Marshall, HR Director

Date: June 2, 2025

Subject: Proposal to Implement Paid Meal Breaks for Field-Based Employees

Purpose

This memo recommends a policy update to provide paid 30-minute meal breaks for field-based employees in departments where uninterrupted breaks are often not feasible. This adjustment aligns with the City's Personnel Manual, federal and state labor laws, and the operational realities of field-based work.

Background and Policy Context

Under the current Personnel Manual (adopted September 19, 2024):

Section 6.H – Work Schedules

“Most city hall employees will be scheduled Monday through Friday from 8:00 a.m. to 4:30 p.m. with one half hour (unpaid) for lunch. Work times for the various departments contained within the Operation Department, Water Department, and Wastewater Department may vary.”

Section 6.I – Meal and Rest Breaks

“It is the City's policy to comply with state and federal laws regarding meal break requirements.

All employees who work six or more hours in a day are required to take an unpaid meal break of 30 minutes. Meal breaks are not counted toward hours worked.

In case of emergencies, or when the tasks being performed do not allow for an interruption of work, the departmental supervisor may authorize an employee to work through a regularly scheduled meal break. In these circumstances, the supervisor will ensure that the employee is allowed necessary restroom breaks and is either allowed to eat while working or given a rest period of short duration lasting up to twenty minutes, which would be compensable time under this policy.”

Legal Framework: FLSA Requirements

The Fair Labor Standards Act (FLSA) does not require employers to provide meal breaks, but it clearly defines when break time must be paid:

29 CFR § 785.19 – Meal Periods

Meal periods are not considered work time only if the employee is completely relieved of duty for the purpose of eating.

If the employee is required to perform any duties, whether active or inactive, the break must be paid.

29 CFR § 785.18 – Rest Periods

Breaks of short duration (typically five to twenty minutes) must always be treated as compensable work hours.

These rules are especially relevant for field-based employees who are often unable to stop working, and must remain on call, or eat while performing duties. If the City deducts unpaid break time in these situations, it may violate federal wage laws and expose the City to back pay liability and penalties.

Legal Context: WV Code §21-3-10a

West Virginia law requires employers to provide a 20-minute meal break to employees who work six or more hours, if they are not otherwise given breaks or allowed to eat while working.

If the employee is not fully relieved of duty, the break must be treated as paid time, consistent with the FLSA.

Operational Challenge

Field-based employees in departments such as Public Works, Water, Wastewater, and Parks and Recreation often experience the following conditions:

- Lack of reliable access to time clocks for recording unpaid breaks
- Inability to take an uninterrupted 30-minute break due to operational demands
- Remaining on call or performing duties during meal periods

Although Section 6.I allows for emergency exceptions, these conditions are not occasional but routine for many field-based roles. When an unpaid break is not truly duty-free, the City risks noncompliance with wage laws and potential liability for back pay or penalties.

Recommendation

To align with the Personnel Manual, the Fair Labor Standards Act, and West Virginia Code §21-3-10a, and to reflect the operational realities of fieldwork, I recommend the following policy clarification and exception:

Proposed Addition to Section 6.I – Field Operations Exception

For employees whose duties are primarily performed in the field, such as those in the Operations, Water, Wastewater, and Parks and Recreation Departments, the City provides a paid 30-minute meal period each workday.

These employees are not required to clock in or out for their meal break, as the time will be automatically accounted for through the City's time and attendance system.

This provision supports operational efficiency and is intended to promote compliance with applicable wage and hour laws, including the Fair Labor Standards Act and West Virginia Code §21-3-10a.

Benefits of This Policy Update

- **Legal Compliance:** Aligns with FLSA and West Virginia labor law
- **Operational Fairness:** Acknowledges the unique conditions of field-based roles
- **Administrative Clarity:** Automates time tracking and reduces manual errors
- **Risk Mitigation:** Lowers the risk of wage claims, back pay liability, and DOL audit findings

Request for Approval

I respectfully request the Personnel Committee's approval to implement the proposed Field Operations Exception to Section 6.I of the Personnel Manual. This policy revision provides a paid 30-minute meal break for eligible field-based employees and reflects both operational realities and legal compliance requirements.

Upon approval, the Human Resources Department will coordinate the necessary implementation steps outlined below.

Next Steps

If approved, the Human Resources Department will work with payroll and department leadership to:

- Update timekeeping system configurations
- Formalize the policy in the Personnel Manual
- Communicate changes to affected employees and supervisors



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 26, 2025
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1852: Approving terms and executing lease for HR Department copier with Hart Office Solutions
Recommended By:	HR Director
Summary:	Authorizes the HR Department to lease a
Fiscal Impact:	\$95 setup fee. 63 monthly payments of \$168.50. Service and supplies included up to 2,500 B&W clicks per month. Excess B&W billed at \$.01 per click; color at \$0495 per click. All parts, labor, drums, toner, and developer included in lease.
Recommendation:	Consider for approval
Attachments:	1. R-1852 - Hart Office agreement for copier for HR Department

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1852)

June 26, 2025

***Authorizing Conditions of Lease & Addendum and Maintenance Agreement between
Hart Office Solutions and the City of Elkins (HR Department)***

WHEREAS, the City of Elkins, West Virginia (“City”) has determined to obtain equipment and services for a multifunction machine in the HR Department; and,

WHEREAS, the City has received a proposed Agreement with Hart Office Solutions, LLC (copy attached) for the provision of such equipment and services; and,

WHEREAS, it appears that contracting for this service is in the best interests of the citizens of the City of Elkins; ***now, therefore, be it***

RESOLVED, that the Elkins Common Council approves this Agreement and authorizes execution of this Agreement by the Mayor, or his designee, on behalf of the City of Elkins.

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk

LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: City Of Elkins	Telephone No: 3046361414
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Billing Address: 401 Davis Ave, Elkins, WV 26241	Equipment Location (if other than Billing Address):
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EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)

Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number
1	Toshiba 4525AC		4525AC	

BASE TERM IN MONTHS 63	TOTAL NUMBER OF LEASE PAYMENTS 63 @ \$168.50 (plus taxes)	END OF LEASE PURCHASE OPTION		(a) Advance Payment: \$0.00
		☒ Fair market value, plus taxes		(b) Security Deposit: \$0.00
		☐ 10% of Equipment cost, plus taxes		(c) Documentation Fee: \$95.00
		☐ \$1.00, plus taxes		Total due a + b + c =: \$95.00

****If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.**

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. **On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.**
- DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.
- INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
- LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each day by phone and \$35 for each returned payment.
- NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
- OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
- DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
- ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
- ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. **You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.** You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
- CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
- CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**
- MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: City Of Elkins dba Elkins Police Department	Print Name: _____	Title: _____
X _____	E-Mail Address: _____	Date: _____
Lessee Authorized Signature	Tax ID Number: _____	

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. **You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.**

SIGNED X _____	Print Name: _____	E-Mail Address: _____
Accepted by: LEAF Capital Funding, LLC By: _____	Title: _____	Date: _____



State and Local Government Addendum

Reference: Application No. **1031018**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **City Of Elkins** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and

(b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: City Of Elkins	LEAF CAPITAL FUNDING, LLC
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____



Toshiba MFP Maintenance Agreement

June 11, 2025

City of Elkins HR Department
401 Davis Avenue
Elkins, WV 26241
304-636-1414

Maintenance Details for Toshiba e-Studio 4525AC Color System:

- Service and supplies are included for up to 2,500 black & white clicks per month. Excess black & white billed monthly at \$.01 per click.
- All color billed separately on a monthly basis at \$.0495 per click.
- All parts, labor, drums, toner, and developer are included.

TERMS AND CONDITIONS OF YOUR MAINTENANCE AGREEMENT

For the purpose of maintaining the equipment covered by this agreement in good operating condition within manufacturer's specifications, Hart Office Solutions agrees to perform maintenance service in accordance with the following terms and conditions.

Hart Office Solutions is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark/brother digital copier network connection breakdown. Other exclusions include, but are not limited to, customer credits or reimbursements for poor quality or wasted prints and/or credits or reimbursements for wasted paper due to poor quality prints or due to misfeeds.

The term of this agreement is based upon the anticipated customer usage as shown in the maintenance description listed above. Allowed clicks are accumulated from the meter reading on the M.A. (Maintenance Agreement) start date. Should the number of allowed clicks be exceeded, customer agrees to pay the current excess click charge for each click in excess of allowed clicks. Invoices for excess click charges will be tendered at the time of service, and shall be payable by the customer upon receipt.

Excessive toner fill usage and scans may result in additional charges above the normal CPC rate / Maintenance charge. Supplies will also be provided based on the manufacturer's listed usage rate.

Hart Office Solutions reserves the right to terminate this agreement.

This agreement covers all routine, remedial and preventative maintenance service so long as this type of coverage was purchased.

With the exception of consumable parts, all parts are included under this agreement (so long as this type of agreement was purchased).

Consumable supplies are not included under this agreement unless specified as such under the "Maintenance Description" area of this agreement.

Electrical work external to the equipment and equipment line cord is not covered by this agreement.

The initial term of the agreement shall commence on the date this agreement is signed. This agreement shall automatically renew annually, at Hart Office Solutions maintenance rates in effect at the time of renewal. Hart Office Solutions reserves the right to increase the maintenance agreement and/or overage click rates on an annual basis by an amount not to exceed 15%.

This agreement does not cover service necessitated by malfunction of parts, attachments, or supplies of non-Toshiba/Lexmark manufacture.

Any customer changes, alterations, or attachments may require a change in the maintenance charge set forth herein. Hart Office Solutions also reserves the right to terminate this agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for Hart Office Solutions to continue to service the equipment.

This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force. Any loss or damage occurring from any of the foregoing is specifically excluded from this agreement.

In the event that any equipment is moved from the location set forth on the reverse side hereof, Hart Office Solutions, may terminate and/or subject the copier to additional service charges.

This agreement is not assignable or transferable by customer without prior written consent of Hart Office Solutions.

Customer agrees OEM parts and supplies are not required provided the parts or supplies meet or exceed manufacturer's specification.

Invoice pursuant to this agreement will be tendered at the outset of each term. All charges for service and parts hereunder and all maintenance changes shall be payable by the customer immediately upon receipt of invoice. Hart Office Solutions reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement.

Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party giving written notice of such cancellation to the other party no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Hart Office Solutions may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if customer at any time is in breach of any term or condition herein contained.

This Maintenance Agreement shall be for a twelve (12) month period beginning upon installation of the new or used system or upon the signing of this agreement, whichever comes first. This non-cancelable agreement shall automatically be renewed annually at the then prevailing rates for a successive one-year term unless terminated by either party by providing written notice no less than 30 days prior to the upcoming annual term.

Supplies: All supplies and parts ordered, accepted, and received by the customer remain under the ownership of Hart Office Solutions until consumed.

Limited Remedies: At no time shall Hart Office Solutions be held liable for any damages to the network, network server or workstations. In no event shall Hart Office Solutions be liable for special, consequential, exemplary, indirect or incidental damages beyond the cost to repair or replace a defective part and maintenance service. While Hart Office Solutions endeavors to promptly address any emergency and maintain the Toshiba/Lexmark digital copier which is the subject of this agreement, Hart Office Solutions shall not be liable for any damages for any alleged failure to make repairs and/or maintain the copier including any claim that the repair or maintenance was not timely. For example, but not by the way of limitation, Hart Office Solutions is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark digital copier network connection breakdown.

Miscellaneous: This Agreement constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to maintenance of the Toshiba/Lexmark digital copier network connection and supersedes all prior and contemporaneous understandings or agreements of the parties. A signed facsimile or copy of the Agreement shall be deemed as effective as an original.

Connections to computer/networks: Connections will be performed by a Hart Office Solutions technician in conjunction with customers IT support personnel. Customer shall first provide all necessary cabling, network connections and electrical requirements for the installation. If the equipment cannot be installed and connected because of some condition within the customer's reasonable control, then a reinstallation charge shall apply. The engineer performing the installation will configure up to 5 workstations. Additional workstations will be configured at an additional charge at the prevailing rate.

Connection Waiver: If Hart Office Solutions performs the installation/connection, the customer agrees that Hart Office Solutions is responsible only for completing the installation and setup of the equipment purchased through Hart Office Solutions. Hart Office Solutions is not responsible for any changes, failures, downtime or consequential losses of the customer's network, software or computers during or after the installation.

Acceptance: Your signature will indicate your acceptance of these terms and conditions.

Customer Name (printed): City of Elkins HR Department

Date: _____

Customer Signature (acceptance): _____

Printed Name: _____

Title: _____



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 26, 2025
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1853: Reappointing John Aliveto to the Elkins Firefighter Civil Service Commission
Recommended By:	City Clerk
Summary:	Reappoints J. Aliveto to the Firefighters Civil Service Commission for a term ending Dec. 31, 2028
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. R-1853 - reappointment of J. Aliveto to the FCSC

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1853)
June 26, 2025

***Reappointment of J. Aliveto to the
Firemen's Civil Service Commission***

WHEREAS, the term of John Aliveto as a member of the Firefighters Civil Service Commission of the City of Elkins has expired; and

WHEREAS, Mr. Aliveto has served on the Commission with dedication and distinction since his initial appointment in 2010; and

WHEREAS, Mr. Aliveto has expressed his willingness to continue serving in this capacity; and

WHEREAS, the Mayor of the City of Elkins, J. Marco, recommends the reappointment of Mr. Aliveto to a new four-year term;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby reappoints John Aliveto to the Firefighters Civil Service Commission of the City of Elkins for a four-year term ending December 31, 2028.

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 26, 2025
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1854: Donation of city owned SLR camera to Elkins High School
Recommended By:	City Clerk
Summary:	This resolution authorizes the donation of a surplus Fujifilm X-S10 SLR camera and lens, valued at approximately \$700, to Elkins High School for use by its yearbook and journalism programs. The donation is made in accordance with § 31.24 of the Elkins City Code, which permits conveyance of municipal property to nonprofit organizations providing public-benefit services, and includes a reversion clause in the event the equipment ceases to be used for such purposes.
Fiscal Impact:	Camera to be donated is valued at around \$700.
Recommendation:	Consider for approval
Attachments:	1. R-1854 - Donation of city owned SLR camera to Elkins High School

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1854)

June 26, 2025

Donation of Surplus Camera to Elkins High School Under § 31.24 of City Code

WHEREAS, the City of Elkins is the owner of a Fujifilm X-S10 digital SLR camera with 18-55mm lens, a piece of equipment previously used for communications and documentation purposes; and

WHEREAS, the current estimated fair market value of the Fujifilm X-S10 and lens, based on recent resale listings, is approximately \$700; and

WHEREAS, Elkins High School, a public educational institution, has requested the donation of this camera equipment for use by its yearbook and journalism staff (see attached request letter); and

WHEREAS, the City no longer has a current operational need for the camera and lens, and the benefit to the public of enabling students to engage in media production and communication outweighs any residual value the equipment may hold for the City; and

WHEREAS, the City of Elkins Code § 31.24 allows for the conveyance of municipal property to nonprofit organizations for less than fair market value and without public auction, provided that: (1) the City lacks a current need for the property in comparison to the public benefit of the donation; and (2) the nonprofit organization demonstrates a need for the property to perform services that benefit the public and that the City could lawfully provide; and

WHEREAS, Common Council finds that Elkins High School has demonstrated such a need and that the camera donation will support student learning and public engagement, consistent with § 31.24;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Common Council of the City of Elkins hereby approves the donation of the City-owned Fujifilm X-S10 digital SLR camera and lens to Elkins High School for use by its yearbook and journalism programs.

FURTHER RESOLVED, THAT:

Said donation shall be executed by appropriate instrument (attached) and shall include a reversion clause stating that, should Elkins High School cease to use the equipment in furtherance of its educational mission or cease to provide services benefiting the public, the donated equipment shall, by operation of law, revert to and vest in the City of Elkins in accordance with § 31.24(B) of the Elkins City Code.

Attest: Sutton R. Stokes, City Clerk

Jerry A. Marco, Mayor

City Council
City of Elkins
401 Davis Avenue
Elkins, WV 26241

Dear Members of Elkins City Council,

On behalf of Elkins High School, I would like to thank you for informing us about the City of Elkins' possession of a digital SLR camera that may no longer be needed for municipal purposes. We appreciate the City's interest in finding a new home for this equipment where it can be put to meaningful use.

We are writing to formally confirm our interest in receiving the camera as a donation to Elkins High School. Our yearbook staff and students enrolled in digital media and journalism courses would benefit greatly from access to a high-quality camera. The equipment would enhance both the quality of student work and the learning experience in these programs, supporting our ongoing efforts to provide hands-on, real-world learning opportunities.

We respectfully request that the Elkins City Council approve the donation of this camera to Elkins High School. We are committed to putting the equipment to good use in support of our students' educational and creative development.

Thank you again for considering this opportunity to support our school and its programs.

Sincerely,

Madeline Hott

English & Yearbook Teacher
Elkins High School

CITY OF ELKINS, WEST VIRGINIA INSTRUMENT OF DONATION AND RECEIPT

This Instrument of Donation and Receipt is made this 25th day of June, 2025, by and between the **City of Elkins, a West Virginia municipal corporation**, with its principal offices at 401 Davis Avenue, Elkins, WV 26241 (hereinafter, the “City”), and **Elkins High School**, a public secondary educational institution operating under the Randolph County Board of Education, with an address of 100 Kennedy Drive, Elkins, WV 26241 (hereinafter, the “Recipient”).

1. DONATION OF PROPERTY

In accordance with § 31.24 of the Elkins City Code, the City hereby donates to the Recipient the following item of personal property, formerly owned and used by the City:

- **Item:** Fujifilm X-S10 digital SLR camera with lens, four battery packs, and a Wasabi Power charger
- **Estimated Fair Market Value:** \$700

This property is conveyed **without warranty of condition, as-is**, and **without exchange of funds**, for use in support of the Recipient’s educational programs, including but not limited to student yearbook and journalism activities.

2. PUBLIC PURPOSE & NEED

The Elkins Common Council has determined that:

- The City no longer has a municipal need for the above-referenced property;
- The Recipient provides services that benefit the public and that the City could lawfully provide; and
- The Recipient has demonstrated a need for the property in order to continue providing those public-benefit services.

3. REVERSION CLAUSE

In accordance with § 31.24(B) of the Elkins City Code, **title to the property shall automatically revert to and vest in the City of Elkins** in the event that the Recipient ceases to use the property in the performance of its educational or public-benefit mission. The Recipient shall not sell, transfer, or otherwise dispose of the property without written consent of the City.

4. RECEIPT

By signing below, the Recipient acknowledges receipt of the donated property described herein and agrees to the terms and conditions of this Instrument.

IN WITNESS WHEREOF, the parties have executed this Instrument as of the date first written above.

CITY OF ELKINS

By: _____

Name: Sutton Stokes

Title: City Clerk

Date: _____

ELKINS HIGH SCHOOL

By: _____

Name: _____

Title: _____

Date: _____



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 26, 2025
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1855: Approving terms and executing agreement with Methodist Church for parking space rental near the Elkins Fire Department
Recommended By:	City Clerk
Summary:	This resolution authorizes execution of a parking space rental agreement with the First United Methodist Church to accommodate City Hall personnel temporarily relocated to the Elkins Fire Department during City Hall renovations. The agreement addresses reduced availability of on-site parking for Fire Department staff.
Fiscal Impact:	\$80/month
Recommendation:	Consider for approval
Attachments:	1. R-1855 - leasing parking spaces from Methodist Church

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1855)

June 26, 2025

Agreement with First United Methodist Church for Rental of Parking Spaces

WHEREAS, certain City Hall personnel have relocated to the Elkins Fire Department during the renovation of City Hall; and

WHEREAS, these personnel are currently utilizing spaces in the Department's official parking facilities, reducing the availability of parking spaces for Department personnel; and

WHEREAS, the First United Methodist Church has agreed to lease a portion of its parking lot near the fire station for this purpose; and

WHEREAS, the terms of the proposed rental agreement (attached) have been reviewed and found to be acceptable;

NOW, THEREFORE, BE IT RESOLVED, THAT:

Common Council hereby approves the terms of the parking space rental agreement between the City of Elkins and the First United Methodist Church and authorizes the appropriate city officials to execute said agreement on behalf of the city.

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk

PARKING AGREEMENT
FIRST UNITED METHODIST CHURCH PARKING LOT

315 Kerens Avenue
Elkins, WV 26241
304-636-0660

City of Elkins, being the bearer of 4 number of parking permits, hereby agree to abide by the conditions set forth in this agreement.

First United Methodist Church, its successors, employees, members, and trustees are hereby released of any liability due to loss, damage or injury and assign that to myself or my vehicle while on the premises owned by FUMC and designated as a parking lot. The users of the parking permit agree to be legally responsible for any person accompanying him/her while on said property. The user agrees to indemnify and hold harmless the landowner for any liability incurred because of those individuals that accompany the bearer on the landowner's property.

The renting individual/company agrees to pay First United Methodist Church the sum of \$20.00 per month, per parking spot due and payable on the 1st day of each calendar month unless otherwise agreed upon by both parties. It is understood and agreed that if rent is in arrears for two months, the individual/company shall forfeit their right to parking, and this agreement shall become void. In the event of a void agreement a new agreement needs to be signed.

It is also understood and agreed that this parking permit entitles parking on weekdays only – during the business hours of 8am-5pm and does not include Saturdays and Sundays. In the event of a church funeral during the week, someone from First United Methodist Church will contact the renter as the parking lot will be unavailable to renters during that time.

This agreement begins on the date entered and shall remain in effect until surrendered by the individual/company or canceled by the landowner. The landowner may cancel the agreement at any time with a 60-day notice. Please notify FUMC if you should decide to cancel the contract and refrain from utilizing your space.

If you should find someone parked in your space, please park in one of the churches "white lined" spaces using your parking pass and contact us as soon as possible.

Signature of renting individual or company representative

City of Elkins

Company (if applicable)

Date

(304) 636-1414

Phone number

401 Davis Avenue, Elkins, WV 26241

Mailing Address

4

Number of spaces renting

Space numbers

FUMC Parkinhg Lot Diagram

Fire Department

Alley

Church
Parking

Apartment
Building

Church
Parking

Bank
Parking

Citizens
Bank

Kerens Avenue

First United Methodist Church

City of Elkins



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 26, 2025
Section:	New business
Category:	Action Item
Agenda Item Name:	Consider postponing or canceling July 17 council meeting
Recommended By:	City Clerk
Summary:	Council's regular July 3 meeting has already been postponed to July 10. Currently, the next scheduled meeting would be July 17.
Fiscal Impact:	n/a
Recommendation:	Consider postponing the July 17 meeting to July 24. Alternatively, consider canceling the July 24 meeting.
Attachments:	None