



City of Elkins

Regular Council Meeting

May 4, 2023
7:00 PM
401 Davis Avenue
Council Chamber, 2nd Floor

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 April 20, 2023.

5. Correspondence and Notifications

- a. Approved building permits
- b. Event request: Randolph County Community Arts Center Gala, May 5

6. Presentation

- a. Precision Safe Sidewalks
- b. Elkins Historic Landmarks Commission

7. Committee Reports

8. Staff reports

9. Approval of vendor invoice payments

(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.)

Vendor invoices presented for approval: April 17-28, 2023

10. New business

- a. *Resolution 1651*: Authorizing Conditions of Lease & Addendum and Maintenance Agreement between Hart Office Solutions and the City of Elkins (Municipal Court)
- b. *Resolution 1652*: Accepting conditions of agreement between Cintas and the City of Elkins, and authorizing execution of agreement
- c. *Resolution 1653*: Intradepartmental budget revisions (FY 2023 General Fund #8-17 and EFD Fund #3).
- d. *Resolution 1654*: Approve interdepartmental budget revision (FY 2023 General Fund state budget revision #3).
- e. *Ordinance 313*: Ordinance abandoning section of Riverbend Road to W. Va. DOH (final reading)

- f. *Ordinance 314*: Amending City Code Chapter 52: Sewers and Sewage (final reading)
- g. *Ordinance 315*: To consider for approval on first reading of an Ordinance of the Common Council of The City of Elkins (the “City”) which would approve and create a new tax increment financing district in the City to be known as “The City of Elkins Redevelopment District No. 1”; approve Project Plan No. 1 as approved by the West Virginia Department of Economic Development; establish a tax increment financing fund for such district; and provide for other matters in connection therewith. (First of two readings.)

11. Mayor’s comments

12. Adjournment

Proposed Minutes

ELKINS COMMON COUNCIL REGULAR COUNCIL MEETING MINUTES

***401 Davis Avenue
Council Chamber, 2nd Floor
April 20, 2023
7:00 p.m.***

Elkins Common Council met in regular session in the council chamber of city hall. Present were Mayor Jerry A. Marco; Councilpersons N.E. Bross-Fregonara, R.C. Chenoweth, M. D. Cuonzo, J.A. Guye, G.M. Hinchman, C.C. Lowther, D.C. Parker, L.S. Severino, and L.H. Vest; 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.

Cm. C.R. Griggs was absent.

MINUTES

Cm. Lowther, **MOVED APPROVAL OF THE MINUTES OF THE MEETING OF APRIL 6, 2023.** The motion carried.

Cm. Lowther, **MOVED APPROVAL OF THE MINUTES OF THE MEETING OF APRIL 18, 2023.** The motion carried.

APPROVAL OF VENDOR INVOICE PAYMENTS

Cm. 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 April 3-April 14, 2023.

NEW BUSINESS

Cm. Lowther **MOVED APPROVAL OF ORDINANCE 312: AN ORDINANCE TO AMEND AND REENACT THE RATES, RULES AND REGULATIONS FOR FURNISHING SEWER SERVICE AT ELKINS AND VICINITY, RANDOLPH COUNTY, WEST VIRGINIA BY INCREASING THE RATES CHARGED THEREFOR (FINAL READING).** The motion carried.

Cm. Hinchman **MOVED APPROVAL OF RESOLUTION 1645: RATIFICATION OF INDUSTRIAL ACCESS ROAD PROGRAM AGREEMENT BETWEEN WEST VIRGINIA DIVISION OF HIGHWAYS, RANDOLPH COUNTY DEVELOPMENT AUTHORITY, AND CITY OF ELKINS FOR ROAD WORK RELATED TO THE RCDA'S INDUSTRIAL PARK EXPANSION.** The motion carried.

Proposed Minutes

Cm. Lowther MOVED APPROVAL OF ORDINANCE 313: ORDINANCE ABANDONING SECTION OF RIVERBEND ROAD TO W. VA. DOH (FIRST OF TWO READINGS) The motion carried.

Cw. Cuonzo MOVED APPROVAL OF ORDINANCE 314: AMENDING CITY CODE CHAPTER 52: SEWERS AND SEWAGE (FIRST OF TWO READINGS). The motion carried.

Cm. Hinchman MOVED APPROVAL OF RESOLUTION 1644: AUTHORIZING CONDITIONS OF AGREEMENT BETWEEN AVERTIUM AND THE CITY OF ELKINS FOR AN IT ASSESSMENT. The motion carried.

Cm. Lowther MOVED APPROVAL OF RESOLUTION 1646: COMPENSATION INCREASE FOR POLICE CHIEF. The motion carried.

Cm. Hinchman MOVED APPROVAL OF RESOLUTION 1647: EFD FUND BUDGET REVISION (#2 FOR FY 23). The motion carried.

Cw. Guye MOVED APPROVAL OF RESOLUTION 1648: ESTABLISHING COMPENSATION RATES FOR CITY ELECTION OFFICIALS. The motion carried.

Cw. Guye MOVED APPROVAL OF RESOLUTION 1649: APPOINTING ELECTION OFFICIALS FOR THE 2023 CITY ELECTION. The motion carried.

Cm. Hinchman MOVED APPROVAL OF RESOLUTION 1650: ABSORBING INCREASES IN PEIA MEDICAL INSURANCE COSTS FOR FY 2024. The motion carried.

The meeting adjourned at 7:39 p.m.

*Approved by council at the meeting
of MONTH DAY, YEAR*

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk

Permits Issued

PERMIT	APPLICANT	LOCATION	DESCRIPTION	Value
230059	Davis & Elkins College	100 Campus Dr	New Residence Hall	14,500,000.00
230060	Bradshaw, Kelly	619 Yokum St	12' X 12' Deck	1,500.00
230061	Thomas, Taylor	107 Eleventh St	Drywall & Insulation	4,650.00
230062	Elza, Mike	2000 Livingston Ave	Pole Barn	10,000.00
230063	Knutti, John	108 Edgewater Dr	Stand-By Generator	2,000.00
230064	Kenny, Wilson	209 Ferndale Dr	Stand-By Generator	10,168.00
230065	Summerfield Asset Mgmt	1614 Taylor Ave.	Ext Door & Electric Service	2,000.00
230066	Holland Investment Group	6 Lincoln Ave	Electric Service Upgrade	1,000.00
230067	Mullen, Tom	343 & 345 Blaine Ave	Replace Roof Shingles	6,000.00
230068	Rosencrance, Barbara	222 Randolph Ave	Replace Roof Shingles	5,000.00
230069	Gallagher, Cristin	137 Guy St	Kitchen Remodel	10,000.00
230070	Nelling, Raymond	204 Bridgewater Dr	Frame & Screen in Back Porch	4,200.00
230071	Holland Investment Group LLC	326 S Randolph Ave	Upgrade Electric Wiring & Service And Plumbing	13,000.00
230072	Hospice Care Corp.	169 Diamond St	Install 2 Sump Pumps & Basement Gutter	41,382.00
230073	Coberly, Linda	624 Yokum St	Run Underground Electric Circuit	3,249.00
230074	Mastrogisueppe, Amanda	595 Harrison Ave	Install Commercial Kitchen	1,000.00
230075	Mastrogisueppe, Amanda	595 Harrison Ave	Enlarge Deck & Build Handicap Ramp	1,500.00
230076	Smith, Stephen	303 Wilson St	Replace Backyard Fence	500.00
230077	Postlethwait, Matthew	116 Buffalo St.	Demolition & Build New Garage	12,000.00
230078	Reckart, Sonny	114 High St	Add 12' X 55' Driveway	12,650.00
230079	Evans, Joshua	1519 Lavalette Ave	Privacy Fence	5,000.00
230080	Davis & Elkins College	402 Allen DR - Pres. Home	Replace Deck	82,000.00
230081	Yeager, Marvin	74 High St	Electrical Upgrade	5,000.00
230082	Belt, Ronald	240 Diamond St	Water Proof and Foundation Repair	18,422.00
230083	Thompson, Rosetta	211.5 Whiteman Ave	Roof Replacement	6,641.00
230084	Nestor Stephen	115 Conway Dr	Install Building And Fence	11,500.00
230085	Vance, Kathy	122 Second St	Install Anderson Windows	10,000.00
230086	Daft, Anthony	118 Robert E Lee Ave	Concrete Driveway	5,000.00
230087	Crosston, Donald	211 Central St	Replace Roof Shingles	15,724.00
230088	Davis, Mary	101 Wilson LN.	Build New Sunroom in Place of the Old one	6,000.00



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 4, 2023
Section:	Correspondence and Notifications
Category:	Presentation
Agenda Item Name:	Event request: Randolph County Community Arts Center Gala, May 5
Recommended By:	n/a
Summary:	FYI: Approved event request for this Friday's gala at the Arts Center.
Fiscal Impact:	n/a
Recommendation:	n/a
Attachments:	1. Art Center Event Request

**Application to Use or Close City
Streets and/or Sidewalks**

Date(s) of Event Fri May 5, 2023 Times From: 4:00 PM To: 11:00 PM

Date of Street Closing: May 5, 2023 Time of Street Closing: 4PM

Date of Street Reopening: May 5, 2023 Time of Street Reopening: 11 PM

Organization Name The Arts Center Address Two PARK Street

City/State/Zip Elkins, WV 26241 Fax _____

Contact Dan Cade Telephone 637-2355 E-mail amazingartshub@icloud.com

2nd Contact _____ Telephone _____ E-mail _____

Does the applicant have liability insurance that names the City as an additional insured? * ☒ Yes ☐ No
(*A Certificate of Insurance may be required of the applicant for this event and must be submitted to the Mayor's Office upon request.)

Explain event or reason for request: The Arts Center Annual Gala - Fundraiser, dinner, music, people eating outside by the road

Streets you are requesting to use or close – identify specific block.

Church Lane behind Arts Center			Barricade	Sidewalk
	from	to	Street	Usage
1.			<u>X</u>	<u>X</u>
2.				
3.				
4.				

Specific assistance needed from City (Parking, Police, Fire, etc.): NONE

Projected number of attendees: (0-99) ☒ (100-299) ☐ (>300)

Dan Cade
Signature of Applicant

4-18-2023
Date

TCB / 4/19/23 Police Chief Approval

MR / 4/19/23 Operations Manager Approval

_____/_____/_____
Parks Director Approval
(if necessary)

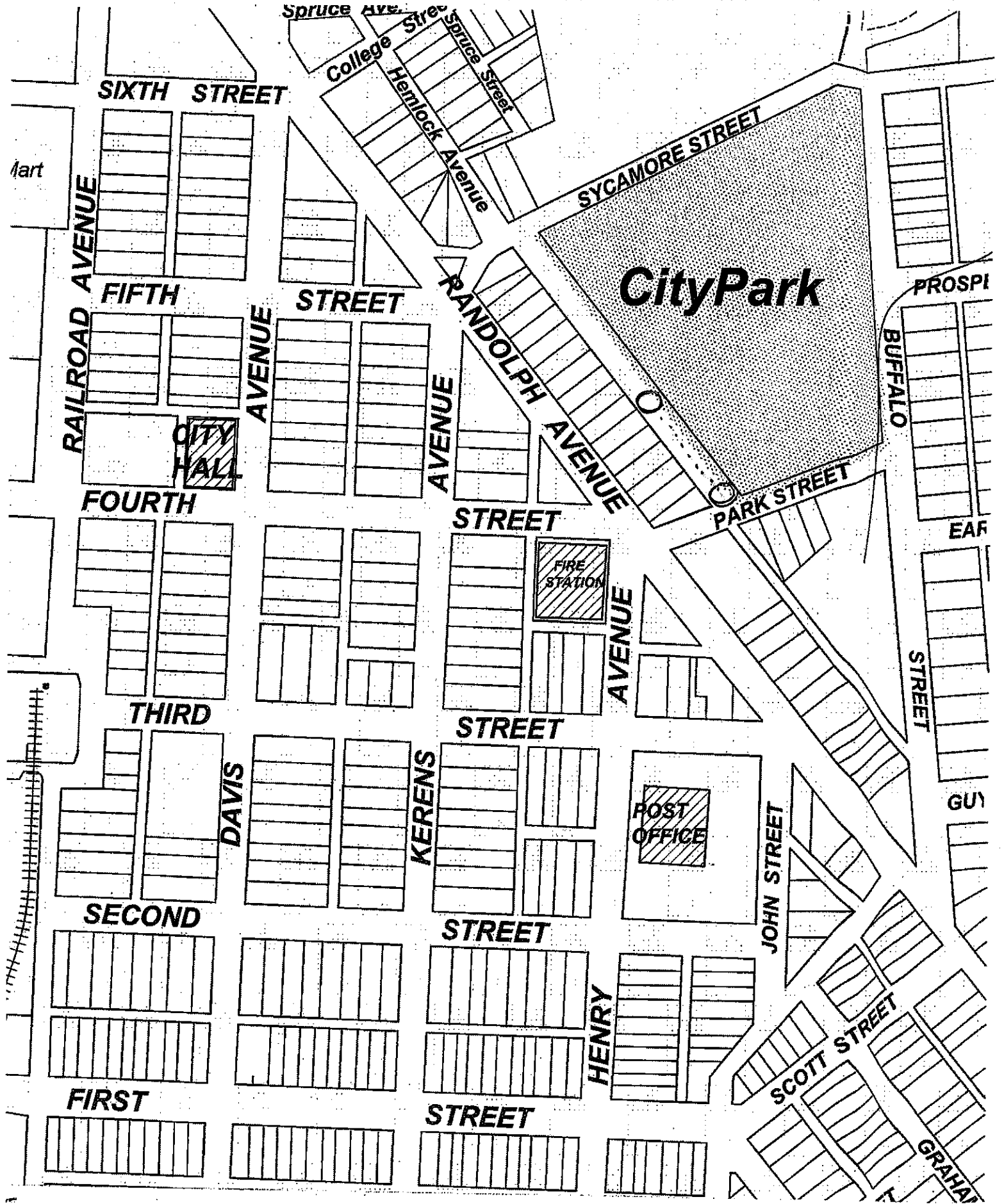
[Signature]
Mayor's Signature

4/20/2023
Date

Contingencies/Restrictions: _____

File this application at the Mayor's Office at least two months in advance of the requested event date to assure full consideration. Approval is subject to any restrictions or changes required by the City Administration, or if necessary for public safety reasons.

cc: Chief Travis Bennett, Police Department
Chief Steve Himes, Fire Department
Operations Manager Melody Himes (Interim)
City Clerk Jessica Sutton
911 Center



Event name: Annual Gala 2023

Streets:

Date/Time: May 5, 2023 4-11pm

CITY OF ELKINS
INDEMNITY, DEFENSE AND
SAVE HARMLESS AGREEMENT

(Private Sponsored Event Street Closing and/or Property)

THIS INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT is made this 18 day of April, 2023, by The Arts Center (the "Private Sponsor"), in favor of THE CITY OF ELKINS, WEST VIRGINIA (the "City"), a municipal corporation;

WHEREAS, during the 22nd Annual Gala sponsored by Private Sponsor scheduled to take place on the 5th day of May, 2023 (the "Event"), Private Sponsor desires the use of certain portions of the City's public thoroughfares and/or property for the Event, which portions are generally outlined in the Application dated April 18 2023; attached hereto.

WHEREAS, the City requires that an Indemnity, Defense, and Save Harmless Agreement be granted by any Private Sponsor in favor of the City as a condition precedent to permitting the Private Sponsor the use of the City's public thoroughfares and/or property for any purpose such as the Event.

WHEREAS, in exchange for the City permitting any Private Sponsor the use of the City's public thoroughfares and/or property for any purpose such as the Event, the City is authorized under West Virginia law to accept an Indemnity, Defense and Save Harmless Agreement in favor of the City from such Private Sponsor(s) in order to protect the City and its officers, agents, and employees;

NOW, THEREFORE: in consideration of the City's permitting Private Sponsor to use portions of the City's public thoroughfares and/or property for the Event, and other good and valuable consideration, receipt of which is hereby acknowledged, Private Sponsor herein agrees as follows:

1. Private Sponsor agrees that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to, the Event or Private Sponsor's use of the City's public thoroughfares and/or property for the Event;

2. Private Sponsor hereby agrees to obtain and provide proof of appropriate liability insurance coverage with a limit of not less than \$1,000,000.00 each occurrence. Private Sponsor shall name the City of Elkins, its agents, officers, directors, and employees, as an additional insured under said insurance policy. Private Sponsor's insurance policy shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by the City of Elkins, with respect to Private Sponsor's operations and the Event. If any applicable insurance coverage is subject to a deductible, the Private Sponsor shall be responsible for such deductible(s).

3. Private Sponsor acknowledges that this Agreement does not exempt it from any applicable permit and licensing requirements or any other laws of the City of Elkins, the State of West Virginia, and the United States of America.

4. Private Sponsor acknowledges that the permission granted by the City for Private Sponsor to use certain portions of the City's public thoroughfares and/or property for the Event is limited to the specified date(s) of the Event only and shall not extend in duration beyond the actual dates of the Event as set forth above. Notwithstanding the City's conditional grant of permission, Private Sponsor herein acknowledges and accepts the City's undisputed, inherent right, upon notice to Private Sponsor, to revoke its permission, with or without cause, for any reason, at any time. Further, if the Event and/or the use of the City's public thoroughfares and/or property continues beyond the term of the Event or beyond any revocation of permission as outlined herein, Private Sponsor understands and agrees that all other terms of this Agreement remain in full force and effect and are still binding upon Private Sponsor.

The Arts Center
IN WITNESS WHEREOF, Randolph County Community Arts Council, Inc. (private sponsor),
has caused its name to be signed hereto by Doni Cade (authorized
representative) its Director (office with or relationship to private
sponsor) thereto duly authorized.

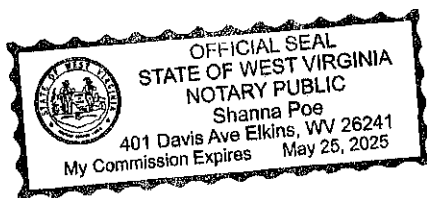
By:  (Signature)
(authorized representative)

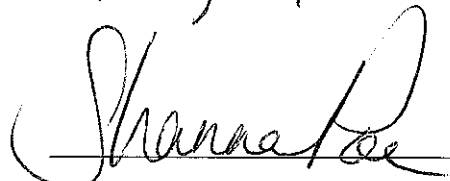
STATE OF WEST VIRGINIA,
COUNTY OF RANDOLPH, to-wit:

I, Shanna Poe, a Notary Public in and for said County and State,
do hereby CERTIFY that Doni Cade, whose name is signed to the
foregoing and hereto annexed writing, bearing date of the 18 day of April
2023, for, The Arts Center as its Director, has this
day ACKNOWLEDGED the same before me in my said County to be the act and deed of said
corporation.

Given under my hand this 18 day of April, 2023

My commission expires May 25, 2025




Notary Public



RANDCOU-06

EKEMPER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blue Ridge Risk Partners, LLC 1120 C Professional Court Hagerstown, MD 21740	CONTACT NAME:	
	PHONE (A/C, No, Ext): (301) 733-2530	FAX (A/C, No): (301) 791-1478
INSURED Randolph County Community Arts Center, Inc. 2 Park Street Elkins, WV 26241	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
10677		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		ENP 0212200	12/14/2022	12/14/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						
	☐ CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						F.L. EACH ACCIDENT \$
							F.L. DISEASE - EA EMPLOYEE \$
							F.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event on May 5, 2023.

CERTIFICATE HOLDER

CANCELLATION

City of Elkins
401 Davis Avenue
Elkins, WV 26241

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 4, 2023
Section:	Presentation
Category:	Presentation
Agenda Item Name:	Precision Safe Sidewalks
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 4, 2023
Section:	Presentation
Category:	Presentation
Agenda Item Name:	Elkins Historic Landmarks Commission
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	None

VENDOR SET: 01 Elkins
 BANK: * ALL BANKS

DATE RANGE: 4/17/2023 THRU 4/28/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02417	US Bank Corporate Payment Syst							
C-CHECK	US Bank Corporate Paymen	VOIDED V	4/20/2023			013336		18,328.09CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
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:	1 VOID DEBITS	0.00		
	VOID CREDITS	18,328.09CR	18,328.09CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	1	18,328.09CR	0.00	0.00
BANK: TOTALS:	1	18,328.09CR	0.00	0.00

VENDOR SET: 01 Elkins

BANK: ARPA America Rescue Plan Act

DATE RANGE: 4/17/2023 THRU 4/28/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00855	LMC & Associates							
I-3114	contracted services	R	4/18/2023	4,000.00		000094		
I-3152	contracted services	R	4/18/2023	187.50		000094		4,187.50
00855	LMC & Associates							
I-3159	website design & development	R	4/25/2023	4,770.83		000095		4,770.83
00874	Municipal Emergency Services I							
I-IN1859832	Gear-Firewriter	R	4/25/2023	15,661.28		000096		
I-IN1864375	Kevlar escape belt	R	4/25/2023	785.88		000096		16,447.16

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	25,405.49	0.00	25,405.49
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:	3	25,405.49	0.00	25,405.49
BANK: ARPA TOTALS:	3	25,405.49	0.00	25,405.49

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 4/17/2023 THRU 4/28/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00741	Great-West Trust Company LLC							
I-VF 202304181503	Voya	D	4/18/2023	318.00		004592		
I-VF2202304181503	Voya AT	D	4/18/2023	50.00		004592		368.00
00792	WV Consolidated Retirement Boa							
I-RTD202304031501	Retirement	D	4/18/2023	6,955.32		004593		
I-RTD202304181503	Retirement	D	4/18/2023	7,085.50		004593		14,040.82
00952	WV Consolidated Retirement Boa							
I-RTF202304031501	Retirement	D	4/18/2023	2,366.74		004594		
I-RTF202304181503	Retirement	D	4/18/2023	2,788.60		004594		
I-RTN202304031501	Retirement	D	4/18/2023	3,448.50		004594		
I-RTN202304181503	Retirement	D	4/18/2023	3,814.14		004594		12,417.98
00993	WV Consolidated Retirement Boa							
I-RT6202304031501	Retirement 6%	D	4/18/2023	7,886.29		004595		
I-RT6202304181503	Retirement 6%	D	4/18/2023	8,325.51		004595		16,211.80
02417	US Bank Corporate Payment Syst							
I-VISA Fleet33123	Visa Fleet Pmt	D	4/20/2023	18,328.09		004596		18,328.09
02417	US Bank Corporate Payment Syst							
I-VISA Stmt 33123	VISA Statement Pmy	D	4/20/2023	106,267.81		004597		106,267.81
1	CYPREXX SERVICES LLC							
I-000202304131502	US REFUND	R	4/17/2023	834.71		013288		834.71
00032	Absolute Assurance Drug Test L							
I-080529218	New Emp - L Roberts	R	4/18/2023	42.00		013289		42.00
00079	Broughton Sports							
I-T2293	Name Plate - Liz Roberts	R	4/18/2023	21.90		013290		21.90
00082	Builders Group, Inc.							
I-712922	marking wand/hose repair	R	4/18/2023	93.27		013291		93.27
00158	COE Water Depreciation Account							
C-CRCTN Wtr OM	Crctn on Acct #	R	4/18/2023	12,902.14CR		013292		
I-WTR Depr 03/2023	Water Depr 03/2023	R	4/18/2023	9,623.29		013292		
I-Water OM 03/2023	Water OM 03/2023	R	4/18/2023	12,902.14		013292		9,623.29
00238	Elkins Fordland, Inc.							
I-024782	Kit - Jet	R	4/18/2023	7.67		013293		7.67

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 4/17/2023 THRU 4/28/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00243	Elkins Randolph County Chamber							
I-Annual Dinner 2023	Annual Dinner/Awards	R	4/18/2023	550.00		013294		550.00
00468	Miss Utility of West Virginia,							
I-WV23-1174	message fees March 2023	R	4/18/2023	85.00		013295		85.00
00471	Mon Power							
I-CityPark 041223	City Park 0310-041023	R	4/18/2023	10.28		013296		
I-Park St 041223	Park St 465 0310-041023	R	4/18/2023	10.68		013296		
I-ParkSt 041223	Park St 031023-041023	R	4/18/2023	5.80		013296		26.76
00479	Amtower Auto Supply, Inc.							
I-188107/188196	parts for 2008 FD F550 SD	R	4/18/2023	97.20		013297		97.20
00483	Mountain Valley Bank							
I-1202553-21 042823	1202553-21 042823	R	4/18/2023	2,369.18		013298		2,369.18
00491	Mufflers-Brakes & More...Inc.							
I-4400-4452	exhaustsysTitan/exhaust Nissan	R	4/18/2023	502.00		013299		502.00
00498	Naylor's Ace Hardware							
I-456854	mixing oil/fittings	R	4/18/2023	49.95		013300		
I-456857	tools/spray paint	R	4/18/2023	71.18		013300		
I-456892	parts for clear well	R	4/18/2023	86.43		013300		207.56
00568	Ralston Press, Inc.							
I-92933	Bus Cards J Wagler	R	4/18/2023	61.93		013301		
I-93018	Business Cards - S Stokes	R	4/18/2023	64.19		013301		
I-93066	Bus Cards Wes Lambert	R	4/18/2023	42.37		013301		168.49
00701	Toshiba Financial Services							
I-498101732	Tosh E4515AC 0327-042723	R	4/18/2023	214.24		013302		214.24
00726	HD Supply Inc dba USA Blue Boo							
I-319177	OR Free Chlorine Reagent Set	R	4/18/2023	467.72		013303		467.72
00900	National Road Utility Supply,							
I-335111	6 Round/6 Square Shovels	R	4/18/2023	554.40		013304		554.40
01313	COE Water O & M Account							
I-Water OM 032023	Water O/M Dep 03/2023	R	4/18/2023	12,902.14		013305		12,902.14
01390	Phoenix Solutions, LLC							
I-5023	Chemicals	R	4/18/2023	7,518.25		013306		7,518.25

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 4/17/2023 THRU 4/28/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01594	Pace Analytical Services LLC							
I-2330429494	March 2023 Lab Analysis	R	4/18/2023	1,891.00		013307		
I-2330430680	Beverly Soil Samples	R	4/18/2023	925.00		013307		2,816.00
01731	Bradish Glass Inc							
I-3770	Cullet PU 4/6/23 5.8 tn	R	4/18/2023	250.00		013308		250.00
01751	COE WWTP							
I-202304034073	Backwash March 2023	R	4/18/2023	743.98		013309		743.98
01764	Marilynn Cuonzo							
I-CKREQ 041323	50 Red Spruce Plugs	R	4/18/2023	150.00		013310		150.00
01790	Crim Law Office PLLC							
I-339 Feb 2023	Municipal Ct Matters Feb 2023	R	4/18/2023	3,230.00		013311		3,230.00
01863	National Filter Media							
I-2023-F000003508	Rayza Back Upper Belt	R	4/18/2023	1,308.14		013312		1,308.14
01957	Zoro Tools, Inc.							
I-12307582	Keyways/undergrnd enclosure	R	4/18/2023	443.03		013313		
I-12322741	Motor for bicarb mixer	R	4/18/2023	186.65		013313		
I-12340322	Undergrnd Encl cover	R	4/18/2023	195.69		013313		
I-38396/40525/41516	ShopVac/GasCan/HoseClmps	R	4/18/2023	268.60		013313		1,093.97
02284	David Proudfoot							
I-CKREQ 0413	Pruning Pawpaw tree	R	4/18/2023	40.00		013314		40.00
02315	Corley Contracting & Plumbing							
I-1 041323	labor/materials bathroom addtn	R	4/18/2023	7,475.00		013315		7,475.00
02446	Dylan Ferguson							
I-BND Refund Essex	Bond Refund V Essex 23CR151	R	4/18/2023	302.00		013316		302.00
02447	Maria Bernal							
I-Refund D Pritt	Pmt for Dennis Pritt deceased	R	4/18/2023	300.00		013317		300.00
00116	Child Support Enforcement							
I-CDS202304181503	Child Support	R	4/18/2023	571.48		013318		571.48
00121	Citizens Bank of WVFP							
I-FP 202304181503	Fire Pension	R	4/18/2023	685.69		013319		685.69

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 4/17/2023 THRU 4/28/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00122	Citizens Bank of WV							
I-PP 202304181503	Police Pension	R	4/18/2023	179.62		013320		
I-PPN202304181503	Police Pension-2010 Forward	R	4/18/2023	454.41		013320		634.03
00147	COE Misc							
I-MIS202304181503	Misc Reimbursements	R	4/18/2023	516.91		013321		516.91
00150	COE Payroll							
I-T1 202304181503	Federal Withholding	R	4/18/2023	13,393.59		013322		13,393.59
00151	COE Payroll							
I-T3 202304181503	FICA	R	4/18/2023	14,111.42		013323		
I-T4 202304181503	Medicare	R	4/18/2023	4,885.36		013323		18,996.78
00152	COE Payroll							
I-T2 202304181503	State Withholding	R	4/18/2023	5,591.00		013324		5,591.00
00203	Davis Trust Company							
I-CC 202304181503	Employee Christmas Club	R	4/18/2023	2,510.00		013325		2,510.00
00747	Washington National Insurance							
I-WN 202304181503	Washington National Insurance	R	4/18/2023	726.43		013326		726.43
00837	COE Payroll Reimbursement							
I-001202304181503	Payroll Reimbursement	R	4/18/2023	53,647.44		013327		
I-006202304181503	Payroll Reimbursement	R	4/18/2023	5,265.68		013327		
I-036202304181503	Payroll Reimbursement	R	4/18/2023	17,972.97		013327		
I-400202304181503	Payroll Reimbursement	R	4/18/2023	20,546.12		013327		
I-401202304181503	Payroll Reimbursement	R	4/18/2023	14,819.91		013327		
I-404202304181503	Payroll Reimbursement	R	4/18/2023	10,919.26		013327		123,171.38
01885	Colonial Life							
I-CL 202304181503	Colonial Life-AT	R	4/18/2023	112.10		013328		
I-CLP202304181503	Colonial Life-PT	R	4/18/2023	52.52		013328		164.62
00006	AFLAC							
I-AF 202304031501	Aflac-After Tax Ins	R	4/18/2023	78.71		013329		
I-AF 202304181503	Aflac-After Tax Ins	R	4/18/2023	78.71		013329		
I-AFL202304031501	Aflac Insurance	R	4/18/2023	68.68		013329		
I-AFL202304181503	Aflac Insurance	R	4/18/2023	68.68		013329		294.78
00242	Elkins Professional Firefighte							
I-EPP202304031501	Elkins Professional FF	R	4/18/2023	90.00		013330		
I-EPP202304181503	Elkins Professional FF	R	4/18/2023	90.00		013330		180.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 4/17/2023 THRU 4/28/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00591	Retiree Health Benefit Trust F							
I-RHB202304181503	Retiree Health Benefit Trust	R	4/18/2023	4,900.00		013331		
I-RHBT 04/2023	Retirees 04/2023	R	4/18/2023	1,598.42		013331		6,498.42
00787	WV Bureau of Employment Progra							
I-SUV202304031501	State Unemployment-Vol Fire	R	4/18/2023	38.07		013332		38.07
00805	FBMC							
I-MFB202304031501	Mt. Flex Benefit	R	4/18/2023	1,636.84		013333		
I-MFB202304181503	Mt. Flex Benefit	R	4/18/2023	1,626.14		013333		3,262.98
00810	WV Public Employee Insurance A							
I-BL 202304181503	Basic Life Benefit	R	4/18/2023	167.20		013334		
I-BL1202304181503	Basic Life Benefit +	R	4/18/2023	1.14		013334		
I-DL 202304031501	Dependent Life	R	4/18/2023	86.00		013334		
I-DL 202304181503	Dependent Life	R	4/18/2023	86.00		013334		
I-HPA202304031501	Ins-Health Plan A	R	4/18/2023	719.00		013334		
I-HPA202304181503	Ins-Health Plan A	R	4/18/2023	719.00		013334		
I-HPB202304031501	Ins-Health Plan B	R	4/18/2023	462.00		013334		
I-HPB202304181503	Ins-Health Plan B	R	4/18/2023	462.00		013334		
I-ICA202304031501	Ins - Emp/Child-Plan A	R	4/18/2023	917.00		013334		
I-ICA202304181503	Ins - Emp/Child-Plan A	R	4/18/2023	917.00		013334		
I-ICB202304031501	Ins- Emp/child - Plan B	R	4/18/2023	795.00		013334		
I-ICB202304181503	Ins- Emp/child - Plan B	R	4/18/2023	795.00		013334		
I-IFA202304031501	Ins - Family - Plan A	R	4/18/2023	12,936.00		013334		
I-IFA202304181503	Ins - Family - Plan A	R	4/18/2023	12,936.00		013334		
I-IFB202304031501	Ins - Family - Plan B	R	4/18/2023	5,126.00		013334		
I-IFB202304181503	Ins - Family - Plan B	R	4/18/2023	5,126.00		013334		
I-IFD202304031501	Ins-Fam-Plan B - Post Tax	R	4/18/2023	466.00		013334		
I-IFD202304181503	Ins-Fam-Plan B - Post Tax	R	4/18/2023	466.00		013334		
I-ISA202304031501	Ins - Single - Plan A	R	4/18/2023	3,532.50		013334		
I-ISA202304181503	Ins - Single - Plan A	R	4/18/2023	3,532.50		013334		
I-ISB202304031501	Ins-Single - Plan B	R	4/18/2023	2,496.00		013334		
I-ISB202304181503	Ins-Single - Plan B	R	4/18/2023	2,496.00		013334		
I-OL 202304031501	Optional Life	R	4/18/2023	350.15		013334		
I-OL 202304181503	Optional Life	R	4/18/2023	350.15		013334		
I-TOF202304031501	Tobacco Surcharge Family	R	4/18/2023	375.00		013334		
I-TOF202304181503	Tobacco Surcharge Family	R	4/18/2023	375.00		013334		
I-TOS202304031501	Tobacco Surcharge Single	R	4/18/2023	162.50		013334		
I-TOS202304181503	Tobacco Surcharge Single	R	4/18/2023	162.50		013334		57,014.64
02340	West Virginia State Tax Depart							
I-GAR202304031501	Garnishment - DI# 614946	R	4/18/2023	61.00		013335		
I-GAR202304181503	Garnishment - DI# 614946	R	4/18/2023	61.00		013335		122.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 4/17/2023 THRU 4/28/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02417	US Bank Corporate Payment Syst							
I-VISAFleet 33123	Visa Fleet Pmt	V	4/20/2023	18,328.09		013336		18,328.09
02417	US Bank Corporate Payment Syst							
M-CHECK	US Bank Corporate PaymenVOIDED	V	4/20/2023			013336		18,328.09CR
00047	Truist Governmental Finance							
I-00004 042723	9948000234-04 042723	R	4/25/2023	2,256.75		013337		2,256.75
00119	CIT Technology Finance Serv, I							
I-42179708	Kyocera 050623	R	4/25/2023	52.50		013338		52.50
00154	COE Sanitation							
I-202304174162	Hauling/Tipping Fee	R	4/25/2023	364.82		013339		
I-202304174164	Hauling/Tipping Fee	R	4/25/2023	332.67		013339		697.49
00202	Davis Trust Company							
I-DD Fees	Direct Deposit Fees	R	4/25/2023	250.00		013340		250.00
00591	Retiree Health Benefit Trust F							
I-RChen 04/2023	RChenoweth April 2023	R	4/25/2023	70.00		013341		70.00
00628	Seneca Designs							
I-45011	special response sign	R	4/25/2023	35.00		013342		35.00
00714	WORKFORCE West Virginia							
I-1Qtr 2023	Sanson/Harman/Harsh UC	R	4/25/2023	881.78		013343		881.78
00805	FPMC							
I-RChen 04/2023	RChemoweth April 2023	R	4/25/2023	52.54		013344		52.54
00810	WV Public Employee Insurance A							
I-RChen 04/2023	RChenoweth Health/Life 4/2023	R	4/25/2023	1,079.76		013345		1,079.76
01011	In-Synch Systems, LLC							
I-6212	Court Citations Interface	R	4/25/2023	655.00		013346		655.00
01390	Phoenix Solutions, LLC							
I-5032	chemicals	R	4/25/2023	2,454.00		013347		2,454.00
01445	Linda Silva							
I-Reim 041923	Reimb Mulch	R	4/25/2023	275.00		013348		275.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 4/17/2023 THRU 4/28/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01449	Dodson Pest Control							
I-231731020342	Darden House pest control 3/23	R	4/25/2023	60.00		013349		60.00
01790	Crim Law Office PLLC							
I-335 01/2023	Sanitary Board 01/2023	R	4/25/2023	1,170.00		013350		
I-340 02/2023	Sanitary Board 02/2023	R	4/25/2023	460.00		013350		
I-345 03/2023	City Attny Serv 03/2023	R	4/25/2023	7,220.00		013350		
I-346	Municipal Ct Matters 03/2023	R	4/25/2023	4,560.00		013350		13,410.00
01833	P3 Cost Analysts							
I-18049	Merchant acct sav 03/2023	R	4/25/2023	361.16		013351		361.16
02277	Vigilant Custom Creations							
I-032	Motorola radio for cruiser	R	4/25/2023	6,500.00		013352		
I-033	Motorola XTS 2500 Radio	R	4/25/2023	800.00		013352		7,300.00
02336	GAI Consultants							
I-2187083	Prof Services through 3/25/23	R	4/25/2023	1,800.00		013353		1,800.00
02411	Zurich Insurance							
I-1074431	Deductible 9410719029	R	4/25/2023	2,486.69		013354		2,486.69
02450	Samantha Ferguson							
I-BRoberts BndRfnd	Beau Roberts 23CR158 Refund	R	4/25/2023	302.00		013355		302.00
02451	DataMax Corporation							
I-15310	03/01/23-03/31/23	R	4/25/2023	338.84		013356		338.84

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	68		341,514.27	0.00	323,186.18
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	6		167,634.50	0.00	167,634.50
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	18,328.09CR	18,328.09CR	0.00	

TOTAL ERRORS: 0

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: Pool TOTALS:	74		490,820.68	0.00	490,820.68
BANK: Pool TOTALS:	74		490,820.68	0.00	490,820.68
REPORT TOTALS:	77		516,226.17	0.00	516,226.17

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 4/17/2023 THRU 4/28/2023
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:	May 4, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	<i>Resolution 1651:</i> Authorizing Conditions of Lease & Addendum and Maintenance Agreement between Hart Office Solutions and the City of Elkins (Municipal Court)
Recommended By:	City attorney
Summary:	Same printer lease and maintenance agreement in use in multiple other city departments.
Fiscal Impact:	63 monthly lease payments of \$98.50. Equipment maintenance included. IT support billed by the hour.
Recommendation:	Approve lease agreement with Hart Office for Municipal Court
Attachments:	1. hart agreement - muni court - 2023 2. R-1651 - Hart Office agreement for Municipal Court

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	
Billing Address: 401 Davis Ave, Elkins, WV 26241		Equipment Location (if other than Billing Address): 401 Davis Ave, Elkins, WV 26241	
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)			
Unit Quantity 1	Description of Equipment Leased Toshiba 478S	Make and Type	Model Number 478S
BASE TERM IN MONTHS 63	TOTAL NUMBER OF LEASE PAYMENTS 63 @ \$98.50 (plus taxes)	END OF LEASE PURCHASE OPTION	
		☒ Fair market value, plus taxes	
		☐ 10% of Equipment cost, plus taxes	
		☐ \$1.00, plus taxes	
(FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)		(a) Advance Payment: \$0.00	
		(b) Security Deposit: \$0.00	
		(c) Documentation Fee: \$95.00	
		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:

1. 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.**

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.**

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. 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.

14. 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		Print Name: _____	Title: _____
X _____		E-Mail Address: BJONES@CITYOFELKINSWV.COM	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 <i>Bob Jones</i>		Print Name: <i>Bob Jones</i>	E-Mail Address: <i>bjones@cityofelkins.com</i>
Accepted by: LEAF Capital Funding, LLC By: _____		Title: _____	Date: _____

State and Local Government Addendum

Reference: **Application No. 814063**

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: _____	By: _____
Print _____	Print _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Toshiba MFP Maintenance Agreement

April 25, 2023

City of Elkins Court Clerk
401 Davis Avenue
Elkins, WV 26241
304-636-1414

Maintenance Details for New Toshiba e-Studio 478S B&W System:

- Service and supplies are included in the lease for up to 2,000 b&w clicks per month. Excess, if applicable, billed monthly at \$.01 per click.
- *All parts, labor, and toner are included.*
- IT Support included for the first 30 days after installation.
- After 30 days, IT Support is available at an additional cost. IT Support can be purchased in hourly blocks at discounted rates or be billable at the standard hourly rate. If interested in learning more about Hart Office Solutions Managed IT Services Agreements, please contact us for a free analysis and a customized quote.

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 Court Clerk

Date: _____

Customer Signature (acceptance): _____

Printed Name: _____

Title: _____

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1651)
May 4, 2023

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

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



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 4, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	<i>Resolution 1652: Accepting conditions of agreement between Cintas and the City of Elkins, and authorizing execution of agreement</i>
Recommended By:	M. Kesecker
Summary:	Revision of current Cintas contract, replacing short sleeve button-up shirts with safety T-shirts
Fiscal Impact:	\$0.15 per shirt
Recommendation:	Council approves revision of the current contract
Attachments:	1. R-1652 Cintas uniform agreement 2. City of Elkins - Operations - Cintas contract 3. Cintas Contract - Addendum - Operations

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1652)
May 4, 2023

***Accepting Conditions of Agreement between Cintas
and the City of Elkins, and Authorizing Execution of Agreement***

WHEREAS, The City of Elkins, West Virginia (“City”) has previously determined to obtain services for uniform supply and cleaning services; and,

WHEREAS, the City has received a proposed Agreement and Agreement Addendum with Cintas (copy attached) for the provision of such services; and,

WHEREAS, it appears that contracting for these goods and services is in the best interests of the citizens of the City of Elkins;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby accepts the terms of and authorizes execution of the Agreement and Agreement Addendum with Cintas and authorizes execution of the same by the Mayor on behalf of the City of Elkins.

Jerry Marco, Mayor

Attest:

Sutton Stokes, City Clerk



FACILITIES SOLUTIONS AGREEMENT

Location No. _____

Contract No. _____

Customer No. _____

Main Corporate Code → **New CC 13218**

Customer/Participating Agency _____ Date _____
 Phone _____

Address _____ City _____ State _____ Zip _____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ _____ ea • Company Emblem \$ _____ ea
- Customer Emblem \$ _____ ea • Embroidery \$ _____ ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ _____ per delivery.
- Make-Up charge \$ _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ _____ per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ _____
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

*Indicated bundled items/services

- ____ ☐ _____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____
- ____ ☐ _____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date _____ customer.
- ____ ☐ _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date _____ direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase
all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: _____ CUSTOMER:
Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



Cintas Addendum:

This addendum is in accordance with The Operations Department of City of Elkins.
This addendum is tied to account # 210486113. This addendum is for the
locations listed below.

City of Elkins – City Hall
401 Davis Ave.
Elkins, WV 26241

City of Elkins – Sanitation
917 S. Railroad Ave.
Elkins, WV 26241

City of Elkins – Street Department
1 Baxter Street
Elkins, WV 26241

City of Elkins
3 Baxter Street
Elkins, WV 26241

Customer Signature:

Date:



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 4, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	<i>Resolution 1653:</i> Intradepartmental budget revisions (FY 2023 General Fund #8-17 and EFD Fund #3).
Recommended By:	Administrative officers
Summary:	Budget revisions within various departments. Fund 001, #8 thru #17 Fund 036, #3
Fiscal Impact:	Shifts already budgeted funds inside departments with no net change to FY 2023 budget.
Recommendation:	Approve budget revisions.
Attachments:	1. R-1653 - Intradepartmental budget revisions (FY 2023 General Fund #8-17 and EFD Fund #3) 2. Intradepartmental Budget Revisions 8-17

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1653)
May 4, 2023

***Resolution to Approve Intradepartmental Budget Revisions for
FY 2023: General Fund Budget Revisions #8-17 and EFD Fund Budget Revision #3***

WHEREAS, the City of Elkins has previously prepared and submitted its Budget for the Fiscal Year 2023; and,

WHEREAS, it has become necessary to make a revision to said Budget; and,

WHEREAS, FY 2023 General Fund Budget Revisions 8-17 and FY 2023 EFD Fund Budget Revision 3 (copies attached) transfer funds as shown;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Common Council of the City of Elkins hereby approves FY 2023 General Fund Budget Revisions 8-17 and FY 2023 EFD Fund Budget Revision 3.

Jerry Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk

Agenda Item Report

Meeting Date	May 1, 2023
Agenda Item Name	Intradepartmental Budget Revisions
Recommended by	Administrative Officers
Summary	Moving funds within department
Fiscal Impact	\$0.00
Attachments	Fund 001, #7 thru #16 Fund 036, #3
Recommendation	Recommend to Council

General Fund Budget Revision

Revision Number 8

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	415-City Clerk	105-0000 Group Insurance	\$5,100.00
TOTAL			\$5,100.00

Department	Transfer To/Description	Amount
415-City Clerk	108-0000 Overtime	\$100.00
	230-0000 Contracted Services	\$5,000.00
		\$5,100.00

SOS

General Fund Budget Revision

Revision Number 9

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	410-Council	101-0000 Official's Salary	\$1,800.00
		106-0000 Retirement	\$860.00
		214-0000 Travel	\$853.00
		221-0000 Training & Education	\$109.00
TOTAL			\$3,622.00

Department	Transfer To/Description	Amount
410-Council	105-0000 Group Insurance	\$1,292.00
	222-0000 Dues & Subscriptions	\$990.00
	230-0000 Contracted Services	\$1,255.00
	341-0000 Supplies & Materials	\$85.00
		\$3,622.00

SRS

General Fund Budget Revision

Revision Number 10

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	409-Mayor	211-0000 Telephone	\$500.00
TOTAL			\$500.00

Department	Transfer To/Description	Amount
409-Mayor	341-0000 Supplies & Materials	\$500.00
		\$500.00

George A. Manno

General Fund Budget Revision

Revision Number 11

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	700-Police	103-0000 Salary & Wages	\$50,000.00
		105-0000 Group Insurance	\$40,000.00
		106-0000 Retirement	\$19,000.00
			\$3,498.00
TOTAL			\$112,498.00

Department	Transfer To/Description	Amount
700-Police	108-0000 Overtime	\$53,000.00
	211-0000 Telephone	\$5,800.00
	214-0000 Travel	\$1,000.00
	218-0000 Postage	\$300.00
	220-0000 Advertising	\$200.00
	222-0000 Dues & Subscriptions	\$1,600.00
	233-0000 Investigative Expenses	\$500.00
	240-0000 Refunds & Reimbursements	\$100.00
	343-0000 Automobile Supplies	\$23,998.00
	459-0000 Capital Outlay Equipment	\$26,000.00
		\$112,498.00

General Fund Budget Revision

Revision Number 12

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	436-Building Inspector	105-0000 Group Insurance	\$1,000.00
		459-0000 Capital Outlay Equipment	\$100.00
TOTAL			\$1,100.00

Department	Transfer To/Description	Amount
436-Building Inspector	104-0000 FICA Expense	\$500.00
	106-0000 Retirement	\$400.00
	108-0000 Overtime	\$200.00
		\$1,100.00

MK

General Fund Budget Revision

Revision Number 13

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	566-Public Works	103-0000 Salary & Wages	\$1,500.00
TOTAL			\$1,500.00

Department	Transfer To/Description	Amount
566-Public Works	222-0000 Dues & Subscriptions	\$500.00
	226-0000 G/L Insurance & Bonds	\$1,000.00
		\$1,500.00

MK

General Fund Budget Revision

Revision Number 14

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	754-Central Garage	459-0000 Capital Outlay Equipment	\$10,700.00
TOTAL			\$10,700.00

Department	Transfer To/Description	Amount
754-Central Garage	211-0000 Telephone	\$1,000.00
	213-0000 Utilities	\$4,500.00
	222-0000 Dues & Subscriptions	\$400.00
	230-0000 Contracted Services	\$200.00
	341-0000 Supplies & Materials	\$2,000.00
	343-0000 Automobile Supplies	\$2,000.00
	345-0000 Uniforms	\$600.00
		\$10,700.00

General Fund Budget Revision

Revision Number 15

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	750-Streets	213-0000 Utilities	\$20,000.00
		230-0000 Contracted Services	\$40,000.00
TOTAL			\$60,000.00

Department	Transfer To/Description	Amount
750-Streets	103-0000 Salary & Wages	\$33,000.00
	211-0000 Telephone	\$2,000.00
	343-0000 Automobile Supplies	\$20,000.00
	458-0000 Capital Outlay Improveme	\$5,000.00
		\$60,000.00

General Fund Budget Revision

Revision Number 16

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	433-Custodial	105-0000 Group Insurance	\$10,440.00
		216-0000 Maint of Equipment	\$3,360.00
TOTAL			\$13,800.00

Department	Transfer To/Description	Amount
433-Custodial	103-0000 Salary & Wages	\$12,000.00
	104-0000 FICA Expense	\$600.00
	106-0000 Retirement	\$800.00
	345-0000 Uniforms	\$400.00
		\$13,800.00

General Fund Budget Revision

Revision Number 17

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	416-Municipal Judge	105-0000 Group Insurance	\$9,640.00
TOTAL			\$9,640.00

Department	Transfer To/Description	Amount
416-Municipal Judge	212-0000 Printing	\$60.00
	235-0000 Remittance Fee Collected	\$3,640.00
	240-0000 Refunds & Reimbursements	\$500.00
	353-0000 Computer Software	\$5,440.00
		\$9,640.00





CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 4, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	<i>Resolution 1654: Approve interdepartmental budget revision (FY 2023 General Fund state budget revision #3).</i>
Recommended By:	Treasurer
Summary:	See attache
Fiscal Impact:	Shifts already budgeted funds between departments with no net change to FY 2023 budget.
Recommendation:	Approve budget revision.
Attachments:	1. R-1654 - approval of budget revision 2023-001-03 (WVSAO) 2. State Budget Revision - FY-03

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV
A RESOLUTION OF COMMON COUNCIL

(#1654)
May 4, 2023

Resolution to Approve Budget Revisions for Fiscal Year 2023

At a regular session of the Elkins Common Council, held May 4, 2023, the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) of the City of Elkins. The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices the Elkins Common Council does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on State Auditor Budget Revision 3, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by Cm. [REDACTED], and duly seconded by Cm. [REDACTED], the vote thereon was as follows:

N. Bross-Fregonara		C. Griggs		L. Severino	
R. Chenoweth		M. Hinchman		L. Vest	
M. Cuonzo		C. Lowther		Mayor J. Marco (in case of tie)	n/a
J. Guye		D. Parker			

WHEREUPON: Mayor Marco declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the Elkins City Clerk is authorized to fix his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

Jerry Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk

Agenda Item Report

Meeting Date	May 1, 2023
Agenda Item Name	State Budget Revision #3
Recommended by	Tracy Judy
Summary	Increase B&O revenues by \$216,201. Increasing departments as follows: Mayor \$5,000 for travel and supplies/materials Treasurer \$14,000 for wages, retirement, travel, contracted services Clearing/Demolition \$1,357 for RADPP Grant-Crim Law City Hall \$100,000 for utilities, maint. of bldg./grounds, GL & WC insurance, contracted services, bank charges, computer software Other Buildings \$15,000 for utilities, contracted services, supplies/materials Dog Warden/Humane Society \$1,000 for supplies/materials Visitor's Bureau \$30,000 for Depot Welcome Center add'l. tax allocation PGCC \$20,000 for maint. of bldgs./grounds, capital outlay-gym floor Beautification \$28,500 for contracted services/supplies & materials Human Resources \$1,336 for supplies & materials
Fiscal Impact	\$216,201
Attachments	State Budget Revision #3
Recommendation	Recommend to Council

Ora Ash, Deputy State Auditor
West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26301
Phone: 627-2415 ext. 5114
Fax: 304-340-5090
Email: lgs@wvsao.gov

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists.
(\$ 11-8-26a)

CONTROL NUMBER

Fiscal Year Ending **2023**Fund: **1**Revision Number: **3**Pages: **1 of 1**

City of Elkins

GOVERNMENT ENTITY

Person To Contact Regarding Request:

Name: **Tracy Judy**Phone: **304-636-1414, ext 1317**Fax: **304-635-7135**Email: **tjudy@cityofelkinswv.com**401 Davis Ave.
STREET OR PO BOX

Elkins

CITY

26241

ZIP CODE

Municipality

Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
305	Business and Occupation Tax	1,305,000	216,201		1,521,201
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

216,201

Explanation for Account # 378, Municipal Specific:

Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
409	Mayor's Office	30,310	5,000		35,310
413	Treasurer's Office	326,595	14,000		340,595
429	Clearing	44,771	1,357		46,128
440	City Hall	500,875	100,000		600,875
441	Other buildings	5,000	15,000		20,000
707	Dog Warden/Humane Society	7,000	1,000		8,000
901	Visitors Bureau	80,050	30,000		110,050
910	Civic Center - Municipal Auditorium	135,700	20,000		155,700
950	Beautification Programs	40,415	28,508		68,923
955	Human Resources		1,336		1,336

NET INCREASE/(DECREASE) Expenditures

216,201

APPROVED BY THE STATE AUDITOR

BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE
OF ENTITY

APPROVAL
DATE

ORDINANCE 313

AN ORDINANCE ABANDONING A SECTION OF RIVERBEND ROAD TO WEST VIRGINIA DIVISION OF HIGHWAYS

WHEREAS, the Common Council has adopted Resolution 1645 ratifying an Agreement between the West Virginia Division of Highways, Randolph County Development Authority (RCDA) and the City of Elkins concerning road work for RCDA's expansion of the Industrial Park; and

WHEREAS, as part of the Agreement the City has agreed to transfer to the West Virginia Division of Highways by a special warranty deed what is known as Riverbend Park Road between CR 219/34 and the intersecting point of the proposed new roadway to be constructed as part of this project without compensation to the City; and

WHEREAS, the RCDA will furnish copies to the City of a legal description and survey plat in order for the City to transfer the exact portions of the City's rights of way that are part of this project; and

NOW, THEREFORE, BE IT ORDAINED AND ENACTED that the Common Council authorizes Mayor Marco to sign a special warranty deed describing the exact portions of rights of way to transfer upon the approval of the City Attorney and the West Virginia Board of Public Works.

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 the date of its final adoption.

PASSED AND APPROVED ON THE FIRST READING: _____, 2023.

PASSED AND APPROVED ON THE SECOND AND FINAL READING: _____, 2023.

Jerry A. Marco, Mayor

Attest:

ORDINANCE 313

1

Sutton Stokes, City Clerk

ORDINANCE 303

2

ORDINANCE 314

AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA, AMENDING CITY CODE, CHAPTER 52, SEWERS AND SEWAGE

WHEREAS, the Common Council previously adopted ordinances which are reflected in City Code Chapter 52, Sewers and Sewage; and

WHEREAS, subsequent to the passage of these ordinances, the Common Council voted to change the Organizational Chart for the various departments within the City; and

WHEREAS, the Common Council voted to take the supervision and management of the sewers, sewer works and sewer treatment out of the Operations Department and place the control under the supervision and management of the Wastewater Superintendent /Chief Operator; and

WHEREAS, Chapter 52: Sewers and Sewage needs to be amended to reflect the changes in the Organizational Chart; and

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

NOW THEREFORE BE IT ORDAINED AND ENACTED by the Common Council that City Code, Chapter 52, Sewers and Sewage be amended and shall read as follows:

CHAPTER 52: SEWERS AND SEWAGE

Section

General Provisions

- 52.01 Definitions
- 52.02 Unsanitary discharges
- 52.03 Private sewage disposal systems
- 52.04 Building sewer permits
- 52.05 Prohibited discharges
- 52.06 Tampering with equipment
- 52.07 Authorized employees permitted to enter premises
- 52.08 Rates; schedule

Sanitary Board

- 52.25 Established; composition; qualifications, appointment and term of members; vacancies
- 52.26 Eligibility of city personnel
- 52.27 Officers and by-laws
- 52.28 Compensation of members and allowances for expenses; bond of Treasurer
- 52.29 Authority as to supervision and control of sewerage system
- 52.30 Statutory authority of Board
- 52.99 Penalty

Cross-reference:

Garbage, refuse and weeds generally, see Ch. 50

Grades and elevations generally, see §§ 10.08 through 10.12

Obstructing, changing or diverting streams, sewers, drains and the like, see § 130.021

Water generally, see Ch. 51

Statutory reference:

Authority of city to establish and maintain a sewer system and sewage treatment and disposal system and to acquire property necessary therefor, see W.Va. Code §§ 8-12-5(32), (33), 8-18-1, 16-13-1

Authority of city to levy assessments for sewer improvements, and to regulate sewer connections, see W.Va. Code §§ 8-18-1 et seq.

Authority of city to make low cost improvements, including construction, repairing and the like, storm, sanitary and combined sewers, see W.Va. Code §§ 8-17-1 et seq.

Authority of city to require certain properties to be connected to public sewer, see W.Va. Code § 8-18-22

Extraterritorial jurisdiction of city for purposes of this chapter, see W.Va. Code §§ 8-12-5(43) and 8-12-19

Municipal sewage works and sanitary districts, see W.Va. Code §§ 16-13-1 et seq.

GENERAL PROVISIONS

§ 52.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BOD (BIOCHEMICAL OXYGEN DEMAND). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C., expressed in milligrams per liter.

BUILDING DRAIN. That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (one and one-half meters) outside the inner face of the building wall.

BUILDING SEWER. The extension from the building drain to the public sewer or other place of disposal.

COMBINED SEWER. A sewer receiving both surface runoff and sewage.

GARBAGE. Solid wastes from the domestic and commercial prepared cooking and dispensing of food, and from the handling, storage and sale.

INDUSTRIAL WASTES. The liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

NATURAL OUTLET. Any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

PERSON. Any individual, firm, company, association, society and corporation.

pH. The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

PROPERLY SHREDDED GARBAGE. The wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle, greater than one-half inch (1.27 centimeters) in any dimension.

PUBLIC SEWER. A sewer in which all owners of abutting properties have equal rights and is controlled by public authority.

SANITARY SEWER. A sewer which carries sewage and to which storm, surface and groundwaters are not intentionally admitted.

SEWAGE. A combination of the water-carried wastes from residents, business buildings, institutions, and industrial establishments, together with such ground, surface, and stormwaters as may be present.

SEWAGE TREATMENT PLANT. Any arrangement of devices and structures used for treating sewage.

SEWAGE WORKS. All facilities for collecting, pumping, treating and disposing of sewage.

SEWER. A pipe or conduit for carrying sewage.

SLUG. Any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration or flows during normal operation.

STORM DRAIN (STORM SEWER). A sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted water.

SUPERINTENDENT. The Wastewater Superintendent/Chief Operator for the city.

SUSPENDED SOLIDS. Solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

WATERCOURSE. A channel in which a flow of water occurs, either continuously or intermittently.

(Ord. 262, passed 8-15-2019)

§ 52.02 UNSANITARY DISCHARGES.

(A) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the city, or in any area under the jurisdiction of said city, any human or animal excrement, garbage, or objectionable waste.

(B) It shall be unlawful to discharge to any natural outlet within the city, or in any part under the jurisdiction of said city, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provision of this chapter.

(C) Except a hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

(D) The owner of all houses, buildings, or properties used for human employment, recreation, or other purposes, situated within the city and abutting on any street, alley, or rights-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the city, is hereby required at his or her expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public service in accordance with the provisions of this chapter, within 90 days after date of official notice to do so, provided that said public sewer is within 100 feet of the property line.

(Ord. 262, passed 8-15-2019) Penalty, see § 52.99

§ 52.03 PRIVATE SEWAGE DISPOSAL SYSTEMS.

(A) Where a public sanitary or combined sewer is not available under the provisions of § 52.02(D) of this chapter, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this section.

(B) Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit signed by the Wastewater Superintendent/Chief Operator. The application for such permit shall be made on a form furnished by the city, which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the Wastewater Superintendent/Chief Operator. A permit and inspection fee shall be paid to the city at the time the application is filed according to the current fee schedule approved by the Sanitary Board.

(C) A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Wastewater Superintendent/Chief Operator. He or she shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Wastewater Superintendent/Chief Operator when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within 48 hours of the receipt of notice by the Wastewater Superintendent/Chief Operator.

(D) The type, capacities, location, and layout of a private sewage disposal system shall comply with all recommendations of the State Department of Public Health. No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than 14,400 square feet. No septic tank or cesspool shall be permitted to discharge to any outlet.

(E) At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in § 52.02(D) of this chapter, a direct connection shall be made to the public sewer in compliance with this chapter, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

(F) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the city.

(G) No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the Health Officer.

(H) When a public sewer becomes available, the building sewer shall be connected to said sewer within 60 days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt.

(Ord. 262, passed 8-15-2019) Penalty, see § 52.99

§ 52.04 BUILDING SEWER PERMITS.

(A) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Wastewater Superintendent/Chief Operator.

(B) There shall be two classes of building sewer permits: for residential and commercial service; and for service to establishments producing industrial wastes. In either case, the owner or his or her agent shall make application on a special form furnished by the city. The permit

application shall be supplemented by any plans, specifications or other information considered pertinent in the judgement of the Wastewater Superintendent/Chief Operator. A permit and inspection fee for a residential or commercial building sewer permit and fee for an industrial building sewer permit shall be paid to the city at the time the application is filed according to the current fee schedule approved by the Sanitary Board.

(C) All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(D) A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

(E) Old building sewers may be used in connection with new buildings only when they are found on examination and test by the Wastewater Superintendent/Chief Operator, to meet all requirements of this chapter.

(F) The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the Building and Plumbing Code or other applicable rules and regulations of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the A.S.T.M. and A.S.C.E. Manuals of Practice (MOP) MOP 60/WEF MOP FD-5.

(G) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

(H) No permit shall make connection of roof downspouts, interior and exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(I) The connection of the building sewer into the public sewer shall conform to the requirements of the Building and Plumbing Codes or other applicable rules and regulations of the city, or the procedures set forth in appropriate specifications of the A.S.T.M and A.S.C.E. Manuals of Practice (MOP) MOP 60/WEF MOP FD-5. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Wastewater Superintendent/Chief Operator before installation.

(J) The applicant for the building sewer permit shall notify the Wastewater Superintendent/Chief Operator when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Wastewater Superintendent/Chief Operator or his or her representative.

(K) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

(Ord. 262, passed 8-15-2019) Penalty, see § 52.99

§ 52.05 PROHIBITED DISCHARGES.

(A) No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, including interior and exterior foundation drains, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

(B) Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the Wastewater Superintendent/Chief Operator. Industrial cooling water or unpolluted process waters may be discharged on approval of the Wastewater Superintendent/Chief Operator, to a storm sewer, combined sewer, or natural outlet.

(C) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

(1) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;

(2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two mg/l as CN in the wastes as discharged to the public sewer;

(3) Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works; or

(4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, and the like, either whole or ground by garbage grinders.

(D) No permit shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Wastewater Superintendent/Chief Operator that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming his or her opinion as to the acceptability of these wastes, the Wastewater Superintendent/Chief Operator will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities, in the sewers, materials of construction of the sewers, nature of the sewage treatment process,

capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:

- (1) Any liquid vapor having a temperature higher than one 150° F. (65° C.);
- (2) Any water or wastes containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32° F. and 150° F. (0° C. and 65° C.);
- (3) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the Wastewater Superintendent/Chief Operator;
- (4) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not;
- (5) Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Wastewater Superintendent/Chief Operator for such materials;
- (6) Any waters or wastes containing phenols or other taste- or odor-producing substances, in such concentrations exceeding limits which may be established by the Wastewater Superintendent/Chief Operator as necessary, after treatment of the composite sewage, to meet the requirements of state, federal, or other public agencies of jurisdiction for such discharge to the receiving waters;
- (7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Wastewater Superintendent/Chief Operator in compliance with applicable state and federal regulations;
- (8) Any waters or wastes having a pH in excess of 9.5;
- (9) Materials which exert or cause:
 - (a) Unusual concentrations of inert suspended solids (such as, but not limited to Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride or sodium sulfate);
 - (b) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
 - (c) Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works; or
 - (d) Unusual volume of flow or concentration of wastes constituting SLUGS as defined in this chapter.
- (10) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed or are amenable to treatment only to such degree that

the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters; or

(11) Any waters or wastes having a five-day BOD greater than 300 parts per million by weight; containing more than 350 parts per million by weight of suspended solids; or having an average daily flow greater than 2% of the average sewage flow of the city, shall be subject to the review of the Wastewater Superintendent/Chief Operator. Where necessary in the opinion of the Wastewater Superintendent/Chief Operator, the owner shall provide, at his or her expense, such preliminary treatment as may be necessary to reduce the biochemical oxygen demand to 300 parts per million by weight; reduce the suspended solids to 350 parts per million by weight; or control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Wastewater Superintendent/Chief Operator and no construction of such facilities shall be commenced until said approvals are obtained in writing.

(E) (1) If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in division (D) of this section, and which in the judgement of the Wastewater Superintendent/Chief Operator, may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life to constitute a public nuisance, the Wastewater Superintendent/Chief Operator may:

- (a) Reject the wastes;
- (b) Require pretreatment to an acceptable condition for discharge to the public sewers;
- (c) Require control over the quantities and rates of discharge; and/or

(d) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provision of division (J) of this section.

(2) If the Wastewater Superintendent/Chief Operator permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Wastewater Superintendent/Chief Operator, and subject to the requirements of all applicable codes, ordinances and laws.

(F) Grease, oil, and sand interceptors shall be provided when, in the opinion of the Wastewater Superintendent/Chief Operator, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Wastewater Superintendent/Chief Operator and shall be located as to be readily and easily accessible for cleaning and inspection.

(G) Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective.

(H) When required by the Wastewater Superintendent/Chief Operator, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control

manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Wastewater Superintendent/Chief Operator. The manhole shall be installed by the owner at his or her expense and shall be maintained by him or her so as to be safe and accessible at all times.

(I) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of “Standard Methods for the Examination of Water and Wastewater”, published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. The particular analyses involved will determine whether a 24 hours composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24-hour composites of all outfalls whereas pH’s are determined from periodic grab samples.

(J) No statement contained in this section shall be construed as preventing any special agreement or arrangement between the city and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the city for treatment, subject to payment therefore, by the industrial concern.

(Ord. 262, passed 8-15-2019) Penalty, see § 52.99

§ 52.06 TAMPERING WITH EQUIPMENT.

No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is part of the sewage works. Any person violating this section shall be subject to immediate arrest under criminal charges.

(Ord. 262, passed 8-15-2019) Penalty, see § 52.99

§ 52.07 AUTHORIZED EMPLOYEES PERMITTED TO ENTER PREMISES.

(A) The Wastewater Superintendent/Chief Operator and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this chapter. The Wastewater Superintendent/Chief Operator or his or her representatives shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

(B) While performing the necessary work on private properties referred to in division (A) of this section, the Wastewater Superintendent/Chief Operator or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the city employees and the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in § 52.05(H) of this chapter.

(C) The Wastewater Superintendent/Chief Operator and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

(Ord. 262, passed 8-15-2019) Penalty, see § 52.99

§ 52.08 RATES; SCHEDULE.

The rates and charges for sewage and sewage disposal service provided by it to customers throughout the territory served, are hereby fixed and determined by the Council pursuant to the sewer tariff, P.S.C. No. 12 and as set forth in schedules of rates on file in the office of the City Clerk.

(1991 Code, § 16-6) (Ord. passed 7-28-1949; Ord. passed 10-5-1953; Ord. passed 8-5-1954; Ord. passed 9-18-1958; Ord. passed 3-17-1966; Ord. passed 3-15-1984; Ord. passed 7-7-1994; Ord. 022, passed 2-6-2006; Ord. 057, passed 10-19-2006; Ord. 155, passed 6-21-2012; Ord. 257, passed 11-1-2018; Ord. 266, passed 11-21-2019)

Statutory reference:

Authority and duty of Council to establish and maintain just and equitable rates or charges for use of and services rendered by municipal sewage works and the like, see W.Va. Code § 16-13-16

City itself being subject to same charges and rates as established for other customers, see W.Va. Code § 16-13-17

SANITARY BOARD

§ 52.25 ESTABLISHED; COMPOSITION; QUALIFICATIONS, APPOINTMENT AND TERM OF MEMBERS; VACANCIES.

There is hereby created a Sanitary Board of the city, which shall be composed of the Mayor and two persons appointed by the Common Council, one of whom, during any construction period, must be a registered professional engineer, and the engineer member of the Board need not be a resident of the city. After the construction of the plant has been completed, the engineer member may be succeeded by a person not an engineer. The appointed members of the Board shall serve their terms subject to the will and pleasure of the Common Council. The appointees shall originally be appointed for terms of two and three years respectively and, upon the expiration of each term and each succeeding term, appointment of a successor shall be made in similar manner for a term of three years. Vacancies shall be filled for an unexpired term and such substitutions shall be made in the same manner as was the original appointment.

(1991 Code, § 16-11) (Ord. passed 7-18-1957)

Statutory reference:

Municipal Sanitary Boards, see W.Va. Code Ch. 16, Art. 13, especially §§ 16-13-18 and 16-13-18a

§ 52.26 ELIGIBILITY OF CITY PERSONNEL.

No officer or employee of the city holding a paid or unpaid office or position shall be eligible to appointment on the Sanitary Board until at least one year from the expiration of the term of his or her public office or employment.

(1991 Code, § 16-12) (Ord. passed 7-18-1957)

§ 52.27 OFFICERS AND BY-LAWS.

The Mayor shall be Chairperson of the Sanitary Board, which shall elect a Vice Chairperson from its members and shall designate a Secretary and Treasurer, though the Secretary and Treasurer may be one and the same person, who need not be members of the Sanitary Board. The Vice Chairperson, Secretary and Treasurer shall hold office, as such, at the will of the Sanitary Board. The Sanitary Board shall have power to establish by-laws, rules and regulations for its own government.

(1991 Code, § 16-13) (Ord. passed 7-18-1957)

§ 52.28 COMPENSATION OF MEMBERS AND ALLOWANCES FOR EXPENSES; BOND OF TREASURER.

(A) Each member of the Sanitary Board shall receive such compensation for his or her services as the Common Council may, from time to time, prescribe, and shall be entitled to payment for his or her reasonable expenses incurred in the performance of his or her duties. The Secretary and Treasurer shall be paid such reasonable compensation for their services as the Council may, from

time to time, prescribe, and the Treasurer shall give bond in such amount as the Council may, at any time, require.

(B) All compensation, as well as expenses incurred by the Sanitary Board, its officers and employees, shall be paid solely from funds provided under the authority of W.Va. Code Ch. 16, Art.13.

(1991 Code, § 16-14) (Ord. passed 7-18-1957)

§ 52.29 AUTHORITY AS TO SUPERVISION AND CONTROL OF SEWERAGE SYSTEM.

The construction, acquisition, improvement, equipment, custody, operation and maintenance of all works for the collection, treatment and disposal of sewage within or without the corporate limits of the city, the collection of revenues therefrom for the services rendered thereby and the employment of all engineers, architects, inspectors, superintendents, managers, collectors, attorneys and other personnel, as, in the judgment of the Sanitary Board, may be necessary to the execution of its powers and duties, shall be under the supervision and control of the Sanitary Board.

(1991 Code, § 16-15) (Ord. passed 7-18-1957)

§ 52.30 STATUTORY AUTHORITY OF BOARD.

The Sanitary Board shall have, in addition to the powers enumerated herein, all other powers provided for such boards by W.Va. Code Ch. 16, Art. 13.

(1991 Code, § 16-16) (Ord. passed 7-18-1957)

§ 52.99 PENALTY.

(A) Any person found to be violating any provision of this chapter except § 52.04 shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period stated in such notice, permanently cease all violations.

(B) Any person who shall continue any violation beyond the time limit provided for in division (A) of this section, shall be guilty of a misdemeanor, and on conviction thereof shall be fined in the amount not exceeding \$100 for each violation. Each 24-hour period, in which any such violation shall continue shall be deemed a separate offense.

(C) Any person violating any of the provisions of this chapter shall become liable to the city for any expense, loss, or damage occasioned the city by reason of such violation.

(Ord. 262, passed 8-15-2019)

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 the date of its final adoption.

PASSED AND APPROVED ON THE FIRST READING: _____, 2023.

PASSED AND APPROVED ON THE SECOND AND FINAL READING: _____, 2023.

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	May 4, 2023
Section:	New business
Category:	Ordinance
Agenda Item Name:	<i>Ordinance 315:</i> To consider for approval on first reading of an Ordinance of the Common Council of The City of Elkins (the “City”) which would approve and create a new tax increment financing district in the City to be known as “The City of Elkins Redevelopment District No. 1”; approve Project Plan No. 1 as approved by the West Virginia Department of Economic Development; establish a tax increment financing fund for such district; and provide for other matters in connection therewith. (First of two readings.)
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. Notice of Public Hearing - Creating TIF District 2. Ordinance Creating TIF District

[TO BE PUBLISHED IN *THE INTER-MOUNTAIN*
ONCE A WEEK FOR TWO SUCCESSIVE WEEKS
ON TUESDAY, MAY 4, 2023, AND
TUESDAY, MAY 11, 2023]

NOTICE OF PUBLIC HEARING

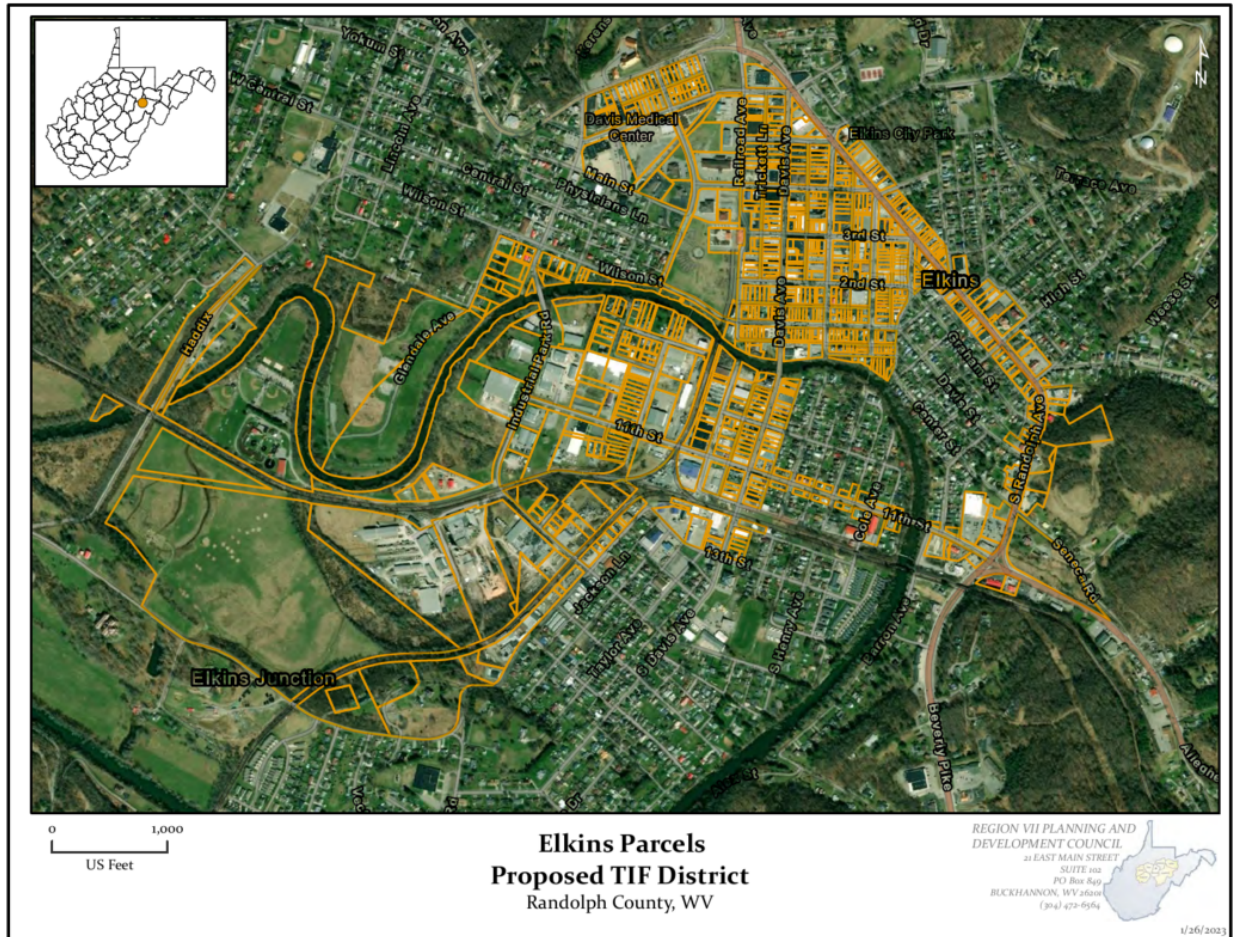
**REGARDING CREATION OF
THE CITY OF ELKINS REDEVELOPMENT DISTRICT NO. 1 AND APPROVAL OF
PROJECT PLAN NO. 1 AND
ISSUANCE OF TAX INCREMENT FINANCING OBLIGATIONS**

A public hearing will be held at a regular meeting of The Common Council of The City of Elkins (the “City”), on May 18, 2023, at 7:00 p.m. in the Common Council Chambers located at City Hall, 401 Davis Avenue, Elkins, WV, and at such hearing any person interested may appear and present comments, protests, suggestions and otherwise express their views respecting an ordinance of the City regarding the creation of a tax increment redevelopment district to be designated as “The City of Elkins Redevelopment District No. 1” (the “TIF District”) in the City, and the financing of certain projects described in a Project Plan for the TIF District to be designated as “Project Plan No. 1” (the “Project Plan”). All comments, protests, suggestions and views shall be heard at such public hearing, and the City shall thereafter take such actions as it shall deem proper in the premises regarding the approval, pursuant to Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the “Act”), respecting the ordinance creating the TIF District and the approval of the Project Plan. Following is a brief summary of such matters.

Creation of TIF District

The proposed TIF District is located in the City and includes approximately 437 acres of contiguous real property in the Elkins Corporation property tax district of Randolph County as set forth on the map below. The proposed TIF District is comprised of parts of the downtown business district, the Industrial Park managed by the Randolph County Development Authority, and the Elkins Railyard. The proposed TIF District is generally bounded to the north by Seneca Trail, to the east by Randolph Avenue and Livingston Avenue, to the south by Georgetown Road, and to the west by portions of Haddix Road and is bisected by the Tygart Valley River. The TIF District is being proposed by the City for the purpose of facilitating the planning, acquisition, construction and equipping of public infrastructure improvements within the TIF District.

Map of the TIF District



Approval of Project Plan

The City proposes to develop certain capital improvements within or which serve the TIF District and include the design, permitting, acquisition, construction and equipping of site, infrastructure and other improvements, both public and private, that will facilitate development within, or for the benefit of, the TIF District (collectively, the “TIF Projects”), including, but not limited to, the following:

- Waterlines, waterworks facilities, sanitary sewer lines, sewerage facilities, stormwater facilities, telecommunications, cable, fiber optic, electric, natural gas and related public infrastructure improvements and relocations;
- Construction of roads, sidewalks, street lighting, traffic signals and other roadway and streetscape improvements and related appurtenances including curbing and gutters;
- Acquisition of land within the TIF District or outside of the TIF District which contains or will contain infrastructure or other facilities which serve the TIF District;
- Demolition, site preparation and excavation and other earthwork necessary for and incidental to the construction and installation of infrastructure and other improvements;
- Other related improvements, extensions, renovations and additions; and
- All professional service fees and consultant fees in connection with the foregoing, including but not limited to engineering and other design fees, legal fees, fees of property tax revenue consultants, property tax consultants, trustees, continuing disclosure agents and all fees and costs incurred in connection with the preparation and approval of the Project Plan.

The TIF Projects are expected to include, but not be limited to, (i) riverfront development and beautification along the Tygart Valley River; (ii) recreational trail system improvements throughout the proposed TIF District; (iii) streetscaping, wayfinding, lighting, and sidewalk improvements in the downtown business district; (iv) improvements to the Elkins Railyard, including the Roundhouse Plaza and construction of a new event center; and (v) improvements to the Randolph County Industrial Park.

Tax Increment Financing Obligations

To finance all or portions of the TIF Projects, the City proposes to initially issue tax increment revenue bonds or other obligations (the “TIF Obligations”) in an amount not to exceed \$25,000,000, with maturities not to exceed 30 years from the date of the creation of the TIF District. Such TIF Obligations may be issued from time to time in one or more series. Proceeds of the TIF Obligations are generally planned to be used to (i) finance costs of the TIF Projects, including architectural, engineering, legal and other professional fees and expenses; (ii) finance costs of creating the TIF District and obtaining approval of the TIF Projects; (iii) fund reserves for the TIF Obligations, as necessary; (iv) fund capitalized interest on the TIF Obligations, as necessary; and (v) pay costs of issuance of the TIF Obligations and related costs. To the extent that surplus tax increment funds are available, portions of the TIF Projects may be financed directly with such surplus on a pay-as-you-go basis.

Further information regarding the proposed Application and the TIF Obligations are on file and available for inspection at the office of the Clerk of the City during regular business hours, located at the City Clerk's office in City Hall, 401 Davis Avenue, Elkins, West Virginia.

Dated: May 4, 2023

By: /s/ Sutton Stokes
City Clerk

District and Project Plan Approval Ordinance

ORDINANCE

AN ORDINANCE APPROVING AND CREATING A NEW TAX INCREMENT FINANCING DISTRICT IN THE CITY OF ELKINS, RANDOLPH COUNTY, WEST VIRGINIA TO BE KNOWN AS “THE CITY OF ELKINS REDEVELOPMENT DISTRICT NO. 1”; APPROVING PROJECT PLAN NO. 1 AS APPROVED BY THE WEST VIRGINIA DEPARTMENT OF ECONOMIC DEVELOPMENT; ESTABLISHING A TAX INCREMENT FINANCING FUND AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, The City of Elkins, West Virginia (the “City”) is authorized by the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia 1931, as amended (the “Act”) to create tax increment financing districts, approve project plans, issue tax increment financing obligations and take such other actions as necessary or desirable to facilitate the orderly development and economic stability of the City, all as more fully set forth in the Act;

WHEREAS, the City desires to create and establish a redevelopment district to be known and designated as “The City of Elkins Redevelopment District No. 1”, as more fully described in **Exhibit A** hereto (the “TIF District”), and to approve a redevelopment project plan to be known and designated as “Project Plan No. 1”, as more fully described in **Exhibit B** hereto (the “Project Plan”), all in order to facilitate the issuance of tax increment financing obligations to finance the costs of planning, acquiring, constructing and equipping the Project Plan, being necessary public infrastructure improvements within the TIF District;

WHEREAS, the City did, on January 5, 2023, following proper notice thereof, hold a public hearing with respect to the Application wherein interested parties were afforded a reasonable opportunity to express their views on the proposed creation of the TIF District, its proposed boundaries and the proposed Project Plan;

WHEREAS, the City submitted the Application to the Secretary of the West Virginia Department of Economic Development (the “Secretary”) for his review and approval, all in accordance with the applicable provisions of the Act;

WHEREAS, the Secretary has, by letter dated April 6, 2023, notified the City that the West Virginia Department of Economic Development has reviewed the Application and has found the Application regarding both the TIF District and the Project Plan to be complete, and has further provided that the City may now enter an ordinance creating the TIF District, approving the Project Plan and creating a Tax Increment Financing Fund for the TIF District;

WHEREAS, it is hereby found and determined that the Application meets the criteria set forth in the Act for creation of a redevelopment district, formulation of a project plan and creation of a tax increment financing fund (the “TIF Fund”); and

WHEREAS, the Common Council of The City of Elkins (the “Council”) has determined to enact this Ordinance that approves, certifies and creates the TIF District, approves and certifies the Project Plan and creates the TIF Fund.

NOW, THEREFORE, BE IT ORDERED BY THE COMMON COUNCIL OF THE CITY OF ELKINS, AS FOLLOWS:

1. Justification for Approval of TIF District. It is hereby found and determined that the real property within the TIF District will be benefitted by eliminating or preventing the development or spread of slums or blighted, deteriorated or deteriorating areas, discouraging the loss of commerce, industry or employment, increasing employment therein or any combination thereof; that development or redevelopment thereof will not be solely used for development of commercial businesses that will unfairly compete in the local economy; and that development or redevelopment is in the public interest because it will discourage commerce, industry or manufacturing from moving their operations to another state, result in increased employment in the City or result in preservation or enhancement of the tax base of the City.

2. Justification for Approval of Project Plan. It is hereby found and determined that the real property within the TIF District will be benefitted by implementing the Project Plan by eliminating or preventing the development or spread of slums or blighted, deteriorated or deteriorating areas, discouraging the loss of commerce, industry or employment, increasing employment therein or any combination thereof.

3. Approval and Creation of TIF District. The TIF District, to be known as “The City of Elkins Redevelopment District No. 1” is hereby approved, certified and created as of the date of adoption and entry of this Ordinance. The TIF District shall have the boundaries set forth in Exhibit A.

4. Approval of Project Plan. The Project Plan, as set forth in Exhibit B, is hereby expressly found to be economically feasible and is hereby approved and certified. The projects set forth in the Project Plan, or any portion of it subsequently deemed by the City to be included (the “Projects”), are hereby approved and declared to be eligible for funding in whole or in part, from tax increment financing obligations and from moneys remaining in the TIF Fund after there has first been paid all debt service, reserve fund deficiency and other payments payable in connection with any bonds, notes or other obligations payable from the TIF Fund, which the City, in its discretion, may determine to issue from time to time in accordance with the provisions of the Act.

5. Establishment of TIF Fund. The TIF Fund is hereby established as a separate fund into which all tax increment revenues and other revenues designated by the City, for the benefit of the TIF District shall be deposited, and from which all costs of the Projects shall be

paid, which may be assigned to and held by a trustee for the benefit of bondholders if tax increment financing obligations are issued by the City.

6. Allocation of Property Taxes. All ad valorem property taxes on real and tangible personal property having a tax situs in the TIF District shall be assessed, collected and allocated in the following manner for so long as any tax increment financing obligations payable from the TIF Fund are outstanding and unpaid:

(a) For each tax year, the Randolph County Assessor shall record in the land and personal property books both the Base Assessed Value and the Current Assessed Value of the real and tangible personal property having a tax situs in the TIF District, as such terms are defined in the Act. The Base Assessed Value shall be the value of all real and tangible personal property located within the TIF District as of July 1, 2022.

(b) Ad valorem taxes collected from regular levies upon real and tangible personal property having a tax situs in the TIF District that are attributable to the lower of the Base Assessed Value or the Current Assessed Value of real and tangible personal property located in the TIF District shall be allocated to the levying bodies situate in the County (the County Commission of Randolph County, the City and the Randolph County Board of Education) in the same manner as applicable to the tax year commencing July 1, 2022

(c) The positive tax increment, if any, with respect to real and tangible personal property in the TIF District shall be allocated and paid into the TIF Fund and shall be used (i) to pay the principal of and interest on tax increment financing bonds, notes or other obligations outstanding and payable from the TIF Fund, including the principal of and interest on the tax increment financing obligations anticipated to be issued to finance a portion of the costs of the Projects, funding any reserve fund deficiency and any other payments payable in connection with such bonds, notes or obligations and (ii) to pay or reimburse costs of projects in the TIF District. Any levying body having the TIF District within its jurisdiction shall not receive any portion of the annual tax increment except as otherwise provided in the Act.

(d) In no event shall the tax increment include any taxes collected from excess levies, levies for general obligation bonded indebtedness or any levies other than the regular levies provided for in the Act.

7. Use of Proceeds of Tax Increment Financing Obligations. Proceeds from tax increment financing obligations anticipated to be issued under the Act and revenues available in the TIF Fund may only be used to pay for costs of development or redevelopment projects to foster economic development in the TIF District, when such development or redevelopment project or projects would not reasonably be expected to occur without tax increment financing.

8. Need for TIF Financing. The Council hereby expressly finds and states that the Projects included in the Project Plan are not reasonably expected to occur without the use of tax increment financing.

9. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

10. Headings, Etc. The headings and catch lines of the articles, sections and subsections hereof are for convenience of reference only, and shall not affect in any way the meaning or interpretation of any provision hereof.

11. Conflicting Provision Repealed. All ordinances, resolutions, indentures or orders, or parts thereof, that conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed with respect to the subject matter of this Ordinance.

12. Covenant of Due Procedure, Etc. The City covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption and entry of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, City Clerk and members of the Council were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

13. Effective Date. This Ordinance shall take effect immediately upon enactment.

14. Statutory Notice and Public Hearing. Following the first reading by title hereof, an abstract of this Ordinance, determined by the City to contain sufficient information as to give notice of the contents hereof, shall be published once a week for two successive weeks within a period of fourteen consecutive days, with at least six full days intervening between each publication, in *The Inter-mountain*, a newspaper published and of general circulation in the City, together with a notice stating that this Ordinance has been introduced and that the Council of the City contemplates the final enactment thereof and that any person interested may appear before Council upon a date certain, not less than ten days subsequent to the date of the first publication of said abstract and notice, and present protests, and that a certified copy of the Ordinance is on file in the office of the City Clerk for review by interested parties during the office hours of the City Clerk.

At such hearing, all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper in the premises.

First Reading

May 4, 2023

Second Reading
following public hearing

May 18, 2023

[Signature Page Follows]

Adopted this _____, 2023.

THE CITY OF ELKINS

By: _____
Its Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The City of Elkins, does hereby certify that the foregoing Ordinance was duly adopted by the Common Council of The City of Elkins following a public hearing thereon, at regular meetings duly held, pursuant to proper notice thereof, on May __, 2023 and May __, 2023, a quorum being present and acting throughout, and which Ordinance has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this __ day of _____ 2023.

By: _____
City Clerk

Exhibit A

TIF District Boundaries

The proposed TIF District is located in the City of Elkins, West Virginia, and includes approximately 437 acres of contiguous real property located in Elkins Corporation property tax district, as set forth on the map below, including the specifically delineated TIF District boundary.

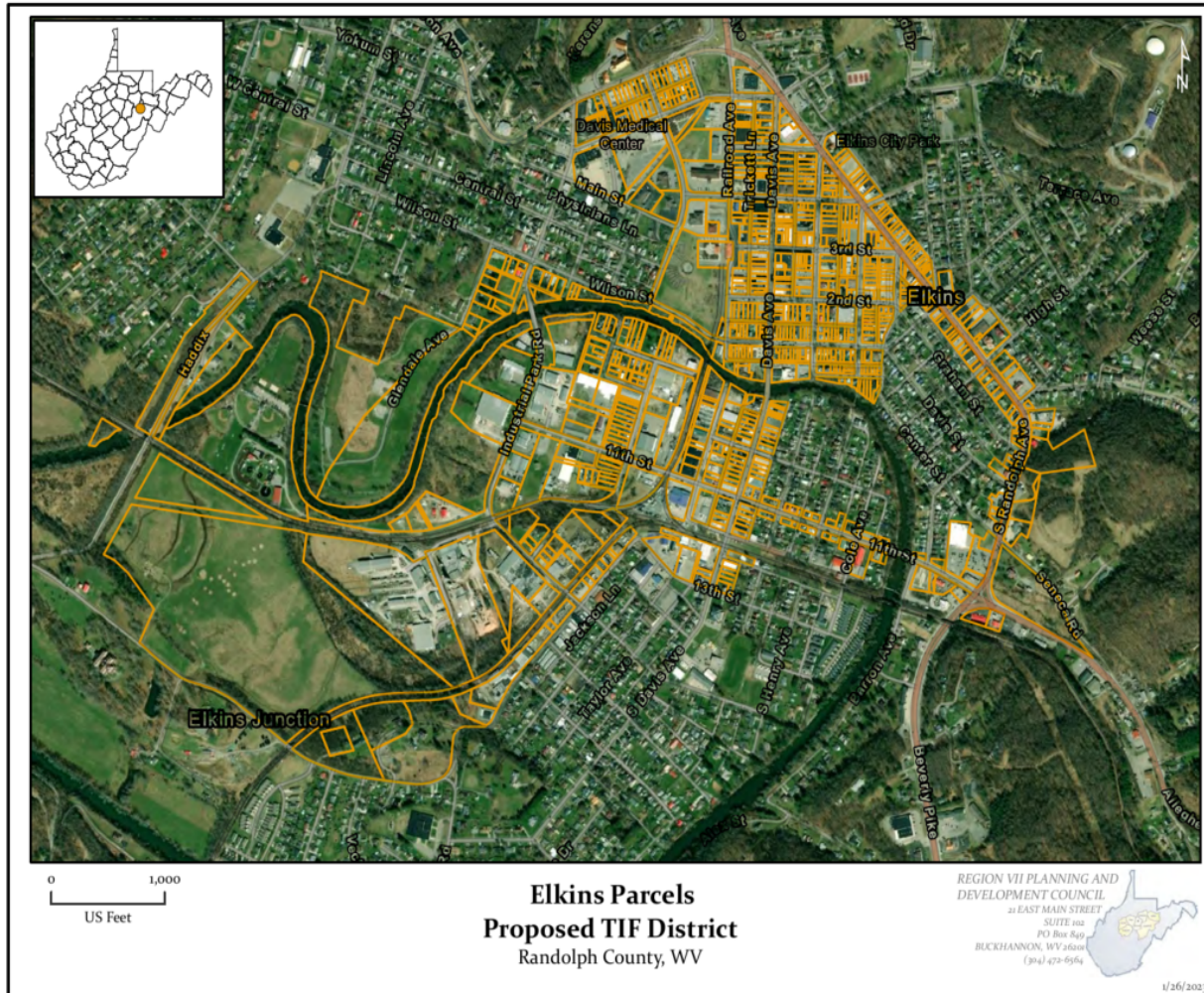


Exhibit B

Project Plan

(attached hereto)

SECTION II.

PROJECT INFORMATION

A. DETAILED DESCRIPTION OF PROJECT

Include a description of how the project fits with the overall development plans for the Redevelopment District or the overall development plans of the city, county, or region.

The TIF District

The City of Elkins (the “City”) is proposing the creation of the “City of Elkins Redevelopment District No. 1” (the “TIF District”). The proposed TIF District includes approximately 437 acres of contiguous real property located in Elkins Corporation property tax district. A map of the TIF District boundaries is provided in **Attachment 1**. The proposed TIF District is comprised of parts of the downtown business district, the Industrial Park managed by the Randolph County Development Authority, and the Elkins Railyard. The proposed TIF District is generally bounded to the north by Seneca Trail, to the east by Randolph Avenue and Livingston Avenue, to the south by Georgetown Road and to the west by portions of Haddix Road and is bisected by the Tygart Valley River. The TIF District is being created by the City for the purposes of facilitating the planning, design, acquisition, construction and equipping of capital improvements within the TIF District or on land not in the TIF District that is contiguous to the TIF District and which contains infrastructure or other facilities which serve the TIF District.

The TIF Projects

The City proposes to develop certain capital improvements within or which serve the TIF District and include the design, permitting, acquisition, construction and equipping of site, infrastructure and other improvements, both public and private, that will facilitate development within, or for the benefit of, the TIF District (collectively, the “TIF Projects”), including, but not limited to, the following:

- Waterlines, waterworks facilities, sanitary sewer lines, sewerage facilities, stormwater facilities, telecommunications, cable, fiber optic, electric, natural gas and related public infrastructure improvements and relocations;
- Construction of roads, sidewalks, street lighting, traffic signals and other roadway and streetscape improvements and related appurtenances including curbing and gutters;
- Acquisition of land within the TIF District or outside of the TIF District which contains or will contain infrastructure or other facilities which serve the TIF District;
- Demolition, site preparation and excavation and other earthwork necessary for and incidental to the construction and installation of infrastructure and other improvements;
- Other related improvements, extensions, renovations and additions; and
- All professional service fees and consultant fees in connection with the foregoing, including but not limited to engineering and other design fees, legal fees, fees of property tax revenue consultants, property tax consultants, trustees, continuing disclosure agents and all fees and costs incurred in connection with the preparation and approval of the Project Plan.

The TIF Projects are expected to include, but not be limited to, (i) riverfront development and beautification along the Tygart Valley River; (ii) recreational trail system improvements throughout the proposed TIF District; (iii) streetscaping, wayfinding, lighting, and sidewalk improvements in the downtown business district; (iv) improvements to the Elkins Railyard, including the Roundhouse Plaza and construction of a new event center; and (v) improvements to the Randolph County Industrial Park.

The TIF Projects which are currently contemplated for the TIF District are more particularly indicated on the maps provided in **Attachment 2**. The proposed TIF Projects and the capital improvements and expenditures currently contemplated pursuant to such phases are presented by way of example only and the actual capital improvements and expenditures for each phase or project may differ substantially from those described herein so long as such improvements and expenditures are included within the description of the TIF Projects described herein.

Tax Increment Financing Obligations

To finance all or portions of the TIF Projects, the City proposes to issue tax increment revenue bonds or other obligations (the “TIF Obligations”) in an estimated amount not to exceed \$25,000,000, with maturities not to exceed 30 years from the date of the creation of the TIF District. Such TIF Obligations may be issued from time to time in one or more series. Proceeds of the TIF Obligations are generally planned to be used to (i) finance costs of the TIF Projects, including architectural, engineering, legal and other professional fees and expenses; (ii) finance costs of creating the TIF District and obtaining approval of the TIF Projects; (iii) fund reserves for the TIF Obligations, as necessary; (iv) fund capitalized interest on the TIF Obligations, as necessary; and (v) pay costs of issuance of the TIF Obligations and related costs. To the extent that surplus tax increment funds are available, portions of the TIF Projects may be financed directly with such surplus on a pay-as-you-go basis. See **Section II.E** for more detailed Financing information and **Section II.G** for additional information on the proposed TIF Obligations.

B(1):	ESTIMATES
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Projected increases in Assessed Values of the TIF District:

Please see the attachments to **Section II.G Tax Increment Financing Obligations** herein for the Preliminary Development Schedule prepared by the City, and the Projection of Net Property Tax Increment, which includes projected increases in assessed values of the TIF district.

Number of jobs to be created by this project in the TIF District. Estimated jobs are as follows:

Estimated Job Creation within the TIF District

Job Category: Professional

Wages:	\$75,000 - \$150,000
Benefits:	Industry Standard
Number of Construction Jobs:	3
Number of Permanent Jobs:	15

Job Category: Clerical and Admin

Wages:	\$25,000 - \$75,000
Benefits:	Industry Standard
Number of Construction Jobs:	2
Number of Permanent Jobs:	20

Job Category: Skilled

Wages:	\$40,000 - \$75,000
Benefits:	Industry Standard
Number of Construction Jobs:	60
Number of Permanent Jobs:	26

Job Category: Semi-Skilled

Wages:	\$20,000 - \$40,000
Benefits:	Industry Standard
Number of Construction Jobs:	40
Number of Permanent Jobs:	27

Job Category: Unskilled

Wages:	\$20,000 - \$40,000
Benefits:	Industry Standard
Number of Construction Jobs:	38
Number of Permanent Jobs:	49

Total Estimated Number of Construction Jobs: 153

Total Estimated Number of Permanent Jobs: 137

C.**CAPITAL IMPROVEMENTS**

The City proposes to develop certain capital improvements within or which serve the TIF District and include the design, permitting, acquisition, construction and equipping of site, infrastructure and other improvements, both public and private, that will facilitate development within, or for the benefit of, the TIF District (collectively, the “TIF Projects”), including, but not limited to, the following:

- Waterlines, waterworks facilities, sanitary sewer lines, sewerage facilities, stormwater facilities, telecommunications, cable, fiber optic, electric, natural gas and related public infrastructure improvements and relocations;
- Construction of roads, sidewalks, street lighting, traffic signals and other roadway and streetscape improvements and related appurtenances including curbing and gutters;
- Acquisition of land within the TIF District or outside of the TIF District which contains or will contain infrastructure or other facilities which serve the TIF District;
- Demolition, site preparation and excavation and other earthwork necessary for and incidental to the construction and installation of infrastructure and other improvements;
- Other related improvements, extensions, renovations and additions; and
- All professional service fees and consultant fees in connection with the foregoing, including but not limited to engineering and other design fees, legal fees, fees of property tax revenue consultants, property tax consultants, trustees, continuing disclosure agents and all fees and costs incurred in connection with the preparation and approval of the Project Plan.

The TIF Projects are expected to include, but not be limited to, (i) riverfront development and beautification along the Tygart Valley River; (ii) recreational trail system improvements throughout the proposed TIF District; (iii) streetscaping, wayfinding, lighting, and sidewalk improvements in the downtown business district; (iv) improvements to the Elkins Railyard, including the Roundhouse Plaza and construction of a new event center; and (v) improvements to the Randolph County Industrial Park. The TIF Projects which are currently contemplated for the TIF District are more particularly indicated on the maps provided in **Attachment 2**. The TIF Projects and the capital improvements and expenditures currently contemplated pursuant to such phases are presented by way of example only.

The City has prepared preliminary cost estimates for the TIF Projects, as summarized in the following table and described on the following page:

Type of Improvements	Estimated Cost*
Riverfront Development	\$3,300,000
Recreational Trails	\$3,000,000
Streetscaping	\$1,800,000
Railyard	\$3,600,000
Industrial Park	\$3,000,000
Total:	\$14,700,000*

* Assumes the maximum estimated cost.

1. Riverfront Development and Related Improvements

There has been a dismissive or negative attitude surrounding the section of the Tygart Valley River that flows through the heart of Elkins for many years. Past efforts to change this perception and revitalize the river were recently stimulated by the rehabilitation of the Tygart Hotel and the community's participation in HubCAP. As a result, the Elkins Riverfront Development plan was created by GAI Consultants. The cost of this design work was paid for by the City and HubCAP. The plan provides a vision to restore ecological function, provide safe alternative transportation routes, and incorporate recreational opportunities. Projected costs as part of the design work are estimated to cost between \$2,400,000 to \$3,300,000 to implement.

2. EAST Trail Design and Related Improvements

The City is uniquely situated to access unparalleled recreational opportunities in the eastern United States, including whitewater runs, climbing routes, and down-hill/cross country ski resorts, all within an hour and half. However, the City itself lacks high-quality, purpose-built, accessible trails. To address this limitation, the City has partnered with Elkins Area Shared Trails (EAST), a collaborative organization that brings together land managers, trail development and design experts, community development organizations, and civic leaders to improve trail systems within the City. To facilitate trail master planning in the area, EAST has been awarded \$80,000 in grant funding from two sources, to be matched by over \$23,000 of in-kind partner-based support and \$30,000 cash. Current cost estimates for construction are between \$1,300,000 to \$3,000,000.

3. Streetscaping and Related Improvements

In 2016, the Design Committee of Elkins Main Street, Inc. prepared the Elkins Streetscape Vision to provide a framework to advance streetscape improvements in downtown. In 2017, the Common Council adopted its 2018-2023 Strategic Plan which emphasizes improvements to downtown streetscapes, signage, signage, lighting, and sidewalks. The City has engaged an architectural and engineering firm to produce design plans and standard drawings suitable for plan implementation. The cost of design is \$30,000 and implementation costs are estimated at \$200,000 to \$300,000 per block, with a total estimated cost of \$1,200,000 to \$1,800,000 (based on 6 blocks).

4. Elkins Railyard and Related Improvements

The City intends to facilitate the development of the Elkins Railyard, including roadways, the construction of a new public events center, development of the Roundhouse Plaza, and public infrastructure improvements. The City estimates the total cost of these projects at \$3,600,000.

5. Industrial Park Property Development and Related Improvements

The City intends to make necessary investments in the Randolph County Industrial Park to include site preparation, sidewalks, lighting and other infrastructure improvements at an estimated cost of \$2,000,000 to \$3,000,000.

D. ESTIMATED BREAKDOWN OF PROJECT COSTS*

The below preliminary breakdown of estimated costs of the TIF Project is anticipated to be fully financed from TIF Obligations and/or from Pay-As-You-Go funds from the TIF Fund. See **Section II.G – Tax Increment Financing Obligations** and **Section II.E – Financing** for more detailed information. The Costs of the TIF Projects set forth on this and the prior pages are based on the best available information at the time of this Application. Some of these costs are based on conceptual layouts using a cost per linear foot and other costs are based on allocated budgets to the anticipated scope of the work. All indicated costs are estimates only and are subject to change and the actual costs will likely differ from the amounts stated herein.

	TOTAL*	<u>Proposed Financing Method</u>
1. Capital Costs	\$ (see 8 below)	
2. Estimated Financing Costs	\$ 423,514	TIF Obligations
3. Professional Services	\$ (see footnote)	
4. Land	\$ unknown	
5. Relocation Costs	\$ -0-	
6. Environmental Impact Studies	\$ -0-	
7. Public Information	\$ -0-	
8. Construction of Capital Improvements	\$7,000,000	TIF Obligations
9. Costs of the sale/lease of County property that results in a loss to County	\$ -0-	
10. Capitalized Interest Fund	\$ 462,786	TIF Obligations
11. Reserve Fund	\$ 570,700	TIF Obligations
Total Project Cost:	\$8,457,000	TIF Obligations
12. Additional Capital Improvements	\$7,700,000	TIF Obligations/Pay-As-You-Go

*Notes to Items 1 through 12:

- 2) Estimated Financing Costs for the TIF Obligations are provided in **Section II.G.**
- 3) Estimated Professional Services costs are included in Construction of Capital Improvements.
- 6) Estimated Environmental Impact Studies costs are included in Construction of Capital Improvements.
- 8) See **Section II.C** for estimated breakdown of costs.
- 10) Estimated capitalized interest are provided in **Section II.G.**
- 11) Estimated Reserve Fund for the TIF Obligations are provided in **Section II.G.**