



City of Elkins

Council Meeting

July 9, 2026

7:00 PM

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

AGENDA

1. **Invocation and Pledge of Allegiance**
2. **Call to Order and Roll Call**
3. **Public Comment**
4. **Presentation**
 - a. Leon Kaye: Update on Web Optimization Project
 - b. WV Department of Tourism
5. **Minutes**
 - a. Proposed minutes for the meeting of June 11, 2026.
6. **Councilor Reports**
7. **Officer Reports**
 - a. Treasurer's report
 - b. Operations Manager's report
 - c. Fire Chief's report
 - d. Police Chief's report
 - e. Chief Utility Operator's report
 - f. Clerk's report
8. **Approval of Vendor Invoice Payments**
 - a. Vendor invoices presented for approval: June 8 through July 3, 2026

(Available for public review in the city clerk's office two business days before this meeting, as required by W. Va. Ethics Commission Open Meetings Advisory Opinion 2012-04.)
9. **New Business**
 - a. Resolution 1935: FY 2027 Coal Severance Budget Revision SAO 2027-002-01
 - b. Resolution 1936: Acceptance and approval of FTB Gibbons Engagement Letter
 - c. Discussion to reschedule or cancel the August 6 Council meeting
 - d. Personnel - Police
10. **Mayor's Comments**

11. Adjournment



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 9, 2026
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of June 11, 2026.
Recommended By:	City Clerk
Summary:	Minutes proposed for the referenced meeting
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. city council - 2026_06_11 - minutes_proposed

Proposed Minutes

ELKINS COMMON COUNCIL MEETING MINUTES

***Phil Gainer Community Center
142 Robert E Lee Ave. Ext.
Elkins, WV 26241
June 11, 2026
7:00 p.m.***

Elkins Common Council met as above. Present were Mayor Jerry A. Marco; Councilors N.E. Bross-Fregonara, A.C. Carroll, G.M. Hinchman, B.C. Kerns, C.C. Lowther, E. L. Plishka, L.S. Severino, C.H. Thompson, and B.A. Woods; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Chief T. Bennett; Operations Manager M. Kesecker; and City Clerk S.R. Stokes (recording secretary).

Councilor R.C. Chenoweth and City Attorney G. S. Roberts were absent.

PUBLIC COMMENT

There was no public comment.

MINUTES

Woods **MOVED APPROVAL OF THE MINUTES FOR THE MEETING OF MAY 21, 2026.** The motion carried.

CORRESPONDENCE, NOTIFICATIONS, AND RECOGNITIONS

- a. Mayor's Proclamations
 - 1. Migraine and Headache Awareness Month – June 2026
- b. Approved Event Requests
 - 1. Beander's Boo Mile Run – October 22, 2026
- c. Building permits, zoning permits, and vacant property registrations

COUNCILOR REPORTS

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

STAFF REPORTS

- a. City Treasurer T. Judy provided a written report (attached).
- b. Operations Manager M. Kesecker provided a verbal report.
- c. Fire Chief S. Himes provided a verbal report.
- d. Police Chief T. Bennett provided a verbal report.

Proposed Minutes

- e. Water Chief Operator W. Lambert provided a verbal report.
- f. City Clerk S. Stokes provided a written report (attached).

APPROVAL OF VENDOR INVOICE PAYMENTS

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

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

- Accounts Payable check transactions for the period May 18 through June 5, 2026.

NEW BUSINESS

- a. **Resolution 1921: Authorizing execution of agreement with WV Tax Office concerning GIS sales tax map**

Plishka **MOVED APPROVAL OF RESOLUTION 1921.** The motion carried.

- b. **Resolution 1922: Appointing Ann Berlin as an alternate member of the Board of Zoning Appeals**

Bross-Fregonara **MOVED APPROVAL OF RESOLUTION 1922.** The motion carried.

- c. **Resolution 1923: Adopting a policy requiring annual driving record check for employees authorized to operate City vehicles**

Thompson **MOVED APPROVAL OF RESOLUTION 1923.** The motion carried.

- d. **Resolution 1924: Authorizing the Operations Manager to sign checks on City bank accounts**

Carroll **MOVED APPROVAL OF RESOLUTION 1924.** The motion carried.

- e. **Resolution 1925: Designate S. Campbell as City benefits manager**

Thompson **MOVED APPROVAL OF RESOLUTION 1925.** The motion carried.

- f. **Resolution 1926: FY 2026 General Fund Budget Revision SAO 2026-001-04**

Hinchman **MOVED THAT COUNCIL ADOPT RESOLUTION 1926 (BUDGET REVISION SAO 2026-001-04).** In accordance with the requirements of the state auditor's office for inter-departmental budget revisions, the chair ordered a roll-call vote. The clerk called the roll. The motion carried. Council votes were as follows:

Proposed Minutes

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

g. Resolution 1927: FY 2026 General Fund Budget Revisions 13-24

Hinchman MOVED APPROVAL OF RESOLUTION 1927. The motion carried.

h. Resolution 1928: FY 2026 Fire Fund Budget Revision 1

Plishka MOVED APPROVAL OF RESOLUTION 1928. The motion carried.

i. Resolution 1929: FY 2026 Sanitation Fund Budget Revision 1

Hinchman MOVED APPROVAL OF RESOLUTION 1929. The motion carried.

j. Resolution 1930: Policy Concerning ad hoc funding requests

Lowther MOVED APPROVAL OF RESOLUTION 1930. The motion carried.

k. Resolution 1931: Accepting and approving a proposal from Mountain Valley Bank for financing of the City Hall renovation project

Carroll MOVED APPROVAL OF RESOLUTION 1931. The motion carried.

l. Resolution 1932: Accepting and authorizing execution of an agreement with Hart OS for a multi-function copier for the Fire Department

Lowther MOVED APPROVAL OF RESOLUTION 1932. The motion carried.

m. Resolution 1933: Accepting and authorizing execution of an agreement with the Mills Group to design wayfinding signs, authorizing the expenditure of TIF funds, and directing the Municipal Properties Committee to assist with the project

Bross-Fregonara MOVED APPROVAL OF RESOLUTION 1933. The motion carried.

n. Resolution 1934: Authorizing Execution and Implementation of Professional Archiving Services Agreement with Smarsh

Thompson MOVED APPROVAL OF RESOLUTION 1934. The motion carried.

o. Discussion of proposed Council rules

Proposed Minutes

The meeting was adjourned at 8:28 p.m.

Attest: S.R. Stokes, City Clerk

Jerry A. Marco, Mayor



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 9, 2026
Section:	Officer Reports
Category:	Presentation
Agenda Item Name:	Treasurer's report
Recommended By:	City Treasurer
Summary:	Update on activities in the Treasury department.
Fiscal Impact:	n/a
Recommendation:	Reveiw presented information.
Attachments:	1. Treasurers Report

Office of the City Treasurer

Council Report

Date: July 9, 2026

Update since June 11, 2026, council meeting.

- **Council Reports & Attachments**

- General Fund Revenue Detail
- General Fund Revenue Trends
- FY2026 Budget Control Summary
- Invoice Cloud Management Report

- **Projects & Financing**

- Continued discussions regarding State Historic Tax Credits.

- **Treasurer Staff**

- Processing 2026 2nd Quarter B&O returns that are due July 31st.
- Processing FY2027 business license renewals that were due June 30th.
- Working on bad debt accounts in preparation for write-offs.

- **Treasurer**

- Continuing working on list for WV State Treasurer Unclaimed Property.
- Received \$2,290.59 on June 16th for part of a class action lawsuit against Cintas.
- Received notification from the WV Municipal Bond Commission has increased its service fee for the first time in 8 years. The result is a monthly increase in sewer bonds of \$83.65 and water bonds of \$40.97. This information has been shared with Chief Operators Whitney Hymes and Wes Lambert.
- 58% of Whitmer customers are using our online payment system over the past 6 months.
- Preparing documents for financial statements and PSC reporting.

General Fund Revenue Detail

	June Revenues	YTD Revenues	Percent of Revenues Collected Per Budget	Percent of Yr. Completed 100
County Tax	\$40,391.62	\$1,282,649.06	102.75%	1,248,359.00
B & O Tax	\$7,199.00	\$2,405,406.52	133.26%	1,805,000.00
Hotel/Motel Tax	\$26,507.37	\$318,460.66	122.25%	260,500.00
Gas & Oil Severance Tax	\$0.00	\$17,287.38	69.15%	25,000.00
2% City Utility Tax	\$7,987.53	\$93,388.91	97.28%	96,000.00
Utility Excise Tax	\$34,549.76	\$413,178.25	125.21%	330,000.00
Liquor Tax	\$0.00	\$90,952.03	105.76%	86,000.00
Police	\$720.00	\$13,742.03	115.48%	11,900.00
Municipal Court	\$658.50	\$20,579.22	80.70%	25,500.00
Code Enforcement	\$2,093.72	\$30,918.27	88.59%	34,900.00
Business License	\$15,075.00	\$33,670.00	116.10%	29,000.00
Intergovernmental	\$17,822.61	\$395,515.29	169.46%	233,398.00
Franchise/IRP Fees	\$0.00	\$121,857.50	93.74%	130,000.00
Phil Gainer Community Center	\$5,560.00	\$56,331.00	112.66%	50,000.00
Misc. Revenue	\$448,798.48	\$3,438,458.88	1605.56%	214,160.00
Municipal Sales Tax	\$0.00	\$1,700,491.98	113.37%	1,500,000.00
TOTAL	\$607,363.59	\$10,432,886.98	171.60%	6,079,717.00

*****Miscellaneous revenue includes \$2,783,200.73 from Mountain Valley Bank for reimbursement of payments made from General Fund for City Hall & HVAC projects.*****

General Fund Revenue Trends

Fiscal Year	County Taxes	Gas & Oil Tax	Utility Excise Tax	2% City Utility Tax	B&Os	Liquor Tax	Hotel Tax	Sales Tax	Court Fines, Admin, Bonds	Police Equipment Fees	Parking	Licenses	Bld Permit	Franchise Fees	IRP Fees	PGCC Rents
2015	\$902,479.70	\$12,893.41	\$216,776.50	\$53,863.96	\$1,153,555.40	\$119,813.87	\$174,417.95	\$0.00	\$68,405.91	\$24,435.82	\$11,089.00	\$22,051.04	\$18,579.27	\$94,138.56	\$29,276.53	\$0.00
2016	\$967,373.43	\$25,080.54	\$326,396.20	\$51,819.80	\$1,153,521.44	\$119,145.08	\$187,257.19	\$0.00	\$58,673.50	\$18,220.50	\$6,250.00	\$9,040.00	\$21,771.59	\$97,317.42	\$47,791.40	\$4,375.00
2017	\$1,031,512.84	\$0.00	\$355,212.99	\$53,344.19	\$1,225,653.40	\$154,534.11	\$199,467.96	\$0.00	\$79,179.00	\$28,141.75	\$8,594.00	\$39,760.00	\$28,982.64	\$119,066.93	\$46,761.54	\$30,235.00
2018	\$938,105.79	\$9,308.61	\$350,505.81	\$59,761.99	\$1,349,507.00	\$120,248.05	\$191,508.65	\$0.00	\$72,302.70	\$23,985.25	\$13,861.00	\$22,767.18	\$30,496.55	\$93,607.15	\$75,668.74	\$29,625.18
2019	\$1,012,440.62	\$14,900.98	\$364,463.55	\$66,112.60	\$1,548,092.99	\$150,015.75	\$215,828.64	\$1,063,508.58	\$78,183.43	\$20,146.00	\$5,850.50	\$32,765.00	\$27,173.63	\$92,587.58	\$91,843.23	\$38,665.30
2020	\$984,846.27	\$16,857.75	\$282,602.19	\$58,992.41	\$1,392,751.11	\$101,501.56	\$166,565.19	\$1,131,217.46	\$84,390.82	\$20,075.38	\$949.00	\$30,620.00	\$28,798.62	\$88,668.89	\$94,967.40	\$36,456.00
2021	\$1,049,392.10	\$11,324.73	\$321,403.79	\$71,585.64	\$1,351,775.52	\$101,433.04	\$132,928.43	\$1,296,032.28	\$48,847.08	\$15,012.84	\$7,750.23	\$33,335.00	\$25,543.25	\$85,141.02	\$61,343.19	\$16,380.00
2022	\$1,040,566.71	\$12,793.05	\$322,127.84	\$74,116.04	\$1,452,717.75	\$96,851.16	\$187,146.83	\$1,471,556.01	\$50,276.32	\$14,935.40	\$12,009.79	\$29,540.00	\$28,120.75	\$78,675.36	\$63,884.41	\$37,629.00
2023	\$1,099,937.44	\$40,323.89	\$331,912.54	\$76,801.57	\$1,706,913.64	\$93,429.26	\$220,334.99	\$1,466,879.11	\$56,343.59	\$16,271.88	\$8,152.77	\$30,120.00	\$32,931.05	\$73,618.52	\$61,697.10	\$59,733.25
2024	\$1,219,144.29	\$70,881.19	\$330,202.62	\$87,336.54	\$1,764,284.46	\$87,360.62	\$246,536.29	\$1,503,742.08	\$24,424.63	\$6,135.12	\$4,796.78	\$30,200.00	\$30,818.40	\$66,273.67	\$67,381.72	\$61,740.00
2025	\$1,251,667.74	\$25,525.61	\$359,303.29	\$97,484.84	\$2,398,240.59	\$88,114.56	\$292,055.21	\$1,560,702.91	\$18,606.28	\$2,678.83	\$10,710.00	\$31,594.15	\$21,869.75	\$60,706.17	\$63,795.28	\$50,508.00
2026	\$1,282,649.06	\$17,287.38	\$413,178.25	\$93,388.91	\$2,405,406.52	\$90,952.03	\$318,460.66	\$1,700,491.98	\$20,043.96	\$5,917.00	\$6,742.50	\$33,670.00	\$21,418.77	\$55,089.02	\$66,768.48	\$55,831.00

Trending Upward

Trending Downward

FY2026 Budget Control Summary

General Fund														YTD TOTALS
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	\$989,637.10	\$668,164.14	\$535,168.74	\$1,333,873.17	\$1,109,792.36	\$522,873.07	\$1,232,652.79	\$649,880.11	\$605,758.44	\$1,422,508.53	\$755,214.94	\$607,363.59	\$417,304.40	\$10,432,886.98
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$788,887.90	\$1,023,632.16	\$1,008,811.73	\$870,154.84	\$490,473.82	\$856,221.05	\$830,484.77	\$655,970.01	\$725,870.47	\$885,642.66	\$1,037,284.53	\$842,148.64		\$10,015,582.58
Sanitation Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	\$142,546.84	\$134,981.63	\$150,220.49	\$133,884.66	\$129,169.38	\$129,751.55	\$129,922.60	\$113,162.96	\$130,812.46	\$129,840.84	\$118,257.29	\$135,502.67	-\$137,304.49	\$1,578,053.37
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$168,517.89	\$142,348.97	\$150,496.05	\$167,320.42	\$122,001.57	\$153,800.79	\$136,177.18	\$123,874.21	\$158,483.70	\$145,523.39	\$155,249.38	\$91,564.31		\$1,715,357.86
Sewer Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	\$277,067.46	\$258,059.28	\$281,895.75	\$262,247.89	\$271,902.38	\$256,510.96	\$261,610.57	\$271,628.47	\$267,209.58	\$231,818.13	\$286,302.78	\$290,046.10	\$201,042.71	\$3,216,299.35
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$252,283.78	\$275,161.48	\$274,693.86	\$274,846.36	\$221,808.23	\$277,311.92	\$213,821.52	\$259,974.46	\$272,330.31	\$254,518.91	\$205,372.40	\$189,421.33		\$2,971,544.56
Water Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	\$447,734.01	\$355,174.15	\$451,688.93	\$413,596.56	\$439,176.46	\$407,929.42	\$404,447.75	\$431,159.30	\$396,031.19	\$379,255.49	\$423,887.62	\$412,482.97	\$137,828.35	\$4,962,563.85
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$461,096.44	\$376,876.32	\$415,137.21	\$441,737.04	\$376,590.23	\$416,190.71	\$392,278.64	\$430,072.56	\$428,157.13	\$389,759.54	\$373,503.37	\$323,336.31		\$4,824,735.50
Fire Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	\$44,065.19	\$75,501.80	\$75,647.18	\$46,726.73	\$70,186.87	\$126,458.96	\$46,269.86	\$92,664.75	\$187,583.05	\$203,601.68	\$87,902.03	\$78,450.60	-\$12,846.46	\$1,135,058.70
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$128,682.85	\$83,969.17	\$83,651.35	\$113,888.43	\$88,532.01	\$86,581.00	\$101,286.63	\$91,753.47	\$91,823.32	\$84,509.35	\$115,695.29	\$77,532.29		\$1,147,905.16
Landfill Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	\$400.93	\$404.89	\$502.56	\$303.78	\$304.76	\$360.36	\$228.10	\$241.38	\$265.05	\$246.90	\$280.44	\$295.31	\$3,444.32	\$3,834.46
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$74.64	\$24.00	\$74.18	\$12.29	\$13.31	\$75.48	\$13.12	\$14.98	\$77.44	\$10.70	\$0.00	\$0.00		\$390.14

Tracy Judy

From: no-reply=invoicecloud.com@mg.invoicecloud.com on behalf of InvoiceCloud <no-reply@invoicecloud.com>
Sent: Tuesday, June 30, 2026 10:19 AM
To: Tracy Judy
Subject: InvoiceCloud Daily Management Report

CAUTION: This email originated from outside the organization. Do not click links or open attachments or reply unless you recognize the sender and know the content is safe. Contact Help Desk for assistance.



City of Elkins WV:

Daily Management Report for 6/30/2026:

Invoice Type	YTD #	YTD \$	MTD #	MTD \$	Day #	Day \$	Paperless #	AutoPay #
Utility	17,276	\$2,340,337.28	2,883	\$408,258.61	91	\$27,133.14	3,566	1,316
Non Utility Payments	258	\$47,224.84	72	\$7,603.83	5	\$145.00	854	0



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CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 9, 2026
Section:	Officer Reports
Category:	Presentation
Agenda Item Name:	Clerk's report
Recommended By:	City Clerk
Summary:	Report on Clerk department activities
Fiscal Impact:	n/a
Recommendation:	Review presented information.
Attachments:	1. Clerk Report - 2026_07_09_v2

OFFICE OF THE CITY CLERK

COUNCIL REPORT

July 9, 2026

Summary

Since the last meeting, Clerk's Department activity has focused on moving several major initiatives from planning toward implementation, including TIF-funded projects, City Hall financing and historic tax-credit planning, electronic communications governance, grant administration, and organizational continuity planning.

Additional areas of focus have included annexation planning, development of budget communication materials, internal-control and procurement initiatives, Planning Commission and Board of Zoning Appeals training, and coordination with state and federal partners concerning grant-funded projects.

TIF Projects, Grants, and Infrastructure Planning

- Grant award from WVDOH to support a portion of the engineering work associated with the Streetscape project (not yet announced by Governor). No conflicts have been identified with the planned \$5G consultant-selection process. Future Council action to accept grant terms is anticipated later this year. (*SP 3.2: TIF Revenues; SP 6.4: State & Federal Relationships*)
- TIF Advisory Committee approved release of the engineering solicitation for the Streetscape and Riverfront projects and established an initial project timeline. Consultant selection is anticipated this summer, with engineering work projected to begin this fall. (*SP 3.2: TIF Revenues*)

City Hall Project

- Financing and historic-tax-credit counsel confirmed anticipated sequence of Council and Building Commission meetings and actions needed to support final phases of the City Hall project, including attorney engagement (July 9), property transfers and financing actions (starting July 23), and development of historic tax-credit structure prior to the August 31 deadline. (*SP 2.4: Stewardship of City Assets*)

Governance, Records Management & Administrative Systems

- Technical onboarding for the Smarsh implementation has begun, including coordination with City IT and website contractors. Full deployment remains dependent upon adoption of related policies (see next bullet), employee notification and acknowledgment

procedures, and other implementation steps anticipated later this year. *(SP 2.1: Digital Data & IT; SP 4.2: Public-Facing Process Modernization)*

- Electronic Message Retention and Device Policy and draft updated FOIA Response Protocol were circulated to Rules & Ordinances Committee for review. *(SP 2.1: Digital Data & IT; SP 4.2: Public-Facing Process Modernization)*
- Submitted memorandum concerning municipal procurement and internal-control considerations to consultant assisting Region VII municipalities with development of updated guidance and best practices. *(SP 2.2: Financial Stability; SP 2.4: Stewardship of City Assets)*
- Circulated informational memorandum outlining existing internal controls related to check issuance and payment authorization. *(SP 2.2: Financial Stability)*

Planning, Development & Annexation

- Continued evaluation of annexation opportunities and associated fiscal and service-delivery implications. *(SP 3.4: Housing & Home Ownership)*
- Updated annexation outreach materials for Beverly Pike businesses. Future actions and next steps will depend on property-owner interest and feedback. *(SP 3.1: Businesses & Downtown)*
- September training session scheduled with WVU Land Use and Sustainable Development Law Clinic for Planning Commission and Board of Zoning Appeals members. *(SP 5.2: Employee Training & Development)*

Financial Sustainability & Organizational Support

- Initial draft of FY 2027 Budget Overview completed and circulated for internal review. Remaining work includes addition of a Sanitation Fund page. Intended uses include website publication, Council meeting handouts, and community presentations to improve public understanding of City finances and operations. *(SP 2.3: Stakeholder Participation in Budgeting; SP 4.1: Transparency & Public Awareness)*
- Coordinated vacation-coverage planning with Executive Secretary and City Attorney, including Council support functions, resolution preparation, and FOIA response procedures. *(SP 5.2: Employee Training & Development)*

Intergovernmental Affairs & Professional Development

- Attended HUD training webinars concerning administration, requirements, and reporting obligations associated with FY 2026 federal earmark award. *(SP 6.4: State & Federal Relationships)*
- Attended WVML member calls. *(SP 6.1: Collaboration with Governments)*

Upcoming Milestones & Decision Points

Comprehensive Plan Adoption

- Planning Commission public hearing: July 30
- Council presentation: August 6
- Council public hearing and possible adoption: September 3

Council Rules of Procedure

- Proposed Council adoption: July 23
- Proposed effective date: September 1

Streetscape & Riverfront Engineering Procurement

- Solicitation released
- Consultant selection anticipated Summer/Fall 2026
- Engineering phase anticipated Fall 2026
- Funding sources include WVDOT Transportation Alternatives grant, TIF revenues, and FY 2026 HUD earmark
- Woodlands Development & Lending providing assistance under approved MOU

Transportation Alternatives Grant

- Council acceptance of grant terms anticipated later this year
- Project schedule will need to account for WVDOT notice-to-proceed process

City Hall Financing & Historic Tax Credits

- Attorney engagement anticipated July 9
- Property-transfer ordinances anticipated beginning July 23 (with informational presentation by attorney and others)
- Financing and related property-transfer actions projected during August
- Historic tax-credit structure to be finalized prior to August 31 deadline

Ongoing Support to Boards, Commissions & Committees

The Clerk's Department provides ongoing administrative, procedural, records-management, policy, and coordination support to Council and numerous boards, commissions, and committees, including Finance, Rules & Ordinances, Municipal Properties, Personnel, Planning Commission, Board of Zoning Appeals, Building Commission, Civil Service Commissions, TIF Advisory Committee, Leadership Team, and related bodies.

##



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 9, 2026
Section:	Approval of Vendor Invoice Payments
Category:	Action Item
Agenda Item Name:	Vendor invoices presented for approval: June 8 through July 3, 2026 <i>(Available for public review in the city clerk's office two business days before this meeting, as required by W. Va. Ethics Commission Open Meetings Advisory Opinion 2012-04.)</i>
Recommended By:	City Treasurer
Summary:	Accounts payable transactions in all funds for the referenced period
Fiscal Impact:	Report details \$1,581,324.44 in transactions from all funds.
Recommendation:	Consider for approval
Attachments:	1. AP Check Report 6-8-26 thru 7-3-26

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01447	Heritage Fire Equipment							
C-CHECK	Heritage Fire Equipment	VOIDED	V 6/16/2026			018913		216.00CR

* * 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	216.00CR	216.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	1	216.00CR	0.00	0.00
BANK: TOTALS:	1	216.00CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01390 I-43120	Phoenix Solutions, LLC Chemicals	R	6/30/2026	78.50		000087		78.50
00471 I-061026 Whitmer	FirstEnergy MP/PE Whitmer Churchill 050626-00626	D	6/18/2026	1,013.78		009532		1,013.78
00283 I-052826 Whitmer	Frontier Phone/Int 0528-062726	D	6/24/2026	139.99		009547		139.99

* * T O T A L S * *		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1		78.50		0.00	78.50
HAND CHECKS:	0		0.00		0.00	0.00
DRAFTS:	2		1,153.77		0.00	1,153.77
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: GCBANTOTALS:	3	1,232.27		0.00	1,232.27
BANK: GCBAN	TOTALS:	3	1,232.27		0.00	1,232.27

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02649	Civil & Enviromental Consultan							
I-50900	Civil & Enviromental Consultan	D	6/18/2026	7,628.28		009533		7,628.28

* * 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:	1	7,628.28	0.00	7,628.28
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PCWOMTOTALS:	1	7,628.28	0.00	7,628.28
BANK: PCWOM TOTALS:	1	7,628.28	0.00	7,628.28

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00119 I-49176925	First-Citizens Bank & Trust Co Konica Printer 060826	D	6/08/2026	55.00		009396		55.00
00471 I-051926 Barron	FirstEnergy MP/PE Barron	D	6/08/2026	15,406.85		009397		15,406.85
02347 I-20295270	LEAF Toshiba 5525AC 060826	D	6/08/2026	283.19		009398		283.19
02347 I-20295271	LEAF Toshiba 4525AC 060826	D	6/08/2026	168.50		009399		168.50
02347 I-20295272	LEAF Toshiba 060826	D	6/08/2026	147.50		009400		147.50
02347 I-20310212	LEAF Toshiba 4525AC 061026	D	6/08/2026	381.13		009401		381.13
02361 C-041526 D-Crctn 12635	Triple K Kustomz Correction on DR Entry Crctn on entry	D D	6/08/2026 6/08/2026	1,469.17CR 1,469.17		009402 009402		
00484 I-052226 1 Bax WD	Mountaineer Gas Company Baxter St 040926-050826	D	6/09/2026	51.90		009403		51.90
00484 I-052226 1 Baxter	Mountaineer Gas Company 1 Baxter 040926-050826	D	6/09/2026	240.59		009404		240.59
00484 I-052226 216 4th	Mountaineer Gas Company 216 4th St 041026-050826	D	6/09/2026	502.84		009405		502.84
00484 I-052226 216 4th B	Mountaineer Gas Company 216 4th St B 041026-050826	D	6/09/2026	51.36		009406		51.36
00484 I-052226 401 Davis	Mountaineer Gas Company 401 Davis Ave 041026-050826	D	6/09/2026	64.29		009407		64.29
00484 I-052226 5 Baxter	Mountaineer Gas Company 5 Baxter 040926-050826	D	6/09/2026	104.69		009408		104.69
00484 I-052226 917 S RR	Mountaineer Gas Company 917 S RR 040926-050826	D	6/09/2026	39.23		009409		39.23

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00484	I-052226 Barron Ave	Mountaineer Gas Company Barron Ave 040926-050826	D 6/09/2026	64.61		009410		64.61
00484	I-052226 Baxter	Mountaineer Gas Company Baxter 040926-050826	D 6/09/2026	152.58		009411		152.58
00484	I-052226 Center	Mountaineer Gas Company Center St 041026-050826	D 6/09/2026	39.23		009412		39.23
00484	I-052226 Fld Ctl	Mountaineer Gas Company Flood Control 040926-050826	D 6/09/2026	381.35		009413		381.35
00484	I-052226 Glendale LS	Mountaineer Gas Company Glendale LS3 040926-050826	D 6/09/2026	77.02		009414		77.02
00484	I-052226 Industrial	Mountaineer Gas Company Industrial Pk 040926-050826	D 6/09/2026	51.90		009415		51.90
00484	I-052226 RELee	Mountaineer Gas Company Robert E Lee 040926-050826	D 6/09/2026	200.35		009416		200.35
00484	I-052226 Stewart	Mountaineer Gas Company Stewart LS 040926-050826	D 6/09/2026	61.59		009417		61.59
00741	I-VF 202606092621	Great-West Trust Company LLC Voya	D 6/09/2026	830.00		009418		950.00
	I-VF2202606092621	Voya AT	D 6/09/2026	120.00		009418		
00792	I-RTD202606092621	WV Consolidated Retirement Boa Retirement	D 6/09/2026	7,242.49		009419		7,242.49
00952	I-RTF202606092621	WV Consolidated Retirement Boa Retirement	D 6/09/2026	3,533.96		009420		8,749.88
	I-RTN202606092621	Retirement	D 6/09/2026	5,215.92		009420		
00993	I-RT6202606092621	WV Consolidated Retirement Boa Retirement 6%	D 6/09/2026	10,885.62		009421		10,885.62
02667	I-HSA202606092621	Health Equity Health Savings	D 6/09/2026	1,191.54		009422		1,191.54
00283	I-052026 Phone/Int	Frontier Phones/Internet 052026	D 6/15/2026	1,047.79		009423		1,047.79

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00385 I-3162345	John Deere Financial 0300078387-000 061426	D	6/15/2026	2,096.69		009424		2,096.69
00471 I-052626 Jimtown	FirstEnergy MP/PE Jimtown Comm 042126-052126	D	6/15/2026	12.68		009425		12.68
00471 I-052626 RT3 Haddix	FirstEnergy MP/PE Rt 3 Haddix Rd 042326-052126	D	6/15/2026	20.89		009426		20.89
00471 I-052626 Rt 219/250	FirstEnergy MP/PE Rt 219/250S 042226-052126	D	6/15/2026	79.72		009427		79.72
01727 I-578571-060326	Enterprise FM Trust Fleet Leases 06/2026	D	6/15/2026	20,758.43		009428		20,758.43
02347 I-20331980	LEAF Toshiba ES4515AC	D	6/15/2026	135.23		009429		135.23
00047 I-00007 061926	Truist Governmental Finance 99480000234-07 061926	D	6/16/2026	4,984.55		009430		4,984.55
02417 I-05/26 Visa NFleet	US Bank Corporate Payment Syst Visa NonFleet 05/2026	D	6/17/2026	95,671.13		009518		95,671.13
02417 I-05/26 Visa Fleet	US Bank Corporate Payment Syst Visa Fleet Pmt 052926	D	6/17/2026	20,442.74		009525		20,442.74
00471 I-060226 Elkins Comm	FirstEnergy MP/PE Elkins Comm Lighting 060226	D	6/18/2026	10,336.89		009526		10,336.89
00471 I-060226 Teaberry	FirstEnergy MP/PE Teaberry Comm 060226	D	6/18/2026	53.71		009527		53.71
00484 I-060226 500 Scott F	Mountaineer Gas Company Scott Ford Rd 042226-051926	D	6/18/2026	40.01		009528		40.01
00484 I-060226 Bearhunter	Mountaineer Gas Company 153 Bearhunter 042126-052026	D	6/18/2026	38.00		009529		38.00
02347 I-20351993	LEAF Tosh E478S 061826	D	6/18/2026	85.00		009530		85.00
02347 I-20351994	LEAF Tosh E478S	D	6/18/2026	85.00		009531		85.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00741	Great-West Trust Company LLC							
I-VF 202606232622	Voya	D	6/23/2026	830.00		009534		
I-VF2202606232622	Voya AT	D	6/23/2026	120.00		009534		950.00
00792	WV Consolidated Retirement Boa							
I-RTD202606232622	Retirement	D	6/23/2026	7,692.53		009535		7,692.53
00952	WV Consolidated Retirement Boa							
I-RTF202606232622	Retirement	D	6/23/2026	3,541.52		009536		
I-RTN202606232622	Retirement	D	6/23/2026	5,073.32		009536		8,614.84
00993	WV Consolidated Retirement Boa							
I-RT6202606232622	Retirement 6%	D	6/23/2026	10,919.52		009537		10,919.52
02667	Health Equity							
I-HSA202606232622	Health Savings	D	6/23/2026	1,191.54		009538		1,191.54
00047	Truist Governmental Finance							
I-062726 000006	9948000234-06 062726	D	6/24/2026	2,643.26		009539		2,643.26
00283	Frontier							
I-060526 4th	Business FiberNet 0605-070426	D	6/24/2026	144.99		009540		144.99
00385	John Deere Financial							
I-3164629	0300078263000 062026	D	6/24/2026	1,697.03		009541		
I-3168695	0300078289000 063026	D	6/24/2026	2,252.66		009541		3,949.69
00471	FirstEnergy MP/PE							
I-061026 High St	High St 050726-060826	D	6/24/2026	26.87		009542		26.87
02347	LEAF							
I-20384581	Tosh/Lex 062426	D	6/24/2026	629.69		009543		629.69
02347	LEAF							
I-20388801	Tosh E4515AC 062526	D	6/24/2026	205.62		009544		205.62
02347	LEAF							
I-20388802	Tosh E3025AC 062526	D	6/24/2026	492.47		009545		492.47
02724	Harris Electrical Services LLC							
I-237	Electrical Work - PD City Hall	D	6/24/2026	3,698.32		009546		3,698.32
00211	Elkins Depot Welcome Center							
I-04/26 Hotel/Motel	Hotel/Motel Collection 04/26	R	6/09/2026	11,402.65		018878		11,402.65

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00711	Tygart Valley Transfer, Inc.							
I-00045794	Comm	R	6/09/2026	105.11		018879		
I-00045800	Comm	R	6/09/2026	86.95		018879		
I-00045819	Res	R	6/09/2026	468.20		018879		
I-00045825	Comm	R	6/09/2026	944.99		018879		
I-00045828	Res	R	6/09/2026	559.92		018879		
I-00045847	Comm	R	6/09/2026	318.18		018879		
I-00045868	Res	R	6/09/2026	169.12		018879		
I-00045890	Res	R	6/09/2026	821.73		018879		
I-00045891	Res	R	6/09/2026	935.43		018879		
I-00045896	Comm	R	6/09/2026	1,040.54		018879		
I-00045917	Comm	R	6/09/2026	119.44		018879		
I-00045925	Comm	R	6/09/2026	382.20		018879		
I-00045930	Comm	R	6/09/2026	165.30		018879		
I-00045941	Res	R	6/09/2026	524.57		018879		
I-00045944	Comm	R	6/09/2026	280.92		018879		
I-00045950	Res	R	6/09/2026	651.65		018879		
I-00045953	Comm	R	6/09/2026	472.02		018879		
I-00045979	Comm	R	6/09/2026	259.90		018879		
I-00045981	Comm	R	6/09/2026	214.99		018879		
I-00045985	Comm	R	6/09/2026	394.62		018879		
I-00046002	Res	R	6/09/2026	596.23		018879		
I-00046003	Comm	R	6/09/2026	728.09		018879		
I-00046004	Res	R	6/09/2026	553.23		018879		
I-00046031	Comm	R	6/09/2026	244.61		018879		
I-00046036	Comm	R	6/09/2026	303.85		018879		
I-00046046	Res	R	6/09/2026	638.27		018879		
I-00046047	Res	R	6/09/2026	625.85		018879		
I-00046051	Comm	R	6/09/2026	700.38		018879		
I-00046065	Comm	R	6/09/2026	199.70		018879		
I-00046068	Comm	R	6/09/2026	336.34		018879		
I-00046090	Res	R	6/09/2026	558.97		018879		
I-00046091	Res	R	6/09/2026	507.37		018879		
I-00046092	Comm	R	6/09/2026	904.86		018879		
I-00046116	Comm	R	6/09/2026	243.65		018879		
I-00046142	Comm	R	6/09/2026	1,173.35		018879		
I-00046144	Res	R	6/09/2026	977.48		018879		
I-00046151	Res	R	6/09/2026	851.35		018879		
I-00046174	Comm	R	6/09/2026	151.92		018879		
I-00046180	Res	R	6/09/2026	118.48		018879		
I-00046183	Comm	R	6/09/2026	145.24		018879		
I-00046189	Comm	R	6/09/2026	203.52		018879		
I-00046195	Comm	R	6/09/2026	161.48		018879		
I-00046211	Res	R	6/09/2026	534.12		018879		
I-00046215	Comm	R	6/09/2026	515.01		018879		
I-00046216	Res	R	6/09/2026	575.21		018879		
I-00046243	Comm	R	6/09/2026	315.32		018879		
I-00046246	Comm	R	6/09/2026	420.42		018879		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-00046262	Comm	R	6/09/2026	542.72		018879		
I-00046263	Res	R	6/09/2026	530.30		018879		
I-00046268	Res	R	6/09/2026	527.44		018879		
I-00046283	Comm	R	6/09/2026	547.50		018879		
I-00046287	Comm	R	6/09/2026	289.52		018879		
I-00046305	Res	R	6/09/2026	482.53		018879		
I-00046306	Comm	R	6/09/2026	563.75		018879		
I-00046308	Res	R	6/09/2026	561.83		018879		
I-00046318	Comm	R	6/09/2026	494.95		018879		
I-00046324	Comm	R	6/09/2026	211.17		018879		
I-00046331	Comm	R	6/09/2026	45.86		018879		
I-00046340	Comm	R	6/09/2026	307.67		018879		
I-00046349	Comm	R	6/09/2026	715.67		018879		
I-00046353	Res	R	6/09/2026	581.90		018879		
I-00046354	Res	R	6/09/2026	577.12		018879		
I-00046373	Res	R	6/09/2026	140.46		018879		
I-00046378	Comm	R	6/09/2026	216.90		018879		
I-00046406	Res	R	6/09/2026	980.34		018879		
I-00046410	Comm	R	6/09/2026	893.39		018879		
I-00046414	Res	R	6/09/2026	839.88		018879		
I-00046433	Comm	R	6/09/2026	260.85		018879		
I-00046439	Comm	R	6/09/2026	96.51		018879		
I-00046446	Comm	R	6/09/2026	125.17		018879		
I-00046449	Res	R	6/09/2026	538.90		018879		
I-00046461	Res	R	6/09/2026	558.97		018879		
I-00046468	Comm	R	6/09/2026	458.64		018879		
I-00046486	Comm	R	6/09/2026	375.51		018879		
I-00046491	Res	R	6/09/2026	182.50		018879		
I-00046493	Comm	R	6/09/2026	424.24		018879		
I-00046499	Comm	R	6/09/2026	160.52		018879		
I-00046506	Comm	R	6/09/2026	297.16		018879		
I-00046512	Comm	R	6/09/2026	282.83		018879		
I-00046514	Res	R	6/09/2026	575.21		018879		
I-00046515	Res	R	6/09/2026	498.77		018879		
I-00046517	Comm	R	6/09/2026	460.55		018879		
I-00046541	Comm	R	6/09/2026	438.57		018879		
I-00046549	Res	R	6/09/2026	650.70		018879		
I-00046550	Res	R	6/09/2026	723.31		018879		
I-00046552	Res	R	6/09/2026	93.64		018879		
I-00046553	Comm	R	6/09/2026	510.24		018879		
I-00046583	Comm	R	6/09/2026	466.28		018879		
I-00046587	Comm	R	6/09/2026	325.83		018879		
I-00046588	Comm	R	6/09/2026	450.04		018879		
I-00046593	Res	R	6/09/2026	653.56		018879		
I-00046595	Res	R	6/09/2026	492.08		018879		
I-00046596	Comm	R	6/09/2026	936.39		018879		
I-00046609	Comm	R	6/09/2026	511.19		018879		
I-00046614	Comm	R	6/09/2026	493.99		018879		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-00046639	Comm	R	6/09/2026	688.92		018879		
I-00046641	Res	R	6/09/2026	1,421.78		018879		
I-00046644	Res	R	6/09/2026	1,010.92		018879		
I-00046645	Comm	R	6/09/2026	1,390.25		018879		
I-00046667	Comm	R	6/09/2026	390.80		018879		
I-00046672	Comm	R	6/09/2026	322.00		018879		
I-00046684	Comm	R	6/09/2026	197.79		018879		
I-00046686	Res	R	6/09/2026	633.50		018879		
I-00046688	Res	R	6/09/2026	634.45		018879		
I-00046691	Comm	R	6/09/2026	714.71		018879		
I-00046711	Res	R	6/09/2026	160.52		018879		
I-00046712	Comm	R	6/09/2026	405.13		018879		
I-00046721	Comm	R	6/09/2026	213.08		018879		
I-00046727	Res	R	6/09/2026	191.10		018879		
I-00046730	Res	R	6/09/2026	705.16		018879		
I-00046732	Comm	R	6/09/2026	701.34		018879		
I-00046734	Res	R	6/09/2026	813.13		018879		
I-00046754	Comm	R	6/09/2026	315.32		018879		
I-00046758	Comm	R	6/09/2026	153.84		018879		
I-00046783	Res	R	6/09/2026	677.45		018879		
I-00046784	Res	R	6/09/2026	394.62		018879		
I-00046787	Comm	R	6/09/2026	1,069.20		018879		57,498.14
00786	WV Bureau for Public Health							
I-CKREQ 060126 HOW	T Howell ClL III WW Lic Rnw1	R	6/09/2026	175.00		018880		175.00
00927	Interstate Battery System of S							
I-51021429	2 31P-MHD	R	6/09/2026	295.90		018881		
I-51021613	1 MTP-65HD	R	6/09/2026	160.95		018881		456.85
01594	Pace Analytical Services LLC							
I-2630681516	Analytical chgs 30866029	R	6/09/2026	150.40		018882		
I-2630681579	Analytical chgs 30866031	R	6/09/2026	611.30		018882		761.70
01942	Elkins Municipal Building Comm							
I-1214756-13	1214756-13 053126 Interest	R	6/09/2026	9,310.13		018883		9,310.13
02059	Matheny Motor Truck Company							
I-104383C	8ft Purple Pol	R	6/09/2026	14.02		018884		14.02
02361	Triple K Kustomz							
I-12635 041526	Clutch repairs 04 Ford F550	R	6/09/2026	1,469.17		018885		1,469.17

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02608	Zinn's R Us Inc							
I-5787	4 Septic Holding Tanks	R	6/09/2026	400.00		018886		
I-5788	4 Septic Holding Tanks	R	6/09/2026	400.00		018886		800.00
02724	Harris Electrical Services LLC							
I-235 060526	City Hall PD Data Work	R	6/09/2026	3,804.95		018887		3,804.95
02963	Caldwell Pump Services LLC							
I-2606004	Field Labor Install Check Valv	R	6/09/2026	3,800.00		018888		3,800.00
02990	Casey Collins							
I-CKREQ 060126	Reimb CDL Testing	R	6/09/2026	235.00		018889		235.00
1	MARSHALL PROPERTIES							
I-000202606052620	US REFUND	R	6/09/2026	410.89		018890		410.89
02605	Commercial Builders Inc							
I-PH2 Appl #5	contracted services	R	6/09/2026	231,065.80		018891		231,065.80
02978	Keystone Waterproofing, Inc.							
I-Appl #2	contracted services	R	6/09/2026	92,430.00		018892		92,430.00
00116	Child Support Enforcement							
I-CDS202606092621	Child Support	R	6/09/2026	453.40		018893		453.40
00121	Citizens Bank of WVFP							
I-FP 202606092621	Fire Pension	R	6/09/2026	387.02		018894		387.02
00122	Citizens Bank of WVFP							
I-PP 202606092621	Police Pension	R	6/09/2026	203.52		018895		
I-PPN202606092621	Police Pension-2010 Forward	R	6/09/2026	249.38		018895		452.90
00147	COE Misc							
I-MIS202606092621	Misc Reimbursements	R	6/09/2026	425.00		018896		425.00
00150	COE Payroll							
I-T1 202606092621	Federal Withholding	R	6/09/2026	14,819.32		018897		14,819.32
00151	COE Payroll							
I-T3 202606092621	FICA	R	6/09/2026	22,841.90		018898		
I-T4 202606092621	Medicare	R	6/09/2026	5,653.92		018898		28,495.82
00152	COE Payroll							
I-T2 202606092621	State Withholding	R	6/09/2026	6,145.00		018899		6,145.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00203	Davis Trust Company							
I-CC 202606092621	Employee Christmas Club	R	6/09/2026	2,950.00		018900		2,950.00
00747	Washington National Insurance							
I-WN 202606092621	Washington National Insurance	R	6/09/2026	574.13		018901		574.13
00837	COE Payroll Reimbursement							
I-001202606092621	Payroll Reimbursement	R	6/09/2026	61,019.38		018902		
I-006202606092621	Payroll Reimbursement	R	6/09/2026	7,952.41		018902		
I-036202606092621	Payroll Reimbursement	R	6/09/2026	17,330.99		018902		
I-400202606092621	Payroll Reimbursement	R	6/09/2026	24,826.06		018902		
I-401202606092621	Payroll Reimbursement	R	6/09/2026	16,502.69		018902		
I-404202606092621	Payroll Reimbursement	R	6/09/2026	13,003.14		018902		140,634.67
01885	Colonial Life							
I-CL 202606092621	Colonial Life-AT	R	6/09/2026	91.03		018903		
I-CLP202606092621	Colonial Life-PT	R	6/09/2026	52.52		018903		143.55
00812	WV Division of Corrections & R							
I-5126B49F	20 days Inmate Housing 05/26	R	6/09/2026	1,345.40		018904		1,345.40
00813	West Virginia Rural Water Asso							
I-CM-00497	WVRWA Membership Sewer	R	6/09/2026	1,722.05		018905		1,722.05
01681	HdL Companies							
I-05312026	Addt'l BL Revenue 05/2026	R	6/09/2026	886.87		018906		886.87
00132	Clarksburg Water Board							
I-M94685	Compliance Samples 05/26	R	6/16/2026	23.00		018907		
I-M94732	Compliance Samples 05/26	R	6/16/2026	230.00		018907		253.00
00154	COE Sanitation							
I-202606059480	Roll Off City Hall 05/26	R	6/16/2026	205.53		018908		
I-202606059481	Roll Off Rental Water Plant	R	6/16/2026	205.53		018908		411.06
00201	Davis Electrical Svc. Inc							
I-292075	2 Refrigerators	R	6/16/2026	1,178.00		018909		1,178.00
00468	Miss Utility of West Virginia,							
I-WV26-7994	Message Fees May 2026	R	6/16/2026	355.00		018910		355.00
01390	Phoenix Solutions, LLC							
I-43048	Chemicals	R	6/16/2026	8,285.58		018911		
I-43084	Chemicals	R	6/16/2026	5,058.16		018911		13,343.74

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01445	Linda Silva							
I-CKREQ 061626	Reimb Foot Pump & Mulch	R	6/16/2026	28.56		018912		28.56
01447	Heritage Fire Equipment							
I-19398	12 Hose Straps	V	6/16/2026	216.00		018913		216.00
01447	Heritage Fire Equipment							
M-CHECK	Heritage Fire Equipment VOIDED	V	6/16/2026			018913		216.00CR
01594	Pace Analytical Services LLC							
I-2630682875	Analytical Charges Proj 308660	R	6/16/2026	845.00		018914		845.00
01751	COE WWTP							
I-202606129499	Backwash 05/2026	R	6/16/2026	1,079.96		018915		1,079.96
02132	American Airworks							
I-246629	Control Valve	R	6/16/2026	157.00		018916		157.00
02724	Harris Electrical Services LLC							
I-236 061226	Electrical Work City Hall	R	6/16/2026	6,946.29		018917		6,946.29
00116	Child Support Enforcement							
I-CDS202606232622	Child Support	R	6/23/2026	453.40		018918		453.40
00121	Citizens Bank of WVFP							
I-FP 202606232622	Fire Pension	R	6/23/2026	399.49		018919		399.49
00122	Citizens Bank of WVFP							
I-PP 202606232622	Police Pension	R	6/23/2026	206.69		018920		
I-PPN202606232622	Police Pension-2010 Forward	R	6/23/2026	227.77		018920		434.46
00147	COE Misc							
I-MIS202606232622	Misc Reimbursements	R	6/23/2026	437.00		018921		437.00
00150	COE Payroll							
I-T1 202606232622	Federal Withholding	R	6/23/2026	15,828.06		018922		15,828.06
00151	COE Payroll							
I-T3 202606232622	FICA	R	6/23/2026	24,420.26		018923		
I-T4 202606232622	Medicare	R	6/23/2026	6,022.94		018923		30,443.20
00152	COE Payroll							
I-T2 202606232622	State Withholding	R	6/23/2026	6,437.00		018924		6,437.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00203	Davis Trust Company							
I-CC 202606232622	Employee Christmas Club	R	6/23/2026	2,950.00		018925		2,950.00
00747	Washington National Insurance							
I-WN 202606232622	Washington National Insurance	R	6/23/2026	574.13		018926		574.13
00837	COE Payroll Reimbursement							
I-001202606232622	Payroll Reimbursement	R	6/23/2026	63,972.13		018927		
I-006202606232622	Payroll Reimbursement	R	6/23/2026	11,818.79		018927		
I-036202606232622	Payroll Reimbursement	R	6/23/2026	17,451.58		018927		
I-400202606232622	Payroll Reimbursement	R	6/23/2026	26,110.80		018927		
I-401202606232622	Payroll Reimbursement	R	6/23/2026	17,278.23		018927		
I-404202606232622	Payroll Reimbursement	R	6/23/2026	14,360.60		018927		150,992.13
01885	Colonial Life							
I-CL 202606232622	Colonial Life-AT	R	6/23/2026	91.03		018928		
I-CLP202606232622	Colonial Life-PT	R	6/23/2026	52.52		018928		143.55
00006	AFLAC							
I-AF 202606092621	Aflac-After Tax Ins	R	6/23/2026	887.42		018929		
I-AF 202606232622	Aflac-After Tax Ins	R	6/23/2026	887.42		018929		
I-AFL202606092621	Aflac Insurance	R	6/23/2026	256.58		018929		
I-AFL202606232622	Aflac Insurance	R	6/23/2026	256.58		018929		2,288.00
00242	Elkins Professional Firefighte							
I-EPF202606092621	Elkins Professional FF	R	6/23/2026	150.00		018930		
I-EPF202606232622	Elkins Professional FF	R	6/23/2026	150.00		018930		300.00
00591	Retiree Health Benefit Trust F							
I-06/2026	Retirees RHBT 06/2026	R	6/23/2026	2,337.92		018931		
I-06/26 Chen/Sev	RChenoweth/LSeverino 6/26	R	6/23/2026	24.00		018931		
I-RHB202606232622	Retiree Health Benefit Trust	R	6/23/2026	960.00		018931		3,321.92
00805	WV FBMC							
I-06/26 RChenoweth	R Chenoweth 2 pays 06/26	R	6/23/2026	102.84		018932		
I-FB2202606092621	Mt. Flex Benefits Post Tax	R	6/23/2026	3.00		018932		
I-FB2202606232622	Mt. Flex Benefits Post Tax	R	6/23/2026	3.00		018932		
I-MFB202606092621	Mt. Flex Benefit	R	6/23/2026	2,309.75		018932		
I-MFB202606232622	Mt. Flex Benefit	R	6/23/2026	2,101.84		018932		4,520.43
00810	WV Public Employee Insurance A							
I-06/26 LSeverino	L Severino Health/Life 06/26	R	6/23/2026	514.98		018933		
I-06/26 RChenoweth	RChenoweth Health/Life 06/26	R	6/23/2026	1,079.98		018933		
I-BL 202606232622	Basic Life Benefit	R	6/23/2026	186.12		018933		
I-CEC202606092621	Plan C E/C	R	6/23/2026	2,325.00		018933		
I-CEC202606232622	Plan C E/C	R	6/23/2026	2,325.00		018933		
I-CF 202606092621	Plan C Family	R	6/23/2026	25,872.00		018933		
I-CF 202606232622	Plan C Family	R	6/23/2026	24,794.00		018933		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-CS 202606092621	Plan C Single	R	6/23/2026	7,182.00		018933		
I-CS 202606232622	Plan C Single	R	6/23/2026	7,182.00		018933		
I-DL 202606092621	Dependent Life	R	6/23/2026	122.76		018933		
I-DL 202606232622	Dependent Life	R	6/23/2026	122.76		018933		
I-OL 202606092621	Optional Life	R	6/23/2026	476.65		018933		
I-OL 202606232622	Optional Life	R	6/23/2026	466.75		018933		
I-TOF202606092621	Tobacco Surcharge Family	R	6/23/2026	375.00		018933		
I-TOF202606232622	Tobacco Surcharge Family	R	6/23/2026	375.00		018933		
I-TOS202606092621	Tobacco Surcharge Single	R	6/23/2026	112.50		018933		
I-TOS202606232622	Tobacco Surcharge Single	R	6/23/2026	112.50		018933		73,625.00
02755	Citizens Bank of WV							
I-GAR202606092621	Case #: CC-42-2023-C-79	R	6/23/2026	182.44		018934		
I-GAR202606232622	Case #: CC-42-2023-C-79	R	6/23/2026	182.44		018934		364.88
00525	Otis Elevator Co.							
I-Appl #2	contracted services	R	6/23/2026	86,036.85		018935		86,036.85
02928	Pillar Innovations							
I-Appl #1	contracted services	R	6/23/2026	24,299.55		018936		24,299.55
00099	Casto & Harris of WV LLC							
I-119314	Council Min Bks/Resolution Bk	R	6/23/2026	493.53		018937		493.53
00154	COE Sanitation							
I-202606169532	Hauling/Tipping 47269 061126	R	6/23/2026	1,276.88		018938		
I-202606169536	Hauling/Tipping 47222 061026	R	6/23/2026	415.03		018938		1,691.91
00628	Seneca Designs							
I-49004	Shirts - Summer Camp	R	6/23/2026	350.25		018939		350.25
01390	Phoenix Solutions, LLC							
I-43116	Chemicals	R	6/23/2026	13,952.71		018940		13,952.71
02498	Better Built Handyman Company							
I-501	Fence Repair	R	6/23/2026	2,800.00		018941		2,800.00
02879	Allegheny Excavating LLC							
I-522	Demo/Clean up 91 11th St	R	6/23/2026	9,925.00		018942		9,925.00
00517	Ohio Valley Bank							
I-6300002950 070126	6300002950 070126	R	6/23/2026	8,166.47		018943		8,166.47

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00007 I-5524004839	Airgas USA, LLC Lease Cyl Renewals	R	6/30/2026	650.00		018944		650.00
00126 I-202606246033	City of Clarksburg Yard Waste 06122026 2379	R	6/30/2026	134.00		018945		134.00
00132 I-M94798 I-M94808 I-M94834	Clarksburg Water Board Compliance Samples 06/26 Compliance Samples 06/26 Compliance Samples	R R R	6/30/2026 6/30/2026 6/30/2026	23.00 23.00 230.00		018946 018946 018946		276.00
00365 I-00012527	Hydro-Dyne Engineering, Inc. Wiese Flo chain set	R	6/30/2026	2,845.75		018947		2,845.75
00730 I-21939	Valley Steel Repair gate	R	6/30/2026	520.60		018948		520.60
00813 I-06/2026	West Virginia Rural Water Asso Voting Membership	R	6/30/2026	2,283.60		018949		2,283.60
00855 I-4320	Agency LMC Mailchimp Resol 05/26	R	6/30/2026	313.03		018950		313.03
01390 I-43148	Phoenix Solutions, LLC Chemicals	R	6/30/2026	6,234.08		018951		6,234.08
01594 I-2630685791 I-2630685831 I-2630685832	Pace Analytical Services LLC Analytical Serv 30873284 Analytical Serv 30873281 Analytical Serv 30873286	R R R	6/30/2026 6/30/2026 6/30/2026	150.40 63.00 131.60		018952 018952 018952		345.00
01764 I-CKREQ 061826	Marilynn Cuonzo Reimb Perennials	R	6/30/2026	25.62		018953		25.62
01790 I-528 I-529 I-532 I-533	Crim Law Office PLLC Attorney Serv 10/2025 Municipal Ct Matters 10/25 Attorney Serv 11/2025 Municipal Ct Matters 11/25	R R R R	6/30/2026 6/30/2026 6/30/2026 6/30/2026	10,290.00 3,120.00 2,440.00 770.00		018954 018954 018954 018954		16,620.00
01833 I-35626	P3 Cost Analysts Visa VUIRF 06/2026	R	6/30/2026	662.97		018955		662.97

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01942 I-1214756-13 063026	Elkins Municipal Building Comm 1214756-13 063026	R	6/30/2026	10,814.41		018956		10,814.41
02019 I-1060.26.1	Extreme Endeavors Connect FM to Monitoring Sys	R	6/30/2026	1,158.75		018957		1,158.75
02322 I-80241383	Badger Meter Hosting Services 06/2026	R	6/30/2026	302.19		018958		302.19
02426 I-181449-01-01	Game Time Game Time playground install	R	6/30/2026	37,104.57		018959		37,104.57
02485 I-INV7003	American Fence Company LLC Repairs to fence	R	6/30/2026	793.93		018960		793.93
02580 I-062226	Mountain Motorworks Maintenance on vehicles	R	6/30/2026	398.54		018961		398.54
02769 I-6509662	BCN Telecom Inc TBS Street Cameras	R	6/30/2026	1,812.42		018962		1,812.42
02965 I-6172026	MP Excavation LLC 40ft Container for Storage	R	6/30/2026	10,000.00		018963		10,000.00
02992 I-060826	WVU Research Corporation Final Phase Comprehensive Plan	R	6/30/2026	7,980.00		018964		7,980.00
02993 I-1051	Farrell Tree Service contracted services	R	6/30/2026	750.00		018965		750.00
00691 I-L01320	The Inter-Mountain legal ad for CCRs	R	6/30/2026	888.03		018966		888.03
02047 I-14846	Cybertech Automation USA Inc fire wall protection	R	6/30/2026	708.00		018967		708.00
00143 I-07/26 Indirects	COE General Fund 2 Monthly Indirects 07/26	R	7/01/2026	14,532.23		018968		14,532.23
00149 I-07/2026 Support	COE Parks and Recreation Monthly Support 07/26	R	7/01/2026	28,816.33		018969		28,816.33
00202 I-35239 070126	Davis Trust Company 3113776-35239 070126	R	7/01/2026	1,425.22		018970		1,425.22

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00483	Mountain Valley Bank							
I-1202553-24 0701526	1202553-24 070126	R	7/01/2026	6,518.78		018971		6,518.78
00808	WV Municipal League							
I-FY2026-2027	Annual Dues	R	7/01/2026	2,496.24		018972		2,496.24
01271	WV Municipal Water Quality Ass							
I-SWFFY27	Stormwater Annual Dues	R	7/01/2026	1,378.00		018973		
I-WVFFY27	Annual Dues 070126-063027	R	7/01/2026	4,566.87		018973		5,944.87
01942	Elkins Municipal Building Comm							
I-1214756-11	1214756-11 070126	R	7/01/2026	4,833.20		018974		
I-1214756-12 070126	1214756-12 070126	R	7/01/2026	4,509.60		018974		9,342.80
02490	WVCorp							
I-117381	1st Qtrly Package	R	7/01/2026	58,748.50		018975		58,748.50

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	97	1,310,558.42	0.00	1,310,342.42
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	56	244,593.03	0.00	244,593.03
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	216.00CR	216.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: Pool TOTALS:	153	1,554,935.45	0.00	1,554,935.45
BANK: Pool TOTALS:	153	1,554,935.45	0.00	1,554,935.45

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02012	Appalachian Aggregates							
I-294581	Limestone	R	6/30/2026	600.30		000096		600.30
02431	Fel-Ferguson Waterworks #527							
I-1043648	Matt Davis Taps/Waterline Rpl	R	6/30/2026	14,833.14		000097		
I-1049851	20x3 Plas Mtr Pit Ext	R	6/30/2026	95.00		000097		14,928.14
02802	Ringer's Inc							
I-23702	hydrant install, excavator	R	6/30/2026	2,000.00		000098		2,000.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	17,528.44	0.00	17,528.44
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: WATDP TOTALS:	3	17,528.44	0.00	17,528.44
BANK: WATDP TOTALS:	3	17,528.44	0.00	17,528.44
REPORT TOTALS:	160	1,581,324.44	0.00	1,581,324.44

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 6/08/2026 THRU 7/03/2026
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:	July 9, 2026
Section:	New Business
Category:	Resolution
Agenda Item Name:	Resolution 1935: FY 2027 Coal Severance Budget Revision SAO 2027-002-01
Recommended By:	City Treasurer
Summary:	Coal Severance Budget Revision, review attached
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. R-1935 - Coal Severance SAO 2027-002-01

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

(#1935)
July 9, 2026

Resolution to Approve Coal Severance Budget Revision for Fiscal Year 2027

At a regular session of the Elkins Common Council, held this date, 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 Budget Revision SAO-2027-002-01, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by _____, the vote thereon was as follows:

N. Bross-Fregonara		C. Kerns		L. Severino	
A. Carroll		C. Lowther		C. Thompson	
R. Chenoweth		B. Woods		Mayor J. Marco (in case of tie)	
M. Hinchman		E. Plishka			

WHEREUPON: The Mayor 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 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

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: **2027**Fund: **2**Revision Number: **1**Pages: **1 of 1**

City of Elkins

GOVERNMENT ENTITY

401 Davis Ave.

STREET OR PO BOX

Municipality

Government Type

Person To Contact Regarding Request:

Name: **Tracy Judy**Phone: **304-636-1414, ext 1317**Fax: **304-635-7135**

Email: tjudy@cityofelkinswv.com

Elkins

CITY

26241

ZIP CODE

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
298	Assigned Fund Balance	72,000		33,254	38,746
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)**-33,254****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
440	City Hall	90,000		33,254	56,746
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures**-33,254****APPROVED BY THE STATE AUDITOR**

BY:

Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE
OF ENTITYAPPROVAL
DATE



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 9, 2026
Section:	New Business
Category:	Resolution
Agenda Item Name:	Resolution 1936: Acceptance and approval of FTB Gibbons Engagement Letter
Recommended By:	City Clerk
Summary:	Authorizes the Mayor to execute an engagement letter with FBT Gibbons LLP to provide specialized legal services in connection with the City Hall Redevelopment Project. The firm will advise the City on matters related to the placement of historic tax credits and financing associated with the project, including financing through Mountain Valley Bank. Retaining counsel with experience in historic tax credit transactions and project financing will assist the City in advancing the redevelopment of City Hall and navigating the legal and financial requirements of the project.
Fiscal Impact:	Hourly rate of \$578 to A. Condaras.
Recommendation:	Consider for approval
Attachments:	1. R-1936 FTB Gibbons engagement letter

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1936)
July 9, 2026

***AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH FBT
GIBBONS LLP FOR LEGAL SERVICES RELATED TO THE CITY HALL
REDEVELOPMENT PROJECT***

WHEREAS, the City of Elkins is pursuing the redevelopment and financing of the City Hall project;

WHEREAS, the City has received an engagement letter dated July 2, 2026, from FBT Gibbons LLP to provide legal counsel and representation in connection with the placement of historic tax credits and the financing of the City Hall project by Mountain Valley Bank;

WHEREAS, the engagement letter identifies the City of Elkins as the client and outlines the scope of legal services to be provided by FBT Gibbons LLP in connection with the City Hall redevelopment project;

WHEREAS, the engagement letter provides that attorney Amy King Condaras will serve as counsel for the matter at an hourly rate of \$578.00, subject to future adjustments in accordance with the firm's billing practices and the terms set forth in the engagement letter and attached Standard Terms for Client Engagements;

WHEREAS, the Common Council finds that retaining legal counsel experienced in historic tax credit transactions and project financing is in the best interests of the City and will assist in the successful completion of the City Hall redevelopment project.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of Elkins, West Virginia:

Approves the engagement letter between the City of Elkins and FBT Gibbons LLP, dated July 2, 2026, for legal services related to the City Hall redevelopment project is hereby accepted and approved. The Mayor of the City of Elkins is hereby authorized and directed to execute the engagement letter and any related documents necessary to retain

FBT Gibbons LLP as legal counsel for the services described therein. City officials and staff are authorized to take all actions reasonably necessary to implement the intent of this Resolution and to work with FBT Gibbons LLP in connection with the City Hall redevelopment project.

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk

Amy King Condaras
Partner
P: +1 304.348.2403
F: +1 304.345.0115
akcondaras@fbtgibbons.com

July 2, 2026

City of Elkins
401 S. Davis Avenue
Elkins, West Virginia 26241
Attention: Jerry A. Marco, Mayor

Re: City Hall Redevelopment

Dear Mayor Marco:

We are pleased that you have asked FBT Gibbons LLP (“FBT Gibbons” or the “Firm”) to serve as your counsel for the scope of work described below. This letter and our accompanying Standard Terms for Client Engagements comprise the terms of our representation. If you have any questions about these terms, do not hesitate to contact us.

Client; Scope of Representation. Our client in this matter is the City of Elkins (“you” or the “Client”). We will represent you in advising you on the placement of historic tax credits and the financing of City Hall by Mountain Valley Bank. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us. While we would be interested in assisting you in other matters, unless we are specifically engaged for some other future matter, this will confirm that our representation of you is limited to the foregoing matter and will end when it is concluded. Should you engage us for one or more other future matters, those matters will also be governed by the terms in this engagement letter unless we issue a new engagement letter to you for any future matter.

Fees. Our fees are based primarily on the time spent by our attorneys, paralegals, and other professionals on the engagement, including travel time charged at regular rates. Attorneys, paralegals, and other professionals are assigned hourly rates based on market conditions, as well as their practice areas and skills, experience, and level of expertise. My hourly rate for this matter will be \$578 per hour. You acknowledge that we adjust our rates from time to time (typically at the beginning of each calendar year) to reflect the advancing capabilities, experience, and seniority of attorneys and other timekeepers, as well as market conditions. As a result, our rates will not be fixed for the duration of the engagement. We will notify you of rate changes and will be happy to discuss them with you.

Parent/Subsidiary/Affiliate/Constituent/Family Relationships. The Firm's representation of the Client does not give rise to an attorney-client relationship between the Firm and the Client's parent, subsidiary, or affiliate entities (for organizational clients), or any family member of the Client (for individual clients). In addition, our representation of an organizational Client does not give rise to an attorney-client relationship between the Firm and any of the Client's owners, officers, directors, shareholders, or other individuals associated with the Client. Accordingly, our representation of the Client will not create a conflict of interest in the event other clients of the Firm are or become adverse to any parent, subsidiary, affiliate, owner, officer, director, shareholder, family member, or other individuals associated with the Client.

Waiver of Future Conflicts. The Firm represents many other entities and individuals. Some may have business or legal interests that are contrary to your interests. It is therefore possible that during the time we are working for you, an existing or future client may seek our assistance in connection with a transaction, pending or potential litigation, or another matter or proceeding in which that client's interests are or could become adverse to your interests. This can create situations in which work for one client on a matter might create a conflict of interest, and preclude us from assisting other clients on unrelated matters.

To avoid the potential for this kind of restriction on our practice, you agree that FBT Gibbons may represent any existing or future client in any matter (including litigation, arbitration, or other dispute resolution proceedings), even if the interests of that client in the other matter are directly adverse to the interests of Client, as long as that other matter is not substantially related to our Firm's work on behalf of Client. You also agree that FBT Gibbons may represent Client in any matter, even if your interests in the matter are directly adverse to the interests of another FBT Gibbons client, as long as that other matter is not substantially related to our Firm's work on behalf of the other client.

Please see our Standard Terms for Client Engagements for additional information about this prospective conflicts waiver, about which we encourage you to consult with other counsel.

Additional Terms. Our engagement is also subject to the attached Standard Terms for Client Engagements. In the event of any inconsistency, the provisions of this letter will control over the Standard Terms for Client Engagements.

We appreciate the opportunity to represent you. Please return a signed version of this letter to confirm your agreement to these terms of our engagement. Our representation of you will begin when you accept the terms of our engagement. However, please note that your instructing us on this matter will also constitute your agreement to these terms.

July 2, 2026
Page 3

We look forward very much to working with you on this matter.

FBT Gibbons LLP



Amy King Condaras

Attachment

AGREED:

City of Elkins

By: _____
Jerry A. Marco, Mayor

FBT GIBBONS LLP STANDARD TERMS FOR CLIENT ENGAGEMENTS

1. **Client Responsibilities and Expectations.** We expect you to be candid with us and fully disclose all relevant facts and considerations in connection with matters in which we represent you. We expect timely cooperation from you so that we may competently represent you and comply with any applicable deadlines. We expect timely payment of required retainers, advance payments, our monthly invoices, any agreed milestone payments, and full payment of any remaining balance on completion of your matter. If you meet those expectations, you may expect that we will exercise our professional judgment on your behalf based on the facts of which we are aware and the law as it exists at the time of our representation. We cannot, however, predict or guarantee any particular outcome for your matters, and payment of our fees and invoices is not contingent on any particular outcome unless we have an agreement in writing for a contingency arrangement. Additionally, because it is important that we are always able to consult with you regarding our representation, you agree to provide us with all changes to your contact information, including the location of your principal offices, phone numbers, and email addresses.

2. **Billing / Invoices.** We bill in increments of one-tenth an hour unless we agree with you on a different arrangement. We will issue monthly statements indicating the status of the account as to both fees and expenses, unless we agree with you on a different interval or billing arrangement. The statements are due upon submission to you and will include details and options for making payment. If statements are not paid in full within 30 days, we may add a late charge of 1% per month of the amount due. If your account is delinquent for more than 60 days, we expect that you will discuss with us the reasons for the delinquency and your plan to address it, and we may stop work on the engagement until and unless your payments become current. If it becomes necessary for the Firm to file suit or to engage a collection agency for the collection of fees or expenses, the Client shall pay all related costs and expenses, including reasonable attorneys' fees.

3. **Electronic Billing.** If you ask or require us to use an electronic billing platform or application, we expect your cooperation in addressing technical problems and full or partial invoice rejections. We cannot agree to the use of e-billing systems, e-billing rules, or e-billing practices that unreasonably reject our invoices, time entries, or expenses; that impose unreasonable requirements; or that impose unreasonable short appeal deadlines or unreasonably burdensome appeal requirements.

4. **Transactional Matters in which a Closing is Anticipated.** For transactional work involving a potential closing, you agree to pay us any remaining balance in full no later than the closing. In the event that your matter does not result in a closing, we will discuss with you the payments due to the Firm based on our time and expenses invested in the matter. Unless otherwise agreed by us in writing, however, our fees and expenses for such work are not contingent on a successful closing.

5. **Estimates.** We are sometimes asked to estimate the anticipated fees and costs for a particular matter. But fees and costs are usually not predictable and are often affected by factors beyond our control. Accordingly, the total cost for legal services we provide on your matters cannot be precisely determined, and we make no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete a matter. Any estimate we provide is a good faith approximation and neither a limit on our fees and expenses nor a limit on your obligation to pay. Significant changes in the scope of work contemplated at the beginning of an engagement will also make any estimate

inaccurate. You therefore agree that we will discuss revised estimates in the event of material change in the scope of an engagement.

6. Expenses. Expenses on your matters may include expert and consulting fees, vendor charges, document reproductions, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, court costs, filing fees, court reporter and transcript fees. We typically will require you to contract with and pay vendors, experts, and consultants directly rather than through the Firm. In instances in which the Firm agrees to retain a vendor, expert, or consultant on your behalf, we will always require that the payment obligation rests with you, not the Firm. More generally, we require you to pay most expenses directly rather than reimbursing the Firm. For smaller expenses or other expenses for which we elect to cover the payment, we will include the expense on an invoice to you; we typically will not pay such expenses ourselves until we have received from you the invoiced amount of that expense. Payment for invoiced expenses is always due immediately regardless of payment terms with respect to our fees. Our invoiced charges for expenses may include our administrative costs when the Firm manages a Firm-wide program for that type of expense. In most instances, however, our invoiced charges for expenses reflect our actual out-of-pocket for an expense specific to your matter(s).

7. Retainers. Any retainer payment will normally be less than the Firm's ultimate fees and expenses; it is neither an estimate of nor a limitation on the Firm's fees and expenses for a matter. It is intended as a security deposit to ensure ultimate payment of our fees and expenses, and your obligation to pay invoices in full exists irrespective of any retainer balance you have with us. Retainer payments will be deposited into a client trust account (which you agree may be maintained outside the state of the engagement letter signatory's office), and we may draw against it to satisfy any of your invoices that are more than 30 days past due. You agree to replenish the retainer should we exercise our right to draw on it. In addition, we may require an increased retainer in our discretion as circumstances warrant. We may discontinue our representation should you not immediately replenish a retainer or pay a requested retainer increase.

8. Litigation Matters. If this engagement involves litigation, the Client may, in certain circumstances, be required to pay the opposing party's or third-party court costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. We will not settle litigated matters without the Client's express consent. We require the Client's active participation in all phases of the case. You agree to make appropriate individuals, including owners, officers, and employees, available for trial, hearings, depositions, and other proceedings as required or requested, and to commit the appropriate personnel and sufficient resources to meet the Client's discovery and other litigation obligations.

9. Intellectual Property ("IP") Matters. Unless otherwise expressly agreed in this letter, our representation of you on IP matters does not include reminders, management, or payment of maintenance fees, renewal fees, or similar fees charged by government authorities. If we agree to handle such obligations for you, we may charge an administrative fee in addition to the government-imposed fee. This administrative fee is intended to cover our time and costs in satisfying these obligations for you, and we may change the amount of the fee from time to time based on market or other factors. While the administrative fee as shown on your invoice may be stated in terms of hours multiplied by an hourly rate, this and other administrative IP fees we charge may be a flat charge that

does not reflect the actual time spent on the activity associated with the administrative activity. We may require advance payment for any fees we have agreed to pay on your behalf. If the required advance payment is not timely made, we will not be obligated to make the payment of the government-imposed fee, which may result in the lapse of your IP rights. If you fail to keep us informed of your current contact information, we may be unable to communicate about upcoming deadlines, maintenance and renewal fees, and other periodic document requirements for your IP, in which case we will not act on your behalf and your IP property rights may lapse.

10. Conflicts of Interest. We are governed by rules of professional conduct that include restrictions relating to conflicts of interest. We have a comprehensive process in place to help identify and resolve potential conflicts of interest. Despite this process and our good faith efforts, potential conflicts are missed from time to time, sometimes through no fault of our own. We depend on you to help us identify all potentially involved parties in your matters, both at the outset of our representation and on an ongoing basis. Without such assistance from you, the Firm could find itself with a conflict of interest that may require us to seek conflict waivers or even withdraw from our representation of you.

11. Waiver of Future Conflicts. In deciding whether to consent to future conflicts as described in the engagement letter, the Client should consider how you might be affected by our Firm being adverse to you in another matter, or by our representing you in a matter in which the adverse party is also a client of the Firm (albeit in other matters). Because we would not be adverse to the Client on the same matter on which we represented the Client (or one substantially related to such matter), we do not believe that there is any material risk that our commitment and dedication to the Client's interests will be adversely affected. Furthermore, your waiver of future conflicts does not waive your right to have our Firm maintain the confidentiality of client information obtained by us in representing you. If our representation of another client in a matter is directly adverse to you, our lawyers who have had significant involvement in our work for you will not work on the matter for such other client. We will take reasonable steps to ensure that your proprietary or other confidential information will not be made available to lawyers or others in our Firm involved in such matter. Conversely, in our representation of other clients pursuant to this waiver of future conflicts, we may obtain confidential information of interest to you that we cannot share with you.

12. Generative AI. Unless you expressly instruct us otherwise, we may use on your matters applications that incorporate generative artificial intelligence ("GenAI"). Like any technology, GenAI carries a degree of risk, which may include the risk of errors in GenAI-generated content and data security vulnerabilities. We have implemented reasonable measures to safeguard against these risks, and we will use only those GenAI tools that meet the Firm's security protocols and are otherwise approved by the Firm. We will comply with applicable ethics and court rules in any use of GenAI.

13. Use of Client's Name. To promote the caliber of clients we represent for marketing and other purposes, you grant us permission to use your company's name and to describe in general terms the type of work we have done for you (without revealing confidential or sensitive details or privileged communications). Our use of this information may involve marketing materials (including without limitation presentations, the Firm's website, and other promotional efforts), as well as required court filings in matters unrelated to our representation of the Client. You may refuse this permission for

specific situations or generally (except when we are required by law to disclose) by sending us specific, written directions on this topic.

14. **Data Privacy and Security.** In providing legal services to the Client, FBT Gibbons may collect and process personal information (such as names, contact details, and other data) in accordance with appropriate data protection standards and safeguards. If there are any specific requirements or obligations to be implemented or enforced in connection with disclosure of that personal information to us, we request that you notify us in writing prior to disclosure so that we can ensure compliance with each of our respective obligations. For more information regarding our collection, use, and disclosure of personal information, please review the Privacy Policy on our website (www.fbtgibbons.com) or submit any questions or requests to us directly by email to privacyoffice@fbtgibbons.com.

15. **Insurance Coverage.** Unless we have been expressly retained to address insurance coverage issues, we have no responsibility or obligation to (a) identify any potentially applicable insurance coverage, (b) provide notice to any carrier, or (c) advise the Client on issues relating to insurance coverage at any point during our representation.

16. **Securities Laws.** Unless we have been expressly retained to address federal or state securities laws, our engagement does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or the Client's disclosure obligations under such laws. We understand that the Client will not, without our prior written consent, include documents or information we provide to it in any filings with federal or state securities regulators, including the SEC.

17. **Corporate Transparency Act.** Unless we have been expressly retained to advise on compliance with the federal Corporate Transparency Act or any similar state statute (collectively "CTA"), we have no responsibility to advise the Client on compliance with the CTA or applicability of CTA exemptions. We will not be responsible for making any initial or updated filing required under the CTA, which shall remain the responsibility of the Client.

18. **Termination by Client.** You have the right to terminate our representation at any time by notifying us in writing. Should you do so, our fees and expenses incurred up to that point still will be due to us.

19. **Withdrawal by FBT Gibbons.** Under the rules of professional conduct by which we are governed, we may withdraw from our representation of you so long as we can do so without unfair prejudice to your interests. We will withdraw in the event of (a) nonpayment of our fees and expenses, an advance payment, or an initial or increased retainer; (b) misrepresentation or failure to disclose material facts concerning the engagement; (c) lack of cooperation by the Client; or (d) conflicts of interests that cannot be resolved. We may elect to withdraw for any other reason permitted by the rules of professional conduct, consistent with our obligation to avoid unfair prejudice to you. Should we withdraw from our representation of you, our fees and expenses incurred up to that point will still be due to us.

20. Post-Engagement Developments. You are engaging our Firm to provide legal services in connection with a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and obligations. Similarly, factual developments after the completion of the matter could have a material impact on your legal rights, obligations, and options. Unless the Client engages us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the Client with respect to future legal or factual developments.

21. Retention and Disposition of Electronic Documents and Tangible Items. At the conclusion of a matter, we will retain electronic and tangible items relating to the matter according to the Firm's then-current records retention schedule. We will provide a copy of that schedule upon request. After the expiration of the applicable retention period, we reserve the right to dispose of your documents without further notice. At your request prior to expiration of a retention period, we will provide you (or a third-party you select) with originals or copies of electronic information and tangible items related to your matter(s) with us. In fulfilling such a request, the Firm may elect (a) to retain copies of electronic and tangible items for our records, and (b) to exclude from what we provide to you purely internal Firm communications as well as administrative records, conflicts searches, time and expense reports, personnel and staffing materials, and credit and accounting records.

22. Audit Letters. We will comply strictly with, and not go beyond, the terms of the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975) in any response that you request we make to your auditors regarding "loss contingencies" affecting you.

23. Escrow Agency. In most circumstances, we will not agree to act as an escrow agent. If you need escrow services (in a matter in which we are involved or otherwise), we will be pleased to suggest one or more escrow agents for your consideration.

24. Consultation with Firm Counsel. From time to time, issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues and could even include issues raised because of a dispute between us and a client over the handling of a matter. The Firm has in-house counsel who advise the Firm's lawyers in such matters. We believe that it is in our clients' interest, as well as the Firm's interest, that in the event issues arise concerning our duties and obligations as lawyers, we receive candid and confidential advice from counsel versed in these subjects. Accordingly, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our Firm's counsel (either the Firm's internal counsel or, if we choose, outside counsel), we have the Client's consent to do so and that our representation of the Client shall not waive any attorney-client privilege that the Firm may have to protect the confidentiality of our communications with our internal or outside counsel.

25. Retirement Plan Legal Advice. If the Client engages the Firm to provide legal services with respect to a retirement plan that is subject to the Employee Retirement Income Security Act, the Client should be aware that certain "covered service providers" must disclose some very specific information to the Client as a responsible fiduciary before the Client engages those services. While the Firm would not usually be serving as a "covered service provider," there are situations in which it might be. A

description of the disclosures required in those situations can be located at [final-regulation-service-provider-disclosures-under-408b2.pdf](#) (dol.gov).

26. Predecessor/Successor Firms. You agree that engagement letters and conflicts waivers you have previously provided to a predecessor firm (including Frost Brown Todd LLP and Gibbons P.C.) remain valid for FBT Gibbons unless and until superseded by a later document signed by both you and FBT Gibbons. You also agree that this engagement letter, as well as engagement letters and conflicts waivers you provide in the future to FBT Gibbons, will remain valid for a successor to FBT Gibbons unless and until superseded by a later document signed by you and that successor. For purposes of this provision, “predecessor” and “successor” refer to any form of merger, acquisition, or combination involving previously separate law firms.



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 9, 2026
Section:	New Business
Category:	Resolution
Agenda Item Name:	Discussion to reschedule or cancel the August 6 Council meeting
Recommended By:	Mayor
Summary:	The West Virginia Municipal League Annual Conference is August 4th through 7th, both the Mayor and City Clerk will be attending the conference and unable to chair the council meeting. Currently schedule Council Meetings: • July 23 • August 6 • August 20 • September 3 • September 17 • October 1 (Forest Festival) • October 15 • November 5 Potential solution to reschedule meetings and maintain usual week between meeting weeks: • July 23 • August 13 • August 27 • September 10 • September 24 • October 8 • October 22 • November 5
Fiscal Impact:	n/a



CITY OF ELKINS AGENDA ITEM REPORT

Recommendation:	Discuss and consider approval of rescheduled meeting dates.
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 9, 2026
Section:	New Business
Category:	Action Item
Agenda Item Name:	Personnel - Police
Recommended By:	Mayor and Human Resources
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	None