



City of Elkins

Council Meeting

July 23, 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. **Minutes**
 - a. Proposed minutes for the meeting of July 9, 2026
5. **Correspondence, Notifications, and Recognitions**
 - a. Mayor's Proclamations
 1. Sister Cities Proclamation Eunice, Louisiana
 - b. Approved Event Requests
 1. Augusta Festival - July 25, 2026
 - c. Building Officer's report
 - d. Fire and Police Pension Annuals
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: July 6 through July 17, 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. Ordinance 352: An ordinance of the Common Council of the City Of Elkins, West Virginia, approving the formation of a joint development entity with the Randolph County Development Authority to be known as [Elkins Development, LLC]; approving the articles of organization of [Elkins Development, LLC]; approving the operating agreement for the [Elkins Development, LLC] and providing for other matters in connection therewith (first of two readings)
- b. Resolution 1937: Approving FY 2027 pay adjustment for eligible General, Fire, and Sanitation Fund employees, effective July 1
- c. Resolution 1938: General Fund Budget Revision SAO 2027-001-01 (FY 2026 carryover)
- d. Resolution 1939: Approving and authorizing execution of an agreement with AlignHR to develop an updated classification and compensation plan
- e. Resolution 1940: Acceptance of Demonstration City Grant on behalf of the Elkins Tree Board
- f. Interim structure for the police department

10. Mayor's Comments

11. Adjournment



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 23, 2026
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of July 9, 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_07_09 - minutes_proposed

Proposed Minutes

ELKINS COMMON COUNCIL MEETING MINUTES

***Phil Gainer Community Center
142 Robert E Lee Ave. Ext.
Elkins, WV 26241
July 9, 2026
7:00 p.m.***

Elkins Common Council met as above. Present were Mayor Jerry A. Marco; Councilors N.E. Bross-Fregonara, R.C. Chenoweth, G.M. Hinchman, B.C. Kerns, E. L. Plishka, and B.A. Woods; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Captain R. Belt; Operations Manager M. Kesecker; City Attorney G. S. Roberts; HR Lead S. Campbell; and Executive Secretary M. Goins (recording secretary).

C.C. Lowther arrived at 7:30 p.m.

Councilors A.C. Carroll, C.H. Thompson, L.S. Severino and City Clerk S. Stokes were absent.

PUBLIC COMMENT

There was no public comment

PRESENTATION

- a. Leon Kaye: Update on Web Optimization Project
- b. WV Department of Tourism

MINUTES

Woods **MOVED APPROVAL OF THE MINUTES FOR THE MEETING OF JUNE 11, 2026.** The motion carried.

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. Police Captain R. Belt provided a verbal report.
- c. Water Chief Operator W. Lambert provided a verbal report.
- d. Fire Chief S. Himes provided a verbal report.
- e. Operations Manager M. Kesecker provided a verbal report.

Proposed Minutes

- f. City Clerk S. Stokes provided a written report (attached).
- g. City Attorney G. Roberts provided a verbal report.

APPROVAL OF VENDOR INVOICE PAYMENTS

Chenoweth **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 June 8 through July 3, 2026.

NEW BUSINESS**a. Resolution 1935: FY 2027 Coal Severance Budget Revision SAO 2027-002-01**

Chenoweth **MOVED THAT COUNCIL ADOPT RESOLUTION 1935 (BUDGET REVISION SAO 2027-002-01).** In accordance with the requirements of the state auditor's office for inter-departmental budget revisions, the chair ordered a roll-call vote. The motion carried. Council votes were as follows:

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

b. Resolution 1936: Acceptance and approval of FTB Gibbons Engagement Letter

Chenoweth **MOVED APPROVAL OF RESOLUTION 1936.** The motion carried.

c. Discussion to reschedule or cancel the August 6 Council meeting

Chenoweth **MOVED RESCHEDULING THE AUGUST 6 MEETING TO AUGUST 13.** The motion carried.

d. Personnel - Police

Chenoweth **MOVED THAT COUNCIL ENTER EXECUTIVE SESSION WITH MAYOR, COUNCIL, CITY ATTORNEY ROBERTS AND HR LEAD CAMPBELL FOR THE AGENDA ITEM "PERSONNEL - POLICE."** The stated exemption was for matters arising from the employment, etc. of an individual, as allowed under WVC §6-9A-4 (b) (2) (A). The motion carried. The executive session began at 8:10 p.m. and ended at 8:41 p.m. The mayor announced that no decisions were made and no actions were taken.

Proposed Minutes

Chenoweth MOVED APPROVAL TO POST A JOB POSITION APPROVED BY HUMAN RESOURCES FOR THE POSITION OF POLICE CHIEF. The motion carried.

The meeting was adjourned at 8:44 p.m.

Attest: S.R. Stokes, City Clerk

Jerry A. Marco, Mayor



City of Elkins, West Virginia

Recognizing the Shared Cultural Heritage of Elkins, West Virginia and Eunice, Louisiana

WHEREAS, the City of Elkins, West Virginia, has long been recognized as a center for the preservation, celebration, and advancement of Appalachian traditional arts, music, dance, storytelling, and craftsmanship; and

WHEREAS, the City of Eunice, Louisiana, is internationally renowned as one of the cultural hearts of Cajun and Creole music, dance, language, and traditions, preserving a rich heritage that has inspired generations around the world;

The people of both communities understand that traditional arts are living expressions of history, identity, family, and place, passed from one generation to the next through shared experiences and community participation;

Elkins is home to the Augusta Heritage Center, one of America's premier organizations dedicated to preserving and elevating the traditional arts of Appalachia and beyond through education, performance, and cultural exchange;

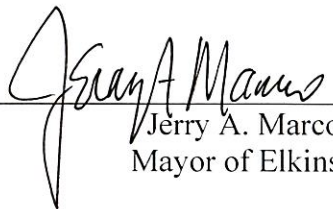
Eunice has served as a global ambassador for Cajun and Creole culture through its musicians, festivals, radio traditions, cuisine, and commitment to preserving one of North America's most vibrant living folk cultures; and

The artists, tradition bearers, and educators of both communities have enriched the cultural fabric of our nation and inspired countless musicians, dancers, and craftspeople throughout the United States and across the world;

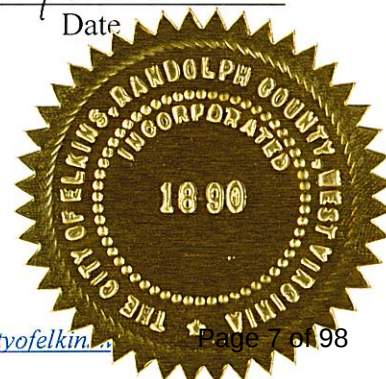
The Augusta Heritage Center's annual Cajun & Creole Week brings internationally acclaimed artists from Louisiana to Elkins, fostering friendships, educational opportunities, and meaningful cultural exchange while strengthening the bonds between our communities;

Both Elkins and Eunice demonstrate that investing in arts, culture, and heritage strengthens local economies, enriches civic life, and preserves traditions that might otherwise be lost;

NOW, THEREFORE, I, Jerry A. Marco, Mayor of the City of Elkins, West Virginia, do hereby proclaim the City of Elkins and the City of Eunice, Louisiana, to be Honorary Sister Cities, recognizing our shared commitment to preserving traditional culture, celebrating artistic excellence, and fostering friendship through music, dance, craftsmanship, and lifelong learning. May this proclamation serve as a symbol of mutual respect and an invitation for continued collaboration between our communities, encouraging future generations to celebrate the traditions that unite us while honoring the unique cultural legacies each city proudly shares with the world.


Jerry A. Marco
Mayor of Elkins


Date





CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 23, 2026
Section:	Correspondence, Notifications, and Recognitions
Category:	Presentation
Agenda Item Name:	Building Officer's report
Recommended By:	Code Enforcement Officer
Summary:	The attached report summarizes building and zoning activity from June 9 through July 21, 2026. During this period, 27 building permits were issued with a combined project valuation of \$427,936. Zoning activity included two relocated business permits. The City currently has 43 registered vacant structures. A new vacant structure billing cycle has begun; to date, nine properties have been billed, with \$2,200 collected.
Fiscal Impact:	See summary
Recommendation:	Review preseneted material
Attachments:	1. Building Permits 2026_07_23

The attached report shows building permits issued 06/09/2026-7/21/2026. There were 27 projects with a total valuation of \$427,936.00

Zoning permits show 2 Relocated Business

There are currently 43 structures registered as vacant. A new cycle of billing has started and 9 have been billed with \$2200 collected.

BUILDING PERMITS

7/08/2026 8:10 AM PROJECT MASTER REPORT PAGE: 1
PROJECTS: THRU ZZZZZZZZZZ REPORT SEQUENCE: Project
PROJECT TYPE: Exclude: BPZONING CONTRACTOR CLASS: All - All Contractor Classes
CONTRACTORS: All
APPLIED DATES: 6/09/2026 THRU 7/07/2026 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS INCLUDED: All ISSUED DATES: 0/00/0000 THRU 99/99/9999
=====

PROJECT: 240755 - RESIDENTIAL SIDEWALK/DRIVEWAY TYPE: BR-SIDE RES DRIVEWAY/SIDEWALK
PROPERTY: 137 VECTOR AVE
APPLIED DATE: 6/10/2026 ISSUED DATE: 6/10/2026 EXPIRATION DATE: 12/11/2026 COMPLETION DATE: 0/00/0000
CONTRACTOR: SONSET SONSET'S PAVING LLC ISSUED TO: CRICKARD, JOHN & DONNA
180 GLENMORE LOOP APT301
ELKINS, WV 26241
SQUARE FEET: 492
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240756 - RESIDENTIAL REMODEL TYPE: BR-REM RESIDENTIAL REMODEL
PROPERTY: 15 DENT ST
APPLIED DATE: 6/10/2026 ISSUED DATE: 6/10/2026 EXPIRATION DATE: 12/11/2026 COMPLETION DATE: 0/00/0000
CONTRACTOR: PHOENIX HOLLER'S END CONSTRUCTION ISSUED TO: ANDERSON, COLETTE
124 BLIZZARDS GATE ROAD
HARMAN, WV 26270
SQUARE FEET: 50
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 26.50

PROJECT: 240757 - RESIDENTIAL ROOFING TYPE: ROOF-RES RESIDENTIAL ROOFING
PROPERTY: 39 CHERRY ST
APPLIED DATE: 6/15/2026 ISSUED DATE: 6/15/2026 EXPIRATION DATE: 12/16/2026 COMPLETION DATE: 0/00/0000
CONTRACTOR: TW CONST TW CONSTRUCTION ISSUED TO: HUMPHREY, SONDR K
392 MCDOWELL LANE
ROCK CAVE, WV 26234
SQUARE FEET: 400
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 37.00

PROJECT: 240758 - RESIDENTIAL SIDEWALK/DRIVEWAY TYPE: BR-SIDE RES DRIVEWAY/SIDEWALK
PROPERTY: 409 TENTH ST
APPLIED DATE: 6/15/2026 ISSUED DATE: 6/15/2026 EXPIRATION DATE: 12/16/2026 COMPLETION DATE: 0/00/0000
CONTRACTOR: JROCK JROCK REPAIR SERVICE ISSUED TO: SWANSON, SUMMER
118 ORCHARD STREET
ELKINS, WV 26241
SQUARE FEET: 30
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240759	- RESIDENTIAL WINDOWS	TYPE: WIND-RES	RESIDENTIAL WINDOWS
PROPERTY:	222 SYLVESTER DR		
APPLIED DATE:	6/15/2026	ISSUED DATE:	6/15/2026
CONTRACTOR:	HANSHAWENT HANSHAW ENTERPRISES INC	EXPIRATION DATE:	12/16/2026
	148 MIDDLETOWN RD	COMPLETION DATE:	0/00/0000
	FAIRMONT, WV 26554	ISSUED TO:	PYLES, ANGELA
SQUARE FEET:	1		222 SYLVESTER DR
DWELLING TYPE:	PRIVATE		ELKINS, WV 26241
STATUS:	OPEN	UNITS:	4
		BALANCE:	0.00
PROJECT: 240760	- RESIDENTIAL DEMOLITION	TYPE: DEMO-RES	RESIDENTIAL DEMOLITION
PROPERTY:	308 REED ST		
APPLIED DATE:	6/15/2026	ISSUED DATE:	6/15/2026
CONTRACTOR:		EXPIRATION DATE:	12/16/2026
		COMPLETION DATE:	0/00/0000
		ISSUED TO:	DAVIS MEDICAL CENTER
			PO BOX 2069
			CHARLESTON, WV 25327
SQUARE FEET:	1,498		
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	0.00
PROJECT: 240761	- RESIDENTIAL DEMOLITION	TYPE: DEMO-RES	RESIDENTIAL DEMOLITION
PROPERTY:	314 REED ST		
APPLIED DATE:	6/15/2026	ISSUED DATE:	6/15/2026
CONTRACTOR:		EXPIRATION DATE:	12/16/2026
		COMPLETION DATE:	0/00/0000
		ISSUED TO:	DAVIS MEDICAL CENTER
			PO BOX 2069
			CHARLESTON, WV 25327
SQUARE FEET:	1,816		
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	0.00
PROJECT: 240762	- RESIDENTIAL ROOFING	TYPE: ROOF-RES	RESIDENTIAL ROOFING
PROPERTY:	1104 S KERENS AVE		
APPLIED DATE:	6/15/2026	ISSUED DATE:	6/15/2026
CONTRACTOR:		EXPIRATION DATE:	12/16/2026
		COMPLETION DATE:	0/00/0000
		ISSUED TO:	WAGNER PROPERETIES LLC
			251 HILLCREST DR
			ELKINS, WV 26241
SQUARE FEET:	750		
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	0.00
PROJECT: 240763	- RESIDENTIAL PLUMBING	TYPE: PLB-RES	RESIDENTIAL PLUMBING
PROPERTY:	106 MOUNTAIN VIEW DR		
APPLIED DATE:	6/15/2026	ISSUED DATE:	6/15/2026
CONTRACTOR:		EXPIRATION DATE:	12/16/2026
		COMPLETION DATE:	0/00/0000
		ISSUED TO:	ISNER, JOE
			106 MOUNTAIN VIEW DR
			ELKINS, WV 26241
SQUARE FEET:	100		
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	0.00
PROJECT: 240764	- RESIDENTIAL ROOFING	TYPE: ROOF-RES	RESIDENTIAL ROOFING
PROPERTY:	12 GILMORE ST		
APPLIED DATE:	6/22/2026	ISSUED DATE:	6/22/2026
CONTRACTOR:	UNDERGRND UNDERGROUND BUILDERS	EXPIRATION DATE:	12/23/2026
	2049 BACK RD	COMPLETION DATE:	0/00/0000
	MILLCREEK, WV 26280	ISSUED TO:	WITEK, JAMIE A
SQUARE FEET:	1,788		12 GILMORE ST
DWELLING TYPE:	PRIVATE		ELKINS, WV 26241-1492
STATUS:	OPEN	UNITS:	1
		BALANCE:	0.00

PROJECT: 240765	- RESIDENTIAL ELECTRICAL	TYPE: ELEC-RES	RESIDENTIAL ELECTRICAL
PROPERTY:	309 TYGART CT		
APPLIED DATE:	6/22/2026	ISSUED DATE:	6/22/2026
CONTRACTOR:	CRITSELEC CRITES ELECTRIC INC	EXPIRATION DATE:	12/23/2026
	50 S KANAWHA ST	COMPLETION DATE:	0/00/0000
	BUCKHANNON, WV 26201	ISSUED TO:	MARSTILLER, CLIFFORD
SQUARE FEET:	1		309 TYGART CT
DWELLING TYPE:	PRIVATE		ELKINS, WV 26241
STATUS:	OPEN	UNITS:	1
		BALANCE:	0.00
PROJECT: 240768	- COMMERCIAL ELECTRICAL	TYPE: ELEC-COM	COMMERCIAL ELECTRICAL
PROPERTY:	CHEROKEE LIFT STATIO		
APPLIED DATE:	6/29/2026	ISSUED DATE:	6/29/2026
CONTRACTOR:		EXPIRATION DATE:	12/30/2026
		COMPLETION DATE:	0/00/0000
		ISSUED TO:	CITY OF ELKINS
SQUARE FEET:	240		401 DAVIS AVE
DWELLING TYPE:	PRIVATE		ELKINS, WV 26241-3899
STATUS:	OPEN	UNITS:	1
		BALANCE:	0.00
PROJECT: 240769	- RESIDENTIAL REMODEL	TYPE: BR-REM	RESIDENTIAL REMODEL
PROPERTY:	107 PLEASANT AVE		
APPLIED DATE:	6/30/2026	ISSUED DATE:	6/30/2026
CONTRACTOR:		EXPIRATION DATE:	12/31/2026
		COMPLETION DATE:	0/00/0000
		ISSUED TO:	SANDS, DIANE M
SQUARE FEET:	700		PO BOX 3
DWELLING TYPE:	PRIVATE		BOWDEN, WV 26254
STATUS:	OPEN	UNITS:	1
		BALANCE:	101.00
PROJECT: 240770	- RESIDENTIAL DECK	TYPE: DECK-RES	RESIDENTIAL DECK
PROPERTY:	1428 S DAVIS AVE		
APPLIED DATE:	6/30/2026	ISSUED DATE:	6/30/2026
CONTRACTOR:	GLEN'S GLEN'S PLUMBING LP	EXPIRATION DATE:	12/31/2026
	1105 CLIFFORD POLING ROAD	COMPLETION DATE:	0/00/0000
	MONTROSE, WV 26283	ISSUED TO:	BILLMAN, JAMIE E
SQUARE FEET:	80		1428 S DAVIS AVE
DWELLING TYPE:	PRIVATE		ELKINS, WV 26241
STATUS:	OPEN	UNITS:	1
		BALANCE:	0.00
PROJECT: 240771	- RESIDENTIAL ACCESSORY BUILDING	TYPE: BR-ACC	RESIDENTIAL ACCESSORY BLD
PROPERTY:	216 CENTRAL ST		
APPLIED DATE:	6/30/2026	ISSUED DATE:	6/30/2026
CONTRACTOR:		EXPIRATION DATE:	12/31/2026
		COMPLETION DATE:	0/00/0000
		ISSUED TO:	CUNNINGHAM, RANDALL
SQUARE FEET:	840		216 CENTRAL ST
DWELLING TYPE:	PRIVATE		ELKINS, WV 26241
STATUS:	OPEN	UNITS:	1
		BALANCE:	0.00
PROJECT: 240772	- RESIDENTIAL WINDOWS	TYPE: WIND-RES	RESIDENTIAL WINDOWS
PROPERTY:	143 VECTOR AVE		
APPLIED DATE:	7/08/2026	ISSUED DATE:	7/08/2026
CONTRACTOR:	RENEWAL RENEWAL BY ANDERSEN LLC	EXPIRATION DATE:	1/08/2027
	PO BOX 30	COMPLETION DATE:	0/00/0000
	GLASTONBURY, CT 06033	ISSUED TO:	ELZA, SAMUEL
SQUARE FEET:	1		143 VECTOR AVE
			ELKINS, WV 26241

DWELLING TYPE: PRIVATE	UNITS: 1		
STATUS: OPEN	BALANCE: 0.00		
PROJECT: 240773 - RESIDENTIAL SIDEWALK/DRIVEWAY			
PROPERTY: 105 MAPLEVIEW DR		TYPE: BR-SIDE	RES DRIVEWAY/SIDEWALK
APPLIED DATE: 7/08/2026	ISSUED DATE: 7/08/2026	EXPIRATION DATE: 1/08/2027	COMPLETION DATE: 0/00/0000
CONTRACTOR:		ISSUED TO: JUDY, SHERRY L	
		105 MAPLEVIEW DR	
		ELKINS, WV 26241	
SQUARE FEET: 400			
DWELLING TYPE: PRIVATE	UNITS: 1		
STATUS: OPEN	BALANCE: 0.00		
PROJECT: 240774 - RESIDENTIAL SIDEWALK/DRIVEWAY			
PROPERTY: 1009 W CENTRAL ST		TYPE: BR-SIDE	RES DRIVEWAY/SIDEWALK
APPLIED DATE: 7/08/2026	ISSUED DATE: 7/08/2026	EXPIRATION DATE: 1/08/2027	COMPLETION DATE: 0/00/0000
CONTRACTOR: SIMON	SIMON CONCRETE SOLUTIONS	ISSUED TO: GONGOLA, STEVE	
	1801 LIVINGSTON AVENUE	PO BOX 1489	
	ELKINS, WV 26241	ELKINS, WV 26241	
SQUARE FEET: 200			
DWELLING TYPE: PRIVATE	UNITS: 1		
STATUS: OPEN	BALANCE: 0.00		
PROJECT: 240775 - COMMERCIAL ACCESSORY BUILDING			
PROPERTY: RAILROAD AVE & FIFTH		TYPE: BC-ACC	COMMERCIAL ACCESSORY BLD
APPLIED DATE: 7/08/2026	ISSUED DATE: 7/08/2026	EXPIRATION DATE: 1/08/2027	COMPLETION DATE: 0/00/0000
CONTRACTOR: BCT	BCT CONSTRUCTION	ISSUED TO: RANDOLPH CO SENIOR CENTER	
	12 BAXTER STREET	PO BOX 727	
	ELKINS, WV 26241	ELKINS, WV 26241	
SQUARE FEET: 1,280			
DWELLING TYPE: PRIVATE	UNITS: 1		
STATUS: OPEN	BALANCE: 0.00		
PROJECT: 240776 - RESIDENTIAL DECK			
PROPERTY: 100 EDGEWATER DR		TYPE: DECK-RES	RESIDENTIAL DECK
APPLIED DATE: 7/08/2026	ISSUED DATE: 7/08/2026	EXPIRATION DATE: 1/08/2027	COMPLETION DATE: 0/00/0000
CONTRACTOR:		ISSUED TO: DEAN, STERL	
		100 EDGEWATER DR	
		ELKINS, WV 26241	
SQUARE FEET: 260			
DWELLING TYPE: PRIVATE	UNITS: 1		
STATUS: OPEN	BALANCE: 0.00		
PROJECT: 240779 - COMMERCIAL ROOFING			
PROPERTY: 100 SENECA RD		TYPE: ROOF-COM	COMMERCIAL ROOFING
APPLIED DATE: 7/13/2026	ISSUED DATE: 7/13/2026	EXPIRATION DATE: 1/13/2027	COMPLETION DATE: 0/00/0000
CONTRACTOR: D&E	D&E CONSTRUCTION LLC	ISSUED TO: ELKINS MEDICAL GROUP LLC	
	PO BOX 547	120 MEDICAL PARK DR	
	ANMOORE, WV 26323	SUITE 200	
		BRIDGEPORT, WV 26330	
SQUARE FEET: 6,200			
DWELLING TYPE: PRIVATE	UNITS: 1		
STATUS: OPEN	BALANCE: 0.00		
PROJECT: 240780 - RESIDENTIAL ROOFING			
PROPERTY: 105 SPRUCE ST		TYPE: ROOF-RES	RESIDENTIAL ROOFING
APPLIED DATE: 7/20/2026	ISSUED DATE: 7/20/2026	EXPIRATION DATE: 1/20/2027	COMPLETION DATE: 0/00/0000
CONTRACTOR: WENGERD	WENGERD HOME IMPROVEMENT LLC	ISSUED TO: SHELTON, JUDITH	
	2634 LAUREL CREEK ROAD	PO BOX 2995	

MOATSVILLE, WV 26405	ELKINS, WV 26241
SQUARE FEET: 1,200	
DWELLING TYPE: PRIVATE	UNITS: 1
STATUS: OPEN	BALANCE: 61.00
PROJECT: 240781 - RESIDENTIAL WINDOWS	
PROPERTY: 510 DAVIS ST	TYPE: WIND-RES RESIDENTIAL WINDOWS
APPLIED DATE: 7/20/2026	ISSUED DATE: 7/20/2026
CONTRACTOR: HANSHAWENT HANSHAW ENTERPRISES INC	EXPIRATION DATE: 1/20/2027
148 MIDDLETOWN RD	COMPLETION DATE: 0/00/0000
FAIRMONT, WV 26554	ISSUED TO: MULLENEX, GLORIA M
SQUARE FEET: 1	510 DAVIS ST
DWELLING TYPE: PRIVATE	ELKINS, WV 26241
STATUS: OPEN	UNITS: 2
BALANCE: 25.00	
PROJECT: 240782 - RESIDENTIAL REMODEL	
PROPERTY: 210 BOUNDARY AVE	TYPE: BR-REM RESIDENTIAL REMODEL
APPLIED DATE: 7/20/2026	ISSUED DATE: 7/20/2026
CONTRACTOR: HERMIT HERMIT HILL CONST SERVICES LLC	EXPIRATION DATE: 1/20/2027
769 WARD FLAT ROAD	COMPLETION DATE: 0/00/0000
HUTTONSVILLE, WV 26273	ISSUED TO: FREGONARA, NANCY
SQUARE FEET: 80	210 BOUNDARY AVE
DWELLING TYPE: PRIVATE	ELKINS, WV 26241
STATUS: OPEN	UNITS: 1
BALANCE: 27.40	
PROJECT: 240783 - COMMERCIAL REMODEL	
PROPERTY: 450 RANDOLPH AVE	TYPE: BC-REM COMMERCIAL REMODEL
APPLIED DATE: 7/20/2026	ISSUED DATE: 7/20/2026
CONTRACTOR: E&JCONSTRU E & J CONSTRUCTION LLC	EXPIRATION DATE: 1/20/2027
2144 RED LICK RUN	COMPLETION DATE: 0/00/0000
MONTERVILLE, WV 26282	ISSUED TO: DAVIS MEMORIAL PRESBYTERIAN C
SQUARE FEET: 660	450 RANDOLPH AVE
DWELLING TYPE: PRIVATE	ELKINS, WV 26241
STATUS: OPEN	UNITS: 1
BALANCE: 83.00	
PROJECT: 240784 - RESIDENTIAL DECK	
PROPERTY: 942 S HENRY AVE	TYPE: DECK-RES RESIDENTIAL DECK
APPLIED DATE: 7/20/2026	ISSUED DATE: 7/20/2026
CONTRACTOR:	EXPIRATION DATE: 1/20/2027
	COMPLETION DATE: 0/00/0000
	ISSUED TO: HYLAND, WALTER
	156 ADAMS RD
	PORT DEPOSIT, MD 21904
SQUARE FEET: 40	
DWELLING TYPE: PRIVATE	UNITS: 1
STATUS: OPEN	BALANCE: 26.20

ZONING PERMITS

7/08/2026 8:18 AM	PROJECT MASTER REPORT	PAGE: 1
PROJECTS: THRU ZZZZZZZZZZ		REPORT SEQUENCE: Project
PROJECT TYPE: Include: BPZONING	CONTRACTOR CLASS: All	- All Contractor Classes
CONTRACTORS: All		
APPLIED DATES: 6/09/2026 THRU 7/07/2026		EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS INCLUDED: All		ISSUED DATES: 0/00/0000 THRU 99/99/9999

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PROJECT: 240767 - ZONING PERMIT TYPE: BPZONING ZONING
PROPERTY: 810 W CENTRAL ST
APPLIED DATE: 6/29/2026 ISSUED DATE: 6/29/2026 EXPIRATION DATE: 6/29/2027 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: TOTAL IT MANAGEMENT SOLUTIONS
810 W CENTRAL STREET
ELKINS, WV 26241

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

PROJECT: 240777 - ZONING PERMIT TYPE: BPZONING ZONING
PROPERTY: 1513 HARRISON AVE STE C6
APPLIED DATE: 7/08/2026 ISSUED DATE: 7/08/2026 EXPIRATION DATE: 7/08/2027 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: MS DISTRIBUTING LLC
1513 HARRISON AVE. SUITE C-6
ELKINS, WV 26241

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

VACANT STRUCTURE FEES

6/09/2026 12:45 PM FEE CODE REPORT PAGE: 1
LICENSES: THRU ZZZZZZZZZZ
LIC CODES: Include: CE-VAC
LIC STATUS: Pending, Active
FEE CODES: All

ORIGINATION DATE: 3/01/2026 THRU 6/09/2026
EFFECTIVE DATE: 0/00/0000 THRU 99/99/9999
EXPIRATION DATE: 0/00/0000 THRU 99/99/9999
PRINT DATE: 0/00/0000 THRU 99/99/9999

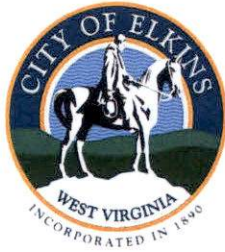
FEE CODE: VACANT - VACANT PROPERTY FEE

LICENSE	PERIOD	LIC CODE	STATUS	REPORT	ISSUED TO	# of Years	CHARGES
24648	4/01/26 - 4/01/27	CE-VAC	Active	CODE	BARTON ROBER	3.0000	400.00
24649	4/01/26 - 4/01/27	CE-VAC	Pending	CODE	AUVIL BENJA	3.0000	400.00
24650	4/01/26 - 4/01/27	CE-VAC	Active	CODE	HIGGINS MARIE	4.0000	600.00
24651	4/01/26 - 4/01/27	CE-VAC	Pending	CODE	METHENY MICHE	3.0000	400.00
24665	4/23/26 - 4/24/27	CE-VAC	Active	CODE	MILLER LINDA	4.0000	600.00
24666	4/23/26 - 4/21/27	CE-VAC	Pending	CODE	HALLE SHANE	4.0000	600.00
24667	4/23/26 - 4/24/27	CE-VAC	Pending	CODE	LIN SHAN	4.0000	600.00
24668	4/23/26 - 4/24/27	CE-VAC	Active	CODE	WHITE DILLEY INVESTMENTS	4.0000	600.00
24679	5/20/26 - 5/06/27	CE-VAC	Pending	CODE	CORDER DEBOR	4.0000	600.00



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 23, 2026
Section:	Correspondence, Notifications, and Recognitions
Category:	Presentation
Agenda Item Name:	Fire and Police Pension Annual Reports
Recommended By:	City Treasurer (ex officio Treasurer of the Fire and Police Pension Boards)
Summary:	West Virginia law requires the Board of Trustees of each municipal police and fire pension and relief fund to annually report on the condition of the fund to both the Municipal Pensions Oversight Board and the governing body of the municipality. The attached Fiscal Year 2026 Annual Reports satisfy that statutory reporting requirement and are being presented to Council as required. The reports include information regarding fund assets, revenues, expenditures, investment performance, membership, beneficiaries, and overall financial condition. Both reports have been certified by the City Treasurer as ex officio Treasurer of the respective pension funds and indicate that they are being presented to the Common Council on July 23, 2026, which the minutes of this meeting will reflect.
Fiscal Impact:	none
Recommendation:	No action required
Attachments:	1. FY2026 Firemen's Pension Annual Report 2. FY2026 Policemen's Pension Annual Report



CITY OF ELKINS

Municipal Pensions Oversight Board
301 Eagle Mountain Road, Suite 251
Charleston, West Virginia 25311

Under penalty for false swearing (West Virginia Code §61-5-3), I hereby certify the foregoing information in this annual report of the Firemen's Pension and Protection Fund for fiscal year **2026** to be true and accurate in all respects. I further certify (per §8-22-19(d)(1) and §8-22-19(d)(1)(B)) the Board of Trustees of the pension and relief fund has made a report to the governing body of the municipality and to the oversight board on the condition of its fund with respect to the fiscal year. This Annual Report has been presented to the Elkins city council on July 23, 2026.

Date: July 20, 2026

Name: Tracy R. Judy

Signed: 

Title: Municipal Treasurer and Custodian of the Firemen's Pension and Relief Fund

Municipality City of Elkins

**Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

Pension Fund	Firemen's Pension & Relief Fund										
Treasurer	Tracy Judy										
Municipality	City of Elkins										
Fiscal Year (July 1 - June 30)	2026										
Actuarial Funding Method	<table border="1"> <tr><td>☐</td><td>Standard Funding Method</td></tr> <tr><td>☒</td><td>Optional Funding Method</td></tr> <tr><td>☐</td><td>Optional-II Funding Method</td></tr> <tr><td>☐</td><td>Alternative Funding Method (107%)</td></tr> <tr><td>☐</td><td>% Necessary to Maintain Plan Solvency for 15 Years</td></tr> </table>	☐	Standard Funding Method	☒	Optional Funding Method	☐	Optional-II Funding Method	☐	Alternative Funding Method (107%)	☐	% Necessary to Maintain Plan Solvency for 15 Years
☐	Standard Funding Method										
☒	Optional Funding Method										
☐	Optional-II Funding Method										
☐	Alternative Funding Method (107%)										
☐	% Necessary to Maintain Plan Solvency for 15 Years										

PART I - Asset Reconciliation from Beginning of Fiscal Year to End of Fiscal Year			
Item			Amount
Beginning Fair Value of Pension Plan	July 1 (cash value)		\$ 3,059,539.63
a. Prior year net receivable/payable			
Beginning Fair Value of Pension Plan	July 1 (accrued value)		\$ 3,059,539.63
I. Revenue During Fiscal Year			
1. Employee Contributions			
a. For Employees hired prior to Jan. 1, 2010	Percent of Gross Salary	7.00%	\$ 10,023.44
b. For Employees hired on or after Jan. 1, 2010	Percent of Gross Salary	9.50%	\$ -
c. Total Employee Contributions			\$ 10,023.44
2. Government Contributions			
a. From Parent Local Government	Required employer contributions from your municipality		\$ -
b. Overpayment Authorized by City Council Pursuant to §WV Code 8-22-27A(d)			\$ -
c. Additional Employer Contributions From Your Municipality			\$ -
d. From State Government	Municipal Pensions Oversight Board (premium surcharges on fire and casualty insurance)		\$ -
e. Total Government Contributions			\$ -
3. Receivable Contributions			
a. Employee Contributions			
b. Local Government Contributions			
c. State Government Contributions			
d. Other Contributions			
e. Total Receivable Contributions			\$ -
4. Earnings on Investments			
a. Net Appreciation/(Depreciation) of Fair Value of Investments			\$ 303,614.00
b. Net Realized Gain/(Loss) on Sale/Exchange			\$ 48,836.29
c. Interest and Dividends			\$ 60,645.33
d. Other Income			
e. Investment Expenses (enter as negative)			\$ (11,408.58)
f. Receivable Investment Income			
g. Payable Investment Expenses (enter as negative)			
h. Total Earnings on Investments			\$ 401,687.04
5. All Other Revenues			
Please Specify			\$ -
Total Revenues			\$ 411,710.48
The sum of items I.1. through I.7.			

**Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

Item		Amount
II Expenditures During Fiscal Year Does not include Investment Expenses, see I.4.e. and I.4.g. on first page.		
1. Benefits Paid		
Retirement, disability, survivor and any other benefits.		\$ 80,043.22
2. Withdrawals		
Amount paid to employees or former employees or their survivors, representing return of contributions made by employees during the period of their employment		
3. Administration Expenses		
Administrative expenses and other costs or payments not representing benefit payments or withdrawals.		
a. Municipal Administration Municipal administration fees.		
b. Other Administration Example: Pension Secretary expenses; Rent; etc.		
c. Total Administration Expenses		\$ -
4. Payables		
Monies payable after the end of the fiscal year		
a. Benefit Payments		
b. Withdrawals		
c. Administration Expenses		
d. Total Payables		\$ -
Total Expenditures The sum of items II.1. through II.4		\$ 80,043.22
Net Income/(Loss)		\$ 331,667.26
Ending Fair Value of Pension Plan June 30 (cash value)		\$ 3,391,206.89
a. Net receivable/payable		\$ -
Ending Fair Value of Pension Plan June 30 (accrued value)		\$ 3,391,206.89

**Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

PART II - Asset Allocation at End of Fiscal Year

1. Cash and Cash Equivalents - Short Term		Percent of Total Assets	4.16%
Financial Institution or Money Manager	Type of Account	Fair Value	
a. Citizens Bank of West Virginia	Checking	\$	417.86
b.	Treasury Bills		
c. Citizens Bank of West Virginia	Savings or Money Market Account	\$	140,640.01
d.	Short Term Investment Funds		
e.	Re-Purchase Agreements		
f.	Commercial Paper		
g.	CDs and Bankers' Acceptances		
		Fair Value	
Total Cash and Cash Equivalents		\$ 141,057.87	
		The sum of items 1.a. through 1.g.	
2. Fixed Income - Long Term		Percent of Total Assets	35.52%
Financial Institution or Money Manager	Type of Account	Fair Value	
a. Citizens Bank of West Virginia	US Govt Agencies & Instruments	\$	99,315.00
b.	Foreign Govt, Subdivisions, Agencies or Enterprise		
c.	International agencies or supranational entities		
d.	Mortgage-related or others asset back securities		
e.	Corporate Debt Securities		
f.	Corporate Inflation-index bonds		
g. Citizens Bank of West Virginia	Bank CD's, fixed time deposits, Bankers Acceptance	\$	1,105,372.85
h.	State & Local Govt Debt Securities		
i.	Mutual Funds (Bonds)		
j.	International Mutual Funds - Bonds		
k.	Exchange Traded Funds (ETF) - Bonds		
l.	International Exchange Traded Funds (ETF) - Bonds		
		Fair Value	
Total Fixed Income (at fair value)		\$ 1,204,687.85	
		The sum of items 2.a. through 2.l.	
3. Equity Investments		Percent of Total Assets	60.32%
Financial Institution or Money Manager	Type of Account	Fair Value	
a.	Individual Stocks Held		
b.	Mutual Fund Shares (Equities)		
c. Citizens Bank of West Virginia	Exchange Traded Funds (ETF)	\$	2,045,461.17
d.	International Stocks Held		
e.	International Mutual Funds - Equities		
f.	International Exchange Traded Funds (ETF)		
		Fair Value	
Total Equity Investments (at fair value)		\$ 2,045,461.17	
		The sum of items 3.a. through 3.f.	
4. Alternative Investments		Percent of Total Assets	0.00%
Financial Institution or Money Manager	Type of Account	Fair Value	
a.	Real Estate Investment Trust		
b.	Private Equity Fund		
c.	Hedge Funds		
d.	Other Alternative Investments		
		Fair Value	
Total Alternative Investments (at fair value)		\$ -	
		The sum of items 4.a. through 4.d.	
5. Receivables and Payables		Percent of Total Assets	0.00%
	Type	Fair Value	
a.	Receivable Contributions		
b.	Receivable Investment Income		
c.	Payable Investment Expense		
d.	Payable Benefits, Withdrawals, and Admin Expenses		
		Fair Value	
Net Receivable/(Payable)		\$ -	
		The sum of items 5.a. through 5.d.	
Total Assets		\$ 3,391,206.89	
		Sum of 1. through 5.	
6. Total return on investments for the period of July 1 thru June 30		(Obtain from financial institution or money manager)	13.13%

**Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

PART III - Membership and Beneficiaries

* Please report the figures requested below, for the fiscal year reported on page 1. To figure the Average Monthly Number of Persons, add figures for each month and divide by 12. Please round to two decimal places. An employee must have been paid for 100 hours in any month to be included in that month.

** Please report the total number of disability applications received during the fiscal year, the status of each application at the end of the fiscal year, the total applications granted and denied, and the percentage of disability benefit recipients to the total number of active members of the fund. This requirement satisfies §8-22-23a(a) of the WV Code if the report is submitted to the Municipal Pensions Oversight Board prior to August 1st of each year.

Item		Avg. Monthly #
I. Members of your Pension Fund		
Exclude Beneficiaries		
1. Active Members	Current number of employees contributing to the pension fund	2.00
2. Inactive Members	Non-active vested members and employees on extended leave without pay	
II. Beneficiaries Receiving Periodic Benefit Payments During Fiscal Year		
1. Retirees		1.00
2. Disability Retirees	Includes the new applications approved during reporting period	
a. Number of Disability Applications received during the fiscal year		
b. Status of each Disability Application at end of fiscal year - please attach separate sheet with details		
(1.) Disability Applications Approved during Fiscal Year		
(2.) Disability Applications Denied during Fiscal Year		
3. Percentage of Disability Benefit Recipients to the Total of Active Members in the fund		0.00%
4. Survivors (of Deceased Members) Drawing Benefits		1.00

PART IV - Legal Thresholds for Investments

	(1)	(2)	(3)
	%	Maximum % and \$	(Over) Under
Equity Investments	60%	75%	15%
International Securities	0%	30%	30%
Alternative Investments	0%	25%	25%
Cash/Cash Equivalents and Fixed Income (Low 25%; High 75%)	40%	25% 75%	-15% 35%
Short Term Investment - (90 days of expenses)		\$ 20,010.81	\$ (121,047.07)



CITY OF ELKINS

Municipal Pensions Oversight Board
301 Eagle Mountain Road, Suite 251
Charleston, West Virginia 25311

Under penalty for false swearing (West Virginia Code §61-5-3), I hereby certify the foregoing information in this annual report of the Policemen's Pension and Protection Fund for fiscal year **2026** to be true and accurate in all respects. I further certify (per §8-22-19(d)(1) and §8-22-19(d)(1)(B)) the Board of Trustees of the pension and relief fund has made a report to the governing body of the municipality and to the oversight board on the condition of its fund with respect to the fiscal year. This Annual Report has been presented to the Elkins city council on July 23, 2026.

Date: July 20, 2026

Name: Tracy R. Judy

Signed: *Tracy R. Judy*

Title: Municipal Treasurer and Custodian of the Policemen's Pension and Relief Fund

Municipality City of Elkins

**Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

Pension Fund	Policemen's Pension & Relief Fund										
Treasurer	Tracy Judy										
Municipality	City of Elkins										
Fiscal Year (July 1 - June 30)	2026										
Actuarial Funding Method	<table> <tr> <td>☐</td> <td>Standard Funding Method</td> </tr> <tr> <td>☒</td> <td>Optional Funding Method</td> </tr> <tr> <td>☐</td> <td>Optional-II Funding Method</td> </tr> <tr> <td>☐</td> <td>Alternative Funding Method (107%)</td> </tr> <tr> <td>☐</td> <td>% Necessary to Maintain Plan Solvency for 15 Years</td> </tr> </table>	☐	Standard Funding Method	☒	Optional Funding Method	☐	Optional-II Funding Method	☐	Alternative Funding Method (107%)	☐	% Necessary to Maintain Plan Solvency for 15 Years
☐	Standard Funding Method										
☒	Optional Funding Method										
☐	Optional-II Funding Method										
☐	Alternative Funding Method (107%)										
☐	% Necessary to Maintain Plan Solvency for 15 Years										

PART I - Asset Reconciliation from Beginning of Fiscal Year to End of Fiscal Year				
Item				Amount
Beginning Fair Value of Pension Plan		July 1 (cash value)		\$ 5,031,465.10
a. Prior year net receivable/payable				
Beginning Fair Value of Pension Plan		July 1 (accrued value)		\$ 5,031,465.10
I. Revenue During Fiscal Year				
1. Employee Contributions				
a. For Employees hired prior to Jan. 1, 2010		Percent of Gross Salary	7.00%	\$ 5,074.39
b. For Employees hired on or after Jan. 1, 2010		Percent of Gross Salary	9.50%	\$ 7,334.15
c. Total Employee Contributions				\$ 12,408.54
2. Government Contributions				
a. From Parent Local Government		Required employer contributions from your municipality		\$ 22,566.55
b. Overpayment Authorized by City Council Pursuant to §WV Code 8-22-27A(d)				\$ -
c. Additional Employer Contributions From Your Municipality				\$ -
d. From State Government		Municipal Pensions Oversight Board (premium surcharges on fire and casualty insurance)		\$ 176,775.18
e. Total Government Contributions				\$ 199,341.73
3. Receivable Contributions				
a. Employee Contributions				
b. Local Government Contributions				
c. State Government Contributions				
d. Other Contributions				
e. Total Receivable Contributions				\$ -
4. Earnings on Investments				
a. Net Appreciation/(Depreciation) of Fair Value of Investments				\$ 420,592.17
b. Net Realized Gain/(Loss) on Sale/Exchange				\$ 164,455.33
c. Interest and Dividends				\$ 101,375.99
d. Other Income				
e. Investment Expenses (enter as negative)				\$ (17,812.44)
f. Receivable Investment Income				
g. Payable Investment Expenses (enter as negative)				
h. Total Earnings on Investments				\$ 668,611.05
5. All Other Revenues				
Please Specify				\$ -
Total Revenues				\$ 880,361.32
The sum of items I.1. through I.7.				

**Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

Item		Amount
II Expenditures During Fiscal Year Does not include Investment Expenses, see I.4.e. and I.4.g. on first page.		
1. Benefits Paid		
Retirement, disability, survivor and any other benefits.		\$ 411,082.36
2. Withdrawals		
Amount paid to employees or former employees or their survivors, representing return of contributions made by employees during the period of their employment		
3. Administration Expenses		
Administrative expenses and other costs or payments not representing benefit payments or withdrawals.		
a. Municipal Administration Municipal administration fees.		
b. Other Administration Example: Pension Secretary expenses; Rent; etc.		
c. Total Administration Expenses		\$ -
4. Payables		
Monies payable after the end of the fiscal year		
a. Benefit Payments		
b. Withdrawals		
c. Administration Expenses		
d. Total Payables		\$ -
Total Expenditures The sum of items II.1. through II.4		\$ 411,082.36
Net Income/(Loss)		\$ 469,278.96
Ending Fair Value of Pension Plan	June 30 (cash value)	\$ 5,500,744.06
a. Net receivable/payable		\$ -
Ending Fair Value of Pension Plan	June 30 (accrued value)	\$ 5,500,744.06

**Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

PART II - Asset Allocation at End of Fiscal Year

1. Cash and Cash Equivalents - Short Term		Percent of Total Assets	6.02%
Financial Institution or Money Manager	Type of Account	Fair Value	
a. Citizens Bank of West Virginia	Checking	\$	4,967.64
b.	Treasury Bills		
c. Citizens Bank of West Virginia	Savings or Money Market Account	\$	325,918.08
d.	Short Term Investment Funds		
e.	Re-Purchase Agreements		
f.	Commercial Paper		
g.	CDs and Bankers' Acceptances		
		Fair Value	
Total Cash and Cash Equivalents		The sum of items 1.a. through 1.g. \$ 330,885.72	
2. Fixed Income - Long Term		Percent of Total Assets	32.10%
Financial Institution or Money Manager	Type of Account	Fair Value	
a.	US Govt Agencies & Instruments		
b.	Foreign Govt, Subdivisions, Agencies or Enterprise		
c.	International agencies or supranational entities		
d.	Mortgage-related or others asset back securities		
e.	Corporate Debt Securities		
f.	Corporate Inflation-index bonds		
g. Citizens Bank of West Virginia	Bank CD's, fixed time deposits, Bankers Acceptance	\$	1,765,807.15
h.	State & Local Govt Debt Securities		
i.	Mutual Funds (Bonds)		
j.	International Mutual Funds - Bonds		
k.	Exchange Traded Funds (ETF) - Bonds		
l.	International Exchange Traded Funds (ETF) - Bonds		
		Fair Value	
Total Fixed Income (at fair value)		The sum of items 2.a. through 2.l. \$ 1,765,807.15	
3. Equity Investments		Percent of Total Assets	61.88%
Financial Institution or Money Manager	Type of Account	Fair Value	
a.	Individual Stocks Held		
b.	Mutual Fund Shares (Equities)		
c. Citizens Bank of West Virginia	Exchange Traded Funds (ETF)	\$	3,404,051.19
d.	International Stocks Held		
e.	International Mutual Funds - Equities		
f.	International Exchange Traded Funds (ETF)		
		Fair Value	
Total Equity Investments (at fair value)		The sum of items 3.a. through 3.f. \$ 3,404,051.19	
4. Alternative Investments		Percent of Total Assets	0.00%
Financial Institution or Money Manager	Type of Account	Fair Value	
a.	Real Estate Investment Trust		
b.	Private Equity Fund		
c.	Hedge Funds		
d.	Other Alternative Investments		
		Fair Value	
Total Alternative Investments (at fair value)		The sum of items 4.a. through 4.d. \$ -	
5. Receivables and Payables		Percent of Total Assets	0.00%
	Type	Fair Value	
a.	Receivable Contributions		
b.	Receivable Investment Income		
c.	Payable Investment Expense		
d.	Payable Benefits, Withdrawals, and Admin Expenses		
		Fair Value	
Net Receivable/(Payable)		The sum of items 5.a. through 5.d. \$ -	
Total Assets		Sum of 1. through 5. \$ 5,500,744.06	
6. Total return on investments for the period of July 1 thru June 30		(Obtain from financial institution or money manager) 13.29%	

**Annual Report of Policemen's and Firemen's Pension and Relief Funds
to the Municipal Pensions Oversight Board
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

PART III - Membership and Beneficiaries

* Please report the figures requested below, for the fiscal year reported on page 1. To figure the Average Monthly Number of Persons, add figures for each month and divide by 12. Please round to two decimal places. An employee must have been paid for 100 hours in any month to be included in that month.

** Please report the total number of disability applications received during the fiscal year, the status of each application at the end of the fiscal year, the total applications granted and denied, and the percentage of disability benefit recipients to the total number of active members of the fund. This requirement satisfies §8-22-23a(a) of the WV Code if the report is submitted to the Municipal Pensions Oversight Board prior to August 1st of each year.

Item		Avg. Monthly #
I. Members of your Pension Fund		
1. Active Members	Exclude Beneficiaries Current number of employees contributing to the pension fund	2.00
2. Inactive Members	Non-active vested members and employees on extended leave without pay	
II. Beneficiaries Receiving Periodic Benefit Payments During Fiscal Year		
1. Retirees		8.00
2. Disability Retirees	Includes the new applications approved during reporting period	
a. Number of Disability Applications received during the fiscal year		
b. Status of each Disability Application at end of fiscal year - please attach separate sheet with details		
(1.) Disability Applications Approved during Fiscal Year		
(2.) Disability Applications Denied during Fiscal Year		
3. Percentage of Disability Benefit Recipients to the Total of Active Members in the fund		0.00%
4. Survivors (of Deceased Members) Drawing Benefits		3.00

PART IV - Legal Thresholds for Investments

	(1)	(2)	(3)
	%	Maximum % and \$	(Over) Under
Equity Investments	62%	75%	13%
International Securities	0%	30%	30%
Alternative Investments	0%	25%	25%
Cash/Cash Equivalents and Fixed Income (Low 25%; High 75%)	38%	25% 75%	-13% 37%
Short Term Investment - (90 days of expenses)		\$ 102,770.59	\$ (228,115.13)



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 23, 2026
Section:	Officer Reports
Category:	Presentation
Agenda Item Name:	Treasurer's report
Recommended By:	City Treasurer
Summary:	Overview of Treasury department activities since the last council meeting
Fiscal Impact:	n/a
Recommendation:	Review presented information
Attachments:	1. Treasurer Report - 2026_07_22

Office of the City Treasurer

Council Report

Date: July 23, 2026

Update since July 9, 2026, council meeting.

- **Council Reports & Attachments**

- Bank balances as of June 30, 2026
- State Purchasing Card Rebate

- **Projects & Financing**

- Amy Condaras with FTB Gibbons presenting to council state historic tax credits process.

- **Treasurer Staff**

- Processing 2026 2nd Quarter B&O returns that are due July 31st.
- Of the 348 first due fire fee collections letters that were in May, 37 accounts are on payment plans, 56 have paid in full, and 255 accounts remain unpaid.

- **Treasurer**

- Finalizing list for WV State Treasurer Unclaimed Property.
- Gathering information for financial statements and uploading to auditor.
- Gathering information for sewer and water PSC reports and uploading to auditor.
- Completed Fire and Police Pension annual reports. Will be sent to actuary July 24, 2026.
- Completed and submitted Fire and Police Pension data collections on July 10, 2026.

Bank Account Name	Balance as of 6/30/2026
--------------------------	------------------------------------

Elkins Municipal Building Comm.	\$0.00
Financial Stabilization	\$778,005.17
Fire Pension Fund	\$3,391,206.89
Firemen's Pension & Relief Fund	\$0.00
Grant Co Bank-Whitmer	\$1,679.79
Landfill Access Escrow	\$2,058,945.26
Landfill Post Closure	\$48,833.96
Opioid	\$25,819.37
Payroll-DTC	\$12,714.40
Payroll-MVB	\$300.00
Police Forfeitures	\$24,781.75
Police Pension Fund	\$5,500,744.06
Police Seizures	\$20,170.47
Policemen's Pension & Relief Fund	\$0.00
Pooled Cash-Coal Severance Fund	\$38,746.13
Pooled Cash-Fire Fund	\$157,887.97
Pooled Cash-General Fund	\$1,217,804.74
Pooled Cash-Landfill Fund	\$136,156.21
Pooled Cash-Parks Fund	\$783,053.03
Pooled Cash-Sanitation Fund	\$310,217.44
Pooled Cash-Sewer Fund	\$434,692.00
Pooled Cash-Water Fund	\$575,563.53
Sewer Depreciation	\$253,439.87
Sewer O&M	\$771,859.14
TIF District #1	\$219,318.71
Water Depreciation	\$122,450.00
Water O&M	\$672,911.12

FY2026 Purchasing Card Rebates

1st Qtr 2nd Qtr 3rd Qtr 4th Qtr TOTAL

General Fund	3,484.90	2,051.02				5,535.92
Coal Sev Fund	-	230.04				
Parks Fund	269.26	147.97				417.23
Fire Fund	250.84	194.14				444.98
Water Fund	2,967.35	1,299.73				4,267.08
Sewer Fund	846.19	484.88				1,331.07
Sanitation Fund	259.75	152.84				412.59

8,078.29	4,560.62	-	-		12,408.87
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CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 23, 2026
Section:	Officer Reports
Category:	Presentation
Agenda Item Name:	Clerk's report
Recommended By:	City Clerk
Summary:	Report on Clerk's Department activities since the previous report
Fiscal Impact:	None
Recommendation:	Review presented information
Attachments:	1. Clerk Report - 2026_07_23

OFFICE OF THE CITY CLERK

COUNCIL REPORT

July 23, 2026

Summary

The reporting period was abbreviated due to scheduled leave from June 20 through July 16. Upon returning, departmental efforts have focused on resuming implementation of previously authorized initiatives, advancing upcoming grant applications and consultant procurements, supporting organizational planning, and preparing several matters for Council consideration.

As noted in the previous report, several major projects are now transitioning from planning into procurement or implementation phases. Key upcoming deadlines and milestones are summarized below.

TIF Projects, Grants & Infrastructure Planning

- Began preparation of FY 2027 West Virginia Department of Transportation Recreational Trails Program and Transportation Alternatives grant applications in support of the Riverfront Redevelopment and Downtown Streetscape projects. Initial letters of intent are due this week, with full applications due in August. (*SP 3.2: TIF Revenues; SP 3.3: Recreation, Parks & Trails; SP 6.4: State & Federal Relationships*)
- The \$5G engineering solicitation for the Downtown Streetscape and Riverfront Redevelopment projects remains open, with consultant submissions due August 7. Next steps include evaluation using the standardized scoring tool approved by the TIF Advisory Committee, selection of top-ranked firms, and interviews tentatively planned for September. (*SP 3.2: TIF Revenues*)

Governance, Records Management & Administrative Systems

- Participated in implementation kickoff with the Smarsh project team to begin technical onboarding, project planning, and coordination of implementation activities. Full deployment remains dependent upon adoption of related policies, employee notification and acknowledgment procedures, and other implementation milestones anticipated later this year. (*SP 2.1: Digital Data & IT; SP 4.2: Public-Facing Process Modernization*)

Police Administration & Organizational Planning

- Coordinated with the Mayor and Human Resources regarding interim organizational structure and administrative responsibilities within the Police Department during the current leadership transition. The matter has been prepared for Council consideration at the July 23 meeting.

Financial Administration & Policy

- Reviewed the City's travel and meal reimbursement practices and identified the need to clarify policy regarding reimbursement reductions when meals are provided as part of conferences or training events. (*SP 2.2: Financial Stability*)

Human Resources & Civil Service

- Firefighters Civil Service Commission authorized an entry-level hiring process to establish a new eligibility list prior to expiration of the current list on September 16. Human Resources is developing the electronic application process and updating background investigation materials. Applications will be accepted August 3–21, with physical agility testing, written examination, Commission interviews, and establishment of the new eligibility list scheduled for September 12. (*SP 5.2: Employee Training & Development*)

Public Safety & Communications

- Continued development of public communications regarding the City's public safety camera system to ensure residents understand its capabilities, limitations, and applicable legal protections. Work has included review of concerns raised in other West Virginia communities regarding automated license plate reader systems and consideration of messaging that distinguishes the City's system from technologies such as Flock. (*SP 4.1: Transparency & Public Awareness*)

Upcoming Milestones & Decision Points

FY 2027 WVDOH Grant Applications

- Recreational Trails Program and Transportation Alternatives letters of intent were due and submitted July 21.
- Full grant applications due in August.

\$5G Engineering Procurement

- Consultant submissions due August 7.
- TIF Advisory Committee to evaluate proposals using approved scoring tool.

- Interviews with top-ranked firms tentatively planned for September.

Firefighters Civil Service

- Applications accepted August 3–21.
- Physical agility testing, written examination, Commission interviews, and establishment of new eligibility list scheduled for September 12.
- Current eligibility list expires September 16.

Comprehensive Plan

- Planning Commission public hearing: July 30.
- Council presentation: August 13.
- Council public hearing and possible adoption: TBD in September.

Council Rules of Procedure

- Proposed effective date: September 1, pending further discussion of content.

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.

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CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 23, 2026
Section:	Approval of Vendor Invoice Payments
Category:	Action Item
Agenda Item Name:	Vendor invoices presented for approval: July 6 through July 17, 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 \$974,639.93 in transactions from all funds.
Recommendation:	Consider for approval
Attachments:	1. AP Check Report 7-6 thru 7-17-26

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00560	Public Service Commission WV							
I-2027-00832 Whitmer	Intrastate Revenue Assessmnt	R	7/15/2026	174.92		000088		174.92
00283	Frontier							
I-062826 Whitmer	Internet/Phone 0628-072726	D	7/15/2026	139.99		009645		139.99

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	174.92	0.00	174.92
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	139.99	0.00	139.99
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: GCBANTOTALS:	2	314.91	0.00	314.91
BANK: GCBAN TOTALS:	2	314.91	0.00	314.91

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00471 I-061026 Bearhunter	FirstEnergy MP/PE Bear Hunter 050826-060826	D	7/06/2026	130.16		009548		130.16
00119 I-49340382	First-Citizens Bank & Trust Co Konica Printer 070826	D	7/07/2026	55.00		009549		55.00
00450 I-49300498	Visual Edge IT Konica Printer 070226	D	7/07/2026	57.00		009550		57.00
00471 I-061126 192 High	FirstEnergy MP/PE 192 High St 050726-060926	D	7/07/2026	7,503.45		009551		7,503.45
00471 I-061126 City Park	FirstEnergy MP/PE Elkins City Park 050926-060926	D	7/07/2026	11.22		009552		11.22
00471 I-061126 Park 465	FirstEnergy MP/PE 061126 Park St 050926-060926	D	7/07/2026	17.26		009553		17.26
00471 I-061126 Park 883	FirstEnergy MP/PE Park St 050926-060926	D	7/07/2026	96.91		009554		96.91
00471 I-061126 Park 996	FirstEnergy MP/PE ParkSt 050926-060926	D	7/07/2026	11.38		009555		11.38
00471 I-061126 Park St Pav	FirstEnergy MP/PE Park St Pavilion 050926-060926	D	7/07/2026	12.47		009556		12.47
00471 I-061126 Reservior	FirstEnergy MP/PE Reservoir Hill 050926-060926	D	7/07/2026	10.31		009557		10.31
00471 I-061126 Sycamore	FirstEnergy MP/PE Sycamore 050926-060926	D	7/07/2026	11.11		009558		11.11
00471 I-061526 11th 219	FirstEnergy MP/PE 11th Rt 219 051326-061126	D	7/07/2026	49.60		009559		49.60
00471 I-061526 11th St	FirstEnergy MP/PE 11th St 051326-061126	D	7/07/2026	10.31		009560		10.31
00471 I-061526 216 4th	FirstEnergy MP/PE 216 4th St 051326-061126	D	7/07/2026	1,341.34		009561		1,341.34
00471 I-061526 31 Jones Dr	FirstEnergy MP/PE 31 Jones Dr 051426-061226	D	7/07/2026	215.92		009562		215.92

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00471 I-061526 4th Kerrens	FirstEnergy MP/PE 4th/Kerrens 051326-061126	D	7/07/2026	11.48		009563		11.48
00471 I-061526 8 Cherokee	FirstEnergy MP/PE 8 Cherokee 051326-061126	D	7/07/2026	868.20		009564		868.20
00471 I-061526 Barron	FirstEnergy MP/PE Barron Ave 051326-061126	D	7/07/2026	388.00		009565		388.00
00471 I-061526 NRand	FirstEnergy MP/PE N Randolph 051326-061126	D	7/07/2026	95.52		009566		95.52
00471 I-061526 RR Ave	FirstEnergy MP/PE Railroad Ave Lighting 061526	D	7/07/2026	416.48		009567		416.48
00471 I-061526 Rand 071	FirstEnergy MP/PE Randolph/Davis 051326-061126	D	7/07/2026	27.30		009568		27.30
00471 I-061526 Randolph	FirstEnergy MP/PE Randolph Ave 051326-061126	D	7/07/2026	104.50		009569		104.50
00471 I-061526 Stewart	FirstEnergy MP/PE Stewart Ave 051326-061126	D	7/07/2026	1,798.23		009570		1,798.23
00471 I-061526 TLgt Rand 3	FirstEnergy MP/PE Lights Rand/3rd 051326-061126	D	7/07/2026	32.24		009571		32.24
00471 I-061526 Whiteman	FirstEnergy MP/PE Whiteman Ave 051326-061126	D	7/07/2026	132.01		009572		132.01
00471 I-061626 1 Bax CG	FirstEnergy MP/PE 1 Baxter CG 051426-061226	D	7/07/2026	331.06		009573		331.06
00471 I-061626 1 Bax Water	FirstEnergy MP/PE 1 Baxter Water 051426-061226	D	7/07/2026	769.91		009574		769.91
00471 I-061626 142 RELee	FirstEnergy MP/PE 142 RELee 051426-061226	D	7/07/2026	1,302.52		009575		1,302.52
00471 I-061626 15th St	FirstEnergy MP/PE 15th St 051426-061226	D	7/07/2026	48.64		009576		48.64
00471 I-061626 1Baxter ST	FirstEnergy MP/PE 1 Baxter St 051426-061226	D	7/07/2026	321.80		009577		321.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00471 I-061626 31 Jones	FirstEnergy MP/PE 31 Jones 051426-061226	D	7/07/2026	250.71		009578		250.71
00471 I-061626 3rd St	FirstEnergy MP/PE 3rd St 051426-061226	D	7/07/2026	67.41		009579		67.41
00471 I-061626 5 Baxter	FirstEnergy MP/PE 5 Baxter 051426-061226	D	7/07/2026	305.36		009580		305.36
00471 I-061626 516 Glendal	FirstEnergy MP/PE 516 Glendale 051426-061226	D	7/07/2026	48.99		009581		48.99
00471 I-061626 BLKRR Ave	FirstEnergy MP/PE BLK LT0 RR Ave 051426-061226	D	7/07/2026	171.25		009582		171.25
00471 I-061626 Davis 1st	FirstEnergy MP/PE Davis/1st St 051426-061226	D	7/07/2026	45.58		009583		45.58
00471 I-061626 Davis 2nd	FirstEnergy MP/PE Davis 2nd 051426-061226	D	7/07/2026	58.55		009584		58.55
00471 I-061626 Flood Ctrl	FirstEnergy MP/PE Flood Control 051426-061226	D	7/07/2026	1,103.96		009585		1,103.96
00471 I-061626 Glendale	FirstEnergy MP/PE Glendale Dr 051426-061226	D	7/07/2026	2,201.34		009586		2,201.34
00471 I-061626 Glendale Dr	FirstEnergy MP/PE Glendale Ave 051426-061226	D	7/07/2026	53.38		009587		53.38
00471 I-061626 Harrison	FirstEnergy MP/PE Harrison Ave 051426-061226	D	7/07/2026	31.93		009588		31.93
00471 I-061626 Oak Grove	FirstEnergy MP/PE Oak Grove 051426-061226	D	7/07/2026	302.41		009589		302.41
00471 I-061626 Riverbend	FirstEnergy MP/PE Riverbend 051426-061226	D	7/07/2026	31.78		009590		31.78
00471 I-061626 Riverview	FirstEnergy MP/PE Riverview 051426-061226	D	7/07/2026	51.27		009591		51.27
00471 I-061626 SDavis/11th	FirstEnergy MP/PE S Davis/11th St 051426-061226	D	7/07/2026	98.61		009592		98.61

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00471 I-061626 Wilson	FirstEnergy MP/PE Wilson Ln 051426-061226	D	7/07/2026	516.54		009593		516.54
00471 I-061926 401 Davis	FirstEnergy MP/PE 401 Davis Ave 051326-061126	D	7/07/2026	2,132.11		009594		2,132.11
00471 I-061926 Riverbend	FirstEnergy MP/PE Riverbend Pk 051426-061226	D	7/07/2026	19,307.01		009595		19,307.01
02347 I-20453163	LEAF Tosh 5525AC 070826	D	7/07/2026	283.19		009596		283.19
02347 I-20453164	LEAF Tosh 4525AC 070826	D	7/07/2026	168.50		009597		168.50
02347 I-20453165	LEAF Tosh 400AC 070826	D	7/07/2026	147.50		009598		147.50
00047 I-00007 071926	Truist Governmental Finance 9948000234-07 071926	D	7/07/2026	4,984.55		009599		4,984.55
00283 I-062026	Frontier Phones/Internet/TV 062026	D	7/07/2026	1,044.79		009600		1,044.79
02347 I-20469272	LEAF Tosh 4525AC 071026	D	7/07/2026	381.13		009601		381.13
02347 I-20482481	LEAF Tosh ES4515AC 071326	D	7/07/2026	135.23		009602		135.23
00741 I-VF 202607072623 I-VF2202607072623	Great-West Trust Company LLC Voya Voya AT	D D	7/08/2026 7/08/2026	830.00 120.00		009603 009603		950.00
00471 I-061626 Haddix	FirstEnergy MP/PE Rt 3 Haddix 051426-061226	D	7/08/2026	49.18		009604		49.18
00471 I-061126 Park Street	FirstEnergy MP/PE Park St 095 050926-060926	D	7/10/2026	10.66		009605		10.66
00471 I-061926 LT31 Barron	FirstEnergy MP/PE LT31 Barron 051526-061526	D	7/10/2026	16,070.99		009606		16,070.99

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00385 I-3172094	John Deere Financial 030-0078387-000 071426	D	7/14/2026	2,096.69		009607		2,096.69
00471 I-062526 Jimtown Com	FirstEnergy MP/PE Jimtown Comm 052226-061826	D	7/14/2026	12.11		009608		12.11
00471 I-062526 RT219/250	FirstEnergy MP/PE RT 219/250 052226-062326	D	7/14/2026	84.04		009609		84.04
00471 I-062526 Rt3 Haddix	FirstEnergy MP/PE Rt 3 Haddix 097 052226-062326	D	7/14/2026	22.17		009610		22.17
00484 I-062426 1 Baxter	Mountaineer Gas Company 1 Baxter 050826-060826	D	7/14/2026	39.23		009611		39.23
00484 I-062426 1 Baxter CG	Mountaineer Gas Company 1 Baxter CG 050826-061026	D	7/14/2026	86.72		009612		86.72
00484 I-062426 216 4th	Mountaineer Gas Company 216 4th 050826-060926	D	7/14/2026	265.16		009613		265.16
00484 I-062426 216 4th B	Mountaineer Gas Company 216 4th St B 050826-060926	D	7/14/2026	51.08		009614		51.08
00484 I-062426 401 Davis	Mountaineer Gas Company 401 Davis 050826-060926	D	7/14/2026	51.11		009615		51.11
00484 I-062426 5 Baxter	Mountaineer Gas Company 5 Baxter 050826-061026	D	7/14/2026	64.27		009616		64.27
00484 I-062426 917 S RR	Mountaineer Gas Company 917 S RR 050826-060926	D	7/14/2026	39.23		009617		39.23
00484 I-062426 Barron	Mountaineer Gas Company Barron Ave 050826-060926	D	7/14/2026	51.11		009618		51.11
00484 I-062426 Baxter	Mountaineer Gas Company Baxter 050826-061026	D	7/14/2026	98.66		009619		98.66
00484 I-062426 Center	Mountaineer Gas Company Center St 050826-060926	D	7/14/2026	39.23		009620		39.23
00484 I-062426 Flood Contr	Mountaineer Gas Company Flood Ct/31Jones 050826-061126	D	7/14/2026	169.99		009621		169.99

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00484 I-062426 Glendale	Mountaineer Gas Company Glendale LS3 050826-061026	D	7/14/2026	63.02		009622		63.02
00484 I-062426 Indust'l Pk	Mountaineer Gas Company Industrial Pk 050826-061026	D	7/14/2026	51.11		009623		51.11
00484 I-062426 RELee	Mountaineer Gas Company RE Lee Ext 050826-061126	D	7/14/2026	122.29		009624		122.29
00484 I-062426 Stewart	Mountaineer Gas Company Stewart Ave 050826-061026	D	7/14/2026	49.48		009625		49.48
01727 I-578571-070326	Enterprise FM Trust Fleet Leases 07/2026	D	7/14/2026	20,718.17		009626		20,718.17
02477 I-40335193	Duncan Parnell Catalyst 1 - Annual	D	7/14/2026	4,180.00		009627		4,180.00
02724 C-Refund I-242	Harris Electrical Services LLC Refund for CC Fees Data Work City Hall	D D	7/14/2026 7/14/2026	107.72CR 7,482.11		009628 009628		7,374.39
00047 I-072726 00006	Truist Governmental Finance 9948000234-06 07/27/26	D	7/15/2026	2,643.26		009630		2,643.26
00075 I-37310925	Encova Insurance WC 070126	D	7/15/2026	10,249.00		009631		10,249.00
00471 I-070626 Elkins Comm	FirstEnergy MP/PE Elkins Comm Lighting 070626	D	7/15/2026	10,336.89		009632		10,336.89
00471 I-070626 Teaberry	FirstEnergy MP/PE Teaberry Hills 052926-062626	D	7/15/2026	32.92		009633		32.92
00484 I-070226 500 Scott	Mountaineer Gas Company 500 Scott Fd 051926-061826	D	7/15/2026	40.01		009634		40.01
00484 I-070226 Bearhunter	Mountaineer Gas Company 153 Bearhunter 052026-061826	D	7/15/2026	49.79		009635		49.79
00792 I-RTD202607072623	WV Consolidated Retirement Boa Retirement	D	7/15/2026	7,523.66		009636		7,523.66

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00952	WV Consolidated Retirement Boa							
I-RTF202607072623	Retirement	D	7/15/2026	3,662.50		009637		
I-RTN202607072623	Retirement	D	7/15/2026	4,983.50		009637		8,646.00
00993	WV Consolidated Retirement Boa							
I-RT6202607072623	Retirement 6%	D	7/15/2026	10,405.45		009638		10,405.45
02347	LEAF							
I-20511606	Toshiba E478S 071826	D	7/15/2026	85.00		009639		85.00
02347	LEAF							
I-20511607	Toshiba E478S San 071826	D	7/15/2026	85.00		009640		85.00
02347	LEAF							
I-20547474	Tosh/Lex Treas 072426	D	7/15/2026	629.69		009641		629.69
02347	LEAF							
I-20547475	Tosh E4515AC 072526	D	7/15/2026	205.62		009642		205.62
02347	LEAF							
I-20547476	Tosh E3025AC	D	7/15/2026	492.47		009643		492.47
02667	Health Equity							
I-HSA202607072623	Health Savings	D	7/15/2026	1,241.54		009644		1,241.54
00140	City of Elkins							
I-070126 Whitmer Pmt	Whitmer U Pmts to Elkins	R	7/07/2026	4,228.74		018976		4,228.74
00156	COE Sewer Depreciation Account							
I-063026 Sewer Depre	Sewer Deprec 06/2026	R	7/07/2026	7,044.14		018977		7,044.14
00158	COE Water Depreciation Account							
I-063026 Water Depre	Water Deprec 06/2026	R	7/07/2026	9,892.09		018978		9,892.09
00540	Pitney Bowes Bank Inc							
I-CKREQ PostageAll	Postage Allocation 04/26-06/26	R	7/07/2026	2,917.22		018979		2,917.22
00573	Randolph County Development Au							
I-7215	Rent 07/2026	R	7/07/2026	800.00		018980		800.00
00779	Woodford Oil Company							
I-SI-41565	1201b Delo Gear EP5	R	7/07/2026	576.65		018981		576.65

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01092 I-27-W-9	Civil War Trails CWT Membership 2027	R	7/07/2026	300.00		018982		300.00
01292 I-063026 Sewer OM	COE Sewer O & M Account Sewer O&M 06/2026	R	7/07/2026	13,527.27		018983		13,527.27
01313 I-063026 Water OM	COE Water O & M Account Water O&M 06/2026	R	7/07/2026	21,676.42		018984		21,676.42
01888 I-10755	WVa Auto Glass Replace L Rear Glass	R	7/07/2026	624.00		018985		624.00
02059 I-104749C	Matheny Motor Truck Company Filters/Fuel-Water Separator	R	7/07/2026	408.97		018986		408.97
02098 I-26112-339	Skasiks Quality Cleaners LLC Sew patches	R	7/07/2026	28.55		018987		28.55
02451 I-25788	Waypoint Resource Group LLC Collections 06/2026	R	7/07/2026	64.17		018988		64.17
02637 I-CKREQ 063026	Cody Kerns Reimburse Tree/Mulch	R	7/07/2026	53.69		018989		53.69
02724 I-239	Harris Electrical Services LLC City Hall Addt'l Data Basement	R	7/07/2026	5,421.25		018990		5,421.25
02848 I-07012026	First United Methodist Church 4-Parking Space Rentals 07/26	R	7/07/2026	80.00		018991		80.00
02994 I-181449-02-01	Cunningham Recreation Playground Border 1/2 ramp	R	7/07/2026	2,227.00		018992		2,227.00
00116 I-CDS202607072623	Child Support Enforcement Child Support	R	7/08/2026	453.40		018993		453.40
00121 I-FP 202607072623	Citizens Bank of WVFP Fire Pension	R	7/08/2026	365.68		018994		365.68
00122 I-PP 202607072623 I-PPN202607072623	Citizens Bank of WVPP Police Pension Police Pension-2010 Forward	R R	7/08/2026 7/08/2026	164.65 237.54		018995 018995		402.19

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00147	I-MIS202607072623	COE Misc Misc Reimbursements	R	7/08/2026	437.00		018996	437.00
00150	I-T1 202607072623	COE Payroll Federal Withholding	R	7/08/2026	14,445.39		018997	14,445.39
00151	I-T3 202607072623	COE Payroll FICA	R	7/08/2026	22,898.64		018998	
	I-T4 202607072623	Medicare	R	7/08/2026	5,638.22		018998	28,536.86
00152	I-T2 202607072623	COE Payroll State Withholding	R	7/08/2026	6,041.00		018999	6,041.00
00203	I-CC 202607072623	Davis Trust Company Employee Christmas Club	R	7/08/2026	2,790.00		019000	2,790.00
00747	I-WN 202607072623	Washington National Insurance Washington National Insurance	R	7/08/2026	527.47		019001	527.47
00837	I-001202607072623	COE Payroll Reimbursement Payroll Reimbursement	R	7/08/2026	55,962.93		019002	
	I-006202607072623	Payroll Reimbursement	R	7/08/2026	11,308.04		019002	
	I-036202607072623	Payroll Reimbursement	R	7/08/2026	18,318.65		019002	
	I-400202607072623	Payroll Reimbursement	R	7/08/2026	25,776.05		019002	
	I-401202607072623	Payroll Reimbursement	R	7/08/2026	16,427.85		019002	
	I-404202607072623	Payroll Reimbursement	R	7/08/2026	13,173.98		019002	140,967.50
01885	I-CL 202607072623	Colonial Life Colionial Life-AT	R	7/08/2026	91.03		019003	
	I-CLP202607072623	Colonial Life-PT	R	7/08/2026	52.52		019003	143.55
00151	I-T3 202607102624	COE Payroll FICA	R	7/10/2026	63.24		019004	
	I-T4 202607102624	Medicare	R	7/10/2026	14.80		019004	78.04
00152	I-T2 202607102624	COE Payroll State Withholding	R	7/10/2026	12.00		019005	12.00
00837	I-006202607102624	COE Payroll Reimbursement Payroll Reimbursement	R	7/10/2026	458.98		019006	458.98
00132	I-M94480 M94493	Clarksburg Water Board Compliance Samples 03/26	R	7/15/2026	276.00		019007	
	I-M94871	Compliance Samples 06/2026	R	7/15/2026	46.00		019007	322.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00140	City of Elkins							
I-063026	Corley D Wg Reimb Water Fnd Corley	R	7/15/2026	85,760.00		019008		85,760.00
00154	COE Sanitation							
C-9662	Correct Inv # Correct Invoice #	R	7/15/2026	198.90CR		019009		
I-202606309598	Yard Waste Tk 2379 Brush 124	R	7/15/2026	299.48		019009		
I-202606309604	Hauling/Tipping 47667 062326	R	7/15/2026	498.44		019009		
I-202607079662	Roll Off Rental 06/2026	R	7/15/2026	198.90		019009		
I-202607079662 CH	Roll Off Rental 06/26 CHall	R	7/15/2026	198.90		019009		
I-202607079663	Roll Off Rental 06/26	R	7/15/2026	198.90		019009		1,195.72
00211	Elkins Depot Welcome Center							
I-05/26	Hotel/Motel Hotel/Motel Collection 05/26	R	7/15/2026	13,253.69		019010		13,253.69
00369	The Inter-Mountain							
I-77154	Planning Comm Mtg Notice	R	7/15/2026	25.00		019011		25.00
00414	Wesley Lambert							
I-08/2026	Travel Travel-Charleston WVML	R	7/15/2026	267.00		019012		267.00
00560	Public Service Commission WV							
C-2027-0832	Correct Intrastate Revenue	R	7/15/2026	174.92CR		019013		
I-2027-00277	Intrastate Revenue Assessmnt	R	7/15/2026	8,815.27		019013		
I-2027-00278	Intrastate Revenue Assessmnt	R	7/15/2026	13,468.82		019013		
I-2027-00832	Intrastate Revenue Assessmnt	R	7/15/2026	174.92		019013		22,284.09
00711	Tygart Valley Transfer, Inc.							
I-00046807	Comm	R	7/15/2026	397.49		019014		
I-00046816	Comm	R	7/15/2026	401.31		019014		
I-00046821	Res	R	7/15/2026	178.68		019014		
I-00046830	Comm	R	7/15/2026	198.74		019014		
I-00046848	Res	R	7/15/2026	1,123.67		019014		
I-00046849	Res	R	7/15/2026	803.58		019014		
I-00046850	Comm	R	7/15/2026	956.46		019014		
I-00046879	Comm	R	7/15/2026	352.58		019014		
I-00046882	Res	R	7/15/2026	167.21		019014		
I-00046884	Comm	R	7/15/2026	234.10		019014		
I-00046893	Comm	R	7/15/2026	145.24		019014		
I-00046901	Res	R	7/15/2026	611.52		019014		
I-00046902	Comm	R	7/15/2026	487.31		019014		
I-00046907	Res	R	7/15/2026	573.30		019014		
I-00046937	Comm	R	7/15/2026	386.98		019014		
I-00046940	Comm	R	7/15/2026	164.35		019014		
I-00046952	Res	R	7/15/2026	578.08		019014		
I-00046954	Res	R	7/15/2026	732.87		019014		
I-00046956	Comm	R	7/15/2026	335.38		019014		
I-00046957	Comm	R	7/15/2026	503.55		019014		
I-00046976	Comm	R	7/15/2026	222.63		019014		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-00046982	Res	R	7/15/2026	145.24		019014		
I-00046988	Comm	R	7/15/2026	371.69		019014		
I-00047007	Res	R	7/15/2026	670.76		019014		
I-00047008	Res	R	7/15/2026	598.14		019014		
I-00047010	Comm	R	7/15/2026	656.43		019014		
I-00047037	Comm	R	7/15/2026	289.52		019014		
I-00047050	Comm	R	7/15/2026	127.08		019014		
I-00047066	Comm	R	7/15/2026	722.36		019014		
I-00047067	Res	R	7/15/2026	532.21		019014		
I-00047068	Comm	R	7/15/2026	628.72		019014		
I-00047103	Comm	R	7/15/2026	134.73		019014		
I-00047136	Res	R	7/15/2026	959.32		019014		
I-00047138	Res	R	7/15/2026	816.95		019014		
I-00047142	Comm	R	7/15/2026	966.97		019014		
I-00047169	Comm	R	7/15/2026	120.39		019014		
I-00047178	Res	R	7/15/2026	151.92		019014		
I-00047183	Comm	R	7/15/2026	269.45		019014		
I-00047190	Comm	R	7/15/2026	321.05		019014		
I-00047195	Res	R	7/15/2026	673.63		019014		
I-00047197	Res	R	7/15/2026	545.59		019014		
I-00047198	Comm	R	7/15/2026	614.39		019014		
I-00047222	Comm	R	7/15/2026	127.08		019014		
I-00047241	Res	R	7/15/2026	616.30		019014		
I-00047242	Res	R	7/15/2026	628.72		019014		
I-00047245	Comm	R	7/15/2026	734.78		019014		
I-000472532	Comm	R	7/15/2026	380.29		019014		
I-00047258	Comm	R	7/15/2026	119.44		019014		
I-00047265	Comm	R	7/15/2026	341.11		019014		
I-00047269	Comm	R	7/15/2026	1,074.94		019014		
I-00047287	Res	R	7/15/2026	752.93		019014		
I-00047289	Res	R	7/15/2026	739.56		019014		
I-00047291	Comm	R	7/15/2026	679.36		019014		
I-00047333	Comm	R	7/15/2026	968.88		019014		
I-00047335	Res	R	7/15/2026	516.93		019014		
I-00047336	Res	R	7/15/2026	644.96		019014		
I-00047352	Comm	R	7/15/2026	318.18		019014		
I-00047360	Res	R	7/15/2026	125.17		019014		
I-00047361	Comm	R	7/15/2026	305.76		019014		
I-00047393	Res	R	7/15/2026	1,100.74		019014		
I-00047395	Res	R	7/15/2026	858.04		019014		
I-00047396	Comm	R	7/15/2026	1,247.88		019014		
I-00047425	Comm	R	7/15/2026	188.23		019014		
I-00047441	Res	R	7/15/2026	620.12		019014		
I-00047444	Res	R	7/15/2026	678.41		019014		
I-00047445	Comm	R	7/15/2026	432.84		019014		
I-00047475	Comm	R	7/15/2026	364.05		019014		
I-00047479	Comm	R	7/15/2026	368.82		019014		
I-00047490	Res	R	7/15/2026	574.26		019014		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-00047497	Comm	R	7/15/2026	620.12		019014		
I-00047498	Res	R	7/15/2026	540.81		019014		
I-00047523	Comm	R	7/15/2026	387.93		019014		
I-00047535	Res	R	7/15/2026	594.32		019014		
I-00047541	Res	R	7/15/2026	652.61		019014		
I-00047543	Comm	R	7/15/2026	697.52		019014		
I-00047567	Comm	R	7/15/2026	307.67		019014		
I-00047581	Res	R	7/15/2026	453.86		019014		
I-00047582	Res	R	7/15/2026	637.32		019014		
I-00047587	Comm	R	7/15/2026	735.74		019014		
I-00047615	Comm	R	7/15/2026	146.19		019014		
I-00047633	Res	R	7/15/2026	910.59		019014		
I-00047635	Comm	R	7/15/2026	171.99		019014		
I-00047636	Res	R	7/15/2026	884.79		019014		
I-00047646	Comm	R	7/15/2026	1,105.51		019014		
I-00047667	Comm	R	7/15/2026	218.81		019014		
I-00047673	Comm	R	7/15/2026	346.85		019014		
I-00047683	Comm	R	7/15/2026	358.31		019014		
I-00047686	Res	R	7/15/2026	536.99		019014		
I-00047688	Res	R	7/15/2026	645.92		019014		
I-00047689	Res	R	7/15/2026	178.68		019014		
I-00047711	Comm	R	7/15/2026	371.69		019014		
I-00047720	Comm	R	7/15/2026	68.80		019014		
I-00047730	Res	R	7/15/2026	630.63		019014		
I-00047732	Comm	R	7/15/2026	801.66		019014		
I-00047735	Res	R	7/15/2026	604.83		019014		
I-00047757	Comm	R	7/15/2026	284.74		019014		
I-00047762	Comm	R	7/15/2026	150.97		019014		
I-00047766	Res	R	7/15/2026	116.57		019014		
I-00047771	Comm	R	7/15/2026	354.49		019014		
I-00047778	Res	R	7/15/2026	704.20		019014		
I-00047788	Res	R	7/15/2026	646.87		019014		
I-00047792	Comm	R	7/15/2026	654.52		019014		
I-00047832	Res	R	7/15/2026	126.13		019014		
I-00047835	Res	R	7/15/2026	566.61		019014		
I-00047836	Res	R	7/15/2026	604.83		019014		
I-00047839	Comm	R	7/15/2026	620.12		019014		
I-00047859	Comm	R	7/15/2026	293.34		019014		
I-00047865	Comm	R	7/15/2026	132.81		019014		
I-00047883	Res	R	7/15/2026	610.56		019014		
I-00047885	Res	R	7/15/2026	986.08		019014		
I-00047886	Comm	R	7/15/2026	1,044.36		019014		
I-00047903	Comm	R	7/15/2026	242.70		019014		
I-00047918	Comm	R	7/15/2026	215.94		019014		
I-00047930	Res	R	7/15/2026	600.05		019014		
I-00047931	Res	R	7/15/2026	720.45		019014		
I-00047932	Comm	R	7/15/2026	497.82		019014		59,163.65

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00779 I-SI-22706 Diff	Woodford Oil Company Diff on INV SI-22706	R	7/15/2026	78.84		019015		78.84
00812 I-6126B49F	WV Division of Corrections & R 15 days Inmate housing 6/26	R	7/15/2026	1,009.05		019016		1,009.05
01230 I-143542	Packaging Research & Design Co 22' Roll-Off Liners	R	7/15/2026	341.72		019017		341.72
01390 I-43177	Phoenix Solutions, LLC Chemicals	R	7/15/2026	5,088.00		019018		5,088.00
01594 I-2630689295	Pace Analytical Services LLC contract Serv June 2026	R	7/15/2026	4,804.00		019019		4,804.00
01681 I-06302026	HdL Companies Add'tl BL Revenue 06/2026	R	7/15/2026	1,189.29		019020		1,189.29
01745 I-R3-260656084	Cummins Sales and Service Repairs-Old Plant Generator	R	7/15/2026	1,705.60		019021		1,705.60
01790 I-531	Crim Law Office PLLC Water Board Attny Sv 10/2025	R	7/15/2026	660.00		019022		660.00
02277 I-1061	Vigilant Communications LLC Motorola Radios	R	7/15/2026	23,000.00		019023		23,000.00
02365 I-51943F	D & G Machine Co., Inc Garbage Bin Cover Dumpster Frm	R	7/15/2026	2,942.48		019024		2,942.48
02580 I-070726	Mountain Motorworks vehicle maintenance	R	7/15/2026	634.70		019025		634.70
02619 I-338	D&L Mallow Construction LLC Bluegrass Pavilion work	R	7/15/2026	4,500.00		019026		4,500.00
02669 I-K9WDI-103125-01	K9 Working Dogs International, Adv K9 Handler Training w/Cert	R	7/15/2026	2,295.00		019027		2,295.00
02879 I-523	Allegheny Excavating LLC Demo/Cleanup 12 Paul St	R	7/15/2026	11,725.00		019028		11,725.00
00968 I-0830013220260	WV DEP Cert to Operate - WTP	R	7/15/2026	200.00		019029		200.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00968 I-0830014020260	WV DEP Cert to Operate -Raw Water	R	7/15/2026	200.00		019030		200.00
00968 I-2026 WWTP	WV DEP 2026 Cert to Operate WWTP	R	7/15/2026	200.00		019031		200.00
02605 I-PH 2 Appl #6	Commercial Builders Inc contracted services	R	7/15/2026	274,098.75		019032		274,098.75
02978 I-Appl #3	Keystone Waterproofing, Inc. contracted services	R	7/15/2026	34,137.00		019033		34,137.00
02996 I-Ckreq071526	ELFKINS, INC refund christmas balances	R	7/15/2026	1,231.03		019034		1,231.03
02997 I-CkReq 7/15/26	Steven D. Smith Reimburse CDL testing	R	7/15/2026	250.00		019035		250.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	60	818,090.83	0.00	818,090.83
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	96	155,580.80	0.00	155,580.80
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: Pool TOTALS:	156	973,671.63	0.00	973,671.63
BANK: Pool TOTALS:	156	973,671.63	0.00	973,671.63

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02300	Column Software PBC							
I-3AYKAIWY-0004	Elkins Riverfront/Streetscape	R	7/15/2026	29.78		000009		
I-3AYKAIWY-0005	Elkins Riverfront/Stscape Ad	R	7/15/2026	29.78		000009		59.56

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	59.56	0.00	59.56
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TIF TOTALS:	1	59.56	0.00	59.56
BANK: TIF TOTALS:	1	59.56	0.00	59.56

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02012	Appalachian Aggregates							
I-295475	57 Stone	R	7/15/2026	593.83		000099		593.83

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	593.83	0.00	593.83
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:	1	593.83	0.00	593.83
BANK: WATDP TOTALS:	1	593.83	0.00	593.83
REPORT TOTALS:	160	974,639.93	0.00	974,639.93

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 7/06/2026 THRU 7/17/2026
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 23, 2026
Section:	New Business
Category:	Ordinance
Agenda Item Name:	Ordinance 352: An ordinance of the Common Council of the City Of Elkins, West Virginia, approving the formation of a joint development entity with the Randolph County Development Authority to be known as [Elkins Development, LLC]; approving the articles of organization of [Elkins Development, LLC]; approving the operating agreement for the [Elkins Development, LLC] and providing for other matters in connection therewith (first of two readings)
Recommended By:	City Attorney
Summary:	The proposed ordinance authorizes the City to form Elkins Development, LLC, a joint development entity with the Randolph County Development Authority pursuant to West Virginia Code § 7-12-9b. The entity will be used in connection with the City Hall redevelopment project, including the historic tax credit financing structure. The ordinance approves the Articles of Organization and Operating Agreement (also attached), authorizes the City Attorney to organize the entity and execute the operating agreement on the City's behalf, and designates the City Attorney as the initial manager. Under the Operating Agreement, the City will hold a 99% membership interest and RCDA will hold 1%. The LLC will terminate on September 1, 2031. Amy Condaras, the city's legal counsel in this matter, will be present to explain and answer questions.
Fiscal Impact:	This action incurs no cost beyond fees for legal counsel. The action is necessary for accessing revenues from the sale of state historic tax credits.
Recommendation:	Consider for approval
Attachments:	1. O-352 - JDE Project - 2026_07_22 2. Elkins Dev - Org Articles - 2026_07_22 3. Elkins Dev - Op Agreement - 2026_07_22



CITY OF ELKINS AGENDA ITEM REPORT

ORDINANCE

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKINS, WEST VIRGINIA, APPROVING THE FORMATION OF A JOINT DEVELOPMENT ENTITY WITH THE RANDOLPH COUNTY DEVELOPMENT AUTHORITY TO BE KNOWN AS ELKINS DEVELOPMENT, LLC; APPROVING THE ARTICLES OF ORGANIZATION OF ELKINS DEVELOPMENT, LLC; APPROVING THE OPERATING AGREEMENT FOR ELKINS DEVELOPMENT, LLC AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Elkins, West Virginia (the “City”), is working to design, construct, equip, finance, operate, improve and maintain the Elkins City Hall (the “City Hall Project”) to develop and advance the business prosperity and economic welfare of the City;

WHEREAS, the City desires to jointly, with the Randolph County Development Authority (“RCDA”), form a joint development entity as permitted under Chapter 7, Article 12, Section 9b of the Code of West Virginia, as amended (the “Act”), as well as other applicable provisions, related to the City Hall Project;

WHEREAS, Section 9b of the Act permits any combination of two or more municipal or county governing bodies and county development authorities to organize and jointly own all of the membership interests in a limited liability company for the sole purpose of jointly undertaking any project that a county development authority would be permitted to undertake under the Act;

WHEREAS, the City desires to join with RCDA to form a limited liability company in accordance with Section 9b of the Act to be named Elkins Development, LLC (the “Joint Development Entity”);

WHEREAS, the Joint Development Entity shall be a limited liability company and a political subdivision and instrumentality of the City and RCDA and has the powers, rights and privileges set forth in sections seven, eight, nine, ten, eleven, twelve and fourteen of the Act in addition to those granted to limited liability companies under West Virginia law;

WHEREAS, the City desires that the City Attorney, as organizer, file Articles of Organization for the Joint Development Entity in substantially the form attached hereto as Exhibit A with the Secretary of State of the State of West Virginia;

WHEREAS, the City desires that Elkins Development, LLC be operated in accordance with an operating agreement substantially in the form attached hereto as Exhibit B; and

WHEREAS, the City agrees the initial manager of the Joint Development Entity shall be the City Attorney, Geraldine Roberts (the “Initial Manager”).

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE COMMON COUNCIL OF THE CITY OF ELKINS, WEST VIRGINIA, AS FOLLOWS:

1. The City specifically adopts the findings and determinations set forth in the above recitals.
2. The City hereby approves the creation of the Joint Development Entity.
3. The City hereby authorizes the City Attorney to organize the Joint Development Entity.
4. The City hereby authorizes and directs the City Attorney, for and on behalf of the City, to execute an operating agreement substantially in the form attached hereto as Exhibit B, at a future organizational meeting of Elkins Development, LLC.
5. The City hereby approves the Initial Manager.
6. The City hereby ratifies and confirms the acts of any officer or employee of the Common Council in furtherance of the organization of the Joint Development Entity.
7. This Ordinance shall take effect immediately upon enactment.

[Remainder of Page Intentionally Left Blank]

Adopted this 13th day of August, 2026.

CITY OF ELKINS, WEST VIRGINIA

By: _____
Its Mayor

ATTESTED:

By: _____
Its City Clerk

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of the City of Elkins, West Virginia, does hereby certify that the foregoing Ordinance was duly adopted and enacted by the Common Council of the City of Elkins, West Virginia at a regular meeting duly held, pursuant to proper notice thereof, on August 13, 2026, 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 13th day of August, 2026.

By: _____
City Clerk

Exhibit A

Articles of Organization

Exhibit B
Operating Agreement

**ARTICLES OF ORGANIZATION
OF
ELKINS DEVELOPMENT, LLC**

I. The name of this limited liability company is:

ELKINS DEVELOPMENT, LLC

II. The mailing address of the principal office of the company is Elkins City Hall, 401 Davis Avenue, Elkins, WV 26241.

III. The name and address of the sole organizer of the company is Geraldine Roberts, Elkins City Hall, 401 Davis Avenue, WV 26241.

IV. The company shall be a term company. These Articles of Organization shall be effective and the existence of the company shall begin on the date and at the time when these articles of organization are filed in the Office of the Secretary of State of the State of West Virginia and shall expire September 1, 2031.

V. The company shall be a manager-managed limited liability company. The name and address of the manager is:

Geraldine Roberts
City Attorney
Elkins City Hall
401 Davis Avenue
Elkins, WV 26241

The manager shall be the initial agent for service of process, at the address listed directly above.

VI. No member of this company, as a member, shall have authority to bind the company or to execute instruments on behalf of the company, including without limitation the authority to sign and deliver any instrument transferring or affecting the company's interest in real property, solely by reason of being a member. No member of this company is to be liable for the debts, obligations or liabilities of the company.

VII. The purpose for which this company is organized is the undertaking of a joint project or projects in accordance with W.Va. Code §7-12-9b and shall include the transaction of

any or all lawful business for which limited liability companies may be organized in the State of West Virginia.

VIII. The email address of this company is CityAttorney@cityofelkinswv.gov.

IN WITNESS WHEREOF, the organizer shown above, for the purpose of organizing a limited liability company under the laws of the State of West Virginia, does hereby sign these Articles of Organization, this ____ day of _____, 2026.

Geraldine Roberts
Sole Organizer

**OPERATING AGREEMENT
OF
ELKINS DEVELOPMENT, LLC**

THIS OPERATING AGREEMENT (this “Agreement”) is hereby made and entered into effective as of _____, 2026, by and among **ELKINS DEVELOPMENT, LLC**, a West Virginia limited liability company (the “Company”), **RANDOLPH COUNTY DEVELOPMENT AUTHORITY**, a county development authority created and established by its county commission as a public corporation under the laws of the State of West Virginia (“RCDA”), and the **CITY OF ELKINS, WEST VIRGINIA**, a municipal corporation under the laws of the State of West Virginia, acting by and through its governing body (“Elkins” and together with the RCDA, the “Members”).

WHEREAS, the Members have approved the organization of the Company as follows: (i) RCDA by Resolution adopted on [August 5], 2026 and (ii) Elkins by Ordinance adopted on [August 13], 2026; and

WHEREAS, the Company was formed as a limited liability company under the laws of the State of West Virginia on [August 14], 2026, by the filing of Articles of Organization with the Secretary of State of West Virginia.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
PURPOSE AND TERM**

1.1 Purpose. The purpose of the Company is to undertake a joint project or projects relating to the Elkins City Hall in accordance with W.Va. Code §7-12-9b and shall include the transaction of any or all lawful business for which a joint development entity and limited liability company may be organized in the State of West Virginia (the “State”).

1.2 Powers. The Company, as a joint development entity under Section 9b of Chapter 7, Article 12 of the Code of West Virginia, 1931, as amended (the “Development Authority Act”), shall have all the powers, rights and privileges granted to the Members under Sections 7, 8, 9, 10, 11, 12 and 14 of the Development Authority Act, as well as the powers, rights and privileges granted to limited liability companies under applicable general law.

1.3 Term. The Company shall be a term company under Chapter 31B of the Code of West Virginia, 1931, as amended (the “Act”). The existence of the Company shall begin on the date and at the time the Articles of Organization are filed in the Office of the Secretary of State of the State of West Virginia and shall expire September 1, 2031, unless dissolved by operation of law or in accordance with the dissolution provisions of this Agreement prior to said expiration.

ARTICLE 2

MEMBERS AND MEMBERSHIP INTERESTS

2.1 Membership Interests. Upon the admittance of the Members, each Member shall hold the ownership interest in the Company (individually, a “Unit”) reflected on the attached Schedule A.

2.2 Admittance. Members may only be admitted upon the ownership of a Unit and execution and adherence to this Agreement.

2.3 Rights and Powers of Members. The rights and powers of the Members shall be limited to those rights conferred upon the members of a manager-managed limited liability company by the Act and this Agreement. Unless otherwise stated in this Agreement, each Unit entitles a Member to:

- (A) A proportionate vote on each and every matter on which a Member may vote; and
- (B) A proportionate share of the Company’s principal, income, profits, gains, losses, deductions, and credits.

2.4 Capital Accounts. The Company shall establish and maintain a capital account for each Member in accordance with Section 704 of the Internal Revenue Code, the regulations thereunder and the provisions of this Agreement.

2.5 Allocation of Profits and Losses; Taxes. All items of net income, gains, profits, losses, credits, and deductions of the Company are to be allocated and charged to the Members according to and in proportion with their respective Units. The allocation provisions herein are intended to comply with applicable provisions of the Internal Revenue Code of 1986, as amended from time to time, and any successor statute or statutes (“Code”) and Treasury Regulations, including regulations promulgated under Section 704 of the Code, and successor statutes and regulations thereof, and are to be interpreted and applied in a manner consistent with such statutory and regulatory provisions. Each Member is aware of the income tax consequences of the allocations made pursuant to this Agreement and agrees to be bound by all requirements in reporting such Member’s share of profits and losses for income tax purposes.

Under federal tax law and to the maximum extent possible under the tax laws of each state and the District of Columbia:

- (A) The Company shall be classified as a “disregarded entity” for tax purposes if the Company has only one person who owns the ownership interest in the Company;
- (B) The Company shall be classified as a partnership for tax purposes if the Company has more than one person who owns an ownership interest in the Company; and

- (C) The Company and the person or persons who own such ownership interests shall be taxed accordingly.

2.6 Distributions of Profits. After repayment or provision for all debts and obligations of the Company, the Manager shall distribute the net profits of the Company, less reasonable reserves of the Company, to the Members according to their respective Units. Such distributions are to be made at such times as the Manager (as hereinafter defined) determines to be appropriate.

2.7 Liability of Members. No Member is to be liable for the debts, liabilities, contracts, or other obligations of the Company, except to the extent of any unpaid capital contributions such Member has agreed to make to the Company and his or her share of the assets (including undistributed revenues) of the Company. No Member is to be required to make any loans to the Company, except as may be agreed to between a Member and the Company.

ARTICLE 3 MEETINGS OF MEMBERS

3.1 Meetings. Any Member may elect to have an annual meeting of the Members during October of each year by providing notice to the Manager, of the desire to have an annual meeting and, upon receiving said notice, the Manager shall schedule an annual meeting of the Members during the month of October and shall provide the Members thirty (30) days' notice of the annual meeting. Annual meetings of the Members are not required unless requested as stated above. Special meetings of the Members, for any lawful purpose or purposes may be called by any Member or by the Manager. Any matters pertinent to the conduct of the Company may be discussed at any meeting.

3.2 Place of Meetings. Meetings of the Members are to be held at such places, as may from time to time be fixed by the Manager or as shall be specified or fixed in the respective notices or waivers of notice thereof.

3.3 Notice of Meetings. Written or printed notice stating the place, day, and hour of each meeting of the Members and, in case of a special meeting, the purpose or purposes for which the meeting is called, is to be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, express courier, facsimile, e-mail, or similar communication, by or at the direction of the person(s) calling the meeting, to each Member entitled to vote at the meeting.

3.4 Voting by Members. In all matters to be decided by the Members (unless otherwise stated herein) each Member is entitled to the number of votes representing the Member's Units in the Company. Except as otherwise provided by the Act, the Company's Articles of Organization, or this Agreement, an affirmative vote by or on behalf of the Members possessing and holding more than fifty percent (50%) of the issued and outstanding Units and entitled to vote ("Majority") is required to approve or disapprove any action or matter on which the Members are entitled to vote.

3.5 Action without a Meeting; Telephone Meetings. Any action required by the Act to be taken at any meeting of Members, or any action which may be taken at any meeting of Members, may be taken without a meeting, without prior notice, and without a vote, if a consent, resolution, or contract in writing, setting forth the action so taken, is to be signed by all of the Members. A photographic, photostatic, facsimile, or similar reproduction of a writing signed by a Member, is to be regarded as signed by the Member for purposes of this Section 3.5. Subject to the provisions of applicable law and this Agreement regarding notice of meetings, Members may participate in and hold any meeting, including the annual meeting, by using conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a telephone meeting pursuant to this Section 3.5 is to constitute presence in person at such meeting, except when a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

ARTICLE 4 MANAGEMENT & OPERATION

4.1 Management of the Company. A manager (the “Manager”) shall be appointed by the Members to manage, operate and control the business and affairs of the Company. The Manager shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as the Manager may in their sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.

4.2 Authority of the Manager. Unless specifically authorized hereunder, no Member, solely in its capacity as a Member, is to have the authority or power to act as agent for or on behalf of the Company, to do any act that would be binding on the Company, to incur any expenditures on behalf of or for the Company, or to execute, deliver, or perform any agreements, acts, transactions, or other matters on behalf of the Company. All such authority is vested in the Manager, subject to the rights of the Members specifically granted hereunder.

4.3 Replacement and Resignation of Manager. The Manager may be removed at any time, with or without cause, by the Members holding a majority of the Membership Interests. The Manager may resign at any time by delivering a written resignation to the Members, which resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of a particular event. Following the Manager’s removal or resignation, a successor Manager shall be elected by the affirmative vote of the Members holding a majority of the Membership Interests.

4.4 Liability of the Manager. Except as otherwise provided in the Act, by applicable law or expressly in this Agreement, the Manager will not be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being the Manager.

4.5 Powers of the Managers. Except as otherwise provided in this Agreement, the Manager shall have all powers conferred upon managers by the Act and this Agreement.

4.6 Major Decisions. Notwithstanding the designation of the Manager, and the grant of authority to them, Major Decisions, as enumerated below, require the Majority approval of the Members (including Members not present at the meeting at which the vote is taken). The “Major Decisions” are:

- (A) Dissolving the Company;
- (B) Any other action referenced in this Agreement that expressly states that it is a Major Decision or requires the Majority approval, consent, or vote of the Members; and
- (C) Any matter required by the Act to be decided by the Majority approval, consent, or vote of the Members.

ARTICLE 5 BOOKS, RECORDS AND AUDITS

5.1 Access to Records. Upon the request of a Member, the Company shall provide the Member, and such Member’s agents and attorneys, with access to the Company’s records at the office of the Company where such records shall be kept in the ordinary course of business. Upon the written request of a former member, setting forth the purpose for which the former member desires access, the Company shall provide the former member of the Company and such former member’s agents and attorneys with access for proper purposes to records of the Company pertaining to the period during which the former member was a member of the Company. The Member or, for proper purposes, the former member shall have the right to inspect and copy, at his own expense, records during the ordinary business hours of the Company, provided that such inspection and copying does not unreasonably interfere with the operations of the Company. The Company may impose a reasonable charge, limited to the costs of labor and material, for copies of records made for a Member or former member.

5.2 Provision of Information. Without demand, the Company shall furnish a Member information concerning the Company’s business or affairs reasonably required for the proper exercise of the Member’s rights and performance of the Member’s duties under this Agreement or the Act. On written demand, the Company shall furnish a Member other information concerning the Company’s business or affairs, except to the extent the written demand or the information demanded is unreasonable or otherwise improper under the circumstances. Upon the request of a Member, the Company shall, at its expense, provide the Member with a copy of this Agreement.

5.3 Accounting Period. The accounting period of the Company shall be a fiscal year ending on June 30 of each year, commencing with the fiscal year ending June 30, 2027.

5.4 Financial and Tax Information; Tax Matters Person. The profits or losses of the Company for each year shall be determined as soon as possible after the close of each calendar year and a report shall be furnished to each Member together with a statement

indicating the Member's or such other person's share of the profits or losses of the Company for the year for income tax reporting purposes as determined under the Internal Revenue Code and the allocation provisions of this Agreement, and such additional information as may be reasonably required by each Member or other person in preparing the such Member's or other person's income tax or informational returns. The profits or losses of the Company shall be determined in accordance with generally accepted accounting principles and practices consistently applied, except that, upon determination by the holders of a majority of the Units of all Members of the Company, such profits and losses may be determined and a report made on a cash basis.

The Members hereby appoint Elkins as the initial "Tax Matters Member" who shall serve as the "tax matters partner" (as such term is defined in Section 6231 of the Internal Revenue Code) for the Company.

ARTICLE 6

TRANSFERS OF INTERESTS; ADDITIONAL MEMBERS; NON-REGISTRATION

6.1. Restriction on Transfer. Except as otherwise provided herein, no Member may assign or transfer in any manner or by any means whatsoever any of its Units.

The term "transfer" means, as a noun, any voluntary or involuntary (including pursuant to judicial order (including a qualified domestic relations order), legal process, execution, attachment or enforcement of any pledge, trust, or other security interest) transfer, sale, exchange, assignment, pledge, hypothecation, other encumbrance, gift, bequest, grant of a security interest, or any other alienation or disposition and, as a verb, voluntary or involuntarily (including pursuant to judicial order (including a qualified domestic relations order), legal process, execution, attachment, or enforcement of any pledge, trust, or other security interest) to transfer, sell, exchange, assign, pledge, hypothecate, encumber, give, bequeath, grant a security interest in, or otherwise alienate or dispose of. The term includes any such action whether taken directly by transferor or indirectly by, for, or on behalf of the transferor by any other person including by an executor, personal representative, receiver, trustee, custodian, administrator, or similar official.

6.2. Additional Members. Any new Member admitted to the Company must be a county governing body, municipal governing body or county or municipal development authority as required under the Development Authority Act. Any new Member may be admitted from time to time upon a vote of a majority of the Members of the Company and upon approval of an amendment to this Agreement to reflect the Units owned by such new Member upon a vote of a majority of the Members of the Company and agreement of such new Members to the terms of this Agreement, as it may be amended.

6.3. Permitted Transfers. Because only county governing bodies, municipal governing bodies or county or municipal development authorities are permitted to hold membership interests in a joint development entity under the Development Authority Act, a Member may only transfer its interests pro rata to the remaining Members of the Company. Such transfer may only occur upon a written approval by the Manager.

ARTICLE 7 DISSOCIATION

7.1 Events of Dissociation. No Member has the power at any time to dissociate from the Company by voluntary withdrawal. A Member is only dissociated from the Company upon the occurrence of any of the following events:

- (A) Upon transfer of all of a Member's Units pro rata to the remaining Members;
- (B) Upon any attempt to transfer all of a Member's Units in the Company, except as permitted herein, other than a transfer for a court order charging the Member's Units which has not been foreclosed;
- (C) Upon application by the Company or another Member, the Member's expulsion by judicial determination because the Member:
 - (1) Engaged in wrongful conduct that adversely and materially affected the Company's business;
 - (2) Willfully or persistently committed a material breach of this Agreement or the Act or of a duty owed to the Company or the other Members under this Agreement or the Act; or
 - (3) Engaged in conduct relating to the Company's business which makes it not reasonably practicable to carry on the business with the Member;
- (D) Upon a Member becoming a debtor in bankruptcy;
- (E) Other events of dissociation:
 - (1) The termination of a Member's existence;
 - (2) The decision of a Member not to participate in the Project;
 - (3) A determination by the Manager that a Member is not appropriate to include in the Project; or
 - (4) Upon a judicial determination that the Member has otherwise become incapable of performing the Member's duties under this Agreement.

7.2 Wrongful Dissociation. A Member's dissociation from the Company shall be wrongful if:

- (A) It is in breach of an express provision of this Agreement;

- (B) The Member is expelled by judicial determination of this Agreement; or
- (C) The Member is dissociated by becoming a debtor in bankruptcy.

7.3 Consequences of Wrongful Dissociation. A Member who wrongfully dissociates from the Company is liable to the Company and to the other Members for damages caused by the dissociation. The liability is in addition to any other obligation of the wrongfully dissociating Member to the Company or to the other Members. If the Company does not dissolve and wind up its business as a result of the Member's wrongful dissociation, damages sustained by the Company for the wrongful dissociation must be offset against distributions otherwise due the wrongfully dissociating Member after the dissociation.

7.4 Effect of Dissociation. Upon a Member's dissociation from the Company:

- (A) The Member's right to participate in the management and conduct of the Company's business terminates, except that, after dissolution, a Member who has not wrongfully dissociated may participate in winding up the Company's business;
- (B) The Member ceases to be a Member and is treated the same as an unadmitted transferee of a Member; and
- (C) The Member's duty of loyalty under this Agreement continues only with regard to matters arising and events occurring before the Member's dissociation, unless the Member participates in winding up the Company's business pursuant to Article 8 of this Agreement.

ARTICLE 8 DISSOLUTION AND WINDING UP

8.1 Events of Dissolution and Winding Up. The Company shall be dissolved and its business wound up, upon the occurrence of any of the following events:

- (A) Upon the vote of the Majority or a written consent of all of the Members of the Company;
- (B) Upon the dissociation of a Member, but the Company will not be deemed to have been dissolved and required to wind up its business by reason of the dissociation if, within ninety (90) days after the Company has notice of the dissociation, holders of a Majority of the Units of the Members of the Company (other than the Units of the dissociated Member) shall agree or consent to continue the business of the Company;
- (C) Upon the occurrence of an event that makes it unlawful for all or substantially all of the business of the Company to be continued; provided that, any cure of

illegality within ninety (90) days after the Company has notice of the event is effective retroactively to the date of the event for the purposes of this section; or

- (D) Upon application by a Member or a dissociated Member, upon entry of a judicial decree that:
- (1) The Company's economic purpose is likely to be unreasonably frustrated;
 - (2) Another Member has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the Company's business with that Member; or
 - (3) It is not otherwise reasonably practicable to carry on the Company's business in conformity with the Development Authority Act, the Act and this Agreement.

8.2 Continuation after Dissolution. Except as otherwise provided in this Section 8.2, the Company shall continue after dissolution only for the purpose of winding up the business of the Company. At any time after the dissolution of the Company and before the winding up of its business is completed, Members, including a dissociated Member whose dissociation caused the dissolution, holding two-thirds of the Units of the Company may waive the right to have the business wound up and the Company terminated. In that event, the Company shall resume its business as if dissolution had never occurred, and any liability of the Company or the Member incurred after the dissolution and before the waiver is determined as if the dissolution had never occurred and the rights of a third-party accruing under Section 8.4 of this Agreement or arising out of reliance on the dissolution and without notification of the waiver are not adversely affected.

8.3 Right to Wind Up Business. A Member or other person winding up the Company's business may preserve its business and property as a going concern for a reasonable time, prosecute and defend actions and proceedings, whether civil, criminal or administrative, settle and close the Company's business, dispose of and transfer the Company's property, discharge the Company's liabilities, distribute the assets, settle disputes by mediation or arbitration, and perform any other acts necessary, advisable or incidental to the winding up of the Company's business and the disposition of its assets and liabilities.

8.4 Member's Power and Liability as Agent after Dissolution. The Company shall be bound by a Member's act after dissolution that (i) is appropriate for winding up the Company's business or (ii) would have bound the Company before dissolution, if the other party to the transaction did not have notice of the dissolution. A Member who, with knowledge of the dissolution, subjects the Company to liability by an act that is not appropriate for winding up the Company's business is liable to the Company for any damage caused to the Company arising from the liability.

8.5 Disposition of Assets. In winding up the Company's business, the assets of the Company must be applied to discharge its obligations to creditors, including Members who are

creditors. Any surplus must be distributed to Members and other parties with ownership units of the Company in accordance with their right to distributions under this Section 8.5. Each Member is first entitled to a distribution upon the winding up of the Company's business consisting of a return of all contributions which have not been previously returned. Any remaining property of the Company shall be distributed among the Members in proportion to their ownership units of the Company.

ARTICLE 9 OTHER PROVISIONS

9.1 Notices. Any notice or communication to be given to any Member or the Company pursuant to this Agreement shall be in writing and shall be deemed to have been duly given upon the occurrence of any of the following:

- (A) on the date when delivered personally;
- (B) on the next business day following deposit with a nationally recognized overnight delivery service for next day delivery; or
- (C) on the third day after deposit in the United States mail, postage prepaid, return receipt requested,

addressed or transmitted to the Company or the Member at the address provided in this Agreement, unless the Company or the Member shall subsequently communicate, in writing, another address.

9.2 Governing Law. The agreements and rights of the parties hereunder shall be interpreted and determined solely in accordance with the laws of the State of West Virginia.

9.3 Rules of Construction. The following rules shall control in the interpretation or construction of this Agreement:

- (A) Regardless of whether this Agreement specifically refers to particular provisions of the Act, all of the provisions of which are default rules in the absence of a different agreement among the members of a limited liability company:
 - (1) If any provision of this Agreement conflicts with a provision of the Act, the provision of this Agreement controls and the provision of the Act is modified or negated accordingly; and
 - (2) If it is necessary to construe a provision of the Act as modified or negated in order to effectuate any provision of this Agreement, the provision of the Act is modified or negated accordingly.
- (B) The word "including" followed by a listing does not limit the preceding words or terms and shall be construed to mean "including, without limitation."

- (C) Gender pronouns shall include both genders and neuter genders and any pronoun shall be construed as to number and gender as may be appropriate in the context of its use.

9.4 Entire Agreement; Amendment. This Agreement contains the entire understanding and agreement of the Members and may only be altered or amended by a document in writing signed by all Members.

9.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. This Agreement shall become effective when one or more counterparts have been signed by each of the parties hereto, it being understood that all parties need not sign the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which together contain the signatures of all parties hereto, shall for all purposes be deemed a fully executed original.

[The remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the initial Members and the Company have executed this Agreement as of the date first above written.

COMPANY:

ELKINS DEVELOPMENT, LLC,
a West Virginia limited liability company

By: _____
Name:
Title:

INITIAL MEMBERS:

CITY OF ELKINS, WEST VIRGINIA, a West
Virginia municipal corporation acting through its
governing body

By: _____
Name:
Title:

RANDOLPH COUNTY DEVELOPMENT
AUTHORITY, a West Virginia Development
Authority

By: _____
Name:
Title:

**ELKINS DEVELOPMENT, LLC
OPERATING AGREEMENT**

SCHEDULE A

MEMBER INFORMATION AND UNITS

<u>MEMBER</u>	<u>UNITS</u>
City of Elkins, West Virginia	99
Randolph County Development Authority	1
TOTALS	100



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 23, 2026
Section:	New Business
Category:	Resolution
Agenda Item Name:	Resolution 1937: Approving FY 2027 pay adjustment for eligible General, Fire, and Sanitation Fund employees, effective July 1
Recommended By:	Human Resources
Summary:	The proposed resolution establishes the Fiscal Year 2027 salary and wage rates for eligible employees (i.e., those not appointed to terms) in the General Fund, Fire Fund, and Sanitation Fund, implementing the compensation adjustments included in the adopted FY 2027 budget (one percent in most cases) but not yet enacted. Adoption of the resolution formally establishes the authorized pay rates effective July 1, 2026. Spreadsheets showing specific amounts will be circulated separately.
Fiscal Impact:	Provided with spreadsheet
Recommendation:	Consider for approval
Attachments:	1. R-1937 - FY 2027 compensation adjustment

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1880)
July 23, 2026

A Resolution Approving FY 2027 Pay Adjustments for Eligible Employees of the General, Fire, and Sanitation Funds

WHEREAS, West Virginia Code § 8-5-12 provides that the governing body of every municipality shall fix or cause to be fixed the salary or compensation of every municipal officer and employee; and

WHEREAS, Elkins City Code § 2-2 provides that the Common Council shall prescribe and set compensation for municipal officers and employees; and

WHEREAS, the Common Council adopted the Fiscal Year 2027 budget, which includes funding for pay adjustments for eligible employees of the General Fund, Fire Fund, and Sanitation Fund; and

WHEREAS, implementation of the compensation adjustments reflected in the Fiscal Year 2027 budget requires Council to establish the applicable salary and wage rates for eligible employees;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of Elkins hereby approves the FY 2027 pay adjustments for eligible employees of the General Fund, Fire Fund, and Sanitation Fund as set forth in the attached schedules, effective July 1, 2026.

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 23, 2026
Section:	New Business
Category:	Resolution
Agenda Item Name:	Resolution 1938: General Fund Budget Revision SAO 2027-001-01 (FY 2026 carryover)
Recommended By:	City Treasurer
Summary:	Information will be distributed separately.
Fiscal Impact:	Information will be distributed separately.
Recommendation:	Consider for approval on roll-call vote
Attachments:	1. R-1938 - budget revision SAO 2027-001-01

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

(#1938)
July 23, 2026

Resolution to Approve Budget Revision for Fiscal Year 2027

At a regular session of the Elkins Common Council, held July 23, 2026, 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-2027-001-01, 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:

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

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



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 23, 2026
Section:	New Business
Category:	Resolution
Agenda Item Name:	Resolution 1939: Approving and authorizing execution of an agreement with AlignHR to develop an updated classification and compensation plan
Recommended By:	Personnel Committee
Summary:	The proposed resolution authorizes the Mayor to execute an agreement with AlignHR to assist the City in completing a comprehensive compensation plan for General Fund, Fire Fund, and Sanitation Fund employees. The project is intended to build upon work already completed by City staff, including market analysis, Standard Occupational Classification (SOC) coding, and position classification, and to provide the City with a long-term compensation framework. Under the proposal, AlignHR will: • Draft a compensation policy for Council consideration. • Update market benchmarks to ensure each position is supported by at least three wage data sources. • Recommend salary ranges based on updated market data and a compensation philosophy established by the City. • Meet regularly with City staff throughout the project to review methodology and proposed recommendations. • Develop a compensation model that will allow the City to distribute future budgeted compensation adjustments in a consistent, policy-driven manner based on Council-established parameters. The project encompasses 56 job classifications and 85 employees, excluding the Water and Wastewater Departments, which maintain separate compensation systems under their governing boards. The attached project schedule anticipates completion in approximately 11 weeks, culminating in Council consideration of a draft compensation policy followed by delivery of the completed compensation tool.



CITY OF ELKINS AGENDA ITEM REPORT

Fiscal Impact:	The total project cost is \$4,180, with \$2,000 due upon execution of the agreement and the balance payable upon completion.
Recommendation:	Consider for approval
Attachments:	1. R-1939 - contract with AlignHR for compensation plan

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1939)

July 23, 2026

A Resolution Approving and Authorizing Execution of an Agreement with AlignHR to Complete the City's Compensation Plan

WHEREAS, West Virginia Code § 8-5-12 provides that the governing body of every municipality shall fix or cause to be fixed the salary or compensation of every municipal officer and employee; and

WHEREAS, the Common Council has identified the completion of a formal comprehensive compensation plan as necessary to promote equitable, transparent, and sustainable employee compensation practices; and

WHEREAS, City staff has completed substantial preliminary work, including position inventory, market analysis, and occupational classifications, and desires to retain specialized consulting services to complete the City's compensation plan; and

WHEREAS, AlignHR has submitted a proposal to assist the City by developing a compensation policy, updating market wage benchmarks, recommending salary ranges, facilitating review of the proposed methodology, and providing a compensation model to support future implementation of Council-approved compensation policies; and

WHEREAS, the Common Council finds that entering into the proposed agreement with AlignHR is in the best interests of the City and will provide a consistent framework for future compensation decisions.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of Elkins hereby approves the agreement between the City of Elkins and AlignHR, substantially in the form presented to Council, for professional consulting services to complete the City's compensation plan.

BE IT FURTHER RESOLVED THAT:

The Mayor is authorized to execute the agreement and any documents necessary to

carry out the purposes of this Resolution, subject to review and approval as to form by the City Attorney.

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk

From: [Sarah Campbell](#)
To: [Sutton Stokes](#)
Subject: Fw: City of Elkins, WV: Total Classification and Compensation Proposal
Date: Tuesday, July 21, 2026 1:31:14 PM
Attachments: [image001.png](#)
[image002.png](#)
[Proposed Gantt Chart.pdf](#)
[image.png](#)

Sarah Campbell
Human Resources Director
City of Elkins
Phone: 304-636-1414 ext. 1215
Email: scampbell@cityofelkinswv.gov



From: Lenny Hannigan <lhannigan@alignhr.com>
Sent: Tuesday, July 7, 2026 4:21 PM
To: Sarah Campbell <scampbell@cityofelkinswv.gov>
Cc: Tracy Judy <tjudy@cityofelkinswv.gov>
Subject: RE: City of Elkins, WV: Total Classification and Compensation Proposal

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.

Sarah,

Here is what I came up with.

AlignHR will:

1. Draft a compensation policy for the City to adopt by ordinance or resolution.
2. Update benchmarks to ensure each of the 58 positions has at least three wage-data sources. Specifically, pull BLS Occupation Employment Wage Statistics (OEWS) data tables by related industry and location to supplement the City's market analysis for each of the 56 positions.
3. Suggest pay-scales based on updated benchmarks in collaboration with input from the City as to range percentages. For example,
 - A. Benchmarks are based upon SOC codes that have been reviewed and assigned by the City.
 - B. Some OEWS tables are provided by State levels only. AlignHR will provide economic data for the City to agree upon a reasonable wage percentile.
 - C. AlignHR will discuss HR industry standard practices to help the City determine the wage-range percentages from benchmarks, which serve as midpoints.
4. Hold weekly discussions (preferably Microsoft Teams meetings) with the City's designees regarding the draft policy, data sources, methodology, and pay increases due to longevity, credentials, etc.
5. Create a tool to do the calculations for equitable distribution of the budgeted amount in accordance with the approved compensation policy, and where the City provides the following:
 - A. Total amount available for increases
 - B. The percentage of that amount to be used for equity adjustments, where employees eligible for equity adjustments are determined by "D" below.
 - C. Any amounts that are allocated to a specific department (e.g., revenue increase specific to that department), or for grant funding projects.
 - D. A minimum wage-to-benchmark percentage (Compa-ratio) that would determine who would be entitled to equity adjustments. For example, if the Compa-ratio was 0.9, any employee with a Compa-ratio of less than 0.9 would be entitled to an equity adjustment that would be determined by the tool.

Attached is a Gantt Chart showing an estimated timeline for this project.

This project does not include reviewing, revising, or creating job descriptions, reviewing FLSA Classifications, verifying EEO codes to SOC codes per the EEO guidance, providing HR Advisory services, or any other HR services not specified above. The project also does not include reviewing or researching disparate wages, although the tool will generate a report that will help the City recognize possible disparate wages if the City provides gender and race information for each of the 85 employees.

The cost of this project is \$4,180, with \$2,000 due to start and the balance upon completion of the project.

Please let me know if you have any questions.

Sincerely,

Lenny Hannigan
Operations Administrator and Business Advisor

Phone: 304-203-8670
E-Mail: lhannigan@alignhr.com
Web: alignhr.com

HR | Payroll | Benefits Administration | Recruiting



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 23, 2026
Section:	New Business
Category:	Resolution
Agenda Item Name:	Resolution 1940: Acceptance of Demonstration City Grant on behalf of the Elkins Tree Board
Recommended By:	Elkins Tree Board
Summary:	The proposed resolution accepts a \$19,410 2026 Demonstration City Grant from the West Virginia Division of Forestry and authorizes the Mayor to execute the grant agreement, in compliance with Council's Grants Protocol. Grant funds will support hazardous tree removal and pruning in City Park and replacement of invasive Bradford pear trees at Riverbend Park with native species. The required local match will be met through existing in-kind services, with no additional City appropriation required.
Fiscal Impact:	No city funds required
Recommendation:	Consider for approval
Attachments:	1. 2026 Demo City Grant Report 2. R-1940 - demonstration city grant acceptance

**2026 Demonstration City
WV Division of Forestry/USDA Department of Agriculture
Awarded to Elkins Tree Board**

Date of award notification: July 21, 2026

Amount: \$19,410

Time period of grant: Date of agreement signed - June 30, 2026

Agreement parameters: Vendor (COE) certifies that it has reviewed the Terms and Conditions, fully understands them and will be bound by their provisions.

PURPOSE OF GRANT

The Elkins Tree Board goals for this grant are to maintain the vitality of our city park trees. It entails two projects described below. Both projects have been presented and approved by the EPRC.

Hazardous City Park Tree Removal

The grant will provide funding to remove and prune several trees located near the Elkins City Park main pavilion and the playground area. EPRC director and an arborist with Mitchell Tree Service inspected the area and chose four trees deemed hazardous and in need of removal and three trees that need heavy pruning to remove dead wood. The funding will provide for removal and pruning of the trees. The tree board, utilizing a previous grant and internal funding planted eight trees in City Park to offset the tree removals.

Invasive Species Removal and Replacement

Currently there are 13 highly invasive Bradford pear trees at Riverbend Park. The Tree Board's multi-year plan is to use part of this grant to remove six trees and replace them with native trees recommended by a certified arborist. The trees will be removed this fall, stumps ground and replaced with 5 serviceberries and one basswood tree. The project will also be an educational campaign to explain the invasive aspect of Bradford pear trees and encourage the planting of native species.

OBLIGATIONS

There is no financial obligation incurred by accepting this grant. The in-kind match will consist of reporting to the Tree Board the cost of leaf removal. The Operations Department will provide these numbers after leaf collection is completed. This number has been provided to the Tree Board annually to meet the obligations of being a Tree City. The Operations Director has confirmed their ability to provide such figures.

Administrative obligations include:

- Input from Parks and Recreation Director on location of tree planting at Glendale and approval of species. This has been standard operating procedure for all trees planted in Elkins' parks.
- Assistance from Treasurer's office with writing checks to vendors in a timely way. Like most grants, the grant recipient (City of Elkins), must pay the vendors first. Upon completion of the grant and receipt of the necessary paperwork, the city receives payment from the grant provider. While the completion date is listed as June 30, 2027, work will be completed this fall, so there will be a relatively short turn-around. As per previous grants, treasurer's office will need to provide proof of payment.

- Mayor signing the grant acceptance documents and federal forms.
- COE Communications distributing PR regarding the Invasive Tree campaign. Materials/graphics, as in the past, provided by ETB.
- Occasional copying assistance provided by the executive secretary.

Tree Board obligations:

- Provide the invoices and proof of payment of items purchased by Tree Board.
- Ensure all aspects of the grants are fulfilled as proposed.
- Make sure deadlines are met and proper post-grant documents filed.

Of note: The Elkins Tree Board has successfully administered five previous DOF Demonstration City grants and two Equi-City grants.

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1940)

July 23, 2026

Accepting a 2026 Demonstration City Grant from the West Virginia Division of Forestry and Authorizing Execution of the Grant Agreement

WHEREAS, the Elkins Tree Board applied for and has been awarded a 2026 Demonstration City Grant from the West Virginia Division of Forestry in the amount of **\$19,410** to support urban forestry projects within the City;

WHEREAS, the grant will fund the removal and pruning of hazardous trees in Elkins City Park and the removal and replacement of invasive Bradford pear trees at Riverbend Park with native tree species, together with associated public education activities;

WHEREAS, the grant requires no additional financial contribution by the City beyond an in-kind match consisting of the documented cost of municipal leaf collection activities, which can be satisfied through existing City operations;

WHEREAS, the grant agreement and supporting documents comply with the City's Grant Application Protocol and are recommended for acceptance.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of Elkins hereby accepts the 2026 Demonstration City Grant from the West Virginia Division of Forestry in the amount of **Nineteen Thousand Four Hundred Ten Dollars (\$19,410)** and approves the associated grant agreement.

BE IT FURTHER RESOLVED THAT:

The Mayor is authorized to execute the grant agreement and any related certifications, assurances, or other documents necessary to accept and administer the grant, subject to review and approval as to form by the City Attorney.

Attest: Sutton R. Stokes, City Clerk

Jerry A. Marco, Mayor



West Virginia
Division of Forestry
#7 Players Club Drive
Charleston, West Virginia 25311
Phone: (304)-558-2788

Jeremy Jones
Director/State Forester

July 21, 2026

Marilynn Cuonzo
City of Elkins Tree Board
401 Davis Avenue
Elkins, WV
26241

Dear Marilyn:

Please find the enclosed agreement for a 2026 Demonstration City Grant for The City of Elkins in the amount of \$19,410. All forms need to be signed and completed by an authorized representative. All reimbursable grant expenditures should closely follow the project described in your Demonstration City Grant application. All grant invoices and matching expenditures must occur after the agreement start date and prior to June 30, 2027.

Also enclosed are three separate USDA forms that will need to be completed and returned along with the signed agreement. Please return the signed agreement and federal forms to the address below as soon as possible.

Please email all signed documents to: Samuel.t.adams@wv.gov

I look forward to a successful project in the City of Elkins. Please contact me if you have any questions concerning the grant project, matching requirements or reimbursement process. Your project may begin upon the receipt of a finalized agreement which I will forward by email from the email address above.

Sincerely,

Sam Adams
Urban Forester

Enclosures

State of West Virginia
Purchasing Division**AGREEMENT**

Purchase Order # _____ wvOASIS Vendor/ Customer # 000000211545

I, City of Elkins, 401 Davis Ave. Elkins, WV 26241, agree to perform the following services
for Division of Forestry ^(Name and address) at 7 Players Club Drive, Charleston, WV 25311As per attached ^(Agency) 2026 Elkins Demonstration City Grant proposal for \$38,820 ^(Location)DOF \$19,410; Local Match \$19,410 ^(Detailed description of services to be performed)Date(s) of Service: from _____ to 6/30/2027The rate of pay shall be \$19,410 per Grant not to exceed
\$ \$19,410 for the entire term of the contract.**NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.**

Please check the appropriate box below:

- ☒ I am **not** currently a full-time employee of the State of West Virginia;
- ☐ I **am** currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____. The vendor serves as _____ ^(Position) with the title of _____, certified by _____ ^(Supervisor's Signature)

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:

Agency Division of Forestry
Samuel T. Delums
^(Authorized Signature of Agency)
Urban Forestry Coordinator
^(Title)
7/21/2026
^(Date)

Vendor The City of Elkins
X
^(Vendor's Signature)
X
^(Title)
X
^(Date)

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

X _____
Organization Name PR/Award Number or Project Name

X _____
Name(s) and Title(s) of Authorized Representative(s)

X _____
Signature(s) Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEE OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 701 et seq.), 7 CFR Part 3017. Subpart F, Section 3017.600, Purpose. The January 13, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE3)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:**
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;**
 - (b) Establishing an ongoing drug-free awareness program to inform employees about -**
 - (1) The dangers of drug abuse in the workplace;**
 - (2) The grantee's policy of maintaining a drug-free workplace;**
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and**
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.**
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);**
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -**
 - (1) Abide by the terms of the statement; and**
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;**
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position**

AD-1049 (REV 5/90)

title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Check ☐ If there are workplaces on file that are not identified here.

X _____
Organization Name Award Number or Project Name

X _____
Name and Title of Authorized Representative

X _____ X _____
Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or States criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces)

Approved by OMB

0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☒ Subawardee Tier _____, if known: City of Elkins 401 Davis Ave. Elkins WV 26241 Congressional District, if known: 1			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: West Virginia Division of Forestry 1900 Kanawha Blvd., East Charleston, WV 25305 Congressional District, if known:		
6. Federal Department/Agency: USDA Forest Service			7. Federal Program Name/Description: Urban & Community Forestry CFDA Number, if applicable: 10.675		
8. Federal Action Number, if known: 25-DG-11094200-229			9. Award Amount, if known: \$ 19,410		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Not Applicable			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Not Applicable		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 23, 2026
Section:	New Business
Category:	Action Item
Agenda Item Name:	Interim structure for the police department
Recommended By:	Human Resources, Mayor
Summary:	This agenda item provides for Council discussion and any necessary action regarding the administration of the Police Department pending the appointment of a new Chief of Police. Depending on the nature of the discussion, Council may enter executive session pursuant to West Virginia Code § 6-9A-4(b)(2)(A) to discuss matters arising from the appointment, employment, or assignment of an individual.
Fiscal Impact:	None
Recommendation:	Review, identify, and take any needed actions
Attachments:	None