



# City of Elkins

## Regular Council Meeting

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June 1, 2023  
7:00 PM  
401 Davis Avenue  
Council Chamber, 2nd Floor

### AGENDA

1. **Invocation and Pledge of Allegiance**
2. **Call to order and roll call**
3. **Public comment**
4. **Minutes**
  - a. Proposed minutes for the meeting of May 18, 2023
5. **Committee Reports**
6. **Staff reports**
  - a. Treasurer's report
  - b. Memo from city clerk concerning dates of the election canvass and certification
7. **Approval of vendor invoice payments**

(Available for public review in the city clerk's office two business days before this meeting, as required by W. Va. Ethics Commission Open Meetings Advisory Opinion 2012-04.)

Vendor invoices presented for approval: May 15-May 26, 2023.
8. **New business**
  - a. Resolution 1662: Contract for maintenance of city hall flower beds.
  - b. Resolution 1661: USDA APHIS Cooperative service agreement
  - c. Ordinance 316: An Ordinance of the Common Council of Elkins, West Virginia Amending and Re-Enacting City Code, Chapter 90: Animals (first of two readings)
9. **Mayor's comments**
10. **Adjournment**



## CITY OF ELKINS AGENDA ITEM REPORT

|                          |                                                  |
|--------------------------|--------------------------------------------------|
| <b>Meeting Date:</b>     | June 1, 2023                                     |
| <b>Section:</b>          | Minutes                                          |
| <b>Category:</b>         | Action Item                                      |
| <b>Agenda Item Name:</b> | Proposed minutes for the meeting of May 18, 2023 |
| <b>Recommended By:</b>   |                                                  |
| <b>Summary:</b>          |                                                  |
| <b>Fiscal Impact:</b>    |                                                  |
| <b>Recommendation:</b>   |                                                  |
| <b>Attachments:</b>      | 1. city council - 2023_05_18 - minutes_proposed  |

## ***Proposed Minutes***

# **ELKINS COMMON COUNCIL REGULAR COUNCIL MEETING MINUTES**

***401 Davis Avenue  
Council Chamber, 2nd Floor  
May 18, 2023  
7:00 p.m.***

Elkins Common Council met in regular session in the council chamber of city hall. Present were Mayor Jerry A. Marco; Councilpersons N.E. Bross-Fregonara, R.C. Chenoweth, M. D. Cuonzo, C.R. Griggs, J.A. Guye, G.M. Hinchman, C.C. Lowther, D.C. Parker, and L.S. Severino; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Captain R. Belt; Operations Manager M. Kesecker; City Attorney G. S. Roberts; and City Clerk S.R. Stokes.

Police Chief Travis Bennett and Cw. L.H. Vest were absent.

### **PUBLIC HEARING: TIF ORDINANCE**

At 7 p.m., the mayor opened a hearing regarding the proposed adoption by the Common Council of The City of Elkins (the “City”) of an Ordinance which would approve and create a new tax increment financing district in the City to be known as “The City of Elkins Redevelopment District No. 1”; approve Project Plan No. 1 as approved by the West Virginia Department of Economic Development; establish a tax increment financing fund for such district; and provide for other matters in connection therewith.

The only speaker was Lamar Weese, who spoke in favor of adopting the ordinance.

There being no further speakers, the mayor closed the hearing at 7:05 p.m.

### **MINUTES**

Cm. Lowther, **MOVED APPROVAL OF THE MINUTES OF THE MEETING OF MAY 4, 2023.** The motion carried.

### **APPROVAL OF VENDOR INVOICE PAYMENTS**

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

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

- Accounts Payable check transactions for the period May 1-May 12, 2023.

***Proposed Minutes***

**NEW BUSINESS**

Cm. Chenoweth **MOVED APPROVAL OF ORDINANCE 315: TO CONSIDER FOR ADOPTION ON FINAL READING FOLLOWING A PUBLIC HEARING OF AN ORDINANCE OF THE CITY WHICH WOULD APPROVE AND CREATE A NEW TAX INCREMENT FINANCING DISTRICT IN THE CITY TO BE KNOWN AS “THE CITY OF ELKINS REDEVELOPMENT DISTRICT NO. 1”; APPROVE PROJECT PLAN NO. 1 AS APPROVED BY THE WEST VIRGINIA DEPARTMENT OF ECONOMIC DEVELOPMENT; ESTABLISH A TAX INCREMENT FINANCING FUND FOR SUCH DISTRICT; AND PROVIDE FOR OTHER MATTERS IN CONNECTION THEREWITH..** The motion carried.

No action was taken on the agenda item “PEIA benefit for council members.”

Cw. Bross-Fregonara **MOVED APPROVAL OF RESOLUTION 1655: APPOINTMENT OF S. PEET AS MON FOREST TOWNS PARTNERSHIP BOARD OF DIRECTORS ELKINS BACKUP REPRESENTATIVE.** The clerk presented a substitute version clarifying that the resolution would not cancel all past appointments to the board, only any past appointments of alternates. The motion carried.

Cw. Guye **MOVED APPROVAL OF RESOLUTION 1656: RETAINING THE WVU LAND USE AND SUSTAINABLE DEVELOPMENT LAW CLINIC TO ASSIST WITH UPDATING THE CITY’S COMPREHENSIVE PLAN.** The motion carried.

Cm. Chenoweth **MOVED APPROVAL OF RESOLUTION 1657: CLASSIFYING THE HR GENERALIST POSITION AS EXEMPT AND ASSIGNING A SALARY.** The motion carried.

Cm. Lowther **MOVED APPROVAL OF RESOLUTION 1658: AMENDING THE CITY’S PERSONNEL POLICY CONCERNING PROBATIONARY EMPLOYEES.** The clerk presented a corrected version substituting “sick leave” for “medical leave” in the resolution text. The motion carried.

Cm. Hinchman **MOVED APPROVAL OF RESOLUTION 1659: ACCEPTING CONDITIONS AND AUTHORIZING EXECUTION OF AGREEMENT WITH W. VA. DOH FOR THE REPLACEMENT OR REHABILITATION OF THE DAVIS AVENUE BRIDGE.** The motion carried.

Cm. Lowther **MOVED APPROVAL OF RESOLUTION 1660: ACCEPTING CONDITIONS AND AUTHORIZING EXECUTION OF AN ELECTION AND RELEASE AGREEMENT CONCERNING OPIOID-RELATED SETTLEMENT WITH THE KROGER COMPANY.** The motion carried.

The meeting was adjourned at 8:07 p.m.

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

***Proposed Minutes***

Jerry A. Marco, Mayor

*Attest:*

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Sutton Stokes, City Clerk



## CITY OF ELKINS AGENDA ITEM REPORT

|                          |                                      |
|--------------------------|--------------------------------------|
| <b>Meeting Date:</b>     | June 1, 2023                         |
| <b>Section:</b>          | Staff reports                        |
| <b>Category:</b>         | Presentation                         |
| <b>Agenda Item Name:</b> | Treasurer's report                   |
| <b>Recommended By:</b>   |                                      |
| <b>Summary:</b>          |                                      |
| <b>Fiscal Impact:</b>    |                                      |
| <b>Recommendation:</b>   |                                      |
| <b>Attachments:</b>      | 1. Treasurer's Report - June 1, 2023 |

## FY2023 Purchasing Card Rebates

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

|                        |                 |                 |               |  |  |                 |
|------------------------|-----------------|-----------------|---------------|--|--|-----------------|
| <b>General Fund</b>    | <b>2,071.89</b> | <b>2,015.31</b> | <b>969.95</b> |  |  | <b>5,057.15</b> |
| <b>Parks Fund</b>      | <b>149.13</b>   | <b>441.72</b>   | <b>50.41</b>  |  |  | <b>641.26</b>   |
| <b>Fire Fund</b>       | <b>181.34</b>   | <b>135.99</b>   | <b>26.08</b>  |  |  | <b>343.41</b>   |
| <b>Water Fund</b>      | <b>484.52</b>   | <b>437.25</b>   | <b>195.21</b> |  |  | <b>1,116.98</b> |
| <b>Sewer Fund</b>      | <b>800.36</b>   | <b>749.99</b>   | <b>528.79</b> |  |  | <b>2,079.14</b> |
| <b>Sanitation Fund</b> | <b>440.01</b>   | <b>406.03</b>   | <b>160.05</b> |  |  | <b>1,006.09</b> |
| <b>Landfill Fund</b>   | <b>-</b>        | <b>-</b>        |               |  |  | <b>-</b>        |

|                 |                 |                 |          |  |                  |
|-----------------|-----------------|-----------------|----------|--|------------------|
| <b>4,127.25</b> | <b>4,186.29</b> | <b>1,930.49</b> | <b>-</b> |  | <b>10,244.03</b> |
|-----------------|-----------------|-----------------|----------|--|------------------|

# **MASTERCARD P-CARD QUARTERLY REBATES**

|                 | January   | January Fuel | February  | February Fuel | March      | March Fuel |            |
|-----------------|-----------|--------------|-----------|---------------|------------|------------|------------|
| General Fund    | 52,025.47 | 6,801.03     | 36,413.15 | 6,190.16      | 49,973.79  | 8,013.98   | 159,417.58 |
| Parks Fund      | 3,340.34  | 45.58        | 1,530.93  | 130.74        | 2,917.79   | 319.07     | 8,284.45   |
| Fire Fund       | 1,780.13  | 55.13        | 521.60    | 111.11        | 1,722.67   | 95.53      | 4,286.17   |
| Water Fund      | 8,961.96  | 1,527.03     | 6,745.20  | 2,723.20      | 10,305.89  | 1,819.68   | 32,082.96  |
| Sewer Fund      | 17,931.93 | 1,984.38     | 24,043.83 | 2,744.43      | 37,823.92  | 2,381.25   | 86,909.74  |
| Sanitation Fund | 5,311.88  | 5,418.52     | 1,583.14  | 4,768.97      | 3,523.75   | 5,698.58   | 26,304.84  |
| Landfill Fund   | -         | -            | -         | -             | -          | -          | -          |
|                 | 89,351.71 | 15,831.67    | 70,837.85 | 16,668.61     | 106,267.81 | 18,328.09  |            |

317,285.74

0.006084389

|                        |        |
|------------------------|--------|
| General Fund - Rebates | 969.95 |
| Parks - Rebates        | 50.41  |
| Fire - Rebates         | 26.08  |
| Water - Rebates        | 195.21 |
| Sewer - Rebates        | 528.79 |
| Sanitation - Rebates   | 160.05 |
| Landfill Rebates       | 0.00   |

**\$ 1,930.49**

**Jan-Mar 2023 MASTERCARD P-CARD REBATE**



## CITY OF ELKINS AGENDA ITEM REPORT

|                          |                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>     | June 1, 2023                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Section:</b>          | Staff reports                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Category:</b>         | Action Item                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Agenda Item Name:</b> | Memo from city clerk concerning dates of the election canvass and certification                                                                                                                                                                                                                                                                                                                           |
| <b>Recommended By:</b>   | City clerk                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Summary:</b>          | <p>See attached memo recommending the following dates for the election canvass and certification:</p> <ol style="list-style-type: none"><li>1. <b>June 19, 11 a.m.</b> (to review ballot counts, cure provisional ballots, and “declare” election results)</li><li>2. <b>June 22, 12 p.m.</b> (to “certify” the declared results)</li></ol> <p>A quorum of council will be required at both meetings.</p> |
| <b>Fiscal Impact:</b>    | n/a                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Recommendation:</b>   | Discuss/establish availability of a quorum of council for both meetings.                                                                                                                                                                                                                                                                                                                                  |
| <b>Attachments:</b>      | 1. Memo establishing canvass dates                                                                                                                                                                                                                                                                                                                                                                        |

# Memo

**To:** City Councilors, Mayor  
**From:** Sutton Stokes, City Clerk  
**Date:** May 31, 2023  
**Re:** Establishing dates of election canvass and certification

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After the city election on June 13, a quorum of council must meet as the Board of Canvassers at two separate meetings to:

1. To “canvass” the election results (i.e., review ballot counts, cure provisional ballots, and “declare” the results).
2. Certify the election results.

The first of these meetings (the canvass) is required to occur on the 6<sup>th</sup> day after the election, in this case June 19. Although this is a state holiday, it is not a city holiday. Two years ago, this meeting was held at 11 a.m. and I propose the same time on June 19.

The second of these meetings (the declaration) is to come no earlier than 48 hours after the first meeting (to allow time for candidates to request recounts). Given that June 20, the day after the first meeting, is West Virginia Day, we should extend this minimum interval so that we meet 72 hours later. I propose 12 p.m. on June 22.

To recap, I propose that council meet as the Board of Canvassers as follows:

1. June 19, 11 a.m. (to review ballot counts, cure provisional ballots, and “declare” election results)
2. June 22, 12 p.m. (to “certify” the declared results)

Again, a quorum of council is required at both meetings.

##



## CITY OF ELKINS AGENDA ITEM REPORT

|                          |                                                              |
|--------------------------|--------------------------------------------------------------|
| <b>Meeting Date:</b>     | June 1, 2023                                                 |
| <b>Section:</b>          | Approval of vendor invoice payments                          |
| <b>Category:</b>         | Action Item                                                  |
| <b>Agenda Item Name:</b> | Vendor invoices presented for approval: May 15-May 26, 2023. |
| <b>Recommended By:</b>   |                                                              |
| <b>Summary:</b>          |                                                              |
| <b>Fiscal Impact:</b>    |                                                              |
| <b>Recommendation:</b>   |                                                              |
| <b>Attachments:</b>      | 1. AP Check Report - 2023_06_01                              |

VENDOR SET: 01 Elkins

BANK: ARPA America Rescue Plan Act

DATE RANGE: 5/15/2023 THRU 5/26/2023

| VENDOR I.D. | NAME                         | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------|------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 00855       | LMC & Associates             |        |               |                   |          |             |                 |                 |
| I-3193      | website design & development | R      | 5/22/2023     | 218.75            |          | 000098      |                 | 218.75          |

| * * T O T A L S * * | NO            | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|---------------|----------------|-----------|--------------|
| REGULAR CHECKS:     | 1             | 218.75         | 0.00      | 218.75       |
| HAND CHECKS:        | 0             | 0.00           | 0.00      | 0.00         |
| DRAFTS:             | 0             | 0.00           | 0.00      | 0.00         |
| EFT:                | 0             | 0.00           | 0.00      | 0.00         |
| NON CHECKS:         | 0             | 0.00           | 0.00      | 0.00         |
| VOID CHECKS:        | 0 VOID DEBITS | 0.00           |           |              |
|                     | VOID CREDITS  | 0.00           | 0.00      | 0.00         |

TOTAL ERRORS: 0

|                                   | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|-----------------------------------|----|----------------|-----------|--------------|
| VENDOR SET: 01 BANK: ARPA TOTALS: | 1  | 218.75         | 0.00      | 218.75       |
| BANK: ARPA TOTALS:                | 1  | 218.75         | 0.00      | 218.75       |

VENDOR SET: 01 Elkins  
BANK: Pool Pooled Cash  
DATE RANGE: 5/15/2023 THRU 5/26/2023

| VENDOR I.D.       | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 00741             | Great-West Trust Company LLC   |        |               |                   |          |             |                 |                 |
| I-VF 202305161508 | Voya                           | D      | 5/16/2023     | 705.00            |          | 004782      |                 |                 |
| I-VF2202305161508 | Voya AT                        | D      | 5/16/2023     | 50.00             |          | 004782      |                 | 755.00          |
| 00792             | WV Consolidated Retirement Boa |        |               |                   |          |             |                 |                 |
| I-RTD202305021507 | Retirement                     | D      | 5/16/2023     | 6,956.39          |          | 004783      |                 |                 |
| I-RTD202305161508 | Retirement                     | D      | 5/16/2023     | 6,903.33          |          | 004783      |                 | 13,859.72       |
| 00952             | WV Consolidated Retirement Boa |        |               |                   |          |             |                 |                 |
| I-RTF202305021507 | Retirement                     | D      | 5/16/2023     | 2,320.10          |          | 004784      |                 |                 |
| I-RTF202305161508 | Retirement                     | D      | 5/16/2023     | 2,264.38          |          | 004784      |                 |                 |
| I-RTN202305021507 | Retirement                     | D      | 5/16/2023     | 3,674.90          |          | 004784      |                 |                 |
| I-RTN202305161508 | Retirement                     | D      | 5/16/2023     | 3,474.54          |          | 004784      |                 | 11,733.92       |
| 00993             | WV Consolidated Retirement Boa |        |               |                   |          |             |                 |                 |
| I-RT6202305021507 | Retirement 6%                  | D      | 5/16/2023     | 7,936.70          |          | 004785      |                 |                 |
| I-RT6202305161508 | Retirement 6%                  | D      | 5/16/2023     | 8,002.00          |          | 004785      |                 | 15,938.70       |
| 00116             | Child Support Enforcement      |        |               |                   |          |             |                 |                 |
| I-CDS202305161508 | Child Support                  | R      | 5/16/2023     | 571.48            |          | 013432      |                 | 571.48          |
| 00121             | Citizens Bank of WVFP          |        |               |                   |          |             |                 |                 |
| I-FP 202305161508 | Fire Pension                   | R      | 5/16/2023     | 488.85            |          | 013433      |                 | 488.85          |
| 00122             | Citizens Bank of WVPp          |        |               |                   |          |             |                 |                 |
| I-PP 202305161508 | Police Pension                 | R      | 5/16/2023     | 169.76            |          | 013434      |                 |                 |
| I-PPN202305161508 | Police Pension-2010 Forward    | R      | 5/16/2023     | 392.60            |          | 013434      |                 | 562.36          |
| 00147             | COE Misc                       |        |               |                   |          |             |                 |                 |
| I-MIS202305161508 | Misc Reimbursements            | R      | 5/16/2023     | 471.00            |          | 013435      |                 | 471.00          |
| 00150             | COE Payroll                    |        |               |                   |          |             |                 |                 |
| I-T1 202305161508 | Federal Withholding            | R      | 5/16/2023     | 12,242.59         |          | 013436      |                 | 12,242.59       |
| 00151             | COE Payroll                    |        |               |                   |          |             |                 |                 |
| I-T3 202305161508 | FICA                           | R      | 5/16/2023     | 13,597.78         |          | 013437      |                 |                 |
| I-T4 202305161508 | Medicare                       | R      | 5/16/2023     | 4,595.42          |          | 013437      |                 | 18,193.20       |
| 00152             | COE Payroll                    |        |               |                   |          |             |                 |                 |
| I-T2 202305161508 | State Withholding              | R      | 5/16/2023     | 5,230.00          |          | 013438      |                 | 5,230.00        |
| 00203             | Davis Trust Company            |        |               |                   |          |             |                 |                 |
| I-CC 202305161508 | Employee Christmas Club        | R      | 5/16/2023     | 2,470.00          |          | 013439      |                 | 2,470.00        |

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 5/15/2023 THRU 5/26/2023

| VENDOR I.D.       | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 00747             | Washington National Insurance  |        |               |                   |          |             |                 |                 |
| I-WN 202305161508 | Washington National Insurance  | R      | 5/16/2023     | 726.43            |          | 013440      |                 | 726.43          |
| 00837             | COE Payroll Reimbursement      |        |               |                   |          |             |                 |                 |
| I-001202305161508 | Payroll Reimbursement          | R      | 5/16/2023     | 54,292.66         |          | 013441      |                 |                 |
| I-006202305161508 | Payroll Reimbursement          | R      | 5/16/2023     | 5,196.42          |          | 013441      |                 |                 |
| I-036202305161508 | Payroll Reimbursement          | R      | 5/16/2023     | 13,911.02         |          | 013441      |                 |                 |
| I-400202305161508 | Payroll Reimbursement          | R      | 5/16/2023     | 18,740.91         |          | 013441      |                 |                 |
| I-401202305161508 | Payroll Reimbursement          | R      | 5/16/2023     | 14,533.44         |          | 013441      |                 |                 |
| I-404202305161508 | Payroll Reimbursement          | R      | 5/16/2023     | 10,018.25         |          | 013441      |                 | 116,692.70      |
| 01885             | Colonial Life                  |        |               |                   |          |             |                 |                 |
| I-CL 202305161508 | Colonial Life-AT               | R      | 5/16/2023     | 112.10            |          | 013442      |                 |                 |
| I-CLP202305161508 | Colonial Life-PT               | R      | 5/16/2023     | 52.52             |          | 013442      |                 | 164.62          |
| 00006             | AFLAC                          |        |               |                   |          |             |                 |                 |
| I-AF 202305021507 | Aflac-After Tax Ins            | R      | 5/16/2023     | 78.71             |          | 013443      |                 |                 |
| I-AF 202305161508 | Aflac-After Tax Ins            | R      | 5/16/2023     | 78.71             |          | 013443      |                 |                 |
| I-AFL202305021507 | Aflac Insurance                | R      | 5/16/2023     | 68.68             |          | 013443      |                 |                 |
| I-AFL202305161508 | Aflac Insurance                | R      | 5/16/2023     | 68.68             |          | 013443      |                 | 294.78          |
| 00023             | Appalachian Forest Heritage Ar |        |               |                   |          |             |                 |                 |
| I-4Q FY 22-23     | 4Q Contribution FY 22-23       | R      | 5/16/2023     | 1,500.00          |          | 013444      |                 | 1,500.00        |
| 00032             | Absolute Assurance Drug Test L |        |               |                   |          |             |                 |                 |
| I-8053265B        | Employment testing J Channell  | R      | 5/16/2023     | 74.00             |          | 013445      |                 | 74.00           |
| 00047             | Truist Governmental Finance    |        |               |                   |          |             |                 |                 |
| I-00004 052723    | 99480000234-04 052723          | R      | 5/16/2023     | 2,256.75          |          | 013446      |                 |                 |
| I-00005 052423    | 9948000234-05 052423           | R      | 5/16/2023     | 2,596.05          |          | 013446      |                 | 4,852.80        |
| 00075             | Encova Insurance               |        |               |                   |          |             |                 |                 |
| I-36534408        | WCN6007129 040323-050123       | R      | 5/16/2023     | 5,982.00          |          | 013447      |                 | 5,982.00        |
| 00099             | Casto & Harris of WV LLC       |        |               |                   |          |             |                 |                 |
| I-115598          | Council Minutes                | R      | 5/16/2023     | 251.16            |          | 013448      |                 |                 |
| I-115678          | Election materials             | R      | 5/16/2023     | 3,690.53          |          | 013448      |                 | 3,941.69        |
| 00154             | COE Sanitation                 |        |               |                   |          |             |                 |                 |
| I-202305154282    | Sweeper dirt to TCSWA          | R      | 5/16/2023     | 181.50            |          | 013449      |                 | 181.50          |
| 00182             | Country Roads Transit          |        |               |                   |          |             |                 |                 |
| I-4Q FY 22-23     | 4Q Contribution FY 22-23       | R      | 5/16/2023     | 3,500.00          |          | 013450      |                 | 3,500.00        |

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 5/15/2023 THRU 5/26/2023

| VENDOR I.D.          | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 00202                | Davis Trust Company            |        |               |                   |          |             |                 |                 |
| I-12755 052223       | 3113776-12755 052223           | R      | 5/16/2023     | 4,256.84          |          | 013451      |                 | 4,256.84        |
| 00211                | Elkins Depot Welcome Center    |        |               |                   |          |             |                 |                 |
| I-H/M Coll 03/2023   | Hotel/Motel March 2023         | R      | 5/16/2023     | 8,997.73          |          | 013452      |                 | 8,997.73        |
| 00239                | Elkins Historic Landmark Commi |        |               |                   |          |             |                 |                 |
| I-4Q FY 22-23        | 4Q Contribution FY 22-23       | R      | 5/16/2023     | 1,000.00          |          | 013453      |                 | 1,000.00        |
| 00241                | Elkins Main Street             |        |               |                   |          |             |                 |                 |
| I-4Q FY 22-23        | 4Q Contribution FY 22-23       | R      | 5/16/2023     | 5,000.00          |          | 013454      |                 | 5,000.00        |
| 00242                | Elkins Professional Firefighte |        |               |                   |          |             |                 |                 |
| I-EPF202305021507    | Elkins Professional FF         | R      | 5/16/2023     | 90.00             |          | 013455      |                 |                 |
| I-EPF202305161508    | Elkins Professional FF         | R      | 5/16/2023     | 90.00             |          | 013455      |                 | 180.00          |
| 00243                | Elkins Randolph County Chamber |        |               |                   |          |             |                 |                 |
| I-4Q FY 22-23        | 4Q Contribution FY 22-23       | R      | 5/16/2023     | 1,500.00          |          | 013456      |                 | 1,500.00        |
| 00250                | Elkins-Randolph County Regiona |        |               |                   |          |             |                 |                 |
| I-4Q FY22-23         | 4Q Contribution FY22-23        | R      | 5/16/2023     | 4,750.00          |          | 013457      |                 | 4,750.00        |
| 00251                | Elkins-Randolph County Public  |        |               |                   |          |             |                 |                 |
| I-4Q FY 22-23        | 4Q Contribution FY 22-23       | R      | 5/16/2023     | 5,625.00          |          | 013458      |                 | 5,625.00        |
| 00407                | Kump House Trust Endowment     |        |               |                   |          |             |                 |                 |
| I-4Q FY 22-23        | 4Q Contribution FY 22-23       | R      | 5/16/2023     | 1,500.00          |          | 013459      |                 | 1,500.00        |
| 00468                | Miss Utility of West Virginia, |        |               |                   |          |             |                 |                 |
| I-WV23-1678          | Message Fees April 2023        | R      | 5/16/2023     | 117.30            |          | 013460      |                 | 117.30          |
| 00471                | Mon Power                      |        |               |                   |          |             |                 |                 |
| I-CityPk 240 051123  | City Park 041123-050923        | R      | 5/16/2023     | 10.29             |          | 013461      |                 |                 |
| I-Park 672996 051123 | Park St 0411-050923            | R      | 5/16/2023     | 5.80              |          | 013461      |                 |                 |
| I-ParkSt 465 051123  | Park St 041123-050923          | R      | 5/16/2023     | 10.68             |          | 013461      |                 | 26.77           |
| 00483                | Mountain Valley Bank           |        |               |                   |          |             |                 |                 |
| I-01202553-21 0528   | 1202553-21 052823              | R      | 5/16/2023     | 2,369.18          |          | 013462      |                 | 2,369.18        |
| 00500                | Newlons International Sales, L |        |               |                   |          |             |                 |                 |
| I-01W1626            | Maint on MATV                  | R      | 5/16/2023     | 1,420.29          |          | 013463      |                 | 1,420.29        |
| 00570                | Randolph County Commission     |        |               |                   |          |             |                 |                 |
| I-4Q FY 22-23        | 4Q Contribution FY 22-23       | R      | 5/16/2023     | 1,750.00          |          | 013464      |                 | 1,750.00        |

VENDOR SET: 01 Elkins  
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| VENDOR I.D.       | NAME                           | STATUS | CHECK     | INVOICE   | DISCOUNT | CHECK  | CHECK  | CHECK    |
|-------------------|--------------------------------|--------|-----------|-----------|----------|--------|--------|----------|
|                   |                                |        | DATE      | AMOUNT    |          | NO     | STATUS | AMOUNT   |
| 00573             | Randolph County Development A  |        |           |           |          |        |        |          |
| I-4Q FY 22-23     | 4Q Contribution FY 22-23       | R      | 5/16/2023 | 3,375.00  |          | 013465 |        | 3,375.00 |
| 00578             | Randolph Elkins Health Departm |        |           |           |          |        |        |          |
| I-4Q FY 22-23     | 4Q Contribution FY 22-23       | R      | 5/16/2023 | 1,000.00  |          | 013466 |        |          |
| I-PGCC FY23-24    | Food Service Permit 063023     | R      | 5/16/2023 | 50.00     |          | 013466 |        | 1,050.00 |
| 00579             | Randolph-Tucker Children's Adv |        |           |           |          |        |        |          |
| I-4Q FY 22-23     | 4Q Contribution FY 22-23       | R      | 5/16/2023 | 750.00    |          | 013467 |        | 750.00   |
| 00591             | Retiree Health Benefit Trust F |        |           |           |          |        |        |          |
| I-RChen May 2023  | RChenoweth May 2023            | R      | 5/16/2023 | 70.00     |          | 013468 |        |          |
| I-RHB202305161508 | Retiree Health Benefit Trust   | R      | 5/16/2023 | 4,760.00  |          | 013468 |        |          |
| I-RHBT 05/2023    | Retirees 05/2023               | R      | 5/16/2023 | 1,609.56  |          | 013468 |        | 6,439.56 |
| 00779             | Woodford Oil Company           |        |           |           |          |        |        |          |
| I-09242           | 390 gal diesel                 | R      | 5/16/2023 | 1,322.10  |          | 013469 |        | 1,322.10 |
| 00805             | FBMC                           |        |           |           |          |        |        |          |
| I-MFB202305021507 | Mt. Flex Benefit               | R      | 5/16/2023 | 1,631.49  |          | 013470 |        |          |
| I-MFB202305161508 | Mt. Flex Benefit               | R      | 5/16/2023 | 1,631.49  |          | 013470 |        |          |
| I-RChen May 2023  | RChenoweth May 2023            | R      | 5/16/2023 | 52.54     |          | 013470 |        | 3,315.52 |
| 00810             | WV Public Employee Insurance A |        |           |           |          |        |        |          |
| C-DL 202305021507 | Dependent Life                 | R      | 5/16/2023 | 3.37CR    |          | 013471 |        |          |
| I-ADMN E Roberts  | Admin Fee - Elizabeth Roberts  | R      | 5/16/2023 | 50.00     |          | 013471 |        |          |
| I-BL 202305161508 | Basic Life Benefit             | R      | 5/16/2023 | 163.68    |          | 013471 |        |          |
| I-BL1202305161508 | Basic Life Benefit +           | R      | 5/16/2023 | 2.28      |          | 013471 |        |          |
| I-DL 202305161508 | Dependent Life                 | R      | 5/16/2023 | 76.07     |          | 013471 |        |          |
| I-HPA202305021507 | Ins-Health Plan A              | R      | 5/16/2023 | 719.00    |          | 013471 |        |          |
| I-HPA202305161508 | Ins-Health Plan A              | R      | 5/16/2023 | 719.00    |          | 013471 |        |          |
| I-HPB202305021507 | Ins-Health Plan B              | R      | 5/16/2023 | 462.00    |          | 013471 |        |          |
| I-HPB202305161508 | Ins-Health Plan B              | R      | 5/16/2023 | 462.00    |          | 013471 |        |          |
| I-ICA202305021507 | Ins - Emp/Child-Plan A         | R      | 5/16/2023 | 917.00    |          | 013471 |        |          |
| I-ICA202305161508 | Ins - Emp/Child-Plan A         | R      | 5/16/2023 | 917.00    |          | 013471 |        |          |
| I-ICB202305021507 | Ins- Emp/child - Plan B        | R      | 5/16/2023 | 795.00    |          | 013471 |        |          |
| I-ICB202305161508 | Ins- Emp/child - Plan B        | R      | 5/16/2023 | 795.00    |          | 013471 |        |          |
| I-IFA202305021507 | Ins - Family - Plan A          | R      | 5/16/2023 | 12,936.00 |          | 013471 |        |          |
| I-IFA202305161508 | Ins - Family - Plan A          | R      | 5/16/2023 | 12,936.00 |          | 013471 |        |          |
| I-IFB202305021507 | Ins - Family - Plan B          | R      | 5/16/2023 | 5,126.00  |          | 013471 |        |          |
| I-IFB202305161508 | Ins - Family - Plan B          | R      | 5/16/2023 | 5,126.00  |          | 013471 |        |          |
| I-IFD202305021507 | Ins-Fam-Plan B - Post Tax      | R      | 5/16/2023 | 466.00    |          | 013471 |        |          |
| I-IFD202305161508 | Ins-Fam-Plan B - Post Tax      | R      | 5/16/2023 | 466.00    |          | 013471 |        |          |
| I-ISA202305021507 | Ins - Single - Plan A          | R      | 5/16/2023 | 3,532.50  |          | 013471 |        |          |
| I-ISA202305161508 | Ins - Single - Plan A          | R      | 5/16/2023 | 3,532.50  |          | 013471 |        |          |
| I-ISB202305021507 | Ins-Single - Plan B            | R      | 5/16/2023 | 2,704.00  |          | 013471 |        |          |
| I-ISB202305161508 | Ins-Single - Plan B            | R      | 5/16/2023 | 2,288.00  |          | 013471 |        |          |
| I-OL 202305021507 | Optional Life                  | R      | 5/16/2023 | 354.10    |          | 013471 |        |          |

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|-------------|----------------------|--------------------------------|-------|-----------|----------|--------|--------|-----------|
|             |                      |                                | DATE  | AMOUNT    |          | NO     | STATUS | AMOUNT    |
|             | I-OL 202305161508    | Optional Life                  | R     | 5/16/2023 | 350.10   | 013471 |        |           |
|             | I-RChen May 2023     | R Chenoweth May 2023           | R     | 5/16/2023 | 1,079.76 | 013471 |        |           |
|             | I-TOF202305021507    | Tobacco Surcharge Family       | R     | 5/16/2023 | 375.00   | 013471 |        |           |
|             | I-TOF202305161508    | Tobacco Surcharge Family       | R     | 5/16/2023 | 375.00   | 013471 |        |           |
|             | I-TOS202305021507    | Tobacco Surcharge Single       | R     | 5/16/2023 | 175.00   | 013471 |        |           |
|             | I-TOS202305161508    | Tobacco Surcharge Single       | R     | 5/16/2023 | 150.00   | 013471 |        | 58,046.62 |
| 00813       |                      | West Virginia Rural Water Asso |       |           |          |        |        |           |
|             | I-Voting Rnwl 060123 | Voting Membership Water/Sewer  | R     | 5/16/2023 | 2,739.10 | 013472 |        | 2,739.10  |
| 00900       |                      | National Road Utility Supply,  |       |           |          |        |        |           |
|             | I-335175             | Hymax Cplng/Alpha Valve        | R     | 5/16/2023 | 1,750.00 | 013473 |        | 1,750.00  |
| 01331       |                      | TimeClock Plus                 |       |           |          |        |        |           |
|             | I-00266558           | Semi-Annual Clockable Licenses | R     | 5/16/2023 | 2,916.00 | 013474 |        | 2,916.00  |
| 01449       |                      | Dodson Pest Control            |       |           |          |        |        |           |
|             | I-23173102044223     | Pest Control 042523            | R     | 5/16/2023 | 60.00    | 013475 |        | 60.00     |
| 01623       |                      | Randolph County Community Arts |       |           |          |        |        |           |
|             | I-4Q FY 22-23        | 4Q Contribution FY 22-23       | R     | 5/16/2023 | 1,250.00 | 013476 |        | 1,250.00  |
| 01751       |                      | COE WWTP                       |       |           |          |        |        |           |
|             | I-202305044251       | Backwash April 2023            | R     | 5/16/2023 | 829.39   | 013477 |        | 829.39    |
| 01790       |                      | Crim Law Office PLLC           |       |           |          |        |        |           |
|             | I-347                | Sanitary Bd 03/2023            | R     | 5/16/2023 | 820.00   | 013478 |        |           |
|             | I-349                | Sanitary Bd 04/2023            | R     | 5/16/2023 | 750.00   | 013478 |        | 1,570.00  |
| 01942       |                      | Elkins Municipal Building Comm |       |           |          |        |        |           |
|             | I-1214756-11 0515    | 1214756-11 051523              | R     | 5/16/2023 | 4,833.20 | 013479 |        | 4,833.20  |
| 02215       |                      | Tucker County Solid Waste Auth |       |           |          |        |        |           |
|             | I-126328             | Sweeper Dirt hauled            | R     | 5/16/2023 | 276.63   | 013480 |        | 276.63    |
| 02340       |                      | West Virginia State Tax Depart |       |           |          |        |        |           |
|             | I-GAR202305021507    | Garnishment - DI# 614946       | R     | 5/16/2023 | 61.00    | 013481 |        |           |
|             | I-GAR202305161508    | Garnishment - DI# 614946       | R     | 5/16/2023 | 61.00    | 013481 |        | 122.00    |
| 02357       |                      | Owen Peet                      |       |           |          |        |        |           |
|             | I-Reimb 042023       | Travel - Seneca Caverns        | R     | 5/16/2023 | 52.40    | 013482 |        | 52.40     |
| 02403       |                      | Diversified Air Systems Inc    |       |           |          |        |        |           |
|             | I-173479             | Air Compressor                 | R     | 5/16/2023 | 5,162.00 | 013483 |        | 5,162.00  |

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|---------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 02410               | Sheila Verga                   |        |               |                   |          |             |                 |                 |
| I-23CR163 Refund    | Brandon Barrick bond refund    | R      | 5/16/2023     | 302.00            |          | 013484      |                 | 302.00          |
| 02464               | Julie Williams                 |        |               |                   |          |             |                 |                 |
| I-23CR125 Refund    | Bond Refund RISner 23CR125-1   | R      | 5/16/2023     | 302.00            |          | 013485      |                 | 302.00          |
| 00874               | Municipal Emergency Services I |        |               |                   |          |             |                 |                 |
| I-IN1869283 (1)     | vests, pouches                 | R      | 5/16/2023     | 2,750.00          |          | 013486      |                 | 2,750.00        |
| 00632               | Shiflett, Kevin                |        |               |                   |          |             |                 |                 |
| I-Travel 052123     | Travel- Columbus training      | R      | 5/17/2023     | 962.00            |          | 013487      |                 | 962.00          |
| 00078               | Nanci Bross-Fregonara          |        |               |                   |          |             |                 |                 |
| I-CKREQ 052223      | Tree Nursery Signs             | R      | 5/23/2023     | 40.00             |          | 013488      |                 | 40.00           |
| 00132               | Clarksburg Water Board         |        |               |                   |          |             |                 |                 |
| I-M90089            | Bact samples run               | R      | 5/23/2023     | 23.00             |          | 013489      |                 | 23.00           |
| 00140               | City of Elkins                 |        |               |                   |          |             |                 |                 |
| I-CKREQ Roller      | WWC purchase roller            | R      | 5/23/2023     | 500.00            |          | 013490      |                 | 500.00          |
| 00154               | COE Sanitation                 |        |               |                   |          |             |                 |                 |
| I-202305184290      | Haul sweeper dirt              | R      | 5/23/2023     | 181.50            |          | 013491      |                 |                 |
| I-CKREQ 2016 F350   | WWTP purchase 16 F350          | R      | 5/23/2023     | 25,000.00         |          | 013491      |                 | 25,181.50       |
| 00199               | Davis & Elkins College         |        |               |                   |          |             |                 |                 |
| I-MAY23-02          | Microsoft Excel Training       | R      | 5/23/2023     | 540.00            |          | 013492      |                 | 540.00          |
| 00280               | Tracy R Judy                   |        |               |                   |          |             |                 |                 |
| I-TRVL GFOA Mtg     | GFOA Bi-Annual Mtg             | R      | 5/23/2023     | 295.99            |          | 013493      |                 | 295.99          |
| 00378               | J F Allen Co.                  |        |               |                   |          |             |                 |                 |
| I-15699686          | 24.41tn #57                    | R      | 5/23/2023     | 576.57            |          | 013494      |                 | 576.57          |
| 00479               | Amtower Auto Supply, Inc.      |        |               |                   |          |             |                 |                 |
| I-190636            | 2-Lamp                         | R      | 5/23/2023     | 18.16             |          | 013495      |                 | 18.16           |
| 00483               | Mountain Valley Bank           |        |               |                   |          |             |                 |                 |
| I-1202553-22 050723 | 1202553-22 050723              | R      | 5/23/2023     | 201.62            |          | 013496      |                 | 201.62          |
| 00498               | Naylor's Ace Hardware          |        |               |                   |          |             |                 |                 |
| I-457109            | 11pc socket/308pc tool set     | R      | 5/23/2023     | 347.98            |          | 013497      |                 | 347.98          |

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|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 00514                | Office Products                |        |               |                   |          |             |                 |                 |
| I-8309               | 1274 copies/7 binders          | R      | 5/23/2023     | 100.00            |          | 013498      |                 | 100.00          |
| 00628                | Seneca Designs                 |        |               |                   |          |             |                 |                 |
| I-45149              | Reflective added to jackets    | R      | 5/23/2023     | 30.00             |          | 013499      |                 | 30.00           |
| 00688                | Terra Flora Landscaping        |        |               |                   |          |             |                 |                 |
| I-0175               | Trim/Weed/Fertilizer           | R      | 5/23/2023     | 227.60            |          | 013500      |                 | 227.60          |
| 00707                | Trickett Hardware, Inc.        |        |               |                   |          |             |                 |                 |
| I-3792               | 4 keys                         | R      | 5/23/2023     | 10.00             |          | 013501      |                 | 10.00           |
| 00712                | Tyler Technologies, Inc.       |        |               |                   |          |             |                 |                 |
| I-025422605          | Executime K Weaver             | R      | 5/23/2023     | 1,040.00          |          | 013502      |                 | 1,040.00        |
| 00779                | Woodford Oil Company           |        |               |                   |          |             |                 |                 |
| I-4454341            | 250 Gal Dyed Diesel            | R      | 5/23/2023     | 777.50            |          | 013503      |                 | 777.50          |
| 00900                | National Road Utility Supply,  |        |               |                   |          |             |                 |                 |
| I-335262             | 15x20 storm drain pipe         | R      | 5/23/2023     | 1,150.00          |          | 013504      |                 |                 |
| I-335294             | AFC RW VALVE/CPLG              | R      | 5/23/2023     | 2,455.69          |          | 013504      |                 |                 |
| I-335313             | Battery OP Pump-5Gal Tank      | R      | 5/23/2023     | 335.00            |          | 013504      |                 |                 |
| I-335329             | 4-Bronze T/6 Coup              | R      | 5/23/2023     | 630.18            |          | 013504      |                 | 4,570.87        |
| 01101                | Ogden Enterprise & Trailer Sal |        |               |                   |          |             |                 |                 |
| I-25488              | 20' 14K Tilt Trailer w/trade   | R      | 5/23/2023     | 1,500.00          |          | 013505      |                 | 1,500.00        |
| 01390                | Phoenix Solutions, LLC         |        |               |                   |          |             |                 |                 |
| I-5084               | Chemicals                      | R      | 5/23/2023     | 8,183.26          |          | 013506      |                 |                 |
| I-5109               | Chemicals                      | R      | 5/23/2023     | 11,334.81         |          | 013506      |                 |                 |
| I-5122               | chemicals                      | R      | 5/23/2023     | 2,278.00          |          | 013506      |                 | 21,796.07       |
| 01447                | Heritage Fire Equipment        |        |               |                   |          |             |                 |                 |
| I-8440               | Hose for new engine            | R      | 5/23/2023     | 208.97            |          | 013507      |                 | 208.97          |
| 01764                | Marilynn Cuonzo                |        |               |                   |          |             |                 |                 |
| I-CKREQ 052223       | lunch for volunteers           | R      | 5/23/2023     | 62.04             |          | 013508      |                 | 62.04           |
| 01957                | Zoro Tools, Inc.               |        |               |                   |          |             |                 |                 |
| I-479934 463617 5021 | Absorb Pads/wash and wax       | R      | 5/23/2023     | 183.92            |          | 013509      |                 | 183.92          |
| 02157                | Jerry A Marco                  |        |               |                   |          |             |                 |                 |
| I-TRVL 051023        | Travel-WVML BOD Mtg            | R      | 5/23/2023     | 267.86            |          | 013510      |                 | 267.86          |

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|---------------------|-----------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 02431               | Ferguson Waterworks #527    |        |               |                   |          |             |                 |                 |
| I-0796900/0809755   | 12 Coup/2 M18 FuelHTIW      | R      | 5/23/2023     | 1,282.00          |          | 013511      |                 | 1,282.00        |
| 00140               | City of Elkins              |        |               |                   |          |             |                 |                 |
| I-Sewer Wire Transf | Sewer wire transfer 5-23-23 | R      | 5/24/2023     | 21,291.00         |          | 013512      |                 | 21,291.00       |
| 1                   | CROSSROADS COTTAGE B        |        |               |                   |          |             |                 |                 |
| I-000202305231510   | BL REFUND                   | R      | 5/24/2023     | 28.17             |          | 013513      |                 | 28.17           |
| 1                   | CROSSROADS COTTAGE B        |        |               |                   |          |             |                 |                 |
| I-000202305231511   | BL REFUND                   | R      | 5/24/2023     | 13.97             |          | 013514      |                 | 13.97           |
| 1                   | CROSSROADS COTTAGE B        |        |               |                   |          |             |                 |                 |
| I-000202305231512   | BL REFUND                   | R      | 5/24/2023     | 34.98             |          | 013515      |                 | 34.98           |
| 1                   | CROSSROADS COTTAGE B        |        |               |                   |          |             |                 |                 |
| I-000202305231513   | BL REFUND                   | R      | 5/24/2023     | 41.90             |          | 013516      |                 | 41.90           |
| 1                   | CROSSROADS COTTAGE B        |        |               |                   |          |             |                 |                 |
| I-000202305231514   | BL REFUND                   | R      | 5/24/2023     | 145.27            |          | 013517      |                 | 145.27          |
| 1                   | CROSSROADS COTTAGE B        |        |               |                   |          |             |                 |                 |
| I-000202305231515   | BL REFUND                   | R      | 5/24/2023     | 39.69             |          | 013518      |                 | 39.69           |
| 1                   | CROSSROADS COTTAGE B        |        |               |                   |          |             |                 |                 |
| I-000202305231516   | BL REFUND                   | R      | 5/24/2023     | 97.01             |          | 013519      |                 | 97.01           |
| 1                   | CROSSROADS COTTAGE B        |        |               |                   |          |             |                 |                 |
| I-000202305231517   | BL REFUND                   | R      | 5/24/2023     | 41.90             |          | 013520      |                 | 41.90           |
| 1                   | CROSSROADS COTTAGE B        |        |               |                   |          |             |                 |                 |
| I-000202305231518   | BL REFUND                   | R      | 5/24/2023     | 15.12             |          | 013521      |                 | 15.12           |
| 1                   | CROSSROADS COTTAGE B        |        |               |                   |          |             |                 |                 |
| I-000202305231519   | BL REFUND                   | R      | 5/24/2023     | 44.23             |          | 013522      |                 | 44.23           |
| 1                   | CROSSROADS COTTAGE B        |        |               |                   |          |             |                 |                 |
| I-000202305231520   | BL REFUND                   | R      | 5/24/2023     | 30.26             |          | 013523      |                 | 30.26           |
| 1                   | CROSSROADS COTTAGE B        |        |               |                   |          |             |                 |                 |
| I-000202305231521   | BL REFUND                   | R      | 5/24/2023     | 45.40             |          | 013524      |                 | 45.40           |
| 1                   | CROSSROADS COTTAGE B        |        |               |                   |          |             |                 |                 |
| I-000202305231522   | BL REFUND                   | R      | 5/24/2023     | 16.30             |          | 013525      |                 | 16.30           |

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 5/15/2023 THRU 5/26/2023

| VENDOR I.D.       | NAME                 | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------------|----------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1                 | FERGUSON, JACK P & L |        |               |                   |          |             |                 |                 |
| I-000202305171509 | US REFUND            | R      | 5/24/2023     | 150.00            |          | 013526      |                 | 150.00          |

| * * T O T A L S * * | NO            | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|---------------|----------------|-----------|--------------|
| REGULAR CHECKS:     | 95            | 398,625.48     | 0.00      | 398,625.48   |
| HAND CHECKS:        | 0             | 0.00           | 0.00      | 0.00         |
| DRAFTS:             | 4             | 42,287.34      | 0.00      | 42,287.34    |
| EFT:                | 0             | 0.00           | 0.00      | 0.00         |
| NON CHECKS:         | 0             | 0.00           | 0.00      | 0.00         |
| VOID CHECKS:        | 0 VOID DEBITS | 0.00           |           |              |
|                     | VOID CREDITS  | 0.00           | 0.00      | 0.00         |

TOTAL ERRORS: 0

|                                   | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|-----------------------------------|----|----------------|-----------|--------------|
| VENDOR SET: 01 BANK: Pool TOTALS: | 99 | 440,912.82     | 0.00      | 440,912.82   |
| BANK: Pool TOTALS:                | 99 | 440,912.82     | 0.00      | 440,912.82   |

VENDOR SET: 01 Elkins

BANK: SEWPJ Sewer Project

DATE RANGE: 5/15/2023 THRU 5/26/2023

| VENDOR I.D.         | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|---------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 00085               | Burgess & Niple, Inc.          |        |               |                   |          |             |                 |                 |
| I-1066375           | professional services          | R      | 5/22/2023     | 4,201.88          |          | 000089      |                 |                 |
| I-1070687           | professional services          | R      | 5/22/2023     | 1,663.88          |          | 000089      |                 | 5,865.76        |
| 00582               | Region VII Plan. & Development |        |               |                   |          |             |                 |                 |
| I-424-5             | contracted services            | R      | 5/22/2023     | 6,586.23          |          | 000090      |                 |                 |
| I-424-6             | contracted services            | R      | 5/22/2023     | 2,692.43          |          | 000090      |                 |                 |
| I-424-7             | contracted services            | R      | 5/22/2023     | 222.30            |          | 000090      |                 |                 |
| I-424-8             | contracted services            | R      | 5/22/2023     | 203.82            |          | 000090      |                 | 9,704.78        |
| 00982               | WV Municipal Bond Commission   |        |               |                   |          |             |                 |                 |
| I-WVDEP Reserve Pmt | 2020-A Sewer Reserve           | R      | 5/22/2023     | 5,719.88          |          | 000091      |                 | 5,719.88        |

| * * T O T A L S * * | NO            | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|---------------|----------------|-----------|--------------|
| REGULAR CHECKS:     | 3             | 21,290.42      | 0.00      | 21,290.42    |
| HAND CHECKS:        | 0             | 0.00           | 0.00      | 0.00         |
| DRAFTS:             | 0             | 0.00           | 0.00      | 0.00         |
| EFT:                | 0             | 0.00           | 0.00      | 0.00         |
| NON CHECKS:         | 0             | 0.00           | 0.00      | 0.00         |
| VOID CHECKS:        | 0 VOID DEBITS | 0.00           |           |              |
|                     | VOID CREDITS  | 0.00           | 0.00      | 0.00         |

TOTAL ERRORS: 0

|                                   | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|-----------------------------------|----|----------------|-----------|--------------|
| VENDOR SET: 01 BANK: SEWPJTOTALS: | 3  | 21,290.42      | 0.00      | 21,290.42    |
| BANK: SEWPJ TOTALS:               | 3  | 21,290.42      | 0.00      | 21,290.42    |

VENDOR SET: 01 Elkins  
 BANK: SPINV Special Invest Fund  
 DATE RANGE: 5/15/2023 THRU 5/26/2023

| VENDOR I.D.   | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|---------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 00874         | Municipal Emergency Services I |        |               |                   |          |             |                 |                 |
| I-IN1869283   | vests, pouches                 | R      | 5/16/2023     | 12,000.00         |          | 000009      |                 | 12,000.00       |
| 00874         | Municipal Emergency Services I |        |               |                   |          |             |                 |                 |
| I-IN1869283-1 | vests, pouches                 | R      | 5/24/2023     | 12,000.00         |          | 000010      |                 | 12,000.00       |

| * * T O T A L S * * | NO            | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|---------------|----------------|-----------|--------------|
| REGULAR CHECKS:     | 2             | 24,000.00      | 0.00      | 24,000.00    |
| HAND CHECKS:        | 0             | 0.00           | 0.00      | 0.00         |
| DRAFTS:             | 0             | 0.00           | 0.00      | 0.00         |
| EFT:                | 0             | 0.00           | 0.00      | 0.00         |
| NON CHECKS:         | 0             | 0.00           | 0.00      | 0.00         |
| VOID CHECKS:        | 0 VOID DEBITS | 0.00           |           |              |
|                     | VOID CREDITS  | 0.00           | 0.00      | 0.00         |

TOTAL ERRORS: 0

|                                    | NO  | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|------------------------------------|-----|----------------|-----------|--------------|
| VENDOR SET: 01 BANK: SPINV TOTALS: | 2   | 24,000.00      | 0.00      | 24,000.00    |
| BANK: SPINV TOTALS:                | 2   | 24,000.00      | 0.00      | 24,000.00    |
| REPORT TOTALS:                     | 105 | 486,421.99     | 0.00      | 486,421.99   |

## SELECTION CRITERIA

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

## CHECK SELECTION

CHECK RANGE: 000000 THRU 999999  
DATE RANGE: 5/15/2023 THRU 5/26/2023  
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
INCLUDE ALL VOIDS: YES  
-----

## PRINT OPTIONS

SEQUENCE: CHECK NUMBER

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



## CITY OF ELKINS AGENDA ITEM REPORT

|                          |                                                                                                       |
|--------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>     | June 1, 2023                                                                                          |
| <b>Section:</b>          | New business                                                                                          |
| <b>Category:</b>         | Resolution                                                                                            |
| <b>Agenda Item Name:</b> | Resolution 1662: Contract for maintenance of city hall flower beds.                                   |
| <b>Recommended By:</b>   |                                                                                                       |
| <b>Summary:</b>          |                                                                                                       |
| <b>Fiscal Impact:</b>    |                                                                                                       |
| <b>Recommendation:</b>   |                                                                                                       |
| <b>Attachments:</b>      | 1. R-1662 - Approving Agreement With Terra Flora Landscaping For Maintenance Of City Hall Flower Beds |

**IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV**

**A RESOLUTION OF COMMON COUNCIL**

(#1662)  
June 1, 2023

---

***Approving Agreement With Terra Flora Landscaping For Maintenance Of  
City Hall Flower Beds and Authorizing Execution of Agreement***

---

**WHEREAS**, The City of Elkins, West Virginia (“City”) has determined to obtain services for the maintenance of flower beds around City Hall; and,

**WHEREAS**, the City has received a proposed Agreement with Terra Flora Landscaping (copy attached) for the provision of such services; and,

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

**NOW, THEREFORE, BE IT RESOLVED, THAT:**

The Elkins Common Council hereby accepts the terms of and authorizes execution of this Agreement with Terra Flora Landscaping by the Mayor on behalf of the City of Elkins, after approval of said Agreement by the City Attorney.

---

Jerry Marco, Mayor

Attest:

---

Sutton R. Stokes, City Clerk

TERRA FLORA LANDSCAPING INC.  
 300 WARD AVE, PO BOX 122  
 ELKINS, WV 26241  
 304-636-2199  
 WWW.TERRAFLORALANDSCAPING.COM

## Quote

|                  |                        |                           |
|------------------|------------------------|---------------------------|
| <b>Customer</b>  | <b>Customer Number</b> | 159                       |
| City of Elkins   | <b>Quote Date</b>      | May 16, 2023              |
| Davis Ave        | <b>Sales Person</b>    | davisterraflora@gmail.com |
| Elkins, WV 26241 | <b>Expiration Date</b> | June 15, 2023             |
|                  | <b>Terms</b>           |                           |
|                  | <b>Proposal Name</b>   | City Hall Building        |
|                  | <b>Project Name</b>    |                           |
|                  | <b>Proposal Number</b> | 2023-863                  |
|                  | <b>Version Number</b>  | 1                         |

### Other

| SKU             | Size/Unit | Description                                                                   | Quantity          | Unit Price | Extended Price    |
|-----------------|-----------|-------------------------------------------------------------------------------|-------------------|------------|-------------------|
| Maintenance     | monthly   | May-June-August-Sept-October                                                  | 5.00              | \$150.00   | \$750.00          |
| Trimming        | July      | Mid Summer Trim and prune-disposal of debris<br>-clean up                     | 1.00              | \$480.00   | \$480.00          |
| Fall            | Nov       | Prune-cut back perennials-clean up leaf litter-disposal<br>of debris-clean up | 1.00              | \$480.00   | \$480.00          |
| <b>Subtotal</b> |           |                                                                               | <b>7.00</b>       |            | <b>\$1,710.00</b> |
|                 |           |                                                                               | <b>Taxable</b>    |            | <b>\$1,710.00</b> |
|                 |           |                                                                               | <b>Tax Exempt</b> |            | <b>\$0.00</b>     |
|                 |           |                                                                               | <b>Tax</b>        |            | <b>\$0.00</b>     |
|                 |           |                                                                               | <b>Total</b>      |            | <b>\$1,710.00</b> |

Contingencies: No guarantee for animal, insect, drought, tenant, or snow plow damage. Contingencies: No guarantee for animal, insect, drought, tenant, or snow plow damage.  
 Homeowners/Busniness is responsible for watering during drought periods  
 All work to be performed is specified in the contract/quote. Additional work will be performed for an additional price with written or verbal consent  
 Job site will be left broom cleaned after work is completed  
 Terra Flora Landscaping Inc. reserves the right to make substitutions using materials similar in size and value  
 Warranty does not take effect until job is complete  
 WV 038595  
 Estimator: Matthew Davis Operations Manager Mobile# 304-614-0658



## CITY OF ELKINS AGENDA ITEM REPORT

|                          |                                                                                                                                               |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>     | June 1, 2023                                                                                                                                  |
| <b>Section:</b>          | New business                                                                                                                                  |
| <b>Category:</b>         | Resolution                                                                                                                                    |
| <b>Agenda Item Name:</b> | Resolution 1661: USDA APHIS Cooperative service agreement                                                                                     |
| <b>Recommended By:</b>   | Operations manager                                                                                                                            |
| <b>Summary:</b>          | Request to renew USDA APHIS Cooperative service agreement for pigeon damage management in response to requests from downtown building owners. |
| <b>Fiscal Impact:</b>    | Not to exceed \$2,699.00 annual cost.                                                                                                         |
| <b>Recommendation:</b>   | Adopt resolution renewing contract for one year.                                                                                              |
| <b>Attachments:</b>      | <ol style="list-style-type: none"><li>1. R-1661 - USDA APHIS contract</li><li>2. City of Elkins FY 23 CSA</li></ol>                           |

**IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV**

**A RESOLUTION OF COMMON COUNCIL**

(#1661)

June 1, 2023

---

***Accepting Conditions of Agreement between United States Department of Agriculture (USDA)  
Animal Plant Health Inspection Service (APHIS) Wildlife Services (WS)  
and the City of Elkins, and Authorizing Execution of Agreement***

---

**WHEREAS**, The City of Elkins, West Virginia (“City”) has previously entered into an agreement with the USDA APHIS WS to obtain services for feral pigeon management; and,

**WHEREAS**, The City has determined to restore these services from the same vendor; and,

**WHEREAS**, the City has received a proposed Agreement with USDA APHIS WS (copy attached) for the provision of such services not to exceed \$2,699; and,

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

**RESOLVED**, that the Elkins Common Council accepts the terms of and authorizes execution of this Agreement with USDA APHIS WS by the Mayor on behalf of the City of Elkins.

---

Jerry A. Marco, Mayor

*Attest:*

---

Jessica R. Sutton, City Clerk

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**CITY OF ELKINS (Cooperator)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1**

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

**ARTICLE 2**

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353. , to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment upon receipt of quarterly bill to "USDA, APHIS". The combined total for this agreement is not to exceed **\$2,699**.
2. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
3. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

**ARTICLE 4**

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

**ARTICLE 5**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

**ARTICLE 6**

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become effective June 02, 2023 and shall continue until June 01, 2024. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:

Cooperator's Tax ID No.: 55-6000170

APHIS-WS's Tax ID: 41-0696271

City of Elkins  
Jerry Marco, Mayor  
401 Davis Avenue  
Elkins, WV. 26241  
(304) 636-1414

USDA-APHIS-Wildlife Services  
John Forbes, State Director  
730 Yokum Street  
Elkins, WV 26241  
(304) 636-1785

\_\_\_\_\_  
Cooperator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
APHIS-WS State Director's Signature

\_\_\_\_\_  
Date

## WORK PLAN

Wildlife Species: Feral pigeons

Description of Damage: Human health and safety, property damage due to feral pigeon droppings.

Location: Elkins, Randolph County, West Virginia

Services Provided: WS will provide a feral pigeon damage management program to minimize the damage to property and reduce the risk to human health and safety created by pigeons. WS will use decoy traps and the restricted use avicide, DRC-1339 Concentrate to minimize the pigeon population. WS will recover all carcasses following an application of DRC-1339 prior to sunrise the following morning. Traps will be monitored regularly to ensure humane treatment of all captive pigeons. All recovered carcasses will be removed from the site and disposed of via deep burial. The above WS activities will be fully coordinated and approved by the West Virginia Division of Natural Resources prior to any operational activities.

**FINANCIAL PLAN**

| <b>Cost Element</b>                                                                                                                                           | <b>Full Cost</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Personnel Compensation                                                                                                                                        | \$ 1,871         |
| Vehicles                                                                                                                                                      | \$ 131           |
| Supplies and Equipment                                                                                                                                        | \$ 121           |
| Subtotal (Direct Charges)                                                                                                                                     | \$ 2,123         |
|                                                                                                                                                               |                  |
| Pooled Job Costs                                                                                                                                              | \$ 2234          |
| Indirect Costs                                                                                                                                                | \$ 343           |
| Agreement Total                                                                                                                                               | \$ 2,699         |
| The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: <b>\$2,699</b> |                  |

## Financial Point of Contact/Billing Address:

Melody Himes, Operations Assistant

Lisa Layne, Budget Analyst

City of Elkins  
 401 Davis Avenue  
 Elkins, WV 26505

USDA, APHIS, WS  
 730 Yokum St.  
 Elkins, WV 26241

[mhimes@cityofelkinswv.com](mailto:mhimes@cityofelkinswv.com)  
 (304) 636-1414 ext. 1433

[lisa.a.layne@usda.gov](mailto:lisa.a.layne@usda.gov)  
 (304) 636-1785 ext. 23



## CITY OF ELKINS AGENDA ITEM REPORT

|                          |                                                                                                                                                                                                   |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>     | June 1, 2023                                                                                                                                                                                      |
| <b>Section:</b>          | New business                                                                                                                                                                                      |
| <b>Category:</b>         | Ordinance                                                                                                                                                                                         |
| <b>Agenda Item Name:</b> | Ordinance 316: An Ordinance of the Common Council of Elkins, West Virginia Amending and Re-Enacting City Code, Chapter 90: Animals (first of two readings)                                        |
| <b>Recommended By:</b>   | Rules & Ordinances Committee                                                                                                                                                                      |
| <b>Summary:</b>          | See attached memo from the city attorney.                                                                                                                                                         |
| <b>Fiscal Impact:</b>    | n/a                                                                                                                                                                                               |
| <b>Recommendation:</b>   | Approve the ordinance on the first of two readings.                                                                                                                                               |
| <b>Attachments:</b>      | <ol style="list-style-type: none"><li>1. Memo for Chapter 90 Animals</li><li>2. Ordinance 316 Chapter 90 Animals (proposed change)</li><li>3. Current city code on animals (Chapter 90)</li></ol> |

# MEMO

**TO:** Mayor Marco and Council

**FROM:** Geraldine S. Roberts

**RE:** Ordinance 316-Chapter 90: Animals

**DATE:** May 31, 2023

---

The Rules and Ordinances Committee has spent several months working on a complete review of City Code Chapter 90: Animals to determine what if any changes were needed. It all started when the section of this Chapter dealing with barking dogs was amended by passing an ordinance for a revised section in November, 2022. There were sections of this Chapter that were not enforceable as written and that frankly did not fit the reality of what resources the City had available to enforce some sections. I provided the Committee with copies of eight other cities' code provisions which dealt with animals for the Committee's review and consideration. Ordinance 316 is a comprehensive overhaul of Chapter 90 by the Committee with substantial input from Chief Bennett and Tina Vial of the Randolph County Humane Society. Judge Jones was also consulted about the enforcement sections that would be handled by Municipal Court. Ordinance 316 is the culmination of that hard work. I have attached a copy of the current Chapter 90 so that you can see what has been done to make this Chapter enforceable, to amend sections for clarity and to eliminate sections that were unnecessary and/or confusing. As always if you have any questions, please let me know.

cc: Chief Bennett  
Sutton Stokes

## ORDINANCE 316

### AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKINS, WEST VIRGINIA, AMENDING AND RE-ENACTING CITY CODE, CHAPTER 90: ANIMALS

**WHEREAS**, the Common Council of the City of Elkins, West Virginia previously adopted ordinances which are codified and reflected in City Code, Chapter 90: Animals; and

**WHEREAS**, subsequent to the passages of these ordinances, it has become apparent that certain provisions of the City Code, Chapter 90: Animals needed to be changed and amended to reflect changes in State law and for enforceability issues; and

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

**NOW, THEREFORE**, be it Ordained and Enacted by the Common Council that City Code, Chapter 90: Animals be amended and shall read as follows:

#### CHAPTER 90: ANIMALS

##### Section

##### General Provisions

##### 90.01 Definitions

##### 90.02 Keeping of livestock and fowl

##### 90.03 Cruelty

##### 90.04 Birds and wild fowl

##### 90.05 Disposal of dead animals

##### 90.06 Staking cows or other animals on streets or property of another

##### 90.07 Slaughtering

##### 90.08 Animals running at large

##### 90.09 Tethering

##### 90.10 Barking, Howling or Squalling Dogs, Cats or Other Animals

90.11 Procedure on complaint of an animal that is vicious, dangerous or infected with a potentially harmful communicable disease.

## Impoundment

90.12 Enforcement and State Law applicable

## Waterfowl

90.13 Purpose and intent

90.14 Prohibited acts

90.99 Penalty

## Cross-reference:

Animals on sidewalks, see § 93.004

Disposition of carcasses generally, see § 91.021

## Statutory reference:

Authority of city to regulate or prohibit the keeping of animals and fowl, see W.Va. Code § 8-12-5(26)

Diseases among domestic animals, see W.Va. Code §§ 19-9-1 et seq.

General stock law, see W.Va. Code §§ 19-18-1 et seq.

## GENERAL PROVISIONS

### §90.01 DEFINITIONS

1) “Dangerous wild animal” means a mammal, bird, reptile, amphibian or aquatic animal, including a hybrid, that is dangerous to humans, other animals or the environment due to its inherent nature and capability to do significant harm. “Wildlife,” as defined by section two, article one, chapter twenty of this code, “livestock,” as defined in section two, article ten-b, chapter nineteen of this code, and “domestic animals,” as defined in this section, are excluded.

2) "Domestic animal" means an animal which, through extremely long association with humans, has been bred to a degree which has resulted in genetic changes affecting the temperament, color, conformation or other attributes of the species to an extent that makes it unique and distinguishable from a wild individual of its species, and includes an animal that has been bred as a companion animal.

3) "Enforcement Officer" means any person authorized by this Chapter or State Law to enforce the provisions hereof, or of State law and specifically including any officer of the City of Elkins Police Department.

4) "Feed or feeding" means to place or deposit, scatter or distribute any type of food or sustenance with the intention of feeding, attracting or enticing waterfowl, both migrating and domestic.

5) "Fowl" means any chicken, duck, goose, turkey, guinea fowl or pigeon.

6) "Livestock" means any hog, pig, goat, cow, horse, pony, emu, alpaca or other hoofed animal.

7) "Migratory waterfowl" includes those species of birds commonly known as ducks, geese, swans and other waterfowl falling under the jurisdiction of the United States Fish and Wildlife Service.

#### § 90.02 KEEPING OF LIVESTOCK AND FOWL AND DANGEROUS WILD ANIMALS

No person shall keep any livestock or dangerous wild animals within the City. This section shall not apply to hogs or pigs kept at commercial stock yards to be sold at auction.

No person shall keep any fowl within the City except as provided for in the zoning ordinance Section 152.180.

#### § 90.03 CRUELTY, POISONING AND INJURY TO ANIMALS

No person within the city shall cruelly or needlessly beat, torture, mutilate, kill, overload or overdrive any domestic animal or fowl, nor willfully deprive any domestic animal or fowl of necessary sustenance or shelter. All provisions of the West Virginia Code that are applicable to and within the City are hereby adopted by reference.

(1991 Code, § 4-5) Penalty, see § 90.99

Statutory reference:

Authority of Council to enact this section, see W.Va. Code § 8-12-5(27)

Malicious killing of, and cruelty to, animals, see W.Va. Code §§ 61-3-27, 61-8-19

No poisoned meat nor any poisonous substance shall be cast into any of the streets, public places, lots or buildings in the city for the purpose of destroying dogs or other animals.

(1991 Code, § 4-6) Penalty, see § 90.99

Statutory reference:

Malicious killing of animals by poison or otherwise, see W.Va. Code § 61-3-27

#### § 90.04 BIRDS AND WILD FOWL

No person shall, at any time, kill or injure any wild bird of any kind or injure or destroy the nests or eggs of any wild bird or fowl, except, that birds of prey, crows and English sparrows may be killed at any time and their nests and eggs may be destroyed; provided, that if under the law of the state it is at any time lawful to catch or kill any wild fowl or birds, such birds or fowl may, during such time, be caught or killed within the city or if such action is taken pursuant to a state or federal sanctioned programs.

(1991 Code, § 4-7) Penalty, see § 90.99

Statutory reference:

Definitions as to game birds, protected birds and unprotected birds, see W.Va. Code § 20-1-2

Hunting and killing of birds generally, see W.Va. Code §§ 20-2-1 et seq.

#### § 90.05 DISPOSAL OF DEAD ANIMALS.

The procedure upon finding the carcass of a dead animal within the City shall immediately contact the Enforcement Officer and state the location thereof. If it is a domestic animal, the Enforcement Officer shall attempt to contact the owner. If the owner is not known, or if it is not a domestic animal, the Enforcement Officer shall notify the Operations Department and the dead animal will be removed and disposed of by the Streets Department. If the dead animal is located on the property of the owner, the owner shall be responsible for the removal and disposal of the dead animal in an appropriate manner.

#### § 90.06 HITCHING OR STAKING ANIMALS ON STREETS OR PROPERTY OF ANOTHER.

It shall be unlawful for any person to stake out any animal on the property of another without such property owner's consent, or upon any street or public place in the city or upon property belonging to the city.

(1991 Code, § 4-10) Penalty, see § 90.99

#### § 90.07 SLAUGHTERING.

No person shall keep any slaughterhouse or slaughter any animals within the City.

(1991 Code, § 4-12) Penalty, see § 90.99

#### § 90.08 ANIMALS RUNNING AT LARGE

(A) Any person who owns, keeps or harbors animal within the city shall keep such animal confined to the premises owned or occupied by him or her and shall not permit such animal to run at large; provided, that animal shall not be deemed to be at large when held on leash by and under the control of a responsible person.

(B) It shall be unlawful for any owner or person in control of an animal to:

(1) Knowingly or willfully allow his or her animal to defecate on private property of other persons without their consent or the consent of persons having control of the premises; and

(2) Knowingly or willfully allow his or her animal to defecate on public property; except that defecation by an animal on public property shall not constitute a violation of this section if the owner of the animal immediately removes the material defecated and disposes of it in a safe and sanitary manner.

(3) Knowingly or willfully fail to periodically, properly and completely collect and dispose of any and all animal fecal excrement accumulating upon the premises of such owner. Detection of odor from the animal fecal excrement which constitutes a nuisance as determined by an Enforcement Officer from any neighboring property shall be deemed to be prima facie evidence of such, animal's owner or other persons failure to abide by this section and shall be subject to penalties under this Chapter.

(1991 Code, § 4-17) (Ord. passed 3-2-1972; Ord. passed 5-5-1994) Penalty, see § 90.99

#### § 90.09 TETHERING.

(A) No person shall tether an animal

(1) When the outside temperature, as measured on site by the Enforcement Officer, is equal to or greater than 90°F or equal to or less than 20°F;

(2) In such a manner as to cause injury, strangulation or entanglement on fences, trees or other human-made or natural obstacles;

(3) For a continuous period of time; or

(4) That is sick or injured.

(B) Animals may be restrained by means of a trolley system, or a tether attached to a pulley on a cable run, if the following conditions are met.

(1) Only one animal may be tethered to each cable run.

(2) The tether must be attached to a properly fitting collar or harness worn by the animal, with enough room between the collar and the animal's throat through which two fingers may fit. Choke collars and pinch collars are prohibited for purposes of tethering a dog to a cable run. There must be a swivel on at least one end of the tether to minimize tangling of the tether with stoppers on either side of the cable to ensure the animal is not able to entangle himself or herself.

(3) The tether and cable run must be of adequate size and strength to effectively restrain the animal. The size and weight of the tether must not be excessive, as determined by the Enforcement Officer, considering the age, size and health of the animal.

(4) The length of the tether from the cable run to the animal's collar should allow access to the maximum available exercise area and should allow continuous access to water and shelter. The trolley system must be of appropriate configuration to confine the animal to the owner's property, to prevent the tether from extending over an object or an edge that could result in injury or strangulation, and to prevent the tether from becoming tangled with other objects or animals. The tether must be long enough for the animal to move around or be able to urinate or defecate in an area separate from where it must eat, drink or lie down and allows the animal convenient access to food, water, dry ground or shelter. No vegetation or obstacles can restrict the movement of the animal on the tether.

(C) (1) All tethered animals must have access to shelter which is defined as any natural or artificial area which provides protection from the direct sunlight when that sunlight is likely to cause heat exhaustion. Metal barrels as well as any uninsulated metal structures are prohibited for use as shelter.

(2) Animal shelter shall be a wind-proof and moisture-proof structure and shall include four walls, a roof, a door flap for winter and a solid floor raised off the ground, containing a sufficient quantity of suitable dry bedding material.

(3) The containment area of any shelter shall be free of accumulated debris so that the animal shall be free to walk or lie down without coming in contact with any such waste or debris. A suitable method of draining shall be provided to eliminate excess water or moisture inside the shelter.

(Ord. 086, passed 12-4-2008) Penalty, see § 90.99

## § 90.10 BARKING OR HOWLING.

No person shall keep or harbor any dog, cat or other animal within the City which, by frequent and habitual barking, howling, yelping, crying or squalling creates unreasonably loud and disturbing noises of such character, intensity and duration as to disturb the peace, quiet and good order of the City. Any person who shall allow any dog, cat or other animal habitually to remain, be lodged or fed within any dwelling, building, yard or enclosure which he occupies or owns, shall be considered as harboring such dog, cat or other animal. Any person in violation of this section shall, upon conviction, be fined in accordance with City Code §90.99(D).

(1991 Code, § 4-18) (Ord. passed 11-19-1970) (Ord. passed 11-3-2022 ) Penalty, see § 90.99

## § 90.11 PROCEDURE ON COMPLAINT OF AN ANIMAL THAT IS VICIOUS, DANGEROUS OR INFECTED WITH A POTENTIALLY HARMFUL COMMUNICABLE DISEASE.

Procedure upon complaint that an animal is vicious, dangerous or infected with a potentially harmful communicable disease shall be as follows.

(A) (1) Upon complaint to the Judge of the Municipal Court of the city, that an animal is vicious or dangerous, as defined in division (B) below, or infected with a potentially harmful communicable disease, it shall be the duty of the Judge to immediately summon the owner or keeper of the animal to answer the complaint.

(2) In the instance of a complaint of an animal infected with a potentially harmful communicable disease, the Judge shall immediately notify the owner or keeper of such allegedly infected animal that such animal be exposed to any public place whereby the health of humans or animal may be affected; nor shall such animal be shipped or removed from the premises of the owner or keeper of such animal except under the supervision of the Enforcement Officer of the city. The Judge may order proper testing be completed on the alleged infected animal, by a licensed veterinarian, to determine if the animal is in fact infected with a potentially harmful communicable disease.

(3) If upon hearing, the Judge finds that such animal is vicious, dangerous or infected with a potentially harmful communicable disease, he or she may order a fine or may order the animal a menace to public safety and order the animal be destroyed to prevent injury and/or death to the public, The destruction of said animal shall occur immediately, absent a stay of such destruction pending appeal.

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

DANGEROUS or VICIOUS. Refers to and includes any animal:

(a) With a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or other domestic animals; or

(b) Which attacks human beings or other domestic animals without provocation.

(C) Upon finding of the Judge of the Municipal Court that an animal is vicious, dangerous or infected with a potentially harmful communicable disease, and ordered destroyed, the owner or keeper of such animal shall be liable for all costs incurred by the city, associated with said owner's or keeper of the animal's prosecution under this section.

(D) Upon finding of the Judge of the Municipal Court that an animal is vicious, dangerous or infected with a potentially harmful communicable disease, and ordered destroyed, and if the owner or keeper of said animal appeals the Municipal Court Judges' ruling, said animal shall be impounded, at the cost and expense of the animal's owner or keeper, until such appeal hearing is concluded. If the owner or keeper of such animal fails to pay the costs and expenses within ten days, the animal shall be deemed surrendered.

(Ord. 104, passed 8-6-2009) Penalty, see § 90.99

## IMPOUNDMENT

### § 90.12 ENFORCEMENT AND STATE LAW APPLICABLE

The provisions of this Chapter shall be administered and enforced by the Enforcement Officer. For these purposes, the Enforcement Officer shall have and exercise such powers as may be reasonably necessary, including those specified for humane officers of counties in West Virginia Code Chapter 7, Article 10 and all provisions of West Virginia Code Chapter 7, Article 10 which are applicable to and within the City are hereby adopted by reference.

## WATERFOWL

### § 90.13 PURPOSE AND INTENT.

It is the purpose and the intent of this subchapter to protect the health, safety and welfare of the community and its waterfowl, both migratory and domestic. It is further the purpose of this subchapter to control the feeding of waterfowl, both migratory and domestic.

(Ord. 121, passed 1-20-2011)

### § 90.14 PROHIBITED ACTS.

No person shall feed, cause or permit the feeding of waterfowl, domestic or migratory, within the corporate limits of the City.

(Ord. 121, passed 1-20-2011) Penalty, see § 90.99

§ 90.99 PENALTY.

(A) Any person violating any provision of this Chapter, for which no other penalty is provided, shall be subject to the penalty provisions of § 10.99.

(1991 Code, § 4-2)

(B) Any owner or keeper of an animal who violates § 90.11, and whose animal is not ordered destroyed, shall be fined an amount set forth by Council from time to time, and ordered to pay court costs.

(C) (1) Any person caught violating § 90.09 in the first instance shall be given a warning, stating what section of the city code he or she is violating and how to comply with the violated section. The person shall be subject to a follow-up visit by the Enforcement Officer, at a later time that is adequate to allow the person to correct the violation, to determine if the person is in compliance with said City Code section.

(2) Any person caught violating § 90.09 after being given a warning as specified in division (C)(1) above is guilty of a misdemeanor and, upon conviction thereof, shall be fined an amount set forth by Council from time to time or confined in jail not more than 30 days, or both.

(3) Any person convicted of a violation of § 90.09 forfeits his or her interests in any animal and all interest in the animal vests in the Randolph County Humane Society and is responsible for any costs incurred by the Randolph County Humane Society as a result.

(4) The Enforcement Officer may exercise discretion in citing violators pursuant to § 90.09. In determining whether to cite under § 90.09, the Enforcement Officer shall consider the overall condition of the dog, and whether the alleged violator is in substantial compliance with § 90.09.

(D) The owner of any animal in violation of § 90.10 shall, upon conviction of such violation, be fined an amount set forth by Council from time to time.

(1991 Code, § 4-18)

(E) Any person or persons violating any provision of §§ 90.13 through 90.14 shall, upon conviction thereof, pay a fine of an amount set forth by Council from time to time per offense, together with the costs of said prosecution. Upon conviction of any subsequent offense under the provisions of §§ 90.13 through 90.14, the person or persons shall pay a fine of an amount set forth by Council from time to time per offense, together with the costs of said prosecution. Each day such violation continues shall constitute a separate offense.

(Ord. passed 11-19-1970; Ord. 086, passed 12-4-2008; Ord. 104, passed 8-6-2009; Ord. 121, passed 1-20-2011)

This Ordinance shall become effective upon passage.

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

PASSED AND APPROVED ON FIRST READING: \_\_\_\_\_, 2023.

PASSED AND APPROVED ON SECOND AND FINAL READING THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2023.

CITY OF ELKINS, WEST VIRGINIA

\_\_\_\_\_  
Jerry A. Marco, Mayor

Attest:

\_\_\_\_\_  
Sutton Stokes, City Clerk

## CHAPTER 90: ANIMALS

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### Section

#### ***General Provisions***

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- 90.02 Structures, enclosures and the like where animals or fowl are kept
- 90.03 Certain animals running at large
- 90.04 Hitching and the like
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- 90.65 Purpose and intent
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#### ***Cross-reference:***

*Animals on sidewalks, see § 93.004*

*Disposition of carcasses generally, see § 91.021*

**Statutory reference:**

*Authority of city to regulate or prohibit the keeping of animals and fowl, see W.Va. Code § 8-12-5(26)*

*Diseases among domestic animals, see W.Va. Code §§ 19-9-1 et seq.*

*General stock law, see W.Va. Code §§ 19-18-1 et seq.*

## **GENERAL PROVISIONS**

### **§ 90.01 KEEPING OF HOGS OR PIGS.**

No person shall keep any hog or pig within the city. This section shall not apply to hogs or pigs kept at commercial stock yards, to be sold at auction.

(1991 Code, § 4-1) (Ord. passed 12-1-1949) Penalty, see § 90.99

### **§ 90.02 STRUCTURES, ENCLOSURES AND THE LIKE WHERE ANIMALS OR FOWL ARE KEPT.**

(A) It shall be unlawful for any person to erect or maintain any poultry house, cowshed or cattle pen within 20 feet of any street in the city, or to erect or maintain such house, shed or pen at any place within the city, although more than 20 feet from any street, if such structure is an annoyance to any person rightfully using his or her property within the city and in no event shall any such structure be erected unless the person responsible therefor has obtained a permit therefor from the Council, and the granting of such permit shall not deprive the Council of the right to require that the structure be removed if it proves to be an annoyance to any person rightfully using his or her own property within the city.

(B) (1) Each stable, shed, pen, coop and other structure, enclosure or place where any animal or fowl is kept shall be so located and of such construction as to have sufficient sanitary drainage to keep it dry at all times.

(2) It shall be the duty of each person owning, harboring or keeping any animal or fowl to maintain such enclosure or other place where such animal or fowl is kept in a clean and sanitary condition at all times, free of any unwholesome or offensive substance, liquid or odor and in such condition as not to constitute a nuisance.

(1991 Code, § 4-2) Penalty, see § 90.99

**Statutory reference:**

*For similar provisions of general state law, see W.Va. Code § 8-12-5(13)*

### **§ 90.03 CERTAIN ANIMALS RUNNING AT LARGE.**

It shall be unlawful for any person to permit any horse, pony, mule, jack, jennet, swine, cow, cattle, hog, pig, shoat, goat, livestock, poultry or other fowl which is within his or her custody or under his or her control to run at large within the city; and any such animal or fowl found at large within the city may be taken up and impounded, as provided by this chapter.

(1991 Code, § 4-3) (Ord. passed 3-2-1972) Penalty, see § 90.99

### **§ 90.04 HITCHING AND THE LIKE.**

No person shall leave any horse or other animal standing without being securely hitched or fastened, unless left in the custody of some competent person.

(1991 Code, § 4-4) Penalty, see § 90.99

### **§ 90.05 CRUELTY.**

No person within the city shall cruelly or needlessly beat, torture, mutilate, kill, overload or overdrive any domestic animal or fowl, nor willfully deprive any domestic animal or fowl of necessary sustenance or shelter.

(1991 Code, § 4-5) Penalty, see § 90.99

**Statutory reference:**

*Authority of Council to enact this section, see W.Va. Code § 8-12-5(27)*

*Malicious killing of, and cruelty to, animals, see W.Va. Code §§ 61-3-27, 61-8-19*

### **§ 90.06 POISONING.**

No poisoned meat nor any poisonous substance shall be cast into any of the streets, public places, lots or buildings in the city for the purpose of destroying dogs or other animals.

(1991 Code, § 4-6) Penalty, see § 90.99

**Statutory reference:**

*Malicious killing of animals by poison or otherwise, see W.Va. Code § 61-3-27*

## **§ 90.07 BIRDS AND WILD FOWL.**

No person shall, at any time, kill or injure any wild bird of any kind or injure or destroy the nests or eggs of any wild bird or fowl, except, that birds of prey, crows and English sparrows may be killed at any time and their nests and eggs may be destroyed; provided, that if under the law of the state it is at any time lawful to catch or kill any wild fowl or birds, such birds or fowl may, during such time, be caught or killed within the city.

(1991 Code, § 4-7) Penalty, see § 90.99

### **Statutory reference:**

*Definitions as to game birds, protected birds and unprotected birds, see W.Va. Code § 20-1-2*

*Hunting and killing of birds generally, see W.Va. Code §§ 20-2-1 et seq.*

## **§ 90.08 FIGHTING GAMECOCKS OR KEEPING COCKPITS.**

No person shall keep any cockpit or cause any gamecocks to fight, or knowingly permit any such act to be done on his or her premises.

(1991 Code, § 4-8) Penalty, see § 90.99

### **Statutory reference:**

*For state law prohibiting cockfighting, and penalty for violation, see W.Va. Code § 61-8-19*

## **§ 90.09 DISPOSAL OF DEAD ANIMALS.**

Any person knowing of the existence of or finding the carcass of a dead animal within the city shall immediately notify the Mayor, Chief of Police or a police officer thereof and state the location thereof. It shall be the duty of such officer to immediately notify the owner of such animal, if such owner be known. If such owner is not known, it shall be the duty of the Chief of Police to burn or remove such carcass beyond the city as soon as is practicable and to bury it, at least three feet deep, at the expense of the city. If the owner of such animal is thereafter ascertained, the reasonable expense of the removal and burial thereof shall be paid by such owner to the City Collector and Treasurer. It shall be the duty of the Chief of Police, where the owner of such dead animal is known, to make out an itemized statement of the expenses of the removal and burial of such dead animal and deliver such account to the City Collector and Treasurer to be collected by him or her as city taxes are collected. If the owner of such dead animal is not known, the Chief of Police shall report an itemized account of the expenses of the removal and burial of such animal to the Council, to be allowed and paid out of the city treasury.

(1991 Code, § 4-9)

## **§ 90.10 STAKING COWS OR OTHER ANIMALS ON STREETS OR PROPERTY OF ANOTHER.**

It shall be unlawful for any person to stake out any cow or other animal on the property of another without such property owner's consent, or upon any street or public place in the city or upon property belonging to the city and, in all cases, it shall be unlawful to stake any cow or other animal in any place when such placement is to the annoyance of another.

(1991 Code, § 4-10) Penalty, see § 90.99

## **§ 90.11 EXHIBITING STALLION, JACK OR BULL.**

No person shall exhibit any stallion, jack or bull upon any street, public park or in any public square, nor within sight of any residence within the city.

(1991 Code, § 4-11) Penalty, see § 90.99

## **§ 90.12 SLAUGHTERING.**

No person shall, without the consent of the Council, keep any slaughterhouse or slaughter any animals within the city.

(1991 Code, § 4-12) Penalty, see § 90.99

## **§ 90.13 ADMINISTRATION AND ENFORCEMENT OF CHAPTER; HUMANE OFFICER; STATE LAW APPLICABLE.**

The provisions of this chapter shall be administered and enforced by a City Humane Officer, who shall be appointed by the Council. For these purposes, the City Humane Officer shall have and exercise such powers as may be reasonably necessary, including those specified for humane officers of counties in W.Va. Code Ch. 7, Art. 10; and all provisions of W.Va. Code Ch. 7, Art. 10 which are applicable to and within the city are hereby adopted.

(1991 Code, § 4-13) (Ord. passed 3-2-1972)

### **Statutory reference:**

*Authority of Council, by ordinance, to determine and prescribe offices which are to be filled by appointment, powers and duties and the like, see W.Va. Code § 8-5-11*

## **§ 90.14 PROCEDURE ON COMPLAINT OF AN ANIMAL THAT IS VICIOUS, DANGEROUS OR INFECTED WITH A**

## POTENTIALLY HARMFUL COMMUNICABLE DISEASE.

Procedure upon complaint that an animal is vicious, dangerous or infected with a potentially harmful communicable disease shall be as follows.

(A) (1) Upon complaint to the Judge of the Municipal Court of the city, that an animal is vicious or dangerous, as defined in division (B) below, or infected with a potentially harmful communicable disease, it shall be the duty of the Judge to immediately summon the owner or keeper of the animal to answer the complaint.

(2) In the instance of a complaint of an animal infected with a potentially harmful communicable disease, the Judge shall immediately notify the owner or keeper of such allegedly infected animal that such animal is not allowed to run at large, or to be exposed to any public place whereby the health of humans or animal may be affected; nor shall such animal be shipped or removed from the premises of the owner or keeper of such animal except under the supervision of the Animal Control Officer of the city. The Judge may order proper testing be completed on the alleged infected animal, by a licensed veterinarian, to determine if the animal is in fact infected with a potentially harmful communicable disease.

(3) If upon hearing, the Judge finds that such animal is vicious, dangerous or infected with a potentially harmful communicable disease, he or she may order a fine or may order the animal a menace to public safety and order the animal be destroyed to prevent injury and/or death to the public. The destruction of said animal shall occur immediately, absent a stay of such destruction pending appeal.

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

**DANGEROUS or VICIOUS.** Refers to and includes any animal:

(a) With a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or other domestic animals; or

(b) Which attacks human beings or other domestic animals without provocation.

(C) Upon finding of the Judge of the Municipal Court that an animal is vicious, dangerous or infected with a potentially harmful communicable disease, and ordered destroyed, the owner or keeper of such animal shall be liable for all costs incurred by the city, associated with said owner's or keeper of the animal's prosecution under this section.

(D) Upon finding of the Judge of the Municipal Court that an animal is vicious, dangerous or infected with a potentially harmful communicable disease, and ordered destroyed, and if the owner or keeper of said animal appeals the Municipal Court Judges' ruling, said animal shall be impounded, at the cost and expense of the animal's owner or keeper, until such appeal hearing is concluded.

(Ord. 104, passed 8-6-2009) Penalty, see § 90.99

## DOGS

### § 90.25 DEFINITION.

For the purposes of this subchapter, the term **DOG** shall mean a dog of either sex, unless otherwise specified.

(1991 Code, § 4-14)

#### **Statutory reference:**

*Authority of city to regulate or prohibit the keeping of dogs, see W.Va. Code § 8-12-5(26)*

*Dogs generally, see W.Va. Code §§ 19-20-1 et seq.*

*Required vaccination of dogs for rabies, see W.Va. Code §§ 19-20A-1 et seq.*

### § 90.26 ANNUAL HEAD TAX; IMPOSED; DUTY OF KEEPERS TO REPORT TO COUNTY ASSESSOR; DOG TAGS.

(A) There is hereby imposed an annual head tax of an amount set forth by Council from time to time on each dog, male or female, within the city, which tax the County Assessor and his or her deputies, at the time they are making assessment of the personal property within the county, shall assess and collect from the owner, keeper or person having in his or her possession or allowing to remain on any premises under his or her control any dog above the age of six months. It shall be the duty of each owner, keeper or harbinger of any dog above the age of six months to report such dog to the County Assessor at the time the annual assessment of personal property is made.

(B) At the same time as the head tax is assessed, the Assessor and his or her deputies shall, on forms prescribed under W.Va. Code § 19-20-4, take down the age, sex, color, character of hair (long or short) and breed (if known) and the name and address of the owner, keeper or harbinger thereof. When the head tax is paid, the officer to whom payment is made shall issue a certificate of registration and a registration tag for such dog. The person reporting such dog to the County Assessor shall then attach to the collar of each such dog the proper registration tag and retain within his or her possession the certificate of registration for each such dog.

(C) In addition to the assessment and registration above provided for, whenever a dog either is acquired or becomes six months of age after the assessment of the personal property of the owner, keeper or harbinger thereof, the owner, keeper or

harborer of such dog shall, within ten days after the acquisition or maturation, register such dog with the Assessor and pay the head tax thereon unless the prior owner, keeper or harborer paid the head tax.

(D) The annual head tax on dogs imposed under division (A) above shall be for a fiscal year ending June 30.

(E) The Assessor collecting the head tax on dogs shall be allowed a commission of an amount set forth by Council from time to time upon all such taxes collected by him or her, and shall turn over to the City Collector and Treasurer an amount set forth by Council from time to time of the taxes levied hereunder and collected by him or her.

(1991 Code, § 4-15) (Ord. passed 9-3-1981)

**Statutory reference:**

*Authority of city to impose head tax on domestic animals, see W.Va. Code § 8-13-10*

*Duty of County Assessor to collect municipal head taxes on dogs and turn over proceeds, less commission, to municipal treasuries, and to issue dog registration tags and certificates, see W.Va. Code § 19-20-2*

*Required anti-rabies vaccination of dogs, see W.Va. Code §§ 19-20A-1 et seq.*

**§ 90.27 ANNUAL HEAD TAX; FAILURE TO PAY.**

Any person owning, keeping or maintaining a dog within the city limits who fails to pay a head tax thereon, whether or not the tax is demanded by the County Assessor, may be arrested and brought before the Municipal Court and fined an amount set forth by Council from time to time for each dog, which fine shall be in payment of the head tax for such dog for the fiscal year in which the fine may be enforced.

(1991 Code, § 4-16)

**§ 90.28 RUNNING AT LARGE.**

(A) Any person who owns, keeps or harbors a dog within the city shall keep such dog confined to the premises owned or occupied by him or her and shall not permit such dog to run at large; provided, that a dog shall not be deemed to be at large when held on leash by and under the control of a responsible person, and a currently valid registration tag and currently valid vaccination tag displayed on the collar of such dog, as provided by W.Va. Code § 19-20A-4.

(B) It shall be unlawful for any owner or person in control of a dog to:

(1) Knowingly or willfully allow his or her dog to defecate on private property of other persons without their consent or the consent of persons having control of the premises; and

(2) Knowingly or willfully allow his or her dog to defecate on public property; except that defecation by a dog on public property shall not constitute a violation of this section if the owner of the dog immediately removes the material defecated and disposes of it in a safe and sanitary manner.

(1991 Code, § 4-17) (Ord. passed 3-2-1972; Ord. passed 5-5-1994) Penalty, see § 90.99

**§ 90.29 TETHERING.**

(A) No person shall tether a dog:

(1) When the outside temperature, as measured on site by the Animal Services Officer, is equal to or greater than 90°F or equal to or less than 20°F;

(2) In such a manner as to cause injury, strangulation or entanglement of the dog on fences, trees or other human-made or natural obstacles;

(3) For a continuous period of time, if the dog is under six months of age; or

(4) That is sick or injured.

(B) Dogs may be restrained by means of a trolley system, or a tether attached to a pulley on a cable run, if the following conditions are met.

(1) Only a dog may be tethered to each cable run.

(2) The tether must be attached to a properly fitting collar or harness worn by the dog, with enough room between the collar and the dog's throat through which two fingers may fit. Choke collars and pinch collars are prohibited for purposes of tethering a dog to a cable run. There must be a swivel on at least one end of the tether to minimize tangling of the tether with stoppers on either side of the cable to ensure the dog is not able to entangle himself or herself.

(3) The tether and cable run must be of adequate size and strength to effectively restrain the dog. The size and weight of the tether must not be excessive, as determined by the Animal Services Officer, considering the age, size and health of the dog.

(4) The cable run must be at least ten feet in length and mounted at least four feet and no more than seven feet above ground level, taking into account uneven ground.

(5) The length of the tether from the cable run to the dog's collar should allow access to the maximum available exercise area and should allow continuous access to water and shelter. The trolley system must be of appropriate configuration to confine the dog to the owner's property, to prevent the tether from extending over an object or an edge that could result in injury or strangulation of the dog, and to prevent the tether from becoming tangled with other objects or animals. The tether must be long enough for the animal to move around or be able to urinate or defecate in an area separate from where it must eat, drink or lie down and allows the animal convenient access to food, water, dry ground or shelter. No vegetation or obstacles can restrict the movement of the dog on the tether.

(C) (1) All tethered animals must have a **DOG HOUSE** which is defined as any natural or artificial area which provides protection from the direct sunlight when that sunlight is likely to cause heat exhaustion of a dog tied or kenneled outside. Metal barrels as well as any uninsulated metal structures are prohibited for use as a dog house.

(2) A dog house shall be a wind-proof and moisture-proof structure and shall include four walls, a roof, a door flap for winter and a solid floor raised off the ground, containing a sufficient quantity of suitable dry bedding material.

(3) The containment area of any dog house shall be free of accumulated debris so that the animal shall be free to walk or lie down without coming in contact with any such waste or debris. A suitable method of draining shall be provided to eliminate excess water or moisture inside the dog house.

(4) (a) A dog house shall have an entrance large enough to allow access to the dog, have an area within the dog house to afford the dog the ability to stand up, turn around and lie down, and be of proportionate size as to allow the natural body heat of the dog to be retained. Recommended dog house size specifications are:

|                                                         |
|---------------------------------------------------------|
| Depth = dog's length + 12 inches                        |
| Width = dog's length + 18 inches                        |
| Height = dog's height at the top of its head + 4 inches |

(b) If kenneled, the kennel shall measure a minimum of 100 square feet per dog enclosure with the dog house specifications listed above.

(Ord. 086, passed 12-4-2008) Penalty, see § 90.99

### § 90.30 BARKING, HOWLING OR SQUALLING DOGS, CATS OR OTHER ANIMALS.

No person shall keep or harbor any dog, cat or other animal within the city which, by frequent and habitual barking, howling, yelping, crying or squalling creates unreasonably loud and disturbing noises of such character, intensity and duration as to disturb the peace, quiet and good order of the city. Any person who shall allow any dog, cat or other animal habitually to remain, be lodged or fed within any dwelling, building, yard or enclosure which he or she occupies or owns, shall be considered as harboring such dog, cat or other animal. Any person in violation of this section shall, upon conviction, be fined in accordance with City Code § 90.99(E).

(Ord. 307, passed 11-3-2022)

## IMPOUNDMENT

### § 90.45 CONDITIONS; PROCEDURE; ALTERNATIVE PROCEDURE.

Any animal or fowl found at large within the city contrary to any provision of this chapter shall be considered abandoned and may be taken up by the City Humane Officer or, upon his or her request, by any city police officer, and impounded at a place designated for such purpose by the Council or by the Mayor; provided, that if an animal found at large in violation of this chapter is rabid, vicious or otherwise constitutes a danger to human life or limb, the officer may destroy such animal by shooting if it cannot safely be captured and made secure; and provided further, that when the ownership of such animal or fowl is known to the officer and the animal or fowl is not rabid or vicious and does not otherwise constitute a danger to human life or limb, the officer may, in lieu of impounding such animal or fowl, notify the owner thereof to retrieve it promptly and confine it on his or her own premises and, in such case, the officer may cite such owner for violation of this chapter.

(1991 Code, § 4-19)

#### **Statutory reference:**

*Authority of city to regulate or prohibit the keeping of animals or fowl and to provide for the impounding, sale or destruction of animals or fowl kept contrary to law or found running at large, see W.Va. Code § 8-12-5(26)*

*Impoundment and disposition of dogs, see W.Va. Code §§ 19-20-6a through 19-20-8a*

*Impoundment, redemption and sale of animals under the general stock law, see W.Va. Code §§ 19-18-1 through 19-18-3*

### § 90.46 NOTICE TO OWNERS OR PERSONS IN CHARGE.

(A) If the owner or person in charge of any animal or fowl impounded under the provisions of this subchapter is known to the impounding officer, the impounding officer shall promptly notify him or her of such impoundment, so as to inform him or her of:

- (1) The animal or fowl impounded, and a description thereof;
- (2) The date of impoundment;
- (3) The place of impoundment;
- (4) The reason for impoundment;
- (5) The procedure for redemption of his or her animal or fowl;
- (6) The costs for redemption; and
- (7) The consequences of failure to redeem the impounded animal or fowl, including sale at auction after ten days, or other authorized disposition.

(B) If the owner or person in charge of any animal or fowl impounded under the provisions of this subchapter is unknown to the impounding officer and cannot be ascertained by reasonable effort within 24 hours, the Animal Warden shall, within two days following such impoundment, post notices on the City Hall bulletin board and at three other public places within the city, each such notice to contain all the information required by divisions (A)(1) through (A)(7) above.

(1991 Code, § 4-20)

#### **§ 90.47 REDEMPTION; COSTS.**

The owner or person entitled to possession of any animal or fowl impounded under the provisions of this subchapter may redeem such animal or fowl at any time prior to the sale or other disposition thereof by the city, upon satisfactory proof of his or her right to possession and payment to the city of:

- (A) The expense, if any, incurred in making the impoundment;
- (B) The expense incurred for sustenance, shelter and care of the impounded animal or fowl;
- (C) The expense incurred for giving notice;
- (D) The expense incurred for advertising a sale, retention of an auctioneer and related items; and
- (E) Any other expense actually incurred by the city; provided, that no animal or fowl shall be redeemed for less than an amount set forth by Council from time to time.

(1991 Code, § 4-21) (Ord. O99-06, passed 4-20-1999)

#### **§ 90.48 DISPOSITION OF UNREDEEMED ANIMALS AND FOWL.**

(A) Upon giving or posting of notice to the owner or person in charge of an impounded animal or fowl, as provided by § 90.46, the City Humane Officer shall, except as provided by division (C) below, post notices on the City Hall bulletin board and three other public places within the city, to inform the public of a description of the impounded animal or fowl and to state that such animal or fowl will be offered for sale at public auction to the highest bidder, at a designated place within the city, at a designated time at least seven days subsequent to the date of posting such notices, unless it shall have been redeemed prior to the time designated for the sale thereof.

(B) Animals and fowl advertised for sale as provided in division (A) above shall, unless redeemed as provided by this subchapter, be sold by the city at public auction to the highest bidder at the time and place designated by the notice of sale; but if there be no bona fide bid for any animal or fowl so put up for auction, such animal or fowl shall be disposed of as provided by division (D) below.

(C) If, in the judgment of the City Humane Officer, any animal or fowl impounded would not sell at public auction for a price sufficient to cover the costs of such sale, he or she shall notify the Chief of Police. If the Chief of Police shall concur in such judgment, such animal or fowl shall not be advertised for sale, but shall be disposed of as provided by division (D) below.

(D) Impounded animals and fowl not sold at public auction shall be released by the City Humane Officer to responsible persons who want them, upon payment to the city of the expense, if any, incurred in making the impoundment, and the expense incurred for sustenance, shelter and care; provided, that the City Humane Officer may, in the exercise of sound discretion, waive such payment or any part thereof in the case of minors or institutions; and provided further, that any person to whom an animal or fowl is released shall first agree to comply with all provisions of this chapter. Animals and fowl for which there are no responsible applicants shall be destroyed in a humane manner. However, no animal or fowl shall be released or destroyed under this section until it shall have been impounded for at least seven days.

(1991 Code, § 4-22)

#### **§ 90.49 DISPOSITION OF PROCEEDS OF SALE.**

The proceeds of each sale of an impounded animal or fowl shall be paid into the city treasury and shall be applied to:

- (A) The expense incident to the sale;
- (B) The expense, if any, incident to apprehension and making the impoundment;

(C) The expense of giving notice;

(D) The expense incurred for sustenance, shelter and care; and

(E) The residue, if any, shall be paid to the owner of the animal or fowl, if known and, if he or she not be known, the residue shall be held in escrow for 90 days and shall be paid within such period upon application by the person entitled thereto, upon satisfactory proof of such entitlement and, if there be no such applicant within such 90-day period, such residue shall be credited to the General Fund of the city.

(1991 Code, § 4-23)

#### **§ 90.50 PROSECUTION OF VIOLATIONS.**

Neither the impoundment of an animal or fowl nor the sale thereof nor the payment of any redemption fee shall serve to bar prosecution of any person for the violation of any provision of this chapter which may have resulted in such impoundment.

(1991 Code, § 4-24)

#### **§ 90.51 INTERFERENCE WITH POUND AND WITH RELEASE OF ANIMALS.**

It shall be unlawful for any person, without proper authority, to release or cause to be released any animal or fowl impounded pursuant to this subchapter, or to in any way interfere with the operation or maintenance of the place of impoundment designated by the Council or by the Mayor or to molest or injure any animal or fowl therein impounded.

(1991 Code, § 4-25) Penalty, § 90.99

### **WATERFOWL**

#### **§ 90.65 PURPOSE AND INTENT.**

It is the purpose and the intent of this subchapter to protect the health, safety and welfare of the community and its waterfowl, both migratory and domestic. It is further the purpose of this subchapter to control the feeding of waterfowl, both migratory and domestic.

(Ord. 121, passed 1-20-2011)

#### **§ 90.66 DEFINITIONS.**

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

**FEED or FEEDING.** To place, deposit, scatter or distribute any type of food or sustenance with the intention of feeding, attracting or enticing waterfowl, both migratory and domestic.

#### **WATERFOWL.**

(1) **DOMESTIC WATERFOWL.** Includes those species of birds which are non-native ducks, geese and swans, not retained in agricultural activities.

(2) **MIGRATORY WATERFOWL.** Includes those species of birds commonly known as ducks, geese, swans and any other waterfowl falling under the jurisdiction of the United States Fish and Wildlife Service.

(Ord. 121, passed 1-20-2011)

#### **§ 90.67 PROHIBITED ACTS.**

No person shall feed, cause or permit the feeding of waterfowl within the corporate limits of the city.

(Ord. 121, passed 1-20-2011) Penalty, see § 90.99

#### **§ 90.99 PENALTY.**

(A) Any person violating any provision of this chapter, for which no other penalty is provided, shall be subject to the penalty provisions of § 10.99.

(B) Anyone violating the provisions of §90.02 shall be liable to a fine of an amount set forth by Council from time to time or imprisonment for not more than 30 days or both and, further, to have the poultry house, cowshed or cattlepen removed at his or her own expense.

(1991 Code, § 4-2)

(C) Any owner or keeper of an animal who violates §90.14, and whose animal is not ordered destroyed, shall be fined an amount set forth by Council from time to time, and ordered to pay court costs.

(D) (1) Any person caught violating § 90.29 in the first instance shall be given a warning, stating what section of the city code he or she is violating and how to comply with the violated section. The person shall be subject to a follow-up visit by

the Animal Service Officer, at a later time that is adequate to allow the person to correct the violation, to determine if the person is in compliance with said city code section.

(2) Any person caught violating § 90.29 after being given a warning as specified in division (D)(1) above is guilty of a misdemeanor and, upon conviction thereof, shall be fined an amount set forth by Council from time to time or confined in jail not more than 30 days, or both.

(3) Any person convicted of a violation of § 90.29 forfeits his or her interests in any animal and all interest in the animal vests in the County Humane Society and is responsible for any costs incurred by the County Humane Society as a result.

(4) The Animal Services Officer may exercise discretion in citing violators pursuant to § 90.29. In determining whether to cite under § 90.29, the Animal Services Officer shall consider the overall condition of the dog, and whether the alleged violator is in substantial compliance with § 90.29.

(E) The owner of any dog in violation of § 90.30 shall, upon conviction of such violation, be fined an amount set forth by Council from time to time.

(1991 Code, § 4-18)

(F) Any person or persons violating any provision of §§ 90.65 through 90.67 shall, upon conviction thereof, pay a fine of an amount set forth by Council from time to time per offense, together with the costs of said prosecution. Upon conviction of any subsequent offense under the provisions of §§ 90.65 through 90.67, the person or persons shall pay a fine of an amount set forth by Council from time to time per offense, together with the costs of said prosecution. Each day such violation continues shall constitute a separate offense.

(Ord. passed 11-19-1970; Ord. 086, passed 12-4-2008; Ord. 104, passed 8-6-2009; Ord. 121, passed 1-20-2011)