



City of Elkins

Regular Council Meeting

July 6, 2023

7:00 PM

401 Davis Avenue
Council Chamber, 2nd Floor

MINUTES

AGENDA

1. **Invocation and Pledge of Allegiance**
2. **Call to order and roll call**
3. **Public comment**
4. **Minutes**
 - a. Proposed minutes for the meeting of June 15, 2023
 - b. Proposed minutes for the meeting of June 19, 2023 (canvassing board)
 - c. Proposed minutes for the meeting of June 22, 2023 (canvassing board)
5. **Correspondence and Notifications**
 - a. 2023 council committee assignments.
6. **Committee Reports**
7. **Staff reports**
 - a. Treasurer's report
8. **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: June 12-June 30

9. **New business**
 - a. Ordinance 316: An Ordinance of the Common Council of Elkins, West Virginia Amending and Re-Enacting City Code, Chapter 90: Animals (final reading)
 - b. Resolution 1675: Implementing a new rank structure in the Elkins Police Department
 - c. Resolution 1676: Coal Severance Fund budget revision
 - d. Resolution 1677: Amending the memorandum of understanding between the Kump Education Center and the City of Elkins
10. **Mayor's comments**
11. **Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 6, 2023
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of June 15, 2023
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. city council - 2023_06_15 - minutes_proposed

Proposed Minutes

ELKINS COMMON COUNCIL REGULAR COUNCIL MEETING MINUTES

***401 Davis Avenue
Council Chamber, 2nd Floor
June 15, 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, G.M. Hinchman, C.C. Lowther, D.C. Parker, L.S. Severino, and L.H. Vest; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Sgt. C. Boatwright; Operations Manager M. Kesecker; City Attorney G. S. Roberts; and City Clerk S.R. Stokes.

Cw. J. Guye and Chief T. Bennett were absent.

PUBLIC COMMENT

Josh Beauvais, of 167 Guy Street, spoke in opposition to the June 24 LGBTQ Pride event in City Park.

David Long, of Poe Run Road, spoke in support of the June 24 LGBTQ Pride event in City Park.

MINUTES

Cm. Lowther, **MOVED APPROVAL OF THE MINUTES OF THE MEETING OF JUNE 1, 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 29-June 9, 2023.

NEW BUSINESS

Cm. Chenoweth **MOVED APPROVAL OF 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).** The motion carried.

Proposed Minutes

Cm. Lowther MOVED APPROVAL OF **RESOLUTION 1663: AUTHORIZING USE OF \$50,000 FROM THE COAL SEVERANCE FUND FOR AN EFD/EPD TRAINING SITE.** The motion carried.

Cm. Hinchman MOVED APPROVAL OF **RESOLUTION 1664: INTRADEPARTMENTAL BUDGET REVISIONS (FY 2023 GENERAL FUND # 18-25, SANITATION FUND #2-3, AND EFD FUND #4).** The motion carried.

Cm. Hinchman MOVED APPROVAL OF **RESOLUTION 1665: INTERDEPARTMENTAL BUDGET REVISION (FY 2023 GENERAL FUND STATE BUDGET REVISION #4).** In accordance with the requirements of the state auditor's office for inter-departmental budget revisions, the chair ordered a roll-call vote. The clerk called the roll in random order. The motion carried. Council votes were as follows:

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

Cw. Cuonzo MOVED APPROVAL OF **RESOLUTION 1666: ACCEPTING CONDITIONS AND AUTHORIZING EXECUTION OF AN ELECTION AND RELEASE AGREEMENT CONCERNING OPIOID-RELATED SETTLEMENT WITH MYLAN.** The motion carried.

Cw. Cuonzo MOVED APPROVAL OF **RESOLUTION 1667: ACCEPTING CONDITIONS AND AUTHORIZING EXECUTION OF AN ELECTION AND RELEASE AGREEMENT CONCERNING OPIOID-RELATED SETTLEMENT WITH AMNEAL PHARMACEUTICALS.** The motion carried.

Cm. Hinchman MOVED APPROVAL OF **RESOLUTION 1668: REAPPOINTMENT OF B. SHAFFER TO THE ELKINS-RANDOLPH COUNTY LIBRARY BOARD.** The motion carried.

Cw. Cuonzo MOVED APPROVAL OF **RESOLUTION 1669: ACCEPTING CONDITIONS AND AUTHORIZING EXECUTION OF FINANCING AGREEMENT BETWEEN TRUIST FINANCIAL CORPORATION AND THE CITY OF ELKINS, FOR THE CITY HALL HVAC PROJECT.** The motion carried.

Cm. Lowther MOVED APPROVAL OF **RESOLUTION 1670: ACCEPTING BID FOR AND AUTHORIZING EXECUTION OF AGREEMENT GENERAL LIABILITY AND AUTO INSURANCE FOR FISCAL YEAR 2024. CM. CHENOWETH AND CW. SEVERINO RECUSED THEMSELVES.** The motion carried.

Cm. Lowther MOVED APPROVAL OF **RESOLUTION 1671: ACCEPTING BID AND AUTHORIZING AGREEMENT TO PURCHASE A SANITATION TRUCK.** The motion carried.

Proposed Minutes

Cm. Lowther MOVED APPROVAL OF RESOLUTION 1672: RESOLUTION OF SUPPORT FOR EPRC GRANT APPLICATION TO DOH RTP PROGRAM TO CONSTRUCT TOT TRACK AND PUMP TRACK IN GLENDALE PARK. The motion carried.

Cw. Cuonzo MOVED APPROVAL OF RESOLUTION 1673: REAUTHORIZING CONDITIONS OF CONTRACT BETWEEN MITCHELL TREE CARE, LLC AND LANDSCAPE CONSULTING, LLC AND THE CITY OF ELKINS, AND AUTHORIZING EXECUTION OF CONTRACT. The motion carried.

Cm. Lowther MOVED APPROVAL OF RESOLUTION 1674: REAPPOINTING J. DAVIS TO THE IPMC BOARD OF APPEALS. The motion carried.

Cm. Chenoweth MOVED THAT COUNCIL ENTER EXECUTIVE SESSION UNDER THE ATTORNEY-CLIENT PRIVILEGE EXEMPTION FOR THE AGENDA ITEM “PROPOSED PURCHASE OF REAL PROPERTY.” The motion carried. The executive session began at 7:57 p.m. and ended at 8:41 p.m. The mayor announced that no decisions were made and no actions were taken.

Cm. Chenoweth MOVED THAT COUNCIL AUTHORIZE THE MAYOR AND CITY ATTORNEY TO NEGOTIATE A PURCHASE PRICE FOR A PROPERTY IN SECOND WARD. The motion carried.

The meeting adjourned at 8:49 p.m.

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

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 6, 2023
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of June 19, 2023 (canvassing board)
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. city council - 2023_06_19 - minutes_proposed

ELKINS COMMON COUNCIL
SPECIAL COUNCIL MEETING: CANVASS OF THE 2023
MUNICIPAL ELECTION
MINUTES

Elkins City Hall
401 Davis Avenue
June 19, 2023
12:00 p.m.

In accordance with West Virginia Code §3-6-9, Elkins Common Council met in special session as the Canvassing Board of the City of Ekins. Present were Councilpersons D. Parker, M. Cuonzo, N. Bross-Fregonara, L. Severino, M. Hinchman, and R. Chenoweth. Also present was City Clerk S. Stokes (acting as recording secretary).

BOND SET

Cm. Chenoweth MOVED THAT THE CANVASSING BOARD SET AT \$300 THE BOND THAT MUST BE FILED BY ANYONE REQUESTING A RECOUNT WITHIN THE FORTY-EIGHT HOURS FOLLOWING THE DECLARATION OF RESULTS ISSUED AT THE ADJOURNMENT OF THIS MEETING. The motion carried.

VERIFICATION OF BALLOTS

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

The final tabulation for each ward is as follows:

Election Day Ballot Verification by Canvassing Board					
	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5
Ballots cast (<i>unchallenged</i>)	254	60	26	141	112
Spoiled ballots	0	0	0	0	0
Unused ballots	1152	957	766	1029	849
Provisional ballots*	1	0	0	2	1
Total ballots	1407	1017	792	1172	962

* Note: In Ward 1, there was one early-voting provisional ballot (tallied in the “Provisional Ballots” line, above). Two other First Ward ballots packaged as provisional were found at the canvass. These had not been accounted for on the Statement of Ballots Used turned in on election night. They were erroneously packaged and segregated as provisional ballots during the count, apparently because one contained an over-vote and one lacked poll worker signatures. As all ballots were accounted for, the one lacking signatures was counted at the canvass and the one containing an overvote was counted as allowed by law. Counting these ballots resulted in changes to the First Ward totals for both mayor and councilor at the canvass, even though they are not accounted for as provisional in the above table.

CONSIDERATION OF PROVISIONAL BALLOTS

Cm. Chenoweth MOVED THAT THE CANVASSING BOARD REMOVE ANY CHALLENGE AGAINST ONE BALLOT FOUND WITHOUT POLL OFFICIAL SIGNATURES DURING THE VERIFICATION OF BALLOTS. The motion carried.

Cm. Chenoweth MOVED THAT THE CANVASSING BOARD REMOVE ANY CHALLENGE AGAINST ONE BALLOT FOUND IN A PROVISIONAL ENVELOPE BUT NOT CAST PROVISIONALLY AND APPARENTLY SET ASIDE ONLY FOR CONTAINING AN OVERVOTE. The motion carried.

Four (4) provisional ballot envelopes were provided from polling place officials to the City Clerk and in turn presented to the Board for review. The Clerk assigned a number to each provisional ballot and the board considered the disposition of each separately based on the available information.

Cw. Cuonzo MOVED THAT THE CANVASSING BOARD REMOVE THE CHALLENGE AGAINST PROVISIONAL BALLOT EV-01 (WARD 1). The motion carried.

Cm. Chenoweth MOVED THAT THE CANVASSING BOARD SUSTAIN THE CHALLENGE AGAINST PROVISIONAL BALLOT 04-01. The motion carried.

Cm. Chenoweth MOVED THAT THE CANVASSING BOARD REMOVE THE CHALLENGE AGAINST PROVISIONAL BALLOT 04-02. The motion carried.

Cw. Cuonzo MOVED THAT THE CANVASSING BOARD SUSTAIN THE CHALLENGE AGAINST PROVISIONAL BALLOT 05-01. The motion carried.

The Clerk opened each provisional envelope for which the challenge was removed and read aloud the votes cast on each ballot. The Clerk announced the totals of those candidates after consideration of the provisional ballots. All provisional ballots for which the challenge was sustained remained unopened.

With no objection the Canvassing Board declared the results of the 2023 Elkins Municipal Election as shown in the table below.

VOTES CAST BY WARDS					
	1	2	3	4	5
MAYOR					
Jerry Marco	221	49	24	130	97
COUNCIL - 1ST WARD					
Michael C. Elza	41				
Cody Kerns	115				
Phillips B. Kolsun	64				
Pat Varchetto	34				
COUNCIL - 2ND WARD					
Lisa Severino (unexpired term)		48			
Mike Hinchman (regular term)		49			
COUNCIL - 3RD WARD					
Erika Plishka (unexpired term)			19		
Christopher Lowther (regular term)			24		
COUNCIL - 4TH WARD					
Andrew Carroll				90	
Elizabeth "Liz" Marshall-MacVean				50	
COUNCIL - 5TH WARD					
Cody H. Thompson					54
Linda H. Vest					24
Burley A. Woods					34

Cm. Chenoweth MOVED ADJOURNMENT UNTIL THURSDAY, JUNE 22 AT 1:30 P.M. FOR THE PURPOSE OF CERTIFYING THE ELECTION RESULTS. The motion carried.

The meeting ended at 12:57 p.m.

The 48-hour period for recount requests expires at 1 p.m. on June 21, but an extra 24 hours was allowed because of an intervening holiday (June 20, West Virginia Day).

*Approved by council at the meeting
of*

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 6, 2023
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of June 22, 2023 (canvassing board)
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. city council - 2023_06_22 - minutes_proposed

ELKINS COMMON COUNCIL
CANVASS OF THE 2023 MUNICIPAL ELECTION
MINUTES

*Elkins City Hall
401 Davis Avenue
June 22, 2023
1:30 p.m.*

In accordance with West Virginia Code §3-6-9, Elkins Common Council met in special session as the Canvassing Board of the City of Ekins. Present were Councilpersons D. Parker, M. Cuonzo, N. Bross-Fregonara, L. Severino, M. Hinchman, and R. Chenoweth. Also present was City Clerk S. Stokes (acting as recording secretary).

NEW BUSINESS

Cw. Cuonzo **MOVED THAT COUNCIL CERTIFY THE 2023 MUNICIPAL ELECTION RESULTS.** The motion carried. The certified results are shown in the table below.

VOTES CAST BY WARDS

	1	2	3	4	5
MAYOR					
Jerry Marco	221	49	24	130	97
COUNCIL - 1ST WARD					
Michael C. Elza	41				
Cody Kerns	115				
Phillips B. Kolsun	64				
Pat Varchetto	34				
COUNCIL - 2ND WARD					
Lisa Severino (unexpired term)		48			
Mike Hinchman (regular term)		49			
COUNCIL - 3RD WARD					
Erika Plishka (unexpired term)			19		
Christopher Lowther (regular term)			24		
COUNCIL - 4TH WARD					
Andrew Carroll				90	
Elizabeth "Liz" Marshall-MacVean				50	
COUNCIL - 5TH WARD					
Cody H. Thompson					54
Linda H. Vest					24
Burley A. Woods					34

Cw. Bross-Fregonara **MOVED ADJOURNMENT.** The motion carried. The meeting adjourned at 1:37 p.m.

Approved by council at the meeting of

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 6, 2023
Section:	Correspondence and Notifications
Category:	Presentation
Agenda Item Name:	2023 council committee assignments.
Recommended By:	Mayor
Summary:	From the city charter: SECTION 2.09. STANDING COMMITTEES. (a) <u>Committees.</u> There shall be standing committees of Council comprised of members of Council appointed by the Mayor and governed by rules adopted by Council. The Mayor shall appoint Chairs of the standing committees whose work will be supported by appropriate members of the City Staff. The standing committees shall include no fewer than three (3) and no more than five (5) Councilors. The missions of these committees are: (1) Finance Committee: Recommend an annual budget to Council. Supervise budget management and make reports to Council. Review and propose to Council municipal debt instruments and grants. Make fiscal forecasts and report same to Council. (2) Rules and Ordinances: Consider and propose to Council new and amended ordinances, rules, and policies. (3) Municipal Properties: Monitor and report to Council on the condition of and proposed plans for city buildings, real estate, and rights-of-way. Review and propose to Council capital investment in buildings, real estate, and associated infrastructure. (4) Public Safety: Monitor and report to council on the activities of, condition of and proposed plans for municipal public safety assets, including police, fire, and emergency services. Review and propose



CITY OF ELKINS AGENDA ITEM REPORT

	to Council capital investment in public safety equipment and infrastructure. (5) Personnel: Review and propose to Council employment policies, including employee compensation and benefits and an employee handbook. Review applications for primary staff positions recommended by the Mayor and make hiring recommendations to Council.
Fiscal Impact:	n/a
Recommendation:	For information only.
Attachments:	1. Council Committee Membership_2023_07_05

CITY OF ELKINS, WEST VIRGINIA

Membership of Committees of Common Council Updated July 05, 2023

FINANCE

G. Michael Hinchman, Chair
Rob Chenoweth
Christopher Lowther

MUNICIPAL PROPERTIES

Nanci Bross-Fregonara, Chair
Dave Parker
Cody Kerns

PERSONNEL

Rob Chenoweth, Chair
Mike Hinchman
Cody Thompson

PUBLIC SAFETY

David Parker, Chair
Erika Plishka
Lisa Severino

RULES AND ORDINANCES

Chris Lowther, Chair
Lisa Severino
Andrew Carroll

ADDICTION AND HOMELESS RESOURCES TASK FORCE (one council member)

David Parker

PARKS COMMISSION (one council member)

Christopher Lowther

PLANNING COMMISSION (one council member)

Andrew Carroll

FIRE SERVICE FEE (ad-hoc) (convene only as needed)

David Parker, Chair
Erika Plishka
Cody Kerns

ARPA ADVISORY COMMITTEE (ad-hoc)

G. Michael Hinchman, Chair
Rob Chenoweth
Dave Parker
Nanci Bross-Fregonara



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 6, 2023
Section:	Staff reports
Category:	Presentation
Agenda Item Name:	Treasurer's report
Recommended By:	City Treasurer
Summary:	AP Check Report 6/12/23 thru 6/30/23
Fiscal Impact:	
Recommendation:	Approval of Payables
Attachments:	1. Treasurer's Report

**Account
Management****Payment
Tracker****Reports****Payment
Tools****Support**[Log Off](#)

Account Summary

[Return to Quick Links](#)

Account ID	Business Name	User ID	User Role
RT23112	City of Elkins, WV (Utility)	TFox	Administrator

Summarized Activity for the Year Since 1/1/2023 ▼ ●●●

Approved Transactions

Number of Approved**Transactions:** 13739**Total Amount:**

\$1,578,933.00

Pending Transactions

Number of Pending**Transactions:** 13**Total Amount:**

\$3,535.12

Deposited Transactions

Number of Deposited**Transactions:** 13425**Total Amount:**

\$1,540,238.00

Chargeback Transactions

Number of Chargeback**Transactions:** 0**Total Amount:** \$0.00

Refunded Transactions

Number of Refunded**Transactions:** 0**Total Amount:** \$0.00

Declined / Rejected Transactions

Number of Dec/Rej**Transactions:** 285**Total Amount:**

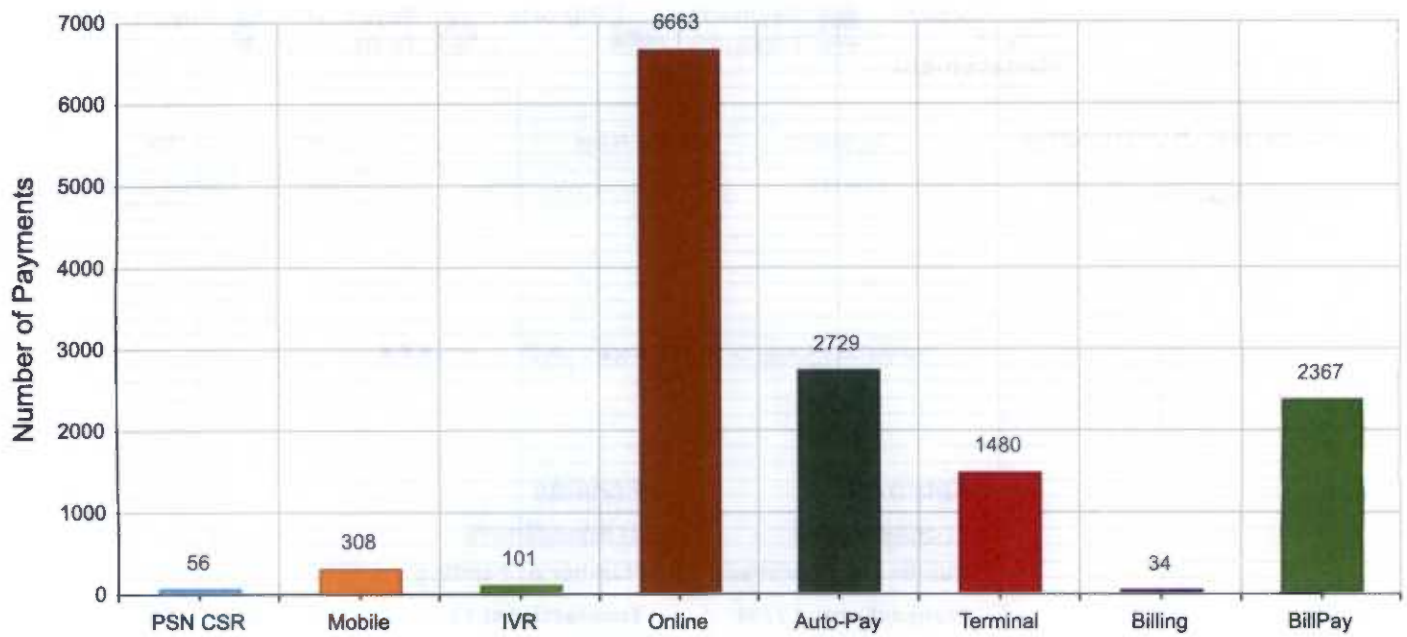
\$33,458.93

Disputed Transactions

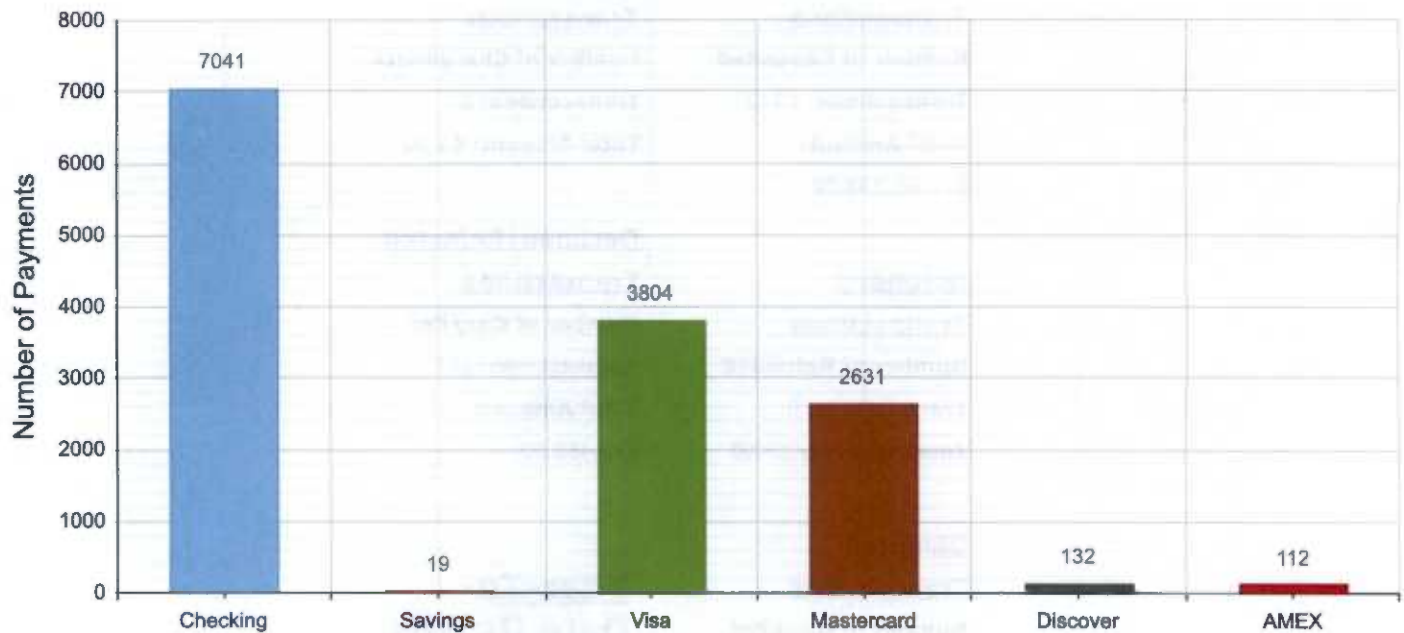
Number of Disputed**Transactions:** 1**Total Amount:** \$100.00

Year-To- Date Details

Types of Payments



Payment Methods

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Payment Service Network

Transaction Activity Report for City of Elkins, WV (Utility)(RT23112) for 2023

Trans Month	Payment Method	Total
Jan 2023	Check	1002
Jan 2023	Credit	931
Jan Total:		1933
Feb 2023	Check	1179
Feb 2023	Credit	1073
Feb Total:		2252
Mar 2023	Check	1260
Mar 2023	Credit	1214
Mar Total:		2474
Apr 2023	Check	1028
Apr 2023	Credit	988
Apr Total:		2016
May 2023	Check	1220
May 2023	Credit	1114
May Total:		2334
Jun 2023	Check	1139
Jun 2023	Credit	1180
Jun Total:		2319
Jul 2023	Check	199
Jul 2023	Credit	177
Jul Total:		376
Trans Month	Payment Method	Total
Grand Total:		13704

VENDOR SET: 01 Elkins

BANK: ARPA America Rescue Plan Act

DATE RANGE: 6/12/2023 THRU 6/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00576	Randolph County Humane Society							
I-Request #1	Spay, neuter, TNR vouchers	R	6/14/2023	12,310.00		000102		
I-Request #2	Spaym neuter, TNR vouchers	R	6/14/2023	4,260.00		000102		16,570.00
01234	Dell Marketing L.P.							
I-10677543826	SCADA Computers	R	6/14/2023	5,683.06		000103		5,683.06
00033	AT&T MOBILITY							
I-287301125775	(2) GIS Tech iPads	R	6/22/2023	802.04		000104		802.04
00772	Witmer Public Safety Group							
I-INV273585	MSA G1 Facepiece Assembly	R	6/22/2023	864.00		000105		864.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4	23,919.10	0.00	23,919.10
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:	4	23,919.10	0.00	23,919.10
BANK: ARPA TOTALS:	4	23,919.10	0.00	23,919.10

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash
 DATE RANGE: 6/12/2023 THRU 6/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00741	Great-West Trust Company LLC							
I-VF 202306131528	Voya	D	6/13/2023	705.00		004875		
I-VF2202306131528	Voya AT	D	6/13/2023	50.00		004875		755.00
00792	WV Consolidated Retirement Boa							
I-RTD202305301523	Retirement	D	6/19/2023	6,738.35		004878		
I-RTD202306131528	Retirement	D	6/19/2023	7,068.79		004878		13,807.14
00952	WV Consolidated Retirement Boa							
I-RTF202305301523	Retirement	D	6/19/2023	2,875.16		004879		
I-RTF202306131528	Retirement	D	6/19/2023	2,703.78		004879		
I-RTN202305301523	Retirement	D	6/19/2023	3,440.86		004879		
I-RTN202306131528	Retirement	D	6/19/2023	3,706.10		004879		12,725.90
00993	WV Consolidated Retirement Boa							
I-RT6202305301523	Retirement 6%	D	6/19/2023	7,788.78		004880		
I-RT6202305301524	Retirement 6%	D	6/19/2023	92.26		004880		
I-RT6202306131528	Retirement 6%	D	6/19/2023	8,037.57		004880		
I-RT6202306131529	Retirement 6%	D	6/19/2023	80.30		004880		15,998.91
02417	US Bank Corporate Payment Syst							
C-Applied Ind 053123	CR 9000474785 bearing	D	6/21/2023	1,133.67CR		004881		
C-Visa Pmts 053123	Correct Fleet/NonFleet 053123	D	6/21/2023	98,891.51CR		004881		
D-Corr AppIndus 0531	Correct Applied Indus entry	D	6/21/2023	1,133.67		004881		
D-Rev VISA Pmt 05/23	Correct VISA Pmt 05/23	D	6/21/2023	98,891.51		004881		
00741	Great-West Trust Company LLC							
I-VF 202306271547	Voya	D	6/27/2023	705.00		004882		
I-VF2202306271547	Voya AT	D	6/27/2023	50.00		004882		755.00
00792	WV Consolidated Retirement Boa							
I-RTD202306271547	Retirement	D	6/27/2023	8,160.01		004883		
I-RTD202306271548	Retirement	D	6/27/2023	168.60		004883		8,328.61
00952	WV Consolidated Retirement Boa							
I-RTF202306271547	Retirement	D	6/27/2023	2,617.98		004884		
I-RTN202306271547	Retirement	D	6/27/2023	3,887.98		004884		6,505.96
00993	WV Consolidated Retirement Boa							
I-RT6202306271547	Retirement 6%	D	6/27/2023	8,896.28		004885		8,896.28
00116	Child Support Enforcement							
I-CDS202306131528	Child Support	R	6/13/2023	571.48		013589		571.48

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 6/12/2023 THRU 6/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00121	Citizens Bank of WVFP							
I-FP 202306131528	Fire Pension	R	6/13/2023	557.94		013590		557.94
00122	Citizens Bank of WVFP							
I-PP 202306131528	Police Pension	R	6/13/2023	169.10		013591		
I-PPN202306131528	Police Pension-2010 Forward	R	6/13/2023	423.41		013591		592.51
00147	COE Misc							
I-MIS202306131528	Misc Reimbursements	R	6/13/2023	340.26		013592		340.26
00150	COE Payroll							
I-T1 202306131528	Federal Withholding	R	6/13/2023	12,711.88		013593		12,711.88
00151	COE Payroll							
I-T3 202306131528	FICA	R	6/13/2023	14,321.74		013594		
I-T4 202306131528	Medicare	R	6/13/2023	4,823.28		013594		19,145.02
00152	COE Payroll							
I-T2 202306131528	State Withholding	R	6/13/2023	5,500.00		013595		5,500.00
00203	Davis Trust Company							
I-CC 202306131528	Employee Christmas Club	R	6/13/2023	2,470.00		013596		2,470.00
00747	Washington National Insurance							
I-WN 202306131528	Washington National Insurance	R	6/13/2023	726.43		013597		726.43
00837	COE Payroll Reimbursement							
I-001202306131528	Payroll Reimbursement	R	6/13/2023	53,712.22		013598		
I-006202306131528	Payroll Reimbursement	R	6/13/2023	8,222.22		013598		
I-036202306131528	Payroll Reimbursement	R	6/13/2023	16,401.67		013598		
I-400202306131528	Payroll Reimbursement	R	6/13/2023	19,598.22		013598		
I-401202306131528	Payroll Reimbursement	R	6/13/2023	14,639.95		013598		
I-404202306131528	Payroll Reimbursement	R	6/13/2023	10,372.48		013598		122,946.76
01885	Colonial Life							
I-CL 202306131528	Colonial Life-AT	R	6/13/2023	112.10		013599		
I-CLP202306131528	Colonial Life-PT	R	6/13/2023	52.52		013599		164.62
00150	COE Payroll							
I-T1 202306131529	Federal Withholding	R	6/13/2023	40.13		013600		40.13
00151	COE Payroll							
I-T3 202306131529	FICA	R	6/13/2023	66.38		013601		
I-T4 202306131529	Medicare	R	6/13/2023	15.52		013601		81.90

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00152	COE Payroll							
I-T2 202306131529	State Withholding	R	6/13/2023	13.00		013602		13.00
00837	COE Payroll Reimbursement							
I-400202306131529	Payroll Reimbursement	R	6/13/2023	409.13		013603		409.13
00032	Absolute Assurance Drug Test L							
I-08053449B	Pre-Emp/Random testing	R	6/14/2023	504.00		013604		
I-0805448B	Random Testing	R	6/14/2023	240.00		013604		744.00
00047	Truist Governmental Finance							
I-00004 062723	9948000234-04 062723	R	6/14/2023	2,256.75		013605		
I-00005 062423	9948000234-05 062423	R	6/14/2023	2,596.05		013605		
I-00006 062723	9948000234-06 062723	R	6/14/2023	2,643.26		013605		7,496.06
00126	City of Clarksburg							
I-202305306972	Compost #1092	R	6/14/2023	290.00		013606		290.00
00154	COE Sanitation							
I-202306064413	Hauling Fee Brush #90	R	6/14/2023	299.48		013607		
I-202306124432	Hauling Fees Brush 91 INV 1122	R	6/14/2023	299.48		013607		
I-202306124433	Hauling Fee Brush 92 INV 1123	R	6/14/2023	299.48		013607		
I-202306124434	Hauling-Opentop 128792	R	6/14/2023	299.48		013607		1,197.92
00158	COE Water Depreciation Account							
I-05/2023 Deposit	Monthly Contribution 053123	R	6/14/2023	8,055.26		013608		8,055.26
00247	Elkins Truck Service, Inc							
I-154099	Elec Cord 20'ABS/clamp/airhose	R	6/14/2023	101.76		013609		101.76
00468	Miss Utility of West Virginia,							
I-WV23-2176	Message Fees May 2023	R	6/14/2023	158.10		013610		158.10
00471	Mon Power							
I-City Park 061223	City Park 051023-060823	R	6/14/2023	10.28		013611		
I-Park St 061223	Park St 0510-060823	R	6/14/2023	5.94		013611		
I-Park St 061223 465	Park St 051023-060823	R	6/14/2023	10.68		013611		26.90
00479	Amtower Auto Supply, Inc.							
I-191871	Booster Cable	R	6/14/2023	136.07		013612		
I-192115	Wheel bearing/hub assembly	R	6/14/2023	144.11		013612		
I-192123	Front brake rotor	R	6/14/2023	65.76		013612		
I-192158	wipers/air fresheners/14DR 6pt	R	6/14/2023	60.56		013612		406.50

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00498	Naylor's Ace Hardware							
I-457216	Weedeater supplies	R	6/14/2023	274.88		013613		
I-457295	Weedwackr Kit/Chainsaws	R	6/14/2023	772.92		013613		
I-457301	Blade Inst Kit/Oil/Chainsaw	R	6/14/2023	274.95		013613		
I-457358	Plumbing supplies	R	6/14/2023	369.23		013613		1,691.98
00560	Public Service Commission WV							
I-12442	Intrastate Rev Assessment	R	6/14/2023	5,233.71		013614		5,233.71
00701	Toshiba Financial Services							
I-503251068	E4515AC 0527-062723	R	6/14/2023	214.24		013615		214.24
00707	Trickett Hardware, Inc.							
I-2943	Misc Hardware	R	6/14/2023	264.80		013616		
I-3226	glue/sandpaper/keys/file	R	6/14/2023	154.99		013616		419.79
00726	HD Supply Inc dba USA Blue Boo							
I-20990/22126	chemicals	R	6/14/2023	944.88		013617		944.88
00812	WV Regional Jail and Correctio							
I-5123B49F	30 days Inmate housing TVRJ	R	6/14/2023	1,447.50		013618		1,447.50
00848	Snap-on							
I-05222383253	Tools	R	6/14/2023	2,396.99		013619		2,396.99
00884	Colonial Court Service Station							
I-579028	R/R Clutch Cylinder	R	6/14/2023	187.38		013620		187.38
00900	National Road Utility Supply,							
I-335408 335407	PJCTS/Bushings/Saddle	R	6/14/2023	8,219.98		013621		8,219.98
00990	Cleveland Brothers							
I-47C321775	Hose/Seals/Bolts	R	6/14/2023	525.37		013622		525.37
01313	COE Water O & M Account							
I-05/2023 Deposit	Monthly Contribution 053123	R	6/14/2023	12,902.14		013623		12,902.14
01390	Phoenix Solutions, LLC							
I-5132	Chemicals	R	6/14/2023	3,606.00		013624		
I-5154	Chemicals	R	6/14/2023	682.00		013624		
I-5181	Chemicals	R	6/14/2023	3,667.91		013624		7,955.91
01445	Linda Silva							
I-CKREQ 060623	Reimb Flowers	R	6/14/2023	26.93		013625		26.93

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01594	Pace Analytical Services LLC							
I-2330445895	April 2023- May 2023 Contract	R	6/14/2023	3,030.50		013626		3,030.50
01681	HdL Companies							
I-05312023	Add'tl BL Revenue May 2023	R	6/14/2023	11,045.53		013627		11,045.53
01731	Bradish Glass Inc							
I-3835	Cullet PU 052423	R	6/14/2023	250.00		013628		250.00
01751	COE WWTP							
I-202306074418	WTP Backwash May 2023	R	6/14/2023	789.74		013629		789.74
01790	Crim Law Office PLLC							
I-355	Atttny Serv May 2023	R	6/14/2023	7,630.00		013630		
I-356	Municipal Ct May 2023	R	6/14/2023	4,470.00		013630		12,100.00
01836	Bob Evans							
I-675589	Remove/replace toilet valve	R	6/14/2023	100.00		013631		100.00
02157	Jerry A Marco							
I-EXP 0524-052523	Travel-Game Changer Lewisburg	R	6/14/2023	186.13		013632		186.13
02215	Tucker County Solid Waste Auth							
I-127756	Sweeper Dirt	R	6/14/2023	645.46		013633		645.46
02217	Steve Hannan Construction							
I-66	Garage Door Repairs	R	6/14/2023	672.31		013634		672.31
02220	Long Branch Equipment LLC							
I-LB297	Repairs on CAT D5G Bulldozer	R	6/14/2023	617.50		013635		617.50
02347	LEAF							
I-14826594	Tosh 478S 062523	R	6/14/2023	207.05		013636		207.05
02431	Ferguson Waterworks #527							
I-0822130	MJ Bend/ACC Pk/MJ WDG	R	6/14/2023	4,915.48		013637		4,915.48
02470	ES Property Services LLC							
I-052223	Pressure Wash CW Tank/PanelPd	R	6/14/2023	2,000.00		013638		2,000.00
1	KNIGHT, RODNEY							
I-000202306151530	US REFUND	R	6/19/2023	94.39		013639		94.39

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1	HIAWATHA'S							
I-000202306151531	US REFUND	R	6/19/2023	0.32		013640		0.32
1	FAMILY DOLLAR #12687							
I-000202306151532	US REFUND	R	6/19/2023	160.88		013641		160.88
1	HAMMACK, MARY B							
I-000202306151533	US REFUND	R	6/19/2023	21.50		013642		21.50
1	MARKS, SARAH JANE WA							
I-000202306151534	US REFUND	R	6/19/2023	8.33		013643		8.33
00006	AFLAC							
I-AF 202305301523	Aflac-After Tax Ins	R	6/19/2023	78.71		013644		
I-AF 202306131528	Aflac-After Tax Ins	R	6/19/2023	78.71		013644		
I-AFL202305301523	Aflac Insurance	R	6/19/2023	68.68		013644		
I-AFL202306131528	Aflac Insurance	R	6/19/2023	68.68		013644		294.78
00242	Elkins Professional Firefighte							
I-EPPF202305301523	Elkins Professional FF	R	6/19/2023	90.00		013645		
I-EPPF202306131528	Elkins Professional FF	R	6/19/2023	90.00		013645		180.00
00591	Retiree Health Benefit Trust F							
I-RChen 06/2023	R Chenoweth June 2023	R	6/19/2023	70.00		013646		
I-RHB202306131528	Retiree Health Benefit Trust	R	6/19/2023	4,760.00		013646		
I-Retirees June 2023	Retirees 06/2023	R	6/19/2023	1,609.56		013646		6,439.56
00805	FBMC							
I-MFB202305301523	Mt. Flex Benefit	R	6/19/2023	1,611.90		013647		
I-MFB202306131528	Mt. Flex Benefit	R	6/19/2023	1,544.11		013647		
I-RChen 06/2023	R Chenoweth 06/2023	R	6/19/2023	52.54		013647		3,208.55
00810	WV Public Employee Insurance A							
I-06/2023 Collins	Casey Collins Admin Fee 6/23	R	6/19/2023	50.00		013648		
I-BL 202306131528	Basic Life Benefit	R	6/19/2023	161.92		013648		
I-BL1202306131528	Basic Life Benefit +	R	6/19/2023	2.28		013648		
I-DL 202305301523	Dependent Life	R	6/19/2023	76.07		013648		
I-DL 202306131528	Dependent Life	R	6/19/2023	76.07		013648		
I-HPA202305301523	Ins-Health Plan A	R	6/19/2023	719.00		013648		
I-HPA202306131528	Ins-Health Plan A	R	6/19/2023	719.00		013648		
I-HPB202305301523	Ins-Health Plan B	R	6/19/2023	462.00		013648		
I-HPB202306131528	Ins-Health Plan B	R	6/19/2023	462.00		013648		
I-ICA202305301523	Ins - Emp/Child-Plan A	R	6/19/2023	917.00		013648		
I-ICA202306131528	Ins - Emp/Child-Plan A	R	6/19/2023	917.00		013648		
I-ICB202305301523	Ins- Emp/child - Plan B	R	6/19/2023	795.00		013648		
I-ICB202306131528	Ins- Emp/child - Plan B	R	6/19/2023	795.00		013648		
I-IFA202305301523	Ins - Family - Plan A	R	6/19/2023	12,936.00		013648		
I-IFA202306131528	Ins - Family - Plan A	R	6/19/2023	12,936.00		013648		

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I-IFB202305301523	Ins - Family - Plan B	R	6/19/2023	5,126.00		013648		
I-IFB202306131528	Ins - Family - Plan B	R	6/19/2023	5,126.00		013648		
I-IFD202305301523	Ins-Fam-Plan B - Post Tax	R	6/19/2023	466.00		013648		
I-IFD202306131528	Ins-Fam-Plan B - Post Tax	R	6/19/2023	466.00		013648		
I-ISA202305301523	Ins - Single - Plan A	R	6/19/2023	3,297.00		013648		
I-ISA202306131528	Ins - Single - Plan A	R	6/19/2023	3,768.00		013648		
I-ISB202305301523	Ins-Single - Plan B	R	6/19/2023	2,288.00		013648		
I-ISB202306131528	Ins-Single - Plan B	R	6/19/2023	2,288.00		013648		
I-OL 202305301523	Optional Life	R	6/19/2023	346.57		013648		
I-OL 202306131528	Optional Life	R	6/19/2023	349.73		013648		
I-RChen 06/2023	RChenoweth Health/Life 06/23	R	6/19/2023	1,079.76		013648		
I-TOF202305301523	Tobacco Surcharge Family	R	6/19/2023	375.00		013648		
I-TOF202306131528	Tobacco Surcharge Family	R	6/19/2023	375.00		013648		
I-TOS202305301523	Tobacco Surcharge Single	R	6/19/2023	162.50		013648		
I-TOS202306131528	Tobacco Surcharge Single	R	6/19/2023	162.50		013648		57,700.40
02340	West Virginia State Tax Depart							
I-GAR202305301523	Garnishment - DI# 614946	R	6/19/2023	61.00		013649		
I-GAR202306131528	Garnishment - DI# 614946	R	6/19/2023	61.00		013649		122.00
1	SWEET ANNE OF WV LLC							
I-000202306191535	BL REFUND	R	6/21/2023	254.92		013650		254.92
1	SWEET ANNE OF WV LLC							
I-000202306191536	BL REFUND	R	6/21/2023	71.72		013651		71.72
1	SWEET ANNE OF WV LLC							
I-000202306191537	BL REFUND	R	6/21/2023	86.14		013652		86.14
1	SWEET ANNE OF WV LLC							
I-000202306191538	BL REFUND	R	6/21/2023	207.30		013653		207.30
1	SWEET ANNE OF WV LLC							
I-000202306191539	BL REFUND	R	6/21/2023	87.30		013654		87.30
1	SWEET ANNE OF WV LLC							
I-000202306191540	BL REFUND	R	6/21/2023	31.43		013655		31.43
1	SWEET ANNE OF WV LLC							
I-000202306191541	BL REFUND	R	6/21/2023	76.82		013656		76.82
1	SWEET ANNE OF WV LLC							
I-000202306191542	BL REFUND	R	6/21/2023	59.36		013657		59.36

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1	SWEET ANNE OF WV LLC							
I-000202306191543	BL REFUND	R	6/21/2023	31.43		013658		31.43
1	SWEET ANNE OF WV LLC							
I-000202306191544	BL REFUND	R	6/21/2023	52.43		013659		52.43
1	SWEET ANNE OF WV LLC							
I-000202306191545	BL REFUND	R	6/21/2023	76.82		013660		76.82
00126	City of Clarksburg							
I-202306087103	1122 and 1123 Compost	R	6/21/2023	217.00		013661		217.00
00211	Elkins Depot Welcome Center							
I-H/M April 2023	Hotel/Motel Collections 4/2023	R	6/21/2023	7,121.10		013662		7,121.10
00296	Gino's Pizza							
I-061423 1002-7381	work over - Kerens Ave	R	6/21/2023	111.86		013663		111.86
00471	Mon Power							
I-Barron 062023	Barron Ave 051623-061423	R	6/21/2023	11,624.94		013664		
I-RR AVE 061523	RR Ave 051323-061323	R	6/21/2023	42.81		013664		11,667.75
00498	Naylor's Ace Hardware							
I-457415	hose fittings	R	6/21/2023	62.79		013665		62.79
00500	Newlons International Sales, L							
I-01W1827	05 Intl 4400 repairs	R	6/21/2023	1,817.07		013666		1,817.07
00688	Terra Flora Landscaping							
I-0295	Otting Soil/pots/fertilizer	R	6/21/2023	653.75		013667		653.75
00701	Toshiba Financial Services							
I-503992133	LEXM5255/4515AC 070923	R	6/21/2023	656.14		013668		656.14
00707	Trickett Hardware, Inc.							
I-3885	2 keys	R	6/21/2023	5.00		013669		5.00
00874	Municipal Emergency Services I							
I-1891807	Gas Detec/Pump/Regulator	R	6/21/2023	8,961.60		013670		8,961.60
00900	National Road Utility Supply,							
I-335446 335447	Cplng/Valve Box/Corp Ball	R	6/21/2023	4,712.41		013671		4,712.41

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01390	Phoenix Solutions, LLC							
I-5188	Chemicals	R	6/21/2023	8,731.00		013672		
I-5207	Chemicals	R	6/21/2023	5,140.81		013672		13,871.81
01445	Linda Silva							
I-CKREQ 061923	Bark protectors	R	6/21/2023	163.04		013673		163.04
01449	Dodson Pest Control							
I-23-605666 RENEW	Annual Renewal DardenHs	R	6/21/2023	120.00		013674		
I-231731020524223	Service 052323	R	6/21/2023	60.00		013674		180.00
01790	Crim Law Office PLLC							
I-353 Water	Water Board 04/2023	R	6/21/2023	1,260.00		013675		
I-357	Sanitary Board May 2023	R	6/21/2023	760.00		013675		2,020.00
02019	Extreme Endeavors							
I-1023.23.2	SingleNode/connect flowmeter	R	6/21/2023	1,765.30		013676		1,765.30
02098	Skasiks Quality Cleaners LLC							
I-245623	Uniform alterations	R	6/21/2023	19.80		013677		19.80
02277	Vigilant Custom Creations							
I-035 Water	6 Motorola Radios & Chargers	R	6/21/2023	5,100.00		013678		5,100.00
02309	Twin A Equipment Repair LLC							
I-574	Repairs - Int'l Dump 7500	R	6/21/2023	471.40		013679		471.40
02347	LEAF							
I-14896031	Tosh E4515AC 071123	R	6/21/2023	317.44		013680		317.44
00033	AT&T MOBILITY							
I-X06132023 MAY	Cell Phones	R	6/23/2023	1,844.97		013681		1,844.97
00079	Broughton Sports							
I-T2402	Keys to the City	R	6/27/2023	496.63		013682		496.63
00119	CIT Technology Finance Serv, I							
I-42599673	Kyocera 070623	R	6/27/2023	52.50		013683		
I-42599674	Konica 070823	R	6/27/2023	55.00		013683		107.50
00283	Frontier							
I-062023 Landline	Landline charges 052023-061923	R	6/27/2023	1,170.66		013684		1,170.66

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00688	Terra Flora Landscaping							
I-0285	PGCC Landscaping/Park Mulch	R	6/27/2023	790.00		013685		790.00
00701	Toshiba Financial Services							
I-504280538	LEXC4150/ToshE3005AC	R	6/27/2023	221.37		013686		
I-504516295	Tosh E4515AC 0615-071523	R	6/27/2023	130.24		013686		351.61
01011	In-Synch Systems, LLC							
I-6269	licenses for computers	R	6/27/2023	7,040.00		013687		7,040.00
01185	InfoUSA Marketing Inc							
I-10004113858	City Directory	R	6/27/2023	740.00		013688		740.00
01220	The Delmonte Market							
I-749	City Flowers	R	6/27/2023	4,559.16		013689		4,559.16
01833	P3 Cost Analysts							
I-18895	Merchant Acct Sav 06/2023	R	6/27/2023	311.34		013690		311.34
01901	High Mountain Timber LLC							
I-23181	7 CY black mulch	R	6/27/2023	245.00		013691		245.00
01957	Zoro Tools, Inc.							
I-12342745 12343435	clamps/squeegee sets	R	6/27/2023	165.54		013692		165.54
02296	CITCO Water							
I-S100220188.001	Labor/Travel	R	6/27/2023	660.00		013693		660.00
02347	LEAF							
I-14912608	Tosh ES4515AC EPD	R	6/27/2023	125.19		013694		
I-14931779	Tosh E478S Baxter	R	6/27/2023	96.74		013694		
I-14931780	Tosh E478S Sanitation	R	6/27/2023	96.74		013694		318.67
02482	Morgan Wardle							
I-Rfnd -pavillion	Cancellation-pavillion rental	R	6/27/2023	100.00		013695		100.00
02483	Betterway Carpet Cleaning							
I-497	Shampoo 4 rooms	R	6/27/2023	394.85		013696		394.85
00116	Child Support Enforcement							
I-CDS202306271547	Child Support	R	6/27/2023	571.48		013697		571.48
00121	Citizens Bank of WVFP							
I-FP 202306271547	Fire Pension	R	6/27/2023	531.39		013698		531.39

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 6/12/2023 THRU 6/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00122	Citizens Bank of WVPP							
I-PP 202306271547	Police Pension	R	6/27/2023	166.65		013699		
I-PPN202306271547	Police Pension-2010 Forward	R	6/27/2023	467.70		013699		634.35
00147	COE Misc							
I-MIS202306271547	Misc Reimbursements	R	6/27/2023	344.00		013700		344.00
00150	COE Payroll							
I-T1 202306271547	Federal Withholding	R	6/27/2023	14,762.87		013701		14,762.87
00151	COE Payroll							
I-T3 202306271547	FICA	R	6/27/2023	15,618.28		013702		
I-T4 202306271547	Medicare	R	6/27/2023	5,176.42		013702		20,794.70
00152	COE Payroll							
I-T2 202306271547	State Withholding	R	6/27/2023	6,033.00		013703		6,033.00
00203	Davis Trust Company							
I-CC 202306271547	Employee Christmas Club	R	6/27/2023	2,450.00		013704		2,450.00
00747	Washington National Insurance							
I-WN 202306271547	Washington National Insurance	R	6/27/2023	438.31		013705		438.31
00837	COE Payroll Reimbursement							
I-001202306271547	Payroll Reimbursement	R	6/27/2023	52,881.74		013706		
I-006202306271547	Payroll Reimbursement	R	6/27/2023	9,708.82		013706		
I-036202306271547	Payroll Reimbursement	R	6/27/2023	16,411.50		013706		
I-400202306271547	Payroll Reimbursement	R	6/27/2023	23,959.14		013706		
I-401202306271547	Payroll Reimbursement	R	6/27/2023	17,880.36		013706		
I-404202306271547	Payroll Reimbursement	R	6/27/2023	11,561.47		013706		132,403.03
01885	Colonial Life							
I-CL 202306271547	Colonial Life-AT	R	6/27/2023	112.10		013707		
I-CLP202306271547	Colonial Life-PT	R	6/27/2023	52.52		013707		164.62
00150	COE Payroll							
I-T1 202306271548	Federal Withholding	R	6/27/2023	1,091.38		013708		1,091.38
00151	COE Payroll							
I-T3 202306271548	FICA	R	6/27/2023	986.28		013709		
I-T4 202306271548	Medicare	R	6/27/2023	230.66		013709		1,216.94
00152	COE Payroll							
I-T2 202306271548	State Withholding	R	6/27/2023	347.00		013710		347.00

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash
 DATE RANGE: 6/12/2023 THRU 6/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00837	COE Payroll Reimbursement							
I-001202306271548	Payroll Reimbursement	R	6/27/2023	3,699.60		013711		
I-404202306271548	Payroll Reimbursement	R	6/27/2023	2,151.20		013711		5,850.80
00805	FBMC							
I-MFB202306271547	Mt. Flex Benefit	R	6/27/2023	1,610.37		013712		1,610.37
02340	West Virginia State Tax Depart							
I-GAR202306271547	Garnishment - DI# 614946	R	6/27/2023	61.00		013713		61.00
00303	Carolyn S. Gola							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	300.00		013714		300.00
00447	Linda L. McCauley							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	300.00		013715		300.00
00640	Veronica Sue Siler							
I-2023 Election Work	2023 City Election Worker	R	6/29/2023	314.48		013716		314.48
00643	Jeffrey G. Skidmore							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	300.00		013717		300.00
00768	Wendy R Williams							
I-2023 City Election	2023 City Election	R	6/29/2023	125.00		013718		125.00
01364	Debra M Riddlebarger							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	310.56		013719		310.56
01366	Christy Tribble							
I-2023 City Election	2023 City Election Ballot Comm	R	6/29/2023	150.00		013720		150.00
01547	Richard F Humphrey							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	735.00		013721		735.00
01564	Charles H Friddle III							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	300.00		013722		300.00
01770	Corina D Belan							
I-2023 City Election	2023 City Election	R	6/29/2023	300.00		013723		300.00
01772	Edward A Tyre							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	300.00		013724		300.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash

DATE RANGE: 6/12/2023 THRU 6/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02095	Thomas Cain							
I-2023 City Election	2023 City Election Ballot Comm	R	6/29/2023	150.00		013725		150.00
02109	Glenda Helmick							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	318.96		013726		318.96
02110	Mary L Richards							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	1,043.92		013727		1,043.92
02111	Lynn C Proudfoot							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	755.00		013728		755.00
02112	Brooke Hinzman							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	313.36		013729		313.36
02113	Cathy Michelle Slawter							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	300.00		013730		300.00
02472	Penelope Jane Friddle							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	300.00		013731		300.00
02473	Stanley K Taylor							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	300.00		013732		300.00
02474	Sara Rose Ratley							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	311.12		013733		311.12
02475	Tina Marie Corcoran							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	300.00		013734		300.00
02476	Nevada Tribble							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	310.00		013735		310.00
02480	Elizabeth B Roberts							
I-2023 City Election	2023 City Election Worker	R	6/29/2023	300.00		013736		300.00
02481	Jennifer Wynette Hohl							
I-2023 Election Work	2023 City Election Worker	R	6/29/2023	300.00		013737		300.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	149	609,674.27	0.00	609,674.27
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	9	67,772.80	0.00	67,772.80
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: Pool TOTALS:	158	677,447.07	0.00	677,447.07
BANK: Pool TOTALS:	158	677,447.07	0.00	677,447.07
REPORT TOTALS:	162	701,366.17	0.00	701,366.17

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 6/12/2023 THRU 6/30/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

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



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 6, 2023
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 316: An Ordinance of the Common Council of Elkins, West Virginia Amending and Re-Enacting City Code, Chapter 90: Animals (final reading)
Recommended By:	Rules & Ordinances Committee
Summary:	See attached memo from the city attorney. A version of this ordinance was approved June 1. However, subsequent changes were made that are substantive enough that the ordinance requires two additional readings.
Fiscal Impact:	n/a
Recommendation:	Approve the amended ordinance on final reading.
Attachments:	1. Memo for Chapter 90 Animals 2. Current city code on animals (Chapter 90) 3. Proposed Change: Ordinance 316 Chapter 90 Animals(Final)

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

CHAPTER 90: ANIMALS

Section

General Provisions

- 90.01 Keeping of hogs or pigs
- 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
- 90.05 Cruelty
- 90.06 Poisoning
- 90.07 Birds and wild fowl
- 90.08 Fighting gamecocks or keeping cockpits
- 90.09 Disposal of dead animals
- 90.10 Staking cows or other animals on streets or property of another
- 90.11 Exhibiting stallion, jack or bull
- 90.12 Slaughtering
- 90.13 Administration and enforcement of chapter; Humane Officer; state law applicable
- 90.14 Procedure on complaint of an animal that is vicious, dangerous or infected with a potentially harmful communicable disease

Dogs

- 90.25 Definition
- 90.26 Annual head tax; imposed; duty of keepers to report to County Assessor; dog tags
- 90.27 Annual head tax; failure to pay
- 90.28 Running at large
- 90.29 Tethering
- 90.30 Barking, howling or squalling dogs, cats or other animals

Impoundment

- 90.45 Conditions; procedure; alternative procedure
- 90.46 Notice to owners or persons in charge
- 90.47 Redemption; costs
- 90.48 Disposition of unredeemed animals and fowl
- 90.49 Disposition of proceeds of sale
- 90.50 Prosecution of violations
- 90.51 Interference with pound and with release of animals

Waterfowl

- 90.65 Purpose and intent
- 90.66 Definitions
- 90.67 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 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)

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 or fowl of any kind or destroy the nests or eggs of any wild bird or fowl. This section shall be administered and enforced by the Enforcement Officer in compliance specifically with the provisions of the West Virginia Code Chapter 20, Article 2, Section 5 and all provisions of the West Virginia Code that are applicable. Any action that is taken to catch or kill wild birds or fowl is not prohibited by this section, 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:

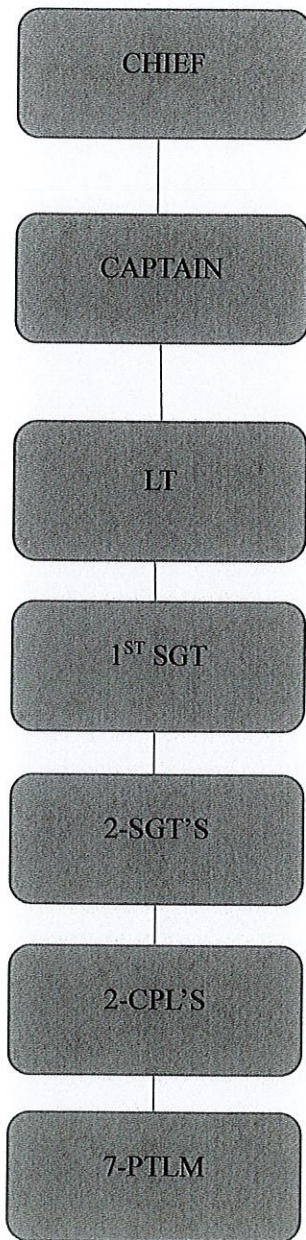
Sutton Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

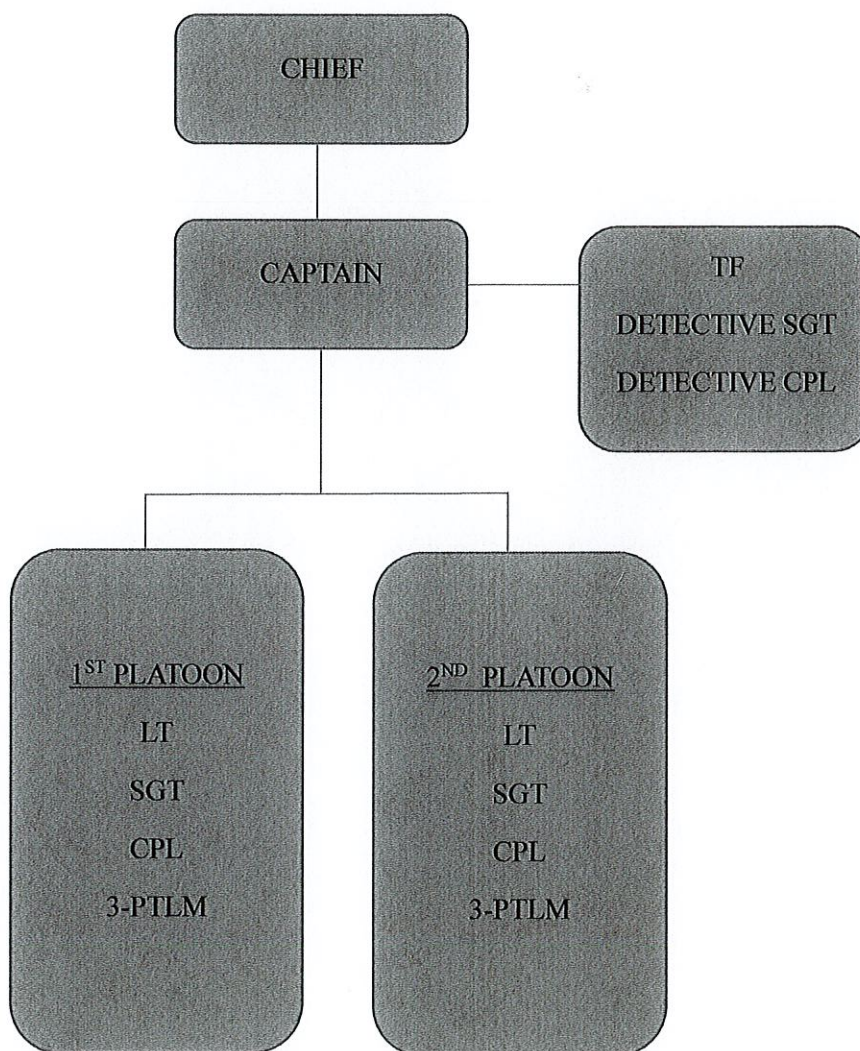
Meeting Date:	July 6, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1675: Implementing a new rank structure in the Elkins Police Department
Recommended By:	Personnel Committee
Summary:	Chief Bennett proposes changing the EPD rank structure, in part to better account for officer(s) detailed to the task force and to provide for identical senior structure on duty during all shifts.
Fiscal Impact:	TBD - although this structure would be adopted immediately, officers must complete time-in-grade requirements before all new positions can be filled.
Recommendation:	Approve the new EPD rank structure.
Attachments:	1. R-1675 - attachment - rank structure 2. R-1675 - modifying EPD rank structure

EPD Organizational Chart



Proposed

EPD Proposed Organizational Chart



IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1675)
July 6, 2023

***Modifying rank structure within
the Elkins Police Department***

WHEREAS, Elkins City Charter §5 directs that Elkins Common Council exercise all corporate powers and authority unless otherwise provided; and

WHEREAS, listed among the general corporate powers and duties of council is the obligation to protect the persons and property within the corporate limits and to preserve the peace and good order therein, and for this purpose to appoint, when necessary, a police force and such other officers as may be deemed necessary; and

WHEREAS, Elkins Common Council has determined, as a matter of essential public policy, the necessity of establishing and implementing competitive levels of compensation and reasonable opportunities for advancement within the police department to attract and retain police officers;

NOW, THEREFORE BE IT RESOLVED, THAT: Effective immediately, the Elkins Common Council hereby modifies the rank structure of the Elkins Police Department as shown in the attached.

Jerry Marco, Mayor

Attest:

Sutton Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 6, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1676: Coal Severance Fund budget revision
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. R-1676 - coal severance fund 2023 budget revision 2. Coal Severance BR #1

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

(#1676)
July 6, 2023

Resolution to Approve Budget Revision for Fiscal Year 2024

At a regular session of the Elkins Common Council, held July 6, 2023, the following order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices the Elkins Common Council does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on State Auditor Budget Revision 002-01 (City Budget Revision 2024-002-01), copies of which are entered as part of this record.

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

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

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

Jerry Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk

Agenda Item Report

Meeting Date	July 6, 2023
Agenda Item Name	Coal Severance Budget Revision #1
Recommended by	Treasurer
Summary	Per WV Code § 11-13A-6
Fiscal Impact	-\$190.00
Attachments	Revision #1
Recommendation	Council Approval

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

REQUEST FOR REVISION TO APPROVED BUDGET

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

CONTROL NUMBER
 Fiscal Year Ending **2024**
 Fund: **2**
 Revision Number: **1**
 Pages: **1 of 1**

City of Elkins
 GOVERNMENT ENTITY

Person To Contact Regarding Request:

Name: **Tracy Judy**
 Phone: **304-636-1414, ext 1317**
 Fax: **304-635-7135**
 Email: **tjudy@cityofelkinswv.com**

401 Davis Ave.
 STREET OR PO BOX

Elkins 26241
 CITY ZIP CODE

Municipality
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
298	Assigned Fund Balance	150,000		190	149,810
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

-190

Explanation for Account # 378, Municipal Specific:

Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
440	City Hall	177,000		190	176,810
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

-190

APPROVED BY THE STATE AUDITOR

BY:
 Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE
 OF ENTITY

APPROVAL
 DATE



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	July 6, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Resolution 1677: Amending the memorandum of understanding between the Kump Education Center and the City of Elkins
Recommended By:	City Attorney/Kump Education Center staff
Summary:	This version is the result of input from Kump Center board members and has been reviewed by the city attorney.
Fiscal Impact:	N/A
Recommendation:	Approve the amended MOU between the Kump Education Center and City of Elkins.
Attachments:	1. R-1677 - revising Memorandum of Understanding with Kump House 2. KEC MOU from City Attorney June 15 version

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1677)
July 6, 2023

***Amending the Memorandum of Understanding between the Kump Education Center
and the City of Elkins, and Authorizing Execution of Amended Agreement***

WHEREAS, The City of Elkins, West Virginia (“City”) is the owner of the real property and structures known as the historic Kump House; and,

WHEREAS, the Kump Education Center is a non-profit 501(c)(3) corporation established for the purpose of preservation, education and the declared wishes of the endowed trust of Mary Gamble Kump; and,

WHEREAS, the City has previously executed a Memorandum of Understanding with the Kump Education Center for the use of the Kump House, in 2016 via Resolution 959; and,

WHEREAS, the City has received a proposed amended Memorandum of Understanding (copy attached) with the Kump Education Center for the use of the Kump House; and,

WHEREAS, it appears that executing this Memorandum of Understanding as amended 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 amended Memorandum of Agreement with the Kump Education Center by the Mayor on behalf of the City of Elkins.

Jerry Marco, Mayor

Attest:

Sutton Stokes, City Clerk

**Memorandum of Understanding
Between
The City of Elkins
and
The Kump Education Center**

This Memorandum of Understanding (“MOU”) is made and entered into between the City of Elkins, a municipal corporation (“City”) and the Kump Education Center, Inc., a nonprofit corporation (“Center”). City and Center may be collectively referred to herein as the Parties.

RECITALS

Whereas, the City is the owner of the real property and structures known as the historic Kump House, (“Property”) located at 401 South Randolph Avenue, Elkins, W.Va., said property having been gifted to the City by Mary Gamble Kump, daughter of Governor H. G. Kump.

Whereas, the Center is a non-profit 501(c) (3) corporation which was formed to further the purposes of preservation, education and the declared wishes of the endowed trust of Mary Gamble Kump.

Whereas, the Parties enter into this MOU to establish the roles and responsibilities between City and Center, concerning the maintenance, use and operation of the Property.

AGREEMENT

1. The Center will have use of the Property for the stated goals of its organization to further the preservation and education purposes. Any use of the property for any purpose other than by the Center shall be scheduled and coordinated with the Center **and approved by the City.**

2. In consideration of the use of the Property, the Center will make efforts to procure funding for improvements to the Property. The source of the funding may be from grants, donations or other public ~~or~~ **and** private sources. All funding sources ~~requiring matching~~

funds shall be presented to the City for its consideration and approval. The City will cooperate with the Center in the procurement of the funding as the owner of the Property.

3. The Center and City agree that all fund-raising efforts shall be under the direction of the Center and that the City shall not have any responsibility for or control over the actions of the Center. The Center agrees to inform the City of all fund-raising efforts.

4. During the term of this MOU, the Center shall maintain its non-profit 501(c) (3) corporation status. If the status of the Center changes for any reason, the Center shall inform the City of such change.

5. The City and the Center agree to consult together to resolve issues of building standards for safety, maintenance and historic integrity. Any issues concerning building standards will be in compliance with all Federal and State laws. Any non-emergency capital improvement in an amount above five hundred dollars (\$500.00) done on the Property shall be approved in advance by the City's Operations Department.

6. The Center shall make quarterly written reports to the City concerning the Property, including information but not limited to the following: 1) status of work, 2) plans for improvements, 3) efforts to obtain funding and 4) any events or activities planned by the Center, and 5) financial information, including the financial status of the Kump House Endowment Trust. The Center will, upon reasonable notice from the City, make available for inspection its financial records related to the Property.

7. This MOU is neither a fiscal nor a funds obligation document. It is further understood that all work done by the Center on the Property will be done by volunteers or licensed contractors. Any request to have assistance of City employees concerning the Property shall be made to the City's Operations Department.

8. The partial or total invalidity of one or more parts of this MOU will not affect the intent or validity or remaining parts of this MOU.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

10. This MOU may be modified or amended, only upon written consent of both Parties. The terms and conditions of this MOU shall remain in effect for a period of one year from the effective date of this MOU, or terminated as mutually agreed, or upon ninety (90) days written notice by either Party. The term will be renewed automatically from year to year at the conclusion of the term, unless otherwise agreed upon by the Parties.

11. To the fullest extent permitted by law, the Center shall defend, indemnify and hold harmless City, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising or resulting directly or indirectly from any act or omission of the Center or its assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

12. Throughout the term of this Agreement, the Center shall, at no cost to City, obtain and maintain a General Liability and Property Insurance policy on a per occurrence basis, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof. As a condition precedent to City's obligation under this Agreement, the Center shall furnish written evidence of such coverage for the Property, with a Certificate of Insurance, naming the City, its officers and employees as additional insureds on the general Liability and Property insurance policy.

13. The City shall maintain General Liability and Property Insurance on the Property at its expense. In addition, the City shall maintain insurance coverage for personal property and contents on and contained in the Property.

14. This MOU contains the entire understanding between the Parties with respect to the subject matter herein.

In Witness Whereof, this MOU is executed by the City of Elkins and by the Kump Education Center, Inc. as of the date below.

City of Elkins

Kump Education Center, Inc.

By: _____
Jerry A. Marco, Mayor

By: _____

Its: _____

Date: _____

Date: _____