City of Elkins

Regular Council Meeting

July 20, 2023
7:00 PM
401 Davis Avenue
Council Chamber, 2nd Floor

MINUTES

AGENDA

1. **Public Hearing: Optimum franchise renewal**
2. **Invocation and Pledge of Allegiance**
3. **Call to order and roll call**
4. **Public comment**
5. **Minutes**
   a. Proposed minutes for the meeting of July 6, 2023
6. **Correspondence and Notifications**
   a. Promotion of W. Butcher to the rank of corporal in the Elkins Police Department
7. **Committee Reports**
8. **Staff reports**
   a. Treasurer's report
9. **Approval of vendor invoice payments**

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

Vendor invoices presented for approval: July 3-14, 2023

10. **New business**
    a. Ordinance 309: An Ordinance of the Common Council of the City of Elkins, West Virginia, Renewing Franchise Agreement with Cequel III Communications, LLC DBA Optimum (final reading).
    b. Ordinance 318: An Ordinance Of The Common Council Of Elkins, West Virginia Amending Sections Of City Code, Chapter 152, Zoning Regarding Sign Regulations In The Central Business District (first of two readings)
    c. Resolution 1678: Creating a new position in the Sanitation Department of Sanitation Driver/Grapple Truck Operator
    d. Resolution 1679: Authorizing Conditions of Lease & Addendum and Maintenance Agreement between Hart Office Solutions and the City of Elkins (Utility Billing)
    e. Resolution 1680: Budget Revision SAO-2024-001-01
    f. ABCA floorplan extension endorsement for El Gran Sabor

g. Reschedule or cancel August 3 council meeting

11. Mayor’s comments

12. Adjournment

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	July 20, 2023
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of July 6, 2023
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. city council - 2023_07_06 - minutes_proposed

ELKINS COMMON COUNCIL
REGULAR COUNCIL MEETING
MINUTES

401 Davis Avenue
Council Chamber, 2nd Floor
July 6, 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; Councilors N.E. Bross-Fregonara, A.C. Carroll, R.C. Chenoweth, G.M. Hinchman, B.C. Kerns, D.C. Parker, E. L. Plishka, L.S. Severino, and C.H. Thompson; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Chief T. Bennett; Operations Manager M. Kesecker; City Attorney G. S. Roberts; and City Clerk S.R. Stokes (recording secretary).

Councilor C.C. Lowther was absent.

PUBLIC COMMENT

Josh Beauvais, of 167 Guy Street, spoke again in opposition to holding LGBTQ Pride events in City Park.

MINUTES

Cm. Chenoweth **MOVED APPROVAL OF THE MINUTES OF THE JUNE 15, 2023 MEETING.** The motion carried.

Cm. Hinchman **MOVED APPROVAL OF THE MINUTES OF THE JUNE 19, 2023 MEETING.** The motion carried.

Cm. Chenoweth **MOVED APPROVAL OF THE MINUTES OF THE JUNE 22, 2023 MEETING.** 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 June 12-June 30, 2023.

NEW BUSINESS

Cw. Bross-Fregonara **MOVED APPROVAL OF ORDINANCE 316: AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA AMENDING AND RE-ENACTING CITY CODE, CHAPTER 90: ANIMALS (FINAL READING).** The motion carried.

Cm. Chenoweth **MOVED APPROVAL OF RESOLUTION 1675: IMPLEMENTING A NEW RANK STRUCTURE IN THE ELKINS POLICE DEPARTMENT.** The motion carried.

Cm. Hinchman **MOVED APPROVAL OF RESOLUTION 1676: COAL SEVERANCE FUND BUDGET REVISION.** The motion carried.

Cw. Bross-Fregonara **MOVED APPROVAL OF RESOLUTION 1677: AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE KUMP EDUCATION CENTER AND THE CITY OF ELKINS.** Cm. Carroll recused himself because he is a member of the Kump Education Center Board of Directors. The motion carried.

The meeting adjourned at 8:37 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 20, 2023
Section:	Correspondence and Notifications
Category:	Presentation
Agenda Item Name:	Promotion of W. Butcher to the rank of corporal in the Elkins Police Department
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. EPD promotion - Butcher - 2023_05_15

Jerry Marco
Mayor

CITY OF ELKINS

401 Davis Avenue
Elkins, West Virginia 26241

April 29, 2023

Chief Travis Bennett
Elkins Police Department
401 Davis Avenue
Elkins, WV 26241

Chief Bennett:

You have advised me of a corporal vacancy arising from the resignation of D. Sayre, effective May 15. In my capacity as Appointing Officer under the rules of the Elkins Police Civil Service Commission, I hereby promote William Butcher to the rank of corporal, effective May 15, 2023.

Sincerely,

Jerry Marco, Mayor

Jerry Marco
Mayor

CITY OF ELKINS

401 Davis Avenue
Elkins, West Virginia 26241

April 29, 2023

Mayor Jerry Marco
Elkins City Hall
401 Davis Avenue
Elkins, WV 26241

Mayor Marco:

By your letter dated April 27, you advised the Elkins Police Civil Service Commission of a vacancy in the rank of corporal, effective May 15.

At its meeting yesterday, the Elkins Police Civil Service Commission certified that William Butcher is next on the list of officers eligible for promotion to corporal.

Sincerely,

Sutton R. Stokes
Clerk, Elkins Police Civil Service Commission

Jerry Marco
Mayor

CITY OF ELKINS

401 Davis Avenue
Elkins, West Virginia 26241

April 27, 2023

Sutton Stokes, Clerk of the Police Civil Service Commission
Elkins City Clerk
401 Davis Ave.
Elkins, WV 26241

Sutton:

A vacancy in the rank of Corporal has arisen in the police department, effective May 15. I am hereby requesting that the Commission certify to me the next eligible applicant from the current Corporal promotion list.

Sincerely,

Jerry Marco, Mayor

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	July 20, 2023
Section:	Staff reports
Category:	Presentation
Agenda Item Name:	Treasurer's report
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. Treasurer's Report

General Fund Revenue Detail

	June Revenues	YTD Revenues	Percent of Revenues Collected Per Budget	Percent of Yr. Completed 100.00
Unassigned Fund Balance				270,054.00
County Tax	$16,387.27	$1,099,937.44	100.51%	1,094,407.00
B & O Tax	$2,921.20	$1,707,001.84	130.80%	1,305,000.00
Hotel/Motel Tax	$18,044.38	$220,334.99	137.62%	160,100.00
Gas & Oil Severance Tax	$0.00	$40,323.89	336.03%	12,000.00
2% City Utility Tax	$7,062.45	$76,801.57	114.63%	67,000.00
Utility Excise Tax	$20,006.88	$331,903.04	114.45%	290,000.00
Liquor Tax	$0.00	$93,429.26	98.35%	95,000.00
Police	$1,351.52	$26,569.65	115.02%	23,100.00
Municipal Court	$1,896.98	$78,533.27	164.30%	47,800.00
Code Enforcement	$3,274.74	$34,636.55	112.82%	30,700.00
Business License	$12,920.00	$30,120.00	103.86%	29,000.00
Intergovernmental	$25,190.77	$353,383.95	110.26%	320,503.00
Franchise/IRP Fees	$0.00	$135,325.12	100.99%	134,000.00
Phil Gainer Community Center	$11,177.00	$63,983.25	213.28%	30,000.00
Misc. Revenue	$17,399.49	$277,004.15	384.41%	72,060.00
Municipal Sales Tax	$0.00	$1,466,879.11	104.78%	1,400,000.00
TOTAL	**$137,632.68**	**$6,036,167.08**	**112.18%**	5,380,724.00

Bank Account Name	Balance as of 6/30/2023	Notes
ARPA	$905,503.77	Federal funds for use based on guidelines by the US Dept. of Treasury.
Elkins Building Comm. Sinking Fund	$0.00	Bond for Baxter St. Garage. Last monthly payment of $3,483.79 will be July 2026.
Elkins Municipal Building Comm	$0.00	Will be used for HVAC project and sanitation garage.
Financial Stabilization	$1,136,423.41	30% of budgeted General Fund revenues allowed. For FY2024, $1,701,608.40 is the maximum allowed.
Fire Pension Fund	$2,462,219.14	Old pension fund. Currently has 3 active employees and 1 beneficiary (spouse).
Firemen's Pension & Relief Fund	$0.00	State allocations deposited in this account then transferred to Fire Pension Fund.
Landfill Access Escrow	$1,802,690.35	The state will take these funds upon completion of landfill closure.
Landfill Post Closure	$48,687.55	The state will take these funds upon completion of landfill closure.
Payroll	$7,108.01	Includes wages, FICA, state and federal withholding. This is a clearing account.
Police Forfeitures	$1,848.05	Funds from the seizure account will be transferred to this account due to a criminal conviction.
Police Pension Fund	$4,227,946.73	Old pension fund. Currently has 3 active employees, 11 retirees and 2 beneficiaries (spouses).
Police Seizures	$26,572.60	Funds seized until final resolution of possible charges against a defendant.
Policemen's Pension & Relief Fund	$0.00	State allocations deposited in this account then transferred to Police Pension Fund.
Pooled Cash-Coal Severance Fund	$149,810.28	Budgeted for City Hall. $50,000 approved for FD/PD training facility.
Pooled Cash-Fire Fund	$472,345.05	Fire Dept. is funded by in city and first due fire service fees.
Pooled Cash-General Fund	$1,319,464.36	Comprised mainly of county, B&O, and sales taxes.
Pooled Cash-Landfill Fund	$124,153.34	The city is responsible for liability insurance and utilities (electric).
Pooled Cash-Parks Fund	$996,405.68	Parks is funded by an monthly city contribution, county contribution, grants and/or estate settlements.
Pooled Cash-Sanitation Fund	$1,282,690.86	Any related sanitation service for residential and commercial customers.
Pooled Cash-Sewer Fund	$143,860.09	Any related sewer service for residential and commercial customers.
Pooled Cash-Water Fund	$160,749.33	Any related water service for residential and commercial customers.
Sewer Depreciation	$229,116.91	2.5% of gross revenues each month must be deposited in this account, no cap amount.
Sewer O&M	$340,034.66	Per SB234, reserve account for no less than one eighth of annual operation & maintenance expense. Currently $157,846.56 annually.
Water Depreciation	$123,775.55	2.5% of gross revenues each month must be deposited in this account, no cap amount.
Water O&M	$317,354.07	Per SB234, reserve account for no less than one eighth of annual operation & maintenance expense. Currently, $154,825.68 annually.

FY2023 Budget Control Summary

General Fund														YTD TOTALS
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	$789,527.60	$344,994.76	$557,718.83	$1,160,897.12	$213,049.39	$124,782.01	$964,449.02	$217,609.55	$266,284.30	$972,868.41	$281,277.81	$137,632.68	$465,118.27	$6,031,091.48
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	$539,656.21	$505,777.32	$424,092.94	$455,380.71	$385,791.35	$516,766.02	$383,763.43	$422,107.12	$426,990.85	$361,363.97	$441,160.98	$703,122.31		$5,565,973.21

Sanitation Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	$120,664.99	$119,372.54	$133,307.40	$141,334.45	$122,103.24	$128,929.99	$115,827.47	$126,402.44	$123,868.58	$105,942.42	$173,712.94	$131,938.78	$62,655.85	$1,543,405.24
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	$136,876.45	$120,282.93	$123,237.98	$120,910.12	$132,835.31	$137,600.87	$123,903.61	$100,347.18	$120,426.75	$102,001.25	$128,904.93	$133,422.01		$1,480,749.39

Sewer Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	$146,801.37	$204,684.63	$201,750.37	$211,507.19	$201,442.20	$200,168.64	$172,822.92	$222,058.52	$222,085.61	$171,902.43	$218,442.26	$197,895.41	-$639,468.50	$2,371,561.55
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	$230,600.11	$237,612.50	$235,426.57	$269,300.47	$235,245.13	$258,723.18	$237,877.08	$231,840.19	$275,103.68	$240,451.82	$259,555.25	$299,294.07		$2,139,198.04

Water Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	$240,237.03	$321,348.32	$291,325.28	$351,391.12	$398,778.11	$414,032.60	$406,343.47	$360,926.74	$333,270.91	$333,734.54	$391,063.64	$390,897.84	$181,415.07	$4,233,349.60
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	$344,166.21	$321,974.85	$341,440.58	$365,028.31	$291,489.07	$357,558.74	$352,557.27	$309,600.72	$368,177.81	$297,989.01	$317,507.47	$384,444.49		$4,051,934.53

Fire Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	$171,688.33	$97,384.71	$89,552.05	$50,255.73	$82,767.87	$79,181.94	$28,842.66	$91,073.92	$79,115.05	$34,163.68	$70,496.53	$50,477.42	-$86,833.18	$924,999.89
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	$108,586.69	$73,773.16	$79,332.40	$84,690.06	$97,422.80	$107,534.67	$76,408.49	$68,466.15	$71,242.27	$73,348.15	$74,188.39	$96,839.84		$1,011,833.07

Landfill Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	$13.19	$30.88	$12.15	$25.29	$29.75	$379.95	$379.16	$440.88	$396.90	$299.64	$421.00	$516.07	-$3,241.56	$2,944.86
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	$2,152.54	$12.33	$1,315.71	$12.46	$11.22	$1,327.57	$0.00	$15.59	$1,317.47	$6.69	$11.67	$3.17		$6,186.42

CITY OF ELKINS

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

Under penalty for false swearing (West Virginia Code §61-5-3), I hereby certify the foregoing information in this annual report of the Policemen's Pension and Protection Fund for fiscal year 2023 to be true and accurate in all respects. I further certify (per§8-22-19(d)(1) and §8-22-19(d)(1)(B)) the Board of Trustees of the pension and relief fund has made a report to the governing body of the municipality and to the oversight board on the condition of its fund with respect to the fiscal year. This Annual Report has been presented to the Elkins city council on July 20, 2023.

Date: July 20, 2023

Name: Tracy R. Judy

Signed: Tracy R. Judy

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

Municipality: City of Elkins

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

Pension Fund	Policemen's Pension & Relief Fund
Treasurer	Tracy Judy
Municipality	City of Elkins
Fiscal Year (July 1 - June 30)	2023

Actuarial Funding Method

	Standard Funding Method
X	Optional Funding Method
	Alternative Funding Method (107%)
	% Necessary to Maintain Plan Solvency for 15 Years

PART I - Asset Reconciliation from Beginning of Fiscal Year to End of Fiscal Year

Item				Amount
Beginning Fair Value of Pension Plan	**July 1 (cash value)**			**$ 3,997,261.54**
a. Prior year net receivable/payable				$ -
Beginning Fair Value of Pension Plan	**July 1 (accrued value)**			$ 3,997,261.54
I. Revenue During Fiscal Year				
1. Employee Contributions				
a. For Employees hired prior to Jan. 1, 2010	Percent of Gross Salary	7.00%	$ 4,673.08	
b. For Employees hired on or after Jan. 1, 2010	Percent of Gross Salary	9.50%	$ 11,738.42	
c. Total Employee Contributions				$ 16,411.50
2. Government Contributions				
a. From Parent Local Government (Required employer contributions from your municipality)			$ 22,770.00	
b. Overpayment Authorized by City Council Pursuant to §WV Code 8-22-27A(d)			$ -	
c. Additional Employer Contributions From Your Municipality			$ 731.85	
d. From State Government (Municipal Pensions Oversight Board (premium surcharges on fire and casualty insurance))			$ 132,553.97	
e. Total Government Contributions				$ 156,055.82
3. Receivable Contributions				
a. Employee Contributions			$ -	
b. Local Government Contributions			$ -	
c. State Government Contributions			$ -	
d. Other Contributions			$ -	
e. Total Receivable Contributions				$ -
4. Earnings on Investments				
a. Net Appreciation/(Depreciation) of Fair Value of Investments			$ 348,672.59	
b. Net Realized Gain/(Loss) on Sale/Exchange			$ 29,669.27	
c. Interest and Dividends			$ 60,383.45	
d. Other Income			$ -	
e. Investment Expenses **(enter as negative)**			$ (11,803.42)	
f. Receivable Investment Income			$ -	
g. Payable Investment Expenses **(enter as negative)**			$ -	
h. Total Earnings on Investments				$ 426,921.89
5. All Other Revenues (Please Specify)				$ -
Total Revenues (The sum of items I.1. through I.7.)				$ 599,389.21

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

Item			Amount
II Expenditures During Fiscal Year	Does not include Investment Expenses, see I.4.e. and I.4.g. on first page.		
1. Benefits Paid			
Retirement, disability, survivor and any other benefits.			$ 368,704.02
2. Withdrawals			
Amount paid to employees or former employees or their survivors, representing return of contributions made by employees during the period of their employment			$ -
3. Administration Expenses			
Administrative expenses and other costs or payments not representing benefit payments or withdrawals.			
a. Municipal Administration	Municipal administration fees.	$ -	
b. Other Administration	Example: Pension Secretary expenses; Rent; etc.	$ -	
c. Total Administration Expenses			$ -
4. Payables			
Monies payable after the end of the fiscal year			
a. Benefit Payments		$ -	
b. Withdrawals		$ -	
c. Administration Expenses		$ -	
d. Total Payables			$ -
Total Expenditures	The sum of items II.1. through II.4		$ 368,704.02
Net Income/(Loss)			$ 230,685.19
Ending Fair Value of Pension Plan	**June 30 (cash value)**		$ 4,227,946.73
a. Net receivable/payable			$ -
Ending Fair Value of Pension Plan	**June 30 (accrued value)**		$ 4,227,946.73

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

PART II - Asset Allocation at End of Fiscal Year

1. Cash and Cash Equivalents - Short Term		Percent of Total Assets	4.04%
Financial Institution or Money Manager	Type of Account	Fair Value	
a.	Checking	$ -	
b.	Treasury Bills	$ -	
Citizens Bank of West Virginia	Savings or Money Market Account	$ 170,988.16	
d.	Short Term Investment Funds	$ -	
e.	Re-Purchase Agreements	$ -	
f.	Commercial Paper	$ -	
g.	CDs and Bankers' Acceptances	$ -	
			Fair Value
Total Cash and Cash Equivalents	The sum of items 1.a. through 1.g.		$ 170,988.16

2. Fixed Income - Long Term		Percent of Total Assets	34.55%
Financial Institution or Money Manager	Type of Account	Fair Value	
Citizens Bank of West Virginia	US Govt Agencies & Instruments	$ 649,185.10	
b.	Foreign Govt, Subdivisions,Agencies or Enterprise	$ -	
c.	International agencies or supranational entities	$ -	
d.	Mortgage-related or others asset back securities	$ -	
e.	Corporate Debt Securities	$ -	
f.	Corporate Inflation-index bonds	$ -	
Citizens Bank of West Virginia	Bank CD's, fixed time deposits, Bankers Acceptance	$ 811,711.20	
h.	State & Local Govt Debt Securities	$ -	
i.	Mutual Funds (Bonds)	$ -	
j.	International Mutual Funds - Bonds	$ -	
k.	Exchange Traded Funds (ETF) - Bonds	$ -	
l.	International Exchange Traded Funds (ETF) - Bonds	$ -	
			Fair Value
Total Fixed Income (at fair value)	The sum of items 2.a. through 2.l.		$ 1,460,896.30

3. Equity Investments		Percent of Total Assets	61.40%
Financial Institution or Money Manager	Type of Account	Fair Value	
a.	Individual Stocks Held	$ -	
b.	Mutual Fund Shares (Equities)	$ -	
Citizens Bank of West Virginia	Exchange Traded Funds (ETF)	$ 2,596,062.27	
d.	International Stocks Held	$ -	
e.	International Mutual Funds - Equities	$ -	
f.	International Exchange Traded Funds (ETF)	$ -	
			Fair Value
Total Equity Investments (at fair value)	The sum of items 3.a. through 3.f.		$ 2,596,062.27

4. Alternative Investments		Percent of Total Assets	0.00%
Financial Institution or Money Manager	Type of Account	Fair Value	
a.	Real Estate Investment Trust	$ -	
b.	Private Equity Fund	$ -	
c.	Hedge Funds	$ -	
d.	Other Alternative Investments	$ -	
			Fair Value
Total Alternative Investments (at fair value)	The sum of items 4.a. through 4.d.		$ -

5. Receivables and Payables		Percent of Total Assets	0.00%
	Type	Fair Value	
a.	Receivable Contributions	$ -	
b.	Receivable Investment Income	$ -	
c.	Payable Investment Expense	$ -	
d.	Payable Benefits, Withdrawals, and Admin Expenses	$ -	
			Fair Value
Net Receivable/(Payable)	The sum of items 5.a. through 5.d.		$ -

Total Assets	**Sum of 1. through 5.**	$ 4,227,946.73

6. Total return on investments for the period of July 1 thru June 30	(Obtain from financial institution or money manager)	10.68%

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

PART III - Membership and Beneficiaries

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

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

Item		Avg. Monthly #
I. Members of your Pension Fund	Exclude Beneficiaries	
1. Active Members	Current number of employees contributing to the pension fund	3.00
2. Inactive Members	Non-active vested members and employees on extended leave without pay	
II. Beneficiaries Receiving Periodic Benefit Payments During Fiscal Year		
1. Retirees		9.00
2. Disability Retirees	Includes the new applications approved during reporting period	
a. Number of Disability Applications received during the fiscal year		
b. Status of each Disability Application at end of fiscal year - please attach separate sheet with details		
(1.) Disability Applications Approved during Fiscal Year		
(2.) Disability Applications Denied during Fiscal Year		
3. Percentage of Disability Benefit Recipients to the Total of Active Members in the fund		0.00%
4. Survivors (of Deceased Members) Drawing Benefits		

PART IV - Legal Thresholds for Investments

	(1)	(2)	(3)
		Maximum	(Over)
	%	% and $	Under
Equity Investments	61%	75%	14%
International Securities	0%	30%	30%
Alternative Investments	0%	25%	25%
Cash/Cash Equivalents and		25%	-14%
Fixed Income (Low 25%; High 75%)	39%	75%	36%
Short Term Investment - (90 days of expenses)		$ 92,176.01	$ (78,812.16)

CITY OF ELKINS

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

Under penalty for false swearing (West Virginia Code §61-5-3), I hereby certify the foregoing information in this annual report of the Firemen's Pension and Protection Fund for fiscal year 2023 to be true and accurate in all respects. I further certify (per§8-22-19(d)(1) and §8-22-19(d)(1)(B)) the Board of Trustees of the pension and relief fund has made a report to the governing body of the municipality and to the oversight board on the condition of its fund with respect to the fiscal year. This Annual Report has been presented to the Elkins city council on July 20, 2023.

Date: July 20, 2023

Name: Tracy R. Judy

Signed: Tracy R. Judy

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

Municipality: City of Elkins

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

Pension Fund	Firemen's Penison & Relief Fund
Treasurer	Tracy Judy
Municipality	City of Elkins
Fiscal Year (July 1 - June 30)	2023

Actuarial Funding Method

	Standard Funding Method
X	Optional Funding Method
	Alternative Funding Method (107%)
	% Necessary to Maintain Plan Solvency for 15 Years

PART I - Asset Reconciliation from Beginning of Fiscal Year to End of Fiscal Year

Item				Amount
Beginning Fair Value of Pension Plan	**July 1 (cash value)**			**$ 2,219,808.05**
a. Prior year net receivable/payable				$ -
Beginning Fair Value of Pension Plan	**July 1 (accrued value)**			$ 2,219,808.05
I. Revenue During Fiscal Year				
1. Employee Contributions				
a. For Employees hired prior to Jan. 1, 2010	Percent of Gross Salary	7.00%	$ 13,685.07	
b. For Employees hired on or after Jan. 1, 2010	Percent of Gross Salary	9.50%	$ -	
c. Total Employee Contributions				$ 13,685.07
2. Government Contributions				
a. From Parent Local Government (Required employer contributions from your municipality)			$ 49,623.00	
b. Overpayment Authorized by City Council Pursuant to §WV Code 8-22-27A(d)			$ -	
c. Additional Employer Contributions From Your Municipality			$ -	
d. From State Government (Municipal Pensions Oversight Board (premium surcharges on fire and casualty insurance))			$ -	
e. Total Government Contributions				$ 49,623.00
3. Receivable Contributions				
a. Employee Contributions			$ -	
b. Local Government Contributions			$ -	
c. State Government Contributions			$ -	
d. Other Contributions			$ -	
e. Total Receivable Contributions				$ -
4. Earnings on Investments				
a. Net Appreciation/(Depreciation) of Fair Value of Investments			$ 174,627.88	
b. Net Realized Gain/(Loss) on Sale/Exchange			$ -	
c. Interest and Dividends			$ 34,938.75	
d. Other Income			$ -	
e. Investment Expenses **(enter as negative)**			$ (7,448.70)	
f. Receivable Investment Income			$ -	
g. Payable Investment Expenses **(enter as negative)**			$ -	
h. Total Earnings on Investments				$ 202,117.93
5. All Other Revenues				
Please Specify				$ -
Total Revenues (The sum of items I.1. through I.7.)				**$ 265,426.00**

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

Item			Amount
II Expenditures During Fiscal Year	Does not include Investment Expenses, see I.4.e. and I.4.g. on first page.		
1. Benefits Paid Retirement, disability, survivor and any other benefits.			$ 23,014.91
2. Withdrawals Amount paid to employees or former employees or their survivors, representing return of contributions made by employees during the period of their employment			$ -
3. Administration Expenses Administrative expenses and other costs or payments not representing benefit payments or withdrawals.			
a. Municipal Administration	Municipal administration fees.	$ -	
b. Other Administration	Example: Pension Secretary expenses; Rent; etc.	$ -	
c. Total Administration Expenses			$ -
4. Payables Monies payable after the end of the fiscal year			
a. Benefit Payments		$ -	
b. Withdrawals		$ -	
c. Administration Expenses		$ -	
d. Total Payables			$ -
Total Expenditures	The sum of items II.1. through II.4		$ 23,014.91
Net Income/(Loss)			$ 242,411.09
Ending Fair Value of Pension Plan	**June 30 (cash value)**		$ 2,462,219.14
a. Net receivable/payable			$ -
Ending Fair Value of Pension Plan	**June 30 (accrued value)**		$ 2,462,219.14

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

PART II - Asset Allocation at End of Fiscal Year

1. Cash and Cash Equivalents - Short Term		Percent of Total Assets	5.67%
Financial Institution or Money Manager	Type of Account	Fair Value	
a.	Checking	$ -	
b.	Treasury Bills	$ -	
Citizens Bank of West Virginia	Savings or Money Market Account	$ 139,487.24	
d.	Short Term Investment Funds	$ -	
e.	Re-Purchase Agreements	$ -	
f.	Commercial Paper	$ -	
g.	CDs and Bankers' Acceptances	$ -	
			Fair Value
Total Cash and Cash Equivalents	The sum of items 1.a. through 1.g.		$ 139,487.24

2. Fixed Income - Long Term		Percent of Total Assets	42.83%
Financial Institution or Money Manager	Type of Account	Fair Value	
Citizens Bank of West Virginia	US Govt Agencies & Instruments	$ 246,596.00	
b.	Foreign Govt, Subdivisions,Agencies or Enterprise	$ -	
c.	International agencies or supranational entities	$ -	
d.	Mortgage-related or others asset back securities	$ -	
e.	Corporate Debt Securities	$ -	
f.	Corporate Inflation-index bonds	$ -	
Citizens Bank of West Virginia	Bank CD's, fixed time deposits, Bankers Acceptance	$ 808,027.25	
h.	State & Local Govt Debt Securities	$ -	
i.	Mutual Funds (Bonds)	$ -	
j.	International Mutual Funds - Bonds	$ -	
k.	Exchange Traded Funds (ETF) - Bonds	$ -	
l.	International Exchange Traded Funds (ETF) - Bonds	$ -	
			Fair Value
Total Fixed Income (at fair value)	The sum of items 2.a. through 2.l.		$ 1,054,623.25

3. Equity Investments		Percent of Total Assets	51.50%
Financial Institution or Money Manager	Type of Account	Fair Value	
a.	Individual Stocks Held	$ -	
b.	Mutual Fund Shares (Equities)	$ -	
Citizens Bank of West Virginia	Exchange Traded Funds (ETF)	$ 1,268,108.65	
d.	International Stocks Held	$ -	
e.	International Mutual Funds - Equities	$ -	
f.	International Exchange Traded Funds (ETF)	$ -	
			Fair Value
Total Equity Investments (at fair value)	The sum of items 3.a. through 3.f.		$ 1,268,108.65

4. Alternative Investments		Percent of Total Assets	0.00%
Financial Institution or Money Manager	Type of Account	Fair Value	
a.	Real Estate Investment Trust	$ -	
b.	Private Equity Fund	$ -	
c.	Hedge Funds	$ -	
d.	Other Alternative Investments	$ -	
			Fair Value
Total Alternative Investments (at fair value)	The sum of items 4.a. through 4.d.		$ -

5. Receivables and Payables		Percent of Total Assets	0.00%
	Type	Fair Value	
a.	Receivable Contributions	$ -	
b.	Receivable Investment Income	$ -	
c.	Payable Investment Expense	$ -	
d.	Payable Benefits, Withdrawals, and Admin Expenses	$ -	
			Fair Value
Net Receivable/(Payable)	The sum of items 5.a. through 5.d.		$ -

Total Assets	**Sum of 1. through 5.**	**$ 2,462,219.14**

6. Total return on investments for the period of July 1 thru June 30	(Obtain from financial institution or money manager)	**9.11%**

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

PART III - Membership and Beneficiaries

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

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

Item		Avg. Monthly #
I. Members of your Pension Fund	Exclude Beneficiaries	
1. Active Members	Current number of employees contributing to the pension fund	3.00
2. Inactive Members	Non-active vested members and employees on extended leave without pay	
II. Beneficiaries Receiving Periodic Benefit Payments During Fiscal Year		
1. Retirees		
2. Disability Retirees	Includes the new applications approved during reporting period	
a. Number of Disability Applications received during the fiscal year		
b. Status of each Disability Application at end of fiscal year - please attach separate sheet with details		
(1.) Disability Applications Approved during Fiscal Year		
(2.) Disability Applications Denied during Fiscal Year		
3. Percentage of Disability Benefit Recipients to the Total of Active Members in the fund		0.00%
4. Survivors (of Deceased Members) Drawing Benefits		1.00

PART IV - Legal Thresholds for Investments

	(1)	(2)	(3)
	%	Maximum % and $	(Over) Under
Equity Investments	52%	75%	23%
International Securities	0%	30%	30%
Alternative Investments	0%	25%	25%
Cash/Cash Equivalents and Fixed Income (Low 25%; High 75%)	48%	25% 75%	-23% 27%
Short Term Investment - (90 days of expenses)		$ 5,753.73	$ (133,733.51)

VENDOR SET: 01 Elkins
BANK: FINST Financial Stabilization
DATE RANGE: 7/03/2023 THRU 7/14/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00573	Randolph County Development A							
I-Ckrequest7/1/23	Last Event Cntr Appropriation	R	7/06/2023	200,000.00		000016		200,000.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			200,000.00	0.00	200,000.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: FINSTTOTALS:	1	200,000.00	0.00	200,000.00
BANK: FINST TOTALS:	1	200,000.00	0.00	200,000.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 7/03/2023 THRU 7/14/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00741		Great-West Trust Company LLC							
	I-VF 202307111551	Voya	D	7/11/2023	705.00		004886		
	I-VF2202307111551	Voya AT	D	7/11/2023	50.00		004886		755.00
02417		US Bank Corporate Payment Syst							
	I-VisaFleet 063023	US Bank Corporate Payment Syst	D	7/13/2023	18,063.42		004897		18,063.42
02417		US Bank Corporate Payment Syst							
	C-KTSLAW CREDIT	refund on training class	D	7/13/2023	450.00CR		004973		
	C-LC returned 01/23	LateCharge refunded from 1/23	D	7/13/2023	2.00CR		004973		
	I-VISA PMT 063023	VISA STMT PMT 063023	D	7/13/2023	95,409.23		004973		94,957.23
1		LANTZ, HOLLY							
	I-000202306291549	US REFUND	R	7/06/2023	280.00		013738		280.00
00032		Absolute Assurance Drug Test L							
	I-1024	Employee testing	R	7/06/2023	84.00		013739		84.00
00079		Broughton Sports							
	I-T2358	Plaques/Desk signage	R	7/06/2023	185.00		013740		185.00
00126		City of Clarksburg							
	I-202306267217 1140	Yard Waste/Compost 1140	R	7/06/2023	150.00		013741		150.00
00132		Clarksburg Water Board							
	I-M90490 M90492	Compliance Samples	R	7/06/2023	276.00		013742		276.00
00149		COE Parks and Recreation							
	I-Support 07/2023	Monthly Support-Parks 07/2023	R	7/06/2023	25,483.00		013743		25,483.00
00154		COE Sanitation							
	I-202306274492	Brush #93/Inv 1140	R	7/06/2023	299.48		013744		299.48
00235		Elkins Building Comm.							
	I-07/2023	July 2023 Payment	R	7/06/2023	3,483.79		013745		3,483.79
00296		Gino's Pizza							
	I-1002-8016	Food-WWC	R	7/06/2023	34.12		013746		34.12
00378		J F Allen Co.							
	I-55341644	26.43 ton 1-1/2 crusher run	R	7/06/2023	310.55		013747		310.55
00381		Grover C Jackson Jr							
	I-Rent 07/2023	Rent 07/2023	R	7/06/2023	1,800.00		013748		1,800.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 7/03/2023 THRU 7/14/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00479		Amtower Auto Supply, Inc.							
	I-191078 191568	Gasket mtl/battery/socket adpt	R	7/06/2023	213.31		013749		
	I-193134 146	ramp/creeper/oil/filters	R	7/06/2023	249.17		013749		462.48
00483		Mountain Valley Bank							
	I-1202553-22 070723	1202553-22 070723	R	7/06/2023	192.02		013750		192.02
00701		Toshiba Financial Services							
	I-504636762	LEX XM3250 071323	R	7/06/2023	69.00		013751		69.00
00786		WV Bureau for Public Health							
	I-BJenkins CLII WW	Brian Jenkins CL II WW License	R	7/06/2023	125.00		013752		125.00
00900		National Road Utility Supply,							
	I-335485 335486	Brass dbl strap/mega lug di kt	R	7/06/2023	4,434.44		013753		4,434.44
01076		Morgantown Security & Fire							
	I-16980	1st & 2nd Qtr 2023	R	7/06/2023	149.90		013754		149.90
01154		Crazy Harry's Greenhouse LLC							
	I-2369	16 Trees	R	7/06/2023	800.00		013755		
	I-2929	6 in pots/potting soil	R	7/06/2023	96.70		013755		
	I-3035	Trees	R	7/06/2023	325.44		013755		
	I-3040	Tree	R	7/06/2023	35.95		013755		1,258.09
01989		Mitchell Tree Care LLC							
	I-1663	Arborist serv cont 2023-2024	R	7/06/2023	1,500.00		013756		1,500.00
02027		WV Paving Inc							
	I-233017-1	contract paving	R	7/06/2023	210,401.13		013757		210,401.13
02065		AlignHR LLC							
	I-8084	Hiring Thing Annual Subscriptn	R	7/06/2023	1,080.00		013758		1,080.00
02309		Twin A Equipment Repair LLC							
	I-598	Repairs JohnDeere/Int'l	R	7/06/2023	614.78		013759		614.78
02315		Corley Contracting & Plumbing							
	I-78	Fence intallation equip	R	7/06/2023	6,439.33		013760		6,439.33
02322		Badger Meter							
	I-80131464	ML Hosting June 2023	R	7/06/2023	211.40		013761		211.40

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 7/03/2023 THRU 7/14/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02326		MFOA of WV							
	I-CKREQ 070123	Annual Membership - TJudy	R	7/06/2023	125.00		013762		125.00
02347		LEAF							
	I-14972375	Toshiba 478S 07/25/23	R	7/06/2023	105.40		013763		105.40
02431		Ferguson Waterworks #527							
	I-0820649 0806553	leak locator/OD UTC Comps	R	7/06/2023	4,869.10		013764		4,869.10
02484		EHS Project Safe Graduation							
	I-CK REQ 062723	Refund for Kitchen use	R	7/06/2023	100.00		013765		100.00
02485		American Fence Company LLC							
	I-5938	Fence for flood control	R	7/06/2023	9,447.18		013766		9,447.18
00047		Truist Governmental Finance							
	I-00005 072423	9000234-05 072423	R	7/11/2023	2,596.05		013767		
	I-00006 0727	9948000234-06 072723	R	7/11/2023	2,643.26		013767		
	I-00007 071923	9948000234-07 071923	R	7/11/2023	4,984.55		013767		10,223.86
00075		Encova Insurance							
	I-36575757	WCB July 2023	R	7/11/2023	11,644.00		013768		11,644.00
00132		Clarksburg Water Board							
	I-M90309 M90556	compliance samples	R	7/11/2023	46.00		013769		46.00
00143		COE General Fund 2							
	I-IND 07/2023	Monthly Indirects 07/2023	R	7/11/2023	12,955.92		013770		12,955.92
00156		COE Sewer Depreciation Account							
	I-SWR DEP 06/2023	Swr Deprec Deposit 06/2023	R	7/11/2023	4,881.88		013771		4,881.88
00158		COE Water Depreciation Account							
	I-WTR DEPR 06/2023	Water Deprec Deposit 06/2023	R	7/11/2023	9,482.86		013772		9,482.86
00202		Davis Trust Company							
	I-12755 072223	3113776-12755 072223	R	7/11/2023	4,256.84		013773		4,256.84
00471		Mon Power							
	I-90009140029	Consumption/Lighting 062023	R	7/11/2023	39,816.76		013774		39,816.76
00483		Mountain Valley Bank							
	I-1202553 21 072823	1202553-21 072823	R	7/11/2023	2,369.18		013775		2,369.18

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 7/03/2023 THRU 7/14/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00484		Mountaineer Gas Company							
	I-Kump 061423	Kump Ed Center 0516-061423	R	7/11/2023	61.14		013776		
	I-Nat'l Gas 062623	Nat'l Gas 062623	R	7/11/2023	1,043.50		013776		1,104.64
00500		Newlons International Sales, L							
	I-01P8765	Filters for annual truck serv	R	7/11/2023	998.74		013777		998.74
00560		Public Service Commission WV							
	I-13101	Intrastate Rev Assessment	R	7/11/2023	4,842.95		013778		
	I-13102	Intrastate Rev Assessment	R	7/11/2023	7,400.26		013778		12,243.21
00701		Toshiba Financial Services							
	I-505354753	0627-0727 Tosh E4515AC	R	7/11/2023	214.24		013779		214.24
00711		Tygart Valley Transfer, Inc.							
	C-00015157	Correct ticket	R	7/11/2023	8.00CR		013780		
	C-0015327 CORR	correction on inv number	R	7/11/2023	510.85CR		013780		
	I-00014472	Res	R	7/11/2023	560.38		013780		
	I-00014473	Comm	R	7/11/2023	475.23		013780		
	I-00014474	Comm	R	7/11/2023	185.05		013780		
	I-00014477	Res	R	7/11/2023	570.80		013780		
	I-00014498	Comm	R	7/11/2023	395.30		013780		
	I-00014514	Res	R	7/11/2023	164.20		013780		
	I-00014532	Comm	R	7/11/2023	598.60		013780		
	I-00014535	Res	R	7/11/2023	534.31		013780		
	I-00014537	Res	R	7/11/2023	452.64		013780		
	I-00014566	Comm	R	7/11/2023	296.26		013780		
	I-00014577	Comm	R	7/11/2023	263.25		013780		
	I-00014580	Res	R	7/11/2023	86.01		013780		
	I-00014598	Comm	R	7/11/2023	841.87		013780		
	I-00014601	Res	R	7/11/2023	1,023.45		013780		
	I-00014602	Res	R	7/11/2023	702.86		013780		
	I-00014622	Comm	R	7/11/2023	150.30		013780		
	I-00014624	Res	R	7/11/2023	108.60		013780		
	I-00014643	Res	R	7/11/2023	429.19		013780		
	I-00014644	Res	R	7/11/2023	671.58		013780		
	I-00014645	Comm	R	7/11/2023	425.71		013780		
	I-00014663	Comm	R	7/11/2023	268.46		013780		
	I-00014664	Res	R	7/11/2023	156.38		013780		
	I-00014671	Res	R	7/11/2023	117.29		013780		
	I-00014679	Res	R	7/11/2023	450.91		013780		
	I-00014686	Res	R	7/11/2023	488.27		013780		
	I-00014693	Res	R	7/11/2023	582.96		013780		
	I-00014733	Comm	R	7/11/2023	225.02		013780		
	I-00014735	Comm	R	7/11/2023	554.29		013780		
	I-00014738	Res	R	7/11/2023	597.73		013780		
	I-00014740	Residential	R	7/11/2023	577.75		013780		
	I-00014783	Res	R	7/11/2023	285.84		013780		

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 7/03/2023 THRU 7/14/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-00014785	Comm	R	7/11/2023	412.68		013780		
	I-00014790	Res	R	7/11/2023	748.04		013780		
	I-00014791	Comm	R	7/11/2023	618.59		013780		
	I-00014806	Commercial	R	7/11/2023	172.89		013780		
	I-00014811	Comm	R	7/11/2023	159.86		013780		
	I-00014819	Comm	R	7/11/2023	141.61		013780		
	I-00014823	Comm	R	7/11/2023	693.30		013780		
	I-00014824	Res	R	7/11/2023	860.11		013780		
	I-00014825	Res	R	7/11/2023	788.00		013780		
	I-00014826	Comm	R	7/11/2023	280.62		013780		
	I-00014848	Res	R	7/11/2023	100.78		013780		
	I-00014864	Res	R	7/11/2023	449.17		013780		
	I-00014865	Res	R	7/11/2023	629.88		013780		
	I-00014867	Comm	R	7/11/2023	471.76		013780		
	I-00014896	Comm	R	7/11/2023	135.53		013780		
	I-00014900	Res	R	7/11/2023	114.68		013780		
	I-00014911	Res	R	7/11/2023	543.00		013780		
	I-00014913	Res	R	7/11/2023	535.18		013780		
	I-00014914	Comm	R	7/11/2023	614.24		013780		
	I-00014934	Comm	R	7/11/2023	195.48		013780		
	I-00014938	Comm	R	7/11/2023	261.51		013780		
	I-00014950	Comm	R	7/11/2023	493.48		013780		
	I-00014951	Res	R	7/11/2023	583.83		013780		
	I-00014955	Res	R	7/11/2023	509.12		013780		
	I-00014977	Comm	R	7/11/2023	153.78		013780		
	I-00014983	Comm	R	7/11/2023	522.15		013780		
	I-00014989	Comm	R	7/11/2023	218.07		013780		
	I-00014996	Res	R	7/11/2023	549.95		013780		
	I-00014999	Res	R	7/11/2023	634.22		013780		
	I-00015000	Comm	R	7/11/2023	782.79		013780		
	I-00015018	Comm	R	7/11/2023	124.24		013780		
	I-00015048	Res	R	7/11/2023	707.20		013780		
	I-00015053	Res	R	7/11/2023	742.82		013780		
	I-00015056	Comm	R	7/11/2023	726.32		013780		
	I-00015076	Comm	R	7/11/2023	218.94		013780		
	I-00015078	Comm	R	7/11/2023	264.98		013780		
	I-00015098	commercial	R	7/11/2023	457.86		013780		
	I-00015099	Residential	R	7/11/2023	323.19		013780		
	I-00015100	Residential	R	7/11/2023	543.87		013780		
	I-00015113	Comm	R	7/11/2023	496.95		013780		
	I-00015114	Comm	R	7/11/2023	105.99		013780		
	I-00015126	Comm	R	7/11/2023	224.15		013780		
	I-00015130	Comm	R	7/11/2023	488.27		013780		
	I-00015139	Res	R	7/11/2023	474.36		013780		
	I-00015141	Res	R	7/11/2023	641.17		013780		
	I-00015157	Comm	R	7/11/2023	598.78		013780		
	I-00015164	Comm Krogers	R	7/11/2023	549.08		013780		
	I-00015190	Res	R	7/11/2023	615.98		013780		

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 7/03/2023 THRU 7/14/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-00015191	Res	R	7/11/2023	591.65		013780		
	I-00015192	Comm	R	7/11/2023	578.62		013780		
	I-00015209	Comm	R	7/11/2023	224.15		013780		
	I-00015212	Comm DM	R	7/11/2023	129.45		013780		
	I-00015229	Res	R	7/11/2023	590.78		013780		
	I-00015230	Res	R	7/11/2023	397.04		013780		
	I-00015232	Comm	R	7/11/2023	623.80		013780		
	I-00015255	Comm	R	7/11/2023	236.31		013780		
	I-00015260	Comm	R	7/11/2023	233.71		013780		
	I-00015265	Comm	R	7/11/2023	122.50		013780		
	I-00015275	Comm	R	7/11/2023	216.33		013780		
	I-00015283	Comm	R	7/11/2023	782.79		013780		
	I-00015286	Res	R	7/11/2023	715.02		013780		
	I-00015287	Res	R	7/11/2023	880.96		013780		
	I-00015305	Comm	R	7/11/2023	267.59		013780		
	I-00015307	Comm	R	7/11/2023	86.88		013780		
	I-00015308	Humane Society	R	7/11/2023	20.00		013780		
	I-00015327	Comm	R	7/11/2023	510.85		013780		
	I-00015329	Res	R	7/11/2023	648.12		013780		
	I-00015330	Res	R	7/11/2023	463.07		013780		
	I-00015348	Comm	R	7/11/2023	88.62		013780		
	I-00015350	Comm	R	7/11/2023	273.67		013780		
	I-00015362	Comm	R	7/11/2023	185.05		013780		
	I-00015366	Res	R	7/11/2023	603.82		013780		
	I-00015367	Res	R	7/11/2023	523.02		013780		
	I-00015368	Comm	R	7/11/2023	506.51		013780		
	I-00015392	Comm	R	7/11/2023	185.05		013780		
	I-00015403	Res	R	7/11/2023	76.45		013780		
	I-00015414	Comm	R	7/11/2023	622.06		013780		
	I-00015415	Res	R	7/11/2023	622.93		013780		
	I-00015416	Res	R	7/11/2023	812.33		013780		
	I-00015439	Comm	R	7/11/2023	218.94		013780		
	I-00015456	Comm	R	7/11/2023	501.30		013780		
	I-00015462	Comm	R	7/11/2023	76.45		013780		
	I-00015466	Res	R	7/11/2023	520.41		013780		
	I-00015468	Res	R	7/11/2023	585.57		013780		
	I-0015327	Comm	R	7/11/2023	510.85		013780		
	I-112713	Builders comm	R	7/11/2023	181.58		013780		49,814.32
00808		WV Municipal League							
	I-23-24 Dues Mayor	Dues - Mayor Marco	R	7/11/2023	2,496.24		013781		2,496.24
00812		WV Regional Jail and Correctio							
	I-6123B49F	48 days inmate housing TVRJ	R	7/11/2023	2,316.00		013782		2,316.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 7/03/2023 THRU 7/14/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00900		National Road Utility Supply,							
	I-335514 515 516	Tubing/DeburrngTool/CplStiffnr	R	7/11/2023	2,967.36		013783		2,967.36
01111		Advanced UV Systems							
	I-3031	UV Lamps	R	7/11/2023	10,618.00		013784		10,618.00
01292		COE Sewer O & M Account							
	I-SWR OM 062023	Sewer O&M Deposit 06/2023	R	7/11/2023	13,153.88		013785		13,153.88
01313		COE Water O & M Account							
	I-Water OM 06/2023	Water O&M Deposit 06/2023	R	7/11/2023	12,902.14		013786		12,902.14
01390		Phoenix Solutions, LLC							
	I-5232	Chemicals	R	7/11/2023	4,881.81		013787		
	I-5259	Chemicals	R	7/11/2023	9,869.91		013787		14,751.72
01447		Heritage Fire Equipment							
	I-8815	8 valve kits	R	7/11/2023	1,096.70		013788		1,096.70
01594		Pace Analytical Services LLC							
	I-2330454404	May/June 2023 Contract	R	7/11/2023	2,465.00		013789		2,465.00
01681		HdL Companies							
	I-06302023	Business Lic Revenue 06/2023	R	7/11/2023	301.48		013790		301.48
01751		COE WWTP							
	I-202307054526	Backwash June 2023	R	7/11/2023	743.42		013791		743.42
01942		Elkins Municipal Building Comm							
	I-1214756 11 071523	12147565-11 071523	R	7/11/2023	4,833.20		013792		4,833.20
02215		Tucker County Solid Waste Auth							
	I-00128792	53.30 ton sweeper dirt	R	7/11/2023	536.73		013793		536.73
02324		ESO							
	I-ESO112309	Emergency Reporting Software	R	7/11/2023	2,230.00		013794		2,230.00
02451		DataMax Corporation							
	I-16267	Collections June 2023	R	7/11/2023	144.47		013795		144.47
02486		FPG							
	I-SO14478	Mobile Transceiver Kit	R	7/11/2023	4,336.58		013796		4,336.58

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 7/03/2023 THRU 7/14/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00116		Child Support Enforcement							
	I-CDS202307111551	Child Support	R	7/11/2023	571.48		013797		571.48
00121		Citizens Bank of WVFP							
	I-FP 202307111551	Fire Pension	R	7/11/2023	548.60		013798		548.60
00122		Citizens Bank of WVPP							
	I-PP 202307111551	Police Pension	R	7/11/2023	174.48		013799		
	I-PPN202307111551	Police Pension-2010 Forward	R	7/11/2023	439.86		013799		614.34
00147		COE Misc							
	I-MIS202307111551	Misc Reimbursements	R	7/11/2023	344.00		013800		344.00
00150		COE Payroll							
	I-T1 202307111551	Federal Withholding	R	7/11/2023	12,419.93		013801		12,419.93
00151		COE Payroll							
	I-T3 202307111551	FICA	R	7/11/2023	18,360.72		013802		
	I-T4 202307111551	Medicare	R	7/11/2023	4,713.14		013802		23,073.86
00152		COE Payroll							
	I-T2 202307111551	State Withholding	R	7/11/2023	5,338.00		013803		5,338.00
00203		Davis Trust Company							
	I-CC 202307111551	Employee Christmas Club	R	7/11/2023	2,450.00		013804		2,450.00
00747		Washington National Insurance							
	I-WN 202307111551	Washington National Insurance	R	7/11/2023	438.31		013805		438.31
00837		COE Payroll Reimbursement							
	I-001202307111551	Payroll Reimbursement	R	7/11/2023	46,255.96		013806		
	I-006202307111551	Payroll Reimbursement	R	7/11/2023	9,110.04		013806		
	I-036202307111551	Payroll Reimbursement	R	7/11/2023	18,104.53		013806		
	I-400202307111551	Payroll Reimbursement	R	7/11/2023	20,063.25		013806		
	I-401202307111551	Payroll Reimbursement	R	7/11/2023	14,615.23		013806		
	I-404202307111551	Payroll Reimbursement	R	7/11/2023	9,778.45		013806		117,927.46
01885		Colonial Life							
	I-CL 202307111551	Colionial Life-AT	R	7/11/2023	112.10		013807		
	I-CLP202307111551	Colonial Life-PT	R	7/11/2023	52.52		013807		164.62
1		VANCE, HOLLIS C & AD							
	I-000202307111550	US REFUND	R	7/11/2023	266.64		013808		266.64

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 7/03/2023 THRU 7/14/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02489		URSE of Fairmont							
	I-2653915/1	URSE of Fairmont	R	7/12/2023	561.43		013809		561.43
02490		WVcorp							
	I-107727	1st Qtr GL/Prop Insurance	R	7/13/2023	49,807.00		013810		49,807.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	73			724,441.23	0.00	724,441.23
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	3			113,775.65	0.00	113,775.65
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: Pool TOTALS:	76	838,216.88	0.00	838,216.88
BANK: Pool TOTALS:	76	838,216.88	0.00	838,216.88
REPORT TOTALS:	77	1,038,216.88	0.00	1,038,216.88

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 7/03/2023 THRU 7/14/2023
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 20, 2023
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 309: An Ordinance of the Common Council of the City of Elkins, West Virginia, Renewing Franchise Agreement with Cequel III Communications, LLC DBA Optimum (final reading).
Recommended By:	City Attorney
Summary:	This ordinance was approved on first reading on December 1, 2023. The following note was appended at that time: The Finance Committee and City Attorney have worked with Attorney Bob Rodecker on verifying compliance by Cequel III Communications LLc dba Optimum with the PSC orders and W.Va. Code governing cable franchise agreements. Mr. Rodecker has recommended council consideration with the stipulation that certain final documents are produced by Optimum prior to the second and final reading of the ordinance. Second reading of this ordinance was docketed on the council agenda of February 2. After an executive session discussion under the attorney/client privilege exemption, council ordered that the second and final reading of this ordinance be postponed until further notice. The city attorney has now requested that it be laid before council at this meeting and will provide an update.
Fiscal Impact:	Franchise payments have continued under the old agreement and are negotiated as part of the new agreement.
Recommendation:	Approval on final reading, pending recommendations of the city attorney.
Attachments:	1. O-309

ORDINANCE 309

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKINS, WEST VIRGINIA, RENEWING FRANCHISE AGREEMENT WITH CEQUEL III COMMUNICATIONS II, LLC DBA OPTIMUM

WHEREAS, the City of Elkins ("City") entered into a cable franchise agreement with Triax Cablevision USA, LP. ("Triax Agreement"), pursuant to an Ordinance adopted by the City on November 15, 1995. The Triax Agreement was for a term of 15 years commencing on November 16, 1995, and terminating on November 15, 2010, at midnight; and

WHEREAS, by Consent Resolution ("Alliance Consent") adopted by the City on April 2, 2003, the transfer and control of Triax Cablevision USA, L.P. to Alliance Communications, LLC ("Alliance") was approved permitting Alliance to become the owner of the franchise covered by the Triax Agreement; and

WHEREAS, on August 21, 2003, the Mayor of Elkins executed a "Consent or Approval To Transfer CATV Franchise" ("Suddenlink Consent") which purported to transfer the cable system owned and operated in the City by Alliance Communications Partners, L.P. and the franchise and Triax Agreement to Cequel III Communications II, LLC dba Suddenlink Communications ("Suddenlink"); and

WHEREAS, the Suddenlink Consent references the filing with the City of FCC Form 394, a form required to be filed prior to the transfer of a Cable TV franchise, by Alliance Communications Partners, L.P. and Suddenlink on or about July 30, 2003; and

WHEREAS, Suddenlink operated the City cable system under the terms of the Triax Agreement since the 2003 closing on the transfer of the system until October 9, 2015 when Suddenlink and the City entered into a Franchise Agreement which expired on October 8, 2022; and

WHEREAS, Suddenlink continued to operate the franchise under the terms and conditions of the 2015 Agreement until August 19, 2022; and

WHEREAS, on August 19, 2022, Cequel III Communications II, LLC, changed its trade name to OPTIMUM, and

WHEREAS, OPTIMUM has continued to operate the franchise under the same terms and conditions as set forth in the 2015 Agreement since August 19, 2022; and

WHEREAS, the City has followed all required procedures to consider and act upon the Franchise Renewal Application, and considered the comments of all interested parties at an administrative hearing held on November 7, 2022, as well as a hearing on this ordinance on December 15, 2022 (collectively, the "Public Hearings"); and

WHEREAS, it is in the public interest to maintain continuous Cable Television service within the City; and

WHEREAS, the Public Hearings did not produce substantial public opposition to the renewal of the Franchise Agreement; and

WHEREAS, the City believes it is in the interest of the community to approve the Franchise Agreement.

NOW THEREFORE BE IT ORDAINED, that with respect to and in accordance with the provisions of *West Virginia Code* §24D-1-12. the City hereby approves the Franchise Agreement as follows:

SECTION 1. The City hereby approves the Franchise Agreement with OPTIMUM for a period of five (5) years with the understanding that said Franchise Agreement shall become the property of any cable entity to which OPTIMUM may, in compliance with applicable provisions of the law, transfer control of its cable franchise; and

SECTION 2. The Franchise Agreement shall take effect immediately upon enactment hereof or as otherwise required by law.

SECTION 3. OPTIMUM shall notify the City of the closing on any transaction wherein the transfer of control of its cable franchise has occurred resulting in the transfer of the Franchise Agreement to the control of another entity.

PASSED, ADOPTED AND APPROVED on first reading: _____, 2022

PASSED, ADOPTED AND APPROVED on final reading: __ day of _____, 2022

_____
Jerry A. Marco, Mayor

Attest:

_____
Jessica R. Sutton, City Clerk

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	July 20, 2023
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 318: An Ordinance Of The Common Council Of Elkins, West Virginia Amending Sections Of City Code, Chapter 152, Zoning Regarding Sign Regulations In The Central Business District (first of two readings)
Recommended By:	Planning Commission
Summary:	This ordinance removes size limitations on wall signs in the Central Business District that would have prevented murals. It also allows larger projecting signs higher than 40 feet above grade to allow better visibility from street level.
Fiscal Impact:	None
Recommendation:	Approve Ordinance 318 on first of two readings.
Attachments:	1. 2023-07-13 Resolution Chapter 152 Zoning_v3_signed 2. O-318 - amending zoning of wall signs and projecting signs

A RESOLUTION OF THE ELKINS PLANNING COMMISSION

(#1-2023)
July 13, 2023

Recommending Changes to Elkins City Code, Chapter 152: Zoning
For the Sections Regulating Signs

WHEREAS, the Elkins Planning Commission has met and reviewed certain sections of Chapter 152: Zoning which regulate signs; and

WHEREAS, the Elkins Planning Commission has been presented with specific circumstances directly impacted by Section 152.230, Signs for Central Business (CBD) Districts; and

WHEREAS, the Elkins Planning Commission has determined that, pursuant to Section 152.024, amendments to Chapter 152: Zoning are warranted and recommends the amendments as follows.

NOW THEREFORE BE IT THEREFORE RESOLVED THAT:

1. The Elkins Planning Commission has determined that the proposed amendments are consistent with the adopted comprehensive plan.

2. The Elkins Planning Commission recommends to City Council that Chapter 152: Zoning be amended by ordinance as follows:

Section 152.224 General Requirements.

(a) All signs must conform to federal and state law, including but not limited to the Building Code and W. Va. Code St. R. § 157-6-7, Requirements for Outdoor Advertising on the State Highway System. Where this code and federal or state law govern signage, the strictest provisions shall apply.
(b) Signs erected by the City of Elkins for governmental purposes are not subject to this Article.
(c) *Setback and placement*. Except as otherwise expressly permitted herein, all freestanding signs and flagpoles shall be set back from any public right-of-way at least the height of the sign or flagpole. Electronic message displays shall be placed perpendicular to residential structures where possible and shall comply with Federal Communications Commission regulations, including the avoidance of harmful interference with radio frequencies.
(d) *Illumination*. The purpose of the following provisions regulating signage lighting is to ensure that signs are lighted in such a manner as to maintain aesthetic consistency with signs already existing in the City and to ensure the safety of drivers and pedestrians, while also ensuring that signs are adequately able to convey sign messages.

(1) Definitions.
  (i) "Candela" means the basic unit of measurement of light in SI (metric) units.
  (ii) "Candela per square meter (cd/m²)" means the SI (metric) unit used to describe the luminance of a light source or of an illuminated surface that reflects light. Also referred to as Nits.
  (iii) "Nit" means a photometric unit of measurement referring to luminance. One nit is equal to one cd/m².
  (iv) "SI (International System of Units)" means the modern metric system of measurement, abbreviated SI for the French term "Le Systeme International d'Unites."

(2) Signs may be backlit, internally lighted, or indirectly lighted. All external sign lighting shall have lighting fixtures or luminaires that are fully shielded.

(3) Temporary signs shall not be lighted.

(4) Signs that are illuminated at night may not exceed a maximum luminance level of seven hundred and fifty (750) cd/m² or Nits, regardless of the method of illumination, at least one-half hour before Apparent Sunset, as determined by the National Oceanic and Atmospheric Administration (NOAA), United States Department of Commerce, for the specific geographic location and date. All illuminated signs must comply with this maximum luminance level throughout the night, if the sign is energized, until Apparent Sunrise, as determined by NOAA, at which time the sign may resume luminance levels appropriate for daylight conditions.

(5) The maximum luminance during daylight conditions, between Apparent Sunrise and one-half hour before Apparent Sunset, shall be ten thousand (10,000) cd/m² or Nits.

(e) *Maximum height measurements*. ~~Wall signs and other~~ Signs with sign structures not affixed to the ground are measured from the lowest attached component of the sign to the highest attached component of the sign. The height of signs with sign structures affixed to the ground is measured as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign, subject to limitations in this Article. Normal grade is the lower of:

(1) Existing grade prior to construction; or

(2) The newly established grade after construction, exclusive of any filling, berming, mounding, or excavating primarily for the purpose of mounting or elevating the sign.

(i) Wall signs

(1) Wall signs ~~larger than one hundred (100) square feet~~ shall provide as part of permit application:
  (i) Express permission from the operator and/or owner of the building;
  (ii) The name and address of the person applying the wall sign; and
  (iii) A clear drawing of the proposed wall sign including dimensions and location.

~~(2) Wall signs larger than one hundred (100) square feet are subject to the design review standard in subsection (j).~~

~~*(j) Design review standards for signs*. Design review standards shall apply to wall signs in excess of one hundred (100) square feet. The Board of Zoning Appeals shall issue permits for signs subject to design review in accordance with Section 21-12, except that the Board of Zoning Appeals shall issue a determination within forty (40) business days. In determining whether a sign is compatible with the theme and overall character to be achieved in each~~

~~zoning district, the Board of Zoning Appeals shall base its compatibility determination on the following criteria:~~

~~(1) The relationship of the scale and placement of the sign to the building or premises on which it is to be displayed.~~

~~(2) The relationship of the colors of the sign to the colors of adjacent buildings and nearby signs.~~

~~(3) The similarity or dissimilarity of the sign's size and shape to the size and shape of other signs in the area.~~

~~(4) The similarity or dissimilarity of the style of lettering or number of words on the sign to the style of lettering or number of words of nearby signs.~~

~~(5) The compatibility of the type of illumination, if any, with the type of illumination in the area.~~

~~(6) The compatibility of the materials used in the construction of the sign with the materials used in the construction of other signs in the area.~~

Section 152.230 Signs for Central Business District.

Purpose. Signage in commercial and districts is allowed to a somewhat greater extent, while maintaining proportion to the size and scope of uses typically present. However, even these more intensive uses in smaller communities are limited in signage to some degree in order to maintain small-town character and limit visual distraction by signage.

(a) Permitted sign use as accessory to dwellings shall be the same as for Section 21-129.

(b) *Signs permitted as accessory to non-dwellings.*

(1) Permitted permanent sign use as accessory to non-dwellings: A-frame, awning, canopy, chalkboard, freestanding, geological, marquee, minor, monument, neon, projecting, temporary, topiary, wall, and window signs. Only one (1) of each is permitted per use per frontage, except wall signs and window signs. More than two hundred (200) square feet of frontage is required for a use to have more than one (1) pole sign. No more than six (6) permanent signs are permitted by right per use.

(2) Permitted temporary signs as accessory to non-dwellings: A-frame, banner, chalkboard, minor, person-assisted, wall, wicket, window. No more than six (6) temporary signs are permitted in one calendar year per use.

(3) No more than three (3) flags as accessory to a non-dwelling are permitted.

(c) Off-premises signs are prohibited.

(d) *Dimension specifications chart.* All maximum sign area requirements include the sum total sign area of all signs per use.

	Freestanding, Monument	Wall Signs	All Other Signs	Temporary Signs	Flags
Max. area for signs less than 40 feet above grade	1 sq. ft. per 1 ft. of lineal frontage, not to exceed 32 sq. ft.	No maximum	0.5 sq. ft. per 1 ft. of lineal frontage, not to exceed 24 sq. ft.	6 sq. ft. displayed at one time	60 sq. ft. ea.

Max. height for signs less than 40 feet above grade	8 ft.	No maximum	4 ft.	4 ft.	40 ft.
Max. area for signs 40 feet or higher above grade	n/a	No maximum	200 sq. feet	100 sq. ft. displayed at one time	60 sq. ft. ea.
Max. height for signs 40 feet or higher above grade	n/a	No maximum	No maximum	No maximum	No maximum

These proposed amendments to Chapter 152: Zoning are only to the Sections specified herein and all remaining Sections of said Chapter shall remain in full force and effect.

Kate Somers, Chairman
Elkins Planning Commission

Attest: _____
Sutton Stokes, City Clerk and Secretary to Commission

ORDINANCE 318

AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA AMENDING SECTIONS OF CITY CODE, CHAPTER 152: ZONING REGARDING SIGN REGULATIONS IN THE CENTRAL BUSINESS DISTRICT

WHEREAS, the Common Council previously adopted a zoning ordinance which is codified in City Code Chapter 152: Zoning; and

WHEREAS, following the enactment of the zoning ordinance there have been several instances where the imposition of the Sections of Chapter 152: Zoning regarding sign regulations in the Central Business District has proven problematic in their application; and

WHEREAS the Elkins Planning Commission has met and reviewed the instances where sign permits cannot be issued in the Central Business District because of certain sign regulations which are apply to the Central Business District; and

WHEREAS, the Elkins Planning Commission has passed Resolution #1-2023, pursuant to City Code §152.04, recommending to the Common Council that certain designated Sections of Chapter 152: Zoning only regarding sign regulations in the Central Business District be amended (See attached); and

WHEREAS, it appears that the Elkins Planning Commission has passed this Resolution in furtherance of its authority and responsibilities to advise Council of any proposed amendments to Chapter 152: Zoning; and

WHEREAS, the Common Council has determined that by accepting the recommendation of the Elkins Planning Commission it is in the best interest of the citizens of the City.

NOW THEREFORE BE IT ORDAINED and ENACTED by the Common Council that City Code, Chapter 152: Zoning be amended as to the Sections set forth herein and shall now read as follows:

Section 152.224 General Requirements.

(A) All signs must conform to federal and state law, including but not limited to the Building Code and W. Va. Code St. R. § 157-6-7, Requirements for Outdoor Advertising on the State Highway System. Where this code and federal or state law govern signage, the strictest provisions shall apply.

(B) Signs erected by the City of Elkins for governmental purposes are not subject to this Article.

(C) *Setback and placement*. Except as otherwise expressly permitted herein, all freestanding signs and flagpoles shall be set back from any public right-of-way at least the height of the sign or flagpole. Electronic message displays shall be placed perpendicular to residential structures where possible and shall comply with Federal Communications Commission regulations, including the avoidance of harmful interference with radio frequencies.

(D) *Illumination*. The purpose of the following provisions regulating signage lighting is to ensure that signs are lighted in such a manner as to maintain aesthetic consistency with signs already existing in the City and to ensure the safety of drivers and pedestrians, while also ensuring that signs are adequately able to convey sign messages.

(1) Definitions.
“Candela” means the basic unit of measurement of light in SI (metric) units.
“Candela per square meter (cd/m^2)” means the SI (metric) unit used to describe the luminance of a light source or of an illuminated surface that reflects light. Also referred to as Nits.
“Nit” means a photometric unit of measurement referring to luminance. One nit is equal to one cd/m^2.
“SI (International System of Units)” means the modern metric system of measurement, abbreviated SI for the French term “Le Systeme International d’Unites.”

(2) Signs may be backlit, internally lighted, or indirectly lighted. All external sign lighting shall have lighting fixtures or luminaires that are fully shielded.

(3) Temporary signs shall not be lighted.

(4) Signs that are illuminated at night may not exceed a maximum luminance level of seven hundred and fifty (750) cd/m^2 or Nits, regardless of the method of illumination, at least one-half hour before Apparent Sunset, as determined by the National Oceanic and Atmospheric Administration (NOAA), United States Department of Commerce, for the specific geographic location and date. All illuminated signs must comply with this maximum luminance level throughout the night, if the sign is energized, until Apparent Sunrise, as determined by NOAA, at which time the sign may resume luminance levels appropriate for daylight conditions.

(5) The maximum luminance during daylight conditions, between Apparent Sunrise and one-half hour before Apparent Sunset, shall be ten thousand (10,000) cd/m^2 or Nits.

(E) *Maximum height measurements*. ~~Wall signs and other~~ Signs with sign structures not affixed to the ground are measured from the lowest attached component of the sign to the highest attached component of the sign. The height of signs with sign structures affixed to the ground is measured as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign, subject to limitations in this Article. Normal grade is the lower of:

(1) Existing grade prior to construction; or

(2) The newly established grade after construction, exclusive of any filling, berming, mounding, or excavating primarily for the purpose of mounting or elevating the sign.

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(i) Wall signs

(1) Wall signs ~~larger than one hundred (100) square feet~~ shall provide as part of permit application:

(a) Express permission from the operator and/or owner of the building;

(b) The name and address of the person applying the wall sign; and

(c) A clear drawing of the proposed wall sign including dimensions and location.

~~(2) Wall signs larger than one hundred (100) square feet are subject to the design review standard in subsection (j).~~

~~*(j) Design review standards for signs*. Design review standards shall apply to wall signs in excess of one hundred (100) square feet. The Board of Zoning Appeals shall issue permits for signs subject to design review in accordance with Section 21-12, except that the Board of Zoning Appeals shall issue a determination within forty (40) business days. In determining whether a sign is compatible with the theme and overall character to be achieved in each zoning district, the Board of Zoning Appeals shall base its compatibility determination on the following criteria:~~

~~(1) The relationship of the scale and placement of the sign to the building or premises on which it is to be displayed.~~

~~(2) The relationship of the colors of the sign to the colors of adjacent buildings and nearby signs.~~

~~(3) The similarity or dissimilarity of the sign's size and shape to the size and shape of other signs in the area.~~

~~(4) The similarity or dissimilarity of the style of lettering or number of words on the sign to the style of lettering or number of words of nearby signs.~~

~~(5) The compatibility of the type of illumination, if any, with the type of illumination in the area.~~

~~(6) The compatibility of the materials used in the construction of the sign with the materials used in the construction of other signs in the area.~~

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Section 152.230 Signs for Central Business District .

(A) *Purpose.* Signage in commercial and districts is allowed to a somewhat greater extent, while maintaining proportion to the size and scope of uses typically present. However, even these more intensive uses in smaller communities are limited in signage to some degree in order to maintain small-town character and limit visual distraction by signage.

(1) Permitted sign use as accessory to dwellings shall be the same as for Section 21-129.

(2) *Signs permitted as accessory to non-dwellings*.

(a) Permitted permanent sign use as accessory to non-dwellings: A-frame, awning, canopy, chalkboard, freestanding, geological, marquee, minor, monument, neon, projecting, temporary, topiary, wall, and window signs.
~~~~~~

Only one (1) of each is permitted per use per frontage, except wall signs and window signs. More than two hundred (200) square feet of frontage is required for a use to have more than one (1) pole sign. No more than six (6) permanent signs are permitted by right per use.

(b) Permitted temporary signs as accessory to non-dwellings: A-frame, banner, chalkboard, minor, person-assisted, wall, wicket, window. No more than six (6) temporary signs are permitted in one calendar year per use.

(c) No more than three (3) flags as accessory to a non-dwelling are permitted.

(3) Off-premises signs are prohibited.

(B) *Dimension specifications chart*. All maximum sign area requirements include the sum total sign area of all signs per use.

	Freestanding, Monument	Wall Signs	All Other Signs	Temporary Signs	Flags
Max. area for signs less than 40 feet above grade	1 sq. ft. per 1 ft. of lineal frontage, not to exceed 32 sq. ft.	No maximum	0.5 sq. ft. per 1 ft. of lineal frontage, not to exceed 24 sq. ft.	6 sq. ft. displayed at one time	60 sq. ft. ea.
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Max. area for signs 40 feet or higher above grade	n/a	No maximum	200 sq. feet	100 sq. ft. displayed at one time	60 sq. ft. ea.
Max. height for signs 40 feet or higher above grade	n/a	No maximum	No maximum	No maximum	No maximum

The amendments to Chapter 152: Zoning are only to the sections referred to herein and all other sections of said Chapter shall remain in full force and effect.

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

This Ordinance shall become effective upon passage.

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

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

CITY OF ELKINS, WEST VIRGINIA

_____
Jerry A. Marco, Mayor

Attest:

_____
Sutton Stokes, City Clerk

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	July 20, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1678: Creating a new position in the Sanitation Department of Sanitation Driver/Grapple Truck Operator
Recommended By:	Operations Manager
Summary:	Creates a new position of Sanitation Driver/Grapple Truck Operator in the Sanitation Department and assigns it to Grade 8. This position operates independently and requires extensive knowledge and attention to safety of both the operator and the public. Currently, there is an individual applying for the job that has experience on grappling truck, the correct license to operate said piece of equipment and has worked for the City of Elkins in the past. The individual is moving back to the area and wants to work for the city again, has been offered employment by WVDOH as well. By moving this to grade 8 and offering a more competitive wage, we can obtain an experienced qualified worker who would require minimal training at most.
Fiscal Impact:	The pay range for employees in Grade 8 is $13.91-$17.66/hour.
Recommendation:	Approve creation of this position and assign it to Grade 8.
Attachments:	1. R-1678 - creating Grapple Truck Operator position

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1678)
July 20, 2023

Authorization for the Creation of a Sanitation Driver/Grapple Truck Operator position within the Sanitation Department

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WHEREAS, the Operations Manager proposes to create a new Sanitation Driver/Grapple Truck Operator position within the Sanitation Department; and,

WHEREAS, the Operations Manager has requested that the position be assigned to Grade 8 of the City's Classification and Compensation Plan; and,

WHEREAS, Elkins City Code, §2-2 provides Council with the power to prescribe and set forth compensation paid in the annual budget or through other ordinance; and,

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

WHEREAS, sufficient funds are or will be made available within the Operations Department account of the current fiscal year's General Fund budget; and,

WHEREAS, Council finds that is in the best interests of the City of Elkins to adopt and implement these changes;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby approves the creation of a Sanitation Driver/Grapple Truck Operator position within the Sanitation Department, assigned to Grade 8 of the City's Classification and Compensation Plan.

_____
Jerry A. Marco, Mayor

Attest:

_____
Sutton R. Stokes, City Clerk

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	July 20, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1679: Authorizing Conditions of Lease & Addendum and Maintenance Agreement between Hart Office Solutions and the City of Elkins (Utility Billing)
Recommended By:	Treasurer
Summary:	Equipment lease and maintenance agreement with Hart Office Solutions for multi-function printer/copier/scanner.
Fiscal Impact:	63 monthly payments of $551 covers lease, a maximum number of copies, and all parts, labor, drums, and toner.
Recommendation:	Approve agreement with Hart Office Solutions.
Attachments:	1. R-1679 - Hart Office agreement for Utility Billing 2. City of Elkins Utility & Utility Billing Lease Agreement 7-7-23 3. Maintenance Agreement City of Elkins Utility & Utility Billing July 2023

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1679)
July 20, 2023

Authorizing Conditions of Lease & Addendum and Maintenance Agreement between Hart Office Solutions and the City of Elkins (Utility Billing)

WHEREAS, the City of Elkins, West Virginia ("City") has determined to obtain equipment and services for a multifunction machine in Utility Billing; and,

WHEREAS, the City has received a proposed Agreement with Hart Office Solutions, LLC (copy attached) for the provision of such equipment and services; and,

WHEREAS, it appears that contracting for this service is in the best interests of the citizens of the City of Elkins; ***now, therefore, be it***

RESOLVED, that the Elkins Common Council approves this Agreement and authorizes execution of this Agreement by the Mayor, or his designee, on behalf of the City of Elkins.

_____
Jerry A. Marco, Mayor

Attest:

_____
Sutton Stokes, City Clerk

HART OFFICE SOLUTIONS
YOUR LOCAL DOCUMENT SOLUTIONS DEALER
800-527-5366

LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME:	Telephone No:
City Of Elkins	3046361414

Billing Address:	Equipment Location (if other than Billing Address):
401 Davis Ave, Elkins, WV 26241	401 Davis Avenue, Elkins, WV 26241-3899

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)

Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number
	Toshiba 5525AC & Lexmark 5255		5525AC & 5255	

BASE TERM IN MONTHS	TOTAL NUMBER OF LEASE PAYMENTS	END OF LEASE PURCHASE OPTION		
63	63 @ $551.00 (plus taxes)	X Fair market value, plus taxes ____ 10% of Equipment cost, plus taxes ____ $1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	(a) Advance Payment:	$0.00
			(b) Security Deposit:	$0.00
			(c) Documentation Fee:	$95.00
			Total due a + b + c =:	$95.00

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment.
Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to **LEAF Capital Funding, LLC** as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. **On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.**

2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.

3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay $25 for each pay by phone and $35 for each returned payment.

6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either $125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, **10** days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. **You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.** You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

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

13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: City Of Elkins

X _____ Lessee Authorized Signature

Print Name: _____ Title: _____

E-Mail Address: _____ Date: _____

Tax ID Number: _____

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. **You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.**

SIGNED X _____ Print Name: _____ E-Mail Address: _____

Accepted by:
LEAF Capital Funding, LLC By: **Title:** **Date:**

HART OFFICE SOLUTIONS
YOUR LOCAL DOCUMENT SOLUTIONS DEALER
800-527-5366

State and Local Government Addendum

Reference: **Application No. 833722**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and City Of Elkins ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: **City Of Elkins**	**LEAF CAPITAL FUNDING, LLC**
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____

HART OFFICE SOLUTIONS
YOUR LOCAL DOCUMENT SOLUTIONS DEALER
800-527-5366

Toshiba MFD & Lexmark Printer Maintenance Agreement

July 7, 2023

City of Elkins (Utility & Utility Billing)
401 Davis Avenue
Elkins, WV 26241
304-636-1414

Maintenance Description for Toshiba e-Studio 5525AC and Lexmark M5255 B&W Printer:

- Service and supplies are included in the monthly lease for up to 8,500 pooled black & white clicks/images per month and for up to 2,650 color clicks per month. Excess black & white clicks/images will be billed monthly at $.01 and excess color clicks will be billed monthly at $.0495.
- All parts, labor, drums, and toner are included.

IT Support Available per call by the hour or can be purchased in blocks at discounted rates.

TERMS AND CONDITIONS OF YOUR MAINTENANCE AGREEMENT

For the purpose of maintaining the equipment covered by this agreement in good operating condition within manufacturer's specifications, Hart Office Solutions agrees to perform maintenance service in accordance with the following terms and conditions.

***Hart Office Solutions** is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark digital copier network connection breakdown. Other exclusions include, but are not limited to, customer credits or reimbursements for poor quality or wasted prints and/or credits or reimbursements for wasted paper due to poor quality prints or due to misfeeds.*

The term of this agreement is based upon the anticipated customer usage as shown in the maintenance description listed above. Allowed clicks are accumulated from the meter reading on the M.A. (Maintenance Agreement) start date. Should the number of allowed clicks be exceeded, customer agrees to pay the current excess click charge for each click in excess of allowed clicks. Invoices for excess click charges will be tendered at the time of service, and shall be payable by the customer upon receipt.

Excessive toner fill usage and scans may result in additional charges above the normal CPC rate / Maintenance charge. Supplies will also be provided based on the manufacturer's listed usage rate.

Hart Office Solutions reserves the right to terminate this agreement.

This agreement covers all routine, remedial and preventative maintenance service so long as this type of coverage was purchased.

With the exception of consumable parts, all parts are included under this agreement (so long as this type of agreement was purchased).

Consumable supplies are not included under this agreement unless specified as such under the "Maintenance Description" area of this agreement.

Electrical work external to the equipment and equipment line cord is not covered by this agreement.

The initial term of the agreement shall commence on the date this agreement is signed. This agreement shall automatically renew annually, at Hart Office Solutions maintenance rates in effect at the time of renewal. Hart Office Solutions reserves the right to increase the maintenance agreement and/or overage click rates on an annual basis by an amount not to exceed 15%.

This agreement does not cover service necessitated by malfunction of parts, attachments, or supplies of non-Toshiba/Lexmark manufacture.

Any customer changes, alterations, or attachments may require a change in the maintenance charge set forth herein. Hart Office Solutions also reserves the right to terminate this agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for Hart Office Solutions to continue to service the equipment.

This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force. Any loss or damage occurring from any of the foregoing is specifically excluded from this agreement.

In the event that any equipment is moved form the location set forth on the reverse side hereof, Hart Office Solutions, may terminate and/or subject the copier to additional service charges.

This agreement is not assignable or transferable by customer without prior written consent of Hart Office Solutions.

Customer agrees OEM parts and supplies are not required provided the parts or supplies meet or exceed manufacturer's specification.

Invoice pursuant to this agreement will be tendered at the outset of each term. All charges for service and parts hereunder and all maintenance changes shall be payable by the customer immediately upon receipt of invoice. Hart Office Solutions reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement.

Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party giving written notice of such cancellation to the other party no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Hart Office Solutions may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if customer at any time is in breach of any term or condition herein contained.

This Maintenance Agreement shall be for a twelve (12) month period beginning upon installation of the new or used system or upon the signing of this agreement, whichever comes first. This non-cancelable agreement shall automatically be renewed annually at the then prevailing rates for a successive one-year term unless terminated by either party by providing written notice no less than 30 days prior to the upcoming annual term.

Supplies: All supplies and parts ordered, accepted, and received by the customer remain under the ownership of Hart Office Solutions until consumed.

Limited Remedies: At no time shall Hart Office Solutions be held liable for any damages to the network, network server or workstations. In no event shall Hart Office Solutions be liable for special, consequential, exemplary, indirect or incidental damages beyond the cost to repair or replace a defective part and maintenance service. While Hart Office Solutions endeavors to promptly address any emergency and maintain the Toshiba/Lexmark digital copier which is the subject of this agreement, Hart Office Solutions shall not be liable for any damages for any alleged failure to make repairs and/or maintain the copier including any claim that the repair or maintenance was not timely. For example, but not by the way of limitation, Hart Office Solutions is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark digital copier network connection breakdown.

Miscellaneous: This Agreement constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to maintenance of the Toshiba/Lexmark digital copier network connection and supersedes all prior and contemporaneous understandings or agreements of the parties. A signed facsimile or copy of the Agreement shall be deemed as effective as an original.

Connections to computer/networks: Connections will be performed by a Hart Office Solutions technician in conjunction with customers IT support personnel. Customer shall first provide all necessary cabling, network connections and electrical requirements for the installation. If the equipment cannot be installed and connected because of some condition within the customer's reasonable control, then a reinstallation charge shall apply. The engineer performing the installation will configure up to 5 workstations. Additional workstations will be configured at an additional charge at the prevailing rate.

Connection Waiver: If Hart Office Solutions performs the installation/connection, the customer agrees that Hart Office Solutions is responsible only for completing the installation and setup of the equipment purchased through Hart Office Solutions. Hart Office Solutions is not responsible for any changes, failures, downtime or consequential losses of the customer's network, software or computers during or after the installation.

Acceptance: Your signature will indicate your acceptance of these terms and conditions.

Customer Name (printed): City of Elkins

Date: _____

Customer Signature (acceptance): _____

Printed Name: _____

Title: _____

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	July 20, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1680: Budget Revision SAO-2024-001-01
Recommended By:	Treasurer
Summary:	This revision assigns funds carried over from Fiscal Year 2023 to the Fiscal Year 2024 Unassigned Fund Balance.
Fiscal Impact:	Revises the FY 2024 Unassigned Fund Balance from $384,359 to $849,477 (an increase of $465,118).
Recommendation:	Approve Budget Revision SAO-2024-001-01 on roll-call vote.
Attachments:	1. Budget revision SAO-2024-001-1

LGSD BR (Ver. 2020)

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: 1
Revision Number: 1
Pages: 1 of 1

City of Elkins
GOVERNMENT ENTITY

401 Davis Ave.
STREET OR PO BOX

Elkins — CITY
26241 — ZIP CODE

Municipality
Government Type

Person To Contact Regarding Request:
Name: Tracy Judy
Phone: 304-636-1414, ext 1317
Fax: 304-635-7135
Email: tjudy@cityofelkinswv.com

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	384,359	465,118		849,477
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 465,118

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
424	Contributions to Comms/Authorities	38,200	907		39,107
440	City Hall	453,200	464,211		917,411
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures 465,118

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 20, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	ABCA floorplan extension endorsement for El Gran Sabor
Recommended By:	Clerk
Summary:	El Gran Sabor proposes to host the annual Augusta Festival Block Party on Kerens Avenue in front of its restaurant location on July 29, 7-11pm. The event features live music and beer sales/consumption in a fenced area contiguous with the restaurant property on Kerens Avenue. This requires a "floor-plan" extension from West Virginia Alcoholic Beverage Control Administration. As part of El Gran Sabor's application to ABCA for a floor-plan extension, a letter is needed indicating that the city is endorsing this event. This event has been held essentially identically since 2017 (skipping pandemic years).
Fiscal Impact:	None.
Recommendation:	Authorize city clerk to sign endorsement letter.
Attachments:	1. ABC Block Party Letter for 72923 (002) 2. august el gran sabor floor plan endorsement - 2023

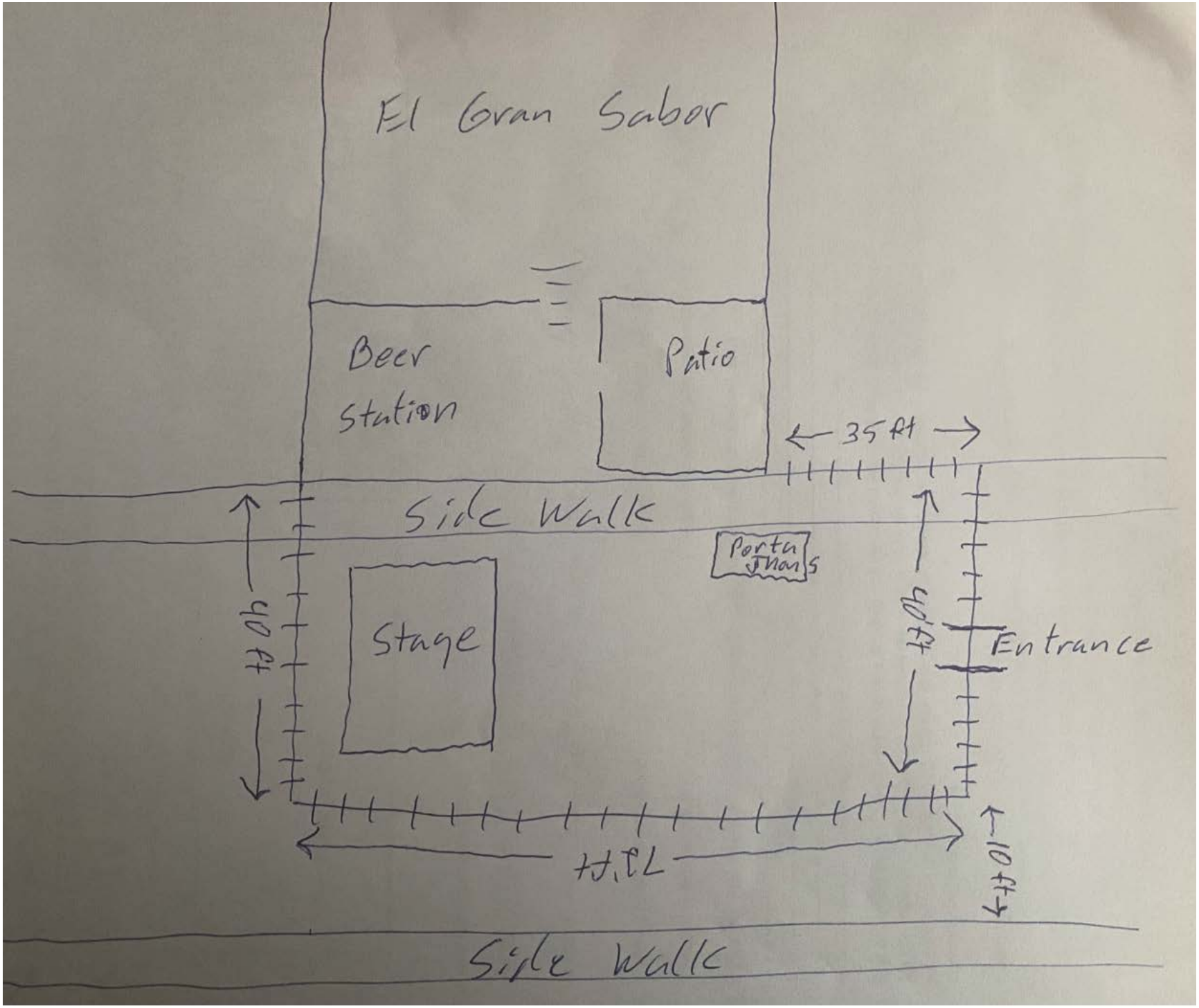
El Gran Sabor
Robert D. Masten LLC
413 Kerens Ave
Elkins WV, 26241
robmasten@hotmail.com

To Whom It May Concern,

El Gran Sabor (Robert D. Masten LLC) are applying for a Floor Plan Extension for July 29th 2023 for the Third Annual Augusta Block Party. In conjunction with the Augusta Heritage Center there will be two live bands from 7:00 to 11:00 pm. We will extend our patio area of El Gran Sabor. We will have a temporary fence set up in front of the restaurant (see diagram). We will be adding two additional door persons checking ID and making sure no one leaves the designated area with a beverage. We will also be fully staffed with waiters/waitresses, bartenders, and managers.

Sincerely,

Robert Masten
El Gran Sabor


El Gran Sabor
Beer Station
Patio
35 ft
Side Walk
Porta Johns
40 ft
Stage
40 ft
Entrance
73 ft
10 ft
Side Walk

July 20, 2023

Fredric Wooten, Commissioner
WV Alcohol Beverage Control Administration
900 Pennsylvania Avenue, 4th Floor
Charleston, WV 25302

Commissioner Wooten:

At its July 20 meeting, the Elkins Common Council authorized me to certify its endorsement of El Gran Sabor's floor-plan extension application for July 29, 7 p.m.-11 p.m.

If you have any questions or require any further information, please contact me at your convenience.

Sincerely,

Sutton R. Stokes

City Clerk

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	July 20, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Reschedule or cancel August 3 council meeting
Recommended By:	Clerk and Mayor
Summary:	Both the city clerk and the mayor will be unavailable for the August 3 meeting, as will the city treasurer. Admin officers have confirmed there is currently no known council business that must be addressed before the August 17 meeting.
Fiscal Impact:	N/A
Recommendation:	Cancel August 3 meeting.
Attachments:	None