City of Elkins

Regular Council Meeting

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

AGENDA

1. **Invocation and Pledge of Allegiance**
2. **Call to order and roll call**
3. **Public comment**
4. **Minutes**
   a. Proposed minutes for the meeting of August 17, 2023
5. **Correspondence and Notifications**
   a. Oct. 14: Davis Memorial Presbyterian Church closing Church Lane for mobile food pantry
   b. Sept. 10-Sept. 30: Our Town fall scarecrow event downtown
6. **Presentation**
   a. Chad Ware, Davis Health System: Update on partnership with Vandalia Health
7. **Committee Reports**
8. **Staff reports**
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: August 14-September 1, 2023

10. **New business**
    a. Resolution 1683: Reappointment of city treasurer
    b. Resolution 1684: Employee compensation changes
    c. Resolution 1685: Policies and agreements related to EPD hiring incentives
    d. Resolution 1686: Proposal for repair or replacement of gym roof at Phil Gainer Community Center
    e. City hall HVAC project funding
    f. Smoker Friendly request for endorsement of ABCA floorplan-extension application
    g. Beander's request for endorsement of ABCA floorplan-extension application
11. **Mayor's comments**

12. Adjournment

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	September 7, 2023
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of August 17, 2023
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. city council - 2023_08_17 - minutes_proposed

ELKINS COMMON COUNCIL
REGULAR COUNCIL MEETING
MINUTES

401 Davis Avenue
Council Chamber, 2nd Floor
August 17, 2023
7:00 p.m.

Elkins Common Council met in regular session in the council chamber of city hall. Present were Mayor Jerry A. Marco; Councilpersons N.E. Bross-Fregonara, A.C. Carroll, R.C. Chenoweth, G.M. Hinchman, B.C. Kerns, C.C. Lowther, D.C. Parker, E. L. Plishka, and L.S. Severino; 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).

Cm. C.H. Thompson was absent.

PUBLIC COMMENT

Emily Watson spoke about the impact on small businesses affected by the closure of Davis Avenue for Tygart Hotel construction work.

MINUTES

Chenoweth **MOVED APPROVAL OF THE MINUTES OF THE MEETING OF JULY 20, 2023.** The motion carried.

PRESENTATIONS

a. Jessica Sutton, update on Elkins Area Shared Trails
b. Clark Martin, Randolph County Solid Waste Authority

APPROVAL OF VENDOR INVOICE PAYMENTS

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

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

- Accounts Payable check transactions for the period July 17-August 11, 2023.

NEW BUSINESS

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

Hinchman **MOVED APPROVAL OF RESOLUTION 1681: DEED OF EASEMENT FROM KIMBLE PROPERTIES, LLC FOR ACCESS TO WATER MAIN LINE.** The motion carried.

Hinchman **MOVED APPROVAL OF RESOLUTION 1682: HIRING INCENTIVE POLICY FOR CITY POLICE DEPARTMENT.** The motion carried.

Lowther **MOVED APPROVAL OF A REQUEST FOR ENDORSEMENT OF MSFF'S TEN-DAY FAIR AND FESTIVAL LICENSE APPLICATION.** The motion carried.

The meeting was adjourned at 8:28 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:	September 7, 2023
Section:	Correspondence and Notifications
Category:	Presentation
Agenda Item Name:	Oct. 14: Davis Memorial Presbyterian Church closing Church Lane for mobile food pantry
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. Davis Memorial Chruch Event Request

Application to Use or Close City Streets and/or Sidewalks

Date(s) of Event October 14, 2023 Times From: 8:00am To: 12:00pm Noon

Date of Street Closing: Oct 14, 2023 Time of Street Closing: 8:00am

Date of Street Reopening: Oct 14, 2023 Time of Street Reopening: 12:00pm Noon

Davis Memorial Presbyterian Church

Organization Name Address 450 Randall St

City/State/Zip Elkins WV 26241 Fax None

Contact Martha Gardner Telephone 304-636-2788 E-mail office@dmpc.org

2nd Contact Deb Summerfield Telephone 304-704-9453 E-mail

Does the applicant have liability insurance that names the City as an additional insured? * Yes No

*(*A Certificate of Insurance may be required of the applicant for this event and must be submitted to the Mayor's Office upon request.)*

Explain event or reason for request:

Make Food Truck parking & area in Church Lane

Streets you are requesting to use or close – **identify specific block.**			**Barricade Street**	**Sidewalk Usage**
1. Church Lane	from 8:00am	to 12:00pm Noon	X	
2.	from	to		
3.	from	to		
4.	from	to		

Specific assistance needed from City (Parking, Police, Fire, etc.):

Projected number of attendees: ____ **(0-99)** ____ **(100-299)** ____ **(>300)**

Martha K Gardner

Signature of Applicant **Date**

TCB / 8/14/23 **Police Chief Approval**
Initials / Date

MR / 8/14/23 **Operations Manager Approval**
Initials / Date

/ **Parks Director Approval**
Initials / Date **(if necessary)**

SDA / 8/14/23 **Fire Chief Approval**
Initials / Date

JS / 8-15-23 **City Clerk Approval**
Initials / Date

Jerry A Manno 8/15/2023

Mayor's Signature **Date**

Contingencies/Restrictions:

File this application at the Mayor's Office at least two months in advance of the requested event date to assure full consideration. Approval is subject to any restrictions or changes required by the City Administration, **or if necessary for public safety reasons.**

cc: Chief Travis Bennett, Police Department
Chief Steve Himes, Fire Department
Operations Manager Melody Himes (Interim)
City Clerk Jessica Sutton
911 Center

CITY OF ELKINS

INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT

(Private Sponsored Event Street Closing and/or Property)

THIS INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT is made this 11 day of August, 2023, by Davis Memorial Presbyterian Church (the "Private Sponsor"), in favor of THE CITY OF ELKINS, WEST VIRGINIA (the "City"), a municipal corporation;

WHEREAS, during the Malik Food Truck sponsored by Private Sponsor scheduled to take place on the 14th day of October, 2023 (the "Event"), Private Sponsor desires the use of certain portions of the City's public thoroughfares and/or property for the Event, which portions are generally outlined in the Application dated August 11, 2023; attached hereto.

WHEREAS, the City requires that an Indemnity, Defense, and Save Harmless Agreement be granted by any Private Sponsor in favor of the City as a condition precedent to permitting the Private Sponsor the use of the City's public thoroughfares and/or property for any purpose such as the Event.

WHEREAS, in exchange for the City permitting any Private Sponsor the use of the City's public thoroughfares and/or property for any purpose such as the Event, the City is authorized under West Virginia law to accept an Indemnity, Defense and Save Harmless Agreement in favor of the City from such Private Sponsor(s) in order to protect the City and its officers, agents, and employees;

NOW, THEREFORE: in consideration of the City's permitting Private Sponsor to use portions of the City's public thoroughfares and/or property for the Event, and other good and valuable consideration, receipt of which is hereby acknowledged, Private Sponsor herein agrees as follows:

1. Private Sponsor agrees that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to, the Event or Private Sponsor's use of the City's public thoroughfares and/or property for the Event;

2. Private Sponsor hereby agrees to obtain and provide proof of appropriate liability insurance coverage with a limit of not less than $1,000,000.00 each occurrence. Private Sponsor shall name the City of Elkins, its agents, officers, directors, and employees, as an additional insured under said insurance policy. Private Sponsor's insurance policy shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by the City of Elkins, with respect to Private Sponsor's operations and the Event. If any applicable insurance coverage is subject to a deductible, the Private Sponsor shall be responsible for such deductible(s).

3. Private Sponsor acknowledges that this Agreement does not exempt it from any applicable permit and licensing requirements or any other laws of the City of Elkins, the State of West Virginia, and the United States of America.

4. Private Sponsor acknowledges that the permission granted by the City for Private Sponsor to use certain portions of the City's public thoroughfares and/or property for the Event is limited to the specified date(s) of the Event only and shall not extend in duration beyond the actual dates of the Event as set forth above. Notwithstanding the City's conditional grant of permission, Private Sponsor herein acknowledges and accepts the City's undisputed, inherent right, upon notice to Private Sponsor, to revoke its permission, with or without cause, for any reason, at any time. Further, if the Event and/or the use of the City's public thoroughfares and/or property continues beyond the term of the Event or beyond any revocation of permission as outlined herein, Private Sponsor understands and agrees that all other terms of this Agreement remain in full force and effect and are still binding upon Private Sponsor.

IN WITNESS WHEREOF, Davis Memorial Presbyterian Church (private sponsor), has caused its name to be signed hereto by Marsha Gardner (authorized representative) its Office Manager (office with or relationship to private sponsor) thereto duly authorized.

By: Marsha Gardner (Signature)
(authorized representative)

STATE OF WEST VIRGINIA,
COUNTY OF RANDOLPH, to-wit:

I, Elizabeth Roberts, a Notary Public in and for said County and State, do hereby CERTIFY that Marsha Gardner, whose name is signed to the foregoing and hereto annexed writing, bearing date of the 14 day of October, 2023, for, Davis Memorial Presbyterian Church as its Office Manager has this day ACKNOWLEDGED the same before me in my said County to be the act and deed of said corporation.

Given under my hand this 14 day of August, 2023.

My commission expires April 5, 2028.

Elizabeth B Roberts
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Elizabeth B Roberts
Elkins
2028

Event Insurance Requirements

Before your event can be approved, the City of Elkins must receive proof that:

1. You have insurance that will cover the event you are proposing (including a minimum $1 million liability coverage limit), **AND**
2. Your insurance company has named the City of Elkins as an "additional insured".

These steps can be accomplished in one of two ways, depending on whether your organization already carries insurance, or whether you will need to obtain insurance specifically for this event.

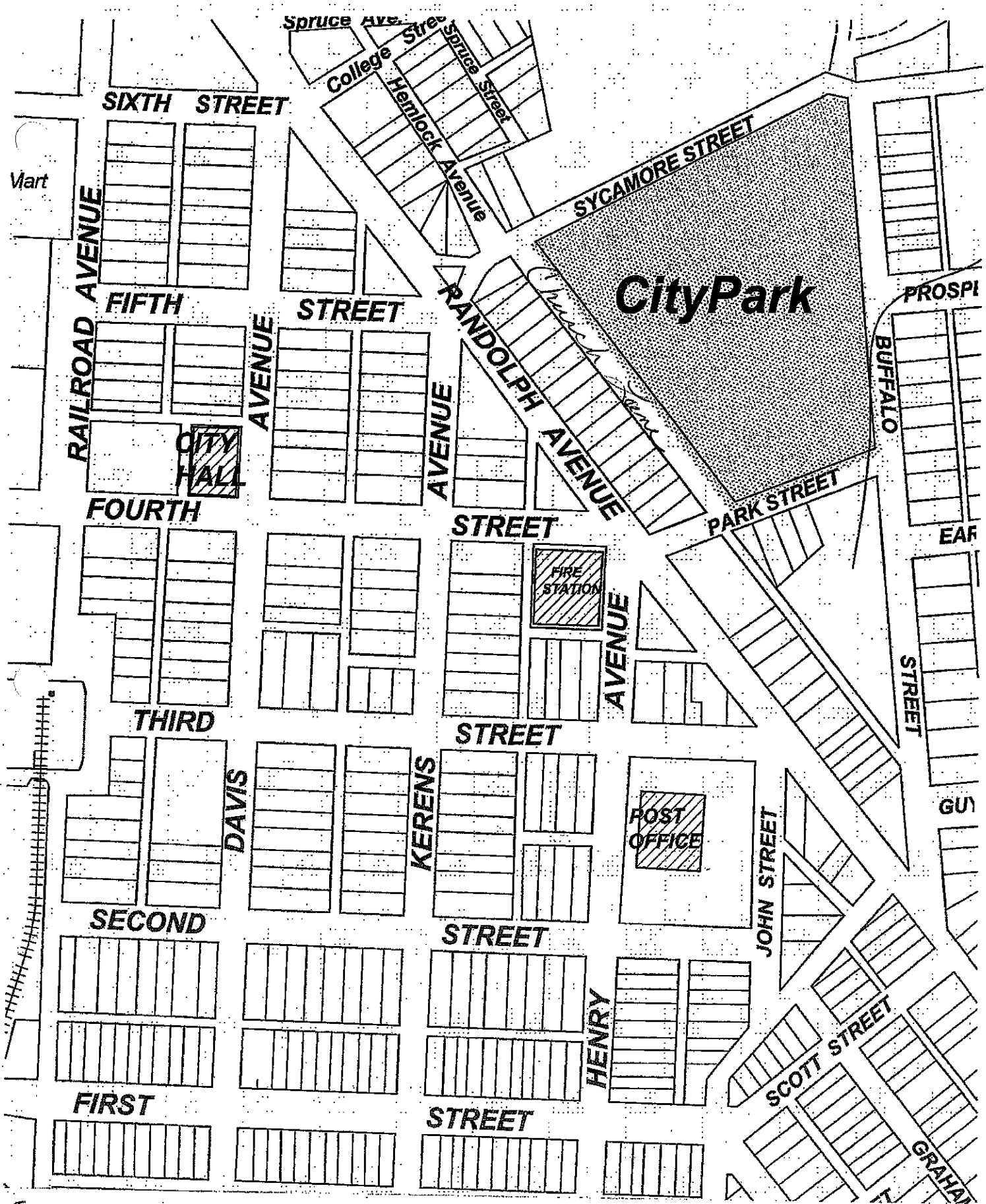
Insured Organizations

1. Contact your insurance carrier and describe your proposed event.
2. Verify that your policy has a minimum $1 million liability coverage limit.
3. If your insurance company confirms that your policy covers such an event, the only other necessary action is for you to ask to be provided a certificate showing "City of Elkins, West Virginia" as additional insured. (If your current policy doesn't cover such an event, or if your current policy has a liability coverage limit of less than $1 million, skip to the "Not Currently Insured" section, below.)
4. Submit this certificate to the mayor's office with your event application.

Not Currently Insured

1. Contact an insurance company to request "event insurance" for your proposed event (minimum $1 million liability coverage limit). Multiple agencies in Elkins offer this service, as well as many national/online companies.
2. Tell the company that, in addition to covering you or your organization, you want the "City of Elkins, West Virginia" named as an "additional insured".
3. Submit a certificate showing the above to the mayor's office with your event application.

##



Event name: Mobile Food Truck

Streets: Church Lane

Date | Time: Oct 14, 2023

9:00am - 12:00pm/noon

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Church Mutual Insurance Company, S.I.	
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	PHONE (A/C, No, Ext): 1-800-554-2642	FAX (A/C, No): 855-264-2329
	E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Church Mutual Insurance Company, S.I.	18767
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED

DAVIS MEMORIAL PRESBYTERIAN CHURCH
450 RANDOLPH AVE
ELKINS WV 26241-3947

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	0164007 25-407585	09/14/2022	09/14/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Liability for food distribution on 09/02/2023 for use of Church Lane owned by the City of Elkins.

Certificate Holder is an additional insured as required by written contract or agreement per the General Liability Enhancement endorsement attached to the policy.

CERTIFICATE HOLDER

City of Elkins
401 Davis Ave
Elkins WV 26241-3899

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	September 7, 2023
Section:	Correspondence and Notifications
Category:	Presentation
Agenda Item Name:	Sept. 10-Sept. 30: Our Town fall scarecrow event downtown
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. Our Town Inc Event Request Form

Application to Use or Close City Streets and/or Sidewalks

Date(s) of Event Sept 10 - Sept 30 Times From: — To: —

Date of Street Closing: none Time of Street Closing: none

Date of Street Reopening: none Time of Street Reopening: none

Organization Name Our Town, Inc Address Delmonte Mkt, 344 Railroad Ave
City/State/Zip Elkins, WV, 26241 Fax
Contact Tammy Dolly Telephone 304-940-3158 E-mail ourtownelkins@gmail.com
2nd Contact Bobbi Trimboli Telephone 636-0415 E-mail trimboli.bh@gmail.com

Does the applicant have liability insurance that names the City as an additional insured? * X Yes ____ No
*(*A Certificate of Insurance may be required of the applicant for this event and must be submitted to the Mayor's Office upon request.)*

Explain event or reason for request: Place 50 silver scarecrows on power poles as approved by Mon Power. Need to see if Sanitation will pick leftovers/unwanted scarecrows on

Streets you are requesting to use or close – **identify specific block.**

				Barricade Street	**Sidewalk Usage**
1.	from	to			
2.	from	to			
3.	from	to			
4.	from	to			

Specific assistance needed from City (Parking, Police, Fire, etc.):

Projected number of attendees: ____ **(0-99)** ____ **(100-299)** ____ **(>300)**

Barbara "Bobbi" Trimboli, Volunteer for Our Town
Signature of Applicant **Date**

JLS / 8/8/23 **Police Chief Approval**
Initials / *Date*

MA / 8/07/2023 **Operations Manager Approval** McKeever on vacation
Initials / *Date*

____ / ____ **Parks Director Approval**
Initials / *Date* **(if necessary)**

SDH / 8/4/23 **Fire Chief Approval**
Initials / *Date*

JS / 8-14-23 **City Clerk Approval**
Initials / *Date*

Jerry A Manes 8/15/2023
Mayor's Signature **Date**

Contingencies/Restrictions:

File this application at the Mayor's Office at least two months in advance of the requested event date to assure full consideration. Approval is subject to any restrictions or changes required by the City Administration, **or if necessary for public safety reasons.**

cc: Chief Travis Bennett, Police Department
Chief Steve Himes, Fire Department
Operations Manager Melody Himes (Interim)
City Clerk Jessica Sutton
911 Center

CITY OF ELKINS

INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT

(Private Sponsored Event Street Closing and/or Property)

THIS INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT is made this 3 day of August, 23, by Our Town, Inc (the "Private Sponsor"), in favor of THE CITY OF ELKINS, WEST VIRGINIA (the "City"), a municipal corporation;

WHEREAS, during the timespan of 9/10/23 to 9/30/23 sponsored by Private Sponsor scheduled to take place on the ~~day of~~ as indicated before (the "Event"), Private Sponsor desires the use of certain portions of the City's public thoroughfares and/or property for the Event, which portions are generally outlined in the Application dated placement of scarecrows on Mon Power Silver Poles, attached hereto.

9/30/23 - Need Sanitation dept to pick up unwanted scarecrows on that day

WHEREAS, the City requires that an Indemnity, Defense, and Save Harmless Agreement be granted by any Private Sponsor in favor of the City as a condition precedent to permitting the Private Sponsor the use of the City's public thoroughfares and/or property for any purpose such as the Event.

WHEREAS, in exchange for the City permitting any Private Sponsor the use of the City's public thoroughfares and/or property for any purpose such as the Event, the City is authorized under West Virginia law to accept an Indemnity, Defense and Save Harmless Agreement in favor of the City from such Private Sponsor(s) in order to protect the City and its officers, agents, and employees;

NOW, THEREFORE: in consideration of the City's permitting Private Sponsor to use portions of the City's public thoroughfares and/or property for the Event, and other good and valuable consideration, receipt of which is hereby acknowledged, Private Sponsor herein agrees as follows:

1. Private Sponsor agrees that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to, the Event or Private Sponsor's use of the City's public thoroughfares and/or property for the Event;

2. Private Sponsor hereby agrees to obtain and provide proof of appropriate liability insurance coverage with a limit of not less than $1,000,000.00 each occurrence. Private Sponsor shall name the City of Elkins, its agents, officers, directors, and employees, as an additional insured under said insurance policy. Private Sponsor's insurance policy shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by the City of Elkins, with respect to Private Sponsor's operations and the Event. If any applicable insurance coverage is subject to a deductible, the Private Sponsor shall be responsible for such deductible(s).

3. Private Sponsor acknowledges that this Agreement does not exempt it from any applicable permit and licensing requirements or any other laws of the City of Elkins, the State of West Virginia, and the United States of America.

4. Private Sponsor acknowledges that the permission granted by the City for Private Sponsor to use certain portions of the City's public thoroughfares and/or property for the Event is limited to the specified date(s) of the Event only and shall not extend in duration beyond the actual dates of the Event as set forth above. Notwithstanding the City's conditional grant of permission, Private Sponsor herein acknowledges and accepts the City's undisputed, inherent right, upon notice to Private Sponsor, to revoke its permission, with or without cause, for any reason, at any time. Further, if the Event and/or the use of the City's public thoroughfares and/or property continues beyond the term of the Event or beyond any revocation of permission as outlined herein, Private Sponsor understands and agrees that all other terms of this Agreement remain in full force and effect and are still binding upon Private Sponsor.

IN WITNESS WHEREOF, Our Town Inc. / Bobbi Trimboli (private sponsor), has caused its name to be signed hereto by Bobbi Trimboli, Volunteer (authorized representative) its representative (office with or relationship to private sponsor) thereto duly authorized.

By: Barbara "Bobbi" Trimboli (Signature)

(authorized representative)

STATE OF WEST VIRGINIA,

COUNTY OF RANDOLPH, to-wit:

I, Julie M Civiello, a Notary Public in and for said County and State, do hereby CERTIFY that Barbara Trimboli, whose name is signed to the foregoing and hereto annexed writing, bearing date of the 3 day of August, 2023, for, Our Town, Inc as its representative, has this day ACKNOWLEDGED the same before me in my said County to be the act and deed of said corporation.

Given under my hand this 3 day of August, 2023.

My commission expires 23 July 2027.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Julie M. Civiello
Davis Trust Company
PO Box 1429
Elkins, WV 26241
My Commission Expires July 23, 2027

Julie M Civiello
Notary Public

Event Insurance Requirements

Before your event can be approved, the City of Elkins must receive proof that:

1. You have insurance that will cover the event you are proposing (including a minimum $1 million liability coverage limit), **AND**
2. Your insurance company has named the City of Elkins as an "additional insured".

These steps can be accomplished in one of two ways, depending on whether your organization already carries insurance, or whether you will need to obtain insurance specifically for this event.

Insured Organizations

1. Contact your insurance carrier and describe your proposed event.
2. Verify that your policy has a minimum $1 million liability coverage limit.
3. If your insurance company confirms that your policy covers such an event, the only other necessary action is for you to ask to be provided a certificate showing "City of Elkins, West Virginia" as additional insured. (If your current policy doesn't cover such an event, or if your current policy has a liability coverage limit of less than $1 million, skip to the "Not Currently Insured" section, below.)
4. Submit this certificate to the mayor's office with your event application.

Not Currently Insured

1. Contact an insurance company to request "event insurance" for your proposed event (minimum $1 million liability coverage limit). Multiple agencies in Elkins offer this service, as well as many national/online companies.
2. Tell the company that, in addition to covering you or your organization, you want the "City of Elkins, West Virginia" named as an "additional insured".
3. Submit a certificate showing the above to the mayor's office with your event application.

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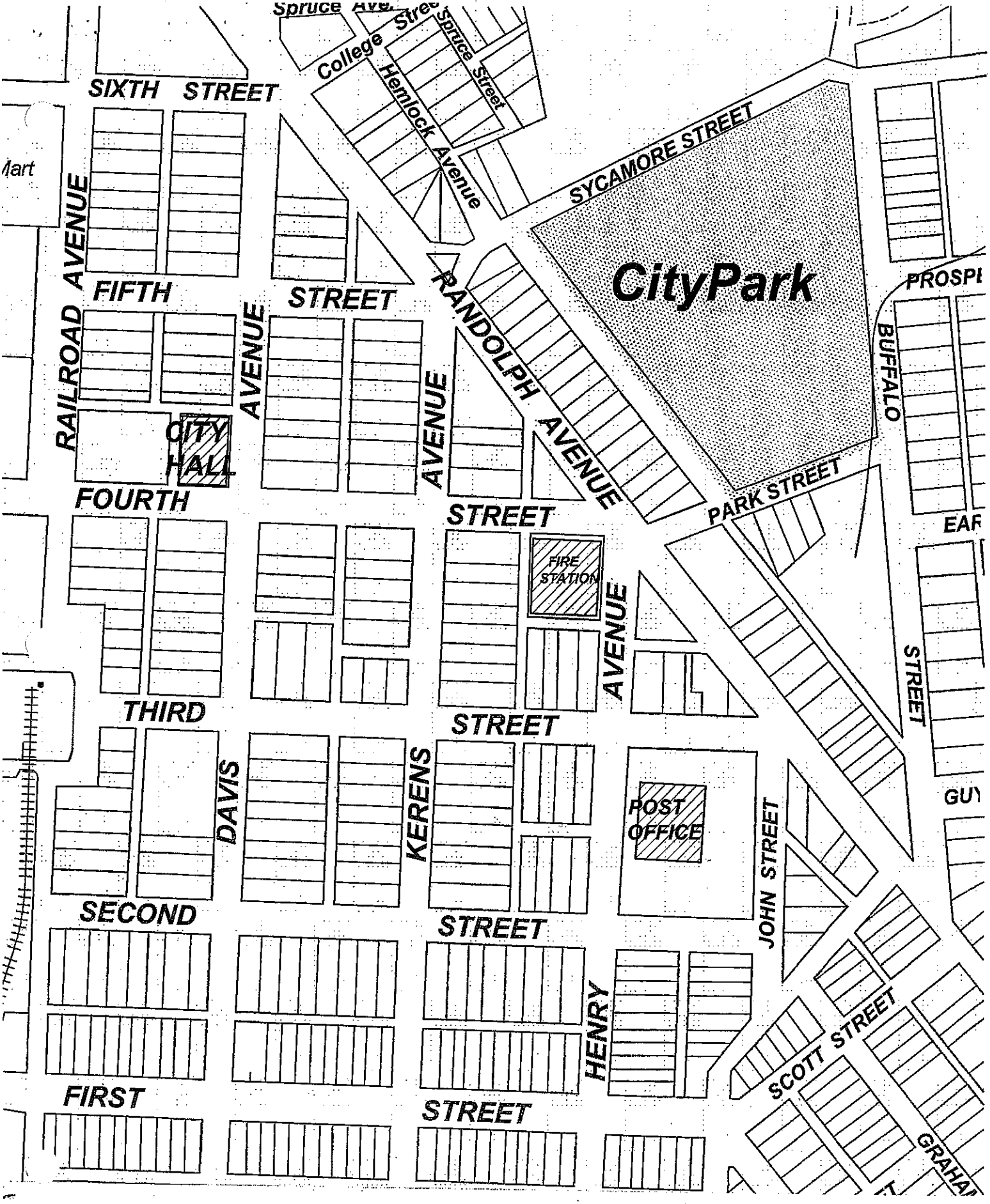

Event name:

Streets:

Date | Time:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hagerty Insurance Agency, LLC 141 River's Edge Drive Traverse City MI 49684-3265	CONTACT NAME: PHONE (A/C, No, Ext): (800) 922-4050 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Markel Insurance Company — 38970 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Our Town dba Mountain State Street Machines 316 Railroad Ave. Elkins WV 26241	

COVERAGES AK **CERTIFICATE NUMBER:** Cert ID 19825 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR	Y		CVG2337-06	04/20/2023	04/20/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Scarecrow Event in to be held throughout the city of Elkins from September 10, 2023 to September 30, 2023.

CERTIFICATE HOLDER

City of Elkins
401 Davis Ave
Elkins WV 26241

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	September 7, 2023
Section:	Approval of vendor invoice payments
Category:	Action Item
Agenda Item Name:	(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.)
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	None

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	September 7, 2023
Section:	Approval of vendor invoice payments
Category:	Action Item
Agenda Item Name:	Vendor invoices presented for approval: August 14-September 1, 2023
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. AP Check Report - 2023_09_07

VENDOR SET: 01 Elkins
BANK: ARPA America Rescue Plan Act
DATE RANGE: 8/14/2023 THRU 9/01/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02508	Avertium, LLC							
I-INV602254	NIST CSF	R	8/15/2023	12,495.00		000106		12,495.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			12,495.00	0.00	12,495.00
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: ARPA TOTALS:	1	12,495.00	0.00	12,495.00
BANK: ARPA TOTALS:	1	12,495.00	0.00	12,495.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 8/14/2023 THRU 9/01/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02417		US Bank Corporate Payment Syst							
	I-VisaFleet 073123	Visa Fleet Stmt Pmt 073123	D	8/16/2023	15,682.50		004985		15,682.50
02417		US Bank Corporate Payment Syst							
	I-VisaStmtPmt 073123	Visa Stmt Pmt 073123	D	8/18/2023	78,375.75		005067		78,375.75
00741		Great-West Trust Company LLC							
	I-VF 202308211565	Voya	D	8/22/2023	645.00		005068		
	I-VF2202308211565	Voya AT	D	8/22/2023	50.00		005068		695.00
00792		WV Consolidated Retirement Boa							
	I-RTD202308081558	Retirement	D	8/22/2023	6,693.67		005069		
	I-RTD202308211565	Retirement	D	8/22/2023	6,897.72		005069		13,591.39
00952		WV Consolidated Retirement Boa							
	I-RTF202308081558	Retirement	D	8/22/2023	2,276.00		005070		
	I-RTF202308211565	Retirement	D	8/22/2023	2,334.68		005070		
	I-RTN202308081558	Retirement	D	8/22/2023	3,008.24		005070		
	I-RTN202308081559	Retirement	D	8/22/2023	4,930.00		005070		
	I-RTN202308211565	Retirement	D	8/22/2023	2,985.76		005070		15,534.68
00993		WV Consolidated Retirement Boa							
	I-RT6202308081558	Retirement 6%	D	8/22/2023	7,411.64		005071		
	I-RT6202308211565	Retirement 6%	D	8/22/2023	7,981.42		005071		15,393.06
00023		Appalachian Forest Heritage Ar							
	I-1Q Cont FY 23-24	1Q Cont FY 23-24	R	8/15/2023	1,500.00		013971		1,500.00
00047		Truist Governmental Finance							
	I-00004 082723	9948000234-04 082723	R	8/15/2023	2,256.75		013972		
	I-00005 082423	9948000234-05 082423	R	8/15/2023	2,596.05		013972		4,852.80
00104		Elkins Wrecker Service							
	I-53656	tow, repair drive shaft	R	8/15/2023	329.15		013973		329.15
00116		Child Support Enforcement							
	I-CDS2023725	Child Support	R	8/15/2023	59.76		013974		59.76
00126		City of Clarksburg							
	I-202307277453	Yard waste compost	R	8/15/2023	110.00		013975		110.00
00132		Clarksburg Water Board							
	I-M90655	compliance samples	R	8/15/2023	23.00		013976		23.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 8/14/2023 THRU 9/01/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00182		Country Roads Transit							
	I-1Q Cont FY 23-24	1Q Cont FY 23-24	R	8/15/2023	3,500.00		013977		3,500.00
00239		Elkins Historic Landmark Commi							
	I-1Q Cont FY 23-24	1Q Cont FY 23-24	R	8/15/2023	1,000.00		013978		1,000.00
00241		Elkins Main Street							
	I-1Q Cont FY 23-24	1Q Cont FY 23-24	R	8/15/2023	4,812.50		013979		4,812.50
00243		Elkins Randolph County Chamber							
	I-1Q Cont FY 23-24	1Q Cont FY 23=24	R	8/15/2023	1,500.00		013980		1,500.00
00250		Elkins-Randolph County Regiona							
	I-1Q Cont FY23-24	1Q Cont FY 23-24	R	8/15/2023	4,562.50		013981		4,562.50
00251		Elkins-Randolph County Public							
	I-1Q Cont FY 23-24	1Q Cont FY 23-24	R	8/15/2023	5,625.00		013982		5,625.00
00471		Mon Power							
	I-CityPark081123	City Park 0712-080923	R	8/15/2023	10.43		013983		
	I-Kump 083023	Kump Center 071823-080823	R	8/15/2023	28.33		013983		
	I-Park 080923	Park St 668465 0712-080923	R	8/15/2023	10.68		013983		
	I-ParkSt 081123	Park St 0712-080923	R	8/15/2023	5.80		013983		55.24
00479		Amtower Auto Supply, Inc.							
	I-194868	paint	R	8/15/2023	76.44		013984		
	I-194869	glass cleaner	R	8/15/2023	72.96		013984		
	I-195106	armorall, soap, markers	R	8/15/2023	343.42		013984		492.82
00500		Newlons International Sales, L							
	I-01P9756	filter, air filter housing	R	8/15/2023	366.18		013985		366.18
00570		Randolph County Commission							
	I-1Q Cont FY 23-24	1Q Cont FY 23-24	R	8/15/2023	1,750.00		013986		1,750.00
00571		The Arts Center							
	I-1Q Cont FY 23-24	1Q Cont FY 23-24	R	8/15/2023	1,250.00		013987		1,250.00
00573		Randolph County Development Au							
	I-1Q Cont FY 23-24	1Q Cont FY 23-24	R	8/15/2023	3,375.00		013988		3,375.00
00578		Randolph Elkins Health Departm							
	I-1Q Cont FY 23-24	1Q Cont FY 23-24	R	8/15/2023	1,125.00		013989		1,125.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 8/14/2023 THRU 9/01/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00579		Randolph-Tucker Children's Adv							
	I-1Q Cont FY 23-24	1Q Cont FY 23-24	R	8/15/2023	1,250.00		013990		1,250.00
00629		Service Pump & Supply							
	I-CI-0000023435	valve, spears electro	R	8/15/2023	837.87		013991		837.87
00644		Smith Backhoe & Dozer Service,							
	I-104512	Demo for 8 tree holes	R	8/15/2023	1,920.00		013992		1,920.00
00701		Toshiba Financial Services							
	I-507766962	Toshiba E4515AC	R	8/15/2023	332.51		013993		332.51
00707		Trickett Hardware, Inc.							
	I-3023	screws, cutter, pipe, hooks	R	8/15/2023	52.68		013994		
	I-3029	washers, all thread, copper	R	8/15/2023	134.09		013994		
	I-3038	caulk gun, tappers, spray foam	R	8/15/2023	37.98		013994		
	I-3847	washers, bolts, nuts	R	8/15/2023	6.62		013994		
	I-3918	shovels bolt, spring	R	8/15/2023	68.94		013994		
	I-4022	halogen bulb	R	8/15/2023	3.99		013994		304.30
00779		Woodford Oil Company							
	I-4484893	leak guage	R	8/15/2023	60.00		013995		60.00
00884		Colonial Court Service Station							
	I-580758	38 tires	R	8/15/2023	10,562.70		013996		
	I-580783	4 Kumho Solus tires	R	8/15/2023	748.00		013996		
	I-580806	F150 Service	R	8/15/2023	78.37		013996		11,389.07
01292		COE Sewer O & M Account							
	I-SWR OM 072023	Sewer O&M Deposit 07/2023	R	8/15/2023	13,153.88		013997		13,153.88
01313		COE Water O & M Account							
	I-Water OM 07/2023	Water O&M Deposit 07/2023	R	8/15/2023	12,902.14		013998		12,902.14
01390		Phoenix Solutions, LLC							
	I-5329	chemicals	R	8/15/2023	4,638.75		013999		
	I-5334	chemicals	R	8/15/2023	1,079.26		013999		
	I-5357	chemicals	R	8/15/2023	7,323.09		013999		
	I-5378	chemicals	R	8/15/2023	7,066.04		013999		20,107.14
01449		Dodson Pest Control							
	I-237051020721	Pest Control - 4 months	R	8/15/2023	500.00		014000		500.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 8/14/2023 THRU 9/01/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01546		FeeCorp Corporation							
	I-E230455	sewer cleanout Rand Ave.	R	8/15/2023	13,400.00		014001		13,400.00
01569		Valley Health Care Inc							
	I-64983C7274	P. Marsh vision	R	8/15/2023	125.00		014002		125.00
01594		Pace Analytical Services LLC							
	I-2330459352	June/July 2023 Contract	R	8/15/2023	3,115.80		014003		3,115.80
01681		HdL Companies							
	I-07312023	BL Revenue 07/2023	R	8/15/2023	1,460.65		014004		1,460.65
01727		Enterprise FM Trust							
	I-FBN4818723	Fleet Leases 08/2023	R	8/15/2023	16,814.99		014005		16,814.99
01764		Marilynn Cuonzo							
	I-ckreqest081023	camo pcord	R	8/15/2023	10.26		014006		10.26
01821		Busy Beaver							
	I-1256/L	12x12 square	R	8/15/2023	6.76		014007		6.76
02277		Vigilant Custom Creations							
	I-047	mic, chargers, knob parts	R	8/15/2023	815.00		014008		815.00
02309		Twin A Equipment Repair LLC							
	I-631	labor, tire repair	R	8/15/2023	392.47		014009		392.47
02322		Badger Meter							
	I-80134140	ML Hosting July 2023	R	8/15/2023	211.45		014010		211.45
02331		William Mallow							
	I-ExpRptClassIII	GSA & mileage Class III course	R	8/15/2023	666.21		014011		666.21
02347		LEAF							
	I-15115507	Toshiba/Lexmark	R	8/15/2023	691.22		014012		
	I-15115508	Toshiba 478S 08/25/23	R	8/15/2023	105.40		014012		
	I-15115509	Toshiba E4515AC EPD	R	8/15/2023	283.02		014012		1,079.64
02431		Ferguson Waterworks #527							
	I-0834822	12-lids, 12 marking paint	R	8/15/2023	270.60		014013		270.60
02451		DataMax Corporation							
	I-16441	Collections July 2023	R	8/15/2023	260.10		014014		260.10

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 8/14/2023 THRU 9/01/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02500		Custom Services Industries LLC							
	I-2259	asbestos 413 Harpertown	R	8/15/2023	2,544.50		014015		
	I-2261	asbestos 202 N Randolph	R	8/15/2023	2,419.00		014015		
	I-2262	asbestos 1602 S Davis	R	8/15/2023	2,333.00		014015		7,296.50
02509		Kareena Findley							
	I-ckrequest081023	7/21/23 damage-parks trailer	R	8/15/2023	763.84		014016		763.84
02510		Master Built Courts							
	I-50% Pickelball Ct	50% pickleball courts	R	8/15/2023	14,992.50		014017		14,992.50
1		CARVER, KIMBERLY D							
	I-000202308151562	US REFUND	R	8/16/2023	60.69		014018		60.69
00116		Child Support Enforcement							
	I-CDS202308211565	Child Support	R	8/22/2023	571.48		014019		571.48
00121		Citizens Bank of WVFP							
	I-FP 202308211565	Fire Pension	R	8/22/2023	471.71		014020		471.71
00122		Citizens Bank of WVPP							
	I-PP 202308211565	Police Pension	R	8/22/2023	279.74		014021		
	I-PPN202308211565	Police Pension-2010 Forward	R	8/22/2023	445.72		014021		725.46
00147		COE Misc							
	I-MIS202308211565	Misc Reimbursements	R	8/22/2023	319.04		014022		319.04
00150		COE Payroll							
	I-T1 202308211565	Federal Withholding	R	8/22/2023	11,644.80		014023		11,644.80
00151		COE Payroll							
	I-T3 202308211565	FICA	R	8/22/2023	17,576.46		014024		
	I-T4 202308211565	Medicare	R	8/22/2023	4,543.24		014024		22,119.70
00152		COE Payroll							
	I-T2 202308211565	State Withholding	R	8/22/2023	5,146.00		014025		5,146.00
00203		Davis Trust Company							
	I-CC 202308211565	Employee Christmas Club	R	8/22/2023	2,390.00		014026		2,390.00
00747		Washington National Insurance							
	I-WN 202308211565	Washington National Insurance	R	8/22/2023	988.20		014027		988.20

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 8/14/2023 THRU 9/01/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00837		COE Payroll Reimbursement							
	I-001202308211565	Payroll Reimbursement	R	8/22/2023	49,263.79		014028		
	I-006202308211565	Payroll Reimbursement	R	8/22/2023	5,397.32		014028		
	I-036202308211565	Payroll Reimbursement	R	8/22/2023	13,207.48		014028		
	I-400202308211565	Payroll Reimbursement	R	8/22/2023	21,247.45		014028		
	I-401202308211565	Payroll Reimbursement	R	8/22/2023	14,288.39		014028		
	I-404202308211565	Payroll Reimbursement	R	8/22/2023	10,330.20		014028		113,734.63
01885		Colonial Life							
	I-CL 202308211565	Colionial Life-AT	R	8/22/2023	112.10		014029		
	I-CLP202308211565	Colonial Life-PT	R	8/22/2023	52.52		014029		164.62
00006		AFLAC							
	I-AF 202308081558	Aflac-After Tax Ins	R	8/22/2023	67.78		014030		
	I-AF 202308211565	Aflac-After Tax Ins	R	8/22/2023	67.78		014030		
	I-AFL202308081558	Aflac Insurance	R	8/22/2023	68.68		014030		
	I-AFL202308211565	Aflac Insurance	R	8/22/2023	68.68		014030		272.92
00032		Absolute Assurance Drug Test L							
	I-1429	drug testing 4 employees	R	8/22/2023	168.00		014031		168.00
00156		COE Sewer Depreciation Account							
	I-SWR DEP 07/2023	Swr Depr Deposit 7/2023	R	8/22/2023	5,437.59		014032		5,437.59
00158		COE Water Depreciation Account							
	I-WTR DEPR 07/2023	Water Deprec Deposit 07/2023	R	8/22/2023	8,819.84		014033		8,819.84
00242		Elkins Professional Firefighte							
	I-EPF202308081558	Elkins Professional FF	R	8/22/2023	90.00		014034		
	I-EPF202308211565	Elkins Professional FF	R	8/22/2023	90.00		014034		180.00
00283		Frontier							
	I-072023	Landline charges	R	8/22/2023	1,184.91		014035		1,184.91
00300		Glotfelty Tire Center							
	I-6-385114	tire removal & mounting	R	8/22/2023	229.00		014036		229.00
00457		Metalworks, Inc.							
	I-13135A	balance loader repair	R	8/22/2023	30.00		014037		30.00
00468		Miss Utility of West Virginia,							
	I-WV23-3173	Message Fees July 2023	R	8/22/2023	129.20		014038		129.20

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 8/14/2023 THRU 9/01/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00479		Amtower Auto Supply, Inc.							
	I-195197	sanding discs, tape, sander	R	8/22/2023	287.70		014039		
	I-195691	oil & air filters	R	8/22/2023	115.70		014039		403.40
00500		Newlons International Sales, L							
	I-01P10500	battery	R	8/22/2023	387.15		014040		387.15
00582		Region VII Plan. & Development							
	I-520-2	GIS Services July 2023	R	8/22/2023	440.00		014041		440.00
00591		Retiree Health Benefit Trust F							
	I-08/23 RHBT	RHBT retirees 08/2023	R	8/22/2023	1,609.56		014042		1,609.56
00707		Trickett Hardware, Inc.							
	I-4030	7-keys	R	8/22/2023	17.50		014043		17.50
00787		WV Bureau of Employment Progra							
	I-SUV202307111551	State Unemployment-Vol Fire	R	8/22/2023	39.77		014044		39.77
00805		FBMC							
	I-MFB202308081558	Mt. Flex Benefit	R	8/22/2023	1,726.54		014045		
	I-MFB202308211565	Mt. Flex Benefit	R	8/22/2023	1,700.80		014045		
	I-RChen 08/2023	R Chenoweth 08/2023	R	8/22/2023	24.95		014045		3,452.29
00808		WV Municipal League							
	I-872023	WVML registration	R	8/22/2023	300.00		014046		300.00
00810		WV Public Employee Insurance A							
	I-BL 202308211565	Basic Life Benefit	R	8/22/2023	172.26		014047		
	I-BL1202308211565	Basic Life Benefit +	R	8/22/2023	1.98		014047		
	I-DL 202308081558	Dependent Life	R	8/22/2023	74.96		014047		
	I-DL 202308211565	Dependent Life	R	8/22/2023	74.88		014047		
	I-HPA202308081558	Ins-Health Plan A	R	8/22/2023	949.00		014047		
	I-HPA202308211565	Ins-Health Plan A	R	8/22/2023	949.00		014047		
	I-HPB202308081558	Ins-Health Plan B	R	8/22/2023	627.50		014047		
	I-HPB202308211565	Ins-Health Plan B	R	8/22/2023	627.50		014047		
	I-ICA202308081558	Ins - Emp/Child-Plan A	R	8/22/2023	1,699.50		014047		
	I-ICA202308211565	Ins - Emp/Child-Plan A	R	8/22/2023	1,699.50		014047		
	I-ICB202308081558	Ins- Emp/child - Plan B	R	8/22/2023	494.50		014047		
	I-ICB202308211565	Ins- Emp/child - Plan B	R	8/22/2023	494.50		014047		
	I-IFA202308081558	Ins - Family - Plan A	R	8/22/2023	17,342.00		014047		
	I-IFA202308211565	Ins - Family - Plan A	R	8/22/2023	17,342.00		014047		
	I-IFB202308081558	Ins - Family - Plan B	R	8/22/2023	5,825.00		014047		
	I-IFB202308211565	Ins - Family - Plan B	R	8/22/2023	5,825.00		014047		
	I-IFD202308081558	Ins-Fam-Plan B - Post Tax	R	8/22/2023	582.50		014047		
	I-IFD202308211565	Ins-Fam-Plan B - Post Tax	R	8/22/2023	582.50		014047		
	I-ISA202308081558	Ins - Single - Plan A	R	8/22/2023	4,062.50		014047		
	I-ISA202308211565	Ins - Single - Plan A	R	8/22/2023	4,062.50		014047		

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 8/14/2023 THRU 9/01/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-ISB202308081558	Ins-Single - Plan B	R	8/22/2023	2,529.00		014047		
	I-ISB202308211565	Ins-Single - Plan B	R	8/22/2023	2,529.00		014047		
	I-OL 202308081558	Optional Life	R	8/22/2023	346.21		014047		
	I-OL 202308211565	Optional Life	R	8/22/2023	337.41		014047		
	I-RChen 08/2023	R Chenoweth 08/2023	R	8/22/2023	1,334.00		014047		
	I-TOF202308081558	Tobacco Surcharge Family	R	8/22/2023	350.00		014047		
	I-TOF202308211565	Tobacco Surcharge Family	R	8/22/2023	350.00		014047		
	I-TOS202308081558	Tobacco Surcharge Single	R	8/22/2023	137.50		014047		
	I-TOS202308211565	Tobacco Surcharge Single	R	8/22/2023	137.50		014047		71,539.70
00813		West Virginia Rural Water Asso							
	I-2023-08-011	WVRWA registration	R	8/22/2023	1,340.00		014048		
	I-2023-08-017	WVRWA registration	R	8/22/2023	190.00		014048		1,530.00
00884		Colonial Court Service Station							
	I-581153	4 Glacer tires	R	8/22/2023	912.28		014049		912.28
01220		The Delmonte Market							
	I-144739573	(2) fresh arrangements	R	8/22/2023	80.00		014050		80.00
01220		The Delmonte Market							
	I-149374847	City Flowers	R	8/22/2023	4,559.16		014051		4,559.16
01447		Heritage Fire Equipment							
	I-9162	service call pump test	R	8/22/2023	550.00		014052		550.00
01570		Path Master Inc							
	I-127012	LED lights, lenses	R	8/22/2023	728.00		014053		728.00
01594		Pace Analytical Services LLC							
	I-2330462916	lab analysis July 2023	R	8/22/2023	998.80		014054		998.80
01751		COE WWTP							
	I-202308074705	Backwash July 2023	R	8/22/2023	681.53		014055		681.53
01790		Crim Law Office PLLC							
	I-366	professional services	R	8/22/2023	4,390.00		014056		
	I-367	professional services	R	8/22/2023	4,630.00		014056		
	I-370	RADPP professional services	R	8/22/2023	2,150.00		014056		11,170.00
01821		Busy Beaver							
	I-1222/L	sprayer, bins, rebar	R	8/22/2023	100.03		014057		100.03

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 8/14/2023 THRU 9/01/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02047		Cybertech Automation USA Inc							
	I-12577	SI-D travel, labor	R	8/22/2023	3,233.81		014058		
	I-12600	SI-D travel, labor	R	8/22/2023	2,425.26		014058		
	I-12691	SI-D labor	R	8/22/2023	544.62		014058		6,203.69
02151		Liberty Distributors Inc							
	I-421436	scrubber repair, labor	R	8/22/2023	148.70		014059		148.70
02265		Brian Jenkins							
	I-ExpRpt Class III	GSA expenses Class III Course	R	8/22/2023	489.82		014060		489.82
02340		West Virginia State Tax Depart							
	I-GAR202308211565	Garnishment - DI# 614946	R	8/22/2023	13.09		014061		13.09
02506		Evolve Modern							
	I-1520	D. George	R	8/22/2023	220.00		014062		220.00
1		DODDS, SHAUN R							
	I-000202308221566	US REFUND	R	8/22/2023	105.53		014063		105.53
1		HBC RENTALS LLC							
	I-000202308221567	US REFUND	R	8/22/2023	49.74		014064		49.74
1		SCHUTZ, HELENA							
	I-000202308251568	US REFUND	R	8/25/2023	202.50		014065		202.50
1		NINE, KRISTIN C							
	I-000202308251569	US REFUND	R	8/25/2023	57.00		014066		57.00
00054		Ronald Belt, Jr.							
	I-ExpRpt082523	Training-Charleston 8/28-8/30	R	8/25/2023	558.78		014067		558.78
00544		Steven Poage							
	I-ExpRpt082823	Training-Charleston 8/28-8/30	R	8/25/2023	558.78		014068		558.78
00079		Broughton Sports							
	I-T2395	name holder/MWashington	R	8/29/2023	21.90		014069		
	I-T2396	name holder/J Deighan	R	8/29/2023	21.90		014069		43.80
00119		First-Citizens Bank & Trust Co							
	I-43003000	Kyocera SN RLZ0601465	R	8/29/2023	52.50		014070		
	I-43006379	Konica SN AAJP011202616	R	8/29/2023	55.00		014070		107.50

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 8/14/2023 THRU 9/01/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00132		Clarksburg Water Board							
	I-M90730	compliance samples	R	8/29/2023	230.00		014071		230.00
00193		Custom Paving & Sealing, Inc.							
	I-081723	paving walkways in City Park	R	8/29/2023	24,990.00		014072		24,990.00
00283		Frontier							
	I-082023	072023-081923	R	8/29/2023	1,184.95		014073		1,184.95
00540		Pitney Bowes Bank Inc							
	I-PostAlloc 07/2023	postage allocation City Hall	R	8/29/2023	643.04		014074		643.04
00688		Terra Flora Landscaping							
	I-0442	Parking lot Maint	R	8/29/2023	930.00		014075		930.00
00701		Toshiba Financial Services							
	I-508672243	LEXM5255/TOSH E4515AC	R	8/29/2023	647.62		014076		
	I-508994225	LEXC450 TOSHE3005AC 9/23	R	8/29/2023	343.56		014076		
	I-509185757	TOSHE 4515AC 081523-091523	R	8/29/2023	213.63		014076		1,204.81
00779		Woodford Oil Company							
	I-4493226	Hyd oil, multifak EP	R	8/29/2023	748.00		014077		748.00
00892		McMaster-Carr							
	I-12993676 13071513	Steel Angles/Grating Bars	R	8/29/2023	7,539.05		014078		7,539.05
01390		Phoenix Solutions, LLC							
	I-5401	chemicals	R	8/29/2023	7,047.75		014079		7,047.75
01594		Pace Analytical Services LLC							
	I-Multi 04/23 05/23	Compliance Samples	R	8/29/2023	1,913.00		014080		
	I-Multi- 06/23-08/23	compliance samples	R	8/29/2023	1,168.00		014080		3,081.00
01790		Crim Law Office PLLC							
	I-368	professional services	R	8/29/2023	680.00		014081		680.00
01821		Busy Beaver							
	I-1247\L	scallop for flag pole	R	8/29/2023	40.15		014082		40.15
01833		P3 Cost Analysts							
	I-19827	Visa VUIRF 08/2023	R	8/29/2023	332.43		014083		332.43
02220		Long Branch Equipment LLC							
	I-LB318	Repairs on CAT D5G Dozer	R	8/29/2023	475.00		014084		475.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 8/14/2023 THRU 9/01/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02249		CITCO Water							
	I-S100220194.001	parts for raw pumps	R	8/29/2023	2,524.67		014085		
	I-S100222916.002	couplings	R	8/29/2023	2,401.75		014085		4,926.42
02347		LEAF							
	I-15189835	1007161391-001 091123	R	8/29/2023	317.44		014086		
	I-15222916	1007161391-002	R	8/29/2023	96.74		014086		414.18
02514		Legal & Liability Risk Managem							
	I-2327737	Seminar - Coffman/George	R	8/29/2023	590.00		014087		590.00

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	117		498,830.30	0.00	498,830.30
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	6		139,272.38	0.00	139,272.38
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:	123	638,102.68	0.00	638,102.68
BANK: Pool TOTALS:	123	638,102.68	0.00	638,102.68
REPORT TOTALS:	124	650,597.68	0.00	650,597.68

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 8/14/2023 THRU 9/01/2023
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:	September 7, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1683: Reappointment of city treasurer
Recommended By:	Personnel Committee
Summary:	City Treasurer, per city code, is appointed to a two-year term in September of each odd-numbered year, with term to commence October 1. T. Judy has been recommended for reappointment by the Personnel Committee.
Fiscal Impact:	T. Judy's current salary is $56,000. The Personnel Committee recommends that T. Judy's annual salary, commencing Oct. 1, be $59,000. The other administrative officers' current salaries are as follows: • City Clerk: $58,000 • Operations Manager: $70,000 • Fire Chief: $55,000 • Police Chief: $58,000
Recommendation:	Approve Resolution 1683, appointing T. Judy to a two-year term as City Treasurer at an annual salary of $59,000.
Attachments:	1. R-1683 Appointing T. Judy as Treasurer

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1683)
September 7, 2023

Appointing a Treasurer and Confirming the Amount of Compensation

---

WHEREAS, the Charter of the City of Elkins Section 3.0l (b) states that the mayor shall nominate for service officers including the City Treasurer, to be reviewed by the Personnel Committee and with the final approval of Council; and,

WHEREAS, the Charter of the City of Elkins Section 3.07 states that council may, upon nomination by the mayor and review by the Personnel Committee, appoint an individual to serve as City Treasurer, and that the compensation for the City Treasurer shall be fixed by City Council; and,

WHEREAS, Elkins City Code §32.l 6(f) directs that Council, at its first regular meeting in September each odd year, "or as soon thereafter as practicable," elect a Treasurer for a term of two years to commence on the first of October next succeeding his or her election; and

WHEREAS, the Personnel Committee of the Elkins Common Council has recommended Tracy Judy be appointed to the position of Treasurer; and,

WHEREAS, the Finance Committee has recommended that the compensation for T. Judy be fixed at $59,000 annually effective October 1, 2023; and,

WHEREAS, §15 of the Charter of the City of Elkins provides Council with authority to set forth compensation for municipal officers; 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 or employee; and

WHEREAS, the West Virginia Constitution, §8-5-12 prohibits the salary of any public officer be increased or decreased during his term of office; and,

WHEREAS, sufficient funds are available within the Treasurer's Department account of the current fiscal year's General Fund budget;

NOW, THEREFORE, BE IT RESOLVED, THAT:
The Common Council of the City of Elkins hereby appoints Tracy Judy as Treasurer for a term expiring September 30, 2025; and,

FURTHER, that the amount of compensation shall be $59,000 dollars per annum, starting October 1, 2023.

_____
Jerry A. Marco, Mayor

Attest:

_____
Sutton R. Stokes, City Clerk

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	September 7, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1684: Employee compensation changes
Recommended By:	Administrative Officers, Personnel Committee, Finance Committee
Summary:	In response to crisis-level staffing shortages in critical functions, such as the Street Department, and difficulty retaining employees in all departments, the administrative team, in consultation with the Finance and Personnel Committees, has proposed new wage levels throughout all General and Sanitation Fund nonexempt (hourly wage) employees. This adjustment sets a new minimum city wage of $14.03 per hour and adjusts virtually all other pay levels of nonexempt employees upward in amounts seeking to balance proportionality and sustainability. No increases are recommended for any exempt (salaried) employees, including administrative officers. This increase applies only to General Fund and Sanitation Fund employees. Council has no administrative authority over water and wastewater system employees, whose compensation packages are established by the Elkins Water Board and the Elkins Sanitary Board.
Fiscal Impact:	Estimated annual cost increase is as follows: • General Fund: $183,878 • Sanitation Fund (garbage collection): $112,464
Recommendation:	Approve Resolution 1684, assigning new compensation levels and eliminating the current "step and grade" system.
Attachments:	1. R-1684 - employee compensation adjustment and elim of step and grade 2. R-1684 - ATTACHMENT Final-Proposed Hourly Increase with changes_General Fund 3. R-1684 - ATTACHMENT Final-Proposed Hourly Increase with changes_Sanitation Fund 4. Memo - compensation adjustment - 2023_08_30

CITY OF ELKINS
AGENDA ITEM REPORT

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1684)
September 7, 2023

Adjusting Compensation of General Fund and Sanitation Fund Employees and Amending Personnel Policies Concerning Employee Classification and Compensation

---

WHEREAS, the Common Council of the City of Elkins ("Council") has previously adopted a Personnel Manual, on October 21, 2010; and,

WHEREAS, the Common Council of the City of Elkins ("Council") has also previously adopted policies concerning employee classification and compensation, including a "step and grade" system, via Resolution 1145, as reflected in Section 4.H of the above referenced Personnel Manual; and,

WHEREAS, Elkins City Code § 30.02 provides Council with the power to prescribe and set forth compensation paid to officers and employees in the annual budget or through other ordinances; and,

WHEREAS, Council's Personnel Committee, meeting jointly with its Finance Committee, has recommended changes to certain employees' compensation, as shown on the attached document, which is entered as part of this record; and,

WHEREAS, Council's Personnel Committee, meeting jointly with its Finance Committee, has further recommended elimination of the "step and grade" system of compensation and classification reflected in Section 4.H of the above referenced Personnel Manual; and,

WHEREAS, Council now finds that staffing shortages in critical functions, as well as difficulty retaining existing employees under current economic conditions, warrant accepting and adopting the above recommendations as soon as possible; ***now, therefore, be it***

RESOLVED, that the Elkins Common Council hereby:

- Adopts the recommended compensation adjustments shown on the attached document, effective retroactively on September 3, 2023;
- Eliminates the "step and grade" system of compensation and classification reflected in Section 4.H of the above referenced Personnel Manual, also effective retroactively September 3, 2023;

- Directs that the city's Administrative Officers prepare and lay before Council a new classification and compensation system as soon as possible, and
- Directs that, until such time as a new classification and compensation system can be implemented, compensation for any new hires will be established based upon the consensus of the city's Administrative Officers, with due regard to fairness and consistency with the compensation levels hereby established.

_____
Jerry A. Marco, Mayor

Attest:

_____
Sutton R. Stokes, City Clerk

Employee ID	Hrly Wage	Staggered Increases	Percent Increase	Hourly Increase
Street Worker II	10.39	14.03	35%	3.64
Street Worker II	10.39	14.03		3.64
Street Worker II	10.39	14.03		3.64
Parking Enforcement	10.39	14.03		3.64
420	11.16	14.06	26%	2.90
392	11.60	14.62		3.02
438	11.60	14.62		3.02
419	11.83	14.62		2.79
441	12.52	15.15	21%	2.63
452	13.14	15.18	15.5%	2.04
436	13.25	15.30		2.05
464	13.27	15.33		2.06
102	13.69	15.81		2.12
287	14.07	15.90	13%	1.83
359	14.09	15.92		1.83
58	14.25	16.10		1.85
333	14.49	16.37		1.88
49	14.64	16.54		1.90
460	14.91	16.85		1.94
161	15.52	16.61	7%	1.09
374	15.54	16.63		1.09
2	16.17	16.82	4%	0.65
40	16.47	17.13		0.66
Probationary Patrolman	17.51	18.21		0.70
Probationary Patrolman	17.51	18.21		0.70
131	17.81	18.52		0.71
Patrolman	19.07	19.83		0.76
407	19.26	20.03		0.77
356	19.45	20.23		0.78
336	19.45	20.23		0.78
165	19.84	20.63		0.79
28	20.01	20.61	3.0%	0.60
30	20.01	20.61		0.60
10	20.62	21.24		0.62
323	21.03	21.66		0.63
98	21.03	21.66		0.63
478	22.30	22.30	New Hire	0.00
313	22.30	22.97		0.67
68	22.30	22.97		0.67
97	23.63	24.34		0.71
54	25.31	26.07		0.76
		Hourly Increase		132,632
		Projected OT		25,000
		FICA/Retirement		26,246
		Projected Total Increase		**183,878**

Employee ID	Hrly Wage	Staggered Increases	Percent Increase	Hrly Increase
462	10.71	14.46	35%	3.75
466	10.71	14.46		3.75
405	10.71	14.46		3.75
5	12.81	14.86	16%	2.05
130	12.81	14.86		2.05
451	12.90	14.96		2.06
450	13.16	15.13	15%	1.97
381	14.83	15.72	6%	0.89
153	15.67	15.67	0%	0.00
150	18.53	19.27	4%	0.74
15	20.21	20.82	3%	0.61

Hourly Increase	44,970
Projected OT	14,993
FICA/Retirement	52,502
Projected Total Increase	112,464

Memo

To: Finance and Personnel Committee

From: Administrative Officers

Date: August 30, 2023

Re: Proposed compensation adjustment for nonexempt employees

In response to crisis-level staffing shortages in critical functions, such as the Street Department, and difficulty retaining employees in all departments, the administrative team has proposed new wage levels throughout all General and Sanitation Fund nonexempt (hourly wage) employees.

This adjustment sets a new minimum city wage of $14.03 per hour and adjusts virtually all other pay levels of nonexempt employees upward in amounts seeking to balance proportionality and sustainability. No increases are recommended for any exempt (salaried) employees, including administrative officers.

The administrative team recommends that your committees recommend the following to city council, as soon as possible.

- Adopt the proposed wage levels shown on the City Treasurer's presentation
- Eliminate the city's current step and grade system, with a goal of standing up a new compensation system as soon as possible
- Require that any new hires prior to the creation of a new compensation system be reviewed and approved by consensus among the city's administrative officers

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CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	September 7, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1685: Policies and agreements related to EPD hiring incentives
Recommended By:	Police Chief, City Attorney
Summary:	This resolution would clarify the hiring incentives policy previously adopted via Resolution 1682 and implement legal agreements for reimbursement of incentives under certain circumstances.
Fiscal Impact:	Chief Bennett reports that, if certified officers are hired as a result of the incentive program, the cost of the incentives will be outweighed by savings in overtime costs due to vacant positions.
Recommendation:	Approve Resolution 1685.
Attachments:	1. R-1685 - policies and agreements implementing police department hiring incentives 2. R-1685 - ATTACHMENT updated EPD hiring incentives - 2023_09_07 3. R-1685 - ATTACHMENT Final_ City of Elkins Police Department CERTIFIED OFFICERS Recruitment and Retention Incentive Program v2. MW 4. R-1685 - ATTACHMENT Final_ City of Elkins Police Department UNCERTIFIED OFFICERS Recruitment and Retention Incentive Program v2

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1685)
September 7, 2023

Establishing Incentives for Hiring and Retaining Officers in the Elkins Police Department

---

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

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

WHEREAS, Council has determined, as a matter of essential public policy, the necessity of establishing and implementing incentives for the recruitment of new officers and to facilitate the reinstatement of officers qualifying therefor; and,

WHEREAS, Council has previously adopted, via Resolution 1682, a Hiring Incentives Program for Certified, Uncertified, and reinstated Police Officers; and,

WHEREAS, through this program, the City would tender incentive payments to certified and uncertified newly hired police officers at certain times and under the condition that such payments must be repaid under certain circumstances; and,

WHEREAS, the attached updated EPD Hiring Incentives Program further clarifies the version adopted under Resolution 1682; and

WHEREAS, the attached Agreements, which have been reviewed by the City Attorney, lay out terms and conditions, including those applying to reimbursement of the City, for administration of the EPD Hiring Incentives Program;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby approves the attached updated EPD Hiring Incentives Program and related Agreements and orders use of the Agreements whenever the hiring incentives provided for in the EPD Hiring Incentives Program are provided.

_____
Jerry A. Marco, Mayor

Attest:

_____
Sutton R. Stokes, City Clerk

EPD Hiring Incentives Program
Presented to council September 7, 2023

WV Certified Officers

$15,000 incentive paid on hiring. Additional $5,000 incentive paid after two years of satisfactory service. Officer must be currently certified as a law enforcement officer in West Virginia. Officer must not have been terminated from a law enforcement agency or be under investigation.

Incentive(s) obligate the recipients as follows:

- $15,000 incentive must be repaid if the officer resigns within two years of hire date. Repayment of this $15,000 must be complete no later than two years after the effective date of resignation.
- $5,000 incentive must be repaid if the officer resigns within one year after receipt. Repayment of this $5,000 must be complete no later than two years after the effective date of resignation.

Uncertified Officers

$3000 incentive paid upon receiving WV Law Enforcement Officer certification after successful completion of the academy. Additional $1,500 incentive paid after two years of satisfactory service.

Incentive obligates the recipient as follows:

- $3,000 incentive must be repaid if the officer resigns within two years of hire date. Repayment of this $3,000 must be complete no later than two years after the effective date of resignation.
- $1,500 incentive must be repaid if the officer resigns within one year after receipt. Repayment of this $1,500 must be complete no later than two years after the effective date of resignation.

Reinstated Officers

If a former EPD officer qualifies for reinstatement to the department but is under contractual obligations similar to the above (i.e., required to repay another department's hiring incentive), City of Elkins will remit directly to the other department either the full amount of the required repayment or $3,000, whichever is less. The reinstated officer must have been separated from the Elkins Police Department for a period of at least 90 days and otherwise comply with civil service requirements for reinstatement. Officers being reinstated to the Elkins Police Department are not eligible for the incentives provided for either WV Certified Officers or Uncertified Officers described above.

City of Elkins Police Department Hiring Incentives Program for WV Certified Officers

This Agreement is made between the CITY OF ELKINS ("the City") and ("the Employee").

WHEREAS the Employee begins employment for the City of Elkins as a Probationary Police Officer and possess a police officer certification accepted fully by the West Virginia Law Enforcement Professional Standards Program (LEPS). Officer must be currently certified as a law enforcement officer in West Virginia. Officer must not have been terminated from a law enforcement agency or be under investigation.

WHEREAS the City of Elkins wishes to pay to the Employee a recruitment and retention incentive of a monetary sum as for the Employee to accept employment at the City and remain satisfactorily employed with the City of Elkins Policy Department for at least two (2) full years;

WHEREFORE, the City and the Employee agree to the following terms.

1. Employee Payment Schedule. The City, agrees to pay the Employee a total of $20,000 in accordance with the schedule detailed below:

Payment Amount	Payment Date
$15,000	First regularly scheduled payroll as a full-time employee.
$5,000	After 2 (two years) of satisfactory service.

2. Reporting of payments. The City will apply all required federal, state, and other applicable deductions and will report all payments made under this Agreement as required by federal and state laws. Such deductions will be reported to the Internal Revenue Service as income on the Employee's Form W-2.

3. Employee Repayment Terms. In return for accepting the recruitment and retention incentive of a monetary sum, as provided above, the Employee agrees to work for the Elkins Police Department, on a regular and full-time basis for a period of at least two (2) consecutive years. Should the Employee fail to complete an entire year of work for the Elkins Police Department to its sole satisfaction, the Employee shall not receive the next regularly scheduled payment in accordance with the schedule in paragraph 1 and incentive must be repaid if the police officer resigns or is separated from duty within two years of hire date. Repayment of this $15,000 must be complete no later than two years after the effective date of resignation. The $5,000 incentive after 2 (two consecutive years) of satisfactory service must be repaid if the officer resigns or is separated from duty within 1 (one) year after receipt. Repayment of the $5,000 must be complete no later than two years after the effective date of resignation.

4. Gap of employment/ Leave of Absence. In the event the Employee is unable or unwilling to work or is placed on a leave of absence at any time during the period that this agreement is effective, any payments owed or due to Employee shall be delayed the same amount of time as the Employee remains off work. For purposes of this section, any period of time in excess of 10 consecutive days that the Employee does not work during the time period of this Agreement shall delay the incentive of the monetary sum owed to Employee by this Agreement. (Example: if an employee is injured during his/ her 10th month of employment and is placed off work for three months, the bonus installment payable after the 18th month of service will be delayed another three months).

5. Reinstated Elkins Police Department Officers. The City of Elkins will pay for qualified reinstated Elkins Police Officers who are eligible to return to pay any contractual obligation costs incurred which is still owed to another Department of Police as another hiring incentive. The city will remit costs directly to the other Law Enforcement Agency either the full amount of the required repayment or $3,000, whichever is less. The reinstated officer must have been separated from the Elkins Police Department for a period of at least 90 days and otherwise comply with civil service requirement for reinstatement. Reinstated Elkins Police Officers are not eligible for the retention incentive of the monetary sum paid directly to them.

6. Entire Agreement. This writing constitutes the entire agreement between the parties hereto and supersedes any prior understanding or agreements among them respecting the subject matter. There are no extraneous representations, arrangements, undertakings, or agreements, oral or written, among the parties hereto, except those fully expressed herein.

7. Amendments. No amendments, changes, alterations, modifications, additions or qualifications to the terms of this Agreement shall be made or binding unless made in writing and signed by all the parties hereto.

8. Legal Proceedings. In the event legal proceedings are utilized to enforce the provisions of this Agreement, the City shall be entitled to payment of all reasonable attorneys' fees and court costs.

BY SIGNING BELOW, the Employee agrees to the terms and conditions set forth in this agreement and understands that payment of the recruitment and retention incentive is at the sole discretion of the City of Elkins.

Employee's Printed Name _____

Employee's Signature _____ Date _____

==========

STATE OF WEST VIRGINIA
COUNTY OF RANDOLPH, TO-WIT:

The foregoing instrument was acknowledged before me on_____, 20 , by_____of the CITY OF ELKINS, a West Virginia municipal corporation, for and on behalf of the City of Elkins.

My Commission Expires: _____

_____
Notary Public

CITY OF ELKINS,
a West Virginia municipal corporation

_____
Jerry A Marco, Mayor
Date _____

==========

STATE OF WEST VIRGINIA
COUNTY OF RANDOLPH, TO-WIT:

The foregoing instrument was acknowledged before me on_____, 20 , by_____of the CITY OF ELKINS, a West Virginia municipal corporation, for and on behalf of the City of Elkins.

My Commission Expires: _____

_____
Notary Public

City of Elkins Police Department Hiring Incentives Program for WV Uncertified Officers

This Agreement is made between the CITY OF ELKINS ("the City") and ("the Employee").

WHEREAS the Employee begins employment for the City of Elkins as a Probationary Police Officer and becomes certified at a WV Law Enforcement Officer academy.

WHEREAS the City of Elkins wishes to pay the Employee a recruitment and retention incentive of a monetary sum after successful completion of the Academy which is accredited by the West Virginia Law Enforcement Professional Standards Program (LEPS). The Employee must accept employment at the City and remain satisfactorily employed with the City of Elkins Policy Department for at least two (2) full years;

WHEREFORE, the City and the Employee agree to the following terms.

1. Employee Payment Schedule. The City, agrees to pay the Employee a total of $4,500 in accordance with the schedule detailed below:

Payment Amount	Payment Date
$3,000	First regularly scheduled payroll after receiving WV Law Enforcement Officer certification.
$1,500	After 2 (two years) of satisfactory service.

2. Reporting of payments. The City will apply all required federal, state, and other applicable deductions and will report all payments made under this Agreement as required by federal and state laws. Such deductions will be reported to the Internal Revenue Service as income on the Employee's Form W-2.

3. Employee Repayment Terms. In return for accepting the recruitment and retention incentive of a monetary sum, as provided above, the Employee agrees to work for the Elkins Police Department, on a regular and full-time basis for a period of at least two (2) consecutive years. Should the Employee fail to complete an entire year of work for the Elkins Police Department to its sole satisfaction, the Employee shall not receive the next regularly scheduled payment in accordance with the schedule in paragraph 1 and incentive must be repaid if the police officer resigns or is separated from duty within two years of hire date. Repayment of this $3,000 must be complete no later than two years after the effective date of resignation. The $1,500 incentive after 2 (two consecutive years) of satisfactory service must be repaid if the officer resigns or is separated

from duty within 1 (one) year after receipt. Repayment of the $1,500 must be complete no later than two years after the effective date of resignation.

4. Gap of employment/ Leave of Absence. In the event the Employee is unable or unwilling to work or is placed on a leave of absence at any time during the period that this agreement is effective, any payments owed or due to Employee shall be delayed the same amount of time as the Employee remains off work. For purposes of this section, any period of time in excess of 10 consecutive days that the Employee does not work during the time period of this Agreement shall delay the incentive of the monetary sum owed to Employee by this Agreement. (Example: if an employee is injured during his/ her 10th month of employment and is placed off work for three months, the bonus installment payable after the 18th month of service will be delayed another three months).

5. Entire Agreement. This writing constitutes the entire agreement between the parties hereto and supersedes any prior understanding or agreements among them respecting the subject matter. There are no extraneous representations, arrangements, undertakings, or agreements, oral or written, among the parties hereto, except those fully expressed herein.

6. Amendments. No amendments, changes, alterations, modifications, additions or qualifications to the terms of this Agreement shall be made or binding unless made in writing and signed by all the parties hereto.

7. Legal Proceedings. In the event legal proceedings are utilized to enforce the provisions of this Agreement, the City shall be entitled to payment of all reasonable attorneys' fees and court costs.

BY SIGNING BELOW, the Employee agrees to the terms and conditions set forth in this agreement and understands that payment of the recruitment and retention incentive is at the sole discretion of the City of Elkins.

Employee's Printed Name _____

Employee's Signature _____ Date _____

==========

STATE OF WEST VIRGINIA
COUNTY OF RANDOLPH, TO-WIT:

The foregoing instrument was acknowledged before me on_____, 20 , by_____of the CITY OF ELKINS, a West Virginia municipal corporation, for and on behalf of the City of Elkins.

My Commission Expires: _____

_____
Notary Public

CITY OF ELKINS,
a West Virginia municipal corporation

_____
Jerry A Marco, Mayor Date_____

==========

STATE OF WEST VIRGINIA
COUNTY OF RANDOLPH, TO-WIT:

The foregoing instrument was acknowledged before me on_____, 20 , by_____of the CITY OF ELKINS, a West Virginia municipal corporation, for and on behalf of the City of Elkins.

My Commission Expires: _____

_____
Notary Public

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	September 7, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Resolution 1686: Proposal for repair or replacement of gym roof at Phil Gainer Community Center
Recommended By:	Chris Lee, Manager of Phil Gainer Community Center
Summary:	This resolution will be generated after the Sept. 7 12 p.m. special Finance Committee meeting and will be distributed in paper form at Thursday's council meeting.
Fiscal Impact:	
Recommendation:	
Attachments:	None

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	September 7, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	City hall HVAC project funding
Recommended By:	City Treasurer
Summary:	Council previously authorized borrowing up to $750,000 for this project from Truist, via Resolution 1669 (attached). After recent consultation with the architect for this project, the City Treasurer has provided the following information. Council previously dedicated $450,000 in ARPA funds for improvements to City Hall. To date, the following expenditures have been made from this pot of $450,000: • Architect: $49,000 for HVAC design work on 1/25/23. • Architect: $9,600 for generator bid documents on 4/29/22. • Cira & Associates: $585 asbestos testing. • Master Service: $25,740 for generator work on 4/11/23. Generator installation is not yet complete. According to the architect, the overall city hall HVAC project may cost about $1,250,000. (This will depend on bids.) To fund this amount, the City Treasurer recommends: • Minimum of $250,000 from Financial Stabilization account. • Balance of unused $450,000 city hall ARPA funds. Finance remaining needed amount, keeping in mind the following: • If we borrow $600,000, then our annual payments for 15 years are estimated to be $55,500. • If we borrow $700,000, then our annual payments for 15 years are estimated to be $64,700.

CITY OF ELKINS
AGENDA ITEM REPORT

	• We do have the option of going to a 20-year term but this is not recommended.
Fiscal Impact:	See summary for fiscal information, with final impact TBD.
Recommendation:	Authorize use of at least $250,000 from Financial Stabilization account for city hall HVAC project.
Attachments:	1. R-1669 Accepting Proposal for Financing Agreement between Truist Financial Corporation (Truist) and City

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1669)
June 15, 2023

Accepting Proposal for Financing Agreement between Truist Financial Corporation ("Truist") and the City of Elkins ("City) for the HVAC Project ("Project") for City Hall

WHEREAS, for several years the Common Council has been pursuing the upgrade of the HVAC system for the City Hall to provide a more efficient central system for City Hall; and

WHEREAS, the City has a design plan provided by Van Nostrand Architects, PLLC for the Project that will be put out for bid for the construction of the Project in compliance with City Code provisions; and

WHEREAS, the Project will require financing and the Treasurer has received a proposal from Truist (see attached Exhibit) with an expiration date of June 30, 2023; and

WHEREAS, it has been determined that part of the payment for the costs of the Project will be financed up to the amount of $750,000.00 with the remainder to be paid for from the City's other revenue funds and

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The City hereby determines to finance the Project through Truist up to the amount of $750,000.00 with the final terms of the financing to be as proposed in the Exhibit and in compliance with West Virginia State Code for financing of the Project.

2. The Treasurer is hereby authorized and directed to inform Truist of this Resolution and to approve the final financing documents upon the review by the City Attorney.

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk

TRUIST

Truist Financial Corporation

Governmental Finance

5130 Parkway Plaza Blvd.
Charlotte, North Carolina 28217
Phone (704) 954-1700

April 19, 2023

Tracy Judy
Treasurer
City of Elkins, WV
401 DAVIS AVE RM 102
ELKINS, West Virginia
262413899

Dear Ms. Judy:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the City of Elkins, WV ("Borrower").

PROJECT:	HVAC Project for City Hall
AMOUNT:	Up to $1,100,000.00
TERM:	a. 15 years b. 20 years
INTEREST RATE:	a. 4.59 % b. 4.65 %
TAX STATUS:	Tax Exempt, Bank Qualified
PAYMENTS:	Interest: Monthly Principal: Monthly
INTEREST RATE CALCULATION:	30/360
SECURITY:	HVAC system being financed with the proceeds
PREPAYMENT TERMS:	Prepayable in whole at any time with a one percent prepayment penalty. As an alternate redemption provision, the Borrower may elect for the transaction to be non-callable for the first half of the term and callable at par thereafter.
RATE EXPIRATION:	June 30, 2023
FUNDING:	Proceeds will be deposited into an account held at Lender pending disbursement unless equipment is delivered prior to closing.

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	September 7, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Smoker Friendly request for endorsement of ABCA floorplan-extension application
Recommended By:	City Clerk
Summary:	Smoker Friendly proposes to offer beer sales in a tent in the business's parking during the Mountain State Forest Festival, as follows: • Friday, Oct. 6: 12pm-10pm • Saturday, Oct. 7: 12pm-10pm This requires a "floor-plan" extension from West Virginia Alcoholic Beverage Control Administration. As part of the application to ABCA for a floor-plan extension, a letter is needed indicating that the city is endorsing this event.
Fiscal Impact:	None
Recommendation:	Authorize the city clerk to sign a letter endorsing this request.
Attachments:	1. ABCA App_MSFF_Smoker Friendly_2023_request

To the City of Elkins and the City Council,

I am Lynsi Taylor, the Store Manager of Smoker Friendly #23 located at 317 Randolph Ave in Elkins, WV. I speak for my Company and am asking if we can, again this year, set up our Beer tent in our parking lot during the Forest Festival. We would operate it with our staff and staff from our other Smoker Friendly store locations. The hours would be Friday and Saturday October 6th and 7th from noon until 10:00 pm. We will be serving draft beers and requiring ID checks of customers during the event. Attached is a basic lay out as we had it set up during the last Forest Festival event.

We appreciate your consideration and enjoy being a part of this city's great events. You can contact me at the store phone number 304-637-5966 and my cell phone number is 304-685-6256.

Thank You,

Lynsi Taylor
Store Manager
Smoker Friendly #23
317 Randolph Ave
Elkins WV. 26241
Ph: 304-637-5966
Fax: 304-637-5969
Store23@smokerfriendlywv.com
www.smokerfriendlywv.com

Smoker Friendly #23
317 Elkins Ave.

West Virginia Alcohol Beverage Control Administration

Floor Plan

License period: _____ - _____

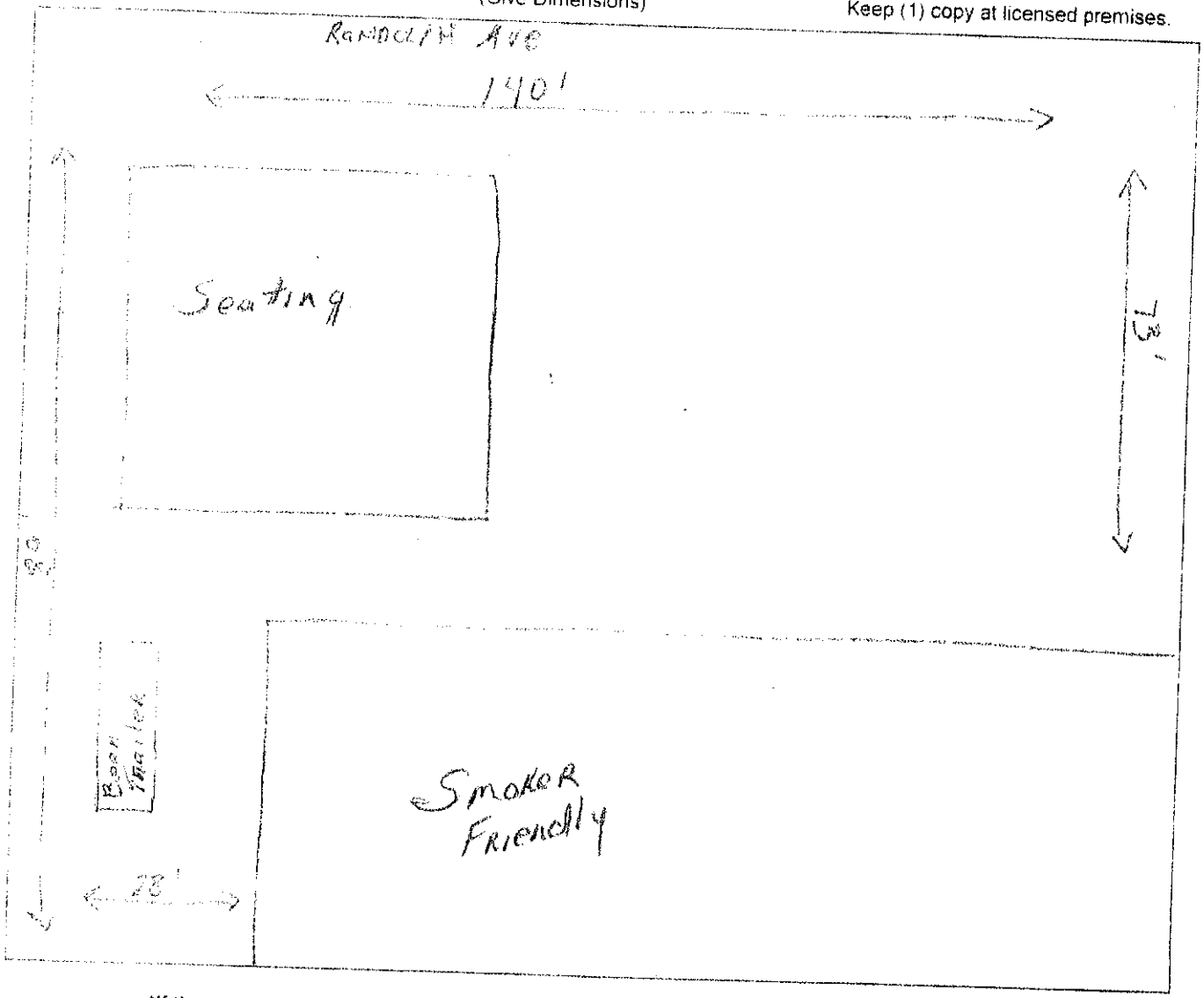
Applicant Entity Name: _____

Doing Business As (DBA) Name: _____

County: _____

Floor plan **must** include **all areas under the control or lease of the applicant** where alcohol is to be stored, sold or consumed. All areas under control or lease of the licensee must be licensed.

Submit (1) copy to ABCA (Give Dimensions) Keep (1) copy at licensed premises.



*If there are attached drawings please check: _____ (additional drawings must be signed).
*Complete information on reverse side of form.

ABCA-Lic FP 3

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	September 7, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Beander's request for endorsement of ABCA floorplan-extension application
Recommended By:	
Summary:	Beander's proposes to offer beer sales in a tent in the adjacent alley during the Mountain State Forest Festival, as follows: • Thursday, Oct. 5: 11am-12am • Friday, Oct. 6: 11am-12am • Saturday, Oct. 7: 10am-12am Beander's has separately been granted an Event Request to close this alley on these dates/time. This requires a "floor-plan" extension from West Virginia Alcoholic Beverage Control Administration. As part of the application to ABCA for a floor-plan extension, a letter is needed indicating that the city is endorsing this event.
Fiscal Impact:	None
Recommendation:	Authorize the city clerk to sign the requested endorsement letter.
Attachments:	1. MSFF_ABC app Beanders_alley 2023

30 August 2023

Elkins City Council,

As in past years, Beanders is requesting use of the Alley next to our building for the purpose of extra space for the Forest Festival. 110 ft of tents to be set Wednesday Oct 4 in the Alley along with our food concession stand & tables & chairs for extra seating for our customers. Live music Thurs- Sat (ending at midnight Fri & Saturday). This will be our 27th year doing the Alley. Appreciate council for allowing us to.

Regards

Andrea & Kniffen

(8) The "Nonintoxicating Beer Floor Plan Extension " area must be cordoned off by some type of temporary fencing or barrier. The fencing must be approved by the ABCA. The fencing must impede ingress and egress of the patrons and any persons outside of the "Nonintoxicating Beer Floor Plan Extension " area.

(9) The "Nonintoxicating Beer Floor Plan Extension" may not in any way detrimentally affect the peace or quietude of the surrounding community or resident.

(10) Distributors may provide beer delivery trucks for additional stock of nonintoxicating beer. Nonintoxicating beer may not be sold out of the delivery truck. The delivery truck is only to be used for cold storage. All sales must be made within the licensed establishment or "Nonintoxicating Beer Floor Plan Extension" area. Beer Distributors' delivery trucks must be parked in an area where deliveries normally would be made and may not be used as an advertisement or promotional piece. Draft trucks may not be used for "Nonintoxicating Beer Floor Plan Extensions".

(11) Any violations of WV State Code or Legislative Rules may result in sanctions, including but not limited to: monetary penalties, suspension, the revocation of the "Nonintoxicating Beer Floor Plan Extension " and/or may result in the denial of any future request s.

(12) All activities held within the "Nonintoxicating Beer Floor Plan Extension" must cease at midnight. Any municipal ordinance requiring the cessation of noise or activities prior to midnight must be observed.

NOTE: The ABCA will conduct an independent investigation of the licensee submitting a "Nonintoxicating Beer Floor Plan Extension". The prior history of operations and/or any violations will be considered in addition to this request. Further, the "Nonintoxicating Beer Floor Plan Extension" is a privilege and as such the ABCA will determine if licensees warrant this privilege.

Mail Completed Application To:

West Virginia Alcohol Beverage Control Administration
Attn: Licensing Department
900 Pennsylvania Avenue, 4th Floor
Charleston, WV 25302

WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION

INSTRUCTIONS FOR COMPLETING NONINTOXICATING BEER FLOOR PLAN EXTENSION

Please read all instructions carefully.

INSTRUCTIONS

Nonintoxicating Beer Floor Plan Extension Requirements:

(1) All requests for a "Nonintoxicating Beer Floor Plan Extension" must be made on the ABCA form (ABCA192FP.EXT).

(2) A license fee of $100.00 must accompany your "Nonintoxicating Beer Floor Plan Extension" application, "Nonintoxicating Beer Floor Plan Extension" fees are $100.00 for each day of the event. License fees must be paid by Certified Check, Cashier's Check or Money Order. Personal checks, business checks or cash **will not** be accepted. Make checks payable to the WVABCA.

(3) Licensees must fill out a detailed floor plan on the "Nonintoxicating Beer Floor Plan Extension" form (ABCA-192FP.EXT) including: descriptions, measurements, promotional area and any other pertinent information.

(4) Licensees must provide a detailed description of additional staff/security that will be responsible for the patrons in the "Nonintoxicating Beer Floor Plan Extension" area.

(5) Licensees shall obtain a letter of endorsement on official letterhead for the "Nonintoxicating Beer Floor Plan Extension " from one of the following:

(a) If held outside of a municipality, the letter must be signed by at least one County Commissioner.

(b) If held within a municipality, the letter must be signed by the Mayor, City Manager or the Mayor's designee.

NOTE: If the Municipality has an "open container ordinance" it must indicate in the endorsement letter that the ordinance has been waived in the "Nonintoxicating Beer Floor Plan Extension" area.

(6) Nonintoxicating beer, nonintoxicating craft beer and flavored malt beverages are the only beverages containing alcohol that may be served in the " Nonintoxicating Beer Floor Plan Extension" area. **No liquor or wine may be sold, served or consumed in the area.**

(7) Patrons may not carry nonintoxicating beer, nonintoxicating craft beer or non-alcoholic drinks off the licensed premises or the "Nonintoxicating Beer Floor Plan Extension" area.

ABCA-192 FP.EXT. (April 26, 2019)

WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION

NONINTOXICATING FLOOR PLAN EXTENSION ON-PREMISE

County: Randolph WVABCA License Number: 42-A-212-~~00446~~ 004639

☐ 3 # of days for Nonintoxicating Floor Plan Extension * Fee: $100.00 per Day	☐ Dates and Times Music Ends 10/5 (date) Start 11 am End 12 pm (times) 10/6 (date) Start 11 am End 12 pm (times) 10/7 (date) Start 10 am End 12 pm (times) ____(date) Start ____ End ____(times) ____(date) Start ____ End ____(times) ____(date) Start ____ End ____(times) ____(date) Start ____ End ____(times)

Name of Establishment (DBA): Beanders

Phone No: 304-636-6000 Licensee's or Managers Name: Andrea Kniffen

(1) Name of Event: Mountain State Forest Festival

(2) Distance to nearest residence: 120 ft Distance to nearest church: 500 ft

Distance to nearest school: 1 mile Distance to nearest government building: 180 ft

(3) Please provide details and information regarding the event (purpose, entertainment, etc.)
additional seating, food concession, evening music
Forest Festival is in downtown elkins & we are right in the middle of it.

(4) List complete information in the form of a diagram (on the second page), giving measured dimensions of the proposed area for the extension and a description of how the area is to be designated as a containment area (fenced or bound area) for patrons of the establishment. Please provide detailed information regarding the designated area and connection to the currently licensed premises.

(5) County and Municipal Endorsement/Consent:

Licensees must obtain a letter of endorsement on official letterhead for the "Nonintoxicating Floor Plan Extension" from the following:

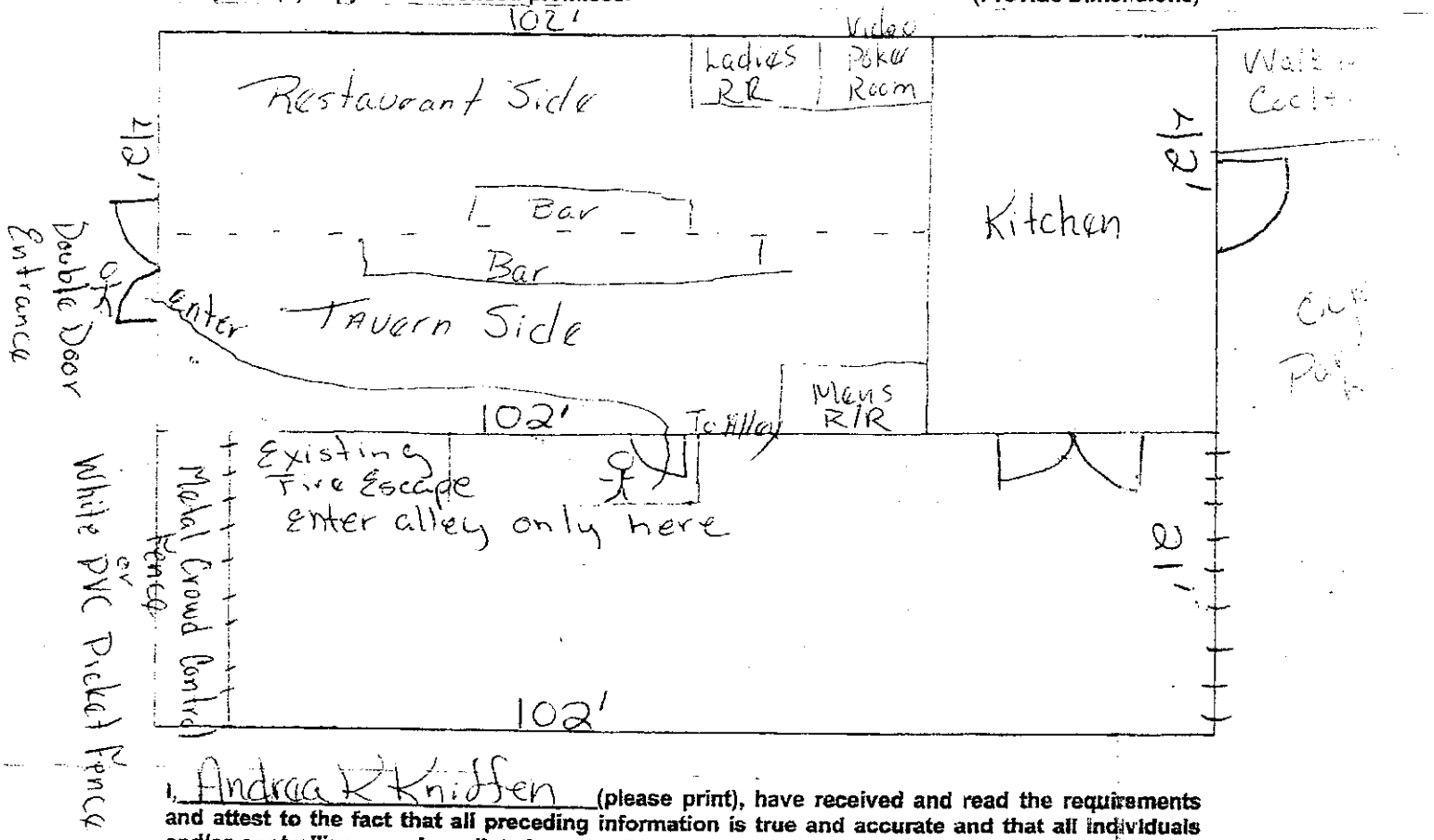
a) If held outside of a municipality, the letter must come from the County Commission.
b) If held within a municipality the letter must be signed by the Mayor, City Manager or Mayor's designee.

Letters must accompany the application.

NONINTOXICATING BEER FLOOR PLAN EXTENSION

Floor plan extension must show the exact area and measurements of the "Nonintoxicating Beer Floor Plan Extension" area in relationship to the licensed establishment.

Keep one (1) copy at the licensed premises. **(Provide Dimensions)**



I, Andrea K Kniffen (please print), have received and read the requirements and attest to the fact that all preceding information is true and accurate and that all individuals and/or controlling members listed on the license are aware of the Request for Nonintoxicating Beer Floor Plan.

Signature: _____ Date _____

Title: Owner

MAIL COMPLETED FORM TO:

West Virginia Alcohol Beverage Control Administration
ATTN: Licensing Department
~~322 70th Street, SE~~
~~Charleston, WV 25304-2900~~
900 Pennsylvania Ave.
Charleston, WV 25302

ABCA-192FP.EXT