City of Elkins

Regular Council Meeting

November 16, 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 November 2, 2023
5. **Correspondence and Notifications**
   a. Update on response to FY 2025 increase in PEIA premiums
   b. Building permits
6. **Committee Reports**
7. **Staff reports**
   a. Treasurer's report
8. **Approval of vendor invoice payments**

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

Vendor invoices presented for approval: October 30-November 10, 2023

9. **New business**
   a. Proposal to close city hall at noon on the Fridays before Christmas and New Year's
   b. Ordinance 317: An Ordinance Of The Common Council Of Elkins, West Virginia Amending Sections Of City Code, Chapter 152, Zoning Regarding the Zoning of Unzoned Parcels (first of two readings)
   c. Resolution 1697: Accepting the terms of a proposal to transfer the Darden House to Woodlands Development & Lending
   d. Resolution 1698: Accepting the terms of and authorizing an execution with WENS for a mass notification system
   e. Resolution 1699: Accepting the terms of and authorizing an execution with Docusign for e-signature and document management software

f. Resolution 1700: Authorizing the Creation of Fund #026 – Opioid Settlement Funds, and the Opening of a Bank Account for the Purpose of Administering the Fund

g. Resolution 1701: FY 2024 budget revisions in the Fire Department Fund and the Sanitation Fund

h. Resolution 1702: Approving FY 2024 General Fund state budget revision #3

i. Resolution 1703: Ratification of Second Industrial Access Road program agreement between West Virginia Division of Highways, Randolph County Development Authority, and City of Elkins for road work related to the RCDA's industrial park expansion

j. Changes to downtown sound system policy

10. Mayor’s comments

11. Adjournment

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	November 16, 2023
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of November 2, 2023
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. city council - 2023_11_02 - minutes_proposed

ELKINS COMMON COUNCIL
REGULAR COUNCIL MEETING
MINUTES

401 Davis Avenue
Council Chamber, 2nd Floor
November 2, 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, D.C. Parker, E. L. Plishka, L.S. Severino, and C.H. Thompson; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Chief T. Bennett; Operations Manager M. Kesecker; City Attorney G. S. Roberts; and City Clerk S.R. Stokes (recording secretary).

C.C. Lowther was absent.

PUBLIC HEARING AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKINS, WEST VIRGINIA, AMENDING THE CITY CHARTER, SECTION 3.04(B) "HOLDING OTHER OFFICE" BY ELIMINATING SAID SECTION

Patrick Varchetto, 237 Sylvester Drive, spoke against the proposed charter change.

MINUTES

Chenoweth **MOVED APPROVAL OF THE MINUTES OF THE MEETING OF OCT. 19, 2023.** The motion carried.

APPROVAL OF VENDOR INVOICE PAYMENTS

Carroll **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 October 16-27, 2023.

NEW BUSINESS

The proposed ordinance amending the city charter was not moved and no action was taken on this item.

Hinchman **MOVED APPROVAL OF RESOLUTION 1690: AUTHORIZING ACCEPTANCE OF U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AWARD FOR LAW ENFORCEMENT TECHNOLOGY UPGRADES.** Parker moved that council enter executive

session under the security exemption for this agenda item. The motion to enter executive session carried. The executive session began at 7:59 p.m. and ended at 8:25 p.m. The mayor announced that no decisions were made and no actions were taken. The motion to approve Resolution 1690 carried.

Carroll **MOVED APPROVAL OF RESOLUTION 1694: AUTHORIZING CONDITIONS OF LEASE & ADDENDUM AND MAINTENANCE AGREEMENT BETWEEN HART OFFICE SOLUTIONS AND THE CITY OF ELKINS (OPERATIONS DEPARTMENT).** The motion carried.

Chenoweth **MOVED APPROVAL OF RESOLUTION 1695: MAKING REAPPOINTMENTS TO VARIOUS CITY BOARDS AND COMMISSIONS.** The motion carried.

Bross-Fregonara **MOVED APPROVAL OF RESOLUTION 1696: APPOINTING M. WASHINGTON AS PEIA BENEFITS COORDINATOR AND WEB CONTRIBUTIONS COORDINATOR, AND CONFIRMING W. WILLIAMS IN THE SAME ROLES.** The motion carried.

Chenoweth **MOVED ADJOURNMENT.** The motion carried.

The meeting was adjourned at 8:31 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:	November 16, 2023
Section:	Correspondence and Notifications
Category:	Presentation
Agenda Item Name:	Update on response to FY 2025 increase in PEIA premiums
Recommended By:	Human Resources
Summary:	The attached memo provides an update about research into possible responses to the increase in FY 2025 PEIA premiums.
Fiscal Impact:	The proposed plan avoids about $100,000 in new costs and enables the city to further increase the take-home pay of employees who are PEIA members by eliminating employee premium contributions for FY 2025.
Recommendation:	For information only
Attachments:	1. Plan C preliminary memo - 2023_11_15

Update on Response to FY 2025 PEIA Increase

Full-time city employees are eligible for PEIA health insurance. Under current cost-sharing, the city pays about 93 percent of the PEIA premium for each employee; employees pay the rest.

PEIA costs will rise 13 percent in the plan year starting July 1, 2024 (FY 2025), followed by projected increases of 9 percent, 13.5 percent, and 11 percent in the following three years. If the city makes no changes, both the city and employees will incur significantly higher costs starting July 1.

This memo (1) explains the costs of continuing without making any changes and (2) presents an alternative plan with the potential to save money for the city and eliminate all premium and deductible costs currently paid by employees (effectively increasing take-home pay for employees in PEIA).

Current cost of PEIA (FY 2024):

- Annual cost to General Fund and enterprise funds: $827,400
- Annual cost to individual employees: Varies; Plan A single: $763; Plan A family: $1,862

Projected cost of PEIA under current cost-sharing arrangement after 13 percent increase (FY 2025):

- Annual city cost: $935,000 (i.e., increase of more than $100,000)
- Annual employee cost: Would vary; Plan A single: $862; Plan A family: $2,104

Shifting to PEIA Plan C could save money for both the city and its employees. (The city would have to offer all PEIA plans but could incentivize employees to shift by only offering to cover Plan C premiums.)

Plan C has a significantly lower premium cost but a much higher deductible than other PEIA plans. Once the higher deductible is met, most medical services would incur similar coinsurance (i.e., payment) requirements under Plan C as under Plan A.

Organizations offering high-deductible health insurance plans can subsidize employee deductible costs by depositing funds into employee Health Savings Accounts (HSAs). HSAs also enable employees to make additional pre-tax contributions, which can be used for any qualifying medical, dental, and vision expenses; unused funds carry over to the next plan year.

The substantially lower premium cost of PEIA Plan C presents the city with an opportunity. Because of the low Plan C premiums, the city could avoid significant increase over FY 2024 plan costs *and* offer the following to employees for FY 2025:

- Cover 100 percent of premium costs (i.e., no employee contribution needed)
- Contribute 100 percent of the high deductible to employee HSAs

Pending release of FY 2025 costs from PEIA, it appears that, by incentivizing use of Plan C, **the city's total FY 2025 PEIA costs would be only around $828,000**, just $1,000 more than the current FY 2024 cost-sharing arrangement—**even after covering all FY 2025 employee premium and deductible costs**. By avoiding the approximately $100,000 cost of continuing the current cost-sharing arrangement, this scenario would position the city to both protect recent pay increases and budget for cost-of-living adjustments and merit-based pay raises.

What's next?

- *Nov. 27: PEIA presentation and Q&A for employees.*
- *Following PEIA presentation, HR will survey employees for their opinions about this scenario.*

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	November 16, 2023
Section:	Correspondence and Notifications
Category:	Presentation
Agenda Item Name:	Building permits
Recommended By:	Operations Manager
Summary:	See attached report of building permits issued Nov. 2-13.
Fiscal Impact:	
Recommendation:	For information only
Attachments:	1. BP NOV 2-NOV13

PROJECTS: THRU ZZZZZZZZZZ REPORT SEQUENCE: Project
PROJECT TYPE: All CONTRACTOR CLASS: All - All Contractor Classes
CONTRACTORS: All
APPLIED DATES: 11/02/2023 THRU 11/13/2023 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS INCLUDED: All ISSUED DATES: 0/00/0000 THRU 99/99/9999

PROJECT: 230309 - ZONING PERMIT TYPE: BPZONING ZONING
PROPERTY: 10 MAIN ST
APPLIED DATE: 11/02/2023 ISSUED DATE: 11/02/2023 EXPIRATION DATE: 11/01/2024 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: REVIVE U LLC
14 EVERGREEN DR
BRIDGEPORT, WV 26330
SQUARE FEET: 6,085
DWELLING TYPE: PUBLIC UNITS: 1
STATUS: OPEN BALANCE: 10.00

PROJECT: 230310 - COMMERCIAL WINDOW TYPE: WINDOW-COM COMMERCIAL WINDOW
PROPERTY: 212 DAVIS AVE #1/2
APPLIED DATE: 11/06/2023 ISSUED DATE: 11/06/2023 EXPIRATION DATE: 5/07/2024 COMPLETION DATE: 0/00/0000
CONTRACTOR: BARTHOLOME BARTHOLOMEW REMODELING ISSUED TO: WDH PROPERTIES
JOSHUA NOEL BARTHOLOMEW 232 ELM ST
7 CENTRAL STREET ELKINS, WV 26241
ELKINS, WV 26241-0000
SQUARE FEET: 1
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 50.00

PROJECT: 230311 - RESIDENTIAL ROOFING TYPE: ROOF-RES RESIDENTIAL ROOFING
PROPERTY: 201 SYLVESTER DR
APPLIED DATE: 11/08/2023 ISSUED DATE: 11/08/2023 EXPIRATION DATE: 5/09/2024 COMPLETION DATE: 0/00/0000
CONTRACTOR: DESIGN DESIGN ROOFING & SHEET METAL ISSUED TO: SHIELDS, CHRISTOPHER & A
900 INDUSTRIAL PARK ROAD 201 SYLVESTER DR
ELKINS, WV 26241 ELKINS, WV 26241
SQUARE FEET: 2,700
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

*** SEGMENT RECAP ***

PROJECT SEGMENT	# OF SEGMENTS	BALANCE
WINDOW-COM - COMMERCIAL WINDOW	1	50.00
M-PLAT - MINOR PLAT	1	10.00
ROOF-RES - RESIDENTIAL ROOFING/SI	1	0.00
*** TOTALS ***	3	60.00

*** PROJECT TYPE RECAP ***

PROJECT TYPE	# OF PROJECTS	BALANCE
BPZONING - ZONING	1	10.00
WINDOW-COM – COMMERCIAL WINDOW	1	50.00
ROOF-RES - RESIDENTIAL ROOFING	1	0.00
*** TOTALS ***	3	60.00

*** MONTHLY RECAP BASED ON ISSUED DATE ***

ISSUED YEAR: 2023

MONTH	PROJECTS	VALUATION	BALANCE
NOVEMBER	3	13,306.00	60.00

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	November 16, 2023
Section:	Staff reports
Category:	Presentation
Agenda Item Name:	Treasurer's report
Recommended By:	Treasurer
Summary:	See attached report for General Fund Revenue Detail, FY 2024 Budget Control Summary, and bank account balances.
Fiscal Impact:	n/a
Recommendation:	For information only
Attachments:	1. Treasurer's Report - 2023_11_16

General Fund Revenue Detail

	October Revenues	YTD Revenues	Percent of Revenues Collected Per Budget	Percent of Yr. Completed 33.33
Unassigned Fund Balance				384,359.00
County Tax	$132,668.79	$719,764.22	60.57%	1,188,238.00
B & O Tax	$322,927.82	$706,794.05	50.13%	1,410,000.00
Hotel/Motel Tax	$28,549.69	$105,854.00	54.28%	195,000.00
Gas & Oil Severance Tax	$70,881.19	$70,881.19	283.52%	25,000.00
2% City Utility Tax	$7,231.28	$27,667.75	39.53%	70,000.00
Utility Excise Tax	$58,795.06	$112,474.18	37.49%	300,000.00
Liquor Tax	$21,428.52	$43,360.76	47.13%	92,000.00
Police	$590.99	$2,766.14	11.53%	24,000.00
Municipal Court	$1,547.01	$9,708.57	15.66%	62,000.00
Code Enforcement	$1,909.66	$9,841.64	38.29%	25,700.00
Business License	$360.00	$7,670.00	26.45%	29,000.00
Intergovernmental	$24,721.87	$151,713.15	83.14%	182,471.00
Franchise/IRP Fees	$19,666.95	$57,024.45	40.73%	140,000.00
Phil Gainer Community Center	$4,339.00	$20,771.00	53.26%	39,000.00
Misc. Revenue	$16,725.27	$54,962.16	52.22%	105,260.00
Municipal Sales Tax	$380,251.17	$720,429.20	51.46%	1,400,000.00
TOTAL	**$1,092,594.27**	**$2,821,682.46**	**49.75%**	5,672,028.00

FY2024 Budget Control Summary

														YTD TOTALS
General Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	$854,861.85	$331,004.66	$543,221.68	$1,092,594.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,185,398.96	$2,821,682.46
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	$443,407.34	$412,330.24	$327,759.07	$452,786.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$1,636,283.50
Sanitation Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	$122,586.66	$129,954.36	$112,998.62	$126,649.07	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	-$224,963.71	$492,188.71
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	$375,747.22	$112,032.55	$110,294.09	$119,078.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$717,152.42
Sewer Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	$216,523.92	$207,080.31	$217,303.75	$243,124.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,149.37	$884,032.23
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	$244,836.96	$218,863.56	$219,090.67	$190,091.67	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$2,139,198.04
Water Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	$364,376.76	$405,886.10	$373,182.41	$458,553.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$189,652.62	$1,601,999.08
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	$335,401.84	$349,713.75	$381,434.34	$345,796.53	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$1,412,346.46
Fire Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	$38,221.11	$80,333.83	$156,435.78	$50,440.39	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	-$16,741.30	$325,431.11
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	$90,744.77	$70,132.37	$58,553.55	$122,741.72	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$342,172.41
Landfill Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	$5,921.54	$6,126.90	$6,122.09	$383.32	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,352.17	$18,553.85
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	$1,019.07	$6.95	$168.69	$6.97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$1,201.68

Bank Account Name	Balance as of 10/31/2023
ARPA	$881,267.11
Elkins Building Comm. Sinking Fund	$0.00
Elkins Municipal Building Comm.	$0.00
Financial Stabilization	$938,351.15
Fire Pension Fund	$2,435,694.07
Firemen's Pension & Relief Fund	$0.00
Landfill Access Escrow	$1,824,755.97
Landfill Post Closure	$48,703.97
Payroll	$14,654.63
Police Forfeitures	$1,849.61
Police Pension Fund	$4,143,073.89
Police Seizures	$26,594.99
Policemen's Pension & Relief Fund	$0.00
Pooled Cash-Coal Severance Fund	$167,696.30
Pooled Cash-Fire Fund	$396,123.03
Pooled Cash-General Fund	$2,051,275.42
Pooled Cash-Landfill Fund	$124,499.11
Pooled Cash-Parks Fund	$881,535.71
Pooled Cash-Sanitation Fund	$1,006,575.18
Pooled Cash-Sewer Fund	$83,111.69
Pooled Cash-Water Fund	$294,231.67
Sewer Depreciation	$240,496.37
Sewer O&M	$392,958.55
Sewer Project	$49.84
Water Depreciation	$146,194.95
Water O&M	$369,252.46

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	November 16, 2023
Section:	Approval of vendor invoice payments
Category:	Action Item
Agenda Item Name:	Vendor invoices presented for approval: October 30-November 10, 2023
Recommended By:	Treasurer
Summary:	See attached Accounts Payable Check Report for transactions in all funds 10/30-11/10/2023.
Fiscal Impact:	Report details $660,679.12 in transactions from all funds (General and enterprise funds).
Recommendation:	Consider for approval
Attachments:	1. AP Check Report - 2023_11_16

VENDOR SET: 01 Elkins
BANK: ARPA America Rescue Plan Act
DATE RANGE:10/30/2023 THRU 11/10/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00438		Master Service Corporation							
	I-Application#3	cont serv emerg generator	R	11/01/2023	84,330.00		000109		84,330.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			84,330.00	0.00	84,330.00
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	84,330.00	0.00	84,330.00
BANK: ARPA TOTALS:	1	84,330.00	0.00	84,330.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE:10/30/2023 THRU 11/10/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00741		Great-West Trust Company LLC							
	I-VF 202310311590	Voya	D	10/31/2023	640.00		005265		
	I-VF2202310311590	Voya AT	D	10/31/2023	100.00		005265		740.00
00116		Child Support Enforcement							
	I-CDS202310311590	Child Support	R	10/31/2023	600.33		014374		600.33
00121		Citizens Bank of WVFP							
	I-FP 202310311590	Fire Pension	R	10/31/2023	471.71		014375		471.71
00122		Citizens Bank of WVPP							
	I-PP 202310311590	Police Pension	R	10/31/2023	146.68		014376		
	I-PPN202310311590	Police Pension-2010 Forward	R	10/31/2023	386.56		014376		533.24
00147		COE Misc							
	I-MIS202310311590	Misc Reimbursements	R	10/31/2023	582.95		014377		582.95
00150		COE Payroll							
	I-T1 202310311590	Federal Withholding	R	10/31/2023	11,886.51		014378		11,886.51
00151		COE Payroll							
	I-T3 202310311590	FICA	R	10/31/2023	18,418.98		014379		
	I-T4 202310311590	Medicare	R	10/31/2023	4,667.10		014379		23,086.08
00152		COE Payroll							
	I-T2 202310311590	State Withholding	R	10/31/2023	5,103.00		014380		5,103.00
00203		Davis Trust Company							
	I-CC 202310311590	Employee Christmas Club	R	10/31/2023	2,900.00		014381		2,900.00
00747		Washington National Insurance							
	I-WN 202310311590	Washington National Insurance	R	10/31/2023	658.92		014382		658.92
00837		COE Payroll Reimbursement							
	I-001202310311590	Payroll Reimbursement	R	10/31/2023	50,926.75		014383		
	I-006202310311590	Payroll Reimbursement	R	10/31/2023	5,575.08		014383		
	I-036202310311590	Payroll Reimbursement	R	10/31/2023	12,932.07		014383		
	I-400202310311590	Payroll Reimbursement	R	10/31/2023	21,788.89		014383		
	I-401202310311590	Payroll Reimbursement	R	10/31/2023	12,606.60		014383		
	I-404202310311590	Payroll Reimbursement	R	10/31/2023	12,104.92		014383		115,934.31
01885		Colonial Life							
	I-CL 202310311590	Colionial Life-AT	R	10/31/2023	112.10		014384		
	I-CLP202310311590	Colonial Life-PT	R	10/31/2023	52.52		014384		164.62

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE:10/30/2023 THRU 11/10/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00150		COE Payroll							
	I-T1 202310311591	Federal Withholding	R	10/31/2023	229.13		014385		229.13
00151		COE Payroll							
	I-T3 202310311591	FICA	R	10/31/2023	510.92		014386		
	I-T4 202310311591	Medicare	R	10/31/2023	119.48		014386		630.40
00152		COE Payroll							
	I-T2 202310311591	State Withholding	R	10/31/2023	120.00		014387		120.00
00837		COE Payroll Reimbursement							
	I-400202310311591	Payroll Reimbursement	R	10/31/2023	3,233.97		014388		3,233.97
00024		Appalachian Tire Products							
	I-1300021495	16 Tires/2 Armormax MSA	R	11/01/2023	9,046.24		014389		9,046.24
00102		Central Supply Company of WV							
	I-543322	materials for basement	R	11/01/2023	1,050.50		014390		1,050.50
00119		First-Citizens Bank & Trust Co							
	I-43405377	Kyocera 110623	R	11/01/2023	68.45		014391		
	I-43411337	Konica contract 110823	R	11/01/2023	55.00		014391		123.45
00149		COE Parks and Recreation							
	I-Support 11/2023	Monthly Support 11/2023	R	11/01/2023	25,483.00		014392		25,483.00
00154		COE Sanitation							
	I-202310185033	Hauling Grit from Sewer Plant	R	11/01/2023	181.50		014393		181.50
00235		Elkins Building Comm.							
	I-11/2023	Monthly Payment 11/2023	R	11/01/2023	3,483.79		014394		3,483.79
00247		Elkins Truck Service, Inc							
	I-154628	Hose Repair	R	11/01/2023	14.68		014395		14.68
00310		Griffith & Associates, PLLC							
	I-14695	Attorney Services Whitmer	R	11/01/2023	5,256.75		014396		5,256.75
00379		J C Lumber Company							
	I-14715	Wood beams for log stop bldg	R	11/01/2023	3,648.00		014397		3,648.00
00381		Grover C Jackson Jr							
	I-RENT 11/2023	Rent 11/2023	R	11/01/2023	1,800.00		014398		1,800.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE:10/30/2023 THRU 11/10/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00430		Jonathan Distefano dba Mainten							
	I-1164	locks/plant locks	R	11/01/2023	1,250.00		014399		1,250.00
00446		McCarty's Septic Service							
	I-A12105	Sludge	R	11/01/2023	2,620.00		014400		2,620.00
00468		Miss Utility of West Virginia,							
	I-WV23-4169	Message Fees 09/2023	R	11/01/2023	102.00		014401		102.00
00471		Mon Power							
	I-Barron 102023	Barron 091623-101623	R	11/01/2023	11,684.03		014402		
	I-RRAve 101723	RR Ave 091523-101323	R	11/01/2023	784.99		014402		12,469.02
00483		Mountain Valley Bank							
	I-1202553-21 102823	1202553-21 102823 #61	R	11/01/2023	2,369.18		014403		2,369.18
00484		Mountaineer Gas Company							
	I-153 BHntr 101623	Nat'l Gas 0825-101623	R	11/01/2023	32.00		014404		
	I-1Baxter 100423	1 Baxter 0825-100423	R	11/01/2023	248.28		014404		
	I-1BaxterWtr 100423	1Baxter 0825-100423	R	11/01/2023	33.04		014404		
	I-216 4th 100523	216 4th St 082523-100523	R	11/01/2023	46.49		014404		
	I-216 4thB 100423	216 4th St B 0825-100423	R	11/01/2023	46.49		014404		
	I-401Davis 100423	401Davis 0825-100423	R	11/01/2023	113.76		014404		
	I-500ScottFd 101623	500 Scott Fd 082523-101623	R	11/01/2023	33.70		014404		
	I-917 RR 100423	917 S RR 0825-100423	R	11/01/2023	73.39		014404		
	I-Barron 100423	Barron Ave 0825-100423	R	11/01/2023	33.04		014404		
	I-Baxter 100423	Baxter 0825-100423	R	11/01/2023	46.49		014404		
	I-Center 100423	Center St 0825-100423	R	11/01/2023	33.04		014404		
	I-Flood Cntrl 100423	Flood Control 0825-100423	R	11/01/2023	880.55		014404		
	I-IndustrlPk 100623	Industrial Pk 0825-100623	R	11/01/2023	33.04		014404		
	I-Kump 101623	Kump Ed Ctr 091423-101623	R	11/01/2023	61.14		014404		
	I-Lift3 100423	Glendale Lift 3 0825-100423	R	11/01/2023	46.49		014404		
	I-Stewart 100423	Stewart Ave 0825-100423	R	11/01/2023	45.03		014404		1,805.97
00701		Toshiba Financial Services							
	I-513629261	LEXC4150/Tosh3005 11/12/23	R	11/01/2023	221.37		014405		221.37
00714		WORKFORCE West Virginia							
	I-093023	T Harsh Worker's Comp	R	11/01/2023	22.28		014406		22.28
00730		Valley Steel							
	I-18056	MigWire/OxyCylinder/ArgonMix	R	11/01/2023	338.89		014407		338.89

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE:10/30/2023 THRU 11/10/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00855		LMC & Associates							
	I-3374	9/23 Website Updates/Edits	R	11/01/2023	717.75		014408		717.75
00884		Colonial Court Service Station							
	I-582962	PurgeValve/Tire Sensors	R	11/01/2023	383.14		014409		383.14
01183		Dan Stemple							
	I-EXP 083123	Reimb trips to PO and Midland	R	11/01/2023	7.86		014410		7.86
01390		Phoenix Solutions, LLC							
	I-5565	Chemicals	R	11/01/2023	7,647.89		014411		7,647.89
01445		Linda Silva							
	I-CK Req 102623	cable ties	R	11/01/2023	17.98		014412		17.98
01491		Hinzman Auto Repair & Refinish							
	I-3328A	21 F150 Repairs	R	11/01/2023	8,624.90		014413		8,624.90
01594		Pace Analytical Services LLC							
	I-2330477042	09/2023 Lab contract analysis	R	11/01/2023	807.00		014414		807.00
01731		Bradish Glass Inc							
	I-4039	Cullet pick up 10/16/23	R	11/01/2023	250.00		014415		250.00
01790		Crim Law Office PLLC							
	I-382	Attny Serv- 10/09/23	R	11/01/2023	950.00		014416		950.00
01957		Zoro Tools, Inc.							
	I-INV13174694	Stripping Machine/Paint/PPTwl	R	11/01/2023	640.00		014417		640.00
02012		Appalachain Aggregates							
	I-198314	73.13 #57 Stone	R	11/01/2023	1,744.24		014418		1,744.24
02215		Tucker County Solid Waste Auth							
	I-000134061	5.74 tn Grit from WWTP	R	11/01/2023	305.94		014419		305.94
02316		FilmTec Corporation							
	I-951273506	Filter Repair & Gram Maint	R	11/01/2023	7,848.60		014420		7,848.60
02323		Akers Trucking Inc.							
	I-8244	hauled truck bed to Street Dep	R	11/01/2023	1,200.00		014421		1,200.00
02347		LEAF							
	I-15483673	Tosh E4515AC	R	11/01/2023	317.44		014422		
	I-15489642	Tosh 4515AC 11/13/23	R	11/01/2023	72.74		014422		
	I-15517108	Tosh E478S Baxter 111823	R	11/01/2023	96.74		014422		
	I-15517109	Toshiba E478S 111823	R	11/01/2023	96.74		014422		583.66

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE:10/30/2023 THRU 11/10/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02399		10-42 Tactical LLC							
	I-4261	Holster platform/mag pouch	R	11/01/2023	342.99		014423		342.99
02536		Go With The Flow Utility Servi							
	I-101123	Filler Repairs	R	11/01/2023	27,839.11		014424		27,839.11
02539		Robert McCauley							
	I-Tap Fee 1/2	Refund 1/2 tap fee	R	11/01/2023	648.96		014425		648.96
02541		Dylan Eva							
	I-Travel Cl I Water	Per Diem-Cl I Water training	R	11/01/2023	794.50		014426		794.50
1		TRIMBLE, VAUGHN							
	I-000202311021593	US REFUND	R	11/08/2023	125.00		014428		125.00
00032		Absolute Assurance Drug Test L							
	I-2272	Testing S Fox 10/10/23	R	11/09/2023	42.00		014429		42.00
00075		Encova Insurance							
	I-36650254	WCB 10/02/23-11/01/23	R	11/09/2023	6,599.00		014430		6,599.00
00085		Burgess & Niple, Inc.							
	I-110190	Consent Decree/Milestone Cal	R	11/09/2023	573.00		014431		573.00
00126		City of Clarksburg							
	I-202311078059	Yard Waste Ticket 1347	R	11/09/2023	186.40		014432		186.40
00143		COE General Fund 2							
	I-IND 11/01/23	monthly indirects 11/2023	R	11/09/2023	12,955.92		014433		12,955.92
00154		COE Sanitation							
	I-202310315090	Hauling Brush	R	11/09/2023	299.48		014434		299.48
00158		COE Water Depreciation Account							
	I-10/23 Contribution	10/23 Contribution	R	11/09/2023	11,174.26		014435		11,174.26
00202		Davis Trust Company							
	I-12755 11/22/23	3113776-12755 11/22/23	R	11/09/2023	4,256.84		014436		4,256.84
00211		Elkins Depot Welcome Center							
	I-H/M 09/2023	Hotel/Motel Collection 09/2023	R	11/09/2023	14,274.85		014437		14,274.85
00283		Frontier							
	I-10/20/23	Phones 09/20-10/20/23	R	11/09/2023	1,184.95		014438		1,184.95

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE:10/30/2023 THRU 11/10/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00296		Gino's Pizza							
	I-Order 1020-3821	Call Out Dinner for Crew	R	11/09/2023	79.01		014439		79.01
00393		Robert Jones							
	I-Travel 11/12/23	Travel Per Diem 11/12/23	R	11/09/2023	307.47		014440		307.47
00457		Metalworks, Inc.							
	I-13216	Repair New Trash Truck	R	11/09/2023	2,544.00		014441		2,544.00
00471		Mon Power							
	I-90009305860 102023	Lighting/consumption	R	11/09/2023	42,425.89		014442		42,425.89
00483		Mountain Valley Bank							
	I-1202553-22 1107	1202553-22 Int 11/07/23	R	11/09/2023	264.77		014443		264.77
00571		The Arts Center							
	I-2Q FY 23-24	2Q FY 23-24 Contribution	R	11/09/2023	1,250.00		014444		1,250.00
00573		Randolph County Development Au							
	I-2Q FY 23-24	2Q FY 23-24 Contribution	R	11/09/2023	3,375.00		014445		3,375.00
00578		Randolph Elkins Health Departm							
	I-2Q FY 23-24	2Q FY 23-24 Contribution	R	11/09/2023	1,125.00		014446		1,125.00
00579		Randolph-Tucker Children's Adv							
	I-2Q FY 23-24	2Q FY 23-24 Contribution	R	11/09/2023	1,250.00		014447		1,250.00
00591		Retiree Health Benefit Trust F							
	I-11/2023 RHBT	Retirees RHBT 11/2023	R	11/09/2023	1,609.56		014448		1,609.56
00606		Steven C. Rodeheaver							
	I-12128	Street Brooms/dustpans/mophead	R	11/09/2023	98.00		014449		
	I-12129	brush/brooms/mopheads/gloves	R	11/09/2023	395.00		014449		
	I-12130	brushes/squeegees/duster	R	11/09/2023	220.00		014449		713.00
00665		State Electric Supply Company							
	I-16921677-00	Wire/Box Connectors/InsFkTerm	R	11/09/2023	847.80		014450		847.80
00670		Steptoe & Johnson PLLC							
	I-1103834	Sanitary Bd 09/2023	R	11/09/2023	2,920.50		014451		2,920.50
00688		Terra Flora Landscaping							
	I-0636	Landscape Maintenance CHall	R	11/09/2023	1,320.00		014452		1,320.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE:10/30/2023 THRU 11/10/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00701		Toshiba Financial Services							
	C-Correct vendor	Correct Vendor entry	R	11/09/2023	8,624.90CR		014453		
	I-3328A	21 F150 repairs	R	11/09/2023	8,624.90		014453		
	I-514748490	Tosh E4515AC 1027-112723	R	11/09/2023	214.24		014453		214.24
00812		WV Regional Jail and Correctio							
	I-10123B49F	16 days inmate housing TVRJ	R	11/09/2023	871.68		014454		871.68
01271		WV Municipal Water Quality Ass							
	I-SW24	Stormwater annual dues	R	11/09/2023	848.67		014455		
	I-WVFY24	Annual Dues	R	11/09/2023	2,814.79		014455		3,663.46
01313		COE Water O & M Account							
	I-10/23 Contribution	10/23 Contribution	R	11/09/2023	12,902.14		014456		12,902.14
01390		Phoenix Solutions, LLC							
	I-5589	Chemicals	R	11/09/2023	4,802.44		014457		4,802.44
01594		Pace Analytical Services LLC							
	I-2330482143	10/23 Lab Analysis/Big Timber	R	11/09/2023	3,088.50		014458		3,088.50
01651		Reclaim Company LLC							
	I-2660	Demolition of 5 Bell St	R	11/09/2023	4,800.00		014459		4,800.00
01727		Enterprise FM Trust							
	I-FBN4892099	Fleet Leases 11/2023	R	11/09/2023	17,791.38		014460		17,791.38
01751		COE WWTP							
	I-202311045108	Backwash 10/2023	R	11/09/2023	959.38		014461		959.38
01790		Crim Law Office PLLC							
	I-376	Sanitary Bd 08/2023	R	11/09/2023	640.00		014462		
	I-381	Sanitary Bd Matters 09/2023	R	11/09/2023	1,410.00		014462		2,050.00
01942		Elkins Municipal Building Comm							
	I-1214756-11 111523	1214756-11 11/15/23	R	11/09/2023	4,833.20		014463		4,833.20
02220		Long Branch Equipment LLC							
	I-LB345	Equipment repairs	R	11/09/2023	1,045.00		014464		1,045.00
02277		Vigilant Custom Creations							
	I-058	Radio Keyloader and cables	R	11/09/2023	2,500.00		014465		2,500.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE:10/30/2023 THRU 11/10/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02322		Badger Meter							
	I-80142211	10/23 Monitoring	R	11/09/2023	211.55		014466		211.55
02347		LEAF							
	I-15543616	Tosh/Lex 11/24/23	R	11/09/2023	448.47		014467		
	I-15559175	Tosh 478S 112523	R	11/09/2023	68.32		014467		516.79
02431		Ferguson Waterworks #527							
	I-Multi-102523	Couplings/Saddles/Tees/Brch	R	11/09/2023	4,211.81		014468		4,211.81
02451		DataMax Corporation							
	I-17067	Collection fees 10/2023	R	11/09/2023	75.22		014469		75.22
02546		Rebecca Day							
	I-Travel 11/12/23	Travel Per Diem 11/12/23	R	11/09/2023	307.47		014470		307.47
00711		Tygart Valley Transfer, Inc.							
	C-00018484	Ticket 00018484 over	R	11/09/2023	0.08CR		014471		
	I-000108977	Comm	R	11/09/2023	264.67		014471		
	I-00018397	Comm	R	11/09/2023	155.75		014471		
	I-00018402	Comm	R	11/09/2023	220.72		014471		
	I-00018415	Comm	R	11/09/2023	294.29		014471		
	I-00018432	Res	R	11/09/2023	886.70		014471		
	I-00018433	Res	R	11/09/2023	1,100.74		014471		
	I-00018434	Comm	R	11/09/2023	871.42		014471		
	I-00018456	Comm	R	11/09/2023	132.81		014471		
	I-00018461	Res	R	11/09/2023	160.52		014471		
	I-00018462	Comm	R	11/09/2023	167.21		014471		
	I-00018479	Res	R	11/09/2023	59.24		014471		
	I-00018483	Res	R	11/09/2023	599.10		014471		
	I-00018484	Res	R	11/09/2023	599.18		014471		
	I-00018485	Comm	R	11/09/2023	437.62		014471		
	I-00018509	Comm	R	11/09/2023	258.94		014471		
	I-00018511	Res	R	11/09/2023	237.92		014471		
	I-00018514	Comm	R	11/09/2023	115.62		014471		
	I-00018532	Res	R	11/09/2023	595.28		014471		
	I-00018537	Comm	R	11/09/2023	584.77		014471		
	I-00018539	Res	R	11/09/2023	589.54		014471		
	I-00018554	Comm	R	11/09/2023	232.19		014471		
	I-00018574	Res	R	11/09/2023	628.72		014471		
	I-00018575	Res	R	11/09/2023	787.33		014471		
	I-00018576	Comm	R	11/09/2023	500.68		014471		
	I-00018588	Comm	R	11/09/2023	284.74		014471		
	I-00018598	Res	R	11/09/2023	442.40		014471		
	I-00018599	Res	R	11/09/2023	645.92		014471		
	I-00018600	Comm	R	11/09/2023	532.21		014471		
	I-00018604	Residential - Forest Festival	R	11/09/2023	296.21		014471		
	I-00018605	Res Forest Festival	R	11/09/2023	124.22		014471		

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE:10/30/2023 THRU 11/10/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-00018606	Comm - Forest Festival	R	11/09/2023	196.83		014471		
	I-00018607	Res Forest Festival	R	11/09/2023	279.96		014471		
	I-00018611	Comm	R	11/09/2023	466.28		014471		
	I-00018617	Res	R	11/09/2023	120.39		014471		
	I-00018618	Comm Church	R	11/09/2023	112.75		014471		
	I-00018626	Comm Park	R	11/09/2023	164.35		014471		
	I-00018632	Comm	R	11/09/2023	230.28		014471		
	I-00018637	Res	R	11/09/2023	869.51		014471		
	I-00018638	Comm	R	11/09/2023	705.16		014471		
	I-00018639	Res	R	11/09/2023	734.78		014471		
	I-00018657	Comm	R	11/09/2023	304.80		014471		
	I-00018658	Res	R	11/09/2023	77.40		014471		
	I-00018659	Res	R	11/09/2023	248.43		014471		
	I-00018663	Comm Rail Yard	R	11/09/2023	220.72		014471		
	I-00018670	Comm	R	11/09/2023	271.36		014471		
	I-00018675	Res	R	11/09/2023	188.23		014471		
	I-00018676	Res	R	11/09/2023	409.91		014471		
	I-00018677	Comm	R	11/09/2023	448.13		014471		
	I-00018678	Res	R	11/09/2023	680.32		014471		
	I-00018711	Comm	R	11/09/2023	182.50		014471		
	I-00018712	Res	R	11/09/2023	543.68		014471		
	I-00018713	Res	R	11/09/2023	505.46		014471		
	I-00018715	Comm	R	11/09/2023	660.25		014471		
	I-00018730	Comm	R	11/09/2023	265.63		014471		
	I-00018734	Comm	R	11/09/2023	632.54		014471		
	I-00018738	Comm	R	11/09/2023	303.85		014471		
	I-00018745	Res	R	11/09/2023	629.67		014471		
	I-00018746	Res	R	11/09/2023	644.96		014471		
	I-00018748	Comm	R	11/09/2023	548.46		014471		
	I-00018758	Comm	R	11/09/2023	195.88		014471		
	I-00018760	Comm	R	11/09/2023	304.80		014471		
	I-00018777	Comm	R	11/09/2023	770.13		014471		
	I-00018782	Res	R	11/09/2023	470.11		014471		
	I-00018783	Res	R	11/09/2023	645.92		014471		
	I-00018799	Comm	R	11/09/2023	319.14		014471		
	I-00018800	Comm	R	11/09/2023	473.93		014471		
	I-00018804	Comm	R	11/09/2023	241.74		014471		
	I-00018816	Comm	R	11/09/2023	218.81		014471		
	I-00018824	Res	R	11/09/2023	1,008.05		014471		
	I-00018826	Comm	R	11/09/2023	1,060.61		014471		
	I-00018828	Res	R	11/09/2023	783.51		014471		
	I-00018840	Comm	R	11/09/2023	235.05		014471		
	I-00018861	Comm	R	11/09/2023	467.24		014471		
	I-00018863	Res	R	11/09/2023	545.59		014471		
	I-00018866	Res	R	11/09/2023	506.42		014471		
	I-00018885	Comm	R	11/09/2023	285.69		014471		
	I-00018910	Res	R	11/09/2023	536.99		014471		
	I-00018911	Res	R	11/09/2023	171.99		014471		

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE:10/30/2023 THRU 11/10/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-00018912	Res	R	11/09/2023	579.03		014471		
I-00018914	Comm	R	11/09/2023	570.43		014471		
I-00018932	Comm	R	11/09/2023	68.80		014471		
I-00018943	Comm	R	11/09/2023	59.24		014471		
I-00018949	Comm	R	11/09/2023	221.68		014471		
I-00018958	Comm	R	11/09/2023	717.58		014471		
I-00018959	Res	R	11/09/2023	647.83		014471		
I-00018962	Res	R	11/09/2023	693.69		014471		
I-00018989	Comm	R	11/09/2023	149.06		014471		
I-00018993	Res	R	11/09/2023	579.03		014471		
I-00018996	Comm	R	11/09/2023	713.76		014471		
I-00018997	Res	R	11/09/2023	442.40		014471		
I-00019011	Comm	R	11/09/2023	273.27		014471		
I-00019015	Comm	R	11/09/2023	810.26		014471		
I-00019023	Comm	R	11/09/2023	179.63		014471		
I-00019035	Comm	R	11/09/2023	747.20		014471		
I-00019038	Res	R	11/09/2023	953.59		014471		
I-00019039	Comm	R	11/09/2023	928.75		014471		
I-00019058	Comm	R	11/09/2023	228.36		014471		
I-00019059	Res	R	11/09/2023	97.46		014471		
I-00019062	Comm	R	11/09/2023	147.15		014471		
I-00019077	Res	R	11/09/2023	566.61		014471		
I-00019078	Res	R	11/09/2023	575.21		014471		
I-00019079	Comm	R	11/09/2023	567.57		014471		
I-00019090	Comm	R	11/09/2023	275.18		014471		
I-00019107	Comm	R	11/09/2023	610.56		014471		
I-00019108	Res	R	11/09/2023	574.26		014471		
I-00019109	Res	R	11/09/2023	576.17		014471		
I-00019128	Comm	R	11/09/2023	28.67		014471		
I-00019131	Comm	R	11/09/2023	358.31		014471		
I-00019135	Res	R	11/09/2023	150.01		014471		
I-00019146	Res	R	11/09/2023	593.37		014471		
I-00019147	Res	R	11/09/2023	545.59		014471		
I-00019148	Comm	R	11/09/2023	498.77		014471		
I-00019167	Comm	R	11/09/2023	277.10		014471		
I-00019180	Comm	R	11/09/2023	338.25		014471		
I-00019192	Res	R	11/09/2023	145.24		014471		
I-00019194	Res	R	11/09/2023	561.83		014471		
I-00019196	Res	R	11/09/2023	604.83		014471		
I-00019197	Comm	R	11/09/2023	788.29		014471		
I-00019225	Comm	R	11/09/2023	182.50		014471		
I-00019250	Res	R	11/09/2023	862.82		014471		
I-00019251	Res	R	11/09/2023	791.15		014471		
I-00019254	Comm	R	11/09/2023	927.79		014471		
I-00019269	Comm	R	11/09/2023	226.45		014471		
I-00019271	Res	R	11/09/2023	151.92		014471		
I-00019281	Comm	R	11/09/2023	390.80		014471		
I-00019283	Comm	R	11/09/2023	527.44		014471		

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE:10/30/2023 THRU 11/10/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-00019285	Res	R	11/09/2023	563.75		014471		
I-00019287	Res	R	11/09/2023	527.44		014471		57,290.85

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	97			532,615.12	0.00	532,615.12
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	1			740.00	0.00	740.00
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: Pool TOTALS:	98	533,355.12	0.00	533,355.12
BANK: Pool TOTALS:	98	533,355.12	0.00	533,355.12

VENDOR SET: 01 Elkins
BANK: SEWDP Sewer Depreciation
DATE RANGE:10/30/2023 THRU 11/10/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00550	Precision Pump & Valve Service							
I-136441-IN	Reno scum pump station #1	R	11/01/2023	42,994.00		000042		42,994.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			42,994.00	0.00	42,994.00
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: SEWDP TOTALS:	1	42,994.00	0.00	42,994.00
BANK: SEWDP TOTALS:	1	42,994.00	0.00	42,994.00
REPORT TOTALS:	100	660,679.12	0.00	660,679.12

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 10/30/2023 THRU 11/10/2023
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:	November 16, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Proposal to close city hall at noon on the Fridays before Christmas and New Year's
Recommended By:	Clerk
Summary:	The city's Personnel Manual states: "City Hall... closes at noon on Christmas Eve and New Year's Eve. These are not paid holidays. However, during these closures, and with the approval of their supervisors, City Hall employees whose job duties permit may take time off by using any accrued annual leave or compensatory time." Because both Christmas Eve and New Year's Eve fall on Sunday this year, council is being asked to consider closing City Hall at noon on Dec. 22 and Dec. 29 (the Fridays before these holidays), so that employees may also use leave or comp time to take this time off.
Fiscal Impact:	n/a
Recommendation:	Consider approving closing City Hall at noon on Dec. 22 and Dec. 29.
Attachments:	None

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	November 16, 2023
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 317: An Ordinance Of The Common Council Of Elkins, West Virginia Amending Sections Of City Code, Chapter 152, Zoning Regarding the Zoning of Unzoned Parcels (first of two readings)
Recommended By:	Planning Commission, prepared by City Attorney
Summary:	After discovery of an inadvertently unzoned parcel of land inside city limits, it was determined that city code stipulate no process for zoning such parcels. This ordinance creates a process for zoning parcels that are found to be unzoned.
Fiscal Impact:	n/a
Recommendation:	Consider for approval on first of two readings
Attachments:	1. O-317 - Amending Sections Chapter 152 Zoning

ORDINANCE 317

AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA AMENDING SECTION OF CITY CODE, CHAPTER 152, ZONING, § 152.08

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

WHEREAS, following the enactment of the zoning ordinance it has come to the attention of the City that there are several parcels of land that are unzoned because they were believed to be part of a railroad right of way, which were not zoned during the process of zoning by the Planning Commission because no rights of way were zoned, including railroad rights of way and public streets; and

WHEREAS the Elkins Planning Commission has met and reviewed the circumstance and situation where parcels of land within the City where unzoned for the reasons set forth above; and

WHEREAS, the Elkins Planning Commission, pursuant to City Code §152.04, recommends to the Common Council that §152.08 of Chapter 152; Zoning be amended as set forth below; and

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

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

of the City and that said proposed amendment is consistent with the adopted comprehensive plan.

NOW THEREFORE BE IT ORDAINED and ENACTED by the Common Council that City Code, Chapter 152: Zoning, §152.08, be amended, supplemented, and shall read as follows:

§ 152.068 PROCEDURES RELATING TO ANNEXED LANDS, VACATED AREAS AND UNZONED LANDS.

(A) Zoning of annexed lands. Zoning classification for any land annexed into the city shall be established by ordinance, pursuant to W.Va. Code Ch. 8A, Art. 7, simultaneously with the adoption of the annexation resolution required by W.Va. Code Ch. 8, Art. 6, as amended. City Council shall hear zoning recommendations from the Planning Commission for the subject area during the required hearing for annexation. Prior to any hearings, the Elkins Planning Commission shall submit its written recommendations, to be consistent with the comprehensive plan, to City Council at least 30 days prior to the hearing for annexation.

(1) Prior to the annexation hearing and formal zoning designation of any parcel(s) of land being annexed, the city shall, at least 30 days prior to the enactment of the zoning map amendment:

(a) Give written notice, by certified mail, to the landowner(s) whose property is directly involved in the proposed amendment; and

(b) Publish a notice of the proposed amendment to the zoning ordinance map as a Class II-0 legal advertisement, pursuant to W.Va. Code Ch. 59.

(2) After the required 30-day notice period ends and the property owners have been notified by certified mail, the City Council shall hold a public hearing regarding the zoning designation of the newly annexed land. After the hearing, City Council can, by ordinance, designate the zoning districts for the annexed land.

(B) Whenever any street, place, alley, public right-of-way, railroad right-of-way, waterway, or other similar area is vacated by proper authority, the districts adjoining each side of such street, place, alley, public way, railroad right-of-way, waterway, or similar area shall be extended automatically to the center of such vacation and all area included in the vacation shall then and thenceforth be subject to all appropriate provisions of the extended districts. In the event of a partial vacation, the adjoining district, or district nearest the portion vacated, shall be extended automatically to include all of the vacated area.

[C] Zoning of Lands Unzoned Within the City of Elkins. Zoning of any unzoned lands within the City of Elkins shall be zoned and assigned a zoning district by ordinance, pursuant to W. Va. Code Chapter 8A, Art 7. City Council shall hear zoning recommendations from the Planning Commission for the subject area. Prior to any hearing, the Elkins Planning Commission shall submit its written recommendations, to be consistent with the comprehensive plan to the City Council at least 30 days prior to the hearing for zoning.

(1) Prior to the zoning hearing and formal designation of any unzoned parcel(s) of land being zoned, the City shall, at least 30 days prior to the enactment of an ordinance amending the zoning map:

(a) Give written notice, by certified mail, to the landowner(s) whose property is directly involved in the proposed zoning and amendment to the zoning map; and

b) Publish a notice of the proposed amendment to the zoning ordinance map as a Class II-0 legal advertisement, pursuant to W.Va. Code Ch. 59.

(2) After the required 30-day notice period ends and the property owners have been notified by certified mail, the City Council shall hold a public hearing regarding the zoning designation of the unzoned land. After the hearing, City Council can, by ordinance, designate the zoning district for the unzoned land, treating the unzoned land in the same manner that vacated land is treated in Section [B] above.

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

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

This Ordinance shall become effective upon passage.

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

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

CITY OF ELKINS, WEST VIRGINIA

_____
Jerry A. Marco, Mayor

Attest:

_____
Sutton Stokes, City Clerk

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	November 16, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1697: Accepting the terms of a proposal to transfer the Darden House to Woodlands Development & Lending
Recommended By:	
Summary:	City of Elkins has owned the Darden House since 1997. The property was purchased outright and there are no restrictions or covenants on its future use or transfer. The Darden House has usually been utilized by nonprofit organizations and quasigovernmental organizations such as city boards and commissions, sometimes under leases, sometimes not. The building requires renovation and, along with the grounds, ongoing maintenance work. Woodlands Development & Lending has submitted a proposal under which it would accept ownership of the property. Under this proposal, Woodlands would improve the property, keep it available for the use of public bodies and nonprofit organizations, and use part of the building for an entrepreneurship program. Council is allowed to convey real estate to nonprofit organizations at less than market value and with no auction under home rule authority. (See Elkins City Code: § 31.24 DISPOSITION OF MUNICIPAL PROPERTY TO NON-PROFIT ORGANIZATIONS.) The attached resolution does not convey the property but rather approves the conveyance in principle and directs the City Attorney to take all needed steps to complete the conveyance.
Fiscal Impact:	City would be relieved of all costs related to the Darden House save a $750/month internet fee that is being negotiated separately with the provider.
Recommendation:	Consider for approval
Attachments:	1. R-1697 - accepting transfer of Darden House to Woodlands 2. Woodlands Updated Darden House proposal 11.13.23

CITY OF ELKINS
AGENDA ITEM REPORT

	3. minutes_Darden House purchase - 1997_03_13 4. Deed - Darden House purchase

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1697)
November 16, 2023

Approving a Proposal to Transfer the Darden House to Woodlands Development & Lending

---

WHEREAS, the Common Council of the City of Elkins, W. Va. ("Council") purchased the property known as the Darden House in 1997, via a deed of conveyance that imposed no special reservations, restrictions, exceptions, covenants, agreements, or easements; and,

WHEREAS, pursuant to the authority granted to the city under the State Municipal Home Rule Pilot Program, under W.Va. Code § 8-l-5a, Council adopted Elkins Code § 31.24, under which Council may convey city property to nonprofit organizations for less than fair market value, and without public auction, provided that Council makes a factual determination that (1) there is a lack of need for such property by the City in comparison to the benefit to the City if the property is leased or conveyed; and (2) there is a demonstrable need for such property by the nonprofit organization to be able to perform the services benefiting the public; and,

WHEREAS, Woodlands Development & Lending ("WDL"), a designated 501(c)3 nonprofit organization, has submitted a proposal to assume ownership of the Darden House through a no-cost conveyance; and,

WHEREAS, WDL proposes to maintain the Darden House as a community asset, available for the use of government boards and commissions, civic organizations, and related entities, while also utilizing a portion of the building as an entrepreneurial support center offering technical business support services and business coaching; and,

WHEREAS, Council's Municipal Properties Committee has reviewed WDL's proposal and confirmed with city staff that the transfer of this property will not harm or hinder city services and operations in any way;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council finds that Woodlands Develoment & Lending's proposed uses for the Darden House satisfy the required factual determinations stated above and hereby approves in principle the no-cost conveyance of the Darden House to Woodlands Development & Lending and directs the City Attorney to prepare and execute all necessary documents and take all necessary actions to complete this conveyance, in full compliance with Elkins City Code § 31.24 and all other applicable laws, rules, and regulations.

_____ _____

Attest: Sutton Stokes, City Clerk Jerry A. Marco, Mayor

Updated Proposal 11/13/23

To: Nanci Bross-Fregonara, Chair
Municipal Properties Committee, Elkins City Council
Jerry Marco, Mayor
City of Elkins
From: Dave Clark, Director
Woodlands Development and Lending
Re: Darden House & potential conveyance to Woodlands

Background and Building Assessment

The City of Elkins is considering disposing of the Darden House, and conveying it to Woodlands Development Group is an option that has been presented. Woodlands' staff conducted a preliminary building assessment, and convened a group of local partners ands stakeholders to discuss future options for the building.

The Building Assessment identified two phases of upgrades that will be needed – some in the next 6-12 months, and some in the next 24-36 months. The more immediate needs include:

- Stormwater connections and management. There is some significant stormwater infiltration occurring, and no apparent stormwater connections to any infrastructure.
  Estimated cost - $12,500
- Window & door upgrades. About one-half of the windows have been repaired/replaced in recent years; a portion of the remaining windows need addressed soon.
  Estimated costs - $26,500
- Soffit & facia repairs. Some significant damage and rot needs addressed.
  Estimated costs - $3,000
- Ramp repairs.
  Estimated costs - $500
- HVAC upgrades. Current gas furnaces need converted to electric to meet compliance, and additional ductwork is needed to heat the 3rd floor.
  Estimated costs - $17,500
- Electrical upgrades. A full assessment of the electrical system was not done. Some upgrades have been made, but at least portion of the electrical systems are in need of upgrades. A full assessment will be done in the next two-three months.
- *Estimated costs - $7,000 - $20,000*

Additional upgrades needed in the next 24-36 months include:

- Additional window repair/replacement - $26,500.
- Masonry repointing & grouting - $3,000.
- Ramp replacement - $6,000.
- Exterior painting - $12,000.
- Stained glass repair - $17,500.

Current Occupancy, Maintenance & Expenses

The building is currently occupied by two non-profit tenants, providing a total monthly income of $500. Landscaping & mowing is taken care of by the Elkins Tree Board. City staff take care of some property maintenance.

Current building expenses were provided by the City Operations' staff; expenses include a monthly $750 payment on a City contract for internet installation and service.

Property Conveyance Proposal

Woodlands proposes to take over ownership of the Darden House through a no-cost conveyance. Woodlands would further like to propose:

1. The Darden House is maintained as a community asset, and available to City Council committees, civic organizations, and related entities.
2. Existing leases with the two non-profit tenants will be maintained.
3. The City Tree Board continue to maintain the property landscaping. *Woodlands would be responsible for all grass mowing.*
4. The City retains the contract with the internet provider for the duration of that contract. The City would not be expected to cover any other expenses for the property.
5. *The Carraige House would be included as part of the property transfer.*

Several individuals have expressed support for the development of a museum & venue for local historical installations. While Woodlands is not in a position to create or operate a museum-like venue, we would be happy to partner with other organizations to develop a business model and lease structure that would allow for this use.

It is Woodlands' goal to utilize a portion of the building as an entrepreneurial support center, shifting at least some of its technical support services and business coaching to the Darden House, as a central and accessible public space.

The Elkins City Council, in its capacity as board of canvassers, reconvened its special session of March 10 on Thursday, March 13, 1997 at 6:00 P.M. in the council chamber of city hall. Those present were Mayor Jimmy D. Hammond, Councilpersons: H. K. Burford, H. R. Elbon, D. G. George, J. E. Lothes, R. Marshall, H. K. Reed, K. S. Vance, H. C. Vance, T. F. Waller and City Clerk P. J. Graziani, Jr. Councilman B. A. Kolsun was absent.

C'w George, seconded by C'm Elbon, MOVED TO ACCEPT THE MINUTES OF THE BOARD OF CANVASSERS MEETING OF MARCH 10 AS PRESENTED. The motion carried.

ELECTION IS CERTIFIED:

C'm Reed, seconded by C'w George, MOVED THAT THE OFFICIAL RESULTS OF THE MUNICIPAL GENERAL ELECTION OF MARCH 4, 1997, AS CANVASSED AND DECLARED ON MONDAY, MARCH 10, 1997 AND CONTAINED IN THE OFFICIAL MINUTES THEREOF, NOW BE OFFICIALLY CERTIFIED. The motion carried.

REAL ESTATE CONTRACT APPROVED 419 & 421 DAVIS Ave.

C'w George, seconded by C'w Burford, MOVED TO GRANT THE MAYOR FINAL APPROVAL AND AUTHORITY TO ENTER INTO A REAL ESTATE CONTRACT IN THE CITY'S NAME TO PURCHASE TWO PARCELS OF REAL ESTATE ABUTTING THE NORTH SIDE OF CITY HALL, 419 AND 421 DAVIS AVENUE, FOR A TOTAL PRICE OF NINETY-FIVE THOUSAND ($95,000.00) DOLLARS. The motion carried.

The motion to stand adjourned was made at 6:05 P.M.

Jimmy D. Hammond
Jimmy D. Hammond, Mayor

ATTEST:

Philip J. Graziani, Jr.
Philip J. Graziani, Jr., City Clerk

172

THIS DEED, Made and entered into this 19 day of March, 1997, by and between JAMES H. LAMBERT and DEBORAH B. LAMBERT, husband and wife, Grantors, and the CITY OF ELKINS, Grantee.

64706

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the Grantors do hereby grant, sell and convey, with covenants of General Warranty of title, unto the Grantee, those certain tracts or parcels of real estate bounded and described as follows:

FIRST: That certain lot or parcel or real estate situate in the City of Elkins, Randolph County, West Virginia, known and designated as all of Lot 34 and the southernmost 4 feet off of Lot 33 in Block 5 of said City of Elkins, as shown upon a plat thereof recorded in the aforesaid Clerk's Office in Deed Book "Q", at Page 121.

And being a portion of the same real estate conveyed to James H. Lambert and Deborah B. Lambert, husband and wife, from Ronald V. Bard and Helene J. Bard, his wife, by deed dated July 10, 1987, and of record in the Office of the Clerk of the County Commission of Randolph County, West Virginia, in Deed Book 386, at Page 295.

SECOND: That certain piece or parcel of land situate in the City of Elkins, Randolph County, West Virginia, consisting of Lot No. 35 and the northern 10 feet of Lot No. 36, in Block 5, as shown upon the original plat of the City of Elkins of record

in the Office of the Clerk of the County Commission of Randolph County, West Virginia, in Deed Book "Q", at Page 119, which said Lot No. 35 and the northern 10 feet of Lot No. 36 are together bounded on the North for 150 feet by Lot No. 34, on the east for 50 feet by Davis Avenue, on the South for 150 feet by the remainder of said Lot No. 36 not hereby conveyed, and on the West for 50 feet by a 20 foot alley.

And being the same real estate conveyed to James H. Lambert and Deborah B. Lambert, husband and wife, from Motorworld USA, Inc., a West Virginia corporation, dated July 20, 1990, and of record in the Office of the Clerk of the County Commission of Randolph County in Deed Book 406, at Page 655.

This conveyance is made subject to any and all reservations, restrictions, exceptions, covenants, agreements, rights-of-way and easements as may be set forth in prior instruments of record in the chain of title to said real estate.

Declaration of Consideration or Value. - The Grantors hereby declare that this transfer is exempt from transfer tax as it is a transfer to the City of Elkins, a municipal corporation.

WITNESS the following signatures.

JAMES H. LAMBERT

DEBORAH B. LAMBERT

CASTO & HARRIS INC., SPENCER, W. VA. RECORDER NO 3462-A-96

FILED
Mar 27 3 42 PM '97

174

STATE OF WEST VIRGINIA,

COUNTY OF RANDOLPH, TO-WIT:

The foregoing Deed was acknowledged before me this 19th day of March, 1997, by JAMES H. LAMBERT and DEBORAH H. LAMBERT, husband and wife.

OFFICIAL SEAL
Notary Public, State of West Virginia
AMY R. BENNETT
Bennett-Carney Properties, Inc.
427 KERENS AVE.
ELKINS, WV 25241
My commission expires June 26, 2004

My Commission expires: June 26, 2004

Amy R. Bennett
Notary Public

This Deed prepared, without title examination, by:

Richard H. Talbott, Jr.
BUSCH & TALBOTT, L.C.
Attorneys at Law
P.O. Box 1819
Elkins, WV 26241

amp

MAILED OR DELIVERED TO:
City of Elkins
401 Davis Ave.
Elkins, WV
3-27-97

WEST VIRGINIA, RANDOLPH COUNTY CLERK'S OFFICE: 3/27/97

This instrument was this day presented to me in my office, and thereupon, together with the Certificate thereto annexed, is admitted to record.

Teste: Rosezetta Lloyd Clerk

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	November 16, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1698: Accepting the terms of and authorizing an execution with WENS for a mass notification system
Recommended By:	City Clerk
Summary:	A mass notification system (MNS) is used to automate sending mass texts, emails, and phone calls for public advisories and emergency notifications. Currently, the city is granted access to Randolph County OEM's Nixle service. By approving the attached agreement adopting the WENS mass notification system, the city will increase its control and agility over the platform it uses to send time-sensitive and/or emergency notifications. The WENS platform also offers advanced controls that will increase internal communications capabilities. WENS will also enable us to gather new subscribers even more easily than is currently possible using Nixle.
Fiscal Impact:	$3,250/year subscription cost
Recommendation:	Consider for approval
Attachments:	1. R-1698 - agreement with Inspiron for WENS mass notification system 2. Elkins WV - WENS Service Agreement 2023

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1698)
November 16, 2023

Accepting Conditions of Agreement between Inspiron Logistics and the City of Elkins, and Authorizing Execution of Agreement

---

WHEREAS, The City of Elkins, West Virginia ("City") has previously determined to obtain services for a mass notification system; and,

WHEREAS, the City has received a proposed Agreement with Inspiron Logistics (copy attached) for the provision of such services via a software platform called WENS; and,

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

NOW, THEREFORE, BE IT RESOLVED, THAT:

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

_____
Jerry Marco, Mayor

Attest:

_____
Sutton R. Stokes, City Clerk

SERVICE AGREEMENT

This WENS Service Agreement (this "Agreement") is entered into, by and between Inspiron Logistics, LLC, an Ohio Corporation with its principal office located at 1970 Cleveland-Massillon Road, Bath, Ohio 44210 ("Inspiron Logistics") and City of Elkins ("Customer") with its principal office located at 401 Davis Ave., Elkins, WV 26241 effective as of the 20th, day of November, 2023 ("Effective Date").

1. Scope of Services.

1.1 Services. In consideration for the payment of fees by Customer provided for herein, during the Term, Inspiron Logistics agrees to provide to Customer the following services (collectively, the "Services"):

a) Setup of a WENS Account whereas Inspiron Logistics will use the Master Administration to plug in Customer specific account parameters;

b) Pre-population of "Canned" Meta data which the Customer can elect to use for testing purposes or continue to use well into official product launch;

c) Use of WENS Account; and

d) Provide the Customer training for internal personnel on the WENS Platform and how to best utilize its functionality.

1.2 Updates. From time to time Inspiron Logistics may deploy in its discretion updates, fixes or solutions to problems or bugs in the Platform ("Updates"). Inspiron Logistics shall incorporate and provide the Updates at no additional charge to Customer when and if available.

1.3 Restrictions. Customer shall not (i) assign, transfer, modify, create any derivative work of or private label the Platform, or reverse assemble, decompile, reverse engineer or attempt to derive source code or the underlying ideas, algorithms, structure or organization of the Platform, (ii) alter or copy, or permit a third party to alter or copy, any part of the Platform; (iii) use the Platform to provide service bureau, time sharing, access through a public computer bulletin board or "shareware" distribution process, or other similar services to third parties; or (iv) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the Platform to any third party. In no event shall Customer use or access the Platform except as permitted hereunder.

1.4 Ownership. Inspiron Logistics is and shall remain, the licensee or the owner of the Platform and any related documentation and all related intellectual property including without limitation, all copyright, trade secret, patent, trademarks and other intellectual property rights therein and including any derivative works made during the Term or thereafter ("Inspiron Logistics Property"). No property or ownership right or interest in the Inspiron Logistics Property or any part thereof is granted to Customer by this Agreement, the rights granted hereunder to Customer being solely contractual in nature. Customer hereby assigns to Inspiron Logistics all of its right, title and interest in any such Inspiron Logistics Property. Any and all meta-data contained within the Platform such as (i) individuals' personal information, (ii) private contact information; (iii) system activity or (iv) system inventory is the property of the Customer and is subject to the Freedom of Information Act of 1996 in the event the Customer is a public entity.

2. Account.

2.1 Approval of Account. Inspiron Logistics grants to Customer a worldwide right and license during the Term to send the Content via the Platform to Subscribers on the terms and conditions described herein. Customer will be responsible for ensuring that all Programs and the Content of such Account meet the requirements of this Agreement and any additional Account requirements that Inspiron Logistics may reasonably establish from time to time.

2.2 Customer Responsibilities.

(a) Approvals. Customer shall be responsible for the procurement of any and all licenses, approvals, qualifications, permits or certificates where required in connection with the Account.

(b) Directions. Customer shall promptly provide Inspiron Logistics with such guidelines, provisions or other information (collectively, "Directions") as may reasonably be required by Inspiron Logistics from Customer in order to perform the Services. Inspiron Logistics may rely on any directions provided to it by Customer and shall incur no liability as a result thereof. Inspiron Logistics shall not be required to follow any Directions not made or confirmed in writing.

2.3 Trademarks. Customer hereby grants to Inspiron Logistics a non-exclusive, non-transferable, royalty-free license to use, reproduce, distribute and display the trademarks, service marks and logos of Customer (the "Customer Trademarks") during the Term and solely in connection with the performance of the Services under this Agreement. Inspiron Logistics agrees that all uses of the Customer Trademarks, including the goodwill and reputation associated therewith, will inure to the benefit of Customer.

3. Fees.

3.1 Fees. In consideration for the performance of the Services, Customer shall pay Inspiron Logistics the following fees (collectively, the "Fees"):

(a) Account Set-up Fees: For each Account, in consideration for the set-up services provided by Inspiron Logistics for each Account, Customer shall pay Inspiron Logistics the fee set forth under the heading "Account Set- up Fee" on Schedule A attached hereto.

(b) Annual Account Maintenance Fees For each account, in consideration for the maintenance of Account(s) and management of the account, for each year during the Account Term, Customer shall pay Inspiron Logistics the fee set forth under the heading "Annual Account Maintenance Fee" on Schedule A attached hereto for each account. The Annual Account Maintenance Fee for each year shall be invoiced on an Annual basis and payable on the first day of such year during the Account Term with payment due prior to the start date of the Account or the renewal date.

4. Term.

4.1 Term. The term of this Agreement commences on the Contract Term Date and continues for Three (3) Years thereafter (together with any renewal term, the "Term") as specified in Schedule A. The agreement will automatically renew for each additional year thereafter unless written termination notice is provided from Customer at least 45 days prior to the end of the current year. In the event terms in which Inspiron Logistics is engaged with its vendors to provide service to the Customer changes, an addendum will be created and must require a signature to continue the term of this agreement. In the event either party does not agree with the addendum, this agreement will immediately be terminated.

4.2 Termination. In addition to and as otherwise stated herein, this Agreement may be terminated immediately by either Party upon written notice to the other Party if: (i) the other Party files a petition in bankruptcy or otherwise becomes subject to bankruptcy proceedings, or makes an assignment for the benefit of its creditors; or (ii) the other Party materially breaches its obligations under this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of such breach.

4.3 Effect of Termination. Except for data that is required to be retained by Recipient to comply with applicable laws or governmental regulations, upon any termination or expiration of this Agreement for any reason, each Party shall promptly return the other Party's Confidential Information or to the extent permitted by law destroy it as directed by the owner of the Confidential Information and certify its destruction in writing within ten (10) days. Any Sections that by their nature refer to obligations of a Party applicable beyond the Term, shall survive the expiration or termination of this Agreement. Upon the termination or expiration of this Agreement, the Parties hereto agree that each Party shall immediately cease the utilization of any trademarks of the other.

5. Confidentiality.

5.1 Confidential Information Each party ("Recipient") acknowledges that in the course of Inspiron Logistics performing the Services each party may have access to certain Confidential Information of the Disclosing Party.

5.2 Duties. Recipient shall maintain the Confidential Information as confidential, and will not use it in any way, for itself or for any third party, except as required to achieve the purposes of this Agreement, nor disclose to any third party (except to Recipient's employees, consultants, contractors, attorneys, accountants and other advisors (collectively, "Representatives") who have a need to know such Confidential Information for purposes of Recipient's performance of its obligations under this Agreement and who have been informed of and are obligated to comply with the confidential nature of such information and of the terms of this Agreement). Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of any of Disclosing Party's Confidential Information and to the extent permitted by law will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information, but in no case less than reasonable care.

5.3 Exceptions. The obligations of the Recipient specified in this Section shall not apply to the extent any Confidential Information (i) is known to Recipient prior to receipt from Disclosing Party other than as a result of Recipient's breach of any legal

obligation; (ii) becomes known (independently of disclosure by Disclosing Party) to Recipient directly or indirectly from a source having the legal right to disclose such Confidential Information; (iii) is or becomes publicly known, except through a breach of this Agreement by Recipient; or (iv) is required to be disclosed by Recipient to comply with applicable laws or governmental regulations, provided that Recipient gives Disclosing Party reasonable prior written notice of such disclosure sufficient to permit Disclosing Party to contest such disclosure.

5.4 Ownership of Confidential Information. The Disclosing Party is and shall remain the exclusive owner of Confidential Information and all intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

6. Liability; Warranty.

6.1 Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

6.2 Warranty.

(a) Mutual Warranty. Each party hereby represents and warrants that it (i) has the full power, ownership interests and the right to enter into this Agreement and to grant the rights and licenses contemplated by this Agreement, without the need for any consents, approvals or immunities not yet granted and without any conflict with, breach of or default under its articles of incorporation, bylaws or other charter documents or any contract by which it is bound and (ii) has all required licenses, consents, approvals and permits from any person necessary to perform its obligations under this Agreement.

(b) Inspiron Logistics Warranty. Inspiron Logistics hereby represents and warrants that it shall perform all Services in a good and workmanlike manner. The foregoing shall not be construed as a warranty that the Platform of Services will function without error.

7. Carrier Restrictions/Requirements

7.1 General Carrier Restrictions Customer acknowledges and agrees that (i) one or more Carriers may obligate Inspiron Logistics to require certain commitments and representations from third parties such as the Customer seeking to use such Carriers' services and equipment (ii) Inspiron Logistics may be required to deliver and obtain agreement to terms of use of the Carriers' services and/or one more Carriers' services or equipment from Subscribers, and/or (iii) certain Carriers may place limitations on the type, length, maximum rate of message flow, or other characteristics of Messages that such Carriers will agree to handle at a given time. Inspiron Logistics will provide written notice to Customer of any Carrier terms (including updates thereof from time to time if required by Carriers) that Inspiron Logistics is obligated to require Customer to acknowledge and comply with. Customer will promptly notify Inspiron Logistics if Customer determines that Customer is unwilling to comply or cannot comply with such Carrier's then-current requirements. Customer acknowledges that such noncompliance may result in Inspiron Logistics suspension of its performance of the Services under this Agreement with respect to one or more Carriers or Content. In the event that charges are instituted by the Carrier that are not reasonably acceptable to Customer, Customer may terminate this Agreement by notice to Inspiron Logistics.

7.2 Message Blocking. Customer acknowledges that Carriers reserve the right to investigate any Subscriber complaints alleging a violation by Inspiron Logistics or its content providers (such as the Customer) of a Carrier agreement or violation of requirements imposed by Carriers on Inspiron Logistics and/or its content providers. Customer acknowledges that if a Carrier reasonably believes that Inspiron Logistics has violated such requirements, Carrier may refuse to transmit Messages and may suspend or remove Inspiron Logistics' access to the Carrier network. If Carriers notify Inspiron Logistics of any alleged violation, and Inspiron Logistics does not promptly remedy such violation (for example, by denying access to a Subscriber sending inappropriate messages to other Subscribers), the applicable Carrier may also terminate its agreement concerning access with respect to such Carriers network. Customer further acknowledges that if a Carrier receives a complaint from a customer or a governmental or law enforcement agency ("Outside Complaint") claiming that any Messages are unlawful, obscene, racially or ethnically offensive or depict sexually explicit materials or infringe on the intellectual

property rights of others, the Carrier may notify Inspiron Logistics in writing of such Outside Complaint and, in addition, may suspend such Carrier's connection with Inspiron Logistics until such a time as the complaint has been remedied or otherwise resolved. Inspiron Logistics has agreed to remedy any such complaints as promptly as is commercially reasonable. Customer acknowledges that such remedies may include without limitation removing the recipient of mobile-terminated messages from various participant lists or blocking certain access to the Service. Customer acknowledges that the obligation described in this Section may prevent Inspiron Logistics from performing under this Agreement with respect to such Carriers.

7.3 Damage to Carrier Property. Customer will not use or assist others to use Carrier communications services (or any equipment or network connections used with such services) in any way that damages Carrier property or interferes with or disrupts a Carrier network or subscribers.

7.4 Privacy. Customer acknowledges that Carriers cannot guarantee the privacy of Messages, and accordingly Customer agrees that neither Inspiron Logistics nor the Carriers will be liable to Customer or any other party for lack of privacy or security experienced when using Inspiron Logistics Service. Customer also acknowledges that to the extent permitted by law, Carriers have the right to intercept and disclose any transmissions over their facilities in order to protect their rights or property, including without limitation to protect the efficient operation of their networks or to comply with governmental authorities.

7.5 Carrier Charges. Customer acknowledges that for any Message originated by a Carrier Subscriber and transmitted to Inspiron Logistics or another Carrier Subscriber, the Carrier Subscriber will be charged at the text messaging rate reflected in their rate plan.

7.6 No liability for actions by Carriers. Customer acknowledges and agrees that, with respect to Carrier communications services: (a) one hundred percent of the Messages may not be delivered; and (b) neither Inspiron Logistics nor any Carrier will be liable to Customer for any Messages deleted or not delivered, regardless of the reason for deletion or non-delivery including, without limitation, message processing or transmission errors. Neither Inspiron Logistics nor any Carrier makes any representations or warranties regarding the quality, reliability, timeliness or security of the carrier communications services or that they will be error-free, interrupted and free from unauthorized access or that all messages will be delivered.

7.7 Notwithstanding any language to the contrary contained herein, Inspiron Logistics and Carrier agree to comply with statutes relevant to the receipt and handling of personal information.

8. Miscellaneous.

8.1 Technical Terms. Each word and abbreviation which has a technical or trade meaning is used in this Agreement in accordance with such recognized meaning.

8.2 Currency. Unless otherwise stated, all dollar amounts referred to in this Agreement are in United States dollars.

8.3 Remedies Cumulative. Unless expressly stated herein, all rights and remedies of a Party under this Agreement are in addition to the Party's other rights and remedies and are cumulative not alternative.

8.4 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without taking into account its principles on conflicts of law. The Parties irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Summit County for any litigation arising under this Agreement. A Party seeking a remedy or relief (including injunctive or other similar equitable relief) shall not be required to post a bond or other security for costs as a foreign plaintiff or defendant, as the case may be, in any jurisdiction or venue in which the mitigation may arise under this Agreement.

8.5 Notices. All notices required or desired to be delivered or served pursuant to this Agreement may be delivered and served by electronic mail, personal delivery or by pre- paid, first class mail addressed to the intended recipient Party at their eitherthe respective addresses first written above or the electronic mail address listed below, or at such other address as may have been designated in accordance with the provisions of this paragraph. Notice is effective on receipt.

8.6 No Partnership. Nothing in this Agreement is intended or will be construed as creating a relationship of joint venture, partnership or employment between the Parties hereto and each of the Parties specifically acknowledges and agrees that their relationship is and shall be solely as independent contractors. Neither Party shall hold itself out contrary to the terms of this Agreement, and neither Party shall become liable for the representation, act or omission of the other Party contrary to the provisions hereof.

8.7 No Waiver. A waiver by either of the Parties of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof whether of the same or similar nature. No course of dealings or continuing conduct of either Party shall constitute a waiver of or amendment to any provision hereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either of the Parties.

8.8 Severance. If any provision of this Agreement, or part thereof, is held by a court of competent jurisdiction to be void or enforceable it shall be deemed to have been severed from the Agreement and the remainder of the provisions of this Agreement shall thereafter continue in full force and effect to the extent permitted by law.

8.9 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters contained herein and supersedes all previous discussions, negotiations, understandings, expectations, representations and agreements between the Parties regarding the subject hereof, except those expressly set forth herein.

8.10 Amendment. No modification, alteration or amendment of this Agreement shall be valid or binding unless in writing and signed by both Parties.

8.11 Assignment. Subject to the following sentence, neither Party may assign its rights and obligations under or transfer any of interest in the Agreement without prior consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement or transfer any of its interests to any affiliate of such Party, to a purchaser of all or substantially all of such Party's assets, to a successor in interest of such Party or as part of a corporate reorganization, consolidation or merger. This Agreement and each of the provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors, administrators and permitted assigns.

8.12 Further Assurances. The Parties agree to do and perform and cause to be done and performed such further and other acts and things as may be reasonably necessary or desirable in order to give full force and effect to this Agreement.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

INSPIRON LOGISTICS LLC	**City of Elkins**
By:	By:
Name: Scott Dettling	Name:
Title: Managing Partner	Title:

INSPIRON LOGISTICS
Communications Management Platform

SCHEDULE A

1. Contract Term Date:

Year 1: 10/20/2023 – 10/19/2024

2. Account Set-up Fee: (waived)

3. Total Combined Account Maintenance Fee and Payment Due Dates

Year 1: $ 3,250 (10/20/2023 – 10/19/2024)

- ***Package includes Unlimited Voice, SMS, email, desktop alerts, & paging.***
  (Daily alerts such as Road Closures, Traffic, etc. are not allowed)

The contents of this material are confidential and proprietary to Inspiron Logistics LLC and may not be reproduced, published or disclosed to others without the prior written consent of Inspiron Logistics LLC.

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	November 16, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1699: Accepting the terms of and authorizing an execution with Docusign for e-signature and document management software
Recommended By:	Human Resources and Administrative Officers
Summary:	The city's lack of electronic signature and document routing and management capabilities wastes time, complicates obtaining required approvals, and results in records that can be misplaced. With DocuSign, staff will be able to obtain legally valid electronic signatures and more efficiently route and locate important agreements and other documents.
Fiscal Impact:	$4,500/year subscription
Recommendation:	Consider for approval
Attachments:	1. R-1699 - agreement with DocuSign 2. City of Elkins - NewCo__DocuSign Order Form FX2_2023-11-09

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1699)
November 16, 2023

Accepting Conditions of Agreement between DocuSign and the City of Elkins, and Authorizing Execution of Agreement

---

WHEREAS, The City of Elkins, West Virginia ("City") has previously determined to obtain services for an electronic agreements and document management system; and,

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

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

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby accepts the terms of and authorizes execution of this Agreement with DocuSign by Melissa Washington on behalf of the City of Elkins, after approval of said Agreement by the City Attorney.

_____
Jerry Marco, Mayor

Attest:

_____
Sutton R. Stokes, City Clerk

DocuSign

DocuSign, Inc.
221 Main Street, Suite 1550
San Francisco, CA 94105

Offer Valid Through: Nov 17, 2023
Prepared By: Alejandro Gallardo
Quote Number: Q-01328334

ORDER FORM

Address Information

Bill To:
City of Elkins
401 Davis Ave Rm 102,
Elkins, WV, 26241
United States

Billing Contact Name:
Melissa Washington
Billing Email Address:
mwashington@cityofelkinswv.com
Billing Phone:
+13046361414 ext. 1215

Ship To:
City of Elkins
401 Davis Ave Rm 102,
Elkins, WV, 26241
United States

Shipping Contact Name:
Melissa Washington
Shipping Email Address:
mwashington@cityofelkinswv.com
Shipping Phone:
+13046361414 ext. 1215

In Process

Order Details

Order Start Date: Nov 17, 2023
Order End Date: Nov 16, 2024
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Currency: USD

Products

Product Name	Subscription No.	Start Date	End Date	Quantity	Net Price
eSignature Business Pro Edition - Envelope Subs.	SUB-2753070-1	Nov 17, 2023	Nov 16, 2024	1,000	$3,638.40
Silver Success Pack: Support Services	SUB-2753070-1	Nov 17, 2023	Nov 16, 2024	1	$384.64
Silver Success Pack: Adoption Services	SUB-2753070-1	Nov 17, 2023	Nov 16, 2024	1	$134.62
Silver Success Pack: Campus Pass Individual	SUB-2753070-1	Nov 17, 2023	Nov 16, 2024	1	$134.62
SMS Delivery - US/CAN	SUB-2753070-1	Nov 17, 2023	Nov 16, 2024	1,000	$208.00

Grand Total: $4,500.28

Product Details

eSignature Envelope Allowance: 1,000

Overage/Usage Fees

eSignature Business Pro Edition - Envelope Subs. (Per Transaction): $5.80
SMS Delivery - US/CAN: $0.50

Order Special Terms

For clarification, DocuSign has provided a discount on the eSignature Business Pro Edition line item as a one-time courtesy.

Terms & Conditions

This Order Form covers the DocuSign products and services described herein and is governed by the DocuSign Master Services Agreement available online at https://www.docusign.com/legal/terms-and-conditions/msa/pub-sec and the applicable Service Schedule(s) and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules.

Your initial Onboarding project should be completed within the first 90 days of your contract start date, with post-onboarding guidance to follow as appropriate.

Each DSU Campus Pass Individual Subscription includes the following benefits over a 12-month period: 1) Access to all public, instructor-led DSU classroom courses for 1 named user; and 2) Access to curated Learning Plans to support enablement. The named administrator on the Customer record will be the named individual on the Campus Pass Individual Subscription.

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?
Please select Yes or No:
If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@erp.docusign.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order ("PO") required for the purchase or payment of the products on this Order Form?

Please select: Yes No

By marking "No", Customer agrees to process payment for any invoices issued pursuant to this Order Form without a PO Number.

If yes, please complete the following information, and attach your PO (if available), and the invoice will be issued referencing such PO Number:

PO Number:

Please attach PO Attachment here:

In Process

If "Yes" is marked, but a PO Number is not provided or a PO document is not attached, then Customer agrees to provide the PO information or PO document to DocuSign at its earliest convenience by sending to POSubmission@docusign.com referencing this Quote Number, but agrees to still process payment per the agreed upon terms.

If Customer has attached a PO (or other document) to this Order Form, Customer acknowledges and agrees that any additional or conflicting terms appearing in such PO (or any other document) are invalid.

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer		**DocuSign, Inc.**	
Signature:		Signature:	
Name:	Melissa Washington	Name:	AOA
Job Title:		Job Title:	
Date:		Date:	

DocuSign Envelope ID: BCD4AA98-506B-43BC-BD0A-FA72082AB4DA

In Process

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	November 16, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1700: Authorizing the Creation of Fund #026 – Opioid Settlement Funds, and the Opening of a Bank Account for the Purpose of Administering the Fund
Recommended By:	Treasurer
Summary:	Resolution authorizes the City Treasurer to open a bank account for revenues related to the opioid settlement from the WV First Foundation. **Per the W. Va. State Auditor's Office:** To account for the revenues that municipalities expect to receive from the opioid lawsuits through the WV Attorney General's office, we have created a new fund in the Municipal Uniform Chart of Accounts. **Fund 026 – Opioid Settlement** Your Municipal Council must also open up a new bank account to accompany this fund. Both the creation of the fund and opening of the bank account must be approved by the Council in a public meeting. The bank account should be interest-bearing, and any interest earned will remain in the fund and be subject to the same restrictions as the other revenues in the fund. This fund is a governmental fund and therefore the account requires 2 signatures. Invoices must be approved by council in a public meeting, as they are with invoices for all other municipal governmental funds. To record these revenues, you will use account #367 "Other Grants". The expenditure accounts utilized will be based on the decisions made by the Council when these funds are used. Municipalities should refer to the Municipal Uniform Chart of Accounts when making these decisions.

CITY OF ELKINS
AGENDA ITEM REPORT

	There will be reporting requirements to the WV First Foundation. Those requirements are to be issued by the foundation at a future date.
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. R-1700 - Authorizing the Creation of Fund #026 – Opioid Settlement Funds

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1700)
November 16, 2023

Authorizing the Creation of Fund #026 – Opioid Settlement Funds, and the Opening of a Bank Account for the Purpose of Administering the Fund

---

WHEREAS, West Virginia Code Section Two, Article Nine, Chapter six (§6-9-2) authorizes the State Auditor ("Auditor"), as Chief Inspector, to formulate, prescribe and install a system of accounting for local governments; and,

WHEREAS, West Virginia Code Section Two, Article Nine, Chapter six (§6-9-2) also charges the Auditor the responsibility of overseeing and conducting audits on local governments; and,

WHEREAS, Opioid Settlement monies recently received by the State of West Virginia shall be administered and disbursed to local jurisdictions by the WV First Foundation; and,

WHEREAS, the Auditor has directed that these funds must be accounted for as follows:

1. A new special revenue fund (FUND #021 – Opioid Settlement Funds) is to be established by the City of Elkins, West Virginia ("City"); and,
2. A separate, interest-bearing, two-signature bank account is to be created by the City to accompany this fund, with any interest earned to remain in this account, subject to the same restrictions as other revenues in this fund; and,
3. Revenues received by this fund are to be recorded using Account #367 – "Other Grants"; and,
4. Documentation supporting disbursements from this fund must be maintained in accordance with all applicable laws, rules, and regulations, including any additional stipulations imposed by the WV First Foundation; and,
5. The City of Elkins must comply with reporting requirements to be imposed by the WV First Foundation later; and,

WHEREAS, the Treasurer of the City of Elkins is required by City Code to administer the funds of the City held for various purposes in accounts established at financial institutions; now**, therefore, be it**,

RESOLVED, that the Treasurer is authorized to establish Special Revenue Fund #021 – Opioid Settlement Funds and to open a separate, interest-bearing bank account for the City of Elkins to administer all Opioid Settlement Funds received.

_____ _____

Attest: Sutton Stokes, City Clerk Jerry A. Marco, Mayor

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	November 16, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1701: FY 2024 budget revisions in the Fire Department Fund and the Sanitation Fund
Recommended By:	
Summary:	Proposed FY 2024 budget revisions in the Fire Department Fund and Sanitation Fund • Fire Department Fund: Transfers $375,295.03 in FY 2023 carryover funds for personnel expenses and capital outlay for equipment. • Sanitation Fund: Transfers $217,593 within the department for building equipment and rents, capital outlay for equipment, and personnel costs.
Fiscal Impact:	Transfers previously budgeted funds within departments.
Recommendation:	Consider for approval
Attachments:	1. R-1701 - FY 2024 Fire Department Fund and Sanitation Fund Budget Revision #1 2. FY 2024 fire budget revision 1 3. FY 2024 sanitation budget revision 1

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1701)
November 16, 2023

Resolution to Approve FY 2024 Fire Department Fund Budget Revision #1 and FY 2024 Sanitation Fund Budget Revision #1

WHEREAS, the City of Elkins has previously prepared and submitted its Fire Department Fund Budget and Sanitation Fund Budget for the Fiscal Year 2024; and,

WHEREAS, it has become necessary to make a revision to said Budgets; and,

WHEREAS, FY 2024 Fire Department Fund Budget Revision #1 and FY 2024 Sanitation Fund Budget Revision #1 (copies attached) transfer funds as shown;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Common Council of the City of Elkins hereby approves:

- FY 2024 Fire Department Fund Budget Revision #1
- FY 2024 Sanitation Fund Budget Revision #1

_____
Jerry Marco, Mayor

Attest:

_____
Sutton R. Stokes, City Clerk

Fire Budget Revision

Revision Number 1

Revenues

Fund	Department	Transfer From/Description	Amount
036	000-Revenues	299-0000 Carryover	$375,295.03
TOTAL			$375,295.03

Department	Transfer To/Description	Amount
000-Revenues		
		$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
036			
TOTAL			$0.00

Department	Transfer To/Description	Amount
706	104-0000 FICA Expense	$25,000.00
706	105-0000 Group Insurance	$15,000.00
706	107-0000 Pensions Paid	$37,207.00
706	459-0000 Capital Outlay Equipment	$298,088.03
		$375,295.03

Admin. Signature: _____

Date: 11/9/23

Sanitation Budget Revision

Revision Number 1

Revenues

Fund	Department	Decrease	Amount
404	000-Revenues		
TOTAL			$0.00

Department	Increase	Amount
000-Revenues		
		$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
404	800-Sanitation	230-0000 Contracted Services	$177,393.00
	800-Sanitation	457-0000 Capital Outlay Buildings	$35,000.00
	802-Admin & General	226-0001 G/L Insurance & Bonds	$5,200.00
TOTAL			$217,593.00

Department	Transfer To/Description	Amount
800-Sanitation	219-0000 Buildings & Equipment & Rents	$12,600.00
800-Sanitation	459-0000 Capital Outlay Equipment	$189,793.00
802-Admin & General	104-0000 FICA Expense	$2,000.00
802-Admin & General	105-0000 Group Insurance	$4,200.00
802-Admin & General	226-0000 W/C Insurance	$9,000.00
		$217,593.00

Admin. Signature:_____

Date:_____

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	November 16, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1702: Approving FY 2024 General Fund state budget revision #3
Recommended By:	
Summary:	Interdepartmental budget revision within the General Fund.
Fiscal Impact:	Accounts for receipt of $45,000 in Federal Government Grants and $113,074 in State Government Grants.
Recommendation:	Consider for approval
Attachments:	1. FY 2024 state budget revision #3

LGSD BR (Ver. 2020)

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

REQUEST FOR REVISION TO APPROVED BUDGET

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

CONTROL NUMBER
Fiscal Year Ending: 2024
Fund: 1
Revision Number: 3
Pages: 1 of 1

City of Elkins
GOVERNMENT ENTITY

401 Davis Ave.
STREET OR PO BOX

Elkins — CITY
26241 — ZIP CODE

Municipality
Government Type

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

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
365	Federal Government Grants		45,000		45,000
366	State Government Grants		113,074		113,074
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 158,074

Explanation for Account # 378, Municipal Specific:

Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
404	State Grants		113,074		113,074
429	Clearing		250		250
435	Regional Development Authority	8,000		26	7,974
440	City Hall	512,025	45,000	224	556,801
699	Contingencies*	378,586		27,722	350,864
700	Police Department	1,461,892	27,722		1,489,614
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures 158,074

APPROVED BY THE STATE AUDITOR

BY:
Deputy State Auditor, Local Government Services Division **Date**

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL *DATE*

Fire Budget Revision

Revision Number 1

Revenues

Fund	Department	Transfer From/Description	Amount
036	000-Revenues	299-0000 Carryover	$375,295.03
TOTAL			$375,295.03

Department	Transfer To/Description	Amount
000-Revenues		
		$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
036			
TOTAL			$0.00

Department	Transfer To/Description	Amount
706	104-0000 FICA Expense	$25,000.00
706	105-0000 Group Insurance	$15,000.00
706	107-0000 Pensions Paid	$37,207.00
706	459-0000 Capital Outlay Equipment	$298,088.03
		$375,295.03

Admin. Signature: _____

Date: 11/9/23

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	November 16, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1703: Ratification of Second Industrial Access Road program agreement between West Virginia Division of Highways, Randolph County Development Authority, and City of Elkins for road work related to the RCDA's industrial park expansion
Recommended By:	Municipal Properties Committee
Summary:	As part of the Randolph County Development Authority's expansion of the Industrial Park, the city is being asked to transfer certain public rights of way to W. Va. DOH as a requirement for RCDA to receive DOH funding for work constructing an entry road to the new section. Council approved an identical agreement in May 2023 (Resolution 1645). As with that agreement, this one provides that the City will transfer these specific parts of public roadways via a special warranty deed to the DOH without compensation. After completion of the project and acceptance by the DOH, it will, at no cost to the City, provide snow removal and ice control.
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. FY24 Grant Agreement - DOH Signed 2. R-1703 - second Industrial Access Grant for River Bend Road

WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
AGREEMENT
RANDOLPH COUNTY INDUSTRIAL PARK
INDUSTRIAL ACCESS ROAD
RANDOLPH COUNTY

THIS AGREEMENT, executed in triplicate, made and entered into this _____ day of _____, 20_____, by and between the West Virginia Department of Transportation, Division of Highways, hereinafter called "Division," the Randolph County Development Authority, 10 11th Street, Suite A, Elkins, West Virginia 26241, hereinafter called "RCDA," and the City of Elkins, a West Virginia municipality, 401 Davis Avenue, Elkins West Virginia 26241, hereinafter called "City,"

WITNESSETH that,

WHEREAS, RCDA desires the participation of Division in the implementation of an Industrial Access Road project that will provide access for the Randolph County Industrial Park (hereinafter "Park") in Elkins, Randolph County; and

WHEREAS, RCDA has submitted an Industrial Access Road application and has provided assurance to the extent practicable that industrial investment is to occur, and the Randolph County Commission has, by resolution dated April 24, 2023, endorsed and supported the construction of said Industrial Access Road project; and

WHEREAS, Division considers it to be in the public interest to participate in this project, which furthers economic development in West Virginia and promotes a safe and efficient transportation system, and has approved the use of Fiscal Year 2024 Industrial Access Road funds;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

I. RCDA is to submit for Division's review and approval appropriate construction plans and related documents, which collectively are referred to as the "Plans," for the performance of work that will be implemented through RCDA and for which Division will utilize Industrial Access Road funds to reimburse, to a maximum amount specified in this Agreement, actual eligible expenses incurred by RCDA. The scope of RCDA's work, as it pertains to the State Highway System and which hereinafter is called "IAR Project," is to consist primarily of, but is not necessarily limited to, the modification of approximately 0.04 miles of existing roadway ("Riverbend Park Road") currently under the jurisdiction of the City, and construction of a new roadway extending approximately 0.02 mile from Riverbend Park Road to a dead end near the railroad owned by the West Virginia Division of Multimodal Transportation Facilities adjacent to the Park. The rail crossing will be constructed concurrently with the roadway improvements with conduit placed under rail line for any future signalization required by the railroad. Division reserves the right to require RCDA to conduct, at RCDA's expense, prior to construction of Project, a public informational meeting regarding IAR Project.

II. As part of submission of Plans, RCDA shall provide Division with site plans identifying grading, drainage, access, lot layout, utilities, signing and other pertinent features of the Park. Any signing associated with Park and its tenants shall conform to Division's guidelines and with all pertinent outdoor advertising rules and regulations.

III. The Plans are subject to the review and approval of Division and are to be developed, to the extent practicable, in accordance with Division's current Design Directives, criteria, and guidelines. Division's approvals, if given, shall be in writing.

IV. For IAR Project, RCDA shall secure the approvals and/or permits, if any, required by other governmental agencies, and shall comply with all applicable Federal, State, and local environmental laws and regulations. Prior to any reimbursement by Division of any construction costs incurred by RCDA for IAR Project, RCDA shall furnish Division with acceptable documentation of such approvals, permits, and compliance. RCDA shall be responsible for coordinating with and obtaining any necessary approvals from the West Virginia Division of Multimodal Transportation Facilities concerning work pertaining to the railroad adjacent to Park.

V. The implementation of IAR Project will necessitate additional right-of-way and possibly other easements to be obtained by Division. All right-of-way and any easements necessary for IAR Project shall be clearly indicated on RCDA's Plans. RCDA may be required to submit for Division's approval separate Right-of-Way plans that would be prepared in accordance with Division's Design Directives. RCDA shall verify, as part of the development of Right-of-Way plans, ownership of the surface rights and interest sufficient for public highway purposes pertaining to all properties from which additional right-of-way and easements are to be conveyed.

A. City shall convey to Division Riverbend Park Road between CR 219/34 and the intersecting point of the proposed new roadway to be constructed as part of IAR Project. City agrees to convey to Division, waiving its right to payment of just compensation in eminent domain for all property and property interests conveyed, as well as for all damages to the abutting property not conveyed, from City's property the additional right-of-way and any necessary easements including, without limitation, rights of subjacent and lateral support, as indicated on the Plans, free and clear of all encumbrances with covenants of a special warranty unless otherwise agreed by Division, and subject to the approval of the West Virginia Board of Public Works (hereinafter the "WVBPW").

B. As necessary for IAR Project, RCDA shall obtain, in RCDA's name and in accordance with Division's acquisition procedures and regulations, any right-of-way or other easements from any other property. RCDA agrees to convey to Division, waiving its right to payment of just compensation in eminent domain for all property and property interests conveyed, as well as for all damages to the abutting property not conveyed, from RCDA's property the additional right-of-way and any necessary easements including, without limitation, rights of subjacent and lateral support, as indicated on the Plans, free and clear of all encumbrances with covenants of general warranty unless otherwise agreed by Division, and subject to the approval of the West Virginia Board of Public Works (hereinafter the "WVBPW").

C. In the event the WVBPW does not approve the donation by RCDA or by City to Division and instead requires that RCDA or City be compensated for the right-of-way, Division then may utilize, subject to written concurrence of the RCDA, whatever amount of Industrial Access Road funds approved by Division for IAR Project is necessary for Division to acquire, in Division's name and in accordance

with Division's acquisition process, the right-of-way or easements necessary for IAR Project that otherwise would have been conveyed to Division by RCDA or City. Any cost incurred by Division for appraisals or residential relocations that may be necessary in this event shall be paid utilizing the Industrial Access Road funds approved by Division for the IAR Project. Division shall notify RCDA if Division's total cost of acquisition of right-of-way, including any cost to obtain appraisals, is expected to exceed three hundred thousand dollars ($300,000.00).

VI. Prior to reimbursement by Division to RCDA of more than one hundred thousand dollars ($100,000.00) for construction costs associated with IAR Project and prior to Division's acceptance of construction of IAR Project and release by Division of any bond that may be provided by RCDA as part of the issuance by Division of an encroachment permit, RCDA and City shall convey to Division the right-of-way and any easements necessary as described in Paragraph V. of this Agreement.

VII. RCDA is to provide for Division's review and approval appropriate legal descriptions and plats, prepared in accordance with Division's Design Directives, necessary for the conveyance to Division of right-of-way. After the legal descriptions and plats have been approved by Division, Division then shall prepare and cause to be recorded appropriate conveyance documents in the Office of the Randolph County Clerk.

VIII. Prior to construction of IAR Project, RCDA shall be responsible for ensuring that all necessary relocation or adjustment of utilities associated with IAR Project is completed. Division shall bear none of the cost of such relocation or adjustment, or installation of any new utility within Park. All utility work within Division's right-of-way shall be performed in accordance with the West Virginia Division of Highways manual entitled, *Accommodation of Utilities on Highway Right of Way and Adjustment and Relocation of Utility Facilities on Highway Projects, June 2007*, or later version.

IX. RCDA may install utilities as part of construction of IAR Project, however RCDA shall be responsible for all utility costs for such construction and Division shall have no financial obligation for the cost of utility installation. If RCDA installs or allows to be installed any such utility prior to acquisition by Division of the right-of-way associated with IAR Project, Division shall have no financial obligations or liability regarding any relocation of such utility that may be necessary in the future, nor any liability in eminent domain or otherwise for any taking of or damage to the RCDA's facilities, and RCDA agrees that RCDA shall be entirely responsible for such financial obligations, including any cost of design/engineering, construction, inspection, traffic control and any other activities necessary for such relocation. All occupancy of Division's right-of-way must be in accordance with the Division's policies and rules governing accommodation of utilities, except as may be provided in this Agreement.

X. After receipt of Division's written approval of the Plans pertaining to IAR Project, after RCDA obtains from Division any necessary encroachment permit, and after Division provides to RCDA authorization to proceed with construction and related work, RCDA then shall administer the construction of IAR Project in the manner that follows.

A. RCDA shall advertise a construction contract for competitive bid, which contract shall include provisions regarding the payment by RCDA of any applicable State or Federal prevailing wage rates and conformance with the West Virginia Jobs Act.

B. RCDA shall accept and open bids.

C. After opening bids, RCDA shall provide to Division a summary of the bids received, the RCDA's engineer estimate, and the RCDA's recommended award of the construction contract.

D. After obtaining Division's concurrence with RCDA's proposed award of the construction contract, RCDA then may, if desired, award and administer the construction contract for IAR Project.

XI. For IAR Project, RCDA shall provide construction inspection and materials acceptance. RCDA shall provide to Division, as part of RCDA's submission of invoices for reimbursement, copies of all daily inspection reports and copies of materials certifications corresponding to the work performed for which the RCDA requests reimbursement for IAR Project.

XII. Division's authorization to proceed is contingent upon receipt of any Federal Highway Administration approval and authorization that may be required and upon RCDA's compliance with all stipulations and requirements set forth herein.

XIII. RCDA, and its Contractors and Subcontractors, shall furnish evidence of having at least the minimum amounts of insurance required of the Contractor in Section 103.7 through and including Section 103.7.4 of the *West Virginia Division of Highways, Standard Specifications, Roads and Bridges, Adopted 2023* (hereinafter the "Standard Specifications"), and supplements thereto for any work arising from, relating to or pertaining to, in any way, the IAR Project. RCDA shall require that its Contractor(s) and Subcontractor(s) have current West Virginia contractor's licenses and are authorized by the West Virginia Secretary of State to conduct business in West Virginia. The RCDA shall name the Division as an additional insured on all policies of insurance required by the Standard Specifications, except for worker's compensation. The RCDA shall require that its Contractor(s) and Subcontractor(s) shall name the Division as an additional insured on all policies of insurance, except worker's compensation.

XIV. Funding for IAR Project shall be provided and administered in the manner that follows.

XV. The maximum amount payable by Division as set forth in the May 5, 2023 Agreement is hereby increased by four hundred thousand dollars ($400,000.00), from two hundred eighty thousand dollars ($280,000.00) to six hundred and eighty thousand dollars ($680,000.00). Commission shall be responsible for one hundred percent (100%) of all costs in excess of six hundred and eighty thousand dollars ($680,000.00).

A. RCDA initially shall bear the cost of IAR Project. Upon submission by RCDA to Division of properly documented invoices that clearly identify the actual cost incurred by RCDA for construction of IAR Project, which invoices shall include copies of payments made by RCDA to its IAR Project consultant (associated only with construction) or Contractor, Division then shall reimburse RCDA for the actual eligible construction costs of IAR Project. Division shall reimburse RCDA no more than one hundred thousand dollars ($100,000.00) until the conveyance to Division of all right-of-way and easements associated with IAR Project is complete, subject to the provisions of Paragraph V. of this Agreement.

B. RCDA may submit invoices for reimbursement at any time during IAR Project construction, but no more frequently than monthly. RCDA shall clearly indicate Final Invoice, when appropriate.

C. For IAR Project, Division shall have no financial responsibility for the cost associated with:

1. utility installation, relocation, or adjustment.

2. acquisition of right-of-way or easements, unless Division purchases right-of-way subject to the provisions of Paragraph V. of this Agreement.
3. site development associated with industrial or other parcel(s) within or adjacent to Park.
4. preparation of Plans for IAR Project.
5. construction that is performed prior to receipt by RCDA of written approval of and notice to proceed from Division.
6. any construction activities that are performed by any entity not procured through appropriate competitive bidding.
7. any cost that is not an allowable use of the Industrial Access Road Fund pursuant to the provisions of West Virginia Code Chapter 17, Article 3A.

D. At the time of application for IAR funds, RCDA identified total qualified industrial investment of nine hundred fifty-seven thousand five hundred dollars ($957,500.00) for IAR Project. Prior to advertisement by Division of a construction contract for IAR Project, RCDA shall submit to Division a surety acceptable to Division in the amount of one hundred eighty-four thousand two hundred fifty dollars ($184,250.00) with corporate surety licensed to do business in the State of West Virginia and approved by Division. This surety shall be conditioned upon RCDA, within five (5) years of the date Division opens to public travel the new roadway constructed under the terms of this Agreement, constructing or having constructed an industrial site, as described in Chapter 17, Article 3A of the West Virginia Code, acceptable to Division, that would constitute an additional total qualified investment within the property served by the new roadway amounting to one million eight hundred forty-two thousand five hundred dollars ($1,842,500.00), which is over and above the present nine hundred fifty-seven thousand five hundred dollars ($957,500.00) investment, as ascertained by financial records. If no industrial site acceptable to Division is constructed and the required total qualified investment is not fulfilled within the period specified, then the surety shall be proportionally forfeited based on the ratio that the total investment within said five (5) years bears to the required two million eight hundred thousand dollar ($2,800,000.00) total qualified industrial investment.

XVI. Any construction Change Order that will increase the cost of IAR Project, or any proposed revision of Plans, must be approved by Division prior to the performance of any work associated with such Change Order or any revision to the Plans.

XVII. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

A. the validity or enforceability in that jurisdiction of any other provision of this Agreement; or

B. the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

XVIII. To the fullest extent permitted by law, RCDA at all times does, and shall, assume all risks of damage to its property, and property of others, and injury or death to all persons (including, but not limited to, any employee or agent of RCDA, Contractor or Subcontractor) resulting directly, indirectly or otherwise by (a) the actions or omissions of RCDA, any Contractor or any Subcontractor, or their respective agents and employees, (b) by any condition of the property, (c) by any failure of RCDA, any Contractor or any Subcontractor, or their respective agents and employees, to comply with any applicable law, rule, regulations or order of any governmental authority, or to comply with any provision of this Agreement, or (d) by any other cause related to performance of work

hereunder by RCDA, RCDA's Contractor, or RCDA's Subcontractor, including maintenance of the roadway or failure to maintain the roadway as required by this Agreement. RCDA hereby acknowledges that the allocation of risk set forth in this provision of the Agreement is a part of the consideration to be provided to Division by RCDA for performance of this Agreement.

XIX. Division may terminate this Agreement upon thirty (30) days' written notice to RCDA. Upon termination, Division shall be liable only for payment in accordance with the terms of this Agreement for work performed or costs irrevocably obligated prior to the effective date of termination.

XX. Division shall have the right to make reasonable use of RCDA's property and City property for purposes of ingress and egress at the site as may be necessary for Division's periodic review of IAR Project.

XXI. RCDA shall properly maintain the new roadway section until such time Division accepts construction of the IAR Project. After acceptance by Division of the construction of IAR Project, RCDA shall have no authority over or any maintenance responsibility for the new roadway to be constructed under the terms of this Agreement. After completion of the IAR Project, Division agrees to provide, at no cost to City, snow removal and ice control along Riverbend Park Drive.

XXII. RCDA shall ensure that pavement markings and signing in conformance with the current Manual on Uniform Traffic Control Devices are installed and adequately maintained along all non-Division roadways open to the public within Park for as long as any portion of Park is occupied. RCDA shall address to the satisfaction of Division issues pertaining to Park that Division notifies RCDA represent a public safety or traffic operation concern.

XXIII. This Agreement shall be binding upon the successors and assigns of each party hereto. This agreement may not be assigned without the prior written consent of Division.

XXIV. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

XXV. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

XXVI. Any resolution of the RCDA or City Council necessary to authorize compliance with the terms of this Agreement is attached hereto. In the absence of any such attached resolution, the duly authorized officer by whose signature RCDA and City enter this Agreement warrant that no such resolution is necessary.

XXVII. This Agreement is entered in and shall be construed in accordance with the laws of the State of West Virginia.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

_____

By: Jimmy Wriston, P. E.
Secretary of Transportation/
Commissioner of Highways

APPROVED AS TO FORM THIS
12 DAY October, 2023,
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION
DIVISION OF HIGHWAYS

Jan C Walker 23/0038
Legal Division Contract No.

RANDOLPH COUNTY
DEVELOPMENT AUTHORITY

_____
(*signature*)
By: _____
(*printed name*)
Title: _____
(*printed title*)

CITY OF ELKINS

_____
(*signature*)
By: _____
(*printed name*)
Title: _____
(*printed title*)

(To be executed in triplicate)

Distribution: Master File
RCDA
City

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1703)
November 16, 2023

Grant Request of Randolph County Development Authority for the City to Agree to the Transfer of Responsibility for Portions of Industrial Park Road and Riverbend Park Road to the West Virginia Division of Highways

WHEREAS, the Randolph County Development Authority ("RCDA") in October, 2021 purchased a tract of land, approximately 74 acres, from the I.O.O.F. which tract was recently annexed into the City; and

WHEREAS, the RCDA is in the process of developing an entrance to said tract of land from Riverbend Park Road, requiring a railroad crossing and upgrades to Riverbend Park Road; and

WHEREAS, the RCDA is seeking funding through a grant for these infrastructure improvements and the eligibility for the grant for the new infrastructure is contingent upon the infrastructure being connected to the State highway system; and

WHEREAS, Resolution #1645, passed on May 20, 2023, by Common Council approved a similar agreement and authorized Mayor Marco to sign the necessary documents; and

WHEREAS, the RCDA is requesting again that the City of Elkins agree to transfer responsibility for portions of the Industrial Park Road and Riverbend Park Road to the West Virginia Division of Highways as it did by Resolution #1645, which requested approval will further the RCDA's efforts towards funding (see the attached Agreement); and

WHEREAS, it appears that granting the request of the RCDA to further its plan for the expansion of the Industrial Park is in the best interests of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Common Council approves the request of the RCDA as reflected in the attached Agreement and authorizes Mayor Marco to execute any documents needed in furtherance of the RCDA request.

_____ _____

Attest: Sutton R. Stokes, City Clerk Jerry A. Marco, Mayor

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	November 16, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Changes to downtown sound system policy
Recommended By:	Clerk
Summary:	Proposal for city to assume responsibility for downtown holiday music program each year, forgoing $40/day charge to outside organization. See attached memo for more information.
Fiscal Impact:	Eliminates $1,200 in revenue ($40/day for 30 days). City must purchase music performance rights licensing from BMI and ASCAP (approximately $700/year). City will also subscribe to an app for automated scheduling of music at a cost of around $600/year. See attached memo for more information.
Recommendation:	Consider for approval.
Attachments:	1. Memo - changes to downtown sound system - 2023_11_14

Memo

To: Elkins City Council & Mayor

From: Sutton Stokes, City Clerk

Date: November 15, 2023

Re: Recommendation concerning downtown holiday music program

Thanksgiving is on the horizon, with the winter holidays just around the corner. For many people, this is supposed to be “the most wonderful time of the year.” But for city staff, it signals the kickoff to another, much less pleasant, annual tradition: managing disputes over the terms of using the downtown sound system. Bah, humbug!

For some time, there has been an annual tradition of playing holiday music over the downtown sound system from Black Friday until Christmas. Under council’s current rules, this music is played by an outside organization, using its own equipment, at a daily cost of $40 (total: $1,200). This organization must also purchase licenses to play copyrighted music in a public setting (annual cost: $600).

The sound system cost about $17,000 to install, and community stakeholders originally agreed that it was reasonable for the city to charge the $40 fee to attempt to recoup some of this cost. Nonetheless, every year, there is pushback against the resulting $1,200 cost for the downtown holiday music program. It does not appear that this charge will ever seem fair to the people paying it, and it therefore creates unnecessary ill will between the city and community organizations/downtown businesses, not to mention triggering a Grinch-like response to the approach of the holidays among city staff.

It seems to be time to reconsider how the downtown holiday music program is handled. After a great deal of research and consideration by the city’s communication specialist over the last several weeks**, I recommend that council accept city responsibility for providing the holiday music program as a city function, incurring no costs to any outside organizations or business owners.** (We have identified a software solution that will enable extensive automation of this programming, making very little demand on staff time. Total annual cost to the city, with licenses and app, will now be around $1,300.)

Over the next few months, we will continue to evaluate this new solution and return with additional recommendations for other uses of the system throughout each year.

##