



City of Elkins

Regular Council Meeting

January 5, 2023
7:05 PM
401 Davis Avenue
Council Chamber, 2nd Floor

AGENDA

1. **Invocation and Pledge of Allegiance**
2. **Call to order and roll call**
3. **Agenda adjustments**
 - a. *Resolution 1601*: Approving City of Elkins Participation in the WV Department of Transportation, Division of Highways Non-State-Owned Bridge Program
 - b. Approved minutes of committee, board and commission meetings
4. **Public comment**
5. **Minutes**
 - a. Minutes proposed for the regular council meeting of December 15, 2022.
6. **Correspondence and Notifications**
 - a. Building Permits
 - b. Event Requests
 - c. Approved minutes of committee, board and commission meetings
7. **Committee Reports**
8. **Staff reports**
9. **Approval of vendor invoice payments**

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

Vendor invoices presented for approval:

1. AP check report for the period of December 12 - 30, 2022

10. **Unfinished business**
 - a. *Ordinance 309*: An Ordinance of the Common Council of the City of Elkins, West Virginia, Renewing Franchise Agreement with Cequel III Communications II, LLC DBA Optimum (2nd and final reading)
11. **New business**
 - a. *Ordinance 310*: An Ordinance of the Common Council of the City of Elkins, West Virginia To Amend and Revise Chapter 35: Elections
 - b. *Resolution 1596*: Approving the Promotion of and Establishing a New Compensation Level for K. Shifflett

- c. *Resolution 1597: Accepting Conditions of Agreement with Piper Sandler for the Potential Issuance of Tax Increment Financing Bonds*
- d. *Resolution 1598: To Consider and act upon a proposed Resolution regarding approval of (i) the Tax Increment Financing Application submitted by the City of Elkins (the "TIF Application") with respect to the proposed creation of a new Tax Increment Financing District in the City of Elkins to be called "The City of Elkins Redevelopment District No. 1" (the "TIF District") and public infrastructure projects and improvements within the TIF District; (ii) submission of the TIF Application to the West Virginia Department of Economic Development; and (iii) approval of other items in connection therewith.*
- e. *Resolution 1599: Accepting Conditions of Lease between Tenants of the Darden House and the City of Elkins, and Authorizing Execution of Agreements*
- f. *Resolution 1600: Approving Rental Use and Procedures for Darden Complex*
- g. *Resolution 1601: Approving City of Elkins Participation in the WV Department of Transportation, Division of Highways Non-State-Owned Bridge Program*

12. Mayor's comments

13. Adjournment

Proposed Minutes

ELKINS COMMON COUNCIL PUBLIC HEARING MINUTES

***401 Davis Avenue
Council Chamber, 2nd Floor
December 15, 2022
7:00 p.m.***

Elkins Common Council met in special session in the council chamber of city hall. Present were Mayor Jerry A. Marco; Councilpersons N.E. Bross-Fregonara, R.C. Chenoweth, M. D. Cuonzo, G.M. Hinchman, D.C. Parker, L.S. Severino, and L.H. Vest; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Chief T. Bennett; City Attorney G. S. Roberts; and City Clerk J.R. Sutton (acting as recording secretary).

Councilpersons J.A. Guye and C.C. Lowther and Interim Operations Manager M. Himes were absent.

The hearing was called to order at 7:00 p.m.

- a. An Ordinance of the Common Council of the City of Elkins, West Virginia, renewing franchise agreement with Cequel III Communications II, LLC, DBA Optimum.

Pat Varchetto, resident of 217 Sylvester Drive, had a chance to review what council is going to consider for approval this evening and asked if anyone from the city was in the room when this was discussed. Mr. Varchetto suggested that if the city paid anyone to work on this agreement on our behalf that we should ask for a refund. Finally, Mr. Varchetto commented that there was an outage earlier this week, the reason for which he has not been told, and asked council if they were going to help customers.

The hearing closed at 7:02 p.m.

ELKINS COMMON COUNCIL REGULAR COUNCIL MEETING MINUTES

***401 Davis Avenue
Council Chamber, 2nd Floor
December 15, 2022
Immediately following public hearing***

Elkins Common Council met in special session in the council chamber of city hall. Present were Mayor Jerry A. Marco; Councilpersons N.E. Bross-Fregonara, R.C. Chenoweth, M. D. Cuonzo,

Proposed Minutes

G.M. Hinchman, D.C. Parker, L.S. Severino, and L.H. Vest; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Chief T. Bennett; City Attorney G. S. Roberts; and City Clerk J.R. Sutton (acting as recording secretary).

Councilor J.A. Guye and Interim Operations Manager M. Himes were absent. Councilor C.C. Lowther arrived at 7:28 p.m.

MINUTES

Cm. Parker, **MOVED APPROVAL OF THE MINUTES OF THE DECEMBER 1, 2022 MEETING.** The motion carried.

CORRESPONDENCE AND NOTIFICATIONS

Council received the following correspondence and notifications:

- Issued building permits
- Approved minutes of committee, board and commission meetings
- Events

The following building permits have been issued since the previous regular council meeting.

ISSUED BUILDING PERMITS				
Permit	Applicant	Location	Description	Value
220285	Sullivan, Amanda & Sean	113 Elm St.	Install solar panels	24,575.00
220286	Severino, Anthony	141 Buffalo St.	Replace roof shingles	7,000.00
2202787	Cain, Mark & Suzanne	1520 S Kerens Ave.	Replace roof shingles	6,147.00
2202788	Hohl, Jennifer	1013 S Henry Ave.	Replace roof shingles	3,094.00
2202789	Howell, Bruce	523 Center St.	Electric Service upgrade	1,200.00
2202790	Phillips, Carson	210 Graham St.	Rebuild 2 porches, French doors and 4x6	6,231.00
2202791	Woodlands Development Group	98 Washington Ave.	200 amp electrical upgrade	2,330.00

PRESENTATION

Angela Daniels, Executive Director of the Tygart Valley United Way, described all the programs the organizations supports and/or administers in their service area and specifically in Randolph County. The campaign for this year is “it starts with you”.

Proposed Minutes

COMMITTEE REPORTS provided by all committee chairs present.

STAFF REPORTS were provided by all administrative officers present.

APPROVAL OF VENDOR INVOICE PAYMENTS

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

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

- Accounts Payable check transactions for the period November 28 – December 9, 2022.

UNFINISHED BUSINESS

Cm. Chenoweth, **MOVED APPROVAL OF RESOLUTION 1592: APPOINTING AN OPERATIONS MANAGER AND ESTABLISHING AMOUNT OF ANNUAL COMPENSATION (AMENDED).** The motion carried.

NEW BUSINESS

Cm. Chenoweth, **MOVED APPROVAL OF ORDINANCE 309: AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKINS, WEST VIRGINIA, RENEWING FRANCHISE AGREEMENT WITH CEQUEL III COMMUNICATIONS II, LLC DBA OPTIMUM (2ND AND FINAL READING.**

Cm. Chenoweth, **MOVED APPROVAL OF ENTERING INTO EXECUTIVE SESSION FOR THE PURPOSE OF ATTORNEY-CLIENT PRIVILEGE.** The motion carried. Council entered executive session at 7:42 p.m. and returned at 8:02 p.m. The chair announced that no action was taken.

Cm. Chenoweth, **MOVED TO WITHDRAW THE PREVIOUS MOTION TO APPROVE ORDINANCE 309.** The motion carried.

Cm. Lowther, **MOVED APPROVAL OF RESOLUTION 1594: APPROVING CONDITIONS OF AGREEMENT BETWEEN INVOICE CLOUD AND THE CITY OF ELKINS, AND AUTHORIZING EXECUTION OF AGREEMENT.** The motion carried.

Cm. Hinchman, **MOVED APPROVAL OF RESOLUTION 1595: ACCEPTING CONDITIONS OF FINANCING AGREEMENT BETWEEN TRUIST FINANCIAL CORPORATION AND THE CITY OF ELKINS, AND AUTHORIZING EXECUTION OF FINANCING DOCUMENTS FOR A WASTEWATER DEPARTMENT VEHICLE.** The motion carried.

Cm. Chenoweth, **MOVED APPROVAL OF ENTERING INTO EXECUTIVE SESSION TO DISCUSS PROSPECTIVE APPOINTMENTS TO VARIOUS CITY BOARDS AND COMMISSIONS.** The motion

Proposed Minutes

carried. Council entered executive session at 8:05 p.m. and returned at 8:34 p.m. The chair announced that no action was taken.

Cm. Chenoweth, **MOVED APPROVAL OF THE APPOINTMENT OF SHAWN BENNETT TO THE BOARD OF APPEALS FOR THE IPMC WITH A TERM ENDING JUNE 30, 2027.** The motion carried.

Cm. Chenoweth, **MOVED APPROVAL OF THE APPOINTMENT OF JAMES FILLER TO THE ELKINS-RANDOLPH COUNTY BOARD OF HEALTH FOR A TERM ENDING OCTOBER 31, 2027.** The motion carried.

Cm. Chenoweth, **MOVED APPROVAL OF THE APPOINTMENT OF CASSANDRA ELLSWOOD AND ELIZABETH DOUGLAS TO THE BOARD OF ZONING APPEALS BOTH WITH TERMS ENDING DECEMBER 31, 2025.** The motion carried.

MAYOR’S COMMENTS were provided.

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

The meeting adjourned at 8:37 p.m.

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

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk

BUILDING PERMITS

Presented at council meeting of: January 5, 2023

The following building permits have been issued since the previous regular council meeting.

ISSUED BUILDING PERMITS				
Permit	Applicant	Location	Description	Value
220292	Davis Trust Co.	227 Davis Ave	Repair Siding	14,685.00
220293	Busch, Zurbuch & Thompson, PLLC	26 1/2 High St	Replace Roof Shingles	6,282.00
220294	LouK, Robert	220 Central St.	Replace Roof Shingles	3,811.00
220295	Sabatino, Joseph & Alice	405 Kerens Ave.	Replace Roof Shingles	13,546.00
220296	Holland Investment Group	326 S Randolph Ave	New Windows and Porch	3,500.00
220297	Hardy Cellular Telephone Co	10 Eleventh St.	Up-Grade Cell Tower	20,000.00
220298	Simon, Michael & Allicen	1801 Livingston Ave	Storage Building	1,500.00

Application to Use or Close City Streets and/or Sidewalks

Date(s) of Event 01/17/23 Times From: 11:00 To: 12:30

Date of Street Closing: 01/17/23 Time of Street Closing: 11:15-12:15

Date of Street Reopening: 01/17/23 Time of Street Reopening: 12:15

Organization Name Davis & Elkins Address 100 Campus Drive

City/State/Zip Elkins, WV, 26241 Fax (206) 647-8806

Contact Chris Jones Telephone (304) 637-1220 E-mail CJones@Dewv.com

2nd Contact Rob Phillips Telephone (304) 642-5345 E-mail phillipsr@dewv.edu

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

Explain event or reason for request: We are celebrating MLK's Birthday and we are hosting a march

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

				Barricade Street	Sidewalk Usage		
1.	College Street	from	11:15	to	12:15	<input checked="" type="checkbox"/>	
2.	6th Street	from	11:15	to	12:15	<input checked="" type="checkbox"/>	
3.	Railroad Ave	from	11:15	to	12:15	<input checked="" type="checkbox"/>	
4.	4th Street	from	11:15	to	12:15	<input checked="" type="checkbox"/>	

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

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

[Signature] 12/14/2022
 Signature of Applicant Date

[Signature] 12/14/2022 Police Chief Approval

[Signature] 12/19/22 Fire Chief Approval

[Signature] 12/27/2022 Operations Manager Approval

[Signature] 12/27/22 City Clerk Approval

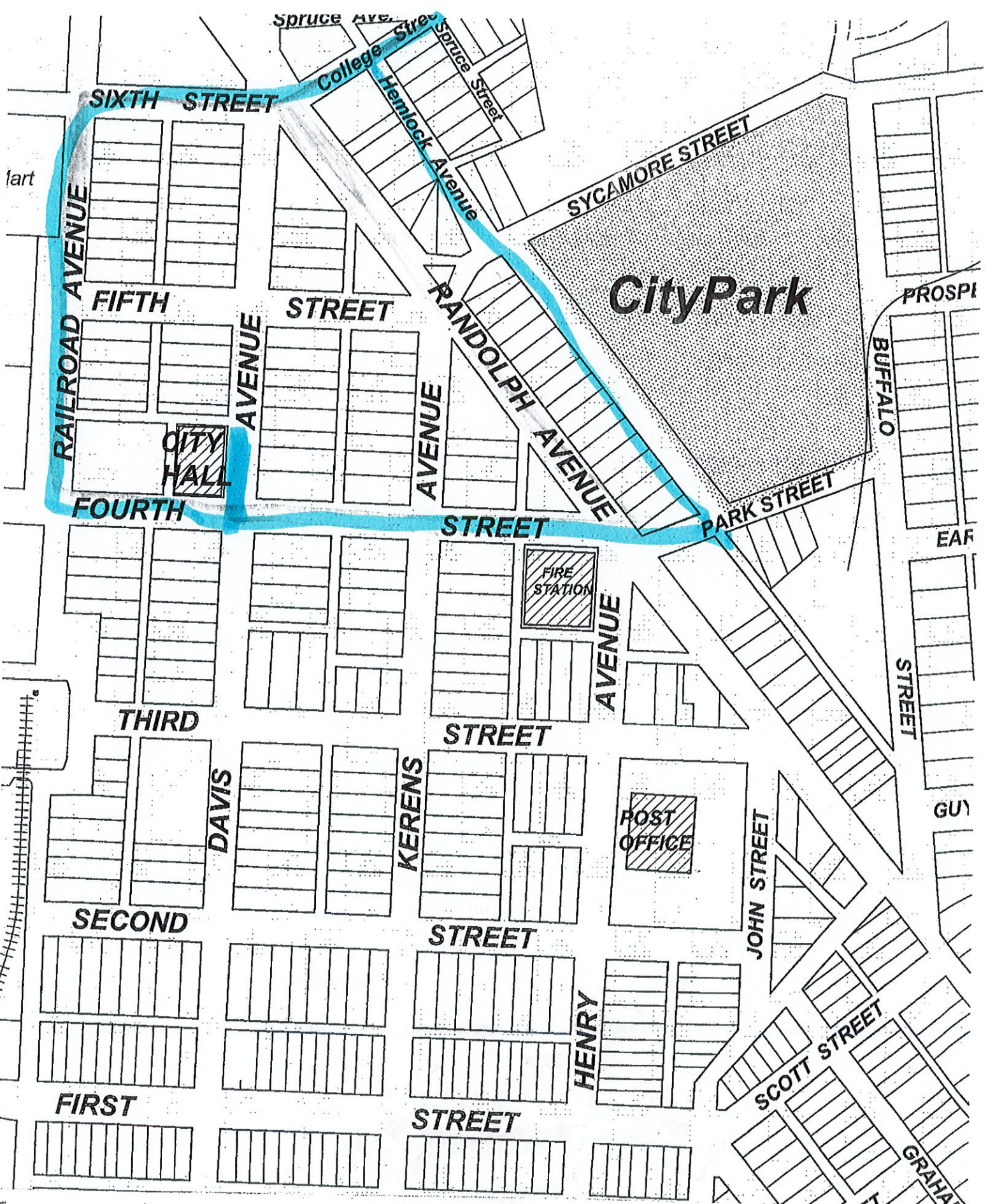
 Parks Director Approval (if necessary)

[Signature] 12/27/2022
 Mayor's Signature Date

Contingencies/Restrictions: _____

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

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



Event name: MLK MARCH

Date/Time: 11:00 / 1/17/2023
12:30

Streets:
SEE ABOVE

(will not block off Park Street)
Page 9 of 88

MUNICIPAL PROPERTIES COMMITTEE

REGULAR MEETING

MINUTES

*401 Davis Avenue
City Hall, Council Chambers
November 16, 2022
9:00 a.m.*

Present were Committee Members: M. Cuonzo, chair, M. Hinchman, and J. Guye

Also present were: Mayor J. Marco; Interim Operation Manager M. Himes; City Clerk J. Sutton; Police Chief T. Bennett; Fire Chief S. Himes; Treasurer T. Judy; and City Attorney G. Roberts

MINUTES

Cw. Guye, **MOVED APPROVAL OF THE MINUTES OF THE OCTOBER 19, 2022, MEETING.** The motion carried.

REPORTS

Operations Manager – M. Himes reports the streetscape design sessions were a success. The one bid received for the downtown flower contract is going to council later this week for approval. The problem with the elevator is not electrical - they are looking now at having the motor rebuilt. Bryson VanNostrand is finalizing plans for the Sanitation Garage, the ADA upgrades at City Hall and the HVAC design. She anticipates these projects being put out for bids early next year. We are waiting on confirmation from the Governor's office regarding the availability of funds for the Davis Avenue Bridge project before confirming the design firm. Ms. Himes will notify the committee as soon as we hear something.

Elkins Main Street – Lisa Wood, EMS board member, appeared to provide an update. They are currently without a Program Manager since the departure of Mr. Trimboli. Until the position is filled, the board will fill in as needed. Mrs. Wood reports that their focus right now are the holiday activities for "Elfkings". Mrs. Wood also commented how proud she and the board are of Katie Driver, who purchased a downtown building and has since opened a small business. Ms. Driver is an example of the impact an effective leader at EMS can have on micro development and historic downtown revitalization. Cw. Cuonzo advised Mrs. Wood that during this transition, monthly reports weren't necessary. The city appreciates the relationship and is supportive of the organization.

UNFINISHED BUSINESS

M. Himes reports she has meeting scheduled over the next two weeks with the current tenants of the Darden House to discuss the terms of new lease agreements. Treasurer T. Judy provided information on the average costs associated with the Darden House including utilities, pest control and other maintenance. The new internet costs are still unknown at this time, but

expected to be around \$200 per month, which brings the anticipated regular monthly expenses to around \$650.00. Mrs. Himes will look at the size of the offices and the use of common spaces to help determine the specifics in the new lease agreements. This will be considered at the next committee meeting.

ANNOUNCEMENTS

The December committee meeting will be moved from the 21st to December 14 at 11:00 a.m. The committee will discuss the Darden House lease agreements and a rental agreement for use by outside parties.

Cm. Hinchman, **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 9:50 a.m.

The foregoing minutes were approved at the meeting of Dec. 14, 2022

Marilynn Quanzo, Chair
Name & Title

Marilynn Quanzo
Signature

**RULES AND ORDINANCE COMMITTEE
REGULAR MEETING
MINUTES**

*401 Davis Avenue
City Hall, Council Chambers
November 9, 2022
9:00 a.m.*

Present were Committee Members: N. Bross-Fregonara, chair; M. Cuonzo; and C. Higgins

Also present were: Mayor J. Marco; Interim Operations Manager M. Himes; City Clerk J. Sutton; Treasurer T. Judy; and City Attorney G. Roberts

MINUTES

Cw. Cuonzo, **MOVED APPROVAL OF THE MINUTES OF THE OCTOBER 12, 2022, MEETING.** The motion carried.

UNFINISHED BUSINESS

The committee reviewed City Code Sections 90.01 through 90.13 and suggested changes recorded by the City Clerk and City Attorney. They will continue this discussion at their next regular meeting. Once all the recommendations have been made, the city attorney will prepare an ordinance for committee review and recommendation to council. Primary areas of concern are dangerous and vicious dogs, excrement removal, cats at large and cruelty to animals. The committee requested that the Randolph County Animal Control Officer, the Randolph County Humane Society, the Elkins Police Department and the Municipal Judge have representatives present at the next meeting.

ANNOUNCEMENTS

City Clerk J. Sutton advised the committee that she and City Attorney G. Roberts have been working on proposed amendments to Elkins City Code Sec. 35: Elections and will bring those to the next meeting for discussion.

Cm. Higgins, **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 10:26 a.m.

The foregoing minutes were approved at the meeting of Dec. 14, 2022

Nanci Bross-Fregonara, Chair
Name & Title

Nanci E. Bross-Fregonara
Signature

**PUBLIC SAFETY COMMITTEE
REGULAR MEETING
MINUTES**

*401 Davis Avenue
City Hall, Council Chambers
November 14, 2022
10:00 a.m.*

Present were Committee Members: D. Parker, chair, J Guye, and L. Severino

Also present were: City Clerk J. Sutton; Treasurer T. Judy; Fire Chief S. Himes; Police Chief T. Bennett

MINUTES

Cw. Guye, **MOVED APPROVAL OF THE MINUTES OF THE OCTOBER 10, 2022, MEETING.** The motion carried.

REPORTS

Police – Chief Bennett reports they are still waiting on delivery of the body-worn camera systems. There is a planned protest at the USFS building on Sycamore Street at 1:00 today which the EPD will be monitoring, but they aren't expecting any hostile activity.

Fire – Chief Himes reports that the ladder truck will be finished up this week, pump tested next week and then returned to the department. The EFD is enrolled in a new online training platform which has been working well to advance opportunities and increase participation. He is hopeful this will improve confidence and performance. The FCSC met on November 4 2022 and have recommended changes to the rank structure which will be considered by council at their next meeting. The department is fully staffed but has one guy out due to knee surgery until mid-December.

Code Enforcement – P. Isner reports on his continued work with City Attorney G. Roberts on dilapidated properties. He is recommending the removal of the properties on Knapp Street and the Lexi's building due to owner actions. He is also recommending the addition of 2 houses on George Street and 1 on Heavner Avenue. Mr. Isner received a quote for asbestos testing for 10-12 properties identified in the DEP RADP grant. They will charge \$450 per structure.

Mayor's Task Force – D. Parker reports they are looking into MOU's and/or sub-grantee agreements with the Randolph County Health Department if the city is the recipient of drug

settlement funds. He would like to be ready with drafts to present to council so the disbursement and use of funds is not delayed.

NEW BUSINESS

Cm. Parker, with the consent of the committee, moved the discussion of item b. ahead of item a. Mr. Parker advised the committee that he and City Clerk J. Sutton attended the presentation of a recent housing study conducted by WVU and Virginia Tech for the Randolph County Housing Authority, Woodlands Development Group and the Home Ownership Center. Mr. Parker's greatest takeaway was that the best option to improve housing in Elkins is through infill development and that 5th Ward is ideally suited for this. He would like the committee to consider the results of the study, which will be finalized soon, when considering how to prioritize the DEP RADPP grant.

The committee went on to discuss the DEP RADPP property prioritization using the housing study, understanding of the willingness of property owners to cooperate, and the impact on surrounding properties. Every property owner listed on the original DEP RADPP list received a letter from Mr. Isner informing them. As a result of this and other actions, two properties – 109 Knapp Street and 17 Davis Avenue – will be removed from the list. The committee chose the top 5 properties to take first action on. They include the remaining 4 Fussell houses (211 First St; 117 Davis Street; 212 Frist Street; and 12 River Street) plus the Richards property at 421 Center Street. G. Roberts will begin legal action and work with P. Isner on obtaining quotes for any asbestos removal and demolition. This will likely take 3-6 months.

ANNOUNCEMENTS

The committee would like the Clerk to work with code enforcement and the city attorney to draft a letter to WV Auditor McCuskey regarding the difficulty in enforcing code violations on properties that are in foreclosure.

Cw. Guye would like a report on 326 Randolph Avenue.

Cw. Guye, **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 11:45 a.m.

The foregoing minutes were approved at the meeting of 12/12, 2022

David C. Parker,
Name & Title Chair

David Paul
Signature

FIRE CIVIL SERVICE COMMISSION MEETING MINUTES

*401 Davis Avenue
City Hall, council chambers
November 4, 2022
3:00 p.m.*

Present were Members: Jack Tribble, President; J. Wilson, V.P.; and J. Aliveto

Also present: City Clerk J. Sutton and Fire Chief S. Himes

MINUTES

J. Aliveto **MOVED APPROVAL OF THE MINUTES OF THE APRIL 19, 2022 MEETING.** The motion carried.

NEW BUSINESS

Fire Chief Himes explained that the current rank structure was put in place before the hiring of six additional paid firefighters. He is requesting a restructuring that allows for appropriate supervision during each shift. The committee discussed at length how best to accommodate this need and determined to eliminate the firefighter 3 (non-tested) rank to allow a firefighter 2 to test directly into the rank of lieutenant per W.Va. Code §8-15-22. Currently, the department has two FF3's and two FF2's who are eligible to promote to FF3 effective November 6, 2022. After promotion and subsequent elimination of the FF3 rank, all four of these firefighters will be reranked as FF2's and eligible to test for three vacant lieutenant positions.

J. Wilson **MOVED APPROVAL OF A RECOMMENDATION TO COUNCIL FOR THE PROMOTION OF A. ROTH AND M. OGDEN TO THE RANK OF FIREFIGHTER 3 EFFECTIVE NOVEMBER 6, 2022, AND CONFIRMED A NEW COMPENSATION AMOUNT OF \$15.34 PER HOUR AT GRADE 9, STEP 5.** The motion carried.

J. Aliveto **MOVED APPROVAL OF A RECOMMENDATION TO COUNCIL FOR THE RECLASSIFICATION OF A. ROTH, M. OGDEN, O. POE, AND A. HARRIS TO THE RANK OF FIREFIGHTER 2, TO OCCUR SIMULTANEOUSLY WITH THE ELIMINATION OF THE FIREFIGHTER 3 RANK, AND THE RECLASSIFICATION OF THE RANK OF FIREFIGHTER 2 FROM GRADE 8 TO GRADE 9.** The motion carried.

J. Wilson **MOVED APPROVAL TO OPEN PROMOTIONAL TESTING FOR THE RANK OF LIEUTENANT AFTER NOVEMBER 6, 2022, AND TO BE SCHEDULED AT THE DISCRETION OF THE CITY CLERK** The motion carried.

J. Tribble **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 3:58 p.m.

The foregoing minutes were approved at the meeting of Dec. 16, 2022

Jack Tribble
Name & Title


Signature

POLICE CIVIL SERVICE COMMISSION MEETING MINUTES

*401 Davis Avenue
City Hall, Council Chambers
September 15, 2022
1:30 p.m.*

Present were Members: G. Worden and V. White

Also present: Police Chief T. Bennett and City Clerk J. Sutton

S. Marsteller was absent.

MINUTES

V. White **MOVED APPROVAL OF THE MINUTES OF THE APRIL 19, 2022 MEETING.** The motion carried.

NEW BUSINESS

G. Worden **MOVED APPROVAL OF A WAIVER OF THE PROMOTIONAL TEST AND APPROVAL OF THE PROMOTION OF T.H. FOSTER TO THE RANK OF 1ST SERGEANT EFFECTIVE AUGUST 11, 2022.** The motion carried.

V. White **MOVED APPROVAL OF A WAIVER OF THE PROMOTIONAL TEST AND APPROVAL OF THE PROMOTION OF B.D. TICE TO THE RANK OF SERGEANT EFFECTIVE AUGUST 11, 2022.** The motion carried.

G. Worden **MOVED APPROVAL OF TESTING FOR ONE VACANCY AT THE RANK OF CORPORAL.** The motion carried. The Clerk was directed to plan and administer the testing and to notify the commission when the dates were confirmed.

Chief Bennett advised that is two officers short right now but he does not want to hire until immediately before the spring WV State Police Academy start date. Chief is working with S. Stokes on the creation of a recruitment video to attract more applicants. There is an active list of eligible candidates for entry-level. However, there is only one candidate and two positions. Entry-level testing will be scheduled sometime early next year.

G. Worden **MOVED ADJOURNMENT.** The motion carried.
The meeting adjourned at 1:56 p.m.

The foregoing minutes were approved at the meeting of Dec. 28, 2022

Vic White V.P.
Name & Title

Vic White
Signature

VENDOR SET: 01 Elkins
 BANK: ARPA America Rescue Plan Act
 DATE RANGE: 12/12/2022 THRU 12/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00252	Elkins-Randolph County YMCA							
	I-ARPA Request Youth Center Washroom Project	R	12/13/2022	5,000.00		000086		5,000.00

*** TOTALS ***

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	5,000.00	0.00	5,000.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: ARPA TOTALS:	1	5,000.00	0.00	5,000.00
BANK: ARPA TOTALS:	1	5,000.00	0.00	5,000.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE:12/12/2022 THRU 12/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00741	Great-West Trust Company LLC							
I-VF 202212131356	Voya	D	12/13/2022	355.00		004217		
I-VF202212131356	Voya AT	D	12/13/2022	50.00		004217		405.00
00741	Great-West Trust Company LLC							
I-VF 202212271358	Voya	D	12/27/2022	355.00		004227		
I-VF202212271358	Voya AT	D	12/27/2022	50.00		004227		405.00
00116	Child Support Enforcement							
I-CDS202212131356	Child Support	R	12/13/2022	528.00		012649		528.00
00121	Citizens Bank of WVFP							
I-FP 202212131356	Fire Pension	R	12/13/2022	511.77		012650		511.77
00122	Citizens Bank of WVFP							
I-PP 202212131356	Police Pension	R	12/13/2022	172.17		012651		
I-PPN202212131356	Police Pension-2010 Forward	R	12/13/2022	376.40		012651		548.57
00147	COE Misc							
I-MIS202212131356	Misc Reimbursements	R	12/13/2022	533.00		012652		533.00
00150	COE Payroll							
I-T1 202212131356	Federal Withholding	R	12/13/2022	11,109.85		012653		11,109.85
00151	COE Payroll							
I-T3 202212131356	FICA	R	12/13/2022	12,399.94		012654		
I-T4 202212131356	Medicare	R	12/13/2022	4,197.22		012654		16,597.16
00152	COE Payroll							
I-T2 202212131356	State Withholding	R	12/13/2022	5,749.00		012655		5,749.00
00203	Davis Trust Company							
I-CC 202212131356	Employee Christmas Club	R	12/13/2022	2,520.00		012656		2,520.00
00747	Washington National Insurance							
I-WN 202212131356	Washington National Insurance	R	12/13/2022	754.22		012657		754.22
00837	COE Payroll Reimbursement							
I-001202212131356	Payroll Reimbursement	R	12/13/2022	49,105.00		012658		
I-006202212131356	Payroll Reimbursement	R	12/13/2022	4,999.28		012658		
I-036202212131356	Payroll Reimbursement	R	12/13/2022	13,369.57		012658		
I-400202212131356	Payroll Reimbursement	R	12/13/2022	13,478.08		012658		
I-401202212131356	Payroll Reimbursement	R	12/13/2022	14,104.56		012658		
I-404202212131356	Payroll Reimbursement	R	12/13/2022	9,851.09		012658		104,907.58

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash
 DATE RANGE:12/12/2022 THRU 12/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01885	Colonial Life							
I-CL 202212131356	Colonial Life-AT	R	12/13/2022	85.92		012659		
I-CLP202212131356	Colonial Life-PT	R	12/13/2022	52.52		012659		138.44
00150	COE Payroll							
I-T1 202212131357	Federal Withholding	R	12/13/2022	117.18		012660		117.18
00151	COE Payroll							
I-T4 202212131357	Medicare	R	12/13/2022	38.34		012661		38.34
00152	COE Payroll							
I-T2 202212131357	State Withholding	R	12/13/2022	46.00		012662		46.00
00837	COE Payroll Reimbursement							
I-001202212131357	Payroll Reimbursement	R	12/13/2022	1,027.28		012663		1,027.28
00047	Truist Governmental Finance							
I-00005 120222	9948000234-05 122422	R	12/13/2022	2,596.05		012664		
I-00006 122722	9948000234-06 122722	R	12/13/2022	2,643.26		012664		5,239.31
00075	Encova Insurance							
I-36435993 WCN	WCN Installment	R	12/13/2022	5,981.00		012665		5,981.00
00085	Burgess & Niple, Inc.							
I-1043205	Training-install of flow meter	R	12/13/2022	120.00		012666		
I-1052417	provide draft for WW Review	R	12/13/2022	5,858.00		012666		5,978.00
00132	Clarksburg Water Board							
I-M89590	Bac T Sample Aug 2022	R	12/13/2022	23.00		012667		23.00
00143	COE General Fund 2							
I-12/2022 Indirects	Monthly Indirects 12/2022	R	12/13/2022	24,270.24		012668		24,270.24
00202	Davis Trust Company							
I-12755 122222	031137763-12755 12/22/22	R	12/13/2022	4,256.84		012669		4,256.84
00211	Elkins Depot Welcome Center							
I-H/M 10/2022	Hotel/Motel Oct 2022	R	12/13/2022	12,345.01		012670		12,345.01
00239	Elkins Historic Landmark Commi							
I-Phone-Darden	Reimb for phone charges	R	12/13/2022	853.86		012671		853.86
00310	Griffith & Associates, PLLC							
I-13872	Water Rate Study	R	12/13/2022	15,000.00		012672		15,000.00

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash
 DATE RANGE:12/12/2022 THRU 12/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00396	Kay Casto & Chaney PLLC							
C-CR 139019	Inv 139019 paid 092822	R	12/13/2022	453.75CR		012673		
I-139291	professional services-rate	R	12/13/2022	4,348.25		012673		3,894.50
00446	McCarty's Septic Service							
I-A-11259	Sludge removal	R	12/13/2022	4,040.00		012674		
I-A-11260	Sludge removal	R	12/13/2022	2,020.00		012674		
I-A-11269	Sludge removal	R	12/13/2022	8,080.00		012674		14,140.00
00469	Mistras Group, Inc.							
I-CD11382642	Aerial Certification Test	R	12/13/2022	875.00		012675		875.00
00479	Amtower Auto Supply, Inc.							
I-181327 332 396	bulb/motorcleaner/oil/wipers	R	12/13/2022	89.65		012676		89.65
00484	Mountaineer Gas Company							
I-113022	Natural Gas 10/25-11/15/22	R	12/13/2022	2,735.01		012677		2,735.01
00644	Smith Backhoe & Dozer Service,							
I-104266	Hammer/Tamper/DumpTk	R	12/13/2022	7,440.00		012678		7,440.00
00797	WV DEP Division of Water and W							
I-23-24 Lab Cert	WV DEP Division of Water and W	R	12/13/2022	430.00		012679		430.00
00812	WV Regional Jail and Correctio							
I-11122ea86	41 Days Inmates TVRJ	R	12/13/2022	1,978.25		012680		1,978.25
00858	Capital Doors, Inc.							
I-2332	Labor/Parts/Lift rental	R	12/13/2022	1,228.44		012681		1,228.44
01220	The Delmonte Market							
I-127845664	Landscape Maint	R	12/13/2022	4,559.16		012682		4,559.16
01313	COE Water O & M Account							
I-WTR O/M 043022	Wtr O/M Dep 043022	R	12/13/2022	6,748.10		012683		
I-Wtr O/M 033122	Water O/M Dep 033122	R	12/13/2022	8,286.42		012683		15,034.52
01390	Phoenix Solutions, LLC							
I-4480	chemicals	R	12/13/2022	7,637.92		012684		
I-4503/4541/4528	Chemicals	R	12/13/2022	9,692.42		012684		17,330.34
01449	Dodson Pest Control							
I-23-173102-1142	Service-11/22 Darden House	R	12/13/2022	60.00		012685		60.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE:12/12/2022 THRU 12/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01681	DataMax Corporation							
I-11302022	Add'tl BL Revenue 11/2022	R	12/13/2022	65.92		012686		65.92
01790	Crim Law Office PLLC							
I-310 SB 08/2022	Sanitary Board Serv 08/2022	R	12/13/2022	1,160.00		012687		
I-311 Aug 2022	Attny Serv WBoard 08/2022	R	12/13/2022	1,295.00		012687		
I-313 09/2022	Attny Services 09/2022	R	12/13/2022	8,548.00		012687		
I-MunCt 09/2022	Municipal Ct 09/2022	R	12/13/2022	2,960.00		012687		13,963.00
01854	Mission Communications LLC							
I-1070484	SCADA 1 year renewal	R	12/13/2022	1,282.80		012688		1,282.80
1	MOORE, BETTY J							
I-000202212121355	US REFUND	R	12/13/2022	315.71		012689		315.71
00406	Krogers - Elkins Store							
I-ckrequest121922	turkeys & hams	R	12/19/2022	1,652.66		012690		1,652.66
00006	AFLAC							
I-AF 202211291354	Aflac-After Tax Ins	R	12/19/2022	85.21		012691		
I-AF 202212131356	Aflac-After Tax Ins	R	12/19/2022	85.21		012691		
I-AFL202211291354	Aflac Insurance	R	12/19/2022	99.30		012691		
I-AFL202212131356	Aflac Insurance	R	12/19/2022	99.30		012691		369.02
00034	ATCO International							
I-I0606289	Germaide/Gloves	R	12/19/2022	251.95		012692		251.95
00047	Truist Governmental Finance							
I-0004 122722	994800023400004	R	12/19/2022	2,256.75		012693		2,256.75
00169	Assured Partners of West Virgi							
I-19487	3rd Qtr Pkg Inst	R	12/19/2022	36,931.38		012694		
I-19491	3rd Qtr Professional Inst	R	12/19/2022	3,679.00		012694		
I-19495	3rd Qtr Excess Installment	R	12/19/2022	2,868.00		012694		43,478.38
00242	Elkins Professional Firefighte							
I-EPF202211291354	Elkins Professional FF	R	12/19/2022	90.00		012695		
I-EPF202212131356	Elkins Professional FF	R	12/19/2022	90.00		012695		180.00
00396	Kay Casto & Chaney PLLC							
I-139658	2002 Water Rate Inc 093022	R	12/19/2022	2,552.18		012696		2,552.18
00465	Steve's Electrical Service LLC							
I-202129	09/26/22-10/02/22 Labor	R	12/19/2022	1,300.00		012697		
I-202133	Maintenance 092622-101622	R	12/19/2022	1,450.00		012697		
I-202135	labor 101622-102222	R	12/19/2022	800.00		012697		
I-202139	Labor 10/23/22-10/30/22	R	12/19/2022	1,250.00		012697		
I-202141	labor 10/30-11/5 11/6-11/12/22	R	12/19/2022	2,450.00		012697		7,250.00

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash

DATE RANGE:12/12/2022 THRU 12/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00578	Randolph Elkins Health Departm							
I-11162022	Hep AB G Hartley	R	12/19/2022	174.50		012698		174.50
00591	Retiree Health Benefit Trust F							
I-12/22 RHBT	RHBT Retirees 12/2022	R	12/19/2022	2,171.70		012699		
I-RChen 12/2022	RChenoweth 12/2022	R	12/19/2022	70.00		012699		
I-RHB202212131356	Retiree Health Benefit Trust	R	12/19/2022	4,690.00		012699		6,931.70
00606	Steven C. Rodeheaver							
I-11918	mopheads/squeegee/brooms	R	12/19/2022	430.00		012700		430.00
00701	Toshiba Financial Services							
I-488829326	T-E4515AC 1127-122722	R	12/19/2022	209.59		012701		209.59
00810	WV Public Employee Insurance A							
I-Admn Fee 12/22	Rafferty/Day Admn Fees	R	12/19/2022	100.00		012702		
I-BL 202212131356	Basic Life Benefit	R	12/19/2022	160.16		012702		
I-BL1202212131356	Basic Life Benefit +	R	12/19/2022	1.14		012702		
I-DL 202211291354	Dependent Life	R	12/19/2022	78.57		012702		
I-DL 202212131356	Dependent Life	R	12/19/2022	68.75		012702		
I-HPA202211291354	Ins-Health Plan A	R	12/19/2022	719.00		012702		
I-HPA202212131356	Ins-Health Plan A	R	12/19/2022	719.00		012702		
I-HPB202211291354	Ins-Health Plan B	R	12/19/2022	462.00		012702		
I-HPB202212131356	Ins-Health Plan B	R	12/19/2022	462.00		012702		
I-ICA202211291354	Ins - Emp/Child-Plan A	R	12/19/2022	917.00		012702		
I-ICA202212131356	Ins - Emp/Child-Plan A	R	12/19/2022	917.00		012702		
I-ICB202211291354	Ins- Emp/child - Plan B	R	12/19/2022	1,192.50		012702		
I-ICB202212131356	Ins- Emp/child - Plan B	R	12/19/2022	1,192.50		012702		
I-IFA202211291354	Ins - Family - Plan A	R	12/19/2022	11,319.00		012702		
I-IFA202212131356	Ins - Family - Plan A	R	12/19/2022	11,319.00		012702		
I-IFB202211291354	Ins - Family - Plan B	R	12/19/2022	6,075.55		012702		
I-IFB202212131356	Ins - Family - Plan B	R	12/19/2022	5,126.00		012702		
I-IFD202211291354	Ins-Fam-Plan B - Post Tax	R	12/19/2022	466.00		012702		
I-IFD202212131356	Ins-Fam-Plan B - Post Tax	R	12/19/2022	466.00		012702		
I-ISA202211291354	Ins - Single - Plan A	R	12/19/2022	4,003.50		012702		
I-ISA202212131356	Ins - Single - Plan A	R	12/19/2022	4,003.50		012702		
I-ISB202211291354	Ins-Single - Plan B	R	12/19/2022	1,872.00		012702		
I-ISB202212131356	Ins-Single - Plan B	R	12/19/2022	1,872.00		012702		
I-OL 202211291354	Optional Life	R	12/19/2022	301.35		012702		
I-OL 202212131356	Optional Life	R	12/19/2022	291.45		012702		
I-RChen Dec 2022	RChenoweth Health/Life	R	12/19/2022	1,079.76		012702		
I-TOF202211291354	Tobacco Surcharge Family	R	12/19/2022	450.00		012702		
I-TOF202212131356	Tobacco Surcharge Family	R	12/19/2022	375.00		012702		
I-TOS202211291354	Tobacco Surcharge Single	R	12/19/2022	137.50		012702		
I-TOS202212131356	Tobacco Surcharge Single	R	12/19/2022	137.50		012702		56,284.73

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash

DATE RANGE:12/12/2022 THRU 12/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00900	National Road Utility Supply,							
I-334286 87 88 89	Misc materials for maintenance	R	12/19/2022	16,273.31		012703		
I-334337-338	Parts	R	12/19/2022	2,217.81		012703		
I-334364-4365	Cplngs/Pipe	R	12/19/2022	1,792.13		012703		20,283.25
01390	Phoenix Solutions, LLC							
I-4556 4574	Chemicals	R	12/19/2022	10,165.50		012704		
I-4594	Chemicals	R	12/19/2022	12,746.35		012704		22,911.85
01560	McClain Printing Company							
I-17975	field incident report forms	R	12/19/2022	272.84		012705		272.84
01697	C-Com LLC							
I-654161	Maint/Repair 100322-100622	R	12/19/2022	1,800.00		012706		
I-654162	Maint/Repairs 10/10-10/13/22	R	12/19/2022	1,500.00		012706		
I-654163	Maint/Repair 10/17-10/19	R	12/19/2022	2,062.50		012706		
I-654164	Maint/Repair 10/24-10/27/22	R	12/19/2022	1,500.00		012706		
I-654165	Maint/Repair 10/31-11/3/22	R	12/19/2022	2,212.50		012706		
I-654166	Maint/Repair Water Plant	R	12/19/2022	2,362.50		012706		11,437.50
01731	Bradish Glass Inc							
I-3580	Cullet PU 11/18/22	R	12/19/2022	250.00		012707		250.00
01751	COE WWTP							
I-202210133235	Backwash 09/2022	R	12/19/2022	1,059.49		012708		
I-202211043367	Backwash Oct 2022	R	12/19/2022	744.09		012708		1,803.58
02357	Owen Peet							
I-ckrequest12922	Nintendo console, games	R	12/19/2022	300.00		012709		300.00
02387	Nick Corley							
I-ckrequest120922	repair garage & pavilions	R	12/19/2022	4,685.00		012710		4,685.00
01555	Golden Equipment Co Inc							
I-22-48851	2023 WS 4799 Chassis,900 ECO	R	12/19/2022	490,250.98		012711		490,250.98
01753	Fifth Third Bank							
I-MCard Fleet 113022	MasterCard Fleet Pmt 113022	R	12/19/2022	19,355.75		012712		19,355.75
00193	Custom Paving & Sealing, Inc.							
I-GLEN/RIVERBEND	Resurfacing -Glendale/Riverbnd	R	12/20/2022	18,054.00		012713		18,054.00
01753	Fifth Third Bank							
I-MCard Pmt 113022	MasterCard Stmt Pmt 113022	R	12/20/2022	57,800.35		012714		57,800.35

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash
 DATE RANGE:12/12/2022 THRU 12/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00116	Child Support Enforcement							
I-CDS202212271358	Child Support	R	12/27/2022	528.00		012715		528.00
00121	Citizens Bank of WVFP							
I-FP 202212271358	Fire Pension	R	12/27/2022	489.15		012716		489.15
00122	Citizens Bank of WVFP							
I-PP 202212271358	Police Pension	R	12/27/2022	162.92		012717		
I-PPN202212271358	Police Pension-2010 Forward	R	12/27/2022	402.41		012717		565.33
00147	COE Misc							
I-MIS202212271358	Misc Reimbursements	R	12/27/2022	573.00		012718		573.00
00150	COE Payroll							
I-T1 202212271358	Federal Withholding	R	12/27/2022	12,203.47		012719		12,203.47
00151	COE Payroll							
I-T3 202212271358	FICA	R	12/27/2022	12,623.84		012720		
I-T4 202212271358	Medicare	R	12/27/2022	4,358.64		012720		16,982.48
00152	COE Payroll							
I-T2 202212271358	State Withholding	R	12/27/2022	6,081.00		012721		6,081.00
00203	Davis Trust Company							
I-CC 202212271358	Employee Christmas Club	R	12/27/2022	2,520.00		012722		2,520.00
00747	Washington National Insurance							
I-WN 202212271358	Washington National Insurance	R	12/27/2022	438.31		012723		438.31
00837	COE Payroll Reimbursement							
I-001202212271358	Payroll Reimbursement	R	12/27/2022	47,957.78		012724		
I-006202212271358	Payroll Reimbursement	R	12/27/2022	5,105.56		012724		
I-036202212271358	Payroll Reimbursement	R	12/27/2022	16,696.99		012724		
I-400202212271358	Payroll Reimbursement	R	12/27/2022	15,485.07		012724		
I-401202212271358	Payroll Reimbursement	R	12/27/2022	14,344.95		012724		
I-404202212271358	Payroll Reimbursement	R	12/27/2022	10,158.31		012724		109,748.66
01885	Colonial Life							
I-CL 202212271358	Colonial Life-AT	R	12/27/2022	85.92		012725		
I-CLP202212271358	Colonial Life-PT	R	12/27/2022	52.52		012725		138.44
00150	COE Payroll							
I-T1 202212271360	Federal Withholding	R	12/27/2022	247.09		012726		247.09

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash
 DATE RANGE:12/12/2022 THRU 12/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00151	COE Payroll							
I-T3 202212271360	FICA	R	12/27/2022	267.04		012727		
I-T4 202212271360	Medicare	R	12/27/2022	62.46		012727		329.50
00152	COE Payroll							
I-T2 202212271360	State Withholding	R	12/27/2022	112.00		012728		112.00
00837	COE Payroll Reimbursement							
I-001202212271360	Payroll Reimbursement	R	12/27/2022	1,532.85		012729		1,532.85
00792	WV Consolidated Retirement Boa							
I-RTD202211291354	Retirement	R	12/28/2022	6,235.69		012730		
I-RTD202212131356	Retirement	R	12/28/2022	6,006.84		012730		
I-RTD202212271358	Retirement	R	12/28/2022	6,200.40		012730		
I-RTD202212271360	Retirement	R	12/28/2022	290.73		012730		18,733.66
00805	FBMC							
I-MFB202211291354	Mt. Flex Benefit	R	12/28/2022	1,729.93		012731		
I-MFB202212131356	Mt. Flex Benefit	R	12/28/2022	1,594.65		012731		
I-MFB202212271358	Mt. Flex Benefit	R	12/28/2022	1,573.47		012731		
I-RChen 12/2022	RChenoweth 3pays 12/2022	R	12/28/2022	52.54		012731		4,950.59
00952	WV Consolidated Retirement Boa							
I-RTF202211291354	Retirement	R	12/28/2022	2,690.62		012732		
I-RTF202212131356	Retirement	R	12/28/2022	2,117.66		012732		
I-RTF202212271358	Retirement	R	12/28/2022	2,300.68		012732		
I-RTN202211291354	Retirement	R	12/28/2022	3,511.08		012732		
I-RTN202212131356	Retirement	R	12/28/2022	3,442.80		012732		
I-RTN202212131357	Retirement	R	12/28/2022	224.74		012732		
I-RTN202212271358	Retirement	R	12/28/2022	3,743.94		012732		18,031.52
00993	WV Consolidated Retirement Boa							
I-RT6202211291354	Retirement 6%	R	12/28/2022	8,224.07		012733		
I-RT6202212131356	Retirement 6%	R	12/28/2022	7,606.87		012733		
I-RT6202212271358	Retirement 6%	R	12/28/2022	7,977.68		012733		23,808.62
02340	West Virginia State Tax Depart							
I-GAR202211291354	Garnishment - DI# 614946	R	12/28/2022	61.00		012734		
I-GAR202212131356	Garnishment - DI# 614946	R	12/28/2022	61.00		012734		
I-GAR202212271358	Garnishment - DI# 614946	R	12/28/2022	61.00		012734		183.00
00140	City of Elkins							
I-CKREQ UT BED	Utility Bed Purchase	R	12/29/2022	100.00		012735		100.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE:12/12/2022 THRU 12/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00158	COE Water Depreciation Account							
I-Deprec Dep 093022	Water Deprec Deposit 093022	R	12/29/2022	7,618.01		012736		7,618.01
00267	Fastenal Company							
I-WVELK170862	Paint/Safety Glasses	R	12/29/2022	381.54		012737		381.54
00378	J F Allen Co.							
I-11121958/66	Blacktop Worth Ave	R	12/29/2022	415.00		012738		
I-795 801 810 814	Stone	R	12/29/2022	2,235.98		012738		2,650.98
00465	Steve's Electrical Service LLC							
I-202142	Labor 11/13-11/19/22	R	12/29/2022	1,200.00		012739		
I-202143	maint 111922-121022	R	12/29/2022	2,340.00		012739		3,540.00
00471	Mon Power							
I-CITYPK 121322	CITY PK 1109-120922	R	12/29/2022	10.28		012740		
I-PARK 121322	Park St 1109-120922	R	12/29/2022	5.78		012740		
I-PARKST 465 121322	Park St 465 110922-120922	R	12/29/2022	10.68		012740		
I-ParkSt 002 121522	Park St 002 111122-121322	R	12/29/2022	3.32		012740		
I-RRAVE 121622	BLKLT0 RR Ave 111522-121322	R	12/29/2022	42.25		012740		72.31
00479	Amtower Auto Supply, Inc.							
I-180480	1/2in Ring Kit/Bstr Cable/Clmp	R	12/29/2022	659.73		012741		659.73
00712	Tyler Technologies, Inc.							
I-025-404796	MStarbird 11/30/22 Executime	R	12/29/2022	65.00		012742		65.00
00779	Woodford Oil Company							
I-4396350	4 CHV Multifak Grease	R	12/29/2022	498.00		012743		498.00
00858	Capital Doors, Inc.							
I-2333	garage door repairs	R	12/29/2022	2,510.17		012744		2,510.17
00884	Colonial Court Service Station							
I-574819	Tires F550 Ford Dump	R	12/29/2022	540.00		012745		540.00
00900	National Road Utility Supply,							
I-334472	PVC Pipe 02x20 CL200	R	12/29/2022	1,200.00		012746		1,200.00
00970	TLC Stump Grinding & Tree							
I-2349	Felling Tree/Chipping- CityPk	R	12/29/2022	1,000.00		012747		1,000.00
01594	Pace Analytical Services LLC							
I-2230399831	Nov 2022 contract sampling	R	12/29/2022	2,275.17		012748		2,275.17

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash
 DATE RANGE:12/12/2022 THRU 12/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01697	C-Com LLC							
I-654167	Maint/Repair 11/16-11/18/22	R	12/29/2022	1,500.00		012749		
I-654168	Maint/Repair 11/21-11/23/22	R	12/29/2022	1,500.00		012749		
I-654169	Maint/Repair 11/28-11/30/22	R	12/29/2022	1,500.00		012749		
I-654170	Maint/Repair 1207-120922	R	12/29/2022	2,700.00		012749		7,200.00
01765	See Excavating LLC							
I-202245	fixed water leak by NAPA	R	12/29/2022	600.00		012750		600.00
01790	Crim Law Office PLLC							
I-316 WB 09/2022	Attyny Serv Water Board 09/2022	R	12/29/2022	770.00		012751		770.00
01833	P3 Cost Analysts							
I-16258	Nov 2022 Savings	R	12/29/2022	325.59		012752		325.59
02308	Sheriff of Randolph County							
I-TAX TICKET 9959	2022 FULL YEAR TAXES SHANK	R	12/29/2022	135.73		012753		135.73
02347	LEAF							
I-14009846	Toshiba E478S	R	12/29/2022	96.74		012754		96.74
02385	Stryker Sales, LLC							
I-3973358	AEDs	R	12/29/2022	18,274.75		012755		18,274.75
02388	Julio Cesar Oviedo Hernandez							
I-22CR444 ELanzas	E Lanzas Bond Refund 22CR444	R	12/29/2022	302.00		012756		302.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	108	1,342,934.90	0.00	1,342,934.90
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	810.00	0.00	810.00
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:	110	1,343,744.90	0.00	1,343,744.90
BANK: Pool TOTALS:	110	1,343,744.90	0.00	1,343,744.90
REPORT TOTALS:	111	1,348,744.90	0.00	1,348,744.90

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 12/12/2022 THRU 12/30/2022
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:	January 5, 2023
Section:	Unfinished business
Category:	Ordinance
Agenda Item Name:	<i>Ordinance 309: An Ordinance of the Common Council of the City of Elkins, West Virginia, Renewing Franchise Agreement with Cequel III Communications II, LLC DBA Optimum (2nd and final reading)</i>
Recommended By:	Finance Committee
Summary:	The second reading of Ordinance 309 was postponed at the December 15, 2022 meeting at the recommendation of Attorney Bob Rodecker given the failure of Optimum to provide requested information.
Fiscal Impact:	
Recommendation:	Consider the recommendation of Mr. Rodecker.
Attachments:	1. O#309

ORDINANCE 309

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 5, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	<i>Ordinance 310: An Ordinance of the Common Council of the City of Elkins, West Virginia To Amend and Revise Chapter 35: <u>Elections</u></i>
Recommended By:	Rules and Ordinances Committee, Chief Elections Official/City Clerk and City Attorney
Summary:	A complete review of Chapter 35: Elections was conducted and several areas were identified and suggested amendments were made to bring the city code in line with the new City Charter and WV Code.
Fiscal Impact:	There will be a minimal increase in the payment of alternates when attending training. This total anticipated increase is \$150 every other year.
Recommendation:	Adoption of all recommended changes.
Attachments:	<ol style="list-style-type: none"> 1. 2023-01-04 Memo and Ord 310 with Revisions 2. Ordinance 310

ORDINANCE 310

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKINS, WEST VIRGINIA, TO AMEND AND REVISE CHAPTER 35: ELECTIONS

WHEREAS, the Charter of the City of Elkins was amended by the Common Council’s adaption of Ordinance 276 in 2020 and by referenda in the City Election of March, 2021;

WHEREAS, as a result of the changes to the Charter, it has become necessary to amend and revise Chapter 35: Elections, and concur with the changes in the Charter; and

WHEREAS, the City will hold an election in June, 2023, and the Common Council finds and determines that it would be in the best interest of the City and its Citizens to amend and revise Chapter 35: Elections.

NOW THEREFORE, be it **ORDAINED** and **ENACTED** that the Elkins City Code, Chapter 35: Elections shall be read as follows:

CHAPTER 35: ELECTIONS

Section

- 35.01 Applicability of state law; duties of Council and City Clerk
- 35.02 Designation of chief election official
- 35.03 Voter eligibility
- 35.04 Registration of voters and duty of Clerk to procure registration books
- 35.05 Voting precincts
- 35.06 Candidate filing period
- 35.07 Filing announcement of candidacy; requirements; filing fees
- 35.08 Prohibition against running for two offices
- 35.09 Prohibition against city employees holding office
- 35.10 Withdrawal of candidates
- 35.11 Write-in candidates
- 35.12 Election of Mayor and Council members

- 35.13 Ballot Commissioners; selection; duties generally
- 35.14 Drawing for ballot position
- 35.15 Election Commissioners and Clerks; notice; instructions; vacancies
- 35.16 Compensation of election officials; expenses
- 35.17 Electronic voting systems
- 35.18 Tie votes
- 35.19 Contested elections
- 35.20 Absentee voting
- 35.21 Early voting
- 35.22 Vacancies
- 35.23 Campaign finance
- 35.24 Construction

Charter reference:

Elections, see Char. Article VI

Cross-reference:

Election of City Clerk, see § 32.35

Statutory reference:

Expenses of general elections, see W.Va. Code § 8-5-14

Judicial review of orders of Council relating to city elections, see W.Va. Code § 8-3-16

West Virginia Election Code, see W.Va. Code Ch. 3

§ 35.01 APPLICABILITY OF STATE LAW; DUTIES OF COUNCIL AND CITY CLERK.

The provisions of W.Va. Code Ch. 3 referring to elections, insofar as such provisions can be applied within the city and insofar as not otherwise provided by the city's Charter or this code, shall govern the conduct of city elections.

(Ord. 043, passed 9-21-2006; Ord. 170, passed 7-18-2013; Ord. 234, passed 3-2-2017)

§ 35.02 DESIGNATION OF CHIEF ELECTION OFFICIAL.

The chief election official of the city shall be the City Clerk, who shall perform such other duties as required by ordinance and W.Va. Code Ch. 3.

(Ord. 043, passed 9-21-2006)

§ 35.03 VOTER ELIGIBILITY.

Only persons who are bona fide residents of the city and are registered to vote as provided by law shall be entitled to vote in any municipal election.

(Ord. 043, passed 9-21-2006)

Statutory reference:

Persons entitled to vote, see W.Va. Code § 3-1-3

§ 35.04 REGISTRATION OF VOTERS AND DUTY OF CLERK TO PROCURE REGISTRATION BOOKS.

(A) The registration of voters of city shall be integrated with the system of permanent registration of voters established by the West Virginia Code.

(B) The registration record shall remain in the possession of the Clerk of the County Commission, except for use in municipal elections.

(C) At least one day prior to every municipal election it shall be the duty of the City Clerk to procure from the office of the Clerk of the County Commission the registration records necessary for the conduct of such election.

(D) Such records shall, within ten days after the date of the municipal election, be returned to the office of the Clerk of the County Commission by the City Clerk.

(E) In case of a contested municipal election, the registration record of any challenged voter shall be made available by the Clerk of the County Commission to the municipal Council to determine the contest. Such record shall be returned to the office of the Clerk of the County Commission within a reasonable time after the contest shall have been finally decided.

(Ord. 043, passed 9-21-2006)

Statutory reference:

For corresponding provisions of state law, see W.Va. Code § 3-1-27

§ 35.05 VOTING PRECINCTS.

(A) Voting precincts. There shall be five voting precincts established in the city for the purpose of city elections as defined in the Elkins City Charter.

(B) Polling places. The Chief Election Officer, before each election, shall secure, for each voting precinct in the city, a suitable room or building in which to hold the election and shall cause the same to be suitably provided with heat, light and a sufficient number of booths or

compartments, and furnished with proper supplies for preparing ballots, or at/in which voters may conveniently prepare their ballots, so that in the preparation thereof they may be secure from the observation of others. Such room or building shall be located in such precinct; provided, however, that upon a determination of the Chief Election Officer that a suitable room or building in which to hold the election is not reasonably available in such precinct then the Chief Election Officer may secure a suitable room or building in which to hold the election for such precinct in an adjacent precinct in the city.

(Ord. passed 12-4-1980; Ord. 043, passed 9-21-2006)

Statutory reference:

Designation and arrangement of polling places, see W.Va. Code § 3-1-23

Duty of Council to provide by ordinances for making precincts coincide, as nearly as possible, to the boundaries of precincts established by the county, see W.Va. Code § 3-1-6

§ 35.06 CANDIDATE FILING PERIOD.

(A) The candidate filing period shall commence on the third Monday following the issuance of the call of the election. The candidate filing period shall continue until midnight of the third Friday following the day of its commencement.

(B) Before distributing certificate of announcement filing forms to candidates, the Clerk shall enter the date of drawing for ballot position on the certificate of announcement, in order to meet the requirement that candidates be given notice of the drawing at the time of filing.

(Ord. 043, passed 9-21-2006)

§ 35.07 FILING ANNOUNCEMENT OF CANDIDACY; REQUIREMENTS; FILING FEES.

(A) Any person who is eligible and seeks to hold the office of Mayor or member of Council shall file a certificate of announcement with the City Clerk declaring as a candidate for election to office. The certificate of announcement shall be in a form prescribed by the Secretary of State on which the candidate shall make a sworn statement before a notary public or some other officer qualified to administer oaths. An incomplete certificate of announcement which lacks essential information may be rejected.

(B) The filing of the announcement with the City Clerk shall be made by the last day of the candidate filing period, and must be received by the Clerk before midnight, Eastern Standard Time, of that day or, if mailed, shall be postmarked before that hour.

(C) Every person who becomes a candidate for election to office in any election shall, at the time of filing the certificate of announcement as required in this section, pay a filing fee as follows:

(1) A candidate for the office of Mayor shall pay a fee of an amount set by Council from time to time; and

(2) A candidate for the office of Council member shall pay a fee of an amount set by Council from time to time.

(Ord. 043, passed 9-21-2006)

§ 35.08 PROHIBITION AGAINST RUNNING FOR TWO OFFICES.

A candidate's name shall not appear on the ballot for any office if the candidate files a certificate of announcement for more than one office and does not formally withdraw from all but one office before the close of the candidate filing period.

(Ord. 043, passed 9-21-2006)

Statutory reference:

For corresponding provisions of state law, see W.Va. Code § 3-5-7(i)

§ 35.09 PROHIBITION AGAINST CITY EMPLOYEES HOLDING OFFICE.

A city employee shall not serve on Council or as Mayor while employed by the city.

(Ord. 043, passed 9-21-2006)

§ 35.10 WITHDRAWAL OF CANDIDATES.

A candidate who files a signed and notarized written statement of withdrawal received by the Clerk not later than eighty-four days before the election shall be removed from the ballot.

(Ord. 043, passed 9-21-2006)

Statutory reference:

For corresponding provisions of state law, see W.Va. Code § 3-5-11

§ 35.11 WRITE-IN CANDIDATES.

Write-in candidates are required to file a certificate of announcement at least 49 days before the election in order to have their votes counted. Also, once they announce the intention to run a write-in campaign, they are required to file campaign financial statements, just as with other candidates. Write-in candidates shall not be required to pay a filing fee.

(Ord. 043, passed 9-21-2006)

Statutory reference:

For corresponding provisions of state law, see W.Va. Code §§ 3-6-4a and 3-6-5

§ 35.12 ELECTION OF MAYOR AND COUNCIL MEMBERS.

(A) On the second Tuesday in June, 2023 and every two years thereafter on the second Tuesday in June, there shall be elected by the qualified voters of the city a Mayor and such other officers as may be provided for in the Charter § 1.04. The Mayor shall hold office for the term of four years, commencing on July 1 after the election and continuing until a successor shall have been elected and qualified.

(B) On the same day mentioned in division (A) above, one member of the Council shall be elected in each ward of the city, who shall hold his or her office for the term of four years, commencing on July 1 after the election and continuing until a successor shall have been elected and qualified.

(C) At the city election to be held in the year 2023, and at each such election held thereafter, the person receiving the highest number of votes cast for the office of Mayor and the person receiving the highest number of votes cast for the office of Council member in each ward shall be elected.

(Ord. passed 12-4-1980; Ord. passed 12-18-1986; Ord. 043, passed 9-21-2006)

§ 35.13 BALLOT COMMISSIONERS; SELECTION; DUTIES GENERALLY.

(A) The City Clerk shall, in consultation with Council, appoint two other Ballot Commissioners. Those appointments shall be made between January 15 and January 30, and they shall be for terms of two years, or until their respective successors are duly appointed and qualified.

(B) The Clerk and two appointees shall constitute the Board of Ballot Commissioners, and the Clerk shall be Chairperson. Together, they shall perform the duties of such Commissioners at all regular and special elections held in the city during their term of office.

(C) The provisions of W.Va. Code Ch. 3 with respect to the duties and responsibilities of Ballot Commissioners, so far as they are applicable, shall apply to city elections.

(Ord. 043, passed 9-21-2006)

Statutory reference:

For corresponding provisions of state law, see W.Va. Code §§ 3-1-2a, 3-1-19, 3-1-20, 3-1-21, 3-1-24, 3-5-10 and 3-6-3

§ 35.14 DRAWING FOR BALLOT POSITION.

(A) Position of candidate names on the ballot shall be determined by a random drawing whenever more than one candidate has filed for the same office. The drawing for ballot

position shall commence at 9:00 a.m. on the fourth Tuesday after the close of the candidate filing period. Should the aforementioned drawing date be a legal holiday then the drawing shall commence at the appointed hour on the first business day immediately thereafter.

(B) Once the drawing has been held, the Ballot Commissioners shall meet to certify the ballot before it is conveyed to the printer.

(Ord. 043, passed 9-21-2006)

Statutory reference:

For corresponding provisions of state law, see W.Va. Code §§ 3-5-13a and 3-6-2(d)(2)

§ 35.15 ELECTION COMMISSIONERS AND CLERKS; NOTICE; INSTRUCTIONS; VACANCIES.

(A) Uniform Election Board. No later than the 49th day before the election, the Council shall appoint a Uniform Election Board, consisting of two Election Commissioners and two poll clerks, to conduct each election in each precinct of the city. At the same time as the appointment of election officials or at a subsequent meeting the Council shall appoint persons as alternates. At the Council meeting immediately preceding the meeting at which the appointments are to be made, the City Clerk, in consultation with the Council members from each ward, shall submit a list of persons proposed for appointment by the Council to serve as election officials in each ward.

(B) Notice. The Clerk shall mail notices to every person appointed as an election official within seven days following appointment. The appointed official must respond within 14 days following appointment and state whether or not they will serve. If the person fails to respond in time, the Clerk appoints a replacement from the alternate list or, after all alternates have been used, any eligible voter.

(C) Instruction of election officials. No person may serve as an election commissioner or poll clerk unless he or she has attended the instructional program required with thirty days before the election. No election officer, upon being so notified to appear for instruction, shall fail without just cause to do so. If any officer does so fail to appear, the Council may appoint some other qualified person and such person, after instruction, shall act in the place of the defaulting officer.

(D) Qualifications. As to qualifications of election officials, the city hereby adopts and will adhere to W.Va. Code § 3-1-28, Election officials; eligibility, suspension of eligibility.

(E) Oaths. As to oaths to be administered to election officials, the city hereby adopts and will adhere to W.Va. Code § 3-1-30a, Oaths of election commissioners and poll clerks, substitution of persons.

(Ord. 043, passed 9-21-2006)

Statutory reference:

For corresponding provisions of state law, see W.Va. Code §§ 3-1-30, 3-1-46, 3-4A-14

§ 35.16 COMPENSATION OF ELECTION OFFICIALS; EXPENSES.

(A) Each Ballot Commissioner shall be allowed and paid a sum, to be fixed by the Council, not exceeding an amount set by Council from time to time for each day he or she shall serve as such, but in no case shall a Ballot Commissioner receive allowance for more than ten days services in any one election.

(B) Each election commissioner and poll clerk, including alternates, shall be allowed and paid a sum, to be fixed by the Council, not exceeding an amount set by Council from time to time, for one day's service for attending the school of instruction for election officials.

(C) Each election commissioner and poll clerk shall be allowed and paid a sum, to be fixed by the Council, not exceeding an amount set by Council from time to time, for services at any one election. The sum to be allowed and paid to Commissioners of Election and poll clerks is herewith set at an amount set by Council from time to time.

(D) Each alternate election commissioner and poll clerk may be paid a sum, to be fixed by the Council, not exceeding an amount set by Council from time to time, for one day's service for attending the school of instruction for election officials.

(E) The Commissioners of Elections or poll clerks obtaining and delivering the election supplies and returning them are to be paid an additional sum, to be fixed by the Council, not to exceed an amount set by Council from time to time. In addition, the Commissioner of Elections or poll clerk is to be paid mileage up to the rate of reimbursement authorized by the travel management rule of the Department of Personnel for each mile necessarily traveled in the performance of his or her services.

(F) The compensation of election officers, the cost of printing ballots and all other expenses incurred in holding and making the return of elections shall be audited by the Council and paid out of the city treasury.

(Ord. passed 12-4-1980; Ord. 043, passed 9-21-2006; Ord. 164, passed 2-21-2013)

§ 35.17 ELECTRONIC VOTING SYSTEMS.

(A) The Council adopts for use in all city elections the electronic voting system which has been adopted for use by the County Commission upon such terms and conditions as may be agreed upon between the County Commission and the city.

(B) The provisions of W.Va. Code §§ 3-4A-1 et seq., relating to electronic voting systems, shall, insofar as applicable, apply to city elections.

(Ord. passed 12-4-1980; Ord. 043, passed 9-21-2006)

§ 35.18 TIE VOTES.

Whenever two or more persons receive an equal number of votes for Mayor or Council member, such tie shall be decided by ballot of the Council in existence at the time the election is held.

(Ord. passed 12-4-1980; Ord. 043, passed 9-21-2006)

Statutory reference:

Tie votes, see W.Va. Code § 8-5-15

§ 35.19 CONTESTED ELECTIONS.

All contested elections shall be heard and determined by the Council in existence at the time the election is held, and the contest shall be made and conducted as provided for by state statutes for county and district offices. The Council, by its proceedings in such cases, shall, as nearly as is practicable, conform to similar proceedings of the County Commission in such cases.

(Ord. passed 12-4-1980; Ord. 043, passed 9-21-2006)

Statutory reference:

Contested elections, see W.Va. Code § 8-5-17

§ 35.20 ABSENTEE VOTING.

The provisions of W.Va. Code Ch. 3, Art. 3, Voting by absentees, so far as applicable and except where clearly not adaptable, shall apply to all city elections.

(Ord. passed 12-4-1980; Ord. 043, passed 9-21-2006)

Statutory reference:

For state law basis of this section, see W.Va. Code § 3-3-13

§ 35.21 EARLY VOTING.

(A) The voting period for early in-person voting is to be conducted during regular business hours beginning on the thirteenth day before the election, and continuing through the third day before the election. Additionally, early in-person voting is to be available from 9:00 a.m. to 5:00 p.m. on Saturdays during the early voting period.

(Ord. 043, passed 9-21-2006; Ord. 163, passed 2-7-2013)

Statutory reference:

For state law basis of this section, see W.Va. Code § 3-3-1

§ 35.22 VACANCIES.

(A) When a vacancy occurs in a municipal elective office, the governing body shall fill the vacancy by appointment of a qualified person until the next election.

(B) The office shall be placed on the next election for service of the remainder of the vacated term or for a new term, whichever is appropriate.

(C) In the event of the temporary absence of the Mayor, the City Clerk shall serve as the Acting Mayor. In the event of an extended absence of the Mayor, Council shall by public vote select one of their number to serve as Acting Mayor. The Acting Mayor shall exercise the powers and duties of the Mayor as described in the Charter.(Ord. 043, passed 9-21-2006)

Statutory reference:

Filling of vacancies, see W.Va. Code § 8-5-10

§ 35.23 CAMPAIGN FINANCE.

The provisions of W.Va. Code Ch. 3, as they relate to campaign finance, so far as applicable and except where clearly not adaptable, shall apply to all city elections.

(Ord. 043, passed 9-21-2006)

§ 35.24 CONSTRUCTION.

(A) Nullification of former ordinances. These revisions to the city code are prospective and supersede and eviscerate all prior election ordinances that are inconsistent with the foregoing revisions.

(B) Severability. It shall be considered that it is the legislative intent, in the enactment of any ordinance, that if any part of the chapter is held unconstitutional, the remaining parts shall remain in force. Should any provision of this chapter be determined to be invalid by a court or other tribunal of competent jurisdiction, such section shall be deemed to be severable, and all other code provisions shall be in full force and effect.

(C) Inconsistency. If any provision of this chapter is found to be inconsistent with the West Virginia Code governing elections, or the Code of State Regulations governing elections, as promulgated by the West Virginia Secretary of State, then the State Code, or Code of State Regulations promulgated by the West Virginia Secretary of State shall control, and any such inconsistent provisions shall be deemed invalid.

(Ord. 043, passed 9-21-2006)

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

The invalidity of any section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part or parts.

This Ordinance shall be effective upon passage.

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

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

CITY OF ELKINS, WEST VIRGINIA

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 5, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	<i>Resolution 1596: Approving the Promotion of and Establishing a New Compensation Level for K. Shifflett</i>
Recommended By:	Police Civil Service Commission and Mayor
Summary:	The PCSC administered competitive promotion testing for the rank of Corporal. K. Shifflett scored highest on the list of eligible candidates.
Fiscal Impact:	Increase from Grade 10 to Grade 11.
Recommendation:	Approve promotion and increase in salary
Attachments:	1. Resolution 1596

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

(#1596)

January 5, 2023

***Approving the Promotion of and Establishing
a New Compensation Level for K. Shifflett***

WHEREAS, the City of Elkins operates the Elkins Police Department (“the Department”) under the civil service provisions contained in West Virginia Code §8-14-6 *et seq.*, and accordingly vests the Elkins Police Civil Service Commission (“the Commission”) with authority over various aspects of officer promotions and related matters; and,

WHEREAS, on January 20, 2011, the Elkins Common Council approved the *Rules and Regulations of the Elkins Police Civil Service Commission*; and

WHEREAS, section 6.02 of those rules contains the following provision:

“Persons who have completed at least two (2) years continuous service in the next lower grade shall be eligible to apply for promotion in accordance with the provisions of this part”; and,

WHEREAS, a vacancy in the rank of corporal currently exists in the Department; and,

WHEREAS, the Elkins Police Civil Service Commission administered competitive testing for candidates meeting the minimum requirements per the *Rules and Regulations of the Elkins Police Civil Service Commission* resulting in a list of eligible applicants (attached as part of the record); and,

WHEREAS, the Elkins Police Civil Service Commission has accordingly certified that Officer Kevin Shifflett is the top candidate eligible for promotion to the rank of corporal as of December 28, 2022; and,

WHEREAS, the City of Elkins Personnel Policy Manual Sec. 4.H provides that any employee who is promoted to a higher grade classification shall be placed in the step of the new grade which best reflects the base differential between the current grade and the new grade classification; and,

WHEREAS, Officer Shifflett is currently assigned to Grade 10, Step 25 at the associated wage of \$19.84 per hour and the closest wage differential in the newly assigned Grade 11, is Step 25 at the associated wage of \$21.03 per hour; and,

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

WHEREAS, West Virginia Code, §8-5-12 provides that every municipality shall by ordinance or

budget fix or cause to be fixed the salary or compensation of every municipal officer and employee; and,

WHEREAS, sufficient funds are available within the Police Department account of the current fiscal year's General Fund budget; *now, therefore, be it*

RESOLVED AND ORDAINED by the Common Council of the City of Elkins that K. Shifflett is hereby promoted to the rank of corporal as of December 28, 2022; and,

FURTHER, that the amount of compensation shall be \$21.03 per hour, effective that date.

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk

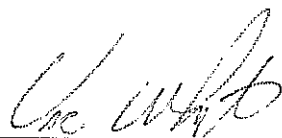
ELKINS POLICE CIVIL SERVICE COMMISSION

List of Eligible Applicants

(Arising from a vacancy declared August 11, 2022)

Finalized December 28, 2022

<u>Name of Eligible</u>	<u>Weighted Score</u>
Kevin Shifflett	58.17
William Butcher	54.39
Dustin George	51.89



Vic White, Vice President

Elkins Police Civil Service Commission



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 5, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	<i>Resolution 1597: Accepting Conditions of Agreement with Piper Sandler for the Potential Issuance of Tax Increment Financing Bonds</i>
Recommended By:	Council and City Clerk
Summary:	At the November 3, 2022 meeting of council, a presentation on Tax Increment Financing was given by Joe Nassif, Robbie Morris, Dave Clark and Jessica Sutton. Mr. Nassif has participated in the creation of the draft TIF application, specifically the financial forecasting.
Fiscal Impact:	n/a until bonds are issued
Recommendation:	Approval of agreement
Attachments:	1. Resolution 1597

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1597)

January 5, 2023

***Accepting Conditions of Agreement with Piper Sandler
for the Potential Issuance of Tax Increment Financing Bonds***

WHEREAS, The City of Elkins, West Virginia (“City”) has determined to pursue the creation of a new Tax Increment Financing District (“TIF District”) in the City of Elkins; and,

WHEREAS, upon approval of the TIF District, the City intends to issue bonds or notes as a mechanism to fund public projects: and,

WHEREAS, the potential issuance of bonds or notes will require the services of an underwriter or placement agent: and,

WHEREAS, Mr. Joe Nassif with Piper Sandler has been working with the City, Woodlands Development Group and the Randolph County Development Authority to prepare necessary related documents in the proposed development of the TIF District; and,

WHEREAS, Mr. Nassif, on behalf of Piper Sandler, has submitted a proposed Engagement Letter between his firm and the City of Elkins, for services related to the potential issuance of TIF District bonds (copy attached); and,

WHEREAS, it appears that entering into this Agreement 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 and authorizes execution by the Mayor of the attached Engagement Letter between Joe Nassif, of the firm Piper Sandler, and the City of Elkins for services related to the potential issuance of bonds or notes related to the approved TIF District; and,

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk

December 28, 2022

The Honorable Jerry A. Marco, Mayor
City of Elkins, West Virginia
401 Davis Avenue
Elkins, WV 26241

Re: Underwriter/Placement Agent Engagement Letter relating to the potential issuance of

- Tax Increment Revenue Bonds, Series 2023
- Lease Revenue Bonds, Series 2023

Dear Mayor Marco:

This letter confirms the agreement (the "Agreement") between Piper Sandler & Co. ("Piper Sandler" or "we" or "us") and the City of Elkins (the "Issuer" or "you") for the potential issuance of the above referenced bonds or notes (the "Securities") as follows:

1. **Engagement.** The Issuer hereby engages Piper Sandler to serve as an underwriter or placement agent for the Securities. As currently contemplated, the transaction will be an underwriting or private placement of the Securities. Sale and delivery of the Securities by the Issuer will occur on the day of closing ("Closing Date").
2. **Scope of Services.** We understand that the decision to either conduct a public sale of the Securities or sell the Securities in a private placement to a single or limited number of investors will be made by you sometime in the future. As a preliminary matter, we can assist you in determining whether to pursue a public sale or a private placement to a bank or other financial institution, based upon the facts and circumstances in evidence at that time. Depending on the capacity in which we would be acting, Piper Sandler agrees, as appropriate and directed by you, to provide the following services.

As an Underwriter:

- (a) Assist with the potential preparation of an application for a tax increment financing district and project plan, including preparation of the preliminary projection of property tax increment, preliminary financing structure, preliminary bond schedules, and preliminary summary of financing terms letter;
- (b) Provide advice concerning structure, timing, terms and other similar matters concerning the Securities, including recommendations as to maturities, interest rates, structure, security, timing, and amount of proceeds needed to implement your project;
- (c) Review and make comments with respect to sale documents, as applicable, including Explanatory Statements, Authorizing Bond Resolutions, bond declarations and indentures and other underlying documents relating to the Securities;
- (d) Develop a sale schedule that incorporates all aspects of bringing Securities to market and arranging for a successful closing of the transaction;
- (e) Assist in the preparation of the preliminary and final Official Statements to be issued by you relating to the Securities for final approval by you and your agents, including bond counsel;

- (f) Assist in making presentations to rating agencies with respect to the Securities;
- (g) Evaluate and make recommendations concerning the use of bond insurance and any other available credit enhancements;
- (h) Distribute preliminary and final Official Statements and other documents to a broad list of institutions, banks, trusts, insurance companies, professional investment advisors, and other prospective investors in Securities;
- (i) For a public sale, form, if deemed appropriate by Piper Sandler and you an underwriting group for the purpose of underwriting the Securities, and inform you as to the membership of any group so formed;
- (j) Develop a marketing plan for the offering, including identification of potential investors;
- (k) Negotiate the pricing, including the interest rate, and other terms of Securities;
- (l) Obtain CUSIP number(s) for Securities and arranging for their DTC book-entry eligibility as required;
- (m) Provide a final schedule of debt service payments for Securities;
- (n) Review and make comments with respect to closing documents prepared by Bond Counsel;
- (o) Plan and arrange for the closing and settlement of the issuance and the delivery of Securities; and
- (p) Other activities that are integral to the purchase and distribution of the Securities and activities integral to fulfilling the role of a placement agent or underwriter including under the antifraud provisions of the federal securities laws and the obligations of Piper Sandler under MSRB rules.

As a Placement Agent:

- (a) Assist with the potential preparation of an application for a tax increment financing district and project plan, including preparation of the preliminary projection of property tax increment, preliminary financing structure, preliminary bond schedules, and preliminary summary of financing terms letter;
- (b) Assist with the potential preparation of an application for a special excise sales tax district and project plan, including preparation of the preliminary projection of excise sales tax, preliminary financing structure, preliminary bond schedules, and preliminary summary of financing terms letter;
- (c) Consult with you in planning and implementing the placement of the Securities;
- (d) Prepare a plan of finance for the placement of the Securities;
- (e) Assist you in preparing and reviewing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the transaction;
- (f) Assist you in preparing for due diligence conducted by potential investors;
- (g) identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- (h) Assist you in negotiating definitive documentation;

- (i) Provide final schedule(s) of debt service payment for the Securities;
 - (j) Review and make comments with respect to closing documents prepared by Bond Counsel;
 - (k) Plan and arrange for the closing and settlement of the issuance and the delivery of Securities; and
 - (l) Other activities that are integral to the purchase and distribution of the Securities and activities integral to fulfilling the role of a placement agent under the antifraud provisions of the federal securities law and the obligation of Piper Sandler under MSRB rules.
3. ***Fees and Expenses.*** For our services as placement agent, compensation will be negotiated in connection with the placement of the Bonds. As underwriter, compensation will be by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into at the time of the sale of the Bonds. The amount of the placement agent fee or underwriting fee and/or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. The payments or receipts of the fee and/or discount shall be payable from gross proceeds received by you on all sales of the Securities payable by wire transfer in the event a closing of the Securities does not occur.
4. ***Representations, Warranties and Agreements of the Issuer.***

You represent and warrant to, and agree with us, that:

- (a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;
- (b) you will make available to us and each purchaser such documents and other information which we and each purchaser reasonably deem (the "Transaction Materials") appropriate and will provide access to your officers, directors, employees, accountants, counsel and other representatives and will provide each purchaser and us opportunities to ask questions and receive answers from these persons; it being understood that we and each purchaser will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and
- (c) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the transaction. You agree to notify us promptly of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Materials, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;
- (d) all financial projections that have or will be made available to Piper Sandler by you or any of your representatives in connection with the Transaction (the "Projections") have been and will be prepared in good faith and will be based upon assumptions believed by you to be reasonable (it being understood that projections by their nature are inherently uncertain and no assurances are being given that the results reflected in the Projections will be achieved);

- (e) On the Closing Date, you will deliver or cause to be delivered to us an Opinion of Bond Counsel to you, dated the Closing Date relating to: the validity of the Securities; exemption from registration and qualification under federal and state securities law; and if applicable the tax-exempt status of the Securities, together with a reliance letter from such counsel, dated the Closing Date and addressed to us and in a form acceptable to us.
5. **Other Matters Relating to Our Engagement.** The parties agree that we are not making a final commitment to underwrite or place securities until certain events have occurred including among other things, a successful authorizing bond election, satisfactory completion and execution of all final documentation for an offering including all terms and conditions and credit approval by Piper Sandler's internal credit approval process. This Agreement is therefore not a final commitment by us express or implied, to underwrite, place or purchase any securities. If you elect to conduct a public offering of the Securities, you and Piper Sandler will enter into a definitive bond purchase agreement which shall supersede the provisions of this agreement in any conflicting respects, except that the parties agree that the fee provisions set forth in Section 3 will continue to apply.
- You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. As underwriter or placement agent, Piper Sandler may provide advice concerning the structure, timing, terms, and other similar matters concerning the transaction. You acknowledge and agree that: (i) the primary role of Piper Sandler as an underwriter or placement agent, is to sell or place securities to investors in an arms-length commercial transaction and that Piper Sandler has financial and other interests that differ from your interests (ii) Piper Sandler is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated herein and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Sandler has to you with respect to the transaction contemplated hereby expressly are set forth in this agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent deemed appropriate in connection with the transaction contemplated herein.
6. **Disclosure.** Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the Securities. If our understanding is incorrect, please notify the undersigned immediately.
7. **Termination.** You or we may terminate our engagement under this agreement, with or without cause, upon ten days' written notice to the other party. The fee, expense reimbursement, your representations, warranties and agreements, and miscellaneous provisions of this agreement will survive any termination of our engagement under this agreement.
8. **Section Headings.** Section headings contained herein are for convenience of reference only and are not part of this agreement.
9. **Amendment.** This agreement may be amended only by a written instrument executed by each of the Parties. The terms of this agreement may be waived only by a written instrument executed by the party waiving compliance.
10. **Entire Agreement.** This agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this agreement.

11. **No Assignment.** This agreement has been made by the Issuer and Piper Sandler, and no other person shall acquire or have any right under or by virtue of this agreement.
12. **Governing Law.** This agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of West Virginia. You and we hereby waive all right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute arising out of this agreement or any matters contemplated by this agreement.
13. **Consent to Jurisdiction; Service of Process.** The parties each hereby (a) submits to the jurisdiction of any state or federal court sitting in the State of West Virginia for the resolution of any claim or dispute with respect to or arising out of or relating to this agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this agreement other than in a state or federal court sitting in the State of West Virginia and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 17. Nothing in this agreement will affect the right of any party to this agreement to serve process in any other manner permitted by law.
14. **Effectiveness.** This agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.
15. **Severability.** In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.
16. **Counterparts.** This agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.
17. **Notices.** Any notice required or permitted to be given under this agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, facsimile or overnight courier to the addresses set forth on the first page of this agreement with a copy sent to the General Counsel of such Party.
18. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Please confirm that the foregoing correctly and completely sets forth our understanding by signing and returning to us the enclosed duplicate of this engagement agreement.

Sincerely,



Joseph Nassif, Managing Director
Piper Sandler & Co.

Acknowledgement and Approval of Engagement
and Receipt of Appendix A Disclosures

The Honorable Jerry A. Marco, Mayor
City of Elkins

Date: _____

Appendix A – G-17 Disclosure

Thank you for engaging Piper Sandler & Co. to serve as your underwriter or placement agent. We are writing to provide you with certain disclosures relating to the captioned bond issue (Bonds), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).¹

Piper Sandler & Co. intends to serve as an underwriter or placement agent, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

If Piper Sandler is engaged to act as your underwriter in a negotiated underwriting, by engaging Piper Sandler as your underwriter, you determined to sell the Bonds by negotiated sale. A negotiated sale is the sale of a new issue of municipal securities by an issuer directly to an underwriter or underwriting syndicate selected by the issuer. A negotiated sale is distinguished from a sale by competitive bid, which requires public bidding by the underwriters. Piper Sandler did not advise you as to what method of sale (competitive or negotiated sale) you used for this issuance of municipal securities.

Dealer-Specific Conflicts of Interest Disclosures

Piper Sandler has identified the following actual or potential² material conflicts of interest:

- We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
 - Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Standard Disclosures

- Disclosures Concerning the Underwriters' Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

- The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³
- Disclosures Concerning the Placement Agent Role:
 - MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors.
 - Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation.
 - Unlike a municipal advisor, a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The placement agent has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
 - In the event an official statement is prepared, the placement agent will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.⁴
- Disclosures Concerning the Underwriters' Compensation:
 - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
- Disclosures Concerning the Placement Agent's Compensation:
 - The placement agent will be compensated by a fee that was negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the placement agent fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

⁴ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters or placement agent to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Appendix B – Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds. “General obligation (GO) bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on “unlimited tax” GO bonds are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas “limited tax” GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds. “Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to

pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding "Security" is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service

on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

Reinvestment Risk. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 5, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	<i>Resolution 1598:</i> To Consider and act upon a proposed Resolution regarding approval of (i) the Tax Increment Financing Application submitted by the City of Elkins (the "TIF Application") with respect to the proposed creation of a new Tax Increment Financing District in the City of Elkins to be called "The City of Elkins Redevelopment District No. 1" (the "TIF District") and public infrastructure projects and improvements within the TIF District; (ii) submission of the TIF Application to the West Virginia Department of Economic Development; and (iii) approval of other items in connection therewith.
Recommended By:	Council and City Clerk
Summary:	At the November 3, 2022 meeting of council, a presentation on Tax Increment Financing was given by Joe Nassif, Robbie Morris, Dave Clark and Jessica Sutton. Then at the meeting of November 17, 2022, Council adopted Resolution #1585 to set a public hearing date and notify other levying bodies of the city's interest in pursuing a TIF Application.
Fiscal Impact:	Potential TIF revenues in excess of \$8 million
Recommendation:	Approval for submission of TIF Application
Attachments:	1. R-1598

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1598)

January 5, 2023

To consider and act upon a proposed Resolution regarding approval of (i) the Tax Increment Financing Application submitted by the City of Elkins (the “TIF Application”) with respect to the proposed creation of a new Tax Increment Financing District in The City of Elkins to be called “The City of Elkins Redevelopment District No. 1” (the “TIF District”) and public infrastructure projects and improvements within the TIF District; (ii) submission of the TIF Application to the West Virginia Department of Economic Development; and (iii) approval of other items in connection therewith.

WHEREAS, The City of Elkins (the “City”) is authorized by the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the “Act”), to create development or redevelopment districts, cause project plans to be prepared, approve project plans, issue tax increment financing obligations and take other actions to facilitate the orderly development and economic stability of the City, all as more fully set forth in the Act;

WHEREAS, the City has proposed the creation and establishment of a redevelopment district to be known and designated as “The City of Elkins Redevelopment District No. 1” (the “TIF District”), and the approval of a development project plan (the “Project Plan”), specifically the development of certain public infrastructure improvements within the TIF District, including, without limitation, water lines, sanitary sewer lines, gas lines, stormwater drainage, telecommunications, cable, fiber optic, electric, and related public infrastructure improvements and relocations, culverts and facilities, wetlands mitigation, road improvements, streetscape systems, sidewalks, traffic control, pedestrian ways and systems, curbing, gutters, street lighting, public trail improvements, riverfront improvements and facilities, land and right of way acquisition, demolition and site preparation necessary for and incidental to the construction or installation of public infrastructure improvements, all within or contiguous with the TIF District (the “TIF Project”) to facilitate the issuance of tax increment financing obligations or the utilization of tax increment revenues to finance the costs of planning, acquiring, constructing and equipping the TIF Projects, being necessary public infrastructure improvements within or benefitting the TIF District;

WHEREAS, the City has prepared a Tax Increment Financing Application (the “Application”) relating to the proposed creation of the TIF District and approval of the Project Plan; and,

WHEREAS, the City did, on January 5, 2023, following proper notice thereof, hold a public hearing with respect to the Application wherein interested parties were afforded a

reasonable opportunity to express their views on the proposed creation of the TIF District and its proposed boundaries and the proposed approval of the Project Plan; and,

WHEREAS, the City has, following such public hearing, found and determined that the approval of the Application will benefit the City and its residents by facilitating the orderly development and economic stability of the City, and that development therein will encourage investing in job-producing, private development and expand the public tax base of the City, that future capital improvements will result in the increase in the value of property located in the TIF District and will encourage increased employment and business activity within such area and will serve a public purpose of the City; and

WHEREAS, the City now desires to submit the Application to the West Virginia Department of Economic Development for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ELKINS, AS FOLLOWS:

1. It is hereby found and determined following the public hearing thereon that the Application, as submitted to the City, is approved and is in form and substance suitable for submission to the West Virginia Department of Economic Development for its consideration of approval.

2. It is hereby found and determined that the TIF Projects as described in the Application are not reasonably expected to occur without the use of tax increment financing.

3. It is hereby found and determined that the development as set forth in the Application will not be solely used for development of commercial businesses that will unfairly compete in the local economy and that development or redevelopment is in the public interest because it will (i) discourage commerce, industry or manufacturing from moving their operating to another state; (ii) result in increased employment in the county; or (iii) result in preservation or enhancement of the tax base of the City.

4. It is hereby authorized and ordered that the City Clerk cause the Application and all other necessary documentation to be submitted to the West Virginia Department of Economic Development, together with a request for approval thereof.

5. The Mayor, City Clerk and other officials and employees of the City are hereby authorized and directed to take such actions as they shall deem appropriate in facilitating the approval of the Application.

6. This Resolution shall become effective immediately upon adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this 5th day of January, 2023.

THE CITY OF ELKINS

By: _____
Its Mayor

By: _____
Its City Clerk

APPROVED:

By: _____
Its City Attorney

CERTIFICATION

The undersigned, being the duly qualified, appointed and acting Clerk of The City of Elkins, does hereby certify that the foregoing Resolution was duly adopted by the Common Council of The City of Elkins at a regular meeting duly held, pursuant to proper notice thereof, on January 5, 2023, a quorum being present and acting throughout, and which Resolution has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this 5th day of January, 2023.

By: _____
City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 5, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	<i>Resolution 1599: Accepting Conditions of Lease between Tenants of the Darden House and the City of Elkins, and Authorizing Execution of Agreements</i>
Recommended By:	Municipal Properties Committee and City Attorney
Summary:	Leases have been negotiated with the current tenants of the Darden House, Preservation Alliance of WV and Mid-Ohio Valley Regional Council and have been recommended by the Municipal Properties Committee, the City Attorney and the Interim Operations Manager
Fiscal Impact:	Rent for each in the amount of \$250.00 month.
Recommendation:	Approval of leases for 2023.
Attachments:	1. Resolution 1599

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1599)

January 5, 2023

***Accepting Conditions of Lease between the Tenants of the Darden House
and the City of Elkins, and Authorizing Execution of Agreements***

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

WHEREAS, the Municipal Properties Committee has reviewed previous and existing agreements with the current tenants of the Darden House, including the Preservation Alliance of West Virginia (“PAWV”), the Mid-Ohio Valley Regional Council (“MOVRC”) and the Elkins Historic Landmarks Commission (“EHLIC”); and,

WHEREAS, the City Attorney and Operations Manager have drafted proposed leases with the PAWV and MOVRC (copies attached); and,

WHEREAS, the Municipal Properties Committee, City Attorney and Operations Manager recommend the EHLIC be permitted continue use of the Darden House without a lease as a subsidiary of the Elkins City Council; and,

WHEREAS, it appears that entering into these leases 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 the leases with PAWV and MOVRC by the Mayor on behalf of the City of Elkins.

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk

LEASE

THIS LEASE, made and entered into in duplicate this 1st day of January 1, 2023, by and between the CITY OF ELKINS, a West Virginia municipal corporation, (“Lessor”), and Preservation Alliance of WV, a West Virginia nonprofit corporation (“Lessee”).

WITNESSETH: That, subject to the terms and conditions hereinafter set out, Lessor hereby lets and leases unto Lessee a part of the premises and the real property located at 421 Davis Avenue, Elkins, West Virginia, known as Darden House and is more particularly described and shown on the attached exhibit including particular office space and identified common space.

1. TERMS AND RENTAL. The term of this Lease shall be until December 31, 2023, at a monthly rental of \$250.00, which includes all utilities, payable upon the execution of this Lease and payable on the 1st of each month thereafter.

2. COVENANTS OF LESSEE. The Lessee hereby covenants and agrees:

a. TO KEEP IN REPAIR AND IN GOOD CONDITION. That it will keep the leased premises, excluding the walls, roof, and other structural members of the building, in such repair as the same are at the commencement of said term, reasonable wear and tear and damage by fire or other unavoidable casualty excepted.

b. NOT TO INJURE OR DEFACE. That it will not injure, overload, or deface, or allow to be injured or defaced, the premises or any part thereof.

c. NOT TO MAKE UNLAWFUL USE, ETC. That it will use the premises for the sole purpose set forth above and will not make, or allow to be made, any improper or offensive use of the premises which would be injurious to any person or property, or which would violate the laws of the State of West Virginia or of the United States, or any ordinance of the City of Elkins, or which would affect or endanger any insurance coverage on the building situate on the premises or increase the premium thereof.

d. NOT TO MAKE ALTERATIONS. That it will not make any alterations or additions in and to the premises without the written consent of Lessor. Any alterations or additions so made shall be considered part of the real estate and shall belong to Lessor upon the conclusion of this Lease.

e. LESSOR TO ENTER AND PERMIT THIRD PARTY USE OF THE COMMON SPACES. That it will allow Lessor, at all reasonable times, to enter and view the premises and to make any repairs which it may see fit to make. The Lessor retains the right to lease the common spaces as designated on the exhibit for events at the request of outside organizations. The Lessor will notify the Lessee of any such use.

f. TO YIELD UP PREMISES. That at the expiration of the term of this Lease, it will peaceably yield the premises up to Lessor, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted.

g. TO INDEMNIFY AGAINST ACCIDENTS AND NEGLIGENCE. That it will save harmless and indemnify Lessor from and against all loss, liability or expense that may be incurred by reason of any claim arising out of or in connection with Lessee's occupancy and use of the leased premises. Lessee shall maintain liability insurance coverage, naming Lessor as an additional insured, with a limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Lessee's insurance policy shall apply as primary insurance with respect to any other insurance maintained by the Lessor.

h. TO BEAR RISK FOR CONTENTS. That all property of any kind that may be on the premises during the term of this Lease shall be at the sole risk of Lessee, and that Lessor shall not be liable to Lessee or any other person for any injury, loss, or damage to property or to any person on the premises.

i. NO WAIVER. That no assent, expressed or implied, by Lessor to any breach of any of Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same covenant or of any other covenant herein

3. COVENANT OF LESSOR. The Lessor hereby covenants and agrees that it will provide fire and hazard insurance on the leased premises but not the contents therein.

4. FIRE OR OTHER UNAVOIDABLE CASUALTY. In case the premises or any part thereof shall at any time during the term of this Lease be destroyed or damaged

by fire or other unavoidable casualty so as to be unfit for occupancy and use, this Lease shall terminate.

5. RIGHT OF REENTRY. If Lessee shall neglect or fail to perform any of its covenants, Lessor may, immediately or at any time, thereafter, enter into the premises and repossess the same as of its former state and expel Lessee, but without prejudice to any remedies which might otherwise be used by Lessor for any breach of Lessee's covenants.

6. NOTICE. Whenever notice is required hereunder, it shall be addressed as follows until written notice of change of address is given to the other party:

LESSOR: Mayor of the City of Elkins, City Hall,
401 Davis Avenue, Elkins, WV 26241

LESSEE: Preservation Alliance of WV

In Witness Whereof, Lessor and Lessee have set their hands and seals the day and year first written above.

CITY OF ELKINS,
a municipal corporation,

By: _____
Its Mayor

By: _____
Its: _____

LEASE

THIS LEASE, made and entered into in duplicate this 1st day of January 1, 2023, by and between the CITY OF ELKINS, a West Virginia municipal corporation, (“Lessor”), and Mid-Ohio Valley Regional Council (“Lessee”).

WITNESSETH: That, subject to the terms and conditions hereinafter set out, Lessor hereby lets and leases unto Lessee a part of the premises and the real property located at 421 Davis Avenue, Elkins, West Virginia, known as Darden House and is more particularly described and shown on the attached exhibit including particular office space and identified common space.

1. TERMS AND RENTAL. The term of this Lease shall be until December 31, 2023, at a monthly rental of \$250.00, which includes all utilities, payable upon the execution of this Lease and payable on the 1st of each month thereafter.

2. COVENANTS OF LESSEE. The Lessee hereby covenants and agrees:

a. TO KEEP IN REPAIR AND IN GOOD CONDITION. That it will keep the leased premises, excluding the walls, roof, and other structural members of the building, in such repair as the same are at the commencement of said term, reasonable wear and tear and damage by fire or other unavoidable casualty excepted.

b. NOT TO INJURE OR DEFACE. That it will not injure, overload, or deface, or allow to be injured or defaced, the premises or any part thereof.

c. NOT TO MAKE UNLAWFUL USE, ETC. That it will use the premises for the sole purpose set forth above and will not make, or allow to be made, any improper or offensive use of the premises which would be injurious to any person or property, or which would violate the laws of the State of West Virginia or of the United States, or any ordinance of the City of Elkins, or which would affect or endanger any insurance coverage on the building situate on the premises or increase the premium thereof.

d. NOT TO MAKE ALTERATIONS. That it will not make any alterations or additions in and to the premises without the written consent of Lessor. Any alterations or additions so made shall be considered part of the real estate and shall belong to Lessor upon the conclusion of this Lease.

e. LESSOR TO ENTER AND PERMIT THIRD PARTY USE OF THE COMMON SPACES. That it will allow Lessor, at all reasonable times, to enter and view the premises and to make any repairs which it may see fit to make. The Lessor retains the right to lease the common spaces as designated on the exhibit for events at the request of outside organizations. The Lessor will notify the Lessee of any such use.

f. TO YIELD UP PREMISES. That at the expiration of the term of this Lease, it will peaceably yield the premises up to Lessor, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted.

g. TO INDEMNIFY AGAINST ACCIDENTS AND NEGLIGENCE. That it will save harmless and indemnify Lessor from and against all loss, liability or expense that may be incurred by reason of any claim arising out of or in connection with Lessee's occupancy and use of the leased premises. Lessee shall maintain liability insurance coverage, naming Lessor as an additional insured, with a limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Lessee's insurance policy shall apply as primary insurance with respect to any other insurance maintained by the Lessor.

h. TO BEAR RISK FOR CONTENTS. That all property of any kind that may be on the premises during the term of this Lease shall be at the sole risk of Lessee, and that Lessor shall not be liable to Lessee or any other person for any injury, loss, or damage to property or to any person on the premises.

i. NO WAIVER. That no assent, expressed or implied, by Lessor to any breach of any of Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same covenant or of any other covenant herein

3. COVENANT OF LESSOR. The Lessor hereby covenants and agrees that it will provide fire and hazard insurance on the leased premises but not the contents therein.

4. FIRE OR OTHER UNAVOIDABLE CASUALTY. In case the premises or any part thereof shall at any time during the term of this Lease be destroyed or damaged

by fire or other unavoidable casualty so as to be unfit for occupancy and use, this Lease shall terminate.

5. RIGHT OF REENTRY. If Lessee shall neglect or fail to perform any of its covenants, Lessor may, immediately or at any time, thereafter, enter into the premises and repossess the same as of its former state and expel Lessee, but without prejudice to any remedies which might otherwise be used by Lessor for any breach of Lessee's covenants.

6. NOTICE. Whenever notice is required hereunder, it shall be addressed as follows until written notice of change of address is given to the other party:

LESSOR: Mayor of the City of Elkins, City Hall,
401 Davis Avenue, Elkins, WV 26241

LESSEE: Mid-Ohio Valley Regional Council

In Witness Whereof, Lessor and Lessee have set their hands and seals the day and year first written above.

CITY OF ELKINS,
a municipal corporation,

By: _____
Its Mayor

By: _____

Its: _____



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 5, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	<i>Resolution 1600: Approving Rental Use and Procedures for Darden Complex</i>
Recommended By:	Municipal Properties Committee
Summary:	Procedures and Forms to allow outside parties to rent the Darden Complex for events.
Fiscal Impact:	unkown
Recommendation:	Approval of use and procedures
Attachments:	1. Resolution 1600

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1600)

January 5, 2023

Approving Rental Use and Procedures for Darden Complex

WHEREAS, The City of Elkins, West Virginia (“City”) is the owner of the real property and structures known as the historic Darden House, the Darden Garden, and the Darden Carriage House, collectively referred to as the Darden Complex; and,

WHEREAS, the Municipal Properties Committee has recommended that the Darden Complex be accessible to outside parties for use; and,

WHEREAS, the City Attorney, City Clerk and Operations Manager drafted policies and forms including Darden Rental Procedures, Darden Complex Rental Request, and Darden Complex Rental Agreement (copies attached) for this purpose; and,

WHEREAS, the Municipal Properties Committee, City Attorney and Operations Manager recommend the adoption of these policies, forms and fees; and,

WHEREAS, it appears that approving use of the Darden Complex by outside parties and adopting policies to regulate this use is in the best interests of the citizens of the City of Elkins;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby approves use of the Darden Complex by outside parties and authorizes use of administratively determined policies and forms for that purpose.

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk

DARDEN COMPLEX RENTAL PROCEDURES

City of Elkins
401 Davis Avenue
Elkins, West Virginia 26241

Attached you will find all the information necessary to rent the Darden House and Garden (“Darden Complex”) for your event or function. Please read the Rental Agreement to understand all policies and guidelines.

To process your application to rent the Darden Complex, please submit the following to the Operations Administrative Assistant:

- Reservation request form**
- Rental Agreement**
- Indemnification Agreement**
- Certificate of Insurance (See exception for private parties)**
 - \$1,000,000 in general liability and property insurance, which names the City of Elkins as additional insureds.
- Liquor Liability Insurance (if alcohol is served)**
 - Liquor liability/dram shop insurance coverage in an amount of at least \$1,000,000, which names the City of Elkins as additional insureds.

Applications must be received at least fourteen (14) days prior to your event date. Once your application is received, it will be processed within five to seven (5-7) business days. The rental deposit, rental fee and all paperwork are due to confirm your reservation.

Thank you for choosing the Darden Complex for your event. We look forward to assisting you with making your event successful.

Darden Complex Reservation Request

Reservation of all or part of the Darden Complex is requested for the event described below.

Contact Information (Must be over 21)

Name of Organization (if applicable): _____
Applicant Name _____ Phone no. _____
E-Mail _____ Alt. Phone no. _____
Address _____ City _____ State _____
Person in Charge (responsible person attending the event) _____

Event Description

Description of Event: _____

Please indicate which section(s) of the Darden Complex you are requesting and submit payment with application:

Darden House (\$40/day) _____ Darden Garden (\$15/day) _____ Darden House and Garden (\$50/day) _____

Date(s): _____ Expected number of attendees: _____

Set Up Time: _____ a.m./p.m. Time Event Begins: _____ a.m./p.m.

Time Event Ends: _____ a.m./p.m. Lock Up Time: _____ a.m./p.m.

Other Conditions (i.e., equipment being brought in; temporary structures; catering; music; etc.)

Signature of Applicant

Date

Operations Mgr. Approval

Initials

Date

Contingencies/Restrictions:

File this application at the Operations Department Office at least fourteen days in advance of the requested event date to assure full consideration. Approval is subject to any restrictions or changes required by the City Administration, or if necessary for public safety reasons.

DARDEN COMPLEX RENTAL AGREEMENT

POLICY STATEMENT:

City of Elkins ("City") facilities, which include the Darden House, Garden and Carriage House ("Darden Complex") located at 421 Davis Avenue, Elkins, W.V. are available to the public for civic, social, educational, athletic, and cultural activities and/or commercial use. It is the intent of this agreement to provide use regulations and application and scheduling procedures to accommodate individuals or groups that wish to use the Darden Complex.

This agreement, which authorizes the rental of facilities, may be revoked for violation of these policies. Agreements and permits shall not be transferred, assigned, or sub-let.

PRIORITIES OF USE:

Permission for use of City facilities shall be granted on a first come first served basis, subject to the following priorities:

- A. Any event directly sponsored by the City of Elkins or its political affiliates.
- B. Events conducted by an Elkins' Civic, Athletic or Public Organizations.
- C. Events conducted by an Elkins Resident, Non-Profit* or Business.
- D. Events conducted by a non-resident.

* Non-profit status is defined as an organization that is so defined by the Internal Revenue Service and has a WV State Tax Identification Number.

RESERVATIONS/PROCEDURES:

1. The Rental Reservation form to use the Darden Complex must be completed and submitted no less than fourteen (14) days prior to the event. Applicants must provide all information to assure compliance with the requirements and regulations of this agreement.
2. Approval or denial of a reservation request will be provided within five (5) to seven (7) business days of receipt of a completed application.
3. The Rental Fee according to the schedule below, must be submitted prior to final approval of agreement.

4. A permit shall not be transferred, assigned, or sublet. All contracts will be issued for specific facilities and for specific hours, and the premises must be vacated as scheduled.
5. The reservation request and rental agreement must be completed and signed by an adult age twenty-one (21) and over who will attend, supervise and be responsible for the entire event or activities.
6. All rentals are required to begin and end their event as per the time requested on the Rental Reservation form. No one is allowed access to the room prior to the requested time and the rented space must be cleaned and all members of the party out of the Complex by the requested rental end time. Clients will be charged for any amount of time anyone associated with their rental uses the facility before and/or after the times on the rental reservation form.
7. City staff will review clean-up requirements for each rental and conduct a preliminary cleanup/damage assessment at conclusion of each rental. The final cleanup/damage assessment will be completed within three (3) business days after each rental or prior to another party utilizing the Darden Complex.
8. If it is confirmed upon inspection of facilities that property damage has occurred or additional clean-up is required, applicants will be responsible for additional charges.

REGULATIONS AND RESTRICTIONS:

All uses of facilities will be subject to the following regulations and restrictions:

- a. The applicant must be present during the entire rental period and must be available to review rental requirements.
- b. Use of any tobacco products is prohibited in all City facilities including restrooms and within 25 feet of all entrances, windows, and playgrounds.
- c. No group's activities shall interfere with the administration or operations of the City of Elkins or Darden House lease holders.
- d. Facilities and equipment are to be left in the same condition as they were prior to the rental. All decorations and catering equipment must be removed, and all trash should be placed in appropriate receptacles.

- e. It shall be the responsibility of the applicant to see that unauthorized portions of the facility are not used. Continued or repeated use of City facilities will be contingent upon care of the facility, property and equipment, and observance of all approved rules and regulations.
- f. Applicant may not bring in any equipment that cannot be easily carried or rolled into the facility and done so without damage to the facility.
- g. No illegal gambling of any kind shall be conducted on, or in, City facilities, and the permittee shall insure that no disorderly or illegal conduct shall be allowed in any facility.
- h. Private groups wishing to collect fees, donations, or admission charges, or those using the facility to market a product, give a presentation, or advertise their business, will be considered commercial users, and must possess a City of Elkins business license.
- i. The posted occupancy of the facility shall not be exceeded.
- j. Storage space will not be granted at any time before or after event, without permission of the city.
- k. Facilities may be available on certain holidays at the discretion of the City.
- l. All persons using the facilities shall observe and obey regulations of this policy, the rules of the City for the use of its property and all applicable City, State and Federal laws, rules, and regulations.
- m. All minors must be under adult supervision.
- n. Facilities shall not be used for purposes of advancing any doctrine or theory subversive under the Constitution of the United States.
- o. Clients are not permitted to use nails, glue, or tape without administrative approval. No open flames are permitted - including the use of candles.
- p. Construction and use of temporary structures, such as tents or canopies, must be included in the rental request and approved by the City.
- q. Outside food and beverages are permitted. Any food or beverages left on premises after rental period has expired shall be disposed of.

FEES, DEPOSITS AND CANCELLATION PROCEDURES:

Fees may be charged for the use of City facilities and shall be established and periodically adjusted and approved by the City of Elkins. Fees are imposed to cover overhead, processing, deposits, maintenance and/or replacement costs associated with use of the facilities.

A. A rental deposit of \$50 shall be required for each new application regardless of which portion of the property is requested. The deposit shall be returned to the applicant within seven (7) business days of the final inspection by the city.

B. Rental fees for the Darden Complex are as follows:

- Darden House = \$40 per day
- Darden Garden = \$15 per day
- Darden Complex (House and Garden) = \$50 per day
- Darden Carriage House is not currently available to rent

C. After inspection of the facility by the City representative, additional funds may be retained by the City if it is determined that the facility has not been left clean and/or in good repair.

D. Cancellation of rentals by users for the Darden Complex, which occur more than ten (10) days prior to the scheduled use of the facility receive a full refund, minus a \$10 processing fee. Cancellation of rentals by users for the facility, which occur less than ten (10) days prior to the scheduled use of the facility will be charged 50% of their rental, plus a \$10 processing fee. Cancellations with less than seventy-two hours' notice will receive no refund.

LICENSES AND INSURANCE:

Business License for Professional Services

All businesses providing event services for the Renter (bounce house, catering, DJ, lighting, sound technicians, florists, photographers, etc.) must have a current City of Elkins business license on file.

Alcohol Permit:

The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws. All alcohol consumed on premises must be procured through the

license holder. All rentals where alcohol is served must include a proof of General Liability or Event Insurance **and Liquor Liability Insurance.**

Liability Insurance:

Renters which consist of an **individual, business, non-profit, education or government organization** must provide proof of General Liability/Property Damage Insurance coverage with a minimum combined single limit of \$1,000,000 per occurrence and a minimum \$1,000,000 aggregate. The same applies for all **public rentals or rentals involving the sale of merchandise and/or food.** All renters serving alcohol shall provide proof of General Liability or Event Insurance **and Liquor Liability Insurance.**

The insurance certificate shall show the **City of Elkins** as additional insured. Only insurance written by a company with an A.M. Best rating of no less than a B+ and in good standing with the State of West Virginia shall be acceptable to the City of Elkins.

The Certificate Holder to Read:

City of Elkins
401 Davis Avenue
Elkins, WV 26241

Event: _____

Date of Event: _____

I have read and agree to comply with the Darden House Rental/Use Agreement in its entirety and understand that non-compliance may result in the cancellation of this reservation and/or non-return of fees.

Print Name: _____

Signature: _____ Date: _____



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 5, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	<i>Resolution 1601: Approving City of Elkins Participation in the WV Department of Transportation, Division of Highways Non-State-Owned Bridge Program</i>
Recommended By:	Clerk
Summary:	The City of Elkins Davis Avenue bridge is eligible for funding through the WVDOT non-state-owned bridge program. This resolution confirms the City's interest in participation.
Fiscal Impact:	None at this point. The next step will be the execution of an agreement outlining the city's financial responsibility, which is expected to be a 20% match.
Recommendation:	approval of participation.
Attachments:	1. Resolution 1601

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1601)

January 5, 2023

***Approving City of Elkins Participation in the WV Department of Transportation,
Division of Highways Non-State-Owned Bridge Program***

WHEREAS, the City of Elkins, West Virginia (“City”) owns and maintains the Davis Avenue Bridge; and,

WHEREAS, the bridge is inspected annually by the West Virginia Department of Transportation and the 2021 inspection report rated the Davis Avenue bridge as poor; and,

WHEREAS, WV Governor Jim Justice recently announced that West Virginia will receive \$548,083,740 in federal funding over the next five years to replace, rehabilitate, preserve and build bridges in the State as part of the Infrastructure Investment and Jobs Act (“IIJA”); and,

WHEREAS, it appears that the Davis Avenue Bridge is eligible to receive a portion of the IIJA funding through the West Virginia Department of Transportation, Division of Highways (“WVDOH”) Bridge Program; and,

WHEREAS, it appears that providing permission for the City of Elkins to participate in the WVDOH Bridge Program for the repair or replacement of the Davis Avenue Bridge is in the best interests of the citizens of the City of Elkins.

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby approves participation in the WVDOH Bridge Program and authorizes the City of Elkins Operations Manager to act as liaison for this project.

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk