



City of Elkins

Regular Council Meeting

June 6, 2024

7:00 PM

401 Davis Avenue
Council Chamber, 2nd Floor

AGENDA

1. **Invocation and Pledge of Allegiance**
2. **Call to order and roll call**
3. **Public comment**
4. **Minutes**
 - a. Proposed minutes for the meeting of May 16, 2024
5. **Correspondence, Notifications, and Recognitions**
 - a. Building permits, zoning permits, and vacant property registrations
 - b. Recognition: Promotion of Patrolman D. George to Corporal
 - c. Kump Center Garden Party
6. **Councilor Reports**
7. **Staff reports**
8. **Approval of vendor invoice payments**
 - a. Vendor invoices presented for approval: May 13-31, 2024

(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.)
9. **New business**
 - a. Ordinance 330: An ordinance of the Common Council Of Elkins, West Virginia assigning zoning districts to an unzoned parcel on North 12th Street (final reading)
 - b. Ordinance 331: An Ordinance Of The Common Council Of Elkins, West Virginia Amending Sections Of City Code, Chapter 152, Zoning Regarding Use Definitions, Uses in the Industrial District, and Height of Accessory Buildings (final reading)
 - c. Ordinance 332: Annexing a parcel on Redbud Lane into the City of Elkins (final reading)
 - d. Ordinance 333: Annexing two parcels near the Elkins Water Plant into the City of Elkins (final reading)

- e. Ordinance 334: Amending City Code, Chapter 33, Elkins Water Board § 33.125 et seq (first of two readings)
- f. Ordinance 335: Amending Chap 30.20 Competitive Bidding, regarding council preapproval of form and manner (first of two readings)
- g. Ordinance 336: First Reading of an Ordinance Authorizing the Transfer of City Hall to the Elkins Municipal Building Commission and the Subsequent Leasing of City Hall by the City from the Building Commission; Authorizing the Design, Acquisition and Equipping of Improvements to City Hall and the Issuance by the Building Commission of Not to Exceed \$1,200,000 in Aggregate Principal Amount of Lease Revenue Bonds to Pay Costs of Such Project (first of two readings)
- h. Resolution 1759: Authorizing execution of a contract with Rank One Computing Corporation for public safety camera system
- i. Resolution 1760: FY 2024 General Fund Budget Revisions 11-21
- j. Resolution 1761: FY 2024 State Budget Revision 5
- k. Resolution 1762: Amending council rules concerning agenda items

10. Mayor's comments

11. Adjournment



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of May 16, 2024
Recommended By:	City Clerk
Summary:	Minutes proposed for the regular council meeting of May 16
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. city council - 2024_05_16 - minutes_proposed

**ELKINS COMMON COUNCIL
REGULAR COUNCIL MEETING
MINUTES**

***401 Davis Avenue
Council Chamber, 2nd Floor
May 16, 2024
7:00 p.m.***

Elkins Common Council met in regular session in the council chamber of city hall. Present were Mayor Jerry A. Marco; Councilors N.E. Bross-Fregonara, A.C. Carroll, R.C. Chenoweth, G.M. Hinchman, B.C. Kerns, C.C. Lowther, D.C. Parker, E. L. Plishka, L.S. Severino, and C.H. Thompson; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Chief T. Bennett; Operations Manager M. Kesecker; City Attorney G. S. Roberts; and City Clerk S.R. Stokes (recording secretary).

PUBLIC HEARING

At 7 p.m., the mayor opened the public hearing pursuant to Elkins City Code §158.068 (C), regarding the proposed zoning of an unzoned parcel in Elkins Corp. Tax District, Tax Map 17, Parcel 258. No one offered any comments. The mayor closed the hearing at 7:01 p.m.

PUBLIC COMMENT

There was no public comment.

MINUTES

Chenoweth **MOVED APPROVAL OF THE MINUTES OF THE MEETING OF MAY 2, 2024.** The motion carried.

PRESENTATION

Josh Nease, director of Mon Forest Towns, presented information about this organization.

APPROVAL OF VENDOR INVOICE PAYMENTS

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

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

- Accounts Payable check transactions for the period April 29-May 10, 2024.

Proposed Minutes

NEW BUSINESS

Hinchman MOVED APPROVAL OF ORDINANCE 328: AN ORDINANCE OF THE CITY OF ELKINS, WEST VIRGINIA TO VACATE, ABANDON AND CLOSE A PORTION OF THAT CERTAIN PUBLIC RIGHT OF WAY KNOWN AS COKE ALLEY OF THE VALLEY IMPROVEMENT COMPANY SOUTH ELKINS ADDITION BETWEEN TENTH STREET AND ELEVENTH STREET (FINAL READING). The motion carried.

Carroll MOVED APPROVAL OF ORDINANCE 329: AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA AMENDING SECTIONS OF CITY CODE, CHAPTER 152, ZONING REGARDING USE DEFINITIONS (FINAL READING). The motion carried.

Chenoweth MOVED APPROVAL OF ORDINANCE 330: AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA ASSIGNING ZONING DISTRICTS TO AN UNZONED PARCEL ON NORTH 12TH STREET (FIRST OF TWO READINGS). The motion carried.

Carroll MOVED APPROVAL OF ORDINANCE 331: AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA AMENDING SECTIONS OF CITY CODE, CHAPTER 152, ZONING REGARDING USE DEFINITIONS, USES IN THE INDUSTRIAL DISTRICT, AND HEIGHT OF ACCESSORY BUILDINGS (FIRST OF TWO READINGS). The motion carried.

Hinchman MOVED APPROVAL OF ORDINANCE 332: ANNEXING A PARCEL ON REDBUD LANE INTO THE CITY OF ELKINS (FIRST OF TWO READINGS). Carroll recused himself because he is on the board of directors of Woodland Development & Lending, the owner of the parcel. The motion carried.

Lowther MOVED APPROVAL OF ORDINANCE 333: ANNEXING TWO PARCELS NEAR THE ELKINS WATER PLANT INTO THE CITY OF ELKINS (FIRST OF TWO READINGS). The motion carried.

Chenoweth MOVED APPROVAL OF RESOLUTION 1752: AMENDING THE PERSONNEL POLICY TO ELIMINATE RESTRICTIONS ON USING BENEFITS TIME DURING THE FIRST 90 DAYS OF EMPLOYMENT. The motion carried.

Hinchman MOVED APPROVAL OF RESOLUTION 1753: ADOPTING AN UPDATED ELKINS FIRE DEPARTMENT ORGANIZATIONAL CHART AND STAFFING POLICY. The motion carried.

Lowther MOVED APPROVAL OF RESOLUTION 1754: ADOPTING AN UPDATED POLICY FOR USE OF THE DOWNTOWN SOUND SYSTEM. The motion carried.

Hinchman MOVED APPROVAL OF RESOLUTION 1755: LET BIDS FOR RELOCATION OF SEWER LINE UNDER FORMER CITY STREET GARAGE NEAR ELEVENTH STREET. The motion carried.

Carroll MOVED APPROVAL OF RESOLUTION 1756: REAPPOINT R. WOOLWINE TO THE AIRPORT AUTHORITY. The motion carried.

Proposed Minutes

Hinchman **MOVED APPROVAL OF RESOLUTION 1757: FY 2024 GENERAL FUND BUDGET REVISION 10.** The motion carried.

Lowther **MOVED APPROVAL OF RESOLUTION 1758: ACCEPTING THE “BASE BID” (\$1.255 MILLION) FOR THE CITY HALL HVAC SYSTEM FROM COMMERCIAL PLUMBING AND HEATING.** The motion carried.

Hinchman **MOVED CANCELING THE MEETINGS OF JUNE 20 AND JULY 4 AND HOLDING A SPECIAL MEETING JUNE 27.** The motion carried.

The meeting was adjourned at 8:30 p.m.

Attest: S.R. Stokes, City Clerk

Jerry A. Marco, Mayor



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	Correspondence, Notifications, and Recognitions
Category:	Presentation
Agenda Item Name:	Building permits, zoning permits, and vacant property registrations
Recommended By:	
Summary:	The attached report shows building permits issued May 14-June 3.
Fiscal Impact:	There were 22 projects with a total valuation of \$386,974. To date this year, \$2,000 in vacant property registration fees have been collected.
Recommendation:	Review presented information
Attachments:	1. Building Permits - 2024_06_06

BUILDING PERMITS 5/14-6/03

6/03/2024 8:22 AM

PROJECT MASTER REPORT

PAGE: 1

PROJECTS: THRU ZZZZZZZZZZ

REPORT SEQUENCE: Project

PROJECT TYPE: Exclude: BPZONING

CONTRACTOR CLASS: All

- All Contractor Classes

CONTRACTORS: All

APPLIED DATES: 5/14/2024 THRU 6/03/2024

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS INCLUDED: All

ISSUED DATES: 0/00/0000 THRU 99/99/9999

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=====
PROJECT: 240123      - RESIDENTIAL DECK                      TYPE: DECK-RES  RESIDENTIAL DECK
  PROPERTY:          500 CENTER ST
  APPLIED DATE: 5/15/2024    ISSUED DATE: 5/15/2024    EXPIRATION DATE: 11/14/2024    COMPLETION DATE: 0/00/0000
  CONTRACTOR:                                     ISSUED TO: HUTTON, BRADFORD
                                                500 CENTER ST
                                                ELKINS, WV 26241

  SQUARE FEET:      530
  DWELLING TYPE: PRIVATE    UNITS:      1
  STATUS: OPEN           BALANCE:      0.00

PROJECT: 240124      - NEW RESIDENTIAL BUILDING              TYPE: BR-NEW    NEW RESIDENTIAL BUILDING
  PROPERTY:          100 FIFTEENTH ST
  APPLIED DATE: 5/15/2024    ISSUED DATE: 5/15/2024    EXPIRATION DATE: 11/14/2024    COMPLETION DATE: 0/00/0000
  CONTRACTOR:                                     ISSUED TO: HARLESS, MARK & TAMMY
                                                102 FIFTEENTH ST
                                                ELKINS, WV 26241

  SQUARE FEET:      500
  DWELLING TYPE: PRIVATE    UNITS:      1
  STATUS: OPEN           BALANCE:      0.00

PROJECT: 240125      - COMMERCIAL ROOFING                     TYPE: ROOF-COM  COMMERCIAL ROOFING
  PROPERTY:          1100 S DAVIS AVE
  APPLIED DATE: 5/16/2024    ISSUED DATE: 5/16/2024    EXPIRATION DATE: 11/15/2024    COMPLETION DATE: 0/00/0000
  CONTRACTOR: DESIGN    DESIGN ROOFING & SHEET METAL      ISSUED TO: OTTERBEIN CHURCH
                                                1100 S DAVIS AVE
                                                ELKINS, WV 26241

  SQUARE FEET:      800
  DWELLING TYPE: PRIVATE    UNITS:      1
  STATUS: OPEN           BALANCE:      0.00

PROJECT: 240126      - COMMERCIAL DEMOLITION                  TYPE: DEMO-COM  COMMERCIAL DEMOLITION
  PROPERTY:          LIVINGSTON AVE
  APPLIED DATE: 5/16/2024    ISSUED DATE: 5/16/2024    EXPIRATION DATE: 11/15/2024    COMPLETION DATE: 0/00/0000
  CONTRACTOR: SMOKEY    SMOKEY JOE ENTERPRISES LLC        ISSUED TO: J C HAMER INC
                                                PO BOX 418
                                                KENOVA, WV 25530-0418

  SQUARE FEET:      24,900
  DWELLING TYPE: PRIVATE    UNITS:      3
  STATUS: OPEN           BALANCE:      370.85
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PROJECT: 240128	- RESIDENTIAL ROOFING	TYPE: ROOF-RES	RESIDENTIAL ROOFING
PROPERTY:	149 DELAWARE AVE		
APPLIED DATE:	5/20/2024	ISSUED DATE:	5/20/2024
CONTRACTOR:		EXPIRATION DATE:	11/19/2024
		COMPLETION DATE:	0/00/0000
		ISSUED TO:	VON-BRUTON, JAY JR
			149 DELAWARE AVE
			ELKINS, WV 26241
SQUARE FEET:	1,500		
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	70.00
PROJECT: 240130	- COMMERCIAL ELECTRICAL	TYPE: ELEC-COM	COMMERCIAL ELECTRICAL
PROPERTY:	450 ELEVENTH ST		
APPLIED DATE:	5/23/2024	ISSUED DATE:	5/23/2024
CONTRACTOR:	M & M SERV M&M SERVICE STATION EQUIPMENT	EXPIRATION DATE:	11/22/2024
	315 E 15TH STREET	COMPLETION DATE:	0/00/0000
	COVINGTON, KY 41011	ISSUED TO:	KROGER #730
			PO BOX 305103
			NASHVILLE, TN 37230-5103
SQUARE FEET:	2,900		
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	0.00
PROJECT: 240131	- RESIDENTIAL ELECTRICAL	TYPE: ELEC-RES	RESIDENTIAL ELECTRICAL
PROPERTY:	135 ELM ST		
APPLIED DATE:	5/23/2024	ISSUED DATE:	5/23/2024
CONTRACTOR:	SOLAR SOLAR HOLLER LLC	EXPIRATION DATE:	11/22/2024
	2835 PARK AVENUE	COMPLETION DATE:	0/00/0000
	HUNTINGTON, WV 25704	ISSUED TO:	LONG, MALCOLM
			135 ELM ST
			ELKINS, WV 26241
SQUARE FEET:	242		
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	37.26
PROJECT: 240132	- RESIDENTIAL DECK	TYPE: DECK-RES	RESIDENTIAL DECK
PROPERTY:	17 CENTRAL ST		
APPLIED DATE:	5/23/2024	ISSUED DATE:	5/23/2024
CONTRACTOR:	PHILLIPSRE PHILLIPS REPAIR SERVICE	EXPIRATION DATE:	11/22/2024
	928 S HENRY AVENUE	COMPLETION DATE:	0/00/0000
	ELKINS, WV 26241	ISSUED TO:	VOLENTIR, CRISTIAN
			17 CENTRAL ST
			ELKINS, WV 26241
SQUARE FEET:	144		
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	0.00
PROJECT: 240133	- RESIDENTIAL ROOFING	TYPE: ROOF-RES	RESIDENTIAL ROOFING
PROPERTY:	218 DAVIS ST		
APPLIED DATE:	5/23/2024	ISSUED DATE:	5/23/2024
CONTRACTOR:	DESIGN DESIGN ROOFING & SHEET METAL	EXPIRATION DATE:	11/22/2024
	2224 BEVERLY PIKE	COMPLETION DATE:	0/00/0000
	ELKINS, WV 26241	ISSUED TO:	SANTMYER, FRANK
			PO BOX 489
			ELKINS, WV 26241
SQUARE FEET:	1,400		
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	0.00
PROJECT: 240134	- RESIDENTIAL ROOFING	TYPE: ROOF-RES	RESIDENTIAL ROOFING

PROPERTY:	149 GUY ST		
APPLIED DATE:	5/24/2024	ISSUED DATE:	5/24/2024
CONTRACTOR:	DESIGN DESIGN ROOFING & SHEET METAL	EXPIRATION DATE:	11/23/2024
	2224 BEVERLY PIKE	COMPLETION DATE:	0/00/0000
	ELKINS, WV 26241	ISSUED TO:	ROSS, JUDITH A
			3531 ELEVEN MILE RD
SQUARE FEET:	1,700		FT PIERCE, FL 34945-2502
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	0.00
PROJECT:	240135 - RESIDENTIAL SIDEWALK/DRIVEWAY	TYPE:	BR-SIDE RES DRIVEWAY/SIDEWALK
PROPERTY:	622 CENTRAL ST		
APPLIED DATE:	5/24/2024	ISSUED DATE:	5/24/2024
CONTRACTOR:	J & J CON J & J CONCRETE LLC	EXPIRATION DATE:	11/23/2024
	324 PHILIPPI STREET	COMPLETION DATE:	0/00/0000
	CLARKSBURG, WV 26301	ISSUED TO:	LOUK, ROBERT
			622 CENTRAL ST
SQUARE FEET:	700		ELKINS, WV 26241
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	0.00
PROJECT:	240136 - RESIDENTIAL REMODEL	TYPE:	BR-REM RESIDENTIAL REMODEL
PROPERTY:	109 CONWAY DR		
APPLIED DATE:	5/24/2024	ISSUED DATE:	5/24/2024
CONTRACTOR:		EXPIRATION DATE:	11/23/2024
		COMPLETION DATE:	0/00/0000
		ISSUED TO:	PRITT, ARTHUR W
			109 CONWAY DR
			ELKINS, WV 26241
SQUARE FEET:	96		
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	0.00
PROJECT:	240137 - RESIDENTIAL ROOFING	TYPE:	ROOF-RES RESIDENTIAL ROOFING
PROPERTY:	449 CENTRAL ST		
APPLIED DATE:	5/24/2024	ISSUED DATE:	5/24/2024
CONTRACTOR:		EXPIRATION DATE:	11/23/2024
		COMPLETION DATE:	0/00/0000
		ISSUED TO:	HOWELL, TERI ANN
			PO BOX 484
			MILL CREEK, WV 26280
SQUARE FEET:	1,200		
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	61.00
PROJECT:	240138 - RESIDENTIAL WINDOWS	TYPE:	WIND-RES RESIDENTIAL WINDOWS
PROPERTY:	110 MOUNTAIN VIEW DR		
APPLIED DATE:	5/24/2024	ISSUED DATE:	5/24/2024
CONTRACTOR:	LLOYDHECKE LLOYD HECKEL CONSTRUCTION	EXPIRATION DATE:	11/23/2024
	PO BOX 2345	COMPLETION DATE:	0/00/0000
	ELKINS, WV 26241	ISSUED TO:	MARSHALL, TWILA S
			110 MOUNTAIN VIEW DR
SQUARE FEET:	2,177		ELKINS, WV 26241
DWELLING TYPE:	PRIVATE	UNITS:	1
STATUS:	OPEN	BALANCE:	0.00
PROJECT:	240139 - COMMERCIAL ACCESSORY BUILDING	TYPE:	BC-ACC COMMERCIAL ACCESSORY BLD
PROPERTY:	200 DEPOT		

APPLIED DATE: 5/24/2024	ISSUED DATE: 5/24/2024	EXPIRATION DATE: 11/23/2024	COMPLETION DATE: 0/00/0000
CONTRACTOR: CHANNELL CHANNELL EXCAVATING		ISSUED TO: JAMAICA JAY'S SHAVED ICE	
215 BELL CROUCH ROAD		101 VALLEY COURT	
HUTTONSVILLE, WV 26273		ELKINS, WV 26241	
SQUARE FEET: 160			
DWELLING TYPE: PRIVATE	UNITS: 1		
STATUS: OPEN	BALANCE: 0.00		
PROJECT: 240140 - RESIDENTIAL PLUMBING		TYPE: PLB-RES RESIDENTIAL PLUMBING	
PROPERTY: 143 VECTOR AVE			
APPLIED DATE: 5/29/2024	ISSUED DATE: 5/29/2024	EXPIRATION DATE: 11/28/2024	COMPLETION DATE: 0/00/0000
CONTRACTOR: OHIOBATHSO BATH FITTER		ISSUED TO: ELZA, SAMUEL	
542 INDUSTRIAL DRIVE		143 VECTOR AVE	
LEWISBERRY, PA 17339		ELKINS, WV 26241	
SQUARE FEET: 15			
DWELLING TYPE: PRIVATE	UNITS: 1		
STATUS: OPEN	BALANCE: 0.00		
PROJECT: 240141 - RESIDENTIAL FENCE		TYPE: FENCE-RES RESIDENTIAL FENCE	
PROPERTY: 204 BRIDGEWATER DR			
APPLIED DATE: 5/29/2024	ISSUED DATE: 5/29/2024	EXPIRATION DATE: 11/28/2024	COMPLETION DATE: 0/00/0000
CONTRACTOR: NEEL DAN NEEL FENCE COMPANY LLC		ISSUED TO: NELLING, RAYMOND W	
105 STEELE ST - BOX 46		204 BRIDGEWATER DR	
BRIDGEPORT, WV 26330		ELKINS, WV 26241	
SQUARE FEET: 134			
DWELLING TYPE: PRIVATE	UNITS: 1		
STATUS: OPEN	BALANCE: 25.00		
PROJECT: 240142 - RESIDENTIAL SIDEWALK/DRIVEWAY		TYPE: BR-SIDE RES DRIVEWAY/SIDEWALK	
PROPERTY: 118 VALLEY CT			
APPLIED DATE: 5/30/2024	ISSUED DATE: 5/30/2024	EXPIRATION DATE: 11/29/2024	COMPLETION DATE: 0/00/0000
CONTRACTOR: SIMON SIMON CONCRETE SOLUTIONS		ISSUED TO: HOLT, JR, WAYNE	
1801 LIVINGSTON AVENUE		118 VALLEY CT	
ELKINS, WV 26241		ELKINS, WV 26241	
SQUARE FEET: 650			
DWELLING TYPE: PRIVATE	UNITS: 1		
STATUS: OPEN	BALANCE: 34.50		
PROJECT: 240143 - RESIDENTIAL ACCESSORY BUILDING		TYPE: BR-ACC RESIDENTIAL ACCESSORY BLD	
PROPERTY: 118 SCOTT FORD RD			
APPLIED DATE: 5/30/2024	ISSUED DATE: 5/30/2024	EXPIRATION DATE: 11/29/2024	COMPLETION DATE: 0/00/0000
CONTRACTOR:		ISSUED TO: ZURBUCH, PETER & JEANINE	
		118 SCOTT FORD RD	
		ELKINS, WV 26241	
SQUARE FEET: 40			
DWELLING TYPE: PRIVATE	UNITS: 1		
STATUS: OPEN	BALANCE: 26.20		
PROJECT: 240144 - COMMERCIAL SIDEWALK/DRIVEWAY		TYPE: BC-SIDE COM SIDEWALK/DRIVEWAY	
PROPERTY: 450 RANDOLPH AVE			
APPLIED DATE: 5/30/2024	ISSUED DATE: 5/30/2024	EXPIRATION DATE: 6/05/2024	COMPLETION DATE: 0/00/0000

CONTRACTOR: FMS	FMS ENTERPRISE INC	ISSUED TO: DAVIS MEMORIAL PRESBYTERIAN C
PO BOX 489		450 RANDOLPH AVE
ELKINS, WV 26241		ELKINS, WV 26241
SQUARE FEET: 200		
DWELLING TYPE: PRIVATE	UNITS: 1	
STATUS: OPEN	BALANCE: 50.00	
PROJECT: 240145	- RESIDENTIAL ROOFING	TYPE: ROOF-RES RESIDENTIAL ROOFING
PROPERTY: 301 TYGART CT		
APPLIED DATE: 5/30/2024	ISSUED DATE: 5/30/2024	EXPIRATION DATE: 11/29/2024 COMPLETION DATE: 0/00/0000
CONTRACTOR:		ISSUED TO: GAINER, KURT & LINDSEY
		301 TYGART CT
		ELKINS, WV 26241
SQUARE FEET: 466		
DWELLING TYPE: PRIVATE	UNITS: 1	
STATUS: OPEN	BALANCE: 82.96	
PROJECT: 240147	- RESIDENTIAL ACCESSORY BUILDING	TYPE: BR-ACC RESIDENTIAL ACCESSORY BLD
PROPERTY: 39 VINE ST		
APPLIED DATE: 6/03/2024	ISSUED DATE: 6/03/2024	EXPIRATION DATE: 12/04/2024 COMPLETION DATE: 0/00/0000
CONTRACTOR: PHILLIPS	PHILLIPS REPAIR SERVICE	ISSUED TO: LEARY, BILLY G JR
		39 VINE ST
		ELKINS, WV 26241
SQUARE FEET: 144		
DWELLING TYPE: PRIVATE	UNITS: 1	
STATUS: OPEN	BALANCE: 29.32	

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

ISSUED YEAR: 2024

MONTH	PROJECTS	VALUATION

MAY	21	386,974.00
JUNE	1	800.00

ZONING PERMITS

PROJECT: 240127	- ZONING PERMIT	TYPE: BPZONING ZONING
PROPERTY: 100 THIRD ST		
APPLIED DATE: 5/20/2024	ISSUED DATE: 5/20/2024	EXPIRATION DATE: 5/20/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR:		ISSUED TO: BLADES & FADES BARBERSHOP LLC
		111 MOUNTAINVIEW DRIVE
		ELKINS, WV 26241
SQUARE FEET: 1		
DWELLING TYPE: PRIVATE	UNITS: 1	
STATUS: OPEN	BALANCE: 0.00	

VACANT STRUCTURE BILLING

6/03/2024 8:31 AM
 LICENSES: THRU ZZZZZZZZZZ
 LIC CODES: Include: CE-VAC
 LIC STATUS: Pending, Active, Terminated
 FEE CODES: All

F E E C O D E R E P O R T

PAGE: 1
 ORIGINATION DATE: 3/01/2024 THRU 6/03/2024
 EFFECTIVE DATE: 0/00/0000 THRU 99/99/9999
 EXPIRATION DATE: 0/00/0000 THRU 99/99/9999
 PRINT DATE: 0/00/0000 THRU 99/99/9999

FEE CODE: VACANT - VACANT PROPERTY FEE

LICENSE	PERIOD	LIC CODE	STATUS	REPORT	ISSUED TO	# of Years	CHARGES
24284	3/04/24 - 3/05/24	CE-VAC	Terminated	CODE	BARTON	ROBER	1.0000 ONE TIME WAIVER
24285	3/04/24 - 3/05/24	CE-VAC	Pending	CODE	HOSEY	LINDA	1.0000 200.00
24286	3/04/24 - 3/05/24	CE-VAC	Pending	CODE	HOSEY	LINDA	1.0000 200.00
24287	3/04/24 - 3/05/24	CE-VAC	Pending	CODE	HIGGINS	MARIE	1.0000 200.00
24289	3/04/24 - 3/05/24	CE-VAC	Active	CODE	METHENY	MICHE	1.0000 200.00
24290	3/04/24 - 3/05/24	CE-VAC	Active	CODE	MILLER	LINDA	1.0000 200.00
24294	3/12/24 - 3/13/24	CE-VAC	Active	CODE	CHUA	DOMIN	1.0000 200.00
24295	3/12/24 - 3/13/24	CE-VAC	Pending	CODE	ARBOGAST	GARY	1.0000 200.00
24302	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	AUVIL	BENJA	1.0000 200.00
24303	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	PROUDFOOT	LINDA	1.0000 200.00
24304	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	PARKER	WILMA	1.0000 200.00
24305	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	HALLE	SHANE	1.0000 200.00
24306	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	ARMENTROUT	WILLI	1.0000 200.00
24307	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	ARMENTROUT	WILLI	1.0000 200.00
24308	3/19/24 - 3/20/24	CE-VAC	Terminated	CODE	CORDER	DEBOR	1.0000 ONE TIME WAIVER
24309	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	GUSTKE	JAMES	1.0000 200.00
24310	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	GRAHAM	ANNA	1.0000 200.00
24311	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	ANGER	MIKE	1.0000 200.00
24312	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	SHIFFLETT	DAVID	2.0000 200.00
24313	3/19/24 - 3/20/24	CE-VAC	Terminated	CODE	LIN	YA FA	2.0000 ONE TIME WAIVER
24314	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	BEVERLY PIKE LAND LLC		2.0000 200.00
24315	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	GUSTKE	JAMES	2.0000 200.00
24316	3/19/24 - 3/20/24	CE-VAC	Terminated	CODE	MONGOLD MANAGEMENT LLC		2.0000 ONE TIME WAIVER
24323	4/04/24 - 4/05/24	CE-VAC	Pending	CODE	COMIS	DINO	2.0000 200.00
24324	4/04/24 - 4/05/24	CE-VAC	Active	CODE	BOGGS	ANGEL	2.0000 200.00
24325	4/04/24 - 4/05/24	CE-VAC	Active	CODE	SHOMO	LINDA	2.0000 200.00
24326	4/04/24 - 4/05/24	CE-VAC	Active	CODE	STEVENSON	JULIA	2.0000 200.00
24327	4/04/24 - 4/05/24	CE-VAC	Active	CODE	YEAGER	MARVI	2.0000 200.00
24328	4/04/24 - 4/05/24	CE-VAC	Pending	CODE	KIRKPATRICK	KRIST	2.0000 200.00
24333	4/16/24 - 4/17/24	CE-VAC	Active	CODE	VARNEY	CHARL	2.0000 200.00
24334	4/16/24 - 4/17/24	CE-VAC	Active	CODE	MESSINGER	DAVID	2.0000 200.00
24335	4/16/24 - 4/17/24	CE-VAC	Pending	CODE	WHITE	DELAI	2.0000 200.00
24336	4/16/24 - 4/17/24	CE-VAC	Active	CODE	KNUTTI	FREDE	2.0000 200.00
24337	4/16/24 - 4/17/24	CE-VAC	Pending	CODE	LOTHES	WILFR	2.0000 200.00
24342	4/29/24 - 4/30/24	CE-VAC	Pending	CODE	SANDS	DIANE	2.0000 200.00
24343	4/29/24 - 4/30/24	CE-VAC	Pending	CODE	KHAN	FARUK	2.0000 200.00
24344	4/29/24 - 4/30/24	CE-VAC	Pending	CODE	HATFIELD	WANDA	2.0000 200.00
24345	4/29/24 - 4/30/24	CE-VAC	Pending	CODE	SHOCKEY	KATHE	2.0000 200.00

24346	4/29/24 - 4/30/24	CE-VAC	Pending	CODE	SHOCKEY	KATHE	2.0000	200.00
24347	4/29/24 - 4/30/24	CE-VAC	Pending	CODE	KIRKPATRICK	REBEC	2.0000	200.00
24351	5/15/24 - 5/16/24	CE-VAC	Terminated	CODE	FEHRENBACH	TYLER	2.0000	ONE TIME WAIVER

REPORT TOTALS:	41						65.0000	7,200.00
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\$2,000 Collected to Date



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	Correspondence, Notifications, and Recognitions
Category:	Presentation
Agenda Item Name:	Recognition: Promotion of Patrolman D. George to Corporal
Recommended By:	Police Chief
Summary:	Recognizing the promotion of D. George to corporal in the Elkins Police Department
Fiscal Impact:	
Recommendation:	No council action necessary
Attachments:	1. Promotion - George to Corporal - 2024_04_15



City of Elkins, West Virginia

June 3, 2024

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

Chief Bennett:

You have advised me of a corporal vacancy arising from the reassignment of W. Butcher, effective April 15. In my capacity as Appointing Officer under the rules of the Elkins Police Civil Service Commission, I hereby promote Dustin George to the rank of corporal, effective April 15, 2024.

Sincerely,

Jerry Marco, Mayor

Elkins Police Civil Service Commission

Request for Non-Competitive Promotion

Applicant: Dustin George

Current rank: Patrolman

Promotion Requirements

- Two years' time in grade (Commission Rules §6.02)

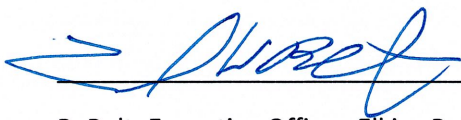
Noncompetitive Promotions:

"In the event that there is only one applicant lawfully qualified to be promoted, the Commission may certify that single applicant as eligible for promotion without administering a written examination."
(Commission Rules §6.05)

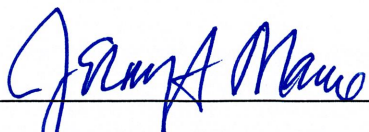
With my signature, I hereby certify:

- ☒ The above applicant has served at least two years in his or her current rank.
- ☒ There is a vacancy at the next highest rank. Eff. April 15, 2024
- ☒ The above applicant has satisfied any additional applicable requirements for promotion (if any).
- ☒ The above applicant is the only applicant lawfully qualified to be promoted.

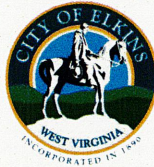
The Commission is hereby requested to certify that the above applicant is eligible for promotion to the next highest rank.


R. Belt, Executive Officer, Elkins Police Department

3 June 2024
Date


Jerry A. Marco, Mayor, Appointing Officer

6/3/2024
Date



City of Elkins, West Virginia

June 3, 2024

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

Mayor Marco:

You have advised the Elkins Police Civil Service Commission of a vacancy in the rank of corporal, effective April 15, 2024.

In my capacity as the Clerk of the Elkins Police Civil Service Commission, I hereby certify that Dustin George is next on the list of officers eligible for promotion to corporal.

Sincerely,

Sutton R. Stokes
Clerk, Elkins Police Civil Service
Commission



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	Correspondence, Notifications, and Recognitions
Category:	Presentation
Agenda Item Name:	Kump Center Garden Party
Recommended By:	Councilor Bross-Fregonara
Summary:	The Kump Education Center presents a Garden Party at the Historic Kump House on Saturday, June 8th, from noon to 4 p.m.
Fiscal Impact:	n/a
Recommendation:	Review
Attachments:	1. The Kump Education Center Presents (4)

The poster is decorated with various botanical and nature-themed illustrations. In the top left, a monarch butterfly with orange and black wings is perched on a green leafy branch. In the top right, there are clusters of pink and white daisy-like flowers. In the bottom left, a pink rose with yellow center is shown on a thorny branch. In the bottom right, there are large, light purple and white roses. The background features faint, light green floral patterns.

THE KUMP EDUCATION
CENTER PRESENTS

GARDEN

Party

Historic Kump House

SATURDAY, JUNE 8TH, NOON - 4PM

PIE AUCTION 1:00 PM

ARBORETUM WALKS/ART/KIDS POLLINATOR ACTIVITIES AND GAMES

★ FREE HOUSE TOURS!

401 RANDOLPH AVE., ELKINS (ACROSS FROM KROGER)

PARKING IN REAR, OFF SENECA ROAD





CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	Approval of vendor invoice payments
Category:	Action Item
Agenda Item Name:	Vendor invoices presented for approval: May 13-31, 2024 <i>(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.)</i>
Recommended By:	City Treasurer
Summary:	Accounts payable transactions in all funds May 13-31, 2024
Fiscal Impact:	Report details \$1,132,703.18 in transactions from all funds.
Recommendation:	Consider for approval
Attachments:	1. AP check report - 2024_06_06

VENDOR SET: 01 Elkins

BANK: FINST Financial Stabilization

DATE RANGE: 5/13/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00140	City of Elkins							
I-Trans Funds	transfer funds	R	5/21/2024	13,500.00		000017		13,500.00

* * T O T A L S * *

NO

INVOICE AMOUNT

DISCOUNTS

CHECK AMOUNT

REGULAR CHECKS:

1

13,500.00

0.00

13,500.00

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: FINST TOTALS:

1

13,500.00

0.00

13,500.00

BANK: FINST TOTALS:

1

13,500.00

0.00

13,500.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 5/13/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
						NO	STATUS	AMOUNT
00741	Great-West Trust Company LLC							
	I-VF 202405151645 Voya	D	5/15/2024	570.00		005904		
	I-VF2202405151645 Voya AT	D	5/15/2024	100.00		005904		670.00
02417	US Bank Corporate Payment Syst							
	I-Visa Fleet 04/2024 Visa Fleet Pmt	D	5/21/2024	19,855.58		005994		
	I-Visa NF Pmt 04/24 Visa NonFleet Pmt 043024	D	5/21/2024	102,482.98		005994		122,338.56
00741	Great-West Trust Company LLC							
	I-VF 202405291650 Voya	D	5/29/2024	560.00		005995		
	I-VF2202405291650 Voya AT	D	5/29/2024	100.00		005995		660.00
00792	WV Consolidated Retirement Boa							
	I-RTD202404301643 Retirement	D	5/29/2024	6,725.04		005996		
	I-RTD202405151645 Retirement	D	5/29/2024	7,054.06		005996		
	I-RTD202405151646 Retirement	D	5/29/2024	306.39		005996		
	I-RTD202405291650 Retirement	D	5/29/2024	7,150.65		005996		
	I-RTD202405291651 Retirement	D	5/29/2024	306.39		005996		21,542.53
00952	WV Consolidated Retirement Boa							
	I-RTF202404301643 Retirement	D	5/29/2024	2,335.22		005997		
	I-RTF202405151645 Retirement	D	5/29/2024	2,244.92		005997		
	I-RTF202405291650 Retirement	D	5/29/2024	2,739.40		005997		
	I-RTN202404301643 Retirement	D	5/29/2024	4,150.60		005997		
	I-RTN202405151645 Retirement	D	5/29/2024	4,039.82		005997		
	I-RTN202405291650 Retirement	D	5/29/2024	4,704.90		005997		20,214.86
00993	WV Consolidated Retirement Boa							
	I-RT6202404301643 Retirement 6%	D	5/29/2024	9,044.33		005998		
	I-RT6202405151645 Retirement 6%	D	5/29/2024	9,266.86		005998		
	I-RT6202405291650 Retirement 6%	D	5/29/2024	9,227.60		005998		27,538.79
02417	US Bank Corporate Payment Syst							
	C-Correct entry Correct entry for EFT	D	5/29/2024	122,338.56CR		005999		
	I-Visa NF Pmt 043024 Visa NonFleet Pmt 043024	D	5/29/2024	102,482.98		005999		
	I-VisaFleet 043024 Visa Fleet Pmt 043024	D	5/29/2024	19,855.58		005999		
00032	Absolute Assurance Drug Test L							
	I-4058 Random Testing	R	5/13/2024	322.00		015377		
	I-4059 Random Testing	R	5/13/2024	168.00		015377		490.00
00047	Truist Governmental Finance							
	I-000006 052724 9948000234-06 052724	R	5/13/2024	2,643.26		015378		
	I-00005 052424 9948000234-05 052424	R	5/13/2024	2,596.05		015378		5,239.31

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 5/13/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00075	Encova Insurance							
I-36766362	WCB1037869 05/0124	R	5/13/2024	6,594.00		015379		6,594.00
00154	COE Sanitation							
I-202405075852	Hauling Fee Brush 102	R	5/13/2024	299.48		015380		299.48
00202	Davis Trust Company							
I-12755 052224	3113776-12755 052224	R	5/13/2024	4,256.84		015381		4,256.84
00457	Metalworks, Inc.							
I-13408	MFG Post driver hammer	R	5/13/2024	328.00		015382		328.00
00483	Mountain Valley Bank							
I-1202553-21 052824	1202553-21 052824	R	5/13/2024	2,369.18		015383		2,369.18
00483	Mountain Valley Bank							
I-1202553-24 051524	1202553-24 051524	R	5/13/2024	6,518.78		015384		6,518.78
00550	Precision Pump & Valve Service							
I-0140369-IN	MINI CAS LS 3	R	5/13/2024	763.00		015385		763.00
00569	Randolph County Clerk							
I-CKREQ 051324	Lien Release Tysor Roger/Deb	R	5/13/2024	12.00		015386		12.00
00803	WV Division of Motor Vehicles							
I-CITELKINS 042924	ID - John Kane	R	5/13/2024	25.00		015387		25.00
00812	WV Regional Jail and Correctio							
I-4124B49F	3 Days Inmate Housing TVRJ	R	5/13/2024	163.44		015388		163.44
01681	HdL Companies							
I-04302024	BL Revenue 04/2024	R	5/13/2024	1,698.72		015389		1,698.72
01942	Elkins Municipal Building Comm							
I-1214756-11 051524	1214756-11 051524	R	5/13/2024	4,833.20		015390		4,833.20
01957	Zoro Tools, Inc.							
I-INV14124333	Spanner Wrench/DeckplateKey	R	5/13/2024	28.45		015391		28.45
02098	Skasiks Quality Cleaners LLC							
I-24075-623	alterations	R	5/13/2024	110.00		015392		110.00
02157	Jerry A Marco							
I-Reimb 050924	Travel Mon County Commission	R	5/13/2024	121.94		015393		
I-WVML Travel	Travel WVML Spring Board	R	5/13/2024	298.34		015393		420.28

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 5/13/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
02324	ESO Solutions Inc							
I-ESO-139800	Reporting Software	R	5/13/2024	305.37		015394		305.37
02411	Zurich Insurance							
I-1195189	claim deductible	R	5/13/2024	105.91		015395		105.91
02431	Ferguson Waterworks #527							
I-0846344-1	Comp Coups	R	5/13/2024	786.96		015396		
I-0884288	Coup/T's/SDL/Pipe	R	5/13/2024	11,409.20		015396		
I-0884288-1	Coup/BRSBush/SDL	R	5/13/2024	3,628.38		015396		15,824.54
02443	USDA APHIS WS							
I-2472549138-RA	Canada Geese control agreemnt	R	5/13/2024	2,500.00		015397		2,500.00
02451	DataMax Corporation							
I-18507	Collections 04/2024	R	5/13/2024	107.56		015398		107.56
00116	Child Support Enforcement							
I-CDS202405151645	Child Support	R	5/15/2024	690.10		015399		690.10
00121	Citizens Bank of WVFP							
I-FP 202405151645	Fire Pension	R	5/15/2024	484.81		015400		484.81
00122	Citizens Bank of WVFP							
I-PP 202405151645	Police Pension	R	5/15/2024	173.54		015401		
I-PPN202405151645	Police Pension-2010 Forward	R	5/15/2024	265.80		015401		439.34
00147	COE Misc							
I-MIS202405151645	Misc Reimbursements	R	5/15/2024	370.82		015402		370.82
00150	COE Payroll							
I-T1 202405151645	Federal Withholding	R	5/15/2024	12,453.27		015403		12,453.27
00151	COE Payroll							
I-T3 202405151645	FTCA	R	5/15/2024	19,808.56		015404		
I-T4 202405151645	Medicare	R	5/15/2024	4,978.12		015404		24,786.68
00152	COE Payroll							
I-T2 202405151645	State Withholding	R	5/15/2024	5,635.00		015405		5,635.00
00203	Davis Trust Company							
I-CC 202405151645	Employee Christmas Club	R	5/15/2024	2,670.00		015406		2,670.00

VENDOR SET; 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 5/13/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00747	Washington National Insurance							
I-WN 202405151645	Washington National Insurance	R	5/15/2024	632.71		015407		632.71
00837	COE Payroll Reimbursement							
I-001202405151645	Payroll Reimbursement	R	5/15/2024	57,814.91		015408		
I-006202405151645	Payroll Reimbursement	R	5/15/2024	5,712.71		015408		
I-036202405151645	Payroll Reimbursement	R	5/15/2024	12,937.58		015408		
I-400202405151645	Payroll Reimbursement	R	5/15/2024	23,953.89		015408		
I-401202405151645	Payroll Reimbursement	R	5/15/2024	12,354.20		015408		
I-404202405151645	Payroll Reimbursement	R	5/15/2024	11,943.36		015408		124,716.65
01885	Colonial Life							
I-CL 202405151645	Colonial Life-AT	R	5/15/2024	112.10		015409		
I-CLP202405151645	Colonial Life-PT	R	5/15/2024	52.52		015409		164.62
00150	COE Payroll							
I-T1 202405151646	Federal Withholding	R	5/15/2024	235.81		015410		235.81
00151	COE Payroll							
I-T3 202405151646	FICA	R	5/15/2024	281.44		015411		
I-T4 202405151646	Medicare	R	5/15/2024	65.82		015411		347.26
00152	COE Payroll							
I-T2 202405151646	State Withholding	R	5/15/2024	97.00		015412		97.00
00837	COE Payroll Reimbursement							
I-001202405151646	Payroll Reimbursement	R	5/15/2024	1,661.03		015413		1,661.03
00006	AFLAC							
I-AF 202404301643	Aflac-After Tax Ins	R	5/15/2024	191.98		015414		
I-AF 202405151645	Aflac-After Tax Ins	R	5/15/2024	246.80		015414		
I-AFL202404301643	Aflac Insurance	R	5/15/2024	68.67		015414		
I-AFL202405151645	Aflac Insurance	R	5/15/2024	68.67		015414		576.12
00242	Elkins Professional Firefighte							
I-EFF202404301643	Elkins Professional FF	R	5/15/2024	135.00		015415		
I-EFF202405151645	Elkins Professional FF	R	5/15/2024	135.00		015415		270.00
00591	Retiree Health Benefit Trust F							
I-05/2024 Retirees	Retirees 050124	R	5/15/2024	1,639.16		015416		1,639.16
02630	West Virginia United Health Sy							
I-GAR202404301643	Case #22-M42C-00404/DStemple	R	5/15/2024	228.31		015417		
I-GAR202405151645	Case #22-M42C-00404/DStemple	R	5/15/2024	228.31		015417		456.62

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 5/13/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00810	WV Public Employee Insurance A							
I-BL 202405151645	Basic Life Benefit	R	5/15/2024	184.14		015418		
I-BL1202405151645	Basic Life Benefit +	R	5/15/2024	1.98		015418		
I-DL 202404301643	Dependent Life	R	5/15/2024	89.61		015418		
I-DL 202405151645	Dependent Life	R	5/15/2024	89.61		015418		
I-HPA202404301643	Ins-Health Plan A	R	5/15/2024	949.00		015418		
I-HPA202405151645	Ins-Health Plan A	R	5/15/2024	949.00		015418		
I-HPB202404301643	Ins-Health Plan B	R	5/15/2024	627.50		015418		
I-HPB202405151645	Ins-Health Plan B	R	5/15/2024	627.50		015418		
I-ICA202404301643	Ins - Emp/Child-Plan A	R	5/15/2024	2,736.16		015418		
I-ICA202405151645	Ins - Emp/Child-Plan A	R	5/15/2024	2,303.84		015418		
I-ICB202404301643	Ins- Emp/child - Plan B	R	5/15/2024	494.50		015418		
I-ICB202405151645	Ins- Emp/child - Plan B	R	5/15/2024	494.50		015418		
I-IFA202404301643	Ins - Family - Plan A	R	5/15/2024	16,008.00		015418		
I-IFA202405151645	Ins - Family - Plan A	R	5/15/2024	16,008.00		015418		
I-IFB202404301643	Ins - Family - Plan B	R	5/15/2024	5,825.00		015418		
I-IFB202405151645	Ins - Family - Plan B	R	5/15/2024	5,825.00		015418		
I-IFD202404301643	Ins-Fam-Plan B - Post Tax	R	5/15/2024	582.50		015418		
I-IFD202405151645	Ins-Fam-Plan B - Post Tax	R	5/15/2024	582.50		015418		
I-ISA202404301643	Ins - Single - Plan A	R	5/15/2024	4,062.50		015418		
I-ISA202405151645	Ins - Single - Plan A	R	5/15/2024	4,062.50		015418		
I-ISB202404301643	Ins-Single - Plan B	R	5/15/2024	3,934.00		015418		
I-ISB202405151645	Ins-Single - Plan B	R	5/15/2024	3,934.00		015418		
I-OL 202404301643	Optional Life	R	5/15/2024	371.02		015418		
I-OL 202405151645	Optional Life	R	5/15/2024	371.02		015418		
I-RChen 05/2024	RChenoweth Health/Life 05/2024	R	5/15/2024	1,335.98		015418		
I-TOF202404301643	Tobacco Surcharge Family	R	5/15/2024	325.00		015418		
I-TOF202405151645	Tobacco Surcharge Family	R	5/15/2024	325.00		015418		
I-TOS202404301643	Tobacco Surcharge Single	R	5/15/2024	137.50		015418		
I-TOS202405151645	Tobacco Surcharge Single	R	5/15/2024	137.50		015418		73,374.36
02649	Civil & Enviromental Consultan							
I-400994	contracted services 11th St	R	5/21/2024	13,500.00		015419		13,500.00
00143	COE General Fund 2							
I-05/2024 Indirects	Monthly Indirects 05/2024	R	5/21/2024	12,955.92		015420		12,955.92
00156	COE Sewer Depreciation Account							
I-Deposit 04/2024	Sewer Depr Deposit 04/2024	R	5/21/2024	5,664.18		015421		5,664.18
00310	Griffith & Associates, PLLC							
I-14860	Whitmer work - Jan/Feb 2024	R	5/21/2024	570.50		015422		570.50

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 5/13/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00468	Miss Utility of West Virginia,							
I-WV24--1675	Message Fees 04/2024	R	5/21/2024	234.30		015423		234.30
00471	Mon Power							
I-CityPk 050824	City Park 040924-050824	R	5/21/2024	11.07		015424		
I-Park St 050824	Park St 040924-050824	R	5/21/2024	10.82		015424		
I-ParkSt 050824 465	Park St 040924-050824	R	5/21/2024	10.89		015424		
I-ParkSt996 050824	Park St 040924-050824	R	5/21/2024	10.52		015424		
I-RR Ave 051324	RR Ave 041324-051324	R	5/21/2024	163.08		015424		
I-Whitmer 050524	Whitmer 040524-050524	R	5/21/2024	974.80		015424		1,181.18
00582	Region VII Plan. & Development							
I-520-10	GIS Services 04/2024	R	5/21/2024	522.50		015425		522.50
00688	Terra Flora Landscaping							
I-0845	mulch	R	5/21/2024	80.00		015426		80.00
00712	Tyler Technologies, Inc.							
I-025-462323	Time & Attendance	R	5/21/2024	13,975.00		015427		
I-025-464189	Time & Attendance April 2024	R	5/21/2024	910.00		015427		14,885.00
00779	Woodford Oil Company							
I-4592138	CHEV Multifak EP2	R	5/21/2024	166.00		015428		166.00
00884	Colonial Court Service Station							
I-588238	Tires	R	5/21/2024	835.96		015429		835.96
00990	Cleveland Brothers							
I-4284373	Service on Wy G65	R	5/21/2024	854.64		015430		854.64
01292	COE Sewer O & M Account							
I-Deposit 04/2024	Sewer O&M Deposit 04/2024	R	5/21/2024	13,153.88		015431		13,153.88
01416	Gerry Roberts							
I-CKREQ 052024	FOP lease recording	R	5/21/2024	12.00		015432		12.00
01447	Heritage Fire Equipment							
I-11585	Lightbar E406	R	5/21/2024	1,360.80		015433		1,360.80
01594	Pace Analytical Services LLC							
I-2430522436	April 2024 Lab Contract	R	5/21/2024	2,407.00		015434		2,407.00
01790	Crim Law Office PLLC							
I-426	Municipal Ct Serv 04/2024	R	5/21/2024	2,810.00		015435		
I-428	Water Board Atttny Serv 04/2024	R	5/21/2024	1,540.00		015435		4,350.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 5/13/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
01833	P3 Cost Analysts							
I-23817	Visa VUIRF 05/2024	R	5/21/2024	441.99		015436		441.99
02215	Tucker County Solid Waste Auth							
I-00141702	Sweeper Tallons	R	5/21/2024	883.71		015437		883.71
02286	Eric Hiner							
I-CKREQ 051724	Hiner CDL Reimbursement	R	5/21/2024	100.00		015438		100.00
02525	DTC Farms LLC							
I-003 050624	Mini Excavator Rental	R	5/21/2024	825.00		015439		825.00
02648	Bobbi McCarthy							
I-CKREQ McCarthy	Cancellation	R	5/21/2024	100.00		015440		100.00
00824	WV Tractor Company							
I-M-3789	Elgin Streetsweeper	R	5/22/2024	287,581.95		015441		287,581.95
00116	Child Support Enforcement							
I-CDS202405291650	Child Support	R	5/29/2024	690.10		015442		690.10
00121	Citizens Bank of WVFP							
I-FP 202405291650	Fire Pension	R	5/29/2024	588.73		015443		588.73
00122	Citizens Bank of WVFP							
I-PP 202405291650	Police Pension	R	5/29/2024	183.18		015444		
I-PPN202405291650	Police Pension-2010 Forward	R	5/29/2024	244.25		015444		427.43
00147	COE Misc							
I-MIS202405291650	Misc Reimbursements	R	5/29/2024	362.91		015445		362.91
00150	COE Payroll							
I-T1 202405291650	Federal Withholding	R	5/29/2024	13,883.99		015446		13,883.99
00151	COE Payroll							
I-T3 202405291650	FICA	R	5/29/2024	19,930.04		015447		
I-T4 202405291650	Medicare	R	5/29/2024	5,052.04		015447		24,982.08
00152	COE Payroll							
I-T2 202405291650	State Withholding	R	5/29/2024	5,904.00		015448		5,904.00
00203	Davis Trust Company							
I-CC 202405291650	Employee Christmas Club	R	5/29/2024	2,630.00		015449		2,630.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 5/13/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	CHECK NO	CHECK	CHECK
			DATE	AMOUNT		STATUS	AMOUNT
00747	Washington National Insurance						
I-WN 202405291650	Washington National Insurance	R	5/29/2024	604.60	015450		604.60
00837	COE Payroll Reimbursement						
I-001202405291650	Payroll Reimbursement	R	5/29/2024	54,054.83	015451		
I-006202405291650	Payroll Reimbursement	R	5/29/2024	5,860.25	015451		
I-036202405291650	Payroll Reimbursement	R	5/29/2024	16,584.21	015451		
I-400202405291650	Payroll Reimbursement	R	5/29/2024	25,956.99	015451		
I-401202405291650	Payroll Reimbursement	R	5/29/2024	11,535.91	015451		
I-404202405291650	Payroll Reimbursement	R	5/29/2024	12,417.04	015451		126,409.23
01885	Colonial Life						
I-CL 202405291650	Colonial Life-AT	R	5/29/2024	112.10	015452		
I-CLP202405291650	Colonial Life-PT	R	5/29/2024	52.52	015452		164.62
00121	Citizens Bank of WVFP						
I-FP 202405291651	Fire Pension	R	5/29/2024	377.72	015453		377.72
00150	COE Payroll						
I-T1 202405291651	Federal Withholding	R	5/29/2024	1,004.22	015454		1,004.22
00151	COE Payroll						
I-T3 202405291651	FICA	R	5/29/2024	281.44	015455		
I-T4 202405291651	Medicare	R	5/29/2024	222.30	015455		503.74
00152	COE Payroll						
I-T2 202405291651	State Withholding	R	5/29/2024	349.00	015456		349.00
00837	COE Payroll Reimbursement						
I-001202405291651	Payroll Reimbursement	R	5/29/2024	1,661.03	015457		
I-036202405291651	Payroll Reimbursement	R	5/29/2024	3,919.57	015457		5,580.60
1	DANIELS, JOHN K						
I-000202405231648	US REFUND	R	5/29/2024	105.89	015458		105.89
1	MARTIN, SHARON						
I-000202405241649	US REFUND	R	5/29/2024	54.13	015459		54.13
00119	First-Citizens Bank & Trust Co						
I-44806322	Kyocera Copier 060624	R	5/29/2024	52.50	015460		
I-44806323	Konica Printer 060624	R	5/29/2024	55.00	015460		107.50
00132	Clarksburg Water Board						
I-M91689 M91626	Compliance Samples	R	5/29/2024	27.00	015461		27.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 5/13/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00140	City of Elkins							
I-CKREQ 052324	Whitmer utility pmts	R	5/29/2024	4,529.51		015462		4,529.51
00202	Davis Trust Company							
I-35239 060124	3113776-35239 060124	R	5/29/2024	29.16		015463		29.16
00250	Elkins-Randolph County Regiona							
I-CKREQ 052324	1/2 Insurance Renewal	R	5/29/2024	25,282.53		015464		25,282.53
00471	Mon Power							
I-LT31Barron 051424	Consumption 041324-051424	R	5/29/2024	14,254.73		015465		14,254.73
00484	Mountaineer Gas Company							
I-1Baxter 050624	1 Baxter 040524-050624	R	5/29/2024	206.71		015466		
I-1Baxter Wtr 050624	1 Baxter 040524-050624	R	5/29/2024	162.05		015466		
I-216 4B 050624	216 4th B 040524-050624	R	5/29/2024	50.40		015466		
I-216-4th 050624	216 4th 040924-050624	R	5/29/2024	262.53		015466		
I-401Davis 050624	401 Davis 040524-050624	R	5/29/2024	508.16		015466		
I-917 SRR 050624	917 S RR 040524-050624	R	5/29/2024	251.37		015466		
I-Barron 050624	Barron 040524-060624	R	5/29/2024	95.06		015466		
I-Baxter 050624	Baxter 040524-050624	R	5/29/2024	217.87		015466		
I-Center 050624	Center St 040524-050624	R	5/29/2024	72.73		015466		
I-Flood Ctl 050624	Flood Control 040924-050624	R	5/29/2024	139.72		015466		
I-Industrial 050624	Industrial Pk 040924-050624	R	5/29/2024	61.56		015466		
I-LS 3 050624	Glendale LS 3 050624	R	5/29/2024	95.06		015466		
I-RELee 050624	RELee 040824-050624	R	5/29/2024	184.38		015466		
I-Stewart LS4 050724	Stewart LS 4 040524-050724	R	5/29/2024	59.63		015466		2,367.23
00517	Ohio Valley Bank							
I-6300002950 060124	6300002950 060124	R	5/29/2024	214.42		015467		214.42
00551	Preiser Scientific, Inc.							
I-568344-1	chemicals	R	5/29/2024	78.98		015468		78.98
00805	WV FBMC							
I-MFB202404301643	Mt. Flex Benefit	R	5/29/2024	1,716.85		015469		
I-MFB202405151645	Mt. Flex Benefit	R	5/29/2024	1,754.69		015469		
I-MFB202405291650	Mt. Flex Benefit	R	5/29/2024	1,750.28		015469		
I-RChen 05/2024	RChenoweth 05/2024	R	5/29/2024	74.85		015469		5,296.67
00810	WV Public Employee Insurance A							
I-Admn May 2024	Admn Fee N Postelthwait	R	5/29/2024	50.00		015470		50.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 5/13/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
00884	Colonial Court Service Station							
I-588727	Mount/Balance Tires	R	5/29/2024	128.00		015471		128.00
02157	Jerry A Marco							
I-EXP 0520-052324	Exp Reimb 24 Champ Alumni	R	5/29/2024	621.06		015472		621.06
02347	LEAF							
I-16520351	Tosh 5525AC 060824	R	5/29/2024	292.45		015473		
I-16541477	Tosh E4515AC 061124	R	5/29/2024	301.50		015473		
I-16548648	Tosh ES4515AC 061324	R	5/29/2024	133.78		015473		727.73
02393	Spilman Thomas & Battle PLLC							
I-5515317	TIF Redev Admn Matters 043024	R	5/29/2024	700.00		015474		700.00

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		98	906,398.44	0.00	906,398.44
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		7	192,964.74	0.00	192,964.74
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:	105	1,099,363.18	0.00	1,099,363.18
BANK: Pool TOTALS:	105	1,099,363.18	0.00	1,099,363.18

VENDOR SET: 01 Elkins

BANK: SEWDP Sewer Depreciation

DATE RANGE: 5/13/2024 THRU 5/31/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02646	Ford Hall Company, Inc.							
I-5724	clarifier brush system	R	5/13/2024	19,840.00		000044		19,840.00

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	19,840.00	0.00	19,840.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: SEWDP TOTALS:	1	19,840.00	0.00	19,840.00
BANK: SEWDP TOTALS:	1	19,840.00	0.00	19,840.00
REPORT TOTALS:	107	1,132,703.18	0.00	1,132,703.18



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 330: An ordinance of the Common Council Of Elkins, West Virginia assigning zoning districts to an unzoned parcel on North 12th Street (final reading)
Recommended By:	Planning Commission
Summary:	The 2022 zoning update left unzoned a parcel of land owned by CSX between North 12th Street and the railroad tracks, near where North 12th Street intersects South Davis Avenue. Presumably, this land was left unzoned on the assumption that it was part of the railroad right of way and essential to rail operations, but it is not used for railroad purposes and is instead leased by CSX to other parties for non-railroad uses. Residents of the neighboring blocks addressed the Planning Commission to express their desire to keep the adjacent section of the parcel free from retail businesses and similar establishments. Following the process adopted by council (Ordinance 317, finally adopted December 21) for zoning unzoned parcels: • The Planning Commission submitted its recommendation to council on January 18 • A date was set for a hearing before council (tonight, May 16) • The owner of record, CSX (represented by Damien D'Anna), was notified of the hearing via certified mail and email (see attached letter to CSX and email acknowledging receipt) • Tonight's hearing was advertised via legal advertisement (see attached) • The ordinance was provided, attached to an email further advising of tonight's hearing and next steps, to both CSX and CSX's tenant (see attached email, and note that CSX twice indicated it has no objection to the proposed zoning classifications)



CITY OF ELKINS AGENDA ITEM REPORT

Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. 1 - notice to CSX of zoning recommendation 2. 2- RE_ notification of zoning recommendation 3. 3 - AD-76147 4. 4 - notice of zoning recommendation - chabut 5. 5 - RE_ FW_ zoning update - D'anna and Chabut 6. O-330 - (Zoning Districts to Unzoned Parcel on North 12th Street)



City of Elkins, West Virginia

March 4, 2024

Mr. Damien D'Anna
Director – Real Estate Sales and Leasing
CSX Transportation Inc.
500 Water Street, 12th Floor
Jacksonville, FL 32202

Re: North 12th Street
Elkins, WV
Tax Map 17 Parcel 258

Dear Mr. D'Anna,

The Elkins Planning Commission has recommended to the Elkins Common Council that the above-referenced CSX property, which is unzoned, be zoned as City Residential (R-2) District and as Commercial (B-1) District as is shown on the attached Map. This recommendation has been acknowledged by the Common Council and will proceed as is provided in City Code.

Elkins City Code §152.068 (C) provides that prior to the zoning hearing and formal designation of any unzoned parcel of land being zoned, the City shall, at least thirty (30) days prior to the enactment of an ordinance amending the zoning map given, give written notice, by certified mail, to the landowner, whose property is directly involved in the proposed zoning and amendment to the zoning. This letter shall serve as that required notice. If you have any questions, please contact me at 304-636-1414 Ext. 1211.

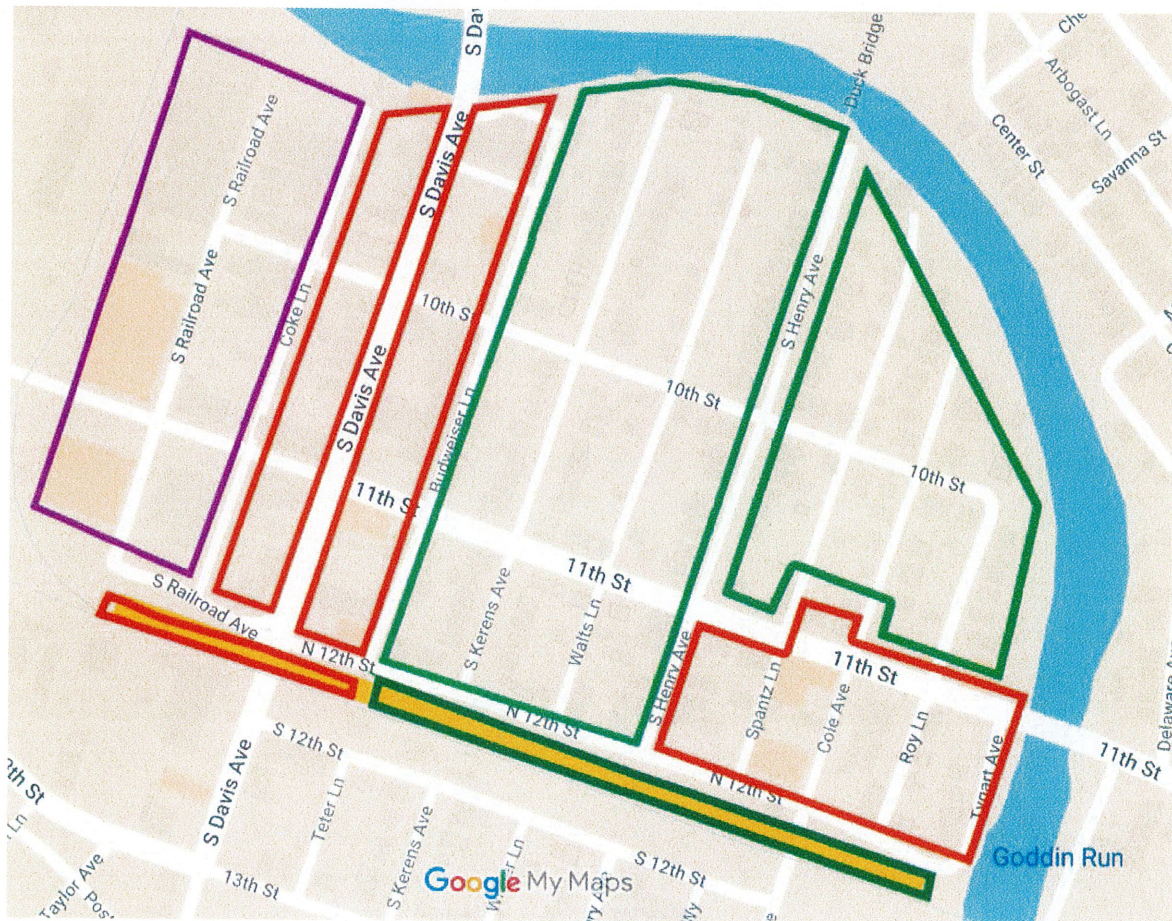
Very truly yours,

Sutton Stokes, Clerk

Reference Map

The map below shows the approximate location of CSX's unzoned parcel (Tax Map 17 Parcel 258) as a yellow block. The color polygons show the adjacent zoned areas and the commission's recommendation for zoning Tax Map 17 Parcel 258.

- Purple = Industrial (I-1)
- Red = Commercial (B-1)
- Green = City Residential (R-2)



From: [D'Anna, Damien](#)
To: [Sutton Stokes](#)
Cc: [Gerry Roberts](#)
Subject: RE: [E] notification of zoning recommendation
Date: Thursday, March 28, 2024 4:38:48 PM
Attachments: [image002.png](#)
[image003.png](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments or reply unless you recognize the sender and know the content is safe. Contact Help Desk for assistance.

I understand and we won't object if this is where the powers that be end up settling.

Damien D'Anna
Director – Real Estate Sales and Leasing
CSX Transportation, Inc.
T. 904-279-3646 | M. 904-545-1869
500 Water St., 12th Floor, Jacksonville, FL 32202



From: Sutton Stokes <suttonstokes@cityofelkinswv.com>
Sent: Thursday, March 28, 2024 4:28 PM
To: D'Anna, Damien <Damien_Danna@csx.com>
Cc: Gerry Roberts <gsroberts@wvlawyers.com>
Subject: RE: [E] notification of zoning recommendation

This Message Is From an External Sender

This message came from outside your organization.

Damien,

Speaking as an observer of the commissioners' deliberations, it appeared to me they were trying to balance the interests and preferences of both CSX (and your tenant) and of the nearby residential property owners.

Sutton Stokes
City Clerk
City of Elkins
401 Davis Ave.
Elkins, WV 26241
Email: suttonstokes@cityofelkinswv.com
Phone: (304) 636-1414, ext. 1211

www.cityofelkinswv.com
www.facebook.com/ElkinsCityHall
www.twitter.com/ElkinsCityHall



From: D'Anna, Damien <Damien_Danna@csx.com>
Sent: Monday, March 25, 2024 9:21 AM
To: Sutton Stokes <suttonstokes@cityofelkinswv.com>
Cc: Gerry Roberts <gsroberts@wvlawyers.com>
Subject: RE: [E] notification of zoning recommendation

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Receipt confirmed. Is there a reason that the far eastern portion that is adjacent to commercially zoned property would be proposed for residential rezoning?

Damien D'Anna
Director – Real Estate Sales and Leasing
CSX Transportation, Inc.
T. 904-279-3646 | M. 904-545-1869
500 Water St., 12th Floor, Jacksonville, FL 32202
CSX

From: Sutton Stokes <suttonstokes@cityofelkinswv.com>
Sent: Tuesday, March 19, 2024 3:45 PM
To: D'Anna, Damien <Damien_Danna@csx.com>
Cc: Gerry Roberts <gsroberts@wvlawyers.com>
Subject: [E] notification of zoning recommendation

This Message Is From an External Sender

This message came from outside your organization.

Damien,

With this email, I am forwarding a scan of a letter sent certified to your office (according to the address in your email signature) on March 4.

I have not yet received the confirmation slip. Would you mind confirming via this email that you have received the attached letter? Thanks!

Sutton Stokes
City Clerk
City of Elkins

401 Davis Ave.
Elkins, WV 26241
Email: suttonstokes@cityofelkinswv.com
Phone: (304) 636-1414, ext. 1211

www.cityofelkinswv.com
www.facebook.com/ElkinsCityHall
www.twitter.com/ElkinsCityHall



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The Inter-Mountain Legals Print Ad Proof

ADNo: 76147 Customer Number: L01320
 Customer Name: TRACY `JUDY Company: CITY OF ELKINS
 Address: 401 DAVIS AVE
 City/St/Zip: ELKINS ,WV 26241
 Phone: (304) 636-1414 Solicitor: JH
 Category: 10 Class: 1000 Rate: LE-0 Start: 4-9-2024 Stop: 4-9-2024
 Lines: 36 Inches: 3.50 Words: 183

Credit Card: Expire:
 Order Number:
 Cost: 23.35 Extra Charges: 2.00 Adjustments: .00
 Payments: .00 Discount: .00
 Balance: 25.35

NOTICE OF PUBLIC HEARING

Please take notice that on May 16, 2024 at 7:00 p.m. in the Council Chambers of Elkins City Hall in Elkins, West Virginia, the Common Council of the City of Elkins will hold a public hearing pursuant to Elkins City Code Section 158.068 (C), regarding the proposed zoning of a unzoned parcel of land. The Elkins Planning Commission voted to recommend the zoning districts for an unzoned parcel in Elkins Corp. Tax District, Tax Map 17, Parcel 258 to the Common Council of the City of Elkins.

The hearing will be open to the public and any interested parties may appear at the hearing and be heard with respect to the proposed rezoning application.

A copy of the ordinance to zone the parcel known as Elkins Corp. Tax District, Tax Map 17, Parcel 258 and related documents are available for public inspection at the City Clerk's office located at 401 Davis Avenue, Elkins, West Virginia. That office is open to the public Monday through Friday, 8:00 a.m. to 4:30 p.m.

City of Elkins
 Sutton R. Stokes, City Clerk
 4/9

From: [Sutton Stokes](#)
To: joe@elkinstruck.com
Subject: notice of zoning recommendation
Date: Friday, March 8, 2024 5:18:00 PM
Attachments: [notice to CSX of zoning recommendation.pdf](#)
[image001.png](#)

Mr. Chabut,

I'm attaching a scan of a letter sent certified to Damien D'Anna, of CSX, earlier this week.

Once the next steps (including a public hearing before council) are arranged, I'll be back in touch to keep you in the loop. You will have at least 30 days' notice of the hearing date.

Have a great weekend.

-Sutton

Sutton Stokes

City Clerk

City of Elkins

401 Davis Ave.

Elkins, WV 26241

Email: suttonstokes@cityofelkinswv.com

Phone: (304) 636-1414, ext. 1211

www.cityofelkinswv.com

www.facebook.com/ElkinsCityHall

www.twitter.com/ElkinsCityHall



From: [D'Anna, Damien](#)
To: [Sutton Stokes](#)
Cc: joe@elkinstruck.com
Subject: RE: [E] FW: zoning update
Date: Monday, April 29, 2024 11:55:02 AM
Attachments: [image002.png](#)
[image003.png](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments or reply unless you recognize the sender and know the content is safe. Contact Help Desk for assistance.

No objection from CSX.

Damien D'Anna
Director – Real Estate Sales and Leasing
CSX Transportation, Inc.
T. 904-279-3646 | M. 904-545-1869
500 Water St., 12th Floor, Jacksonville, FL 32202



From: Sutton Stokes <suttonstokes@cityofelkinswv.com>
Sent: Monday, April 29, 2024 11:53 AM
To: D'Anna, Damien <Damien_Danna@csx.com>
Cc: joe@elkinstruck.com
Subject: [E] FW: zoning update

This Message Is From an External Sender

This message came from outside your organization.

Here is the ordinance imposing zoning on the CSX property near North 12th Street in Elkins. Council will consider it on May 16 and June 6. Please let me know if you have any questions.

Sutton Stokes
City Clerk
City of Elkins
401 Davis Ave.
Elkins, WV 26241
Email: suttonstokes@cityofelkinswv.com
Phone: (304) 636-1414, ext. 1211

www.cityofelkinswv.com
www.facebook.com/ElkinsCityHall
www.twitter.com/ElkinsCityHall



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ORDINANCE 330

AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA ASSIGNING ZONING DISTRICTS TO UNZONED PARCEL ON NORTH 12TH STREET

WHEREAS, the Common Council has previously adopted a zoning ordinance which is codified in City Code Chapter 152, Zoning which has been amended by ordinance to establish a procedure for the zoning of unzoned land ; and

WHEREAS, City Code §152.068(C) Zoning of Land Unzoned Within the City of Elkins, provides the procedure for assigning a zoning district; and

WHEREAS, the Elkins Planning Commission has met and, consistent with the Comprehensive Plan, has recommended that the unzoned parcel on North 12th Street, shown on the Office of the Randolph County Assessor's site as Elkins Corp. District, Tax Map 17, Parcel 258, be assigned zoning districts as shown on the attached map; and

WHEREAS, the City has provided written notice at least thirty days prior to the enactment of this Ordinance by certified mail to the landowner whose property is directly involved in the proposed zoning and amendment to the zoning map, said landowner being CSX Transportation, Inc.; and

WHEREAS, the City has published a notice of the proposed amendment to the zoning ordinance map as a Class II-O legal advertisement pursuant to W. Va. Code Chapter 59; and

WHEREAS, the City Council, after the required thirty-day notice period, has held a public hearing regarding the zoning designations of the unzoned land.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Common Council that the unzoned parcel located on North 12th Street and identified as Elkins Corp. District, Map 17, Parcel 258, be zoned as follows:

1. Said unzoned parcel shall be zoned and assigned zoning districts as shown on the attached map as City Residential (R-2) and Commercial (B-1).
2. The assignment of zoning districts is approved in compliance with City Code §152.068(B) s set forth in City Code § 152.068(C)(2).
3. The Zoning Map shall be amended to show the zoning districts assigned to said unzoned parcel.
4. The provisions of City Code Chapter 152 Zoning regarding the zoning districts Residential (R-2) and Commercial (B-1) shall be applicable to said parcel.

The changes to the Zoning Map which is part of Chapter 152: Zoning are only to the unzoned parcel referred to herein and all other sections of said Chapter and the Zoning Map shall remain in full force and effect.

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

This Ordinance shall become effective upon the date of its final adoption.

PASSED AND APPROVED ON THE FIRST READING: _____, 2024.

PASSED AND APPROVED ON THE SECOND AND FINAL READING: _____, 2024.

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk

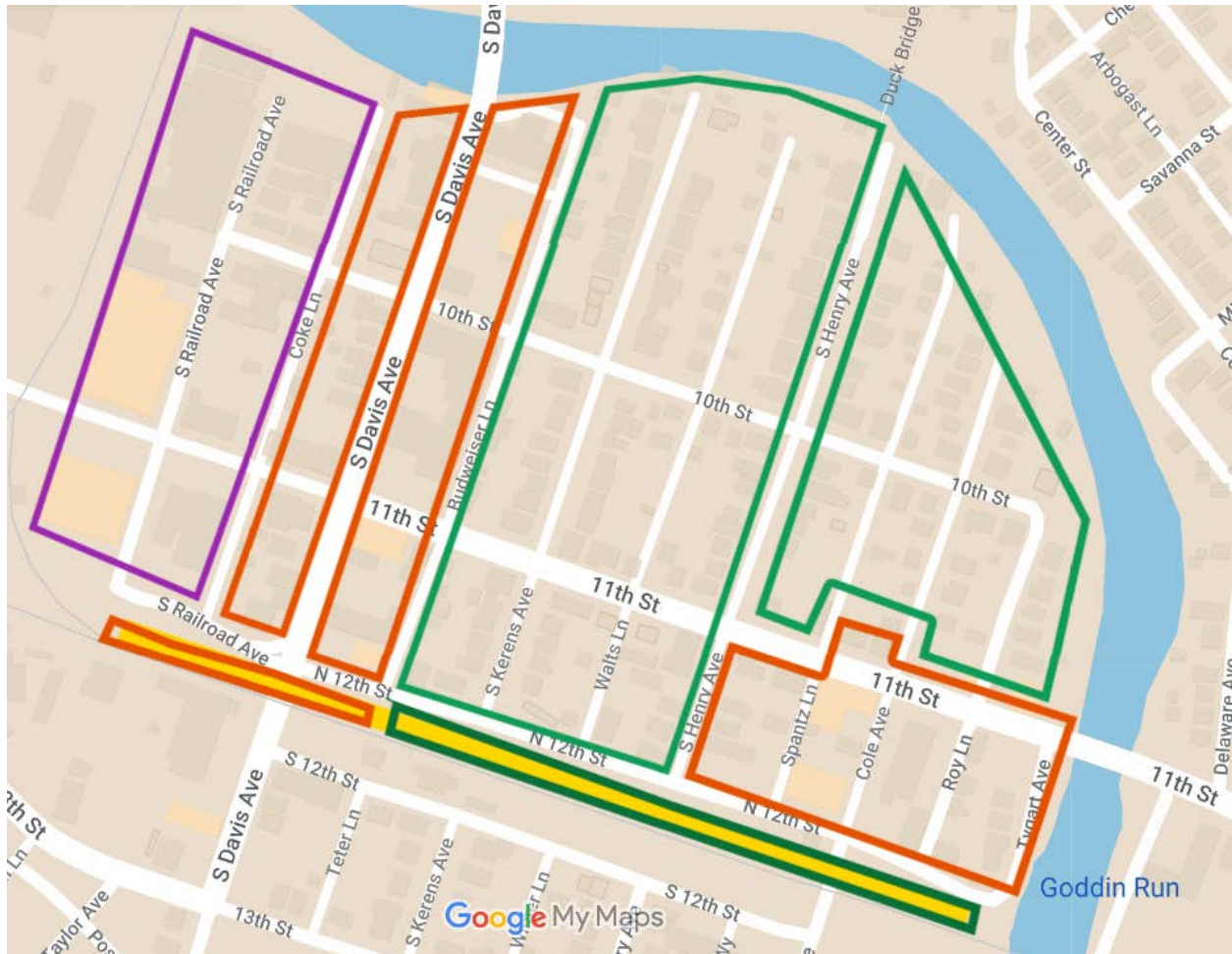
ORDINANCE

2

Reference Map

The map below shows the approximate location of CSX's unzoned parcel as a yellow block. The color polygons show the adjacent zoned areas and the commission's recommendation for zoning the unzoned (yellow) parcel.

- Purple = Industrial (I-1)
- Red = Commercial (B-1)
- Green = City Residential (R-2)





CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 331: An Ordinance Of The Common Council Of Elkins, West Virginia Amending Sections Of City Code, Chapter 152, Zoning Regarding Use Definitions, Uses in the Industrial District, and Height of Accessory Buildings (final reading)
Recommended By:	Planning Commission
Summary:	Ordinance 331, recommended by the Elkins Planning Commission: • Amends the previous restriction on the height of accessory buildings (18 feet everywhere but in the Industrial District) to the following: "The height of accessory buildings and structures, except agricultural buildings and structures and those located in the Industrial District, shall not exceed the height of a single-story principal building or structure, and, for all principal buildings or structures greater than one story, shall not exceed 75% of the height of the principal building or structure, except that in all cases the height of an accessory building or structure shall not exceed 25 feet." • Adds the use "Clinic" to the Industrial District. • Amends the definition of the use "Clinic" to add the underlined language in the following: "An establishment providing medical, chiropractic, psychiatric, or surgical services exclusively on an outpatient basis, including emergency treatment and diagnostic services <u>or any other human rehabilitation service</u>."
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. O-331 - (Amending Sections Regarding Use Definitions Uses in Ind District and Height of Acessory)

ORDINANCE 331

AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA AMENDING SECTIONS OF CITY CODE, CHAPTER 152, ZONING REGARDING USE DEFINITIONS, USES IN THE INDUSTRIAL DISTRICT AND HEIGHT OF ACCESSORY BUILDINGS.

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

WHEREAS, following the enactment of the zoning ordinance, a request has been made regarding a particular “use” definition and the reconsideration of a particular “use” in the Industrial District; and

WHEREAS, following the enactment of the zoning ordinance, a request regarding the height of an accessory building has also been made; and

WHEREAS, the Elkins Planning Commission has met and reviewed the information and requests related to the “use” definition, the consideration of an additional “use” in the Industrial District and the height of the accessory buildings; and

WHEREAS, the Elkins Planning Commission has voted, pursuant to City Code §152.024, thereby recommending that the “use” definition of Clinic be modified, that a Clinic be permitted by right in the Industrial (I-1) District and that the height restriction of an accessory building be modified; and

WHEREAS, it appears that the Elkins Planning Commission has made these recommendations in furtherance of its authority and responsibilities to advise Common Council of any proposed amendments to Chapter 152: Zoning which promote the purposes of zoning; and

WHEREAS, the Common Council has determined, with the advice and the recommendation of the Elkins Planning Commission and the finding that these amendments are consistent with the adopted comprehensive plan, it is in the best interest of the citizens of the City to make these amendments.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Common Council that City Code, Chapter 152: Zoning be amended to add the following definition for “Clinic”:

§152.056 DEFINITIONS

CLINIC. An establishment providing medical, chiropractic, psychiatric, or surgical services exclusively on an outpatient basis, including emergency treatment and diagnostic services or any other human rehabilitation service.

ORDINANCE 331

§ 152.141 PERMITTED USES IN THE INDUSTRIAL (I-1) DISTRICT

The following shall be uses permitted by right in the Industrial (I-1) District:

Clinic

§ 152.196 ACCESORY BUILDINGS, USES AND STRUCTURES.

(D) The height of accessory buildings and structures, except agricultural buildings and structures and those located in the Industrial District, shall not exceed the height of a single-story principal building or structure, and, for all principal buildings or structures greater than one story, shall not exceed 75% of the height of the principal building or structure, except that in all cases the height of an accessory building or structure shall not exceed 25 feet.

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

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

This Ordinance shall become effective upon the date of its final adoption.

PASSED AND APPROVED ON THE FIRST READING: _____, 2024.

PASSED AND APPROVED ON THE SECOND AND FINAL READING: _____, 2024.

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 332: Annexing a parcel on Redbud Lane into the City of Elkins (final reading)
Recommended By:	City Clerk
Summary:	Woodlands Development & Lending, the owner of a tract of land near Redbud Lane in Elkins, has requested that the tract be annexed into and made part of the City of Elkins, pursuant to West Virginia Code Chapter § 8-6-4.
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. O-332 - (Annexation of Redbud Lane)

ORDINANCE 332

AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA ANNEXING A PARCEL ON REDBUD LANE IN THE CITY OF ELKINS §8-6-4.

WHEREAS, the Common Council has received a petition from Dustin Smith, on behalf of Woodlands Development Group, Inc. (“Woodlands”), said petition having been authorized by the Board of Directors of Woodlands, requesting the City of Elkins to annex a tract of land, namely a 0.59 acre tract at the corner of Redbud Lane and Wilson Lane, Leadsville District, Tax Map 126 Parcel 14.6 as shown on a plat attached hereto and being more particularly described as follows:

A tract on land situate in Leadsville District, Randolph County, West Virginia, more particularly described as follows:

Beginning at a $\frac{5}{8}$ ” iron rebar (with cap found), being in the northern right of way line of West Virginia County Route 250/12 and being a corner to Woodlands Development Group’s 0.59 acre tract (573/147), and being in the line of Walter L. Schmidlen Jr.’s 85.702 acre tract (544/168;506/647), thence leaving said 0.59 acre tract and with the northern right of way line of said Route 250/12 and with said 85.702 acre tract

S 84 – 04 W 160.00 Feet to a $\frac{3}{4}$ ” iron rebar (set with cap), being in the northern right of way line of said Route 250/12, thence leaving said Route 250/12 and entering said 85.702 acre tract with two (2) lines of partition

N 6 – 03 W 160.00 feet to a $\frac{3}{4}$ ” iron rebar (set with cap), thence

N 84 – 04 E 160.00 feet to a $\frac{5}{8}$ ” iron rebar (with cap found), being in the line of said 0.59 acre tract, thence with said 0.59 acre tract

S 6 -03 E 159.92 feet to the beginning containing 0.59 acres, or 25,587 square feet more or less as surveyed by Robert A. Kitzmiller, Professional Surveyor #635 of Buckhannon, West Virginia.

Being a part of an 85.702 acre tract which was conveyed by James A. and William G. Coberly, trustees to Walter L. Schmidlen and Susan Schmidlen by deed recorded in the office of the Clerk of Randolph County, West Virginia in Deed Book 506 at Page 647 and by deed recorded in Deed Book 544 at Page 168. And further being a tract of land conveyed to Woodlands by Walter L. Schmidlen and

Susan Schmidlen by deed recorded in the aforesaid Clerk's Office in Deed Book 587 at Page 93.

WHEREAS, on May 6, 2024, at a regular meeting of Woodlands Board of Directors, the filing of the petition was confirmed and approved and additionally authorizing David Clark, Executive Director, to execute any documents with the City of Elkins; and

WHEREAS, said tract of land described herein owned by Woodlands is adjacent to and abuts another tract of land within the corporate limits of the City of Elkins; and

WHEREAS, West Virginia Code Chapter § 8-6-4 provides that the annexation of additional territory may be had without a vote, if the Petition is filed with the City Council by a majority of the qualified voters of the additional territory to be annexed, and that the Petition to be annexed is filed by the majority of the freeholders of the additional property whether they reside or have a place of business therein or not; and

WHEREAS, it has been determined that Dustin Smith and David Clark, in their respective positions with Woodlands, confirmed by the action of the Woodlands Board of Director, possess the authority to act on behalf of the freeholders of the land, Woodlands, which is the subject of the Petition; and

WHEREAS, the Common Council of the City of Elkins has determined that the aforementioned Petition from Woodlands is sufficient in every respect, pursuant to West Virginia Code § 8-6-4.

NOW THEREFORE BE IT ORDAINED and ENACTED by the Common Council of the City of Elkins, West Virginia, that the above bounded and described tract of real property, the boundaries of which are being reflected in a Plat attached hereto and made a part hereof, be annexed into the City of Elkins pursuant to the request of the freeholders of said land and that the annexed area be designated as “City Residential (R-2)” . The zoning use district assigned to the designated annexed area shall be shown on the official zoning map of the City of Elkins in the Office of the City Clerk.

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

This Ordinance shall become effective upon passage.

PASSED AND APPROVED ON THE FIRST READING: _____, 2024.

PASSED AND APPROVED ON THE FINAL READING: _____, 2024.

CITY OF ELKINS, WEST VIRGINIA

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk



Woodlands
Development Group

316 Railroad Ave., Suite 310
Elkins, WV 26241

Resolution

Be it resolved that:

The Board of Directors of Woodlands Development Group, Inc. (WDG) approves a request to incorporate the property owned by WDG on Redbud Lane, known as Redbud Apartments, within the corporate limits of the City of Elkins.

This resolution also authorizes David Clark, Executive Director, to execute all Agreements and any related documents with the City of Elkins.

Authorized by a majority vote of the Board of Directors on May 6, 2024.


Adam Williams, President

Woodlands Development Group
316 Railroad Ave. STE 310, Elkins, WV 26241
4/16/24

City of Elkins, WV
Attn: Elkins City Clerk
401 Davis Avenue
Elkins, WV 26241

**Re: *Incorporation of Certain
Randolph County Property***

On behalf of Woodlands Development Group, being sole freeholder, we are requesting that the City of Elkins Common Council incorporate the following real property within the corporate limits of the City of Elkins. The property is described as follows:

A legal description and plat of survey for the subject property are attached.

Please let us know if there is anything else you need in addition to this letter for presentation to and consideration by the City of Elkins Common Council.

We look forward to becoming a part of the City of Elkins.

Sincerely,

Dustin Smith
Director of Project Development



PLAT OF SURVEY for



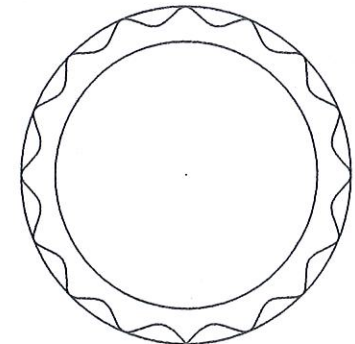
Walter L. Schmidlen Jr. & Susan Schmidlen
Leadsville District, Randolph County, W.Va.

Being a Part of an 85.702 Acre Tract which was conveyed by
James A. & William G. Coberly, Trustees To Walter L. Jr. & Susan Schmidlen
by Deed dated 11/17/2005 and Recorded in the Office of the
Clerk of Randolph County, W.Va. in Deed Book 506 Page 647.

And Being a Part of an 85.702 Acre Tract which was conveyed by
Walter L. Schmidlen, III To Walter L. Schmidlen, Jr.
by Deed dated 2/17/2011 and Recorded in the Office of the
Clerk of Randolph County, W.Va. in Deed Book 544 Page 168.

p/o Tax Map Sheet 126 - Parcel 14

Wilson Lane



Tygarts Valley Limited Partnership
443/401
126-14.2

WV. CO. RT. 250/12

To Junct of Rt. 250 →

Precision Survey Company

Robert A. Kitzmiller

Robert A. Kitzmiller P.S. # 635
566 Manning Road
Buckhannon, WV. 26201

PLAT DATE : 6/4/2016

Surveyed : June, 2016

Plat North
According to
Plat Cabinet D - Sheet 94

Walter Schmidlen Jr.
p/o 506/647; 544/168
p/o 126-14

Wilson Lane Development, LLC.
571/409
39-2

5/8" IR(F)
(cap)

5/8" IR(F)
(cap)

3/4" IR(S)
(w/cap)

N 84-04 E 160.00'

N 6-03 W

159.92'

Walter L. Schmidlen Jr.
0.59 Ac. / 25,587 Ft.²

p/o 506/647; 544/168
p/o 126-14

S 6-03 E

159.92'

Woodlands Development Group
573/147
39-2.2

Beg at a
5/8" IR(F)
(cap)

(Tie - 159.76')

5/8" IR(F)
(cap)

S 84-04 W 160.00'

3/4" IR(S)
(w/cap)

Wilson Lane

← To End of pavement



Scale : 1 inch = 50 Ft.

Precision Survey Company
566 Manning Road
Buckhannon, West Virginia 26201

Description of Survey
For
Walter L. Schmidlen, Jr.

A TRACT OF LAND SITUATE IN LEADSVILLE DISTRICT, RANDOLPH COUNTY, WEST VIRGINIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON REBAR (WITH CAP FOUND), BEING IN THE NORTHERN RIGHT OF WAY LINE OF WEST VIRGINIA COUNTY ROUTE 250/12 AND BEING A CORNER TO WOODLANDS DEVELOPMENT GROUP'S 0.59 ACRE TRACT (573/147), AND BEING IN THE LINE OF WALTER L. SCHMIDLEN JR.'S 85.702 ACRE TRACT (544/168;506/647), THENCE LEAVING SAID 0.59 ACRE TRACT AND WITH THE NORTHERN RIGHT OF WAY LINE OF SAID ROUTE 250/12 AND WITH SAID 85.702 ACRE TRACT

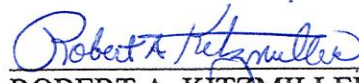
S 84 - 04 W 160.00 FEET TO A 3/4" IRON REBAR (SET WITH CAP), BEING IN THE NORTHERN RIGHT OF WAY LINE OF SAID ROUTE 250/12, THENCE LEAVING SAID ROUTE 250/12 AND ENTERING SAID 85.702 ACRE TRACT WITH TWO (2) LINES OF PARTITION

N 6 - 03 W 159.92 FEET TO A 3/4" IRON REBAR (SET WITH CAP), THENCE

N 84 - 04 E 160.00 FEET TO A 5/8" IRON REBAR (WITH CAP FOUND), BEING IN THE LINE OF SAID 0.59 ACRE TRACT, THENCE WITH SAID 0.59 ACRE TRACT

S 6 - 03 E 159.92 FEET TO THE BEGINNING CONTAINING 0.59 ACRES, OR 25,587 SQUARE FEET MORE OR LESS AS SURVEYED BY ROBERT A. KITZMILLER PROFESSIONAL SURVEYOR # 635 OF BUCKHANNON, WEST VIRGINIA.

BEING A PART OF AN 85.702 ACRE TRACT WHICH WAS CONVEYED BY JAMES A. AND WILLIAM G. COBERLY, TRUSTEES TO WALTER L. SCHMIDLEN AND SUSAN SCHMIDLEN BY DEED RECORDED IN THE OFFICE OF THE CLERK OF RANDOLPH COUNTY, WEST VIRGINIA IN DEED BOOK 506 AT PAGE 647 AND BY DEED RECORDED IN DEED BOOK 544 AT PAGE 168.


ROBERT A. KITZMILLER PLS. # 635
PRECISION SURVEY COMPANY
566 MANNING ROAD
BUCKHANNON, WV. 26201

Telephone : 304-472-0171

JUNE 4, 2016

THIS DEED, Made this 5 day of JUNE, 2017, by and between WALTER L. SCHMIDLEN, JR., SUSAN ANN SCHMIDLEN and BRENDA J. SCHMIDLEN, Grantors and parties of the first part, and WOODLANDS DEVELOPMENT GROUP, INC., a West Virginia not-for-profit corporation, Grantee and party of the second part.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, the party of the first part does bargain and sell, grant and convey unto the party of the second part, with covenants of General Warranty of title, a tract of land situate in Leadsville District, Randolph County, West Virginia, more particularly described as follows:

Beginning at a 5/8" iron rebar (with cap found), being in the Northern right of way line of West Virginia county route 250/12 and being a corner to Woodlands Development Group's 0.59 acre tract (573/147), and being in the line of Walter L. Schmidlen Jr.'s 85.702 acre tract (544/168; 506/647), thence leaving said 0.59 acre tract and with the Northern right of way of said route 250/12 and with said 85.702 acre tract

S 84-04 W 160.00 feet to a 3/4" iron rebar (set with cap), being in the Northern right of way line of said route 250/12, thence leaving said route 250/12 and entering said 85.702 acre tract with two (2) lines of partition

N 6-03 W 159.92 feet to a 3/4" iron rebar (set with cap), thence

N 84-04 E 160.00 feet to a 5/8" iron rebar (with cap found), being in the line of said 0.59 acre tract, thence with said 0.59 acre tract

S 6-03 E 159.92 feet to the beginning, containing 0.59 acres, or 25,587 square feet, more or less, as surveyed by Robert A. Kitzmiller, Professional Surveyor #635 of Buckhannon, West Virginia.

And being a part of an 85.702 acre tract which was conveyed to Walter L. Schmidlen, Jr., Susan Ann Schmidlen, Walter L. Schmidlen III, and Brenda J. Schmidlen by James A. Coberly and William G. Coberly, Trustees, by deed dated the 17th day November, 2005, of record in the aforesaid Clerk's Office in Deed Book 506, at page 647. By deed dated the 16th day of February, 2011, and recorded in the aforesaid Clerk's Office in Deed Book 544, at page 168, Walter L. Schmidlen III conveyed all his 1/4 interest to Walter L. Schmidlen, Jr.

This conveyance is expressly made subject to all prior reservations, restrictions, exceptions, easements, rights of way, covenants, conditions and limitations that may be found in instruments of record in the chain of title to said real estate.

CERTIFICATION OF RESIDENCE: Under penalties of perjury the Grantors declare that they are all residents of the State of West Virginia.

DECLARATION OF CONSIDERATION OR VALUE: The undersigned declare that the total consideration paid for the property conveyed by the document to which this Declaration is appended is FORTY THOUSAND DOLLARS (\$40,000.00).

WITNESS the following signatures:


WALTER L. SCHMIDLEN, JR.


SUSAN ANN SCHMIDLEN


BRENDA J. SCHMIDLEN

Randolph County
Brenda Wiseman, Clerk
Instrument 2017015792
06/06/2017 @ 12:32:45 PM
DEED
Book 587 @ Page 93
Pages Recorded 3
Recording Cost \$
Transfer Tax \$
36.00
176.00

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



The foregoing Deed was acknowledged before me this 5 day of June,
2017, by Walter L. Schmidlen, Jr.

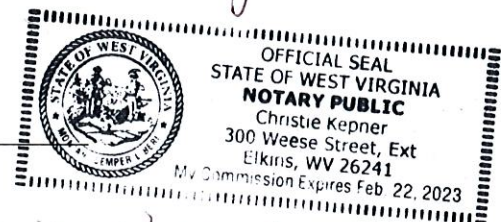
My Commission expires: Feb. 22, 2023

Christie Kepner
NOTARY PUBLIC

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

The foregoing Deed was acknowledged before me this 5 day of June,
2017, by Susan Ann Schmidlen.

My Commission expires: Feb. 22, 2023



Christie Kepner
NOTARY PUBLIC

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

The foregoing Deed was acknowledged before me this 5 day of June,
2017, by Brenda J. Schmidlen.

My Commission expires: May 19, 2018



Patricia Deusenberry
NOTARY PUBLIC

This Instrument was prepared by:
THOMAS R. ROSS II
Attorney at Law
P.O. Box 2448
Elkins, WV 26241

WEST VIRGINIA, RANDOLPH COUNTY CLERK'S OFFICE
This Instrument was this day presented to me in my office, and
thereupon, together with the Certificate thereto annexed, is
admitted to record.

Brenda Wiseman
Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 333: Annexing two parcels near the Elkins Water Plant into the City of Elkins (final reading)
Recommended By:	City Clerk
Summary:	During construction of the Elkins Water Plant, the city acquired title to two parcels that lie outside the city boundary. Ordinance 333 would annex those two parcels into and make them part of the City of Elkins.
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. O-333 - (Annexation of Two Parcels near the Elkins Water Plant)

ORDINANCE 333

AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA ANNEXING TWO PARCELS NEAR THE ELKINS WATER PLANT INTO THE CITY OF ELKINS.

WHEREAS, the Common Council has received a petition from Mayor Jerry A. Marco, on behalf of the City of Elkins, requesting the City of Elkins to annex into the City of Elkins two parcels of land owned by the City near the Elkins Water Plant being more particularly described as follows:

First Parcel

BEING a 2.775 acre tract, or parcel, of land together with all easements, right of ways, exceptions and appurtenances, which is a part of the lands of Richard R. and Judith L. Ware (Deed Book 520-Page 226, Tax Map 127-Parcel 13, Leadsville District) located in The City of Elkins, Randolph County, West Virginia, which said parcel is situated on a ridge top approximately 200 feet easterly of the existing McQuain Street Water Storage Tank, City of Elkins (Deed Book 257-Page 195, Tax Map 14-Parcel 42.1, Elkins Corp District), and being more particularly described as follows:

BEGINNING (P.O.B.) at a 48-inch black oak found with angle iron witness found at N 23° 37' 08" E a distance of 5.42 feet and a rebar with a yellow cap stamped "Chapman Tech Group" found at S 46° 39' 01" E 3.39 feet, said black oak being the common corner between Douglas Coal Company (Deed Book 273-Page 258, Tax Map 14-Parcel 14, Elkins Corp. District), the City of Elkins (High Street Water Tank Site, Elkins Corp. District, Tax Map 14-Parcel 15) and Richard R. and Judith L. Ware (Deed Book 520-Page 226, Leadsville District, Tax Map 127-Parcel 13); Thence with the division line between said Douglas Coal Company and Richard R. and Judith L. Ware,

N 13° 12' 46" E a distance of 149.72 feet to a 5/8-inch x 30-inch rebar with yellow cap stamped "Chapman Tech Group" set from which a 36-inch white oak witness bears N 67° 17' 14" W a distance of 8.61 feet, and said rebar marking a common corner to said Douglas Coal Company, Richard Ware and Cequel III Comm. II LLC (Deed Book 494-Page 230, Elkins Corp. District, Tax Map 14-Parcel 42,); Thence with the division line between said Ware, and Cequel,

N 13° 05' 49" E a distance of 308.19 feet to 5/8-inch x 30-inch rebar with yellow cap stamped "Chapman Tech Group" set; Thence continuing with said division line,

N 45° 45' 28" E passing a rebar found in fence line at 152.56 feet and continuing 166.39 feet, in all a distance of 318.95 feet, to 16-inch locust in a fence line in the division line between said Ware, and Laurence B. and Kathleen P. McArthur (Deed Book 368-Page 186,

Elkins Corp. District, Tax Map 127-Parcel 12.2); Thence leaving said division line and running through the lands of said Ware for the following five (5) calls,

S 04° 22' 04" E a distance of 165.88 feet to a 5/8-inch x 30-inch rebar with yellow cap stamped "Chapman Tech Group" set; Thence,

S 21° 15' 11" W a distance of 502.18 feet to a 5/8-inch x 30-inch rebar with yellow cap stamped "Chapman Tech Group" set; Thence,

S 24° 43' 52" W a distance of 421.48 feet to a 1 inch (inside diameter) metal pipe found at a common corner to said Ware and The City of Elkins (Water Tank Site); Thence,

N 15° 39' 34" E a distance of 328.47 feet to a 1 inch (inside diameter) metal pipe found at a common corner to said Ware and The City of Elkins (Water Tank Site); Thence,

N 67° 20' 37" W a distance of 81.79 feet to the POINT OF BEGINNING (P.O.B.) and containing 120,888.2 square feet, or 2.775 acres.

And being the same property conveyed by Richard R. Ware and Judith L. Ware by deed dated May 23, 2014, to the City of Elkins and of record in the Office of the Clerk of the County Commission of Randolph County, West Virginia, in Deed Book 566 at page 29. Said parcel is also identified in Leadsville District on Tax Map 127, Parcel 13.1.

Second Parcel

BEING a 0.363 acre tract, or parcel, of land together with all easements, right of ways, exceptions and appurtenances, which is a part of the lands of Steve Kimbrew (Deed Book 505-Page 797, Tax Map 127-Parcel 12.3, Leadsville District) located in The City of Elkins, Randolph County, West Virginia, which said parcel is situated on a ridge top approximately 200 feet northeast of the existing McQuain Street Water Storage Tank, City of Elkins (Deed Book 257-Page 195, Tax Map 14-Parcel 42.1, Elkins Corp District), and being more particularly described as follows:

BEGINNING (P.O.B.) at a rebar found in a fence-line being a common corner between Steve Kimbrew (Deed Book 505-Page 797, Tax Map 127-Parcel 12.3, Leadsville District) and Cequel III Comm. II LLC (Deed Book 494-Page 230 Tax Map 14, Parcel 42, Elkins Corp. District) and also being in a westerly line of Richard R. and Judith L. Ware (Deed Book 520-Page 226, Tax Map 127-Parcel 13, Leadsville District) and from which a 5/8-inch x 30-inch rebar with yellow cap stamped "Chapman Tech Group" set bears S 45° 45' 28" W a distance of 152.56 feet; Thence with division line between Cequel III Comm. II LLC. and Steve Kimbrew,

N 48° 08' 48" W a distance of 190.45 feet to a 5/8-inch x 30-inch rebar with yellow cap stamped "Chapman Tech. Group" set in said division line and from which a rebar found in the same division line bears N 48° 08' 48" W a distance of 518.93 feet to rebar found; Thence leaving said division line and running through the lands of said Kimbrew,

S 87° 35' 26" E a distance of 261.29 to a 16-inch locust in a fence line from which a rebar found bears N 27° 15' 50" E a distance of 493.98 feet and being a common corner to said McArthur and Ware; Thence with the common line,
S 45° 45' 28" W a distance of 166.39 feet to the POINT OF BEGINNING (P.O.B.) containing 0.363 acres, 15,807.3 square feet.

And being the same property conveyed by Steve Kimbrew by deed dated September 18, 2014 to the City of Elkins and of record in the Office of the Clerk of the Commission of Randolph County, West Virginia in Deed Book 568 at page 16. Said parcel is also identified in Leadsville District on Tax Map 127, Parcel 12.4.

WHEREAS, said parcels of land described herein, owned by the City of Elkins, are adjacent to and abut other land owned by the City of Elkins and within the corporate limits of the City of Elkins; and

WHEREAS, West Virginia Code Chapter § 8-6-4 provides that the annexation of additional territory may be had without a vote, if the petition is filed with the City Council by a majority of the qualified voters of the additional territory to be annexed, and the Petition to be annexed is filed by the majority of freeholders of the additional property whether they reside or have a place of business therein or not; and

WHEREAS, it has been determined that Mayor Marco possesses the authority to act on behalf of the freeholders of the land, the City of Elkins, which is the subject of this Petition; and

WHEREAS, the Common Council of the City of Elkins has determined that the aforementioned Petition from the City of Elkins is sufficient in every respect, pursuant to West Virginia Code § 8-6-4.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Common Council of the City of Elkins, West Virginia, that the two above bounded and described parcels of real property be annexed into the City of Elkins pursuant to the request of the freeholders of said land and that the annexed area be designated as "City Residential (R-2) District". The zoning use district assigned to the designated annexed area shall be shown on the official zoning map of the City of Elkins in the Office of the City Clerk.

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

This Ordinance shall become effective upon the date of its final adoption.

PASSED AND APPROVED ON THE FIRST READING: _____, 2024.

PASSED AND APPROVED ON THE FINAL READING: _____, 2024.

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk

THIS DEED, Made and entered into this 23rd day of May, 2014, by and between RICHARD R. WARE and JUDITH L. WARE, husband and wife, Grantors, and the CITY OF ELKINS, WEST VIRGINIA, a municipal corporation, Grantee.

WITNESSETH: That for and in the consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantors do hereby grant and convey, with covenants of GENERAL WARRANTY, unto the Grantee, the following tract of real estate being a 2.775 acre tract, or parcel, of land together with all easements, right of ways, exceptions and appurtenances, which is a part of the lands of Richard R. and Judith L. Ware (Deed Book 520-Page 226, Tax Map 127-Parcel 13, Leadsville District) located in The City of Elkins, Randolph County, West Virginia, which said parcel is situated on a ridge top approximately 200 feet easterly of the existing McQuain Street Water Storage Tank, City of Elkins (Deed Book 257-Page 195, Tax Map 14-Parcel 42.1, Elkins Corp District), and being more particularly described as follows:

BEGINNING (P.O.B.) at a 48-inch black oak found with angle iron witness found at N 23° 37' 08" E a distance of 5.42 feet and a rebar with a yellow cap stamped "Chapman Tech Group" found at S 46° 39' 01" E 3.39 feet, said black oak being the common corner between Douglas Coal Company (Deed Book 273-Page 258, Tax Map 14-Parcel 14, Elkins Corp. District), the City of Elkins (High Street Water Tank Site, Elkins Corp. District, Tax Map 14-Parcel 15) and Richard R. and Judith L. Ware (Deed Book 520-Page 226, Leadsville District, Tax Map 127-Parcel 13); Thence with the division line between said Douglas Coal Company and Richard R. and Judith L. Ware,

N 13° 12' 46" E a distance of 149.72 feet to a 5/8-inch x 30-inch rebar with yellow cap stamped "Chapman Tech Group" set from which a 36-inch white oak witness bears N 67° 17' 14" W a distance of 8.61 feet, and said rebar marking a common corner to said Douglas Coal Company, Richard Ware and Cequel III Comm. II LLC (Deed Book 494-Page 230, Elkins Corp. District, Tax Map 14-Parcel 42,); Thence with the division line between said Ware, and Cequel,

N 13° 05' 49" E a distance of 308.19 feet to 5/8-inch x 30-inch rebar with yellow cap stamped "Chapman Tech Group" set; Thence continuing with said division line,

N 45° 45' 28" E passing a rebar found in fence line at 152.56 feet and continuing 166.39 feet, in all **a distance of 318.95 feet**, to 16-inch locust in a fence line in the division line between said Ware, and Laurence B. and Kathleen P. McArthur (Deed Book 368-Page 186, Elkins Corp. District, Tax Map 127-Parcel 12.2); Thence leaving said division line and running through the lands of said Ware for the following five (5) calls,

S 04° 22' 04" E a distance of 165.88 feet to a 5/8-inch x 30-inch rebar with yellow cap stamped "Chapman Tech Group" set; Thence,

S 21° 15' 11" W a distance of 502.18 feet to a 5/8-inch x 30-inch rebar with yellow cap stamped "Chapman Tech Group" set; Thence,

S 24° 43' 52" W a distance of 421.48 feet to a 1 inch (inside diameter) metal pipe found at a common corner to said Ware and The City of Elkins (Water Tank Site); Thence,

N 15° 39' 34" E a distance of 328.47 feet to a 1 inch (inside diameter) metal pipe found at a common corner to said Ware and The City of Elkins (Water Tank Site); Thence,

N 67° 20' 37" W a distance of 81.79 feet to the POINT OF BEGINNING (P.O.B.) and containing 120,888.2 square feet, or 2.775 acres.

Reference is made to a plat entitled "PLAT OF SURVEY SHOWING A 2.775 ACRE PARCEL TO BE GRANTED TO THE CITY OF ELKINS, LEADSVILLE DISTRICT, RANDOLPH CO., WV" by Chapman Technical Group dated September 10, 2013, as surveyed by Jason E. Brown, WV Professional Surveyor No. 2188, attached hereto and made a part of this survey description.

The Grantors hereby also grant and convey unto the Grantee a permanent drainage easement across part of the lands of Richard R. and Judith L. Ware (Deed Book 520-Page 226, Tax Map 127-Parcel 13, Leadsville District) located in The City of Elkins, Randolph County, West Virginia, which said parcel is situated on a ridge top approximately 200 feet easterly of the existing McQuain Street Water Storage Tank, City of Elkins (Deed Book 257-Page 195, Tax Map 14-Parcel 42.1, Elkins Corp District), and being more particularly described as follows:

BEGINNING (**P.O.B.**) at a point (not set) in the common division line between said Ware and Debra Fragale (Deed Book 537-Page 611, Tax Map 19-Parcel 240, Elkins Corporation District) and from which a 1-inch metal pipe found in the division line between said Ware and Fragale bears N 30° 24' 30" W a distance of 130.41 feet; Thence leaving said division line and through the lands of Ware for the following three (3) bearings and distances:

N 79° 37' 19" E a distance of 202.32 feet to a point (not set)

S 79° 28' 03" E a distance of 145.45 feet to a point (not set)

S 52° 51' 53" E a distance of 162.47 feet to a point (not set) in the northwesterly right of way line of Weese Street; Thence with said Weese Street,

S 35° 30' 11" W a distance of 34.01 feet to a point (not set); Thence leaving said Weese Street and through the lands of said Ware for the following four (4) bearings and distances:

N 55° 15' 13" W a distance of 166.67 feet to a point (not set)

N 79° 28' 03" W a distance of 132.46 feet to a point (not set)

S 79° 11' 51" W a distance of 101.92 feet to a point (not set)

S 25° 35' 50" W a distance of 78.24 feet to a point (not set) in the aforesaid division line between Ware and Fragale and from which a 5/8-inch x 30-inch rebar with a yellow cap stamped "Chapman Tech Group" set in said division line bears S 30° 28' 36" E a distance of 136.60 feet; Thence with division line,

N 30° 24' 30" W a distance of 100.15 feet to the POINT OF BEGINNING (**P.O.B.**) and containing 18,941.0 square feet, or 0.435 acres.

Reference is made to a plat entitled "PLAT OF SURVEY SHOWING A 0.435 ACRE PERMANENT DRAINAGE EASEMENT TO BE GRANTED TO THE CITY OF ELKINS, LEADSVILLE DISTRICT, RANDOLPH CO., WV" by Chapman Technical Group dated September 10, 2013, as surveyed by Jason E. Brown, WV Professional Surveyor No. 2188, attached hereto and made a part of this survey description.

The Grantors agree that they shall not alter nor interfere with the construction, use, operation and maintenance of the permanent drainage easement described herein.

Being part of the same real estate conveyed to Richard R. Ware and Judith L. Ware, husband and wife, by Richard Roger Ware, by deed dated October 23, 2007, of record in the Office of the Clerk of the County Commission of Randolph County, West Virginia, in Deed Book 520 at page 226.

This conveyance is made subject to any and all outconveyances, reservations, restrictions, rights-of-way, covenants, leases and licenses found in the chain of title to the described real estate.

The Grantors certify that they are not subject to the withholding requirements of §11-21-71b, West Virginia Code, as they are residents of the State of West Virginia.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

DECLARATION OF CONSIDERATION OR VALUE: Upon penalty of fine and imprisonment as provided by law, the undersigned Grantors hereby declare that the total consideration paid for the property transferred by this document is the sum of SIXTY-TWO THOUSAND DOLLARS (\$62,000.00), however is exempt from payment of excise tax pursuant to *West Virginia Code § 11-22-1, et seq.*, as the transfer involves a government agency.

WITNESS the following signatures and seals:

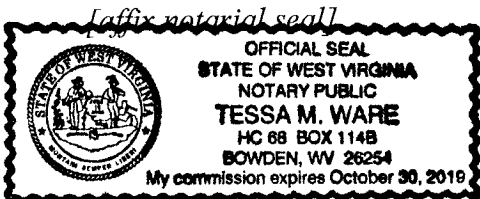
Richard R. Ware (SEAL)
Richard R. Ware

Judith L. Ware (SEAL)
Judith L. Ware

STATE OF WEST VIRGINIA,

COUNTY OF RANDOLPH, TO WIT:

The foregoing instrument was acknowledged before me this 23 day of May, 2014, by Richard R. Ware.



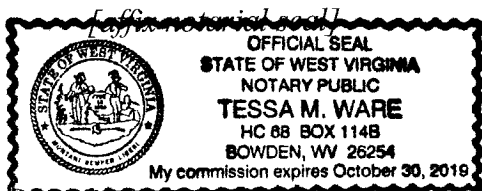
Tessa M. Ware
Notary Public

My commission expires: October 30, 2019

STATE OF WEST VIRGINIA,

COUNTY OF RANDOLPH, TO WIT:

The foregoing instrument was acknowledged before me this 23 day of May, 2014, by Judith L. Ware.



Tessa M. Ware
Notary Public

My commission expires: October 30, 2019

This instrument was prepared by:

Geraldine S. Roberts
McNeer, Highland, McMunn and Varner, L.C.
One Randolph Avenue
P. O. Box 1909
Elkins, WV 26241-1909

§

N 30° 24' 30" W a distance of 100.15 feet to the POINT OF BEGINNING (P.O.B.) and containing 18,941.0 square feet, or 0.435 acres.

5

GRAPHIC SCALE
1 INCH = 80 FEET

0 80 160

A horizontal scale bar with alternating black and white segments. The segments are labeled 0, 80, and 160, representing feet. The bar is divided into four equal segments, each representing 40 feet.

JOB NUMBER:	07061
SCALE:	1"=80'
DATE:	09/10/13
DRAWN BY:	JEB
DESIGNED BY:	N/A
CHECKED BY:	JMD
SHEET NO.	
	

THIS DEED, Made and entered into this 18th day of September, 2014, by and between STEVE KIMBREW, single, Grantor, and the CITY OF ELKINS, WEST VIRGINIA, a municipal corporation, Grantee.

WITNESSETH: That for and in the consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant and convey, with covenants of GENERAL WARRANTY, unto the Grantee, the following tract of real estate being a 0.363 acre tract, or parcel, of land together with all easements, right of ways, exceptions and appurtenances, which is a part of the lands of Steve Kimbrew (Deed Book 505-Page 797, Tax Map 127-Parcel 12.3, Leadsville District) located in The City of Elkins, Randolph County, West Virginia, which said parcel is situated on a ridge top approximately 200 feet northeast of the existing McQuain Street Water Storage Tank, City of Elkins (Deed Book 257-Page 195, Tax Map 14-Parcel 42.1, Elkins Corp District), and being more particularly described as follows:

BEGINNING (P.O.B.) at a rebar found in a fence-line being a common corner between Steve Kimbrew (Deed Book 505-Page 797, Tax Map 127-Parcel 12.3, Leadsville District) and Cequel III Comm. II LLC (Deed Book 494-Page 230 Tax Map 14, Parcel 42, Elkins Corp. District) and also being in a westerly line of Richard R. and Judith L. Ware (Deed Book 520-Page 226, Tax Map 127-Parcel 13, Leadsville District) and from which a 5/8-inch x 30-inch rebar with yellow cap stamped "Chapman Tech Group" set bears S 45° 45' 28" W a distance of 152.56 feet; Thence with division line between Cequel III Comm. II LLC and Steve Kimbrew,

N 48° 08' 48" W a distance of 190.45 feet to a 5/8-inch x 30-inch rebar with yellow cap stamped "Chapman Tech. Group" set in said division line and from which a rebar found in the same division line bears N 48° 08' 48" W a distance of 518.93 feet to rebar found; Thence leaving said division line and running through the lands of said Kimbrew,

S 87° 35' 26" E a distance of 261.29 to a 16-inch locust in a fence line from which a rebar found bears N 27° 15' 50" E a distance of 493.98 feet and being a common corner to said Kimbrew and Ware; Thence with the common line,

S 45° 45' 28" W a distance of 166.39 feet to the POINT OF BEGINNING (P.O.B.) containing 0.363 acres, 15,807.3 square feet.

Reference is made to a plat entitled "CORRECTIVE PLAT OF SURVEY SHOWING A 0.363 ACRE PARCEL TO BE GRANTED TO THE CITY OF ELKINS, LEADSVILLE DISTRICT, RANDOLPH CO., WV" by Chapman Technical Group dated August 5, 2014, as surveyed by Jason E. Brown, WV Professional Surveyor No. 2188, attached hereto and made a part of this survey description.

Being part of the same real estate conveyed to STEVE KIMBREW by VIRGINIA F. GEORGE, by deed dated October 7, 2005, of record in the Office of the Clerk of the County Commission of Randolph County, West Virginia, in Deed Book 505 at page 797.

This conveyance is made subject to any and all outconveyances, reservations, restrictions, rights-of-way, covenants, leases and licenses found in the chain of title to the described real estate.

The Grantor certifies that he is not subject to the withholding requirements of §11-21-71b, West Virginia Code, as it is a resident entity of the State of West Virginia.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

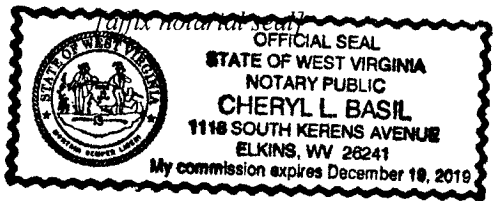
DECLARATION OF CONSIDERATION OR VALUE: Upon penalty of fine and imprisonment as provided by law, the undersigned Grantor hereby declares that the total consideration paid for the property transferred by this document is the sum of THREE THOUSAND DOLLARS (\$3,000.00), however is exempt from payment of excise tax pursuant to *West Virginia Code § 11-22-1, et seq.*, as the transfer involves a government agency.

WITNESS the following signatures and seals:

Steve Kimbrey (SEAL)
STEVE KIMBREW

STATE OF West Virginia,
COUNTY OF Randolph, TO WIT:

The foregoing instrument was acknowledged before me this 18th day of September, 2014,
by STEVE KIMBREW.



Cheryl L. Basil
Notary Public

My commission expires: 12-19-19

This instrument was prepared by:

Geraldine S. Roberts
McNeer, Highland, McMunn and Varner, L.C.
One Randolph Avenue
P. O. Box 1909
Elkins, WV 26241-1909

Brenda Wiseman
RANDOLPH County 09-22-07 PM
Instrument No 201407331
Date Recorded 09/19/2014
Document Type DE
Pages Recorded 3
Book-Page 548-16
Recording Fee \$11.00
Additional \$5.00

GRID NORTH
WSPCS NAD 83
SOUTH ZONE

5/8"x30" REBAR
WITH YELLOW CAP STAMPED
"CHAPMAN TECH GROUP" SET

P.O.B.
REBAR FOUND
IN FENCE-LINE

A circular professional seal for a surveyor. The outer ring contains the text "JASON E. BROWN" at the top and "PROFESSIONAL SURVEYOR" at the bottom, separated by two stars. Inside this ring, the word "LICENSED" is at the top and "STATE OF WEST VIRGINIA" is at the bottom, also separated by two stars. In the center of the seal, the number "No. 2188" is prominently displayed.

GRAPHIC SCALE
1 INCH = 60 FEET
60' 120' 180'

REVISION NOTE:

THIS MAP IS INTENDED TO CORRECT AN EARLIER VERSION DATED 09/10/13 UPON WHICH THE PARENT TRACT OWNER NOW SHOWN AS KIMBREW-TAX PARCEL 12.3 OF TAX MAP 127, WAS INCORRECTLY DESIGNATED AS McARTHUR-TAX PARCEL 12.2 OF TAX MAP 127.

Being a 0.363 acre tract, or parcel, of land together with all easements, right of ways, exceptions and appurtenances, which is a part of the lands of Steve Kimbrow (Deed Book 505-Page 797, Tax Map 127-Parcel 12.3, Leadville District) located in The City of Elkins, Randolph County, West Virginia, and said parcel is situated on a ridge top approximately 200 feet northeast of the existing McQuinn Street Water Storage Tank, City of Elkins (Deed Book 257-Page 195, Tax Map 14-Parcel 42.1, Elkins Corp. District), and being more particularly described as follows:

BEGINNING (P.O.B.) at a rebar found in a fence-line being a common corner between Steve Kimbrow (Deed Book 505-Page 797, Tax Map 127-Parcel 12 3, Leadville District) and Cequel II Comm II LLC (Deed Book 494 Page 230 Tax Map 14, Parcel 42, Eagle County District) also being in a westerly line of Richard R. and Judith L. Ware (Deed Book 520-Page 226, Tax Map 127-Parcel 13, Leadville District) and from which a 5/8" x 30" inch rebar with yellow cap stamped "Chapman Tech Group" extends S 45° 45' 26" W at a distance of 152.56 feet. Thence with a division line between Cequel II Comm II LLC, and Steve Kimbrow.

N 48° 08' 46" W a distance of 190.45 feet to a 5/8-inch x 30-inch rebar with yellow cap stamped "Chapman Tech. Group" set in said division line and from which a feather found in the same division line bears N 48° 08' 48" W a distance of 516.93 feet to rebar found; Thence leaving said division line and running through the lands of said Kimbrow,

S 87° 35' 26" E a distance of 261.29 to a 16-inch locust in the fence line from which a rebar found bears N 27° 15' 50" E a distance of 493.98 feet and being a common corner to said Kimbrow and Ware; Thence with the common line

S 46° 46' 28" W a distance of 166.39 feet to the POINT OF BEGINNING (P.O.B.) containing 0.363 acres, 15,807.3 square feet

JASON E. BROWN
W.V. PROFESSIONAL SURVEYOR NO. 2188

DATE _____

ENGINEERS • ARCHITECTS • INTERIOR DESIGNERS • LANDSCAPE ARCHITECTS

P.O. Box 1355, St. Albans, West Virginia (304) 727-5301

**CORRECTIVE PLAT
OF SURVEY SHOWING
A 0.363 ACRE PARCEL
TO BE GRANTED TO
THE CITY OF ELKINS
LEADSVILLE DISTRICT
RANDOLPH CO., WV**

JOB NUMBER:	07061
SCALE:	1"=60'
DATE:	08/05/14
DRAWN BY:	JEB
DESIGNED BY:	N/A
CHECKED BY:	JMD
SHEET NO.	
1 OF 1	

WEST VIRGINIA, RANDOLPH COUNTY CLERK'S OFFICE
This instrument was this day presented to me in my office, and thereupon, together with the Certificate thereto annexed, is submitted to record.

Tested Brenda Wiseman 09/18/14
Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 334: Amending City Code, Chapter 33, Elkins Water Board § 33.125 et seq (first of two readings)
Recommended By:	Rules & Ordinances Committee, Elkins Water Board
Summary:	Shifts responsibility for secretary at Elkins Water Board meetings from the city clerk to the designer of the chief operator, mirroring a similar provision for the Sanitary Board.
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. O-334 - Amending Chap 31.128 - Water Board

ORDINANCE 334

AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA AMENDING CITY CODE, CHAPTER 33, ELKINS WATER BOARD § 33.125 ET SEQ.

WHEREAS, the Common Council of the City of Elkins, West Virginia previously adopted an ordinance, which is codified and reflected in City Code, Chapter 33, Elkins Water Board § 33.125 et seq.; and

WHEREAS, subsequent to the passages of the ordinance, it has become apparent that certain provisions of the City Code, needed to be changed and amended to reflect changes in the organizational structure of the City and for clarity purposes; and

WHEREAS the Common Council has determined that by making this amendment to said section of the City Code, Chapter 33, Elkins Water Board, § 33.125 et seq., it is in the best interests of the citizens of the City.

NOW THEREFORE BE IT ORDAINED and ENACTED by the Common Council that City Code, Chapter 33, Elkins Water Board, § 33.128 be amended as follows:

§ 33.128 OFFICERS; MEETINGS; VACANCIES.

- (A) Officers. The Mayor or the Mayor's designee shall serve as Chairman of the Water Board. The City Treasurer, or the City Treasurer's designee, shall serve as the Treasurer of the Water Board and shall not be considered a member of the Water Board. The Chief Operator / Manager, or the Chief Operator's /Manager's designee shall serve as the Secretary of the Water Board and shall not be considered a member of the Water Board. At the first meeting of the Water Board and at the first meeting of each calendar year thereafter, it shall elect a member of the Board to serve as Vice Chairman.

The changes to City Code, Chapter 33, Elkins Water Board are only to the section referred to herein specifically and all other sections of said Chapter shall remain unchanged and in full force and effect.

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

This Ordinance shall become effective upon passage.

PASSED AND APPROVED ON THE FIRST READING: _____,
2024.

PASSED AND APPROVED ON THE SECOND AND FINAL READING:
_____, 2024.

CITY OF ELKINS, WEST VIRGINIA

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 335: Amending Chap 30.20 Competitive Bidding, regarding council preapproval of form and manner (first of two readings)
Recommended By:	Rules & Ordinances Committee
Summary:	Eliminates current requirement for council preapproval of form and manner of requests for bids
Fiscal Impact:	Enables faster action to start bidding process, which may reduce project or purchase costs
Recommendation:	Consider for approval
Attachments:	1. O-335 - Amending Chap 30.20 Competitive Bidding_

ORDINANCE 335

AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA AMENDING CHAPTER § 30.20 COMPETITIVE BIDDING, REGARDING COUNCIL PREAPPROVAL OF FORM AND MANNER

WHEREAS, the Common Council of the City of Elkins, West Virginia previously adopted ordinances, which are codified and reflected in City Code, Chapter § 30.20 et seq., Competitive Bidding, namely by Ordinance 319; and

WHEREAS, subsequent to the passages of the ordinances, it has become apparent that a certain provision of the City Code, Chapter § 30.20 Competitive Bidding needs to be changed and deleted, for clarity and for enforceability issues; and

WHEREAS the Common Council has determined that by making this amendment to said Chapter it is in the best interests of the citizens of the City.

NOW THEREFORE BE IT ORDAINED and ENACTED by the Common Council that City Code, Chapter 30.20 *et seq*, Competitive Bidding, be amended as follows, by DELETING the following section:

**§ 30.21 TRANSMITTING AND RECEIVING BIDS; BONDS; SPECIFICATIONS AND
THE LIKE.**

The form and manner of transmitting and receiving bids under the provisions of § 30.20, the amount of deposit or performance bond, if any, to accompany such bids, the terms, specifications, reservation of right to reject bids or waive irregularities therein shall be determined by the Council prior to each respective advertisement for bids and, insofar as is practical, be stated in the published notice.

(1991 Code, § 2-4)

The change to City Code, Chapter 30, Competitive Bidding is only to the section referred to herein specifically and all other sections of said Chapter shall remain unchanged and in full force and effect.

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

This Ordinance shall become effective upon passage.

PASSED AND APPROVED ON FIRST READING: _____

PASSED AND APPROVED ON FINAL READING: _____

CITY OF ELKINS, WEST VIRGINIA

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	New business
Category:	Ordinance
Agenda Item Name:	Ordinance 336: First Reading of an Ordinance Authorizing the Transfer of City Hall to the Elkins Municipal Building Commission and the Subsequent Leasing of City Hall by the City from the Building Commission; Authorizing the Design, Acquisition and Equipping of Improvements to City Hall and the Issuance by the Building Commission of Not to Exceed \$1,200,000 in Aggregate Principal Amount of Lease Revenue Bonds to Pay Costs of Such Project (first of two readings)
Recommended By:	Finance Committee
Summary:	See attached memo.
Fiscal Impact:	See attached memo
Recommendation:	Consider for approval
Attachments:	1. Memo - HVAC financing - 2024_06_05_v2 2. HVAC bid options from Van Nostrand Architects 3. ORDINANCE OF CITY OF ELKINS(20893721.1)

Memo

To: City Council
From: Sutton Stokes, City Clerk
Date: June 5, 2024
Re: Financing for City Hall HVAC project

Council previously authorized acceptance of the “base bid” from City Plumbing and Heating (via Resolution 1758, on May 16). However, that limited project scope would lead to several undesirable results that would need fixing in the future, including but not limited to:

- Asbestos pipe insulation left in place in the basement, posing continued risk to employee health
- Deactivated furnace and related equipment left in place in the basement, limiting use of the space
- No heating in the basement, further limiting use of the space

After discussion with city staff and the project architect at its meeting Monday, the Finance Committee is recommending that council consider an expanded funding package as follows:

- City Plumbing and Heating base bid: \$1,255,000
- City Plumbing and Heating bid alt #1 basement VRF system: \$133,900
- Cira and Associates base bid for asbestos abatement: \$90,460
- Cira and Associates bid alternate #1 basement and attic demolition: \$47,550
- And an additional project component of finishing the city hall fire alarm system, estimated at a cost of \$50,000.

The new total estimated cost for the project would be \$1,576,910. The Finance Committee recommends a funding package consisting of at least \$309,000 from ARPA funds, \$266,000 from the Financial Stabilization account, and a bond issue of about \$1 million (depending on terms offered). The viability of this expanded project scope will depend on the terms offered by institutions bidding on the bond issue.

To be able to execute a new bid acceptance before expiration of the 90-day hold period, council must take first action on its bond ordinance tonight and final action no later than June 24, hence the need for the special council meeting that date. This bond issue will also require use of the Elkins Building Commission, which is now scheduled to meet the needed three times prior to June 24.

##



VANNOSTRAND ARCHITECTS PLLC

29 East Main Street, Ste 4
Buckhannon, West Virginia 26201
304.473.0555

April 5th, 2024

Mr. Mike Kesecker, Operations Manager
City of Elkins
401 Davis Avenue
Elkins, WV 26241

RE: ELKINS CITY HALL – HVAC & BOILER DEMOLITION PROJECTS

Dear Mike,

Regarding the HVAC PROJECT, we have reviewed the following low bid from CITY PLUMBING & HEATING:

Base Bid (HVAC): 1 st , 2 nd , 3 rd Floor VRF Systems	\$1,255,000.00	
Bid Alt #1 (Add): Basement VRF System	\$ 133,900.00	
Bid Alt #2 (Add): Jury Room & Penthouse HVAC	\$ 59,100.00	
Total:		\$1,448,000.00

Regarding the BOILER DEMOLITION PROJECT, we have reviewed the following low bid from CIRA AND ASSOCIATES:

Base Bid (Asbestos Abatement):	\$ 90,460.00	
Bid Alternate #1 (Add): Basement & Attic Demolition	\$ 47,550.00	
Bid Alternate #2 (Add): 1 st , 2 nd , 3 rd , Jury Room, & Penthouse Demolition:	\$ 16,600.00	
Total:		\$ 154,610.00
Total Cost:		\$1,602,610.00

We understand that the established budget for the construction work is \$1,300,000.00, and that the total of the lowest bids exceeds the budget by \$302,610.00. If we were to award only the essential components of the project, we would still be above the established budget by \$93,010.00:

Base Bid (HVAC): (1 st , 2 nd , 3 rd Floor VRF Systems	\$1,255,000.00	
Base Bid (Asbestos Abatement):	\$ 90,460.00	
Bid Alternate #1 (Add) Basement & Attic Demolition	\$ 47,550.00	
Essential Cost:		\$1,393,010.00

Should the City of Elkins be willing and able to secure these additional funds, we would recommend that the contracts be awarded to the lowest bidders, who are noted above. We are very familiar with both company's work, and are confident that they are qualified to complete our project.

If the City of Elkins is not willing or able to secure these additional funds, we are prepared to promptly rebid the project with a smaller scope of work for the Base Bids, and would also endeavor to further reduce the overall scope of work wherever possible.

We await your direction.

Respectfully Submitted,

VanNostrand Architects PLLC

A handwritten signature in black ink, appearing to read "Bryson", with a vertical line extending downwards from the end of the signature.

Bryson VanNostrand, AIA
bryson@vnarch.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE TRANSFER BY THE CITY OF ELKINS (THE “CITY”) OF CITY HALL TO THE ELKINS MUNICIPAL BUILDING COMMISSION (THE “ISSUER”), THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO CITY HALL (THE “PROJECT”) BY THE CITY, THE LEASING OF CITY HALL AND ALL PROJECT IMPROVEMENTS AND APPURTENANCES THERETO BY THE CITY FROM THE ISSUER; THE SALE AND ISSUANCE BY THE ELKINS MUNICIPAL BUILDING COMMISSION OF ITS NOT TO EXCEED \$1,200,000 IN AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE BONDS, IN ONE OR MORE SERIES (THE “BONDS”) FOR THE PURPOSE OF PAYING COSTS OF THE PROJECT, COSTS OF ISSUANCE OF THE BONDS AND RELATED COSTS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT AND LEASE AND OTHER DOCUMENTS RELATING TO THE PROJECT AND THE ISSUANCE OF THE BONDS AND APPROVING OTHER MATTERS RELATING TO THE TERMS AND SECURITY OF SUCH BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Elkins (the “City”) has, pursuant to an ordinance enacted April 21, 1998, created and established the Elkins Municipal Building Commission (the “Issuer”), a public corporation and municipal building commission of the State of West Virginia, pursuant to the authority granted to it in Chapter 8, Article 33 of the West Virginia Code of 1931, as amended (the “Act”);

WHEREAS, the Issuer, under the Act, has plenary power and authority to contract and be contracted with, acquire, purchase, own and hold any property, real or personal, and acquire, construct, equip, maintain and operate public buildings, structures, projects and appurtenant facilities of any type or types for which the City is permitted by law to expend public funds, sell, encumber or dispose of any property, real or personal, and lease its property or any part thereof, for public purposes to such persons and upon such terms as the Issuer deems proper;

WHEREAS, the City is empowered and authorized by Chapter 8, Article 16 of the West Virginia Code of 1931, as amended, to expend public funds for the construction, reconstruction, establishment, acquisition, improvement, renovation, extension, enlargement, increase, equipment, maintenance, repair (including replacements) and operation of municipal buildings, garbage disposal systems, public buildings, including a City Hall;

WHEREAS, the City has heretofore acquired pursuant to a Deed dated December 1, 1977, which is of record in the Office of the Clerk of The County Commission of Randolph County at Deed Book 313, page 755 (the “Deed”), that certain real property situate on the Northwesterly corner of Davis Avenue and Fourth Street, in the City of Elkins, Randolph County, together with all improvements and appurtenances thereto, which real property shall be more particularly described in **EXHIBIT A – REAL ESTATE DESCRIPTION**, attached to the hereinafter described Lease and made a part hereof (the “City Hall Property”);

WHEREAS, the City Hall Property, and the improvements and appurtenances thereto, are operated and maintained by the City as a City Hall to house the government of the City and provide services to the citizens of the City (the “City Hall”);

WHEREAS, the City desires to transfer the City Hall Property including the improvements and appurtenances thereto to the Issuer and the Issuer desires to accept ownership of the City Hall Property;

WHEREAS, the City desires to design, acquire, construct and equip betterments, additions and improvements to City Hall, specifically including, but not limited to, renovation and replacement of the HVAC system, together with all necessary appurtenances in connection therewith (the “Project”; the City Hall Property, together with all rights of way, appurtenances, buildings, personal property and fixtures associated therewith, including, but not limited to, the Project improvements to be constructed thereon and all additions and improvements thereto now or hereafter acquired, created or constructed, of every kind and nature, herein called the “Facilities”);

WHEREAS, the Issuer under the Act has plenary power and authority to issue negotiable bonds, notes, debentures, or other evidences of indebtedness and provide for the rights of the holders thereof, incur any proper indebtedness and issue any obligations and give any security therefor which it may deem necessary or advisable in connection with exercising powers as provided in the Act;

WHEREAS, the Issuer desires to issue its Lease Revenue Bonds, in one or more series, in an aggregate principal amount not to exceed \$21,200,000 (the “Bonds”) to (i) finance costs of the design, acquisition, construction and equipping of the Project, (ii) pay costs of issuance of the Bonds and related costs, (iii) repay any interim financing utilized to pay costs of the Project, (iv) fund a reserve account, if any, for the Bonds, and (v) pay capitalized interest, if any, on the Bonds;

WHEREAS, the City desires to lease the Facilities from the Issuer pursuant to an Agreement and Lease (the “Lease”) to be dated on or prior to the Closing Date (as hereinafter defined), by and between the Issuer, as lessor, and the City, as lessee;

WHEREAS, the Issuer, pursuant to the Issuer Ordinance, has appointed the City to undertake the design, acquisition, construction and equipping of the Project including being party to any construction contracts and fulfilling the obligations of the City under such construction contracts as may be necessary in connection with same and for the purpose of requisitioning and applying the proceeds of the Bonds to the payment of the costs of the Project and the costs of

issuance of such Bonds and related costs, and the City desires to authorize such actions on its part pursuant to this Ordinance; and

WHEREAS, the City desires to take all steps necessary to authorize the transfer of the City Hall Property including the improvements and appurtenances thereto to the Issuer, its undertaking of the design, acquisition, construction and equipping of the Project, its requisitioning of the Bond proceeds and application thereof to the payment of the costs of the Project and the payment of costs of issuance of the Bonds, its leasing of the Facilities from the Issuer pursuant to the terms of the Lease and to permit the Issuer to promptly proceed with the issuance of the Bonds;

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

Section 1. Pursuant to the Act, this Ordinance is adopted and enacted and it is hereby found and determined that, to accomplish the purposes of the Act and the findings set forth in the preambles hereof, the following is hereby authorized and approved: (i) the transfer of the City Hall Property including the improvements and appurtenance thereto to the Issuer; (ii) the design, acquisition, construction and equipping of the Project by the City including but not limited to engaging such architects and other professionals for the design of the Project, undertaking such public bidding processes, providing notice of award and notice to proceed to such construction contractors, entering into such construction contracts, purchase agreements and other documents as may be necessary in connection with same and performing under such agreements, and requisitioning the proceeds of the Bonds to pay costs of the Project and costs of issuance of the Bonds and related costs, (iii) the leasing of the Facilities by the City from the Issuer pursuant to the terms of the Lease and the payment of such lease rentals and other payments by the City which are provided for pursuant to the Lease, and (iv) the issuance and delivery of the Bonds by the Issuer in the aggregate principal amount of not to exceed \$1,200,000 for the purpose of financing costs of the design, acquisition, construction and equipping of the Project, the payment of costs of issuance of the Bonds and related costs, the repayment of any interim financing incurred by the City to pay costs of the Project, the funding of a reserve account, if any, for the Bonds and the payment of capitalized interest, if any, on the Bonds, are hereby authorized, approved, ratified and confirmed. The Bonds shall be issued in accordance with, and shall have the terms provided in, the Issuer Ordinance authorizing the issuance of the Bonds, which Issuer Ordinance is hereby approved.

Section 2. The City hereby agrees to undertake all actions necessary for the design, acquisition, construction and equipping of the Project and to requisition and apply the proceeds of the Bonds to the payment of the costs of the Project, the costs of issuance of the Bonds and related costs, and to execute all construction contracts, requisitions, certificates or other documents necessary in connection therewith, and to give any and all authorizations as may be necessitated thereby. The City hereby authorizes and approves the payment of costs of the Project which may be incurred prior to the issuance of the Bonds from other funds of the City and the reimbursement of such fund from the proceeds of the Bonds following their execution and delivery.

Section 3. The Lease, by and between the Issuer, as lessor, and the City, as lessee, pursuant to which the City will lease the Facilities from the Issuer and will agree to pay as Lease Rentals (but only from the sources set forth therein), amounts sufficient to pay the principal of and

interest on the Bonds and any other amounts payable thereunder, substantially in the form as shall be approved pursuant to a resolution to be adopted by the City which will supplement this Ordinance (the “Supplemental Resolution”) is hereby approved, with such changes, variations, insertions and omissions as may be approved by the Mayor of the City. The Mayor of the City is hereby authorized to execute, acknowledge, as necessary, and deliver the Lease and the City Clerk of the City is hereby authorized and directed to affix the seal of the City thereto and to attest the seal. The execution of the Lease by the Mayor shall be conclusive evidence of any approval required by this Section.

Section 4. The Lease Assignment (the “Assignment”), by the Issuer to the purchaser of the Bonds as shall be approved by the Supplemental Resolution (the “Purchaser”), pursuant to which the Issuer shall assign certain of its rights under the Lease and rentals thereunder, to be dated or effective as of the Closing Date, substantially in the form as shall be approved by the Supplemental Resolution, shall be and the same is hereby approved, with such changes, variations, insertions and omissions as may be approved by the Issuer. The execution of the Assignment by the Chairman of the Issuer shall be conclusive evidence of any such approval.

Section 5. The Assignment of Funds and Accounts (the “Funds Assignment”), by the Issuer to the Purchaser, pursuant to which the Issuer shall assign its rights in and to certain funds and accounts established in connection with the Bonds pursuant to the Lease, to be dated or effective as of the Closing Date, substantially in the form as shall be approved by the Supplemental Resolution shall be and the same is hereby approved, with such changes, variations, insertions and omissions as may be approved by the Issuer. The execution of the Assignment by the Chairman of the Issuer shall be conclusive evidence of any such approval.

Section 6. The Credit Line Deed of Trust, Fixture Filing and Security Agreement (the “Deed of Trust”) by the Issuer to the trustees named therein, pursuant to which the Issuer shall convey the Facilities to the trustees named therein, in trust, for the benefit and security of the Purchaser in the repayment of the Bonds, substantially in the form as shall be approved by the Supplemental Resolution shall be and the same is hereby approved, with such changes, variations, insertions and omissions as may be approved by the Issuer. The execution of the Deed of Trust by the Chairman of the Issuer shall be conclusive evidence of any such approval.

Section 7. The Bonds, substantially in the form approved pursuant to the Issuer Ordinance, shall be and the same are hereby approved in all respects, with such changes, variations, insertions, and omissions as may be approved by the Issuer. Such approval shall constitute the approval of the issuance of the Bonds by an “applicable elected official” to the extent such approval may be required by any State or federal law. The Purchaser of the Bonds along with the interest rate and maturity date of the Bonds shall be approved by the City pursuant to the Supplemental Resolution.

Section 8. All covenants, stipulations, obligations and agreements of the City contained herein and contained in the Lease and all other instruments and documents relating thereto shall be deemed to be the special and limited covenants, stipulations, obligations and agreements of the City to the full extent permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the City and its successors from time to time and upon any board or body to which any powers or duties, affecting such covenants, stipulations,

obligations and agreements, shall be transferred by or in accordance with law. Except as otherwise provided herein, all rights, powers and privileges conferred and duties and liabilities imposed upon the City or the officials thereof by the provisions hereof and by the Lease and all other instruments and documents relating thereto shall be exercised or performed by the City or by such officers, board or body as may be required or permitted by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement herein contained or contained in the Lease and all other instruments and documents relating thereto shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity and neither the City nor any officer or employee thereof shall be liable personally on the Lease or the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 9. The City hereby ratifies all prior actions taken by City officials and employees necessary to authorize and approve the design, acquisition, construction and equipping of the Project by the City.

Section 10. The firm of Steptoe & Johnson PLLC, Charleston, West Virginia, is hereby designated as bond counsel in connection with the issuance of the Bonds and the Mayor is hereby authorized to execute and deliver such engagement letters as may be necessary to retain such firm for these services.

Section 11. The execution, delivery and due performance of the Lease are hereby in all respects approved, authorized, ratified and confirmed, including, without limitation, all acts heretofore taken in connection with the design, acquisition, construction and equipping of the Project; the issuance of the Bonds and the leasing of the Facilities, and it is hereby ordered that the Mayor, the City Clerk, the council members and other employees and officers of the City execute and deliver such other documents, certificates, agreements and instruments and take such other action as may be required or desirable to carry out the purposes of this Ordinance, the Bonds and the aforesaid documents, certificates, agreements and instruments.

Section 12. All ordinances, orders, resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 13. This Ordinance shall take effect immediately following the public hearing hereon and approval on second and final reading.

Section 14. Upon adoption on first reading hereof, an abstract of this Ordinance, determined by the City to contain sufficient information as to give notice of the contents hereof, shall be published once a week for two successive weeks within a period of fourteen consecutive days, with at least six full days intervening between each publication, in *The Inter-Mountain*, a newspaper published and of general circulation in the City, together with a notice stating that this Ordinance has been adopted and that the City contemplates the transfer of the City Hall Property to, the leasing of the Facilities from and the issuance of the Bonds by the Issuer, and that any person interested may appear before the City upon a date certain, not less than ten days subsequent to the date of the first publication of the said abstract and notice, and present protests, and that a

certified copy of the Ordinance is on file in the office of the City Clerk of the City for review by interested parties during regular office hours. At such hearing, all objections and suggestions shall be heard and the Council of the City shall take such action as they shall deem proper in the premises.

First Reading: June 6, 2024

Enacted on Second Reading
Following Public Hearing: June 24, 2024

CITY OF ELKINS

By: _____
Its Mayor

CERTIFICATION

The undersigned, being the duly qualified, elected and acting City Clerk of the City of Elkins does hereby certify that the foregoing Ordinance was duly adopted and enacted by the council of the City of Elkins at regular meetings duly held, pursuant to proper notice thereof, on June 6, 2024 and June 24, 2024, quorums being present and acting throughout, and which Ordinance has not been repealed, rescinded, modified, amended or revoked and is a true, correct and complete copy thereof as witness my hand and the seal of the City of Elkins this June ___, 2024.

By: _____
City Clerk, City of Elkins



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1759: Authorizing execution of a contract with Rank One Computing Corporation for public safety camera system
Recommended By:	Police Chief
Summary:	Authorizes execution of a contract with Rank One Computing for installation of a public safety camera system
Fiscal Impact:	Paid for via \$950,000 grant award from the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant Program
Recommendation:	Consider for approval
Attachments:	1. city attorney approval of Rank One contract 2. R-1759 - contract with Rank One for public safety cameras 3. Elkins SOW #001 2024-05-17_comments for Elkins PD 4. Multiple Purchase Agreement - ROC _ City of Elkins 2024-05-17(1) ROC trk

From: [Geraldine Roberts](#)
To: [Sutton Stokes](#)
Cc: [Travis Bennett](#)
Subject: RE: Council agenda items
Date: Tuesday, June 4, 2024 8:44:29 AM
Attachments: [image002.png](#)
[image003.png](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments or reply unless you recognize the sender and know the content is safe. Contact Help Desk for assistance.

Good morning,

It appears that the items that I pointed out to Travis in early May, when I reviewed these agreements, have been addressed by the company. As long as Travis is satisfied that the sow, equipment, software, training etc. is what he has contemplated with this project, I would recommend approval of these agreements by Council and granting the authorization to sign.

Thanks,

Gerry

Geraldine S. Roberts
Crim Law Office P.L.L.C.
842 South Chestnut Street
Post Office Drawer 1920
Clarksburg, WV 26302-1920
Tel: 304-918-1003
Fax: 304-918-1005
Email: gsroberts@wvlawyers.com
Web: www.wvlawyers.com



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From: Sutton Stokes <suttonstokes@cityofelkinswv.com>
Sent: Monday, June 3, 2024 1:59 PM
To: Geraldine Roberts <gsroberts@wvlawyers.com>
Cc: Travis Bennett <tbennett@cityofelkinswv.com>
Subject: FW: Council agenda items

The attached will be laid before council for authorization to sign this week.

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1759)

June 6, 2024

***Accepting Conditions of Agreement between Rank One Computing
and the City of Elkins, and Authorizing Execution of Agreement***

WHEREAS, The City of Elkins, West Virginia (“City”) has previously determined to obtain services for a public safety camera system; and,

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

WHEREAS, funds for this project are available as a result of the city’s receipt of a U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant Program award, accepted via Resolution 1690 on October 19, 2023; and,

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

NOW, THEREFORE, BE IT RESOLVED, THAT:

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

Jerry Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk

SELLER SOW #001

This SELLER SOW #001 is issued in accordance with and subject to that certain Multiple Purchase Agreement, dated May 17, 2024, by and between Rank One Computing Corporation as SELLER and City of Elkins, WV as BUYER.

1.0 Executive Summary

For the City of Elkins, Rank One Computing (ROC) proposes to deliver ROC Safe Cities, a West Virginia born, American made smart city solution that strengthens public safety, situational awareness, and actionable intelligence, and improves emergency response times. Partnered with Advantage Technology (Advantage), this solution specifically addresses furnishing, installation, management, analytics, and training to promote the safety and security of visitors and residents of the Elkins community.

The comprehensive solution further described within this proposal details the foundation for a smart city with the use of next-gen facial and license plate recognition to enhance public safety. The solution, set forth by ROC and bolstered by Advantage, modernizes the convergence of automation and human capital to support real-time intelligence and decision making for command and control. ROC Safe Cities enables government and enterprise to fast-track adoption of new-age digital technologies to support data-driven decision making and analysis.

ROC plans to establish Elkins as a smart cities center of excellence with options to evaluate our latest algorithms and applications. For this next-gen solution, **ROC is offering a price of \$640,547.27** inclusive of a perpetual ROC Watch Enterprise license, equipment, and services.

ROC Partnership with Advantage Technology

ROC is a world leader in biometric, face recognition, and computer vision solutions. We believe in the power of future-forward technologies to make the world safer, more secure, and more convenient and to minimize bias or threats to privacy. Trusted by the U.S. military, law enforcement, fintech, and commercial organizations, our multimodal solutions deliver game-changing results with battle-tested reliability across NIST government testing, military deployments, and more than 300 million successful identity proofing transactions. ROC is employee-owned, ethics-driven, and 100% made in America. Our company has offices in Denver, CO, Morgantown, WV and Grand Rapids, MI.

The smart city initiative in Elkins presents an exciting opportunity for collaboration between two premier organizations, proposing a comprehensive portfolio of services and encompassing solutions to elevate public safety. Advantage Technology delivers integrated IT solutions to a diverse clientele. Their expertise lies in designing and implementing customized solutions that cater to the unique challenges faced by organizations today. Advantage understands the critical importance of safeguarding sensitive data, securing critical systems, and optimizing the IT landscape for enhanced performance and productivity. ROC will be working with Advantage to design and deploy a smart city capability within the city of Elkins, WV, including the following:

- New IP cameras for general surveillance, license plate detection/recognition, object detection (person, vehicle, suspicious object) and face detection/recognition
- Radio/Wireless connectivity from cameras to Elkins Municipal facility
- Surveillance Coverage of downtown, parks and other select areas
- Add-on option: Access to open source data (WV Sex Offender Registry, missing children, violent felons, known human traffickers, etc.)

Commented [GR1]: Just checking-is this what you have anticipated for this system?

2.0 SELLER Pricing

ROC provides industry-leading performance and very competitive pricing for commercial and government customers. Generally, pricing for a system solution depends on the size of the face database, the total number of cameras that are being processed, and the number of processing servers that are required to support cameras.

2.1 Assumptions

- Customer will assist with required permitting, access to installation sites, and coordination with relevant local stakeholders as needed.
- Customer will assign a project manager to serve as the single point of contact, responsible to collaborate with the ROC project manager and team.

2.2 Acceptance Criteria:

- Successful installation and operational functionality of the city-wide camera network.
- Compliance with agreed-upon specifications and performance benchmarks.
- On site technical and user training and product manuals delivered.

2.3 Payment Terms:

- Payment milestones will be tied to project phases and deliverables.
- Phase 1: Equipment purchase – to be invoiced and paid for up-front by BUYER
- Phase 2: Progressive monthly billing until project completion

2.4 Price Summary

Commented [GR2]: Is the pricing consistent with you have anticipated from their bid?

Equipment	Unit Cost	Quantity	Cost
High Availability Server- Video Recording and Analytics, storage array, switch	\$102,111.62	1	\$102,111.62
1.6TB, Enterprise, NVMe, Mixed Use Drive, U.2, Gen4 with carrier, CK	\$2,479.81	1	\$2,479.81
AXIS Q1700-LE 2 Megapixel Outdoor Full HD Network Camera	\$1,300.29	12	\$15,603.48
AXIS Q Q6318-LE 8 Megapixel Outdoor Network Camera	\$3,205.66	16	\$51,290.56
AXIS P3719-PLE 15 Megapixel Outdoor Network Camera	\$1,579.12	11	\$17,370.32
Purchase of all network hardware, including routers & WiFi.	\$43,275.25	1	\$43,275.25
AXIS Q3538-LVE 8 Megapixel Outdoor 4K Network Camera	\$1,393.23	20	\$27,864.60
AXIS F2115-R Varifocal Sensor	\$287.20	3	\$861.60
AXIS 4-Channel Main Unit with Audio And I/O	\$603.21	1	\$603.21
AXIS T91B47 Pole Mount for Camera Mount	\$92.01	32	\$2,944.32
AXIS T91B57 Pole Mount for Relay Module, Surveillance Cabinet	\$119.90	16	\$1,918.40
AXIS T91B67 Pole Mount for Network Camera	\$101.31	11	\$1,114.41
AXIS TF1901-RE Camera Mount for Camera, Sensor - 4 / Pack	\$17.66	1	\$17.66
AXIS TU6004 Antenna Cable - 98.43 ft FAKRA/SMA Antenna Cable	\$92.01	3	\$276.03
ROC Watch- 2 Camera Pole Box	\$15,000	2	\$30,000.00
ROC Watch- Modular LPR Kit	\$8,000	1	\$8,000.00
HW Total			\$305,731.27
Software			
ROC Watch- Enterprise License (FR, LFP, Pedestrian Detection, Weapons)	\$224,366	1	\$224,366.00
Software Total			\$224,366.00
Services			
Computer Department LVL4 - Server Installation & Configuration.	\$165.00	24	\$3,960.00
Configuration of routers, wifi, & cameras.	\$140.00	206	\$28,840.00
Installation of the routers, wifi, & cameras.	\$1,400.00	21	\$29,400.00
Design routers, wifi, & camera locations	\$165.00	50	\$8,250.00
ROC Professional Services	\$40,000	1	\$40,000.00
Services Total			\$110,450.00
Total			\$640,547.27

3.0 Project Considerations

3.1 Project Location

On site in the City of Elkins.

3.2 Key Personnel

ROC Project Manager: Brendan Forst

West Virginia University, Bachelor of Science in Biometric Systems, 2005

Brendan Forst is a West Virginia native and Senior Program Manager at ROC focused on delivering cutting edge biometric enabled solutions to ROC customers. Before his time at ROC, Brendan worked for the Federal Bureau of Investigation (FBI) leading development efforts on prototype biometric capabilities for the Next Generation Identification (NGI) system and overseeing biometric research initiatives.

3.3 Project Planning and Coordination

Commented [GR3]: Are these plans alright with you as far as timing etc.?

Infrastructure Setup:

- Survey and design the network architecture for optimal camera placement and wireless connectivity across the city.
- Procure necessary hardware including cameras, wireless networking equipment, and backend server infrastructure.

- Install and configure point-to-multipoint wireless network infrastructure for seamless communication between cameras and the backend server.

Camera Deployment:

- Install and mount high-definition cameras at designated locations throughout the city as per the network design.
- Ensure proper alignment, power supply, and integration of cameras with the wireless network.

Backend Processing Server:

- Set up a dedicated backend server for processing, storing, and analyzing camera feeds.
- Work with ROC to configure necessary software and applications for efficient data management and real-time monitoring capabilities.

Testing and Commissioning:

- Conduct thorough testing of the entire camera network and wireless infrastructure to ensure reliability, connectivity, and functionality.
- Perform integration tests between cameras and the backend server to verify seamless data transmission and processing.

Deliverables:

- Completed installation and configuration of the city-wide camera network.
- Fully operational point-to-multipoint wireless network infrastructure.
- Functional backend processing server for managing camera feeds.
- Documentation including network diagrams, configurations, and user manuals.

Basic timeline:

- 3-4 weeks for equipment delivery (Note: Dependent on equipment availability)
- 3 months for installation (Note: Dependent on WVDOT permissions, City provided traffic control assistance and weather)

Responsibilities:

- Advantage Technology: Procurement of equipment, project management, installation, and configuration.
- ROC: Install and configure of ROC watch software
- City of Elkins: Providing permits, access to installation sites, and coordination with stakeholders.

4.0 Technical Overview

- **ROC Watch®** is a computer vision solution and live analytics platform specifically tailored to “detect and/or match” people or ‘objects of interest’, within a camera’s Field of View. Utilizing our industry-leading face and object recognition algorithms, ROC Watch is a turnkey video-analytics solution that has the flexibility to operate with almost all commercially available IP cameras and maintains the flexibility to be customized to the customer’s specific reporting, and alerting needs enhancing the situational awareness for law enforcement, emergency response and local government administrations.
- **HTML / Browser based UX** - ROC Watch is built on a web-native architecture, delivering a consistent user experience across MacOS, Windows, and Linux desktop platforms as well as mobile devices. Web applications reduce IT administration demands, and improve accessibility to critical security information for remotely located staff connected by VPN. Users benefit from

consistent user experience and access to data across the multiple devices they may rely upon during their daily duties. Likewise, end-user training and IT support costs associated with managing multiple applications with varying patch and update schedules and security vulnerabilities are eliminated. (ROC Watch currently supports Chrome, Firefox, Edge, and Safari web browsers.)

- **Easy Camera Management** - ROC Watch delivers a simple and intuitive camera management experience, enabling encounter recording, match thresholds, detection modality, and processing status to be set at the individual camera level. Additionally, ROC Watch's license management functionality enforces the total number of concurrently processing video streams and does not limit the number of cameras that can be configured and on standby. This allows the County's technical administrators to quickly disable/enable any combination of permanent and temporary camera deployments at a moment's notice - enabling high flexibility in security monitoring.
- **Multiple Object Detection and Recognition Models** - ROC Watch processes live video feeds, detecting objects of interest and extracting object-specific intelligence in real time. Based upon the object type and associated workflows, thumbnails of detected objects, and their associated metadata, are displayed in the ROC Watch Encounters screen, providing opportunities for Surveillance and Security Staff to monitor Encounters as ROC Watch's Object Models options included with this offer:
 - o Suspicious Objects or gun detection
 - o License Plate Number Recognition (LPNR), including automated alerts upon full, or partial license plate matches
 - o Person descriptive models aiding real-time and post-event investigative workflows
- **Live RTSP Camera Feeds** - ROC Watch provides Operators with the option of viewing live camera feeds with face detection overlays directly in the Encounters screen. Viewing of live video provides Operators with immediate feedback on system functionality and aids in system tuning and configuration tasks, improving system administration efficiency.
- **Video Management** - Armed with ROC Watch, you can quickly deploy an intelligent video management solution that manages any number of video feeds, provides robust search and archiving, and leverages industry-leading face and object detection to power your existing workflows.
- **Post-Event Features** - Following an event, ROC Watch can identify a person or vehicle's current location and trace their movement across multiple camera streams. Search backwards through encounters via date/timestamp, camera name/location, subject name, pedestrian clothing attributes, and license plate number. External video can be uploaded by the customer.
- **Available watchlist data** - WV Sex Offender Registry updated daily for locations of concern (parks, schools, etc.)
- **Alerting Service** - ROC Watch has implemented an Alerting Service that facilitates rich notification across various user touch-points. Within the ROC Watch Encounters page, visual indications of recent watchlist alarms in both the desktop and mobile devices highlight new matches deserving operator attention.

Additionally, the Alerting Service supports a variety of configurable notifications that can be delivered to user's mobile devices or utilized by third-party applications. These alert options include email via SMTP, SMS, MMS, and/or via API to other applications.

5.0 Project Success

Deployment of the ROC Watch platform is straightforward, and ROC will develop a detailed project plan that meets schedule requirements of the City of Elkins. We will assemble a customer success team with industry experience and ROC Watch product knowledge to support you through the life of the project. ROC has learned through experience that training end-users is key to any successful platform implementation. For that reason, we have developed a customized training curriculum that will balance a robust learning experience with the demanding and varying schedules of end-user and administrator staff.

For ROC, success is not a one-time event but rather a commitment to the long-term satisfaction of the City of Elkins. For that reason, we offer ongoing software upgrades and continued maintenance and support.

6.0 Training

ROC will provide a comprehensive ROC Watch training program **on site** to authorized the City of Elkins personnel as well as coaching for users. As part of the deployment process, ROC provides system administration and end-user training classes: "ROC Watch System Administration & Support Training," and "ROC Watch Operator Training," respectively. To date we have successfully trained and coached more than 100 ROC Watch users for school safety, courthouse security and law enforcement systems in West Virginia.

7.0 Support and Maintenance

ROC offers an option for 24/7/365 support to its customers. This support includes a new Technical Support Operations Center staffed with technicians ready to answer the phone and trained to support ROC Watch users. West Virginia projects have the added advantage of on-site support and resources.

Outside of normal business hours, a call for support will receive a response within 15 minutes of the request, with a target call-back time of five minutes. Technicians isolate the problem, assist with backing up customer data as necessary, preserve logs, and strive to resolve issues in the first call. Should an issue be more complex, a call back with a Deployment Engineer, or ROC Product Engineer, will be scheduled as appropriate.

All requests for support, either by phone or web, generate a support ticket, enabling ROC and the City of Elkins to track response times and incident resolution.

We believe preparedness can prevent incidents from occurring, as well as expedite their resolution. As a standard component of our deployment services, ROC staff will document all aspects of the ROC Watch system installation, including camera settings, configurations, network details, as well as integrations with 3rd party solutions. Repeated during the annual Maintenance and Support program renewal, ROC staff will work with the City of Elkins personnel to review system configuration documentation, update the technical volumes should changes have occurred, and proactively identify any issues for further investigation.

Perpetual License

BUYER will receive node-locked, non-expiring software License Keys (as defined in the Terms of Use) to the ROC Watch software.

When augmented with an Annual Maintenance and Support Agreement, the ROC Watch Perpetual License customer will get all bug fixes, security patches, and new feature updates available to Subscription customers.

The license for the addition of future modalities, (such as vehicle make and model recognition) not part of the original Perpetual License will be available for purchase.

8.0 Hardware Information

The cameras selected for design/deployment are Axis Cameras which are well tested in rugged conditions, have a long lifetime (5+ years) and operate well in general surveillance and advanced AI Algorithms for a variety of use cases. These cameras include a 5-year warranty.

1. 12 x Axis Q1700-LE, 1080p resolution, dedicated for license plate capture at select high traffic cross-roads.
 - a. Optimized for LPR on moving targets, IR capabilities for day/night surveillance.
2. 16 x Axis Q6318-LE, 4k resolution, dedicated for both general surveillance with pan/tilt/zoom capability with 31x optical zoom and 4k resolution. These cameras could be used for advanced analytics such as face detection/recognition, LPR and object detection.
 - a. High resolution PTZ w/ high optical zoom for long distance capture and tracking.
3. 11 x Axis P3719-PLE, 4 x 2550x1440 resolution, dedicated to general surveillance at downtown and select location cross sections. These cameras provide 4 x camera sensors in a single camera housing, which can be adjusted to look at four different directions at the same time.
 - a. Optimized efficiency for complete scene coverage with one installation per location.
4. 20 x Axis Q3538-LVE Dome, 4k Sensor with excellent low-light/IR. This camera can support general surveillance and advanced analytics.
 - a. Optimized efficiency for complete scene coverage with one installation per location.

The link below has IPVM Design Tool camera deployment layout for reference.

<https://calculator.ipvm.com/?permalink=abxXCA>

9.0 MILESTONES

Milestone	Target Delivery	Est. Cost
4.1 Milestone 1 – Hardware Order – final hardware specs to be agreed by BUYER and SELLER and full cost to be paid up front by BUYER to SELLER prior to ordering	June 3, 2024	\$ 305,731.27
4.2 Milestone 2 – ROC Watch Server Installation	July 1, 2024*	\$ 224,366.00
4.3 Milestone 3 – Camera Hardware Installation	August 30, 2024**	\$ 90,450.00
4.4 Milestone 4 – Final Customer Walkthrough	September 13, 2024	\$ 20,000.00

*Date may be impacted by dependency on server hardware supplier.

**Date may be impacted by dependency on WV Department of Highways for installation of some camera hardware.

MULTIPLE PURCHASE AGREEMENT

City of Elkins Public Safety Camera System

THIS AGREEMENT IS MADE

BETWEEN

City of Elkins
a West Virginia municipality
401 Davis Avenue,
Elkins, WV 26241
hereinafter referred to as "BUYER"

AND

Rank One Computing Corporation
1290 Broadway, Suite 1200
Denver, CO 80203
hereinafter referred to as the "SELLER"

April [], 2024

WITNESSETH THAT:

THIS MULTIPLE PURCHASE AGREEMENT (this "Agreement") is entered into this ___ day of _____, 2024 (the "Effective Date"), by and between Rank One Computing Corporation ("SELLER"), a Colorado corporation with offices at 1290 Broadway, Suite 1200, Denver, CO 80203, and City of Elkins ("BUYER"), a West Virginia municipality with offices at 401 Davis Avenue, Elkins, WV 26241. IN CONSIDERATION OF the promises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Superseding Effect

This Agreement embodies the entire understanding between BUYER and SELLER and, with the exception of previously executed non-disclosure agreements executed between the parties, supersedes all other written or oral agreements, if any. This Agreement shall not be altered, amended or otherwise modified unless done so in writing and signed by a duly authorized representative of each BUYER and SELLER.

2. Agreement Type

This Agreement is a Basic Ordering Agreement under which BUYER may issue Firm Fixed Price (FFP) and/or Time and Materials (T&M) tasking in accordance with one or more SELLER Statements of Work (SOWs) issued by BUYER to SELLER in the form as included as **Exhibit A**. All SELLER SOWs are subject to the terms, conditions, and provisions of this Agreement. The Agreement shall govern in the event of any conflict with any SELLER SOWs.

3. SELLER Statements of Work (SOWs)

Subject to the terms and conditions hereinafter provided, the SELLER shall furnish all materials, supplies, and labor necessary to perform the requirements included in the SELLER SOWs. SELLER SOWs issued by BUYER to SELLER shall be in the form as included in **Exhibit A**. The level of effort for the performance of each SELLER SOW issued under this Agreement will be established by requirements identified in the SELLER SOW, to include a detailed SELLER Cost Estimate for any T&M tasking, which itemizes staffing requirements, billable rates, hours, materials and travel estimates.

4. Software License

Any software or data provided to BUYER by SELLER in connection with a SELLER SOW shall be licensed and not sold, and shall be subject to the license terms, restrictions and conditions set forth in **Exhibit B (Terms of Use)**. BUYER hereby grants to SELLER a non-exclusive, non-transferable, limited, irrevocable license to use any data provided by BUYER to SELLER in connection with a SELLER SOW, solely for SELLER's ordinary internal purposes including to support and maintain the BUYER's use of the solution delivered under a SELLER SOW, to identify errors and to improve and develop additional capabilities.

5. Term

The period during which BUYER may issue tasking hereunder shall be from April [], 2024 through December 31, 2027. The period of performance for individual tasking shall be stated in each SELLER SOW.

6. Billing and Payment

As consideration for the furnishing of services, the SELLER will submit invoices in accordance with the billing instructions outlined below. Invoices shall reflect the actual costs incurred, as they are incurred, under individual tasking issued.

SELLER shall submit invoices for work performed hereunder not more than once monthly. At a minimum, invoices shall be itemized including the name of the SELLER, each individual performer, current period and cumulative direct labor hours worked, itemized labor costs, itemized travel, including origination / destination, purpose and total cost(s). Itemized material cost(s) showing the invoice number, date, company, purchase order number and item description(s) for each tasking shall be included in the invoice, summarizing the total billing amount. SELLER will provide receipts for all Travel and Material incurred costs with their invoices. SELLER will identify any associated technical milestones and the progress toward completion. While the invoice(s) need not be accompanied by copies of paid material receipts, invoices, and other backup, they shall be retained by SELLER and are subject to review by BUYER officials upon request.

Invoices will be processed by the BUYER each month. Invoices must be received by BUYER from the SELLER by the 5th day of the month. At BUYER's discretion, any invoice received after the 5th day of the month may be processed the following month. Invoices will be paid within five business days after receipt by BUYER.

Commented [GR1]: The term goes beyond the usual 1 yr for commitment of funds-is part of the work ongoing over this extended period?

Commented [DR2R1]: The multi-year term of the multiple purchase agreement is meant to facilitate future grants which are currently in the works for late 2024/early 2025. Those future grants will be governed by future SOWs under this master multiple purchase agreement.

Commented [GR3]: I assume that the invoicing etc. will have funds available-not sure exactly how the DOJ grant funds work

Commented [DR4R3]: Correct. Funds are already fully appropriated at the federal level, and to our understanding have been received by Elkins.

7. Limitation of Liability; Indemnification.

Notwithstanding any other provision of this Agreement, the maximum liability of either party for any breach or alleged breach of this Agreement shall not exceed the amounts paid by BUYER in respect of SELLER SOWs issued under this Agreement, nor shall either party be liable for any special, incidental or consequential damages resulting from any such breach or alleged breach.

Commented [GR5]: These are typical indemnification terms for each party

If at any time the SELLER has reason to believe that costs in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount allocated to a tasking, the SELLER shall notify the BUYER in writing that funds are required to continue performance and the period through which the funds requested will be adequate for continued performance or completion.

Each of the parties (the “indemnifying party”) agrees to indemnify the other party and its officers, directors, agents, and employees (the “indemnified party”) from and against any and all damages, claims and liabilities (including expenses and reasonable attorney’s fees) for injury or death to persons, loss of or damage to physical property, fines and penalties, in each case as may result, in whole or in part, from the indemnifying party’s performance under this Agreement or the use of the goods and services purchased or provided under this Agreement, except to the extent that such damages, claims or liabilities is due to the willful misconduct or gross negligence of the indemnified party.

8. Inspection, Acceptance and Warranty Provisions

All work delivered under this Agreement shall be inspected and accepted by BUYER in accordance with the applicable SELLER SOW requirements. Acceptance by BUYER under this Agreement shall not release the SELLER from responsibility to meet all requirements of this Agreement or a particular SELLER SOW. Inspection and acceptance will not be construed as a limitation of the rights of BUYER and the obligations of the SELLER as provided for in this Agreement.

For any hardware purchased from a third party supplier and delivered by SELLER to BUYER, BUYER shall receive any standard commercial warranty included by the third party supplier with such hardware purchase. SELLER’s exclusive warranty is outlined in Section 9 (Limited Warranty) of the Terms of Use attached hereto as Exhibit A, and SELLER disclaims all other warranties with respect to hardware or otherwise.

9. Data Handling

While performing under this Agreement, it is possible that the SELLER will have access to system performance, program/business sensitive and pre-decisional material/data, which shall not be disclosed to any entity outside of BUYER personnel, unless specifically indicated in a SELLER SOW or authorized in writing by the BUYER. The SELLER shall not use for purposes other than performance under this Agreement; nor shall the SELLER release, reproduce, distribute, or publish any data or analysis that is provided as Government Furnished Information (GFI) or produced in the performance of any tasking issued under this Agreement; nor shall the SELLER authorize others to do so, without written permission of the BUYER.

10. Reports

The SELLER shall submit an electronic Monthly Status Report (MSR) in tandem with SELLER's invoice, in MS Word by the 5th day of each month. Electronic versions shall be emailed to [email address]. All reports shall include technical and financial activities for the previous month. All other deliverables required by SELLER SOW shall be submitted by the SELLER to the BUYER on or before the specified due date.

The cover of each Monthly Status Report shall prominently display the following information:

- Name and business address of SELLER.
- SELLER SOW number, task number and title
- Tasking dollar amount.

11. Direction, Notices and Correspondence

All notices, consents and approvals under this Agreement must be delivered in writing (a) by courier, by certified or registered mail, to the other party at the address set forth beneath such party's signature, or (b) by email to the other party at the email address set forth beneath such party's signature (with confirmation of transmission), and will be effective with respect to physical delivery upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner, or with respect to electronic delivery (with confirmation of transmission), on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Either party may change its contact information by giving notice of the updated contact information to the other party.

12. Insurance Requirements

The SELLER shall submit to BUYER proof of insurance upon issuance of this Agreement and shall submit to BUYER evidence of insurance renewal at the expiration of the previously submitted insurance certificate to BUYER until the expiration of this Agreement.

SELLER shall procure and maintain the following kinds of insurance coverage in the amounts herein indicated, throughout the period of performance of this Agreement.

- A. Comprehensive General Liability: \$~~1,02~~00,000 per person
\$~~1,05~~00,000 per accident for bodily injury
- B. Automobile Insurance: \$200,000 per person
\$500,000 per accident bodily injury
\$500,000 per accident property damage
- C. Standard Workman's Compensation and Employer's Liability Insurance:

Commented [GR6]: The usual CGL coverage that is in most contracts is a minimum of \$1M-not sure why this is so low

Commented [DR7R6]: I checked with our insurance team and we already have \$1M of CGL coverage. We can increase this.

\$100,000 minimum

13. Governing Law; Disputes

This Agreement is executed and entered into in accordance with and under the laws of the State of West Virginia.

Disputes under this Agreement shall be referred to each party's designated executive management for resolution within thirty (30) calendar days before either party may commence formal proceedings. When seeking to resolve a dispute, the parties' designated executive management shall consider the impact of the disputed matter, the effect of the dispute, the cost to both parties of resolving the dispute and the practical effects on the business of each party resulting from the resolution or failure to resolve any such dispute.

In the event the designated executives are unable to resolve a dispute within thirty (30) calendar days of written notification or longer, if extended by the mutual agreement of both parties, either party may then submit the matter for formal proceedings as indicated below.

Any dispute under this Agreement shall be settled by arbitration in the State of West Virginia in accordance with the Rules of the American Arbitration Association by a single arbitrator appointed by that Association, and judgment upon the award rendered hereunder may be entered in any Court having jurisdiction thereof.

14. Termination

14.1 BUYER's Right to Terminate

In addition to any other rights set forth in this Agreement, BUYER shall have the right to terminate this Agreement in whole or in part upon the occurrence of one or more of the following events:

- (a) SELLER materially defaults in performing its obligations under this Agreement or a SELLER SOW issued hereunder, and fails to cure the default within 10 days (unless extended by BUYER) after receiving a notice specifying the nature of such material default; or
- (b) SELLER files, or there is filed against SELLER, a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of SELLER, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of SELLER.

14.2 SELLER's Right to Terminate

In addition to any other rights set forth in this Agreement, SELLER shall have the right to terminate this Agreement in whole or in part upon the occurrence of one or more of the following events:

- (c) BUYER materially defaults in performing its obligations under this Agreement or a SELLER SOW issued hereunder, and fails to cure the default within 10 days (unless extended by SELLER) after receiving a notice specifying the nature of such material default; or
- (d) BUYER files, or there is filed against BUYER, a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any

of the assets of BUYER, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of BUYER.

15. General Provisions

No waiver of any rights shall be effective unless agreed to in writing by both parties. Any such waiver shall not constitute a waiver of any other right hereunder.

The headings and subheadings of the sections of this Agreement are intended for convenience or reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if the result of such action materially changes the economic benefit of this Agreement to the parties.

Neither this Agreement nor any rights or obligations of any party hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other party except that it is agreed that either party may assign this Agreement to its affiliates or to the successors or assignees of a substantial portion of its business interests to which this Agreement directly pertains without prior written consent.

Neither party may assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement or delegate any of its duties under this Agreement to any third party without the other party’s prior written consent. Any attempted assignment, transfer or delegation in violation of the foregoing will be void.

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, pdf or any other reliable means shall be effective for all purposes as delivery of a manually executed original counterpart. Each party assents to execution by electronic signature as being the legal equivalent of a manual signature on this Agreement.

This Agreement, together with all documents and agreements incorporated by reference herein, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. Except as expressly provided in this Agreement, this Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by BUYER to SELLER will have no effect.

No Third Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation other than BUYER and SELLER, and no such third party shall have any right or cause of action hereunder.

Publicity. Neither party will use the other party's name, logo, trademarks or service marks, or issue any press release or public announcement regarding this Agreement, without the other party's prior written consent. If the parties mutually agree, then the parties shall cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this Agreement and the relationship between the parties. The parties will not unreasonably withhold or delay their consent to press releases or public announcements.

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16. Documents Incorporated

All specifications, Exhibits, drawings or other documents to which reference is made in this Agreement, whether or not attached, are incorporated herein by reference. The following Exhibits are attached hereto and are hereby expressly incorporated in full text:

Exhibit A – Form of SELLER SOW

Exhibit B – Terms of Use

17. Order of Precedence

The following order of precedence shall govern in the event of a conflict between the documents of this Agreement.

1. Terms of Use
2. SELLER SOW
3. Articles 1 through 16 of the Agreement
4. Other Exhibits

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated.

**RANK ONE COMPUTING
CORPORATION**

By:_____

Name:_____

Title:_____

Contact Information for Notice:

1290 Broadway, Suite 1200

Denver, Colorado 80203

Attn: General Counsel

Email: legal@roc.ai

CITY OF ELKINS

By:_____

Name:_____

Title:_____

Contact Information for Notice:

Attn: _____

Email: _____

EXHIBIT A SELLER SOW

This SELLER SOW #[Insert Number] is issued in accordance with and subject to that certain Multiple Purchase Agreement, dated April [], 2024, by and between Rank One Computing Corporation as SELLER and City of Elkins, WV as BUYER.

1.0 Executive Summary

[Insert high level description and summary of SELLER SOW project tasking]

2.0 SELLER Pricing

[Insert detailed description of pricing terms and Seller Cost Estimate]

3.0 Project Considerations

[Insert location, personnel, planning and coordination, project timeline and responsibilities]

4.0 Technical Overview

[Insert detailed description of the solution to BUYER requirements]

5.0 Project Success

[Insert detailed description of the project success criteria]

6.0 Training

[Insert description of training provided by SELLER]

7.0 Support and Maintenance

[Insert description of ongoing support and maintenance of solution provided by SELLER]

8.0 Hardware Information

[If applicable, describe hardware delivered by SELLER under this SELLER SOW]

9.0 MILESTONES

[If applicable, a SELLER SOW may include milestones in the below format]

Milestone	Target Delivery	Est. Cost
4.1 Milestone 1 – [Insert description]		
4.2 Milestone 2 – [Insert description]		
4.3 Milestone 3 – [Insert description]		
4.4 Milestone 4 – [Insert description]		

EXHIBIT B

Terms of Use

IMPORTANT—READ CAREFULLY: These Terms of Use constitute a legally binding agreement between the person or entity for whom the Licensed Software will be accessed and/or used (“**Licensee**”) and Rank One Computing Corporation (“**ROC**”), and govern Licensee’s access to and use of (i) ROC’s ROC SDK, ROC Watch, ROC Watch Mobile, ROC Enroll and/or ROC Examine software, and any other computer software and/or data made available to Licensee by ROC, together with all modifications, Updates and Upgrades thereto (collectively, “**Licensed Software**,” *provided that* Licensed Software shall not include any Open Source Software or other third-party software which may be packaged with ROC’s software but is subject to separate license terms) and (ii) if applicable, ROC’s standard help files and documentation that are made available (in print or electronic form) to Licensee relating to the Licensed Software, as may be updated by ROC from time to time (the “**User Documentation**”). Licensee acknowledges and agrees that Licensee is fully responsible for all acts and omissions of Licensee’s personnel and representatives who access or use the Licensed Software.

1. Definitions

a. “**Executable Code**” means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

b. “**Intellectual Property Rights**” means all present and future worldwide copyrights, trade secrets, patents, patent applications, trademarks, service marks, moral rights, contract rights and other proprietary rights, regardless of whether registered or unregistered.

c. “**License Key**” means a computer file that enables operation of the Licensed Software, which may include technical limitations on the permitted scope of use of the Licensed Software, as determined by ROC in its sole discretion.

d. “**Open Source Software**” means any software component that is subject to any open-source license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open

Source Initiative.

e. “**Permitted Interfaces**” means the application programming interfaces (APIs), API wrappers, command line interfaces and graphical user interfaces (GUIs) set forth in the User Documentation.

f. “**SELLER SOW**” means a SELLER SOW as defined in that certain Multiple Purchase Agreement, by and between ROC and Licensee

g. “**Source Code**” means the human-readable version of a software program that can be compiled into Executable Code.

h. “**Update**” means any error correction, bug fix, modification, enhancement or workaround to the Licensed Software that ROC makes available to Licensee under Section 5 (Updates; Upgrades) or Section 6 (ROC Support), represented by “Z” numbers in ROC’s “X.Y.Z” versioning notation.

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MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

10. Limitation of Liability. WITH THE EXCEPTIONS OF BREACH OF SECTION 3 (LICENSE RESTRICTIONS), SECTION 4 (COMPLIANCE WITH LAW), SECTION 8 (CONFIDENTIALITY) OR ANY DAMAGES ARISING FROM AN ACT OR OMISSION THAT CONSTITUTES GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: (1) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, STATUTORY, SPECIAL OR INCIDENTAL DAMAGES OR FOR ANY LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THESE TERMS OF USE; AND (2) EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS OF USE AND THE LICENSED SOFTWARE (OTHER THAN FOR PAYMENT OF FEES), WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO ROC BY LICENSEE UNDER THESE TERMS OF USE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES SET FORTH IN THESE TERMS OF USE REFLECT THE ALLOCATION OF RISK SET FORTH HEREIN AND THAT NEITHER PARTY WOULD ENTER INTO THESE TERMS OF USE WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

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b. Survival. Sections 1 (Definitions), 7 (Ownership), 8 (Confidentiality), 9 (Limited

Commented [GR8]: With regard to Paragraph 8- covers the disclosure as to confidentiality if pursuant to a FOIA request.

Commented [DR9R8]: Correct, that's our understanding as well.

Warranty), 10 (Limitation of Liability), and 11(a) (Effects of Termination) will survive expiration or termination of these Terms of Use.



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1760: FY 2024 General Fund Budget Revisions 11-21
Recommended By:	City Treasurer
Summary:	Final FY 2024 intra-departmental budget revisions.
Fiscal Impact:	Transfers already budgeted funds within departments as shown on the attached.
Recommendation:	Consider for approval
Attachments:	1. R-1760 - FY 2024 General Fund Budget Revisions #11-21 2. COE 2024-001-11 thru 21

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1760)
June 6, 2024

Resolution to Approve FY 2024 General Fund Budget Revisions #11-21

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

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

WHEREAS, FY 2024 General Fund Budget Revisions #11-21 (copy attached) transfers funds as shown;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Common Council of the City of Elkins hereby approves FY 2024 General Fund Budget Revisions #11-21.

Jerry Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk

General Fund Budget Revision

Revision Number 11

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	566-Public Works	103-0000 Salary & Wages	\$650.00
		108-0000 Overtime	\$5,000.00
		221-0000 Training & Education	\$1,500.00
		341-0000 Supplies & Materials	\$1,000.00
		353-0000 Computer Software	\$3,000.00
TOTAL			\$11,150.00

Department	Transfer To/Description	Amount
566-Public Works	106-0000 Retirement	\$500.00
	222-0000 Dues & Subscriptions	\$500.00
	230-0000 Contracted Services	\$9,750.00
	343-0000 Automobile Supplies	\$400.00
		\$11,150.00

General Fund Budget Revision

Revision Number 12

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	750-Streets	105-0000 Group Insurance	\$10,000.00
		108-0000 Overtime	\$4,500.00
TOTAL			\$14,500.00

Department	Transfer To/Description	Amount
750-Streets	103-0000 Salary & Wages	\$8,000.00
	343-0000 Automobile Supplies	\$6,500.00
		\$14,500.00

General Fund Budget Revision

Revision Number 13

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	754-Central Garage	459-0000 Capital Outlay Equipment	\$15,000.00
TOTAL			\$15,000.00

Department	Transfer To/Description	Amount
754-Central Garage	103-0000 Salary & Wages	\$6,500.00
	105-0000 Group Insurance	\$300.00
	106-0000 Retirement	\$200.00
	211-0000 Telephone	\$1,900.00
	213-0000 Utilities	\$2,400.00
	230-0000 Contracted Services	\$800.00
	343-0000 Automobile Supplies	\$2,500.00
	345-0000 Uniforms	\$400.00
		\$15,000.00

General Fund Budget Revision

Revision Number 14

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	433-Custodial	105-0000 Group Insurance	\$4,000.00
		230-0000 Contracted Services	\$2,725.00
TOTAL			\$6,725.00

Department	Transfer To/Description	Amount
433-Custodial	103-0000 Salary & Wages	\$5,500.00
	104-0000 FICA Expense	\$400.00
	106-0000 Retirement	\$700.00
	211-0000 Telephone	\$125.00
		\$6,725.00

General Fund Budget Revision

Revision Number 15

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	436-Building Inspector	103-0000 Salary & Wages	\$1,000.00
TOTAL			\$1,000.00

Department	Transfer To/Description	Amount
436-Building Inspector	105-0000 Group Insurance	\$200.00
	218-0000 Postage	\$100.00
	343-0000 Automobile Supplies	\$700.00
		\$1,000.00

General Fund Budget Revision

Revision Number 16

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	413-Treasurer	105-0000 Group Insurance	\$600.00
		214-0000 Travel	\$380.00
		216-0000 Maint of Equipment	\$500.00
		220-0000 Advertising	\$200.00
		221-0000 Training & Education	\$500.00
		222-0000 Dues & Subscriptions	\$100.00
		229-0000 Court Costs & Damages	\$200.00
		230-0000 Contracted Services	\$13,000.00
		240-0000 Refunds & Reimbursements	\$200.00
		459-0000 Capital Outlay Equipment	\$4,185.00
TOTAL			\$19,865.00

Department	Transfer To/Description	Amount
413-Treasurer	103-0000 Salary & Wages	\$18,865.00
	106-0000 Retirement	\$700.00
	108-0000 Overtime	\$300.00
		\$19,865.00

General Fund Budget Revision

Revision Number 17

Revenues

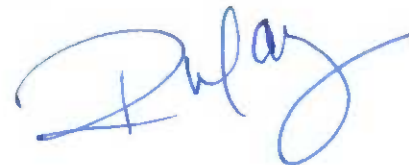
Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	416-Municipal Judge	235-0000 Remittance Fee Collected	\$12,250.00
TOTAL			\$12,250.00

Department	Transfer To/Description	Amount
416-Municipal Judge	105-0000 Group Insurance	\$350.00
	106-0000 Retirement	\$750.00
	223-0000 Professional Services	\$9,000.00
	353-0000 Computer Software	\$2,150.00
		\$12,250.00



General Fund Budget Revision

Revision Number 18

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	415-City Clerk	105-0000 Group Insurance	\$14,200.00
TOTAL			\$14,200.00

Department	Transfer To/Description	Amount
415-City Clerk	108-0000 Overtime	\$600.00
	218-0000 Postage	\$100.00
	230-0000 Contracted Services	\$10,000.00
	341-0000 Supplies & Materials	\$3,500.00
		\$14,200.00

General Fund Budget Revision

Revision Number 19

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	440-City Hall	459-0000 Capital Outlay Equipment	\$43,500.00
TOTAL			\$43,500.00

Department	Transfer To/Description	Amount
440-City Hall	230-0000 Contracted Services	\$20,000.00
	353-0000 Computer Software	\$23,500.00
		\$43,500.00

General Fund Budget Revision

Revision Number 20

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	441-Other Buildings	230-0000 Contracted Services	\$1,316.00
TOTAL			\$1,316.00

Department	Transfer To/Description	Amount
441-Other Buildings	213-0000 Utilities	\$1,316.00
		\$1,316.00

General Fund Budget Revision

Revision Number 21

Revenues

Fund	Department	Transfer From/Description	Amount
001	000-Revenues		
TOTAL			\$0.00

Department	Transfer To/Description	Amount
000-Revenues		
		\$0.00

Expenses

Fund	Department	Transfer From/Description	Amount
001	700-Police	105-0000 Group Insurance	\$9,000.00
		106-0000 Retirement	\$4,500.00
		221-0000 Training & Education	\$10,000.00
		230-0000 Contracted Services	\$9,300.00
		341-0001 Tactical Supplies & Materials	\$25,000.00
		345-0000 Uniforms	\$7,000.00
TOTAL			\$64,800.00

Department	Transfer To/Description	Amount
700-Police	103-0000 Salary & Wages	\$20,000.00
	104-0000 FICA Expense	\$2,400.00
	211-0000 Telephone	\$8,200.00
	214-0000 Travel	\$1,500.00
	217-0000 Maint of Autos & Trucks	\$1,500.00
	218-0000 Postage	\$150.00
	222-0000 Dues & Subscriptions	\$500.00
	227-0000 K-9	\$2,000.00
	341-0000 Supplies & Materials	\$20,000.00
	459-0000 Capital Outlay Equipment	\$8,550.00
		\$64,800.00



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1761: FY 2024 State Budget Revision 5
Recommended By:	City Treasurer
Summary:	Final FY 2024 interdepartmental budget revisions
Fiscal Impact:	Transfers already budgeted funds between departments.
Recommendation:	Consider for approval on roll-call vote
Attachments:	1. SAO 2024-001-05

State Budget Revision #5 Expenditure Detail

404-State Grants (Increasing WVDEP Demolition Program)

409-Mayor (Increasing Travel, Dues & Subscriptions, Supplies/Materials)

410-City Council (Increasing Health Insurance, Supplies/Materials)

413-Treasurer's Office (Increasing Salary/Wages)

415-City Clerk (Decreasing Salary/Wages & Health Insurance)

418-City Auditor (Increasing State Auditor Costs)

424-Contributions to Comms/Authorities (Increasing Tree Board Donations)

429-Clearing (Decreasing Demolition)

437-Planning & Zoning (Decreasing Supplies/Materials)

441-Other Buildings (Decreasing Darden/Kump Utilities, Supplies/Materials, Contracted Services)

700-Police Department (Increasing Wages, FICA, Automobile Supplies)

704-Police Special Duty (Decreasing Wages, FICA, Health Insurance, Retirement, Overtime)

802-Recycling (Increasing Contracted Services)

901-Visitors Bureau (Increasing Depot Welcome Center/Hotel Tax)

910-Phil Gainer Community Center (Increasing Telephone, Contracted Services, Refunds)

955-Human Resources (Increasing Wages, FICA, Retirement, Contracted Services)

Ora Ash, Deputy State Auditor
West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26301
Phone: 627-2415 ext. 5101 or ext. 5119
Fax: 304-340-5090
Email: lgs@wvsao.gov

REQUEST FOR REVISION TO APPROVED BUDGET

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

CONTROL NUMBER

Fiscal Year Ending **2024**Fund: **1**Revision Number: **5**Pages: **1 of 2**

Person To Contact Regarding Request:

Name: **Tracy Judy**Phone: **304-636-1414 x1317**Fax: **304-635-7135**Email: **tjudy@cityofelkinswv.com**

City of Elkins
GOVERNMENT ENTITY

401 Davis Avenue
STREET OR PO BOX

Elkins
CITY

26241
ZIP CODE

Municipality
Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
345	Rents/Royalties and Concessions	38,000	7,611		45,611
365	Federal Government Grants	56,100	8,151		64,251
366	State Government Grants	226,564	94,098		320,662
380	Interest Earned on Investments	25,000	43,000		68,000
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

152,860

Explanation for Account # 378, Municipal Specific:**Explanation for Account # 369, Contributions from Other Funds:****EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
404	State Grants	202,574	80,810		283,384
409	Mayor's Office	32,730	9,000		41,730
410	City Council	87,087	3,390		90,477
413	Treasurer's Office	345,700	4,000		349,700
415	City Clerk	194,823		11,100	183,723
418	City Auditor	25,000	416		25,416
424	Contributions to Comms/Authorities	39,107	5,520		44,627
429	Clearing	24,970		6,656	18,314
437	Planning & Zoning	15,000		7,020	7,980
441	Other buildings	24,970		8,000	16,970

NET INCREASE/(DECREASE) Expenditures

152,860

APPROVED BY THE STATE AUDITOR

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

AUTHORIZED SIGNATURE
OF ENTITY

APPROVAL
DATE

LGSD: BR

City of Elkins

City of Elkins

CONTROL NUMBER:

2024

1

5

BUDGET REVISION REQUEST-SUPPLEMENT

FY

FUND

REV#

[illegible]



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	June 6, 2024
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1762: Amending council rules concerning agenda items
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. R-1762 - amending Council Rules concerning agenda items

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1762)
June 6, 2024

Adopting City Council Rules Concerning Agenda Items

WHEREAS, the Common Council of the City of Elkins (“Council”) adopted *Rules of Elkins Common Council* (“the Rules”), on February 7, 2013 and last amended the Rules on July 27, 2022; and,

WHEREAS, Council finds that is in the best interests of the City of Elkins to amend its rules concerning the docketing of agenda items;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby amends its rules to add the language shown in the attached, effective immediately.

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk

3: Agenda Items and Informational Packets

To promote the orderly conduct of the business of the city council and the timely preparation of an accurate agenda, the following rules are hereby established and applicable to the conduct of city council and council committee meetings:

- a) Council meeting agenda items may be submitted to the city clerk by the mayor, by a committee chair, by any three members of council or by any administrative officer. Agenda items may not be removed from the agenda without the permission of the individual or body who submitted the initial request.
- b) Committee meeting agenda items may be submitted to the clerk of the committee by the mayor, any member of the committee or by any administrative officer. ~~members of council or by any administrative officer.~~ Agenda items may not be removed from the agenda without the permission of the individual or body who submitted the initial request.
- c) Items may be provided for inclusion in the council or committee informational packets by the mayor, any member of council, or any administrative officer; such items may not be removed without the permission of the person who submitted the item.
- d) By law, agendas must be posted no later than ~~72 hours~~ **three business days** before a meeting. Therefore, every effort should be made to submit agenda items to the clerk no later than 12:00 p.m. on the fourth business day preceding a council or committee meeting (keeping in mind weekends and interceding holidays). Because council members' informational packets are prepared on the ~~last~~ **second** business day before a council or committee meeting, every effort should be made to submit supporting documentation for agenda items (such as agenda items reports, invoices, explanatory correspondence, etc.) no later than 12:00 p.m. the ~~last~~ **second** business day preceding the council or committee meeting.
- e) The city clerk or city attorney will prepare and/or approve the final form of resolutions; the city attorney will prepare and must approve the final form of ordinances. The city clerk shall assign a number to each ordinance and resolution introduced and shall have authority to edit and correct resolutions as to form.
- f) **To ensure that items docketed on the council agenda are as ripe for consideration and action as possible, the standard practice shall be to bring matters to the attention of the relevant council committee prior to laying them before full council. The city clerk, in consultation with the relevant committee(s), shall advise and support anyone needing assistance in navigating this process.**