

ELKINS COMMON COUNCIL REGULAR COUNCIL MEETING AGENDA

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

1. Invocation and Pledge of Allegiance

2. Call to order and roll call

3. Agenda adjustments

- a. Added to Correspondence and Notifications
 - i. Minutes of committee, commission, and board meetings
- b. Added to new business
 - i. *Resolution 1514*: Authorizing Application for Firehouse Subs Public Safety Foundation grant by the Elkins Fire Department
 - ii. *Resolution 1515*: Approving “Full-Time Regular Employee” Status and Confirming Compensation Level for W. Mallow
 - iii. *Resolution 1516*: Accepting Conditions of Agreement with the West Virginia Department of Health and Human Resources and the City of Elkins, and Authorizing Execution of Agreement

4. Public comment

5. Minutes

- a. Minutes proposed for the regular council meeting of March 17, 2022
- b. Minutes proposed for the special call council meeting of March 22, 2022

6. Correspondence and Notifications

- a. Issued building permits
- b. Treasurer’s report
- c. Minutes of committee, commission, and board meetings

7. Presentation

- a. Phil Gainer Community Center Manager Chris Lee

8. Committee Reports

9. Staff reports

10. Approval of vendor invoice payments

Vendor invoices presented for approval:

- A/P History Check Report for the period March 14 – April 1, 2022

(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.)

11. New business

- a. *Resolution 1509*: Amending the City of Elkins Personnel Policy Ch. 8.D: Holiday Pay
- b. *Resolution 1510*: Amending the City of Elkins Personnel Policy Ch.5: Salaries & Wages; Benefits & Deductions
- c. *Resolution 1511*: Approval of Changes to the City of Elkins Classification and Compensation Plan
- d. *Resolution 1512*: Reappointment of Geraldine Roberts as City Attorney
- e. *Resolution 1513*: General Fund Budget Revisions No. 11 and 12 for FY22
- f. *Resolution 1514*: Authorizing Application for Firehouse Subs Public Safety Foundation grant by the Elkins Fire Department
- g. *Resolution 1515*: Approving "Full-Time Regular Employee" Status and Confirming Compensation Level for W. Mallow
- h. *Resolution 1516*: Accepting Conditions of Agreement with the West Virginia Department of Health and Human Resources and the City of Elkins, and Authorizing Execution of Agreement
- i. *Discussion of Ad-hoc ARPA Advisory Committee Recommendations*
- j. *Davis Health System ABCA Endorsement Request*

12. Mayor's comments

13. Adjournment

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ELKINS COMMON COUNCIL REGULAR COUNCIL MEETING MINUTES

***401 Davis Avenue
Council Chamber, 2nd Floor
March 17, 2022
7:00 p.m.***

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

PUBLIC COMMENT

Madalyn Higgins, resident of 639 Capital St. and Elkins Main Street Director recognizes the difficulty and challenges in creating a budget. The current proposed FY23 budget including cuts to many outside organizations that would be detrimental. EMS, the RCDA and the ERCCC are ambassadors and proudly serve as the “sales team” for the city. Ms. Higgins asks that these cuts be reconsidered. EMS works to improve the economic health of the downtown. Recent activities include the market study, historic building reports, streetscape study and more. Our goals align with those of the city’s, and we work side by side as partners with city officials towards these goals. The upcoming E3 event is an example of this. Now is the time to invest and support those that support Elkins.

Scott Goddard, 220 Buffalo St., is speaking as a concerned citizen, board president of Elkins Main Street and board vice president of the Randolph County Community Arts Center. Mr. Goddard had lived in Elkins for thirty years this August, hired by D&E the day after he graduated from that same institution. There is truly positive momentum, examples of which include the Taylor Hospitality and WDG revitalization of the Tygart Hotel; restoration of the Wilt building; riverfront and trail development; refresh of the farmer’s market; renewed focus on the arts; and BTB’s move into downtown. As you discuss the budget, please consider contributions to non-profit organizations as an investment in the community that will make this a great place to live, work and play.

Jared Howell, resident of 4458 Chenoweth Creek Rd. and Executive Director of the Elkins-Randolph County Library thanks council for their continued support. The basic operations of the library depend on the financial support of our donors. Please reconsider a the proposed 60% cut in funding to our library, which accounts for approximately 12-13% of our total budget. We were recently forced to close our doors due to unforeseen circumstances while continuing to work through the negative impacts of the pandemic. A reduction in funding to the library will result in a reduction in services to all citizens. More than 3,000 patrons access the library monthly. He

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asks that you thoroughly review the budget to be sure it's balanced and how cuts affect the community.

Robbie Morris, resident of 131 Castle Rock Drive and Executive Director Randolph County Development Authority, appreciates the task before council and respectfully requests a restoration of funding. The Elkins Strategic Plan 5.C. calls on annexation and revenue goals for Elkins and explicitly lists three organizations to assist in this goal – the RCDA, ERCCC and EMS - all three of which are proposed to be cut in the FY23 budget. Site identification is one of the milestones within the plan. The RCDA has invested \$10,000 in GIS platform to promote commercial land and buildings. The RCDA also has multiple broadband plans in the works. Annexation is another identified goal. Before council tonight is an ordinance to voluntarily annex property owned by the RCDA for the intended expansion of the industrial park. An increase in businesses and population is a goal. The Opportunity Guide created by the RCDA has been distributed throughout the country for recruitment. It promotes many of the organizations which council is proposing to cut. RCDA currently has a project valued at \$8.2 million in the works for the railyard. It was mentioned at a recent Finance Committee meeting that Buckhannon doesn't give any outside contributions. While it's true they may not give to as many organizations, there are some they consider strategic partners and provide significant support to. This includes money to Create Buckhannon, \$25,000 to the Strawberry Festival and \$45,000 to the Upshur County Development Authority. Mr. Morris only asks for \$13,500. Don't cut the "sales team" that helps bring additional revenue to the city. Strongly encourage council to restore funding.

Heather Biola, 12 Prospect St. Speaking for the Kump Education Center. I know almost everyone in this room and that they are dedicated to the things they are doing for the town. Without the volunteers we have in Elkins we wouldn't be the town we are. You can't replace what you get for free. The KEC is unique in that the city owns the building. I've worked for 14 years as a volunteer with no pay. I believe that the city should help with the regular expenses. We raise over \$50,000 a year and have restored the building to nearly it's original state, but still have things to do. The city should pay the utilities for the building, especially since many are paid to the city. When you support the volunteers and agencies you maximize the people who make Elkins what it is.

Andrew Carroll, 128 Buffalo St. Speaking in support of ordinance #297. This action demonstrates the real power of partnerships and value in being part of the city. This is indicative on how future growth will happen given state legislative restraints. Good relationships have monumental impact both economically and in the fabric of the community. Secondly, I am afraid the actions of the Finance Committee to slash budgets will have negative impacts in both of these areas. A budget is about balancing interests. We all want good wages for employees, essential services and solid infrastructure, but we also want to support our community partners that add value and serve the citizens of Elkins. This is not a problem of intentions but a problem of decision-making. Council should consider the needs of the organizations, the value they add, and make reasonable cuts they can withstand.

Chris Lowther, resident of 135 Heavner Avenue and city councilor. Been on council since 2017. Last year I was assigned to the Finance Committee and my role changed. Our recent task has

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been to create a balanced budget and that is what is before you tonight. These cuts were not made on a whim or irrationally. I spent countless hours working on it to be sure everyone got a piece of the funds. For every citizen that spoke against the proposed cuts, there are twice as many citizens that support the cuts. They see the value in putting the city of Elkins first and those are the ones I represent tonight. We must always consider change.

MINUTES

Cm. Chenoweth, **MOVED APPROVAL OF THE MINUTES OF THE MARCH 3, 2022, MEETING.** The motion carried.

CORRESPONDENCE AND NOTIFICATIONS

Council received the following correspondence and notifications:

- Issued building permits
- Treasurer’s report
- External Affairs 2021 annual report

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

ISSUED BUILDING PERMITS				
Permit	Applicant	Location	Description	Value
220057	Pennington, Harold	1520 Lavalette Ave	Replace Roof Shingles	10,883.00
220058	Rosenblum, Bret	133 Elm St	Replace Roof Shingles	6,887.00
220059	Weese, Ann	101 Pike St	Replace Roof Shingles	6,200.00

PRESENTATION

Davis & Elkins College President Chris Wood – for 118 year Elkins and D&E College have been inextricably linked. President Wood provided a snapshot of the College in 2022. 50% of students come from within WV. 16% come from Randolph County. 48% of students are Pell eligible. 37% come from 35 states and 13% come from 32 countries. Our academics are consistently ranked high. We have 32 majors and 42 minors. This fall we are adding a Natural Resource Management and Forestry Technician program which will be working directly with the USFS and an undergraduate degree in special education. Last year we offered \$5.4 million to WV students and a total of \$15 million to all. D&E is comparable to all other state institutions. Phase I of the physical master plan is complete. We’ve invested \$12 million in the past 5 years, much of which was awarded to local contractors. Phase II is beginning and is focused on residence halls. D&E is financially stable and debt free. We live within our means. However, these are unprecedented times for private high education institutions and so please don’t take us for granted. History does not guarantee a future. We are not the college on the hill, we are the college in the community. D&E contributes to the quality of life to the citizens in the

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community. Our payroll alone contributes \$7 million to the local economy, \$3.5 million in vendor payments, plus ancillary economic impacts, which are being studied now. We bring human capital with our 225 faculty, their spouses, and staff. We bring culture to the community. D&E has 23 NCAA athletic teams. Finally, we bring diversity. We are committed to community partnerships. Examples include the Myles Center for the Arts; immersive learning with internships; partnership with DHS in nursing programs; Augusta Heritage Center; Randolph County BOE in athletics and dual enrollment; start of a new cycling program adding to the excitement already here; community service; and primary host for MSFF. Currently working to replace the amphitheater. More than 75% of the funds are committed and an application has been submitted to the ad-hoc ARPA Advisory Committee for additional support.

COMMITTEE REPORTS provided by all committee chairs present.

STAFF REPORTS provided by all administrative officers and the chief wastewater operator

APPROVAL OF VENDOR INVOICE PAYMENTS

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

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

- Accounts Payable check transactions for the period February 28 – March 11, 2022

NEW BUSINESS

Cm. Friddle, **MOVED APPROVAL OF ORDINANCE 297: AN ORDINANCE OF THE COMMON COUNCIL OF ELKINS, WEST VIRGINIA, PURSUANT TO PETITION FILED BY ROBERT L. MORRIS, JR., EXECUTIVE DIRECTOR, ON BEHALF OF THE RANDOLPH COUNTY DEVELOPMENT AUTHORITY, REGARDING CERTAIN TRACTS OF REAL PROPERTY IN LEADSVILLE DISTRICT, RANDOLPH COUNTY, OWNED BY THE RANDOLPH COUNTY DEVELOPMENT AUTHORITY AND KNOWN AND IDENTIFIED AS AREA 1 AND AREA 2 ON THE ATTACHED PLAT, TO INCORPORATE AND ANNEX SUCH PROPERTY INTO THE CITY OF ELKINS PURSUANT TO WEST VIRGINIA CODE §8-6-4 (2ND AND FINAL READING).** The motion carried.

Cm. Lowther, **MOVED APPROVAL OF RESOLUTION 1501: APPROVING “FULL-TIME REGULAR EMPLOYEE” STATUS AND CONFIRMING COMPENSATION LEVEL FOR W. BROSCART.** The motion carried.

Cm. Hinchman, **MOVED APPROVAL OF RESOLUTION 1502: REAPPOINTMENT OF C. PREUSCH TO THE ELKINS WATER BOARD.** The motion carried.

Cm. Chenoweth, **MOVED APPROVAL OF RESOLUTION 1503: AUTHORIZING SUBMISSION OF AN APPLICATION FOR APPALACHIAN REGIONAL COUNCIL PARTNERSHIPS FOR OPPORTUNITY AND WORKFORCE AND ECONOMIC REVITALIZATION GRANT, AND AUTHORIZING EXECUTION THEREOF.** The motion carried.

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Cm. Lowther, **MOVED APPROVAL OF RESOLUTION 1504: AUTHORIZING SUBMISSION OF PROPOSAL FOR HOMELAND SECURITY GRANT.** The motion carried.

Cm. Chenoweth, **MOVED APPROVAL OF RESOLUTION 1505: AUTHORIZING SUBMISSION OF AN APPLICATION FOR RURAL COMMUNITY DEVELOPMENT INITIATIVE GRANT FUNDS, AND AUTHORIZING EXECUTION THEREOF.** The motion carried.

Cm. Hinchman, **MOVED APPROVAL OF RESOLUTION 1506: APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN 22D CENTURY SOFTWARE SOLUTIONS, LLC DBA GOVTech CLOUD AND THE CITY OF ELKINS FOR THE PROVISION OF A BETA SOFTWARE PILOT PROGRAM.** The motion carried.

Cm. Friddle, **MOVED APPROVAL OF THE ASSIGNMENT OF CITY TREASURER T. JUDY AS THE RISK MANAGEMENT SIGNATORY FOR THE GOVTech CLOUD MOU.** The motion carried.

Cm. Hinchman, **MOVED APPROVAL OF RESOLUTION 1507: AUTHORIZING THE CREATION OF FUND #036 FOR THE PURPOSE OF ADMINISTERING THE REVENUES AND EXPENDITURES OF THE ELKINS FIRE DEPARTMENT.** The motion carried.

Cm. Friddle, **MOVED TO TABLE RESOLUTION 1508: APPROVING TRANSFER OF FUNDS FROM THE FINANCIAL STABILIZATION ACCOUNT.** In accordance with Resolution 924 and the amended City of Elkins Rules of Council the chair called for a roll call vote. The clerk called roll in random order. The motion failed. Council votes were as follows:

N. Bross-Fregonara	No	J. Guye	No	D. Parker	Yes
R. Chenoweth	No	C. Higgins	No	L. Vest	No
M. Cuonzo	No	M. Hinchman	No	Mayor J. Marco (in case of tie)	n/a
C. Friddle, III	Yes	C. Lowther	No		

Cm. Lowther, **MOVED APPROVAL OF RESOLUTION 1508: APPROVING TRANSFER OF FUNDS FROM THE FINANCIAL STABILIZATION ACCOUNT.** In accordance with Resolution 924 and the amended City of Elkins Rules of Council the chair called for a roll call vote. The clerk called roll in random order. The motion carried. Council votes were as follows:

N. Bross-Fregonara	Yes	J. Guye	Yes	D. Parker	No
R. Chenoweth	Yes	C. Higgins	Yes	L. Vest	Yes
M. Cuonzo	Yes	M. Hinchman	Yes	Mayor J. Marco (in case of tie)	n/a
C. Friddle, III	No	C. Lowther	Yes		

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Cw. Cuonzo, MOVED APPROVAL OF THE MSFF ABCA ENDORSEMENT REQUEST. The motion carried.

Cm. Hinchman, MOVED APPROVAL OF RECOMMENDATIONS FROM THE AD-HOC ARPA ADVISORY COMMITTEE INCLUDING: \$55,000 TO UPGRADE THE WASTEWATER TREATMENT FACILITY SCADA SYSTEM; \$31,000 TO EPRC FOR A REPLACEMENT SEWAGE PUMP AT RIVERBEND PARK (\$9,000) AND RUBBER MULCH AT ALL PARKS EXCEPT FOR ELKINS CITY PARK (\$22,000); AND \$9,709 TO DAVIS HEALTH SYSTEMS FOR THE PURCHASE OF 200 RESPIRATORS. The motion carried.

Cm. Hinchman, MOVED APPROVAL OF THE FY23 COAL SEVERANCE BUDGET AS PROPOSED BY THE CITY TREASURER. The motion carried.

After comments and lengthy discussion of the FY23 budget recommended from the Finance Committee, no action was taken.

Cm. Parker, MOVED APPROVAL OF A SPECIAL CALL COUNCIL MEETING ON MARCH 22, 2022, AT 9:00 A.M. FOR THE PURPOSE OF FURTHER DISCUSSING THE FY23 BUDGET. The motion carried.
Cm. Parker requests line-item budgets for each department as well as revenues for the last two fiscal years.

ANNOUNCEMENTS

Cm. Hinchman advised he is cancelling the ad-hoc ARPA Advisory Committee meeting scheduled for 1:00 p.m. on March 22, 2022.

MAYOR’S COMMENTS were provided.

Cm. Lowther, MOVED ADJOURNMENT. The motion carried.

The meeting adjourned at 9:27 p.m.

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

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk

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ELKINS COMMON COUNCIL SPECIAL CALL COUNCIL MEETING MINUTES

***401 Davis Avenue
Council Chamber, 2nd Floor
March 22, 2022
9:00 a.m.***

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

Councilor C.C. Lowther was absent.

PUBLIC COMMENT

Laura Ward, Executive Director Randolph County Senior Center and Country Roads Transit, is advocating for the citizens of Elkins. The proposed 64% decrease in the city's contribution to Country Roads Transit is a great disservice to them. Ms. Ward stated that she comes annually to report on the benefits of transit and each year invites council to ride. Ms. Ward reports that since inception the grant requires a 50% local match and that every \$1 used towards the program results in \$2 in customer service. Therefore, every cut in \$1 equates to a \$2 cut in service. This proposed reduction is shortsighted and callously disrespectful. Transit provides over 11,000 rides that are a lifeline to many- predominately the elderly, disabled and financially disadvantaged. Lack of transit means missed doctor's appointments, lack of access to medicine and groceries, and job loss resulting in negative economic and health outcomes. This is a fiscally sound investment in your community Shame on any one of you who chooses to cut transit.

Barry Band, President of the Senior Center Board of Directors, met his wife in 1966 at D&E College and they choose to stay in Elkins because of the people – specifically how they cared and shared. He has been a professional educator for forty years and understand cutbacks. However, when he made those decisions, it didn't take children's books or food away. These cutbacks are low-hanging fruit. Organizations don't mind cutbacks, but they do mind a slap in the face. Transit relies on the 50/50 local match to access the federal funding.

Katy McClane, 185 High Street, spoke on behalf of those who do public gardening in town. This service is usually provided at places that can't afford landscaping. The cuts in contributions to organizations that relay on volunteers takes the wind out of volunteer's sails.

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UNFINISHED BUSINESS

Cm. Chenoweth suggested starting the discussion with the proposed budget submitted by the Clerk on behalf of the administrative officers. However, M. Cuonzo asked that the budget be reviewed line by line and a majority of council concurred. T. Judy reviewed all anticipated revenues for FY2023 and answered questions from council. T. Judy advised council that she is comfortable with the approximately \$300,000 carryover proposed.

City Attorney G. Roberts reminded council that the WV legislature has severely and continually limited municipalities ability to raise additional revenues keeping their budgets stagnant despite rising costs. City Clerk J. Sutton also reminded council of their pending Home Rule application which could generate a small amount of additional revenue for the municipal court, if approved.

FY23 budget discussion continued with each administrative officer reviewing budgets they are responsible for and noting any significant changes. Notable changes for all include an increase in wages and the city's absorption of a 5% increase in health insurance premiums for employees. Significant reductions were made in the Clerk's contracted services budget due to the reduction in printed city code binders to be maintained (from 16 to 6); zeroing out of the demolition budget (from \$50,000 in previous years); and removal of requested funds for a wash bay at the central garage.

Mayor J.A. Marco **MOVED APPROVAL OF A RECESS.** The motion carried. Council recessed at 11:11 a.m. to 11:23 a.m.

All outside contributions were restored to the same levels as were approved in FY22. The final budget was balanced at \$5,380,724.00, including a carryover amount of \$270,054.

Cm. Friddle, **MOVED APPROVAL OF THE FISCAL YEAR 2023 BUDGET AS AMENDED.** The motion carried.

ANNOUNCEMENTS

City Clerk J. Sutton requested that council consider moving the regular second meeting in April from the 21st to the 19th to accommodate the mandated meeting for the laying of the levy. Council agreed.

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

The meeting adjourned at 11:59 a.m.

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

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk

BUILDING PERMITS

Presented at council meeting of: April 7, 2022

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

ISSUED BUILDING PERMITS				
Permit	Applicant	Location	Description	Value
220060	Higgins, Rebecca	307 Eleventh St	Replace Roof Shingles	10,000.00
220061	Mountain Valley Bank	317 Davis Ave	Windows	38,000.00
220062	Hymes, Tiffany	1522 S Davis Ave	Sidewalk	4,600.00
220063	Rector, Norma Jean	120 Westview Dr	Replace Roof Shingles	15,768.00
220064	Goodwin, Austin	316 Central St	Demolition of Burnt House	13,000.00
220065	Seneca Mall LLC	222 Davis Ave	Remodel Part of Second Floor	24,500.00
220066	Weese, Barbara	20 Moore St	Replace Roof Shingles	2,200.00
220067	Roy, Darlene	1716 Lavalette Ave	Replace Roof Shingles	6,000.00
220068	Schoonover, Charles	514 Wilson St	Demolition	1,000.00
220069	Hutton, Cody	608 Capitol St	Install New Vinyl Siding	5,000.00
220070	Phares, Edwin	100 Alexander Ave.	Replace Roof Shingles	12,921.00
220071	Harris, Donald & Linda	111 Valley Ct	Replace Roof Shingles	18,255.00
220072	Kisner, Nancy & Sam	106 Ellis Ave	Replace Roof Shingles	5,000.00
220073	Gillispie, Sidney	135 Buffalo St	Replace Roof Shingles	7,620.00
220074	Barton, Robert	124 Weese St	Electric Service Upgrade	1,000.00
220075	Scott, Matthew	403 Center St.	Replace Roof Shingles	14,000.00
220076	Griggs, Chad	204 Central St	Electric Service Upgrade	500.00
220077	Pristine Properties	6 Riverbend Rd	Commercial Accessory Building	100,000.00

Monthly Report for FY2022

Month of March

Fund	Revenues	Expenditures
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General	\$586,525.85	\$360,578.73	Revenues Collected as per Budget
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Percent of Yr. Completed
75.00

County Tax	\$140,804.55		85.11%	1,042,254.00
B & O Tax	\$11,476.85		86.36%	1,267,000.00
Hotel/Motel Tax	\$16,457.27		100.15%	141,000.00
Gas & Oil Severance Tax	\$0.00		116.30%	11,000.00
2% City Utility Tax	\$6,746.81		85.80%	65,000.00
Utility Excise Tax	\$63,993.37		87.40%	290,000.00
Liquor Tax	\$0.00		69.80%	102,000.00
Police	\$2,317.39		118.46%	19,200.00
Municipal Court	\$6,721.36		94.48%	48,726.00
Code Enforcement	\$5,060.47		87.97%	27,200.00
Fire Fees	\$90,610.42		69.11%	913,000.00
Business License	\$280.00		34.08%	26,500.00
Intergovernmental	\$29,147.66		117.01%	338,381.00
Franchise/IRP Fees	\$3,358.44		63.85%	155,000.00
Phil Gainer Community Center	\$5,556.00		266.15%	30,000.00
Misc. Revenue	\$203,995.26		273.10%	94,060.00
Municipal Sales Tax	\$0.00		91.58%	1,200,000.00
	\$586,525.85		89.17%	5,770,321.00

Sanitation	\$125,471.81	\$102,916.80	82.78%	1,382,100.00
Water	\$331,457.19	\$343,708.50	77.33%	3,464,400.00
Sewer	\$215,317.80	\$165,261.56	73.68%	2,360,650.00
Landfill	\$9.88	\$1,181.97	75.55%	5,500.00



City of Elkins

Ph. 304-636-1414ext. 1317 Fax: 304-635-7135

401 Davis Avenue, Elkins, WV 26241

City Treasurer – Tracy R. Judy

To: Mayor & Council Members
From: Tracy Judy :

RE: 2021 Financial and Compliance Audit

A Financial Audit entails the examination of records so to make an opinion on the financial statements as a whole, that they present a true and fair view of the City's financial performance/position. The Compliance Audit is to see if the system and controls of rules/regulations that are in place are functioning and being adhered to. Finally, there is more testing, examination of documents and procedures in a Compliance Audit than a Financial Audit.

There are 4 possible audit opinions:

Unmodified-The financial statements referred to present fairly, in all material respects...

Qualified-Except for..., the financial statements referred to present fairly, in all material respects...

Pervasive-Used to describe the effects of misstatements on the financial statements or that are undetected due to an inability to obtain sufficient appropriate audit evidence...

Adverse-Because of the significance of the matter discussed in...the financial statements referred to above do not present fairly the financial position...

The opinion issued can affect the ability to receive grant funding and to obtain financing.

2021 - Unmodified	2010 - Qualified
2020 - Unmodified	2009 - Qualified
2019 - Unmodified	2008 - Qualified
2018 - Unmodified	2007 - Qualified
2017 - Unmodified	2006 - Unmodified
2016 - Unmodified	2005 - Unmodified
2015 - Unmodified	2004 - Unmodified
2014 - Unmodified	2003 - Qualified
2013 - Unmodified	2002 - Qualified
2012 - Unmodified	2001 - Qualified
2011 - Qualified	2000 - Qualified

FINANCE COMMITTEE SPECIAL CALL MEETING MINUTES

*401 Davis Avenue
City Hall, Council Chambers
March 14, 2022
1:00 p.m.*

Present were Committee Members: M. Hinchman; C. Lowther; and R. Chenoweth

Also present were: Treasurer T. Judy; Police Chief T. Bennett; Fire Chief S. Himes; Operations Manager J. Sanson; City Attorney G. Roberts; City Clerk J. Sutton; and External Affairs Specialist S Stokes

PUBLIC COMMENT

Madalyn Higgins spoke on behalf of the Elkins Historic Landmarks Commission. They are submitting an amended contribution request for FY23 based on the recent non-renewal of the lease for the Darden House. The request has been reduced by \$2,000.

MINUTES

Cm. Lowther, **MOVED APPROVAL OF THE MINUTES OF THE MARCH 7, 2022, MEETING.** The motion carried.

UNFINISHED BUSINESS

Treasurer T. Judy is projecting revenues of \$5,110,670.00 for FY23. Carry-over amounts have ranged from \$150,000 to \$670,000 in the recent past. At this time, she is requesting the committee approve an anticipated carryover of \$320,000, however this can be adjusted. Mrs. Judy reminded the committee that if the carryover is short and revenues are not met money will have to be transferred from the Financial Stabilization Fund.

Administrative Officers provided details of notable items changed in their FY23 budget requests. These include increases in salaries, benefits; the cost of health insurance premiums being absorbed by the City; liability insurance and workers compensation; sidewalk maintenance fund; and the paving budget, among others. All requests, except for outside contributions, which are yet to be determined, total \$52,996 less than the anticipated revenues.

The committee discussed the need to cut outside contributions to equal the amount of excess revenues (\$52,996).

Cm. Lowther, **MOVED APPROVAL OF RECOMMENDING TO COUNCIL APPROVAL OF A TOTAL OF \$52,500 IN OUTSIDE CONTRIBUTIONS AS NOTED ON THE WORKING SPREADSHEET PRESENTED BY THE CLERK (ATTACHED AS PART OF THE RECORD).** The motion carried.

Cm. Hinchman, **MOVED APPROVAL OF A RECOMMENDATION TO COUNCIL FOR THE APPROVAL OF THE BUDGET AS PRESENTED BY THE TREASURER AND AMENDED BY THE COMMITTEE. The motion carried.**

NEW BUSINESS

Cm. Lowther, **MOVED APPROVAL OF A RECOMMENDATION TO COUNCIL FOR SUBMISSION OF A PROPOSAL FOR FY22 HOMELAND SECURITY GRANT FUNDING. The motion carried.**

Cm. Lowther, **MOVED APPROVAL OF A RECOMMENDATION TO COUNCIL FOR SUBMISSION OF AN ARC POWER PLANNING GRANT. The motion carried.**

Cm. Lowther, **MOVED APPROVAL OF A RECOMMENDATION TO COUNCIL FOR SUBMISSION OF A RCDI GRANT APPLICATION IN COORDINATION WITH THE RANDOLPH COUNTY HOUSING AUTHORITY. The motion carried.**

Cm. Hinchman, **MOVED APPROVAL OF A RECOMMENDATION TO COUNCIL FOR APPROVAL OF THE CREATION OF FUND 036 FOR THE PURPOSE OF ADMINISTERING REVENUES AND EXPENDITURES OF THE ELKINS FIRE DEPARTMENT. The motion carried.**

ANNOUNCEMENTS

City Clerk J. Sutton advised the committee that council action will be requested to terminate a long-time policy granting a small amount of longevity pay to police officers. This pay will be replaced by the longevity policy recently recommended by the Personnel Committee. Police Chief T. Bennett and the Treasurer are in agreement with this request.

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

The meeting adjourned at 2:46 p.m.

The foregoing minutes were approved at the meeting of Apr. 4, 2022

Michael Hinchman Chair
Name & Title

[Handwritten Signature]
Signature

**MUNICIPAL PROPERTIES COMMITTEE
REGULAR MEETING
MINUTES**

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

Present were Committee Members: M. Cuonzo, Chair; C. Friddle; J. Guye

Also present were: Mayor J. Marco; City Attorney G. Roberts; Treasurer T. Judy; Fire Chief S. Himes; Interim Operations Manager M. Himes; Chief Water Operator W. Lambert.

PUBLIC COMMENT

Bobbi Trimboli, Our Town representative presented information on the Sprout into Spring: Tip Toe Through the Tulips. The group will hand out 70 4ft wooden tulips to the community to paint and display in the downtown business area. Ms. Trimboli also reported that the flower baskets will go up in May and the Master Gardeners will be distributing seeds.

MINUTES

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

REPORTS

Madalyn Higgins reported for Elkins Main Street. She talked about the group meeting between several agencies and the city to establish a downtown decorating protocol.

M. Himes reported that there are no updates on the City Hall projects other than Bryson VanNostrand will be bidding out the projects this spring. Ms. Himes will update the committee going forward.

W. Lambert reported on the Flood Control rehab projects. Mr. Lambert is seeking proposals for the vegetation removal and the building repairs.

UNFINISHED BUSINESS

M. Himes reported that she is working with Bryson VanNostrand and Ralph Roth to move on a design for the new Sanitation Garage. The Committee asked to hold off on the design and look at a multipurpose building instead.

There was discussion on the Darden House Lease. Maryann Durland spoke on behalf of the EHLC. Cm. C. Friddle asked why the EHLC has not maintained liability insurance on the Darden House. M. Durland reported the EHLC was following precedent and did not understand what they needed. Ms. Durland also reported that three tenants are currently leasing, and the

income is about \$375.00 per tenant. Ms. Durland expressed it was unfair to think the EHLC should be responsible for the maintenance of the Darden House. Mayor Marco encouraged updated contracts for the tenants and announced his disappointment that the liability insurance was not in place. Cm. C. Friddle reported that he will not support the lease renewal. Cw. Cuonzo requested the EHLC report to the Municipal Properties Committee monthly.

Cw. Cuonzo, **MOVED APPROVAL OF TO RECOMMEND THE DARDEN HOUSE LEASE TO COUNCIL**
The motion carried.

NEW BUSINESS

There was brief discussion on HVAC system for Treasurer’s office with no action taken.

There was discussion on the replacement of the S. Davis Ave. bridge.

Cm. Friddle, **MOVED APPROVAL OF THE RFP FOR ENGINEERING ASSESSMENT ON S. DAVIS AVE. BRIDGE.** The motion carried.

There was discussion on City Hall HVAC system.

Cm. Friddle, **MOVED APPROVAL OF THE RFP FOR ENGINEERING ASSESSMENT OF THE CITY HALL HVAC SYSTEM.** The motion carried.

ANNOUNCEMENTS

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

The meeting adjourned at 10:48 a.m.

The foregoing minutes were approved at the meeting of March 30, 2022

Marilyn Cuonzo, Chair
Name & Title

Marilyn Cuonzo
Signature

**MUNICIPAL PROPERTIES COMMITTEE
REGULAR MEETING
MINUTES**

*401 Davis Avenue
City Hall, Council Chambers
February 23, 2022
9:00 a.m.*

Present were Committee Members: M. Cuonzo, Chair; C. Friddle; J. Guye

Also present were: City Clerk J. Sutton; Treasurer T. Judy; Police Chief T. Bennett; Interim Operations Manager M. Himes; External Affairs Specialist S. Stokes; Heather Biola; Madalyn Higgins; and Maryann Durland.

PUBLIC COMMENT

None.

NEW BUSINESS

There was discussion on the sale of EPD vehicles to the Randolph Co. Sheriff's Office. Chief Bennett reported on the issues the Sheriff's Department is having getting in replacement vehicles. Chief T. Bennett requested permission to sell two 2013 Taurus Interceptors to the RC Sheriff's Department. The Committee was in favor of giving the vehicles to the RC Sheriff's Department. J. Sutton will prepare an interagency agreement or a resolution to present to Council.

Cw. Guye, **MOVED APPROVAL RECOMMEND TO COUNCIL TO GIVE THE TWO 2013 TAURUS INTERCEPTORS TO THE RC SHERIFF'S DEPARTMENT.** The motion carried.

H. Biola reported the Kump Education Center found 4 grants to make upgrades and repairs to the Kump House. Ms. Biola announced the KEC will cover any match necessary for the grants.

M. Durland presented grant requests to the Committee. Cw. M. Cuonzo recommended the EHLC hold off on grants until the lease is settled. M. Durland and M. Higgins agreed it is best to hold off on the grant submissions.

ANNOUNCEMENTS

Clerk J. Sutton announced that she received an annexation application from Robbie Morris on behalf of the Randolph County Development Authority for the newly purchased Odd Fellows property.

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

The meeting adjourned at 9:25 a.m.

The foregoing minutes were approved at the meeting of 3/30, 2022

Marilynn Cuonzo Chair
Name & Title

Marilynn Cuonzo
Signature

**PERSONNEL COMMITTEE
REGULAR MEETING
MINUTES**

*401 Davis Avenue
City Hall, Council Chambers
February 28, 2022
12:00 p.m.*

Present were Committee Members: R. Chenoweth, chair; L. Vest; and C. Lowther

Also present were: Mayor J. Marco; Operations Manager J. Sanson; Operations Assistant M. Himes; Police Chief T. Bennett; Fire Chief S. Himes; Treasurer T. Judy; and City Clerk J. Sutton

MINUTES

Cm. Lowther, **MOVED APPROVAL OF THE MINUTES OF THE FEBRUARY 10, 2022 MEETING.** The motion carried.

UNFINISHED BUSINESS

Cm. Chenoweth reported that he, the Clerk and the Mayor received immediately prior to the meeting and email from L. Hannigan of AlignHR with information and tools to help Administrative Officers in determining the accurate pay grades for positions. This information will be shared with all Administrative Offers to use in their classification and compensation review and for budget preparation. Any suggestions to reclassify positions should be brought back to the Personnel Committee at their regular March meeting.

NEW BUSINESS

The committee discussed a longevity pay policy. The committee suggests that employees between 0-20 years of service, having completed their initial probationary period, be provided \$500 annually if full-time and \$250 annually if part-time and employees with over 20 years of service be provided \$750 annually if full-time and \$375 annually if part-time. Longevity will be based on an employee's tenure as of August 31st each year and payable in October. This policy is not intended to prohibit employees who have transferred to another position and are serving a probationary period from being eligible. Administrative Officers will calculate their proposed FY23 budgets based on the committee suggestion. The Clerk will draft language to be recommended for adoption into the Personnel Manual for consideration by the committee on March 10th and council on March 17th.

Cm. Lowther, **MOVED APPROVAL OF A RECOMMENDATION TO COUNCIL THAT THE FIVE PERCENT (5%) INCREASE IN HEALTH INSURANCE PREMIUMS BE PAID BY THE CITY AND NOT PASSED ON TO EMPLOYEES.** The motion carried.

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

The meeting adjourned at 12:54 p.m.

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

Robert Chenoweth, Chair
Name & Title

Robert C. Chenoweth
Signature

ELKINS PLANNING COMMISSION MEETING MINUTES

Virtual
January 24, 2022
1:00 p.m.

Present were members: N. Bross-Fregonara, chair; K. Somers; B. Woods, D. Talbott; and P. Kolsun (left early).

Also present: City Attorney G. Roberts; WVU LUSD Clinic representative C. DeMuth; and External Affairs Specialist Sutton Stokes as recording secretary.

Mayor J. Marco was absent.

PUBLIC COMMENT

Stokes read the following two comments aloud:

Comment 1:

From: Joshua Jarrell <Joshua.Jarrell@Steptoe-Johnson.com>
Sent: Monday, January 24, 2022 12:29 PM
To: Sutton Stokes <sstokes@cityofelkinswv.com>
Cc: Jessica Sutton <jsutton@cityofelkinswv.com>; Dave Clark <dclark@wdgww.org>; Randall Light <Randy.Light@Steptoe-Johnson.com>
Subject: Written Public Comment - Re: Adoption of Proposed Ordinance / Tygart Hotel Project

Dear Mr. Stokes,

I have been in discussions with Jessica Sutton regarding the current zoning ordinance in the City of Elkins as it relates to the proposed redevelopment of the Tygart Hotel. Jessica notified me yesterday that the Planning Commission is meeting later today and invited me to submit written comments in advance of that meeting. Please consider this email a written comment regarding the proposed changes to the zoning ordinance.

We represent the Woodlands Development Group. The Woodlands Development Group is the owner of the former Tygart Hotel in downtown Elkins and is in the final stages of closing on financing to facilitate the redevelopment of the property into a boutique hotel. One of the primary needs to support the redevelopment of the property is adequate parking.

The Common Council of the City of Elkins recently adopted resolution #1464 which dedicated 40 parking spaces in the Seneca Mall parking lot adjacent to the Hotel for a term of five years to support redevelopment of the property. Section 152.163 of the current zoning ordinance requires one parking or garage space for each four guest bedrooms and, pursuant to the resolution, the Tygart Hotel project easily satisfies this requirement. However, Table 21-115(f): Minimum Parking

Spaces Required of proposed new ordinance provides that hotels, motels, etc. are required to maintain "one parking space per guest room and one space for each three employees. One (1) space per three persons to the maximum capacity of the largest banquet or meeting room."

Given the temporary nature of resolution #1464, the proposed changes could have a significant impact on the ability of the owner to secure necessary financing to complete the project. We are writing to request that the Planning Commission consider delaying the adoption of the ordinance as it relates to this issue until such time that the owner has had an adequate opportunity to review the full impact of this change on the project and meet with the city to discuss, or, in the alternative, consider adopting alternative mechanisms or variances which would allow for the hotel to satisfy the revisions to the ordinance without jeopardizing its financing.

Please feel free to contact me with any questions or concerns about this comment.

Very truly,

Joshua L. Jarrell
Attorney at Law
Steptoe & Johnson PLLC
400 White Oaks Boulevard
Bridgeport, WV 26330
O: 304-933-8112 C: 703-899-6262

joshua.jarrell@steptoe-johnson.com
www.steptoe-johnson.com

Comment 2:

January 20, 2022

Dear Zoning Committee Members:

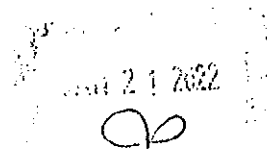
Based on the fact that your committee has been working on modifications to the existing zoning codes for the city of Elkins, we feel the need to express our views and opinions as it relates to the area/district where we currently live. The area which is currently known as the Wees Historic District was established about 15 years ago and is listed in the National Historic Register. This area is a historic and very desirable area of Elkins to live in.

My wife (Suellen) and I have lived at 316 Buffalo Street, Elkins, WV for the past 22 years. We feel that we are well established in our community. After moving here 22 years ago and making extensive restorations and improvements to our home, Suellen and I became involved in various activities, committees and organizations that would continue to further the growth and establish the City of Elkins as a desirable community to live in.

Suellen was a member of a small committee that spent countless hours/months gathering information, making proposals and traveling for the Wees Historic project. She was one of three grant administrators for this project. This committee was instrumental in establishing the Wees Historic District and getting the national recognition. Also, Suellen was instrumental in the design and fund raising to purchase new Wees Historic District street signs that were donated to the city and are now proudly attached to every street sign in the Wees Historic District. I've outlined the history above in an effort to demonstrate our commitment, loyalty and dedication to this community.

With that being said, my reason for writing this letter is to advise the zoning committee of our opinion and objection to certain zoning changes should they arise. Our biggest concern is the property located at 318 Buffalo Street; the Warfield B&B. Even though this property has not been operating as a B&B for over 12 months, it was previously established as a B&B for overnight guest. Suellen and I purchased our home next door knowing it was a B&B. We do not object to it continuing as a B&B. However, it has recently been sold and there has been talk by the new owners that they want to establish this property as restaurant to serve lunches and brunches; open to the public as well as their overnight guest. If allowed, this would constitute a major change from previous zoning codes and it would have a major negative impact on our community. This area is a well establish Historic District and we (and our neighbors) wish to preserve it as such, while maintaining the integrity, continuity and beauty that it has given to our community for over 100 years. We and the people in our area strongly oppose any change to the zoning codes that would allow this type of change to occur. Thank you for your time and consideration to this matter.

Larry & Suellen Gross



Jan 21 2022

MINUTES

Woods **MOVED APPROVAL OF THE MINUTES OF THE JANUARY 10, 2022 MEETING.** The motion carried.

NEW BUSINESS

A. *Election of Officers*

The chair opened the floor for nominations for commission chair.

Talbott nominated Bross-Fregonara for chair. Woods nominated Kolsun for chair.

Kolsun MOVED CLOSING THE FLOOR FOR NOMINATIONS FOR CHAIR. The motion carried.

In a voice vote, Bross-Fregonara received three votes (Bross-Fregonara, Somers, Talbott).

In a voice vote, Kolsun received two votes (Kolsun, Woods).

Bross-Fregonara was elected chair.

The chair opened the floor for nominations for commission vice-chair.

Bross-Fregonara nominated Talbott. There were no other nominations.

Kolsun MOVED CLOSING THE FLOOR FOR NOMINATIONS AND CERTIFYING TALBOTT AS VICE CHAIR BY UNANIMOUS ACCLAMATION. On the advice of the city attorney, a voice vote was also taken. The motion carried.

Talbott was elected vice-chair.

B. *Consideration of appointment to vacancy*

Through discussion, the commission reached consensus to postpone discussion of candidates for appointment to the vacant seat.

C. *Review, consider, and discuss changes to the final draft zoning ordinance*

DeMuth will revise the current definition of B&B to clarify that all food preparation is for guests and/or private parties.

Because of the decision at the previous meeting to recommend that the property recently purchased by the RCDA from the IOOF be zoned industrial instead of agricultural, the city is left with no proposed agricultural zones. DeMuth will revise the proposed ordinance accordingly.

The commission did not take up agenda items D-I due to time constraints.

ANNOUNCEMENTS

The next meeting of the Planning Commission will be held February 1 at 1 p.m. to discuss candidates for appointment to the vacant seat.

ADJOURNMENT

B. Woods **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 2:35 p.m.

The foregoing minutes were approved at the meeting of Mar. 10, 2022

Nanci Brass-Fregonara, President
Name & Title

Nanci Brass-Fregonara
Signature

ELKINS PLANNING COMMISSION MEETING MINUTES

Virtual

February 1, 2022

5:00 p.m.

Present were Members: N. Bross-Fregonara, chair; D. Talbott; J. Marco; K. Somers; B. Woods; and P. Kolsun

Also present: City Clerk J. Sutton

NEW BUSINESS

D. Talbott **MOVED APPROVAL TO ENTER INTO EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSION PROSPECTIVE APPOINTEES TO THE COMMISSION VACANCY. The motion carried.** The commission entered executive session at 5:09 p.m. and returned at 5:29 p.m. The chair announced that no action was taken.

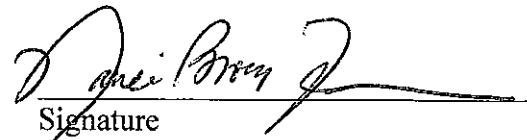
D. Talbott **MOVED APPROVAL OF A RECOMMENDATION TO CITY COUNCIL FOR THE APPOINTMENT OF VANCE JACKSON TO THE VACANCY WITH A TERM ENDING DECEMBER 31, 2024. The motion carried.**

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

The meeting adjourned at 5:31 p.m.

The foregoing minutes were approved at the meeting of Mar. 10, 2022

Nanci Bross-Fregonara, President
Name & Title


Signature

WATER BOARD REGULAR MEETING MINUTES

*401 Davis Avenue
City Hall, Council Chambers
February 22, 2022
4:00 p.m.*

Present were Board Members: Mayor J. Marco; C. Preusch; M. Marstiller; and S. Bennett

Also present were: Chief Water Operator W. Lambert; Treasurer T. Judy; Operations Assistant (recording secretary) M. Himes; City Attorney G. Roberts; and GIS Technician B. Martin

C. Toney was absent.

PUBLIC COMMENT

GIS Technician B. Martin reported on the progress of the Citizen Problem Reporter application. Anyone who sees a water related problem can report via this application. Ben will maintain the application and tend to any issues, while Chief Water Operator W. Lambert will have access to see the issues and take action.

MINUTES

M Marstiller, **MOVED APPROVAL OF THE MINUTES OF THE JANUARY 25, 2022, MEETING.** The motion carried.

REPORTS

Chief Water Operator W. Lambert reported crews worked on Wilson Lane to get lines capped relating to the Firefly Commons project; meetings were held with John Harper from the PSC regarding the IOOF property and the alternate main line water extension; quotes were received from contractors to work on the Flood Control property; letters will go out to customers to get remaining water meters changed out; Water Fund replaced an F-250 truck for a Dodge Ram and also purchased a used Nissan Titan; WVDHHR site visit is upcoming and a report will be available to the Board at the next meeting; crews repaired 8 water leaks this month.

T. Judy provided the following final statements as of January 31, 2022:

**Elkins Water Board
Income Statement
For the Period Ending January 31, 2022**

Total Revenue	\$268,064.76
Total Expenses	<u>\$278,052.44</u>
Net Profit/(Loss)	(\$9,987.68)
Balance in Water Account	\$55,485.52
Balance in Water Depreciation Account	\$138,667.26
Balance in Water O/M Account	\$177,515.82

TRJ 2/3/2022

UNFINISHED BUSINESS

Chief Water Operator W. Lambert reported the discussion on the City of Elkins Personnel Manual will be held at the next meeting.

NEW BUSINESS

C. Preusch , MOVED APPROVAL OF CRIM LAW OFFICE, P.L.L.C. INVOICE NO. 244 IN THE AMOUNT OF \$180.00. The motion carried.

C. Preusch , MOVED APPROVAL OF CRIM LAW OFFICE, P.L.L.C. INVOICE NO. 253 IN THE AMOUNT OF \$460.00. The motion carried.

C. Preusch , MOVED APPROVAL OF CRIM LAW OFFICE, P.L.L.C. INVOICE NO. 263 IN THE AMOUNT OF \$440.00. The motion carried.

M. Marstiller, MOVED APPROVAL OF THE BURGESS & NIPLE PROPOSAL FOR PROFESSIONAL SERVICES FOR WATER & WASTEWATER NEEDS ASSESSMENT TO BE PAID BY ARPA FUNDS FOR BOTH WATER AND SEWER IN THE AMOUNT OF \$24,900.00 The motion carried.

S. Bennett inquired if the City offers payment plans since the report at the last meeting of the Water Fund being in the red. T. Judy reported payment plans are an option, but there are requirements to follow when implementing the plan and the customer cannot always meet the requirements.

S. Bennett reported that he attends Midland PSD meetings and learned that the Midland PSD meter was estimated. S. Bennett asked if there was a reason for the estimations. T. Judy agreed to

talk with Utility Billing staff to gain information and send out that information to the Board members.

S. Bennett inquired about the lead and copper compliance. Chief Water Operator W. Lambert reported the water operators feed corrosion inhibitor per the WV DHHR.

ANNOUNCEMENTS

City Attorney G. Roberts reported on a formal PSC complaint filed by a customer regarding an alleged malfunctioning meter. John Harper from the PSC visited to testing the meter and it was accurate.

M. Marstiller , **MOVED ADJOURNMENT. The motion carried.**

The meeting adjourned at 5:06 p.m.

The foregoing minutes were approved at the meeting of March 22, 2022

Jerry A Marco - Mayor
Name & Title

Jerry A Marco
Signature

VENDOR SET: 01 Elkins
 BANK: FINST Financial Stabilization
 DATE RANGE: 3/14/2022 THRU 4/01/2022

VENDOR I.D.	NAME	CHECK STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00140	City of Elkins							
	I-Trans Fin Stab							
	transfer for paving	R	3/23/2022	200,000.00		000010		200,000.00

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	200,000.00	0.00	200,000.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

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

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash
 DATE RANGE: 3/14/2022 THRU 4/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00741	Great-West Trust Company LLC							
I-VF 202203211303	Voya	D	3/21/2022	420.00		003484		
I-VF2202203211303	Voya AT	D	3/21/2022	50.00		003484		470.00
00034	ATCO International							
I-I0591498	Plant/Maint Supplies	R	3/16/2022	1,023.39		011343		
I-I0592431	Mop heads/Broom handle	R	3/16/2022	262.76		011343		1,286.15
00047	Truist Governmental Finance							
I-00004 032722	9948000234-04 032722	R	3/16/2022	2,256.75		011344		
I-00005 032422	9948000234-05 032422	R	3/16/2022	2,596.05		011344		4,852.80
00063	Biser's Radio Service							
I-15553	Radio/Install	R	3/16/2022	455.00		011345		455.00
00075	Encova Insurance							
I-36261396	WCB 020222-030122	R	3/16/2022	6,090.00		011346		6,090.00
00202	Davis Trust Company							
I-12755 032222	3113776-12755 032222	R	3/16/2022	4,256.84		011347		
I-DD Fees 030822	Direct Deposit Fees	R	3/16/2022	200.00		011347		4,456.84
00211	Depot Welcome Center							
I-H/M Jan 2022	Hotel/Motel Collectn 01/2022	R	3/16/2022	4,058.23		011348		4,058.23
00267	Fastenal Company							
I-167181	12 Safety Glasses	R	3/16/2022	139.95		011349		139.95
00288	Garrett Industrial Supply Inc							
I-3387488	rags/gloves/lens cleaners/flag	R	3/16/2022	180.74		011350		180.74
00314	Guttman Energy, Inc.							
I-F61737496	Fleet Fuel 022822-030622	R	3/16/2022	3,504.03		011351		3,504.03
00430	Jonathan Distefano dba Mainten							
I-1019	keys	R	3/16/2022	45.00		011352		45.00
00465	Steve's Electrical Service LLC							
I-202179	Labor 020422-021122	R	3/16/2022	1,600.00		011353		
I-202180	Labor/Parts 021022-021722	R	3/16/2022	1,654.75		011353		
I-202182	02/17/22-03/03/22	R	3/16/2022	2,100.00		011353		
I-202183	Welder hookup and cord	R	3/16/2022	925.00		011353		6,279.75

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash
 DATE RANGE: 3/14/2022 THRU 4/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00471	Mon Power							
I-CITYPK 033122	City Park 020822-030922	R	3/16/2022	5.68		011354		5.68
00483	Mountain Valley Bank							
I-1202553-21 032822	1202553-21 032822 42/84	R	3/16/2022	2,369.18		011355		2,369.18
00484	Mountaineer Gas Company							
I-030122	Nat'l Gas 022522	R	3/16/2022	15,995.05		011356		15,995.05
00590	Reserve Account - Pitney Bowes							
I-PSTGALLOC 02/22	Postage Allocation Feb 2022	R	3/16/2022	333.05		011357		333.05
00636	Steven C. Rodeheaver							
I-11719	brushes/mops/sno rake/squeegee	R	3/16/2022	451.00		011358		451.00
00779	Woodford Oil Company							
I-4286533-WaterDist	Blue Sky DEF 55/1	R	3/16/2022	373.00		011359		
I-4288702	CHV Hyd Oil AW 46 5/1	R	3/16/2022	65.75		011359		438.75
00884	Colonial Court Service Station							
I-566988	4 tires 2016 F250 FD TK	R	3/16/2022	1,040.00		011360		1,040.00
01390	Phoenix Solutions, LLC							
I-3874	Chemicals	R	3/16/2022	2,670.00		011361		
I-3900 3901	Chemicals	R	3/16/2022	8,434.35		011361		11,104.35
01594	Pace Analytical Services LLC							
I-2230337977	Feb 22 Contract Lab	R	3/16/2022	728.00		011362		
I-227388643	73104724/4881/4942/5214/7238	R	3/16/2022	672.50		011362		1,400.50
01681	DataMax Corporation							
I-02282022	Collections BL Feb 2022	R	3/16/2022	2,354.49		011363		2,354.49
01697	C-Com LLC							
I-654129	Maint/Repair 011022-011422	R	3/16/2022	2,212.50		011364		
I-654130	Maint/Repairs 02/14-02/1822	R	3/16/2022	1,650.00		011364		
I-654131	Maint/Repairs 2/21/22-2/25/22	R	3/16/2022	1,200.00		011364		5,062.50
01727	Enterprise FM Trust							
I-FBN4417239	Fleet Leases 030322	R	3/16/2022	26,183.84		011365		26,183.84
01790	Crim Law Office PLLC							
I-224	WB Attny Serv 07/2021	R	3/16/2022	180.00		011366		
I-253	WB Attny Serv 09/2021	R	3/16/2022	460.00		011366		
I-263	WaterBd Attny Serv 11/2021	R	3/16/2022	440.00		011366		1,080.00

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash
 DATE RANGE: 3/14/2022 THRU 4/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02104	Northern Eagle Inc							
I-0679751	WaterDist Palet of water	R	3/16/2022	252.00		011367		252.00
02256	Zoro.com							
I-10759983	Submersible Sump Pump	R	3/16/2022	499.12		011368		499.12
02260	Earthworks Excavators LLC							
I-2282022	Sewer Relocation	R	3/16/2022	8,000.00		011369		8,000.00
00116	Child Support Enforcement							
I-CDS202203211303	Child Support	R	3/21/2022	528.00		011370		528.00
00121	Citizens Bank of WVFP							
I-FP 202203211303	Fire Pension	R	3/21/2022	490.10		011371		490.10
00122	Citizens Bank of WVFP							
I-PP 202203211303	Police Pension	R	3/21/2022	158.08		011372		
I-PPN202203211303	Police Pension-2010 Forward	R	3/21/2022	385.85		011372		543.93
00147	COE Misc							
I-MIS202203211303	Misc Reimbursements	R	3/21/2022	199.36		011373		199.36
00150	COE Payroll							
I-T1 202203211303	Federal Withholding	R	3/21/2022	11,408.56		011374		11,408.56
00151	COE Payroll							
I-T3 202203211303	FICA	R	3/21/2022	12,778.76		011375		
I-T4 202203211303	Medicare	R	3/21/2022	4,277.72		011375		17,056.48
00152	COE Payroll							
I-T2 202203211303	State Withholding	R	3/21/2022	5,727.00		011376		5,727.00
00203	Davis Trust Company							
I-CC 202203211303	Employee Christmas Club	R	3/21/2022	1,800.00		011377		1,800.00
00747	Washington National Insurance							
I-WN 202203211303	Washington National Insurance	R	3/21/2022	879.47		011378		879.47
00837	COE Payroll Reimbursement							
I-001202203211303	Payroll Reimbursement	R	3/21/2022	64,343.08		011379		
I-006202203211303	Payroll Reimbursement	R	3/21/2022	4,484.76		011379		
I-400202203211303	Payroll Reimbursement	R	3/21/2022	16,934.20		011379		
I-401202203211303	Payroll Reimbursement	R	3/21/2022	13,762.76		011379		
I-404202203211303	Payroll Reimbursement	R	3/21/2022	8,379.92		011379		107,904.72

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash
 DATE RANGE: 3/14/2022 THRU 4/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01885	Colonial Life							
I-CL 202203211303	Colonial Life-AT	R	3/21/2022	122.06		011380		
I-CLP202203211303	Colonial Life-PT	R	3/21/2022	52.52		011380		174.58
00150	COE Payroll							
I-T1 202203211304	Federal Withholding	R	3/21/2022	802.64		011381		802.64
00151	COE Payroll							
I-T3 202203211304	FICA	R	3/21/2022	984.94		011382		
I-T4 202203211304	Medicare	R	3/21/2022	230.36		011382		1,215.30
00152	COE Payroll							
I-T2 202203211304	State Withholding	R	3/21/2022	394.00		011383		394.00
00837	COE Payroll Reimbursement							
I-001202203211304	Payroll Reimbursement	R	3/21/2022	2,869.15		011384		
I-404202203211304	Payroll Reimbursement	R	3/21/2022	3,210.35		011384		6,079.50
00006	APLAC							
I-AF 202203081302	Aflac-After Tax Ins	R	3/22/2022	51.48		011385		
I-AF 202203211303	Aflac-After Tax Ins	R	3/22/2022	51.48		011385		
I-AFL202203081302	Aflac Insurance	R	3/22/2022	99.30		011385		
I-AFL202203211303	Aflac Insurance	R	3/22/2022	99.30		011385		301.56
00242	Elkins Professional Firefighte							
I-EPP202203081302	Elkins Professional FF	R	3/22/2022	90.00		011386		
I-EPP202203211303	Elkins Professional FF	R	3/22/2022	90.00		011386		180.00
00591	Retiree Health Benefit Trust F							
I-RChenoweth 3/22	RChenoweth 03/2022	R	3/22/2022	48.00		011387		
I-RHB202203211303	Retiree Health Benefit Trust	R	3/22/2022	3,408.00		011387		
I-RHBT MAR 2022	Retirees March 2022	R	3/22/2022	2,176.80		011387		5,632.80
00792	WV Consolidated Retirement Boa							
I-RTD202203081302	Retirement	R	3/22/2022	6,707.14		011388		
I-RTD202203211303	Retirement	R	3/22/2022	6,724.37		011388		
I-RTD202203211304	Retirement	R	3/22/2022	190.97		011388		13,622.48
00805	FBMC							
I-MFB202203081302	Mt. Flex Benefit	R	3/22/2022	1,646.61		011389		
I-MFB202203211303	Mt. Flex Benefit	R	3/22/2022	1,646.61		011389		
I-RChen 03/2022	RChenoweth 03/2022	R	3/22/2022	55.60		011389		3,348.82

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash
 DATE RANGE: 3/14/2022 THRU 4/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00810	WV Public Employee Insurance A							
	I-Admn Gassnola Admn Fees-L Gassnola	R	3/22/2022	50.00		011390		
	I-Admn Sanson Admn Fee J Sanson	R	3/22/2022	50.00		011390		
	I-BL 202203211303 Basic Life Benefit	R	3/22/2022	184.00		011390		
	I-BL1202203211303 Basic Life Benefit +	R	3/22/2022	1.30		011390		
	I-DL 202203081302 Dependent Life	R	3/22/2022	88.24		011390		
	I-DL 202203211303 Dependent Life	R	3/22/2022	88.24		011390		
	I-HPA202203081302 Ins-Health Plan A	R	3/22/2022	719.00		011390		
	I-HPA202203211303 Ins-Health Plan A	R	3/22/2022	719.00		011390		
	I-ICA202203081302 Ins - Emp/Child-Plan A	R	3/22/2022	901.00		011390		
	I-ICA202203211303 Ins - Emp/Child-Plan A	R	3/22/2022	901.00		011390		
	I-ICB202203081302 Ins- Emp/child - Plan B	R	3/22/2022	792.00		011390		
	I-ICB202203211303 Ins- Emp/child - Plan B	R	3/22/2022	792.00		011390		
	I-IFA202203081302 Ins - Family - Plan A	R	3/22/2022	12,468.00		011390		
	I-IFA202203211303 Ins - Family - Plan A	R	3/22/2022	12,468.00		011390		
	I-IFB202203081302 Ins - Family - Plan B	R	3/22/2022	6,769.00		011390		
	I-IFB202203211303 Ins - Family - Plan B	R	3/22/2022	6,769.00		011390		
	I-IFD202203081302 Ins-Fam-Plan B - Post Tax	R	3/22/2022	450.50		011390		
	I-IFD202203211303 Ins-Fam-Plan B - Post Tax	R	3/22/2022	450.50		011390		
	I-ISA202203081302 Ins - Single - Plan A	R	3/22/2022	3,510.00		011390		
	I-ISA202203211303 Ins - Single - Plan A	R	3/22/2022	3,510.00		011390		
	I-ISB202203081302 Ins-Single - Plan B	R	3/22/2022	2,304.50		011390		
	I-ISB202203211303 Ins-Single - Plan B	R	3/22/2022	2,304.50		011390		
	I-OL 202203081302 Optional Life	R	3/22/2022	322.80		011390		
	I-OL 202203211303 Optional Life	R	3/22/2022	322.80		011390		
	I-RChen 03/22 RChenoweth Health 3/2022	R	3/22/2022	1,196.10		011390		
	I-TOP202203081302 Tobacco Surcharge Family	R	3/22/2022	375.00		011390		
	I-TOP202203211303 Tobacco Surcharge Family	R	3/22/2022	375.00		011390		
	I-TOS202203081302 Tobacco Surcharge Single	R	3/22/2022	175.00		011390		
	I-TOS202203211303 Tobacco Surcharge Single	R	3/22/2022	175.00		011390		59,231.48
00952	WV Consolidated Retirement Boa							
	I-RTF202203081302 Retirement	R	3/22/2022	2,355.62		011391		
	I-RTF202203211303 Retirement	R	3/22/2022	2,138.16		011391		
	I-RTN202203081302 Retirement	R	3/22/2022	3,709.58		011391		
	I-RTN202203211303 Retirement	R	3/22/2022	3,460.24		011391		11,663.60
00993	WV Consolidated Retirement Boa							
	I-RT6202203081302 Retirement 6%	R	3/22/2022	7,823.40		011392		
	I-RT6202203211303 Retirement 6%	R	3/22/2022	8,288.72		011392		16,112.12
00234	Elkins Babe Ruth League							
	I-ckrequest3/2022 bleachers at Bluegrass	R	3/23/2022	40,000.00		011393		40,000.00

VENDOR SET: 01 Elkins
 BANK: Pool Pooled Cash

DATE RANGE: 3/14/2022 THRU 4/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00465	Steve's Electrical Service LLC							
I-202178	labor for Barron Ave damage	R	3/23/2022	1,500.00		011394		1,500.00
00102	Central Supply Company of WV							
I-484678	Sakrete Concrete Mix	R	3/23/2022	616.80		011395		
I-550965	Tools	R	3/23/2022	784.73		011395		
I-99622	10 yd concrete	R	3/23/2022	2,032.70		011395		3,434.23
00169	Assured Partners of West Virgi							
I-17305	4th Qtr Package Inst	R	3/23/2022	33,194.00		011396		
I-17312	4th Qtr Professional Inst	R	3/23/2022	3,565.00		011396		
I-17316	4th Qtr Excess	R	3/23/2022	2,639.00		011396		39,398.00
00287	Garrett Equipment Rentals, LLC							
I-59295	Salt Truck parts	R	3/23/2022	929.78		011397		929.78
00396	Kay Casto & Chaney PLLC							
I-137548	PSC Invest Suddenlink 02/2022	R	3/23/2022	420.50		011398		
I-137549	Suddenlink Renewal 02/2022	R	3/23/2022	432.00		011398		852.50
00419	Laurel Mountain Construction							
I-022322-3	Materials/Labor LS11	R	3/23/2022	684.00		011399		684.00
00446	McCarty's Septic Service							
I-A10821	Sludge Removal	R	3/23/2022	15,150.00		011400		15,150.00
00465	Steve's Electrical Service LLC							
I-202186	Labor 030322-031022	R	3/23/2022	2,000.00		011401		2,000.00
00471	Mon Power							
I-RRAVE 031622	RR Ave 021122-031422	R	3/23/2022	7.70		011402		7.70
00688	Terra Flora Landscaping							
I-5023	3 trees, labor	R	3/23/2022	330.00		011403		330.00
00707	Trickett Hardware, Inc.							
I-4466	Misc Hardware/Keys/Batteries	R	3/23/2022	278.20		011404		278.20
00730	Valley Steel							
I-15250	ArgonOxygenAcetylene Cyl Lease	R	3/23/2022	1,281.67		011405		1,281.67
01390	Phoenix Solutions, LLC							
I-3912	Chemicals	R	3/23/2022	3,584.37		011406		3,584.37

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 3/14/2022 THRU 4/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01447	Heritage Fire Equipment							
I-4630	Hydrant Gate Valve	R	3/23/2022	922.80		011407		922.80
01697	C-Com LLC							
I-654132	Maint/Repairs 022822-030422	R	3/23/2022	2,175.00		011408		2,175.00
01751	COE WWTP							
I-202202241794	Backwash Jan 2022	R	3/23/2022	791.69		011409		
I-202203091903	Feb 2022 Backwash WTP	R	3/23/2022	874.39		011409		1,666.08
01764	Marilyn Cuonzo							
I-REIMB 032122	Reimb Keys/holders Darden Hse	R	3/23/2022	6.94		011410		6.94
01824	Xerox Financial Services							
I-3125632	Lease pmt 022822-032922	R	3/23/2022	315.00		011411		315.00
02251	H&K Equipment Inc							
I-1FS97053	Push Around Vertical Lift	R	3/23/2022	10,134.00		011412		10,134.00
01489	Adkins Home Center, Inc.							
I-550965	Wrenches/Screwdrvr/RB400	R	3/23/2022	784.73		011413		784.73
02157	Jerry A Marco							
I-Trvl 0313-031722	Meeting-Washington DC	R	3/29/2022	259.74		011414		259.74
02298	Alexander Cheuvront							
I-Exp 032422	CDL Test/License	R	3/29/2022	253.75		011415		253.75

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	73	499,162.99	0.00	499,162.99
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	470.00	0.00	470.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: Pool TOTALS:	74	499,632.99	0.00	499,632.99
BANK: Pool TOTALS:	74	499,632.99	0.00	499,632.99

VENDOR SET: 01 Elkins
 BANK: WATDP Water Depreciation
 DATE RANGE: 3/14/2022 THRU 4/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00900	National Road Utility Supply,							
I-332510	6" connections	R	3/23/2022	6,609.24		000043		
I-332838	setters, inserts, vaults	R	3/23/2022	10,813.24		000043		
I-332839	saw, chain, feed	R	3/23/2022	4,482.43		000043		
I-332840	couplings	R	3/23/2022	7,107.12		000043		29,012.03

*** TOTALS ***

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	29,012.03	0.00	29,012.03
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: WATDP TOTALS:	1	29,012.03	0.00	29,012.03
BANK: WATDP TOTALS:	1	29,012.03	0.00	29,012.03
REPORT TOTALS:	76	728,645.02	0.00	728,645.02

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 3/14/2022 THRU 4/01/2022
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1509)
April 7, 2022

Amending the City of Elkins Personnel Policy Ch. 8.D: Holiday Pay

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

WHEREAS, Council’s Personnel Committee, after consultation with Administrative Officers and the City Attorney, has recommended changes to the manual’s policies in Chapter 8.D. to align city policies with W.Va. State Code regarding holiday pay for civil-service employees; and,

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

RESOLVED, that the Elkins Common Council hereby adopts and implements the recommended changes to the City of Elkins Personnel Manual’s policies in Chapter 8.D., with immediate effect.

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk

Agenda Item Report

Meeting Date	April 7, 2022
Agenda Item Name	Personnel Manual Ch. 8.D: Holiday Pay
Recommended by	Personnel Committee, City Attorney, Fire Chief and Police Chief
Summary	At the Personnel Committee meeting of January 13, 2022, City Attorney G. Roberts advised the committee of litigation occurring in other WV municipalities regarding holiday compensation for firefighters. The argument is that some municipal codes are not compatible with WV State Code. Ms. Roberts, Chief Himes, and Chief Bennett all agree that the current personnel policy is close but needs some adjustment to be compliant. At the Personnel Committee meeting held March 10, 2022, the attached policy was unanimously recommended.
Fiscal Impact	This will increase the amount of holiday pay for civil-service firefighters and police officers based on their scheduled shifts. Projections can be provided upon request.
Attachments	Current Ch. 8.D and proposed changes to the same W.Va. Code §8-15-10a W.Va. Code §8-14-2a
Recommendation	Amend Ch. 8.D to reflect the WV Code requirements for police and fire civil service employees as shown on the attachment.

Current policy

8. D: Holiday Pay

Employees required to work on holidays shall receive pay at the rate of one and one-half times regular pay plus the holiday shall be counted as part of the regular work week, i.e., an employee would be paid 20 hours pay for an 8 hour work period on that day. In the event that work on a holiday is also overtime work (by reason of having worked 40 hours in a work week), no additional compensation shall be provided. Time worked on a holiday in excess of eight hours shall be compensated at the rate of the normal time and one-half or be taken as compensatory time - in such case the 40 hour per week rule must be met.

The above provisions do not apply to Administrative Officers since they do not normally receive overtime pay.

Proposed changes (in yellow)

8. D: Holiday Pay

Non civil service employees required to work on holidays shall receive pay at the rate of one and one-half times regular pay plus the holiday shall be counted as part of the regular work week, i.e., an employee would be compensated for 20 hours for an 8-hour work period on that day. If work on a holiday is also overtime work (by reason of having worked 40 hours in a work week), no additional compensation shall be provided. Time worked on a holiday in excess of eight hours shall be compensated at the rate of the normal time and one-half or be taken as compensatory time - in such case the 40 hour per week rule must be met.

Civil service firefighters shall be compensated in accordance with §8-15-10a of W.Va. Code.
Civil service police officers shall be compensated in accordance with §8-14-2a of W.Va. Code.

The above provisions do not apply to Administrative Officers since they do not normally receive overtime pay.

CHAPTER 8. MUNICIPAL CORPORATIONS.

ARTICLE 15. FIRE FIGHTING; FIRE COMPANIES AND DEPARTMENTS; CIVIL SERVICE FOR PAID FIRE DEPARTMENTS.

§8-15-10a. Firemen who are required to work during holidays; how compensated.

From the effective date of this section, if any member of a paid fire department is required to work during a legal holiday as is specified in subsection (a), section one, article two, chapter two of this code, or if a legal holiday falls on the member's regular scheduled day off, he or she shall be allowed equal time off at such time as may be approved by the chief executive officer of the department under whom he or she serves or, in the alternative, shall be paid at a rate not less than one and one-half times his or her regular rate of pay: Provided, That if a special election of a political subdivision other than a municipality falls on a Saturday or Sunday, the municipality may choose not to recognize the day of the election as a holiday if a majority of the municipality's city council votes not to recognize the day of the election as a holiday.

CHAPTER 8. MUNICIPAL CORPORATIONS.

ARTICLE 14. LAW AND ORDER; POLICE FORCE OR DEPARTMENTS; POWERS, AUTHORITY AND DUTIES OF LAW-ENFORCEMENT OFFICIALS AND POLICEMEN; POLICE MATRONS; SPECIAL SCHOOL ZONE AND PARKING LOT OR PARKING BUILDING POLICE OFFICERS; CIVIL SERVICE FOR CERTAIN POLICE DEPARTMENTS.

§8-14-2a. Policemen who are required to work during holidays; how compensated.

From the effective date of this section, if any municipal police officer is required to work during a legal holiday as is specified in subsection (a), section one, article two, chapter two of this code, or if a legal holiday falls on the police officer's regular scheduled day off, he or she is allowed equal time off at a time as may be approved by the chief of police under whom he or she serves or, in the alternative, shall be paid at a rate not less than one and one-half times his or her regular rate of pay: Provided, That if a special election of a political subdivision other than a municipality falls on a Saturday or Sunday, the municipality may choose not to recognize the day of the election as a holiday if a majority of the municipality's city council votes not to recognize the day of the election as a holiday.

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1510)
April 7, 2022

Amending the City of Elkins Personnel Policy Ch. 5: Salaries & Wages; Benefits & Deductions

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

WHEREAS, Council’s Personnel Committee, after consultation with Administrative Officers and the City Attorney, has recommended changes to the manual’s policies in Chapter 5: Salaries & Wages; Benefits & Deductions to include Section H: Longevity Pay, and make permanent annual longevity pay for all eligible employees; and,

WHEREAS, Council’s Personnel Committee, after consultation with the Police Chief, recommends elimination of a longevity pay policy for members of the Elkins Police Force motioned, seconded and approved by majority vote at the August 17, 1989, meeting of the Elkins Common Council; and,

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

RESOLVED, that the Elkins Common Council hereby adopts and implements the recommended changes to the City of Elkins Personnel Manual’s policies in Chapter 5, with immediate effect; **and be it**

FURTHER RESOLVED, that the Elkins Common Council hereby eliminates the longevity pay policy for members of the Elkins Police Force, adopted on August 17, 1989.

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk

Agenda Item Report

Meeting Date	April 7, 2022
Agenda Item Name	Longevity Pay Policy
Recommended by	Personnel Committee and Administrative Officers
Summary	<p>Guidance from the W.V. Auditor's Office suggests that the "employee stipend" approved by council in past years violates Article VI of the W.V. Constitution: Salaries of officials cannot be increased during official terms, and W.Va. code §12-3-13: Salaries not to be paid until services rendered.</p> <p>Additionally, previous policy was still intact that granted longevity pay of \$1 per month times years of service up to twenty to members of the Elkins Police Force. Police Chief Bennett and the Personnel Committee are in favor of ending this additional longevity pay.</p>
Fiscal Impact	Adoption of longevity pay as part of employees' salary will make permanent the annual payment. Whereas in the past it was determined by council annually based on available funds.
Attachments	Proposed changes to the Personnel Manual Email from Shellie Humphrey of the WVSAO August 17, 1989, council meeting minutes
Recommendation	Adoption of longevity pay policy as presented

Proposed changes

Adding section H to Chapter 5: Salaries & Wages; Benefits; & Deductions

5. H: Longevity Pay

The purpose of this policy is to ensure uniform adherence to the established procedures for compensating eligible employees of the city and its spending units.

All administrative officers, and full-time and part-time regular employees, including civil service employees are eligible to receive an annual longevity pay based on years of service, providing they have completed the initial probationary period as of August 31. This provision does not apply to employees who are serving a probationary period due to transfer, promotion, or demotion into a different position.

Longevity pay will be issued to eligible employees during the month of October of each year based on the following years of service.

<u>Length of Service Time</u>	<u>Full-time</u>	<u>Part-time</u>
0-20 years	\$500.00	\$250.00
Over 20 years	\$750.00	\$375.00

From: Shellie Humphrey <Shellie.Humphrey@wvsao.gov>

Sent: Monday, November 15, 2021 2:38 PM

To: Tracy Judy <tjudy@cityofelkinswv.com>

Cc: LGS-List <LGS@wvsao.gov>

Subject: RE: Stipend

A stipend, or a bonus, or any kind of a one-time payment is not legal at all, regardless of the source of funds.

Regarding any type of incentive/bonus/stipend payment by a local government I offer the following information:

Article VI Section 38 of the WV Constitution states:

6-38. Salaries of officials cannot be increased during official terms.

No extra compensation shall be granted or allowed to any public officer, agent, servant or contractor, after the services shall have been rendered or the contract made; nor shall any Legislature authorize the payment of any claim or part thereof, hereafter created against the state, under any agreement or contract made, without express authority of law; and all such unauthorized agreements shall be null and void. Nor shall the salary of any public officer be increased or diminished during his term of office, nor shall any such officer, or his or their sureties be released from any debt or liability due to the state: Provided, the Legislature may make appropriations for expenditures hereafter incurred in suppressing insurrection, or repelling invasion.

WV Code §12-3-13 states:

§12-3-13. Salaries not to be paid until services rendered.

No money shall be drawn from the treasury to pay the salary of any officer or employee before his services have been rendered.

Based on these two pieces of information it is our opinion that a one-time payment cannot be legally paid to an employee of a local government.

It is acceptable to institute increment pay also known as longevity pay. This would need to be a policy passed by council that continues from one year to the next. It cannot simply be for one year. For example the State's Longevity pay policy is for each employee to receive \$60 multiplied by their years of service. This payment is made with the fiscal year, not the calendar year so it is not paid in December. This payment is run through payroll and necessary taxes are withheld. Since it is a continuing policy, it is an acceptable practice. It is not a one-time bonus.

We always encourage entities to consult with their own legal counsel.

For additional information I have attached a court case where an elected official was directed to reimburse a county for bonuses authorized by that elected official.

Let us know if we can be of further service to you.

Shellie Humphrey, CPA, AFI, CGFM
Budget-Finance Specialist
Local Government Services

West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26301
Phone 304-627-2415 x5119
Fax 304-340-5090
Alternate phone 304-558-2261x5119

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MINUTES
REVIEWED-
McCLURE
PROPERTY ISSUE:

C'w Burks said in her review of the minutes from the last meeting, the Mayor was to see why Dr. McClure's property has not been cut and she was wondering what he found out. Mayor Shepler told the Council the property will be cut next week. C'w Burks also said that someone was supposed to check with the Power Company about having the trees and leaves cut on Orchard Street. C'm Jones said that he thought it had been taken care of that day.

PERCHAN'S
CLEAN UP

C'm Rowe brought the issue up about Mr. Perchan's property and wanted to know what we were going to do about it. Mayor told Council he does not own the property. Where the building sets belongs to Bernard T and Ruth B. Bosworth. C'm Rowe said the attorney needs to send a letter to them. Mayor Shepler said he will get the address to the attorney.

OLD BUSINESS

HOTEL/MOTEL
TAX ISSUE
DISCUSSION:

C'm Ross asked Council if they knew what the County Commission has done on the Hotel/Motel Tax issue. Mayor Shepler said he didn't think they have made a decision. C'm Rowe said he wasn't here when the vote took place but he doesn't feel like they should get the full 100%. C'm Ross said he felt we need to get together with the County and try to resolve the problem.

C'm Elbon said he thought we should tell the County Commission why we passed the issue. C'm Rowe still feels the Board needs to be looked at again. Mr. Bill Rice said they did pass the issue but did not determine the distribution of the money.

NEW BUSINESS

C'm Rowe said there is a man working on the Street Department who has not had a raise for three years and would like to have that looked into. Mayor Shepler directed this to Personnel and Finance.

COMMITTEE REPORTS

Building:

C'm Roy, seconded by C'w Burks MOVED TO APPROVE BUILDING PERMITS 3409 thru 3412 AND 3416 thru 3418 BE APPROVED AS PRESENTED. The motion carried.
C'm Roy seconded by C'm Ross MOVED TO APPROVE BUILDING PERMITS 3413 thru 3415 and 3419 PENDING FINAL INSPECTION OF THE BUILDING INSPECTOR. The motion carried.

Personnel:

C'w Burks seconded by C'm Ross MOVED TO APPROVE THE PROPOSED PAY SCHEDULE FOR MEMBERS OF THE ELKINS POLICE FORCE BE ACCEPTED AS CIRCULATED, AND BE MADE RETROACTIVE TO JULY 9, 1989. IN THE EVENT OF A FUTURE GENERAL PAY INCREASE FOR COST OF LIVING OR OTHER REASONS, ALL BASE RATES WOULD BE INCREASED BY AN EQUAL AMOUNT.

IN ADDITION, LONGEVITY PAY FOR ALL POLICEMEN WILL BE INITIATED AT THE RATE OF \$1.00 PER MONTH TIMES THE NUMBER OF YEARS OF SERVICE UP TO 20 YEARS. THIS ACTION WILL NOT ELIMINATE OR CHANGE THE LONGEVITY PAY NOW RECEIVED BY CAPTAIN KELLEY, LT. JONES, LT. LAWRENCE AND SGT. BEDFORD.

COMMITTEE REPORTS - (Continued)

Personnel:

PROPOSED PAY SCHEDULE FOR ELKINS POLICE FORCE

	Under 1 Year	Over 1 Year	Over 4 Years	Over 8 Years	Under 10 Years
Patrolman	6.30 13,104.	6.80 14,144	7.53 15,662.40	8.12 16,889.60	
Sergeant					8.32 17,305.60

	Over 10 Years	Over 14 Years	Under 16 Years	Over 16 Years	Over 20 Years
Sergeant	8.55 17,784.	8.68 18,054.40			
Lieutenant			8.72 18,137.60	8.92 18,553.60	9.12 18,969.60
Captain/Chief	<u>Pay is negotiated</u>				

Public Safety:

C'w Burks requested to go to executive session at 8:27 P.M.
 Mayor Shepler called the meeting back to order at 8:55 P.M.

Sanitation:

No Report

Landfill:

C'm Ross told Council he is still looking for an End Loader for the Landfill.
 C'm Rowe said he heard a rumor it is going to cost us \$75.00 per day to use
 the embedded heat cables. C'm Ross said we can turn these cables on and off.

Streets:

C'm Rowe seconded by C'm Jones, MOVED TO PUT THE 1978 TRUCK^{bed} OUT FOR SEALED BIDS
 AND NOT TO ACCEPT ANY BID BELOW \$350.00. The motion carried.
 C'm Rowe seconded by C'm Jones MOVED TO UPGRADE THE LIGHT ON POLE 1E7-369 TO
 SODIUM VAPOR IN FRONT OF THE STREET GARAGE. The motion carried.
 C'm Jones said that he has talked to the Street Committee earlier about the
 drainage problem at Lower Pleasant and was wondering if that will be taken care
 of. C'm Rowe and C'm Waller will look into it. C'w Burks asked C'w Waller to
 take C'm Rowe to the same places they went to a few days earlier.

Water:

C'm Waller reported that the Water Department has had a lot of leaks.
 C'm Jones said in reference to putting in water lines, we have to decide which
 is more important to what job they do when there is water leaks. Either repair
 or put in new line?
 C'm Jones, seconded by C'm Waller MOVED TO APPOINT JAMES BIALECK FOR 6 YEARS,
 JUNE THOMPSON FOR 4 YEARS AND MATT FAIR FOR 2 YEARS TO THE FIREMAN CIVIL
 SERVICE BOARD. The motion carried.
 C'm Roy said there is some property on Tygart Avenue and the corner of the
 Railroad Tracks that is very junky and unsightly to the public. This property
 is owned by Richard Earle.

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1511)
April 7, 2022

Approval of Changes to the City of Elkins Classification and Compensation Plan

WHEREAS, on August 2, 2018, per Resolution #1145 effective retroactively to July 1, 2018, the Elkins Common Council adopted changes to the City of Elkins Personnel Policy Ch. 4.H: Classification and Compensation, including the assignment of each position to a Grade; and,

WHEREAS, AlignHR, the City's contracted provider of Human Resource support, conducted a compensation study and final report; and,

WHEREAS, in response to this report, Administrative Officers were tasked with reviewing each position and recommending to the Personnel Committee changes to position Grade and/or Step assignments based on their findings; and,

WHEREAS, the Personnel Committee has recommended the proposed changes (attached as part of the record) to the Classification and Compensation Plan be adopted effective July 1, 2022; and,

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

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

WHEREAS, sufficient funds are or will be made available within the 2022-2023 fiscal year budget; and,

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

RESOLVED, that the Elkins Common Council hereby adopts and implements the recommended changes to the City of Elkins Classification and Compensation Plan effective July 1, 2022.

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk

Proposed eff. 7/1/22

City of Elkins Grade Assignments

Feb-21

grade	Administrative	Operations	Public Safety
1			
2		Maintenance Worker	
3		Sanitation Worker I Street Worker II	Parking Attendant
4			
5		Street Worker IV Street Sweeper Operator Mechanic Sanitation Driver	Telecommunicator
6	Accounting Clerk I Utility-Billing Clerk-I Billing & Posting Clerk I Court Clerk Executive Secretary	Ops Administrative Assistant	FD-Probationary FF1
7	Payroll Clerk Accounting Clerk II Utility-Billing Clerk-II Billing & Posting Clerk II	Maintenance Supervisor Construction Worker	FD-FF1
8	Deputy Treasurer Utility-Billing Manager	Sanitation Asst. Supervisor Street Asst. Supervisor	FD-FF2
9		Operations Assistant GIS Technician	FD-FF3 PD-Probationary Patrolman
10			FD-Lieutenant PD-Patrolman
11		Street Supervisor Senior Mechanic Sanitation Supervisor	FD-Captain PD-Corporal
12	External Affairs Specialist		PD-Sergeant
13			PD-1st Sergeant
14		Code Enforcement Officer	PD-1st Lieutenant
15			PD-Captain

Current

Feb-21

grade	Administrative	Operations	Public Safety
1			
2		Maintenance Worker	
3		Sanitation Worker I Street Worker II	Parking Attendant
4		Water Distribution Tech I	
5	Accounting Clerk I	Street Worker IV Street Sweeper Operator Mechanic Sanitation Driver Water Distribution Tech II Wastewater Collection Tech I Meter Reader	Telecommunicator
6	Accounting Clerk II Utility Billing Clerk I Court Clerk Executive Secretary	Wastewater Collection Tech II Meter Reader Ops Administrative Assistant	FD-Probationary FF1
7	Payroll Clerk Utility Billing Clerk II	Water Plant OIT Mainenance Supervisor Street Asst. Supervisor Water Distribution Tech III Construction Worker Wastewater Plant Lab Manager (OIT)	FD-FF1
8	Deputy Treasurer Utility Billing Manager	Sanitation Asst. Supervisor Water Distribution Asst. Supervisor Wastewater Plant Operator I CSO Technician Wastewater Collection Asst. Supervisor	FD-FF2
9	External Affairs Specialist	Operations Assistant GIS Technician	FD-FF3 PD-Probationary Patrolman
10		Water Plant Operator I Wastewater Plant Operator II	FD-Lieutenant PD-Patrolman
11		Street Supervisor Senior Mechanic Sanitation Supervisor Water Distribution Supervisor Wastewater Plant Operator III	FD-Captain PD-Corporal
12		Water Plant Operator II Wastewater Collection Supervisor Wastewater Plant Lab Manager	PD-Sergeant
13			PD-1st Sergeant
14		Code Enforcement Officer Water Plant Operator III Water Plant Supervisor Wastewater Plant Asst. Supervisor	PD-1st Lieutenant
15		Wastewater Plant Supervisor	PD-Captain

City of Elkins Grade/Step Salary Schedule

		min pay	\$19,240.00	\$20,404.80	\$21,611.20	\$22,921.60	\$24,294.40	\$25,750.40	\$27,289.60	\$28,932.80	\$30,659.20	\$32,510.40	\$34,465.60	\$36,524.80	\$38,708.80	\$41,038.40	\$47,195.20
		min hr. rate	\$9.25	\$9.81	\$10.39	\$11.02	\$11.68	\$12.38	\$13.12	\$13.91	\$14.74	\$15.63	\$16.57	\$17.56	\$18.61	\$19.73	\$22.69
		max pay	\$24,440.00	\$25,896.00	\$27,456.00	\$29,099.20	\$30,846.40	\$32,697.60	\$34,652.80	\$36,732.80	\$38,937.60	\$41,267.20	\$43,742.40	\$46,384.00	\$49,150.40	\$52,104.00	\$59,924.80
		max hr. rate	\$11.75	\$12.45	\$13.20	\$13.99	\$14.83	\$15.72	\$16.66	\$17.66	\$18.72	\$19.84	\$21.03	\$22.30	\$23.63	\$25.05	\$28.81
		grade															
steps			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	0.0%	\$9.25	\$9.81	\$10.39	\$11.02	\$11.68	\$12.38	\$13.12	\$13.91	\$14.74	\$15.63	\$16.57	\$17.56	\$18.61	\$19.73	\$22.69	
2	1.0%	\$9.34	\$9.90	\$10.50	\$11.13	\$11.79	\$12.50	\$13.25	\$14.05	\$14.89	\$15.78	\$16.73	\$17.73	\$18.80	\$19.93	\$22.92	
3	1.0%	\$9.44	\$10.00	\$10.60	\$11.24	\$11.91	\$12.63	\$13.39	\$14.19	\$15.04	\$15.94	\$16.90	\$17.91	\$18.99	\$20.13	\$23.15	
4	1.0%	\$9.53	\$10.10	\$10.71	\$11.35	\$12.03	\$12.75	\$13.52	\$14.33	\$15.19	\$16.10	\$17.07	\$18.09	\$19.18	\$20.33	\$23.38	
5	1.0%	\$9.63	\$10.20	\$10.82	\$11.46	\$12.15	\$12.88	\$13.65	\$14.47	\$15.34	\$16.26	\$17.24	\$18.27	\$19.37	\$20.53	\$23.61	
6	1.0%	\$9.72	\$10.31	\$10.92	\$11.58	\$12.27	\$13.01	\$13.79	\$14.62	\$15.50	\$16.42	\$17.41	\$18.45	\$19.56	\$20.74	\$23.85	
7	1.0%	\$9.82	\$10.41	\$11.03	\$11.69	\$12.40	\$13.14	\$13.93	\$14.76	\$15.65	\$16.59	\$17.58	\$18.64	\$19.76	\$20.94	\$24.08	
8	1.0%	\$9.92	\$10.51	\$11.14	\$11.81	\$12.52	\$13.27	\$14.07	\$14.91	\$15.81	\$16.75	\$17.76	\$18.83	\$19.96	\$21.15	\$24.33	
9	1.0%	\$10.02	\$10.62	\$11.25	\$11.93	\$12.65	\$13.40	\$14.21	\$15.06	\$15.96	\$16.92	\$17.94	\$19.01	\$20.16	\$21.36	\$24.57	
10	1.0%	\$10.12	\$10.72	\$11.37	\$12.05	\$12.77	\$13.54	\$14.35	\$15.21	\$16.12	\$17.09	\$18.12	\$19.20	\$20.36	\$21.58	\$24.81	
11	1.0%	\$10.22	\$10.83	\$11.48	\$12.17	\$12.90	\$13.67	\$14.49	\$15.36	\$16.29	\$17.26	\$18.30	\$19.40	\$20.56	\$21.79	\$25.06	
12	1.0%	\$10.32	\$10.94	\$11.60	\$12.29	\$13.03	\$13.81	\$14.64	\$15.52	\$16.45	\$17.44	\$18.48	\$19.59	\$20.77	\$22.01	\$25.31	
13	1.0%	\$10.42	\$11.05	\$11.71	\$12.41	\$13.16	\$13.95	\$14.79	\$15.67	\$16.61	\$17.61	\$18.67	\$19.79	\$20.97	\$22.23	\$25.57	
14	1.0%	\$10.53	\$11.16	\$11.83	\$12.54	\$13.29	\$14.09	\$14.93	\$15.83	\$16.78	\$17.79	\$18.85	\$19.98	\$21.18	\$22.45	\$25.82	
15	1.0%	\$10.63	\$11.27	\$11.95	\$12.66	\$13.42	\$14.23	\$15.08	\$15.99	\$16.95	\$17.96	\$19.04	\$20.18	\$21.39	\$22.68	\$26.08	
16	1.0%	\$10.74	\$11.38	\$12.07	\$12.79	\$13.56	\$14.37	\$15.23	\$16.15	\$17.12	\$18.14	\$19.23	\$20.39	\$21.61	\$22.91	\$26.34	
17	1.0%	\$10.85	\$11.50	\$12.19	\$12.92	\$13.69	\$14.51	\$15.39	\$16.31	\$17.29	\$18.32	\$19.42	\$20.59	\$21.82	\$23.13	\$26.60	
18	1.0%	\$10.95	\$11.61	\$12.31	\$13.05	\$13.83	\$14.66	\$15.54	\$16.47	\$17.46	\$18.51	\$19.62	\$20.80	\$22.04	\$23.37	\$26.87	
19	1.0%	\$11.06	\$11.73	\$12.43	\$13.18	\$13.97	\$14.81	\$15.70	\$16.64	\$17.63	\$18.69	\$19.81	\$21.00	\$22.26	\$23.60	\$27.14	
20	1.0%	\$11.18	\$11.85	\$12.56	\$13.31	\$14.11	\$14.95	\$15.85	\$16.80	\$17.81	\$18.88	\$20.01	\$21.21	\$22.49	\$23.84	\$27.41	
21	1.0%	\$11.29	\$11.96	\$12.68	\$13.44	\$14.25	\$15.10	\$16.01	\$16.97	\$17.99	\$19.07	\$20.21	\$21.43	\$22.71	\$24.07	\$27.68	
22	1.0%	\$11.40	\$12.08	\$12.81	\$13.58	\$14.39	\$15.26	\$16.17	\$17.14	\$18.17	\$19.26	\$20.41	\$21.64	\$22.94	\$24.31	\$27.96	
23	1.0%	\$11.51	\$12.20	\$12.94	\$13.71	\$14.54	\$15.41	\$16.33	\$17.31	\$18.35	\$19.45	\$20.62	\$21.86	\$23.17	\$24.56	\$28.24	
24	1.0%	\$11.63	\$12.33	\$13.07	\$13.85	\$14.68	\$15.56	\$16.50	\$17.49	\$18.53	\$19.65	\$20.83	\$22.07	\$23.40	\$24.80	\$28.52	
25	1.0%	\$11.75	\$12.45	\$13.20	\$13.99	\$14.83	\$15.72	\$16.66	\$17.66	\$18.72	\$19.84	\$21.03	\$22.30	\$23.63	\$25.05	\$28.81	

*1.15% increase from grade 14 - 15

*1.06 increase between all other grades, 1-14

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1512)
April 7, 2022

Reappointment of Geraldine Roberts as City Attorney

WHEREAS, Elkins City Code Section 32.18 provides for the appointment of a city attorney for a term of office commencing on April 1 of each year; and,

WHEREAS, Elkins Common Council wishes to appoint Geraldine S. Roberts and the law firm of Crim Law as city attorney beginning April 1, 2022;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council appoints Geraldine S. Roberts and the law firm of Crim Law as city attorney with the same terms and conditions for representation and compensation as set forth in the letter to the City dated March 1, 2022 (attached). This appointment shall commence on April 1, 2022.

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk



Geraldine S. Roberts
842 S Chestnut St.
Post Office Drawer 1920
Clarksburg, WV 26302-1920
Phone: (304) 918-1003
Fax: (304) 918-1005
Email: gsroberts@wvlawyers.com

March 1, 2022

VIA Hand Delivery and email (jmarco@cityofelkinswv.com)

Mayor Jerry D. Marco
City of Elkins
401 Davis Avenue
Elkins, WV 26241

Re: Position of City Attorney

Dear Mayor Marco:

We are submitting this letter for the consideration of Geraldine S. Roberts for the position of City Attorney for the City of Elkins and to continue in our current position as City Attorney.

We would propose continuing to provide our professional services at a rate of \$100.00 per hour, as we have been doing since April 1, 2011.

We would propose the following:

1. An hourly fee of \$100.00 for those retainer duties and all other representation at the same rate.
2. Expenses would be reimbursed as provided in the invoices; and
3. The professional services provided will be billed at incremental amounts of time indicating the person completing the task, the task involved, and the actual time spent on the task. The fees will be billed on a monthly basis by invoice, and we would request that the invoices be paid within 30 days of presentation to the City, if at all possible.

We have enjoyed the opportunity of working with the City in this capacity and it is my most sincere desire to continue this representation on a mutually-acceptable basis.

We thank you for your consideration of our proposal and look forward to the continued opportunity of working with the City of Elkins.

Very truly yours,

A handwritten signature in blue ink that reads "Geraldine S. Roberts". The signature is written in a cursive style with a large initial 'G'.

Geraldine S. Roberts

GSR/dlc

cc: Personnel Committee

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1513)
April 7, 2022

General Fund Budget Revisions No. 11 and 12 for FY22

WHEREAS, the City of Elkins has previously prepared and submitted its General Fund Budget for the Fiscal Year 2022; and,

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

WHEREAS, Budget Revisions No. 11 and No. 12 for FY2022 (copy attached) transfer funds as shown;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Common Council of the City of Elkins hereby approves General Fund Budget Revisions No. 11 and No. 12 for Fiscal Year 2022.

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk

BUDGET REVISION #11 FY2022

Increase		AMOUNT	Decrease		AMOUNT
001-750-218-0000	Postage	\$415.00	001-750-459-0000	Capital Outlay Equipment	\$6,415.00
001-750-341-0000	Supplies & Materials	\$6,000.00			

TOTAL \$6,415.00 \$6,415.00

Street Dept

JS 3/16/22

BUDGET REVISION #12 FY2022

Increase		AMOUNT	Decrease	AMOUNT
001-910-230-0000	Contracted Services	\$2,500.00	001-910-222-0000	Dues & Subscriptions
				\$2,500.00

TOTAL		\$2,500.00		\$2,500.00
-------	--	------------	--	------------

PGCC

CL 3/25/22

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1514)
April 7, 2022

***Authorizing Application for Firehouse Subs Public Safety Foundation grant
By the Elkins Fire Department***

WHEREAS, Firehouse Subs has made available funding through its Public Safety Foundation to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits, and public safety organizations; and,

WHEREAS, the Elkins Fire Department believes this grant funding will help promote their mission to safeguard the lives and property of the inhabitants of our jurisdiction; and,

WHEREAS, if successful, the Elkins Fire Department will use the up to \$25,000 grant award to purchase rope rescue equipment for the water rescue trailer; and,

WHEREAS, a maximum of 600 applications are accepted on a quarterly basis, therefore the Elkins Fire Department requests permission to continue applying quarterly until their application is accepted; and,

WHEREAS, upon the recommendation of the Finance Committee, the Common Council believes it is in the best interest of the citizens of Elkins to apply for this grant.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council hereby endorses and supports the Firehouse Subs Public Safety Foundation grant application, and hereby authorizes Mayor Jerry A. Marco, or his designee, to enter into a contractual agreement with Firehouse Subs to receive and administer grant funds pursuant to provisions of the program, if awarded.

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk



**GRANT
APPLICATION
FAQs**

**APPLICATION
CHECKLIST**

**START AN
APPLICATION**

SIGN IN

Frequently Asked Questions & Tips

STOP HERE & PRINT THIS PAGE. You will not be able to return to this page.

A maximum of 600 applications are accepted on a quarterly basis. Please do not contact area restaurants or Firehouse Subs Care center with grants questions.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits and public safety organizations. All requests must fall within our funding guidelines via firehousesubsfoundation.org/about-us/funding-areas.

If approved, how are the Foundation's grant awards funded?

The Foundation procures grant awards in one of two ways. The procurement method will be determined by the Foundation team.

- Method 1: Direct Purchase made by the Foundation
- Method 2: Memo of Understanding in which funds will be transferred via ACH to the granted organization

Are there items that your Foundation does not support?

All requests must fall within our funding guidelines found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors include:

- body cameras

- building exhaust removal systems
- crash data boxes
- dash cams
- drones and drone accessories
- exercise equipment
- guns/firearms/use of force equipment, riot gear, laser pointers (designators) & tasers
- inflatable bounce houses
- license plate readers
- Narcan & TruNar analyzers
- Cardiac Science Powerheart G3 AEDs & Philips FR3 AEDs
- Polar Breeze thermal rehabilitation systems
- portable message signs
- power load stretchers
- promotional items including apparel, costumes & Pluggie the fire plug/Sparky the Fire Dog robots
- radar detectors
- recording devices
- refurbished equipment
- security systems & surveillance equipment
- stop sticks
- throw bots
- traffic road barriers

Who can apply for this grant?

Fire Departments, law enforcement, EMS, municipal & state organizations, public safety organizations, non-profits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?

We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

Does the Foundation provide reimbursements for purchased equipment?

No. If your organization has already purchased the equipment and is seeking reimbursement, please do not apply.

What are the most common reasons a grant application is marked incomplete?

- Quote is missing the required contact information and/or is not itemized
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information
- The name of the organization is missing on the inventory and/or financials
- W9 form is missing the required information

Can my organization submit multiple grant applications?

The Foundation does not accept more than one grant request per organization each quarter. If your organization receives a grant, please wait a minimum of two years from the date of approval to apply again.

Is the Firehouse Subs Public Safety Foundation grant a matching grant?

There are no matching funds involved in our organization's grants program.

What is the Foundation's average funding range?

\$15,000-\$35,000 is a guideline. Requests exceeding \$50,000 will be denied.

What financial information should we provide?

Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted:

- o A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- o A recent - within one month - Profit & Loss Statement also called an Income Statement
- o A current year annual budget showing projected income and expenses
- o A previous year audit or 990

What is needed for the required vendor quote/bid attachment?

*You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes **MUST** meet the requirements below, please read carefully:*

- o Only one vendor quote must be submitted for related items only, within one equipment category
- o Vendor sales representative's first and last name must be included on quote
- o Vendor email address must be included on quote
- o The name & **physical** address of your organization must be included
- o The first & last name of a contact person from your organization must be included
- o Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- o Quote must be itemized
- o Online quotes will not be accepted
- o Must be dated within six months of the application deadline
- o Must contain **only** the item(s) pertaining to your grant request
- o The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting on the application
- o Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
- o The cost of maintenance plans and extended warranties are not permissible
- o Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Important: Only one vendor quote may be submitted for related items only, within one equipment category. Unrelated equipment cannot be combined into one quote. Examples of **unacceptable** requests include quotes for un-related equipment:

- Cutter, Spreader and Fire Hoses*
- AEDs and gas monitors*

· Requests with more than one quote

* these items do not belong in the same equipment category

Your application will be marked incomplete if multiple quotes are submitted or if a quote containing multiple types of equipment is submitted.

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify the vendor that you are applying for a grant from our Foundation.

What inventory information should I provide?

Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory, and include the name of your organization on the document.

For first responders: The inventory documentation must list the name of your organization. Please include a list of apparatus, vehicles and other specialized equipment, if applicable. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?

Our Foundation focuses its resources in areas served by Firehouse Subs restaurants, however, we recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60-mile guideline.

When can we expect to find out if our grant has been approved or denied?

Grant award notifications will be emailed to ALL applicants within two months after the grant deadline. Please do not contact the Foundation, restaurants or the Firehouse Subs Care Center with questions regarding your grant status.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?

Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, or firearm simulators.

Does the Foundation only work with specific equipment vendors?

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. Our goal is to provide the equipment that best fits the needs of our recipients, at the best possible price, to enable us to help more organizations.

Does the Foundation fund requests for refurbished equipment?

We do not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment?

We do not accept grant requests for patent-pending products.

Does the Foundation accept requests for partial funding?

We will consider requests for partial funding, however, the balance of funds must be secured and outlined within your grant request. Documentation of partial funding must be included as part of your background/history attachment.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

Firehouse Subs Public Safety Foundation Scholarships Program

FAQs

How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement, or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university, or vocational-technical school for the upcoming academic year. Click [here](#) to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement, or emergency medical (paramedic or EMT) programs by completing the online grant applications via grants.firehousesubs.com.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

[GRANT APPLICATION INFO](#)

[FUNDING OPPORTUNITIES](#)

[HOW TO APPLY](#)

[START AN APPLICATION](#)

[ADMIN LOGIN](#)

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IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1515)
April 7, 2022

***Approving "Full-Time Regular Employee" Status and
Confirming Compensation Level for [REDACTED]***

WHEREAS, as of April 10, 2022, [REDACTED] will have completed [REDACTED] 90-day probationary period as a Sanitation Driver; and,

WHEREAS, the wage associated with this position is \$11.68 per hour; and,

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

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

WHEREAS, sufficient funds are available within the appropriate accounts;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Common Council of the City of Elkins hereby confirms [REDACTED] as a Sanitation Driver and, as of April 10, 2022, accords him the status of full-time regular employee; and,

FURTHER, confirms that his compensation in that position is \$11.68 per hour.

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk

**Elkins Common Council: Agenda Item Request
Personnel Action**

Name of Employee: _____

Requesting Administrative Officer (circle one):

Clerk Fire Chief Operations Manager Police Chief Treasurer

Requested Personnel Action (check one):

- New employee has completed probationary period and is recommended for full-time regular status
- Promoted/transferred employee has completed probationary period and is recommended for confirmation in new position
- Other (please describe in detail):

Employee's Direct Supervisor: Tai Letan

Effective date of personnel action: 4/10/2022

Employee's title/dept. after action:

Sanitation Driver

Employee's current Grade: 5 and Step: 1 Wage: \$ \$11.68

Employee's new Grade: _____ and Step: _____ Wage: \$ _____

Administrative Officer's signature:  Date: 4/10/22

****Route to Mayor****

Mayor's initials: _____

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1516)
April 7, 2022

***Accepting Conditions of Agreement with the West Virginia
Department of Health and Human Resources
and the City of Elkins, and Authorizing Execution of Agreement***

WHEREAS, The West Virginia Department of Health and Human Resources (“WVDHHR”) Bureau of Family Assistance is administering a Low-Income Household Water Assistance Program (“LIHWAP”); and,

WHEREAS, The City has determined that in consideration for timely payments and authorization to become an authorized LIHWAP vendor; and,

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

WHEREAS, it appears that entering into this agreement is in the best interests of the citizens of the City of Elkins; *now, therefore, be it*

RESOLVED, that the Elkins Common Council accepts the terms of and authorizes execution of this Agreement with WVDHHR by the Mayor on behalf of the City of Elkins.

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk



West Virginia Department of Health and Human Resources Low-Income Household Water Assistance Program Vendor Agreement

This agreement is between the West Department of Health and Resources (DHHR), Bureau of Family Assistance and City of Elkins (name of vendor), a water and sewer service provider (Vendor), effective 3/28/2022 (date).

The purpose of this agreement is to establish the conditions under which DHHR will make payments on behalf of eligible Low Income Household Water Assistance Program (LIHWAP) clients to the Vendor and to establish an agreement with the Vendor through which the DHHR can collect LIHWAP performance measures data, which are required to be reported to federal partners.

In consideration for timely payments and authorization that will be provided by DHHR for households found eligible for assistance through LIHWAP, the Vendor agrees:

1. If service has already been disconnected or if the client owes additional late charges, those will be included in the payment, but the client should not be given additional late fees or charges due to receiving a LIHWAP payment.
2. No household that is receiving LIHWAP will be treated adversely because they are receiving assistance from DHHR.
3. The Vendor will maintain at least 30 days of service from the date that the pledge was made and accepted when a LIHWAP payment is being used to prevent termination of services or to restore service.
4. To immediately apply the benefit payment to customer's current or past due bill, deposit or reconnection requirements, or arrearages to eliminate the amount owed by the customer. Payment must not create a credit balance.
5. Upon request of DHHR, to provide eligible customer's consumption history and account balance for the sole purpose of determining customer benefit.
6. Use LIHWAP funds to pay for home water and sewer costs, as designated by Vendor. Expenses such as service contracts, garbage, cable, internet, telephone, or other utilities cannot be paid with LIHWAP funds.

The Vendor agrees to cooperate with the following conditions in order to receive LIHWAP payments from DHHR:

1. Provide all requested information established in DHHR policies and procedures including information on the annual water/sewer usage and cost incurred by LIHWAP households necessary for the following:
 - a) Compliance with federal reporting requirements. Upon request, vendors will provide the total annual cost of a LIHWAP household's water/sewer consumption, this information is gathered by customer name or account number.
2. Ensure LIHWAP customer information is kept confidential.
3. Provide DHHR with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.

DHHR stipulates that it has received consent from the client to receive the above information from Vendor. DHHR also stipulates that the collected data will only be used for the purpose of administering the LIHWAP program.

DHHR may terminate this Agreement for any reason by providing 30 days written notice. This Agreement shall terminate September 31, 2023 and be of no further effect.

City of Elkins
Vendor Name

55-6000170
Employer Identification Number (EIN) OR

Authorized Representative

Social Security Number (EIN or SSN required)

Address

Telephone Number

Email Address

LIHWAP Vendor (Contact Name)

LIHWAP Vendor Telephone

Vendor Number (DHHR Use Only)

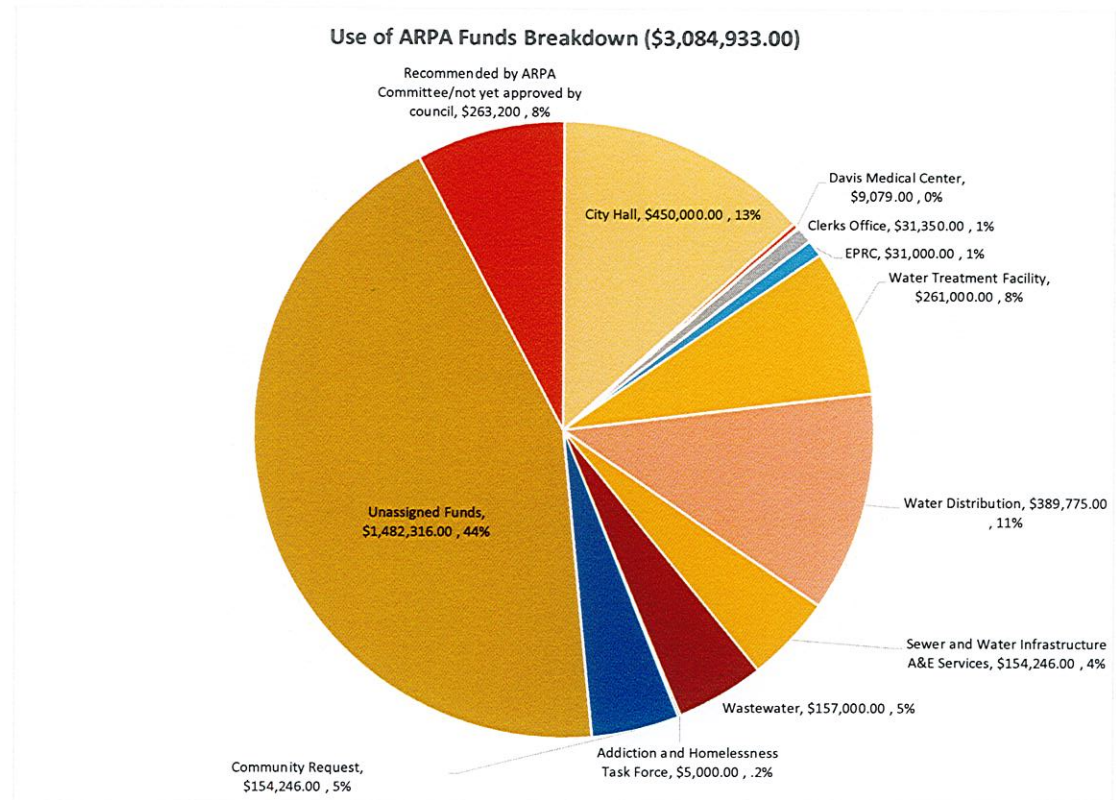
Water/Sewer/Both

Please return the completed vendor agreement to:

West Virginia Department of Health and Human Resources
Bureau for Family Assistance
Attention: State LIEAP Coordinator
350 Capitol Street, Room B-18
Charleston, WV 25301

ARPA Funds Breakdown

Total Awarded:	\$ 3,084,933.00	100.0%
Amount Approved by council:		
City Hall	\$ 450,000.00	14.6%
Water Treatment Facility	\$ 261,000.00	8.5%
Water Distribution	\$ 389,775.00	12.6%
Addiction and Homelessness Task Force	\$ 5,000.00	0.2%
Clerk's Office	\$ 31,350.00	1.0%
Sewer and Water Infrastructure A&E services		
Community Requests	\$ 154,246.00	5.0%
Wastewater SCADA	\$ 55,000.00	1.8%
Wastewater loader	\$ 102,000.00	3.3%
Total	\$ 1,602,617.00	51.9%
Remaining Total:	\$ 1,482,316.00	48.1%
Recommended from ARPA, pending council approval:		
Street Dept. backhoe	\$110,399	
Water Dept. SCADA	\$147,801	
Riverfront Dev. Design	\$5,000	
Total	\$263,200	8.5%
Unassigned:	\$ 1,219,115.86	39.5%





RT. 2 Box 849F	Shinnston, WV 26431
Phone- 304-776-4405	Fax- 304-776-4409



Quotation:

Per your request, State Equipment, Inc. is pleased to submit for your review the following proposal.

Qty	Manufacturer	Price
1	2022 Case 580SN Backhoe 4wd, Cab w/ LH door, Heater and AC, Mech Suspension seat w/ armrests, LED light package, 82" HD long lip w/ cutting edge, Universal quick coupler, pilot controls, aux hydraulics, 12,18 and 24" backhoe buckets Case Pro Care 36 month/ 3000 hour warranty Case Pro Care 36 month/ 2000 hr PM services	\$110,399

FOB City of Elkins

If you have any questions or require additional information please contact me at the following.

Office- 304-776-4405
Cell- 304-841-5869
email- mblickenstaff@stateequipment.com

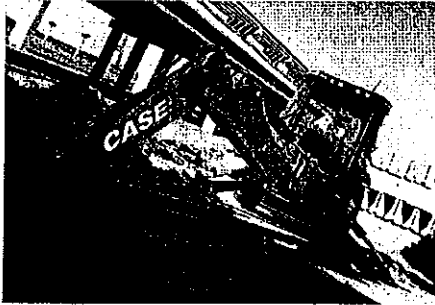
Best Regards,
Mike Blickenstaff

CASE

580SN

BACKHOE LOADER

TIER 4 FINAL CERTIFIED



ENGINE

Model	FPT F5BFL413B
Emissions Certification	Tier 4 Final
Type	Diesel 4-stroke, Turbocharged
Cylinders	4
Bore/Stroke	3.90 x 4.33 in (99 x 110 mm)
Displacement	207 in ³ (3.4 L)
Fuel injection	Direct, high pressure common rail – HPCR
Fuel	Diesel
Engine speeds*	RPM
Rated speed – full load	2200
Low idle	900 – 1000
High idle – no load	2330 – 2430
Horsepower @ 2200 RPM:	
Gross	97 hp (72 kW)
Net	95 hp (71 kW)
Maximum torque @ 1400 RPM:	
Gross	334 lb-ft (453 N-m)
Net	333 lb-ft (452 N-m)
Torque rise at rated speed	45% +/- 5%
Radiator:	
Core type	Square wave
Core size area	486 in ² (3 145 cm ²)
Rows of tubes	4
39° fan:	
Style	9 blade suction
Diameter	19.65 in (499 mm)
Ratio**	1.4:1
Pump operating angle ratings:	
Side to side	Rated 35°
Fore and aft	Rated 35°
Oil filtration	Replaceable, full flow cartridge

NOTE: *Engine speeds w/ standard transmission.
Meets federal emission regulations.
**Viscous fan.

DRIVETRAIN

Transmission – standard:
4F-4R Power Shuttle Synchronesh Transmission
manual gear shift, fully synchronized

Specifications below apply to the Power Shuttle
transmission.

Gear ratios	Forward/Reverse
1st	5.603/4.643
2nd	3.481/2.884
3rd	1.584/1.313
4th	0.793/0.657

Travel speeds – Standard Power Shuttle

Transmission	Forward/Reverse	
	mph (kph)	mph (kph)
1st	3.8 (6.1)	4.5 (7.3)
2nd	6.0 (9.7)	7.2 (11.6)
3rd	13.1 (21.1)	15.7 (25.3)
4th	24.6 (39.6)	29.5 (47.5)

Transmission – optional:

PowerDrive H-Type, 4F-4R hydraulic clutch
shifting w/ auto shift mode and direct drive

Gear ratios	Forward/Reverse
1st	5.533/4.549
2nd	3.359/2.762
3rd	1.533/1.260
4th	0.811/-

Travel speeds – Optional H-Type PowerDrive

DD Transmission	Forward/Reverse	
	mph (kph)	mph (kph)
1st	3.9 (6.2)	4.6 (7.4)
2nd	6.3 (10.1)	7.5 (12.1)
3rd w/ DD Feature Off	13.6 (21.9)	16.4 (26.3)
3rd w/ DD	14.2 (22.8)	17.0 (27.4)
4th w/ DD Feature Off	24.2 (39.0)	29.0 (46.7)
4th w/ DD	25.0 (40.2)	29.8 (48.0)

Torque converter ratio 2.2

Differential-lock:

On-the-go push-button activation

Front/Rear axle (w/ 4WD 12x16.5 front tires):	
Differential ratio	2.0/2.5
Planetary hub ratio	6.0/6.4
Total reduction ratio	12.0/16.0

Service brakes:

Individually applied, power assisted,
hydraulically actuated, maintenance-free,
self-adjusting, outboard mounted, wet disc,
2 per side.

Total disc area 384 in² (0.25 m²)

Parking brakes Trans Mounted
spring-applied hydraulic release – SAHR

NOTE: Travel speeds at 2312 engine
RPM specified: w/ 19.5 L x 24.0 tires.

ELECTRICAL

Voltage	12 Volts, negative ground
Alternator	160 amp
Dual batteries:	850 cold-cranking amps each
Power plugs – 2	30 amps total

OPERATOR ENVIRONMENT

ROPS/FOPS certified protective canopy;
Anti-vandalism cover for dash – w/ canopy
only; Rear fenders extensions; Coat hook w/
garment strap; Interior rearview convex mirror;
Mechanical suspension seat – 180° swivel – Vinyl;
3 in (76 mm) retractable seat belt; Cup holder/
storage tray mounted on left-hand fender;
Right-hand storage compartment w/ lid,
tilt-steering wheel on cab models.

Gauges:

Engine water temperature; Converter oil
temperature; Fuel level; Tachometer/
hourmeter; DEF level.

Warning lights:

Air cleaner restriction; Alternator; A/C high
pressure; Cold start; Engine oil pressure;
Hydraulic oil filter bypass; Parking brake
engagement; Low fuel; Water in fuel; Low DEF.

Audible alarms w/ diagnostics:

Coolant temperature; Engine oil pressure;
Parking brake engagement; Converter oil
temperature; Shuttle engagement/seat
position; Backup alarm; Low DEF.

Horn Dual switched front and rear

OPERATING WEIGHT

Configuration 1 – SAE Transport:

No Operator, Loader Bucket, Cab, AC,
1,100 lb front counter weight, 2WD, Full of
Fuel, SAE Carry T4 Final Engine, Pilot Controls,
11 L – 16 @ 52 psi front tires, 19.5 L – 24
Rear Tires.

17,810 lb (8 078 kg)

Configuration 2 – SAE Transport:

No Operator, 4:1 Loader Bucket, E-hoe, Cab,
1,100 lb front counter weight, Full of Fuel, SAE
Carry T4 Final Engine, Pilot Controls, 12 x 16.5
@ 50 psi front tires, 4WD w/ driveshaft guard,
19.5 L – 24 @ 30 psi rear tires.

19,750 lb (8 958 kg)

Add-on weights:

Cab-over canopy	309 lb (140 kg)
Fabricated stabilizer pads	141 lb (64 kg)
Extendahoe®	286 lb (130 kg)

HYDRAULICS

Pump:
Bosch Rexroth Series 31 Variable
Displacement Axial Piston Pump

Main relief pressure:
Standard 3,450 +/- 50 psi
(238 +/- 3.5 bar)
Power Lift 3,625 +/- 50 psi
(250 +/- 3.5 bar)

Filtration:
7-micron, full flow replaceable cartridge on
return line, condition indicator light for filter.

Oil cooler Heavy-duty

Loader flow @ rated engine RPM:
41 gpm @ 2,340 psi
(156.2 L/min @ 161 bar)

Loader control valve w/ pilot or manual
backhoe controls:
Two or three-spool closed center sectional
control valve. Single lever manual control for
lift and tilt functions. The three-spool valve
uses a proportional Electro-Hydraulic control
for the auxiliary function. The lift lever has a
positive hold "Float" position and a "return-
to-dig" feature.

Loader auxiliary hydraulics w/ proportional thumb
switch w/ detent on loader control handle:
0 - 41 gpm @ 2,340 psi
(0 - 156.2 L/min @ 161 bar)

Backhoe flow @ rated engine RPM:
41 gpm @ 3,100 psi
(156.2 L/min @ 214 bar)

Manual backhoe control valve:
Six-spool monoblock open center control valve
w/ seventh and eighth spool bolt-on sections.
Features "Pro-Control" which includes custom
designed spools for each individual function
along w/ "swing cushioning" valve for zero-wag
swing control. Basic control valve has an open
center parallel circuit for all functions.

Pilot backhoe control valve:

Six, seven, or eight spool sectional closed
center control valve. Features "Pro-Control"
which includes custom designed spools
for each individual function along w/ "swing
cushioning" valve for zero-wag swing control.
Basic control valve is closed center, w/ circuits
in parallel w/ a post-compensated, flow sharing
feature for simultaneous operation of all circuits.

1-way flow auxiliary hydraulics:

1-way flow hydraulic valve is equipped w/ an
adjustable LS relief valve to control attachment
pressure and a 6 position flow control selector
for 6 detented, distinct flow settings.

Actuation:

Manual backhoe controls - cab floor pedal
Pilot controls - left-hand joystick

2-way flow auxiliary hydraulics*:

Actuation:

Activate the 2-way flow switch located on
the rear console
Manual shift - 2-way flow linkage on far right
of backhoe tower
Pilot controls - left-hand joystick.

NOTE: *Available w/ 1-way/2-way Aux. Hyd. option.

SERVICE CAPACITIES

Fuel tank 35.0 gal (132.0 L)

DEF tank 3.6 gal (13.5 L)

Hydraulic system:

Total 125 qt (118.0 L)

w/ Extendahoe® 131 qt (123.6 L)

Reservoir w/ filter 53 qt (50.5 L)

Reservoir w/o filter 55 qt (52.4 L)

Transmission - total system:

2WD Standard 18 qt (17.0 L)

4WD Standard 21 qt (19.4 L)

4WD PowerDrive H-Type 19 qt (18.0 L)

Standard front axle:

4WD Differential 8.1 qt (7.7 L)

4WD Planetaries - each 0.5 qt (0.5 L)

Rear axle:

Differential and planetaries 14.4 qt (13.6 L)

Engine oil w/ filter 8.5 qt (8.0 L)

Cooling system:

w/ heater 19.0 qt (18.0 L)

w/o heater 18.3 qt (17.3 L)

Window washer reservoir 3.0 qt (2.8 L)

OTHER SPECIFICATIONS

Front tires:

2WD 11.0 L x 16.0, 10-ply rating

4WD 12.0 L x 16.5, 10-ply rating

4WD 12.5/80 x 18.0 10-ply rating

Rear tires:

2/4WD 19.5 L x 24.0, 10-ply rating

2/4WD 500/70 R24, 10-ply rating

Turning radius: Curb to Curb:

2WD:

Brakes on 10 ft 8 in (3.24 m)

Brakes off 12 ft 4 in (3.76 m)

4WD - engaged*:

Brakes on 11 ft 4 in (3.45 m)

Brakes off 13 ft 10 in (4.21 m)

4WD - disengaged*:

Brakes on 11 ft 0 in (3.36 m)

Brakes off 12 ft 3 in (3.72 m)

NOTE: *Turning radius dimensions curb to curb
w/ 12.0 x 16.5 front tires and 19.5 L x 24.0
rear tires.

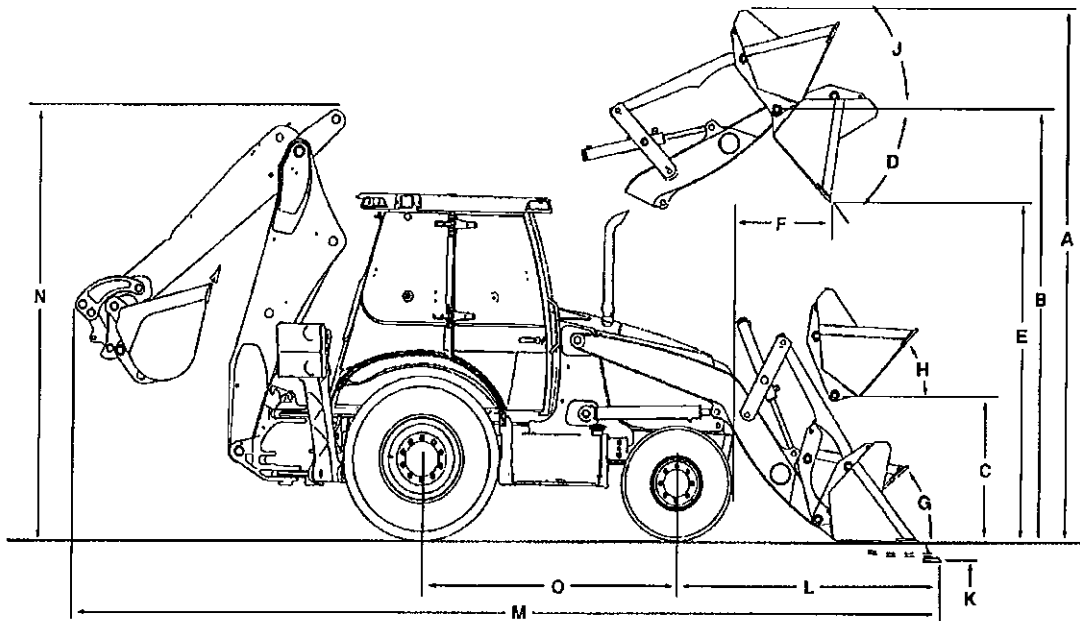
LOADER BUCKET SIZES

Type	Width	Weight	Struck	Heaped Capacity
Long Lip Bucket:				
without bolt-on edge	82 in (2.08 m)	864 lb (392 kg)	0.88 yd ³ (0.67 m ³)	1.03 yd ³ (0.79 m ³)
with bolt-on edge	93 in (2.36 m)	1,188 lb* (539 kg)	1.10 yd ³ (0.89 m ³)	1.29 yd ³ (0.99 m ³)
4 IN 1 [®] Bucket with bolt-on edge	82 in (2.08 m)	1,572 lb* (713 kg)	0.85 yd ³ (0.65 m ³)	1.04 yd ³ (0.80 m ³)

NOTE: *Weight of 4 IN 1[®] bucket includes edges, cylinders and tube lines.

BACKHOE BUCKET SIZES

Type	Width	Weight	Heaped Capacity
Universal Buckets			
	12 in (305 mm)	295 lb (134 kg)	3.40 ft ³ (0.10 m ³)
	18 in (457 mm)	356 lb (162 kg)	5.30 ft ³ (0.15 m ³)
	24 in (610 mm)	427 lb (194 kg)	7.70 ft ³ (0.22 m ³)
	30 in (762 mm)	489 lb (222 kg)	10.20 ft ³ (0.29 m ³)
	36 in (914 mm)	552 lb (251 kg)	12.70 ft ³ (0.36 m ³)
High Capacity Buckets			
	24 in (610 mm)	447 lb (203 kg)	8.50 ft ³ (0.24 m ³)
	30 in (762 mm)	502 lb (228 kg)	10.60 ft ³ (0.30 m ³)



Line drawings are for illustrative purpose only and may not be exact representation of unit.

LOADER DIMENSIONS		
	Long Lip Bucket	4 IN 1 [®] Bucket
A. Overall operating height - fully raised	13 ft 9 in (4.18 m)	13 ft 8 in (4.16 m)
Height to:		
B. Bucket hinge pin fully raised	11 ft 3 in (3.42 m)	11 ft 3 in (3.42 m)
C. Bucket hinge pin at SAE carry	13.6 in (345 mm)	13.6 in (345 mm)
D. Dump angle at full height	47°	47°
E. Dump clearance at full height, 45° dump:		
Bucket	8 ft 10 in (2.69 m)	8 ft 11 in (2.71 m)
Clam open	—	9 ft 8 in (2.96 m)
F. Dump reach at full height, 45° dump - from bumper:		
Bucket	31.5 in (801 mm)	29.1 in (738 mm)
Clam open	—	15.3 in (388 mm)
Bucket rollback:		
G. @ Groundline	42°	42°
H. @ SAE carry	42°	42°
J. @ Full height	Adjustable	Adjustable
K. Digging depth below grade:		
Bucket flat	6.1 in (155 mm)	4.8 in (122 mm)
Clam open - dozing	—	4.1 in (103 mm)
L. Reach from front axle centerline - bucket on ground	6 ft 10 in (2.07 m)	6 ft 8 in (2.03 m)
Lift capacity to full height - calculated values	7,044 lb (3 195 kg)	6,703 lb (3 040 kg)
Breakout force:		
Lift cylinders	9,833 lb (4 460 daN)	9,610 lb (4 359 daN)
Dump cylinders	10,947 lb (4 965 daN)	11,658 lb (5 288 daN)
Bucket cutting edge width	82.5 in (2.09 m)	82.0 in (2.08 m)
Maximum grading angle	114°	114°
Maximum clam opening	—	38.3 in (972 mm)
Moldboard height	—	36.8 in (934 mm)
Raising time to full height - manual/pilot controls	2.6/3.2 sec	2.6/3.2 sec
Bucket dumping time	0.8/1.2 sec	0.8/1.2 sec
Lowering time:		
Power down	1.9/2.1 sec	1.9/2.1 sec
Return-to-dig	2.5/2.2 sec	2.5/2.2 sec
Clam:		
Open time	—	1.1 sec
Close time	—	1.1 sec

NOTE: Loader dimensions taken with 4WD, 12.0 x 16.5 front tires and 19.5 L x 24.0 rear tires.

DIMENSIONS

	2WD with 17.5 L x 24.0 rear tires	4WD with 19.5 L x 24.0 tires
M. Overall transport length:		
Long Lip bucket with Quick Coupler	23 ft 5 in (7.14 m)	23 ft 4 in (7.10 m)
4 IN 1 [®] bucket with Quick Coupler	23 ft 3 in (7.07 m)	23 ft 1 in (7.04 m)
Long Lip bucket with Straight Links	23 ft 6 in (7.15 m)	23 ft 4 in (7.12 m)
4 IN 1 [®] bucket with Straight Links	23 ft 3 in (7.09 m)	23 ft 2 in (7.06 m)
Overall transport width	7 ft 2 in (2.17 m)	7 ft 2 in (2.17 m)
Height:		
To top of canopy	8 ft 8 in (2.64 m)	8 ft 9 in (2.66 m)
To top of cab	8 ft 9 in (2.68 m)	8 ft 11 in (2.72 m)
To top of exhaust stack	8 ft 5 in (2.58 m)	8 ft 7 in (2.62 m)
N. Transport		
Ground clearance at backhoe frame	12 in (304 mm)	15.0 in (381 mm)
Angle of departure	15.3°	19.0°
Front wheel tread:		
11.0 L x 16.0	67.5 in (1.72 m)	67.5 in (1.72 m)
12.0 L x 16.5	67.7 in (1.72 m)	67.7 in (1.72 m)
12.5/80 x 18.0	70.3 in (1.79 m)	70.3 in (1.79 m)
19.5 L x 24.0	61.2 in (1.55 m)	61.2 in (1.55 m)
17.5 L x 24.0	63.1 in (1.60 m)	63.1 in (1.60 m)
Width over tires:		
11.0 L x 16.0	79.3 in (2.02 m)	79.3 in (2.02 m)
12.0 L x 16.5	81.1 in (2.06 m)	81.1 in (2.06 m)
12.5/80 x 18.0	82.9 in (2.10 m)	82.9 in (2.10 m)
19.5 L x 24.0	81.4 in (2.07 m)	81.4 in (2.07 m)
17.5 L x 24.0	81.7 in (2.07 m)	81.7 in (2.07 m)
O. Wheelbase:		
19.5 L x 24.0	84.0 in (2.13 m)	84.5 in (2.15 m)
17.5 L x 24.0	84.0 in (2.13 m)	84.5 in (2.15 m)

	Bore Diameter	Rod Diameter	Stroke	Closed Length
Loader:				
Lift - 2	3.25 in (82.6 mm)	1.75 in (44.5 mm)	28.86 in (733.0 mm)	42.95 in (1 062.0 mm)
Dump - 2	3.00 in (76.2 mm)	1.50 in (38.1 mm)	20.33 in (516.5 mm)	29.90 in (759.5 mm)
4 IN 1 [®] clam - 2	3.00 in (76.2 mm)	1.75 in (44.5 mm)	9.08 in (230.6 mm)	19.62 in (498.3 mm)
Backhoe:				
Boom	5.00 in (127.0 mm)	2.50 in (63.5 mm)	38.25 in (971.6 mm)	52.82 in (1 341.6 mm)
Dipperstick	4.75 in (120.7 mm)	2.50 in (63.5 mm)	25.14 in (628.5 mm)	39.65 in (1 007.0 mm)
Bucket	3.50 in (88.9 mm)	2.50 in (63.5 mm)	35.35 in (897.9 mm)	48.17 in (1 223.6 mm)
Extendahoe [®]	3.00 in (76.2 mm)	1.75 in (44.5 mm)	42.05 in (1 068.0 mm)	56.22 in (1 428.0 mm)
Swing - 2	4.00 in (101.6 mm)	2.00 in (50.8 mm)	11.50 in (292.0 mm)	24.44 in (620.8 mm)
Stabilizer - 2	4.50 in (114.3 mm)	2.25 in (57.2 mm)	21.37 in (542.9 mm)	33.87 in (860.2 mm)

AXLE RATINGS

	Front - 2WD	Rear	Front - 4WD
Maximum static	70,821 lb (32 124 kg)	90,145 lb (40 889 kg)	64,613 lb (29 308 kg)
Dynamic operating	44,261 lb (20 076 kg)	56,200 lb (25 492 kg)	39,328 lb (17 839 kg)
Static operating	17,704 lb (8 030 kg)	22,480 lb (10 197 kg)	15,732 lb (7 136 kg)
Oscillation - front axle	22° total - 11° side to side	—	22° total - 11° side to side

BACKHOE LIFT CAPACITIES

Boom Lift	Standard Backhoe		Extendahoe®			
	Standard	Power Lift	Retracted		Extended	
	Lift Capacity lb (kg)	Lift Capacity lb (kg)	Lift Capacity lb (kg)	Lift Capacity lb (kg)	Lift Capacity lb (kg)	Lift Capacity lb (kg)
+16 ft (4.87 m)	—	—	—	—	2,115 (959)	2,298 (1 043)
+14 ft (4.27 m)	3,039 (1 378)	3,285 (1 490)	2,837 (1 287)	3,083 (1 398)	2,395 (1 086)	2,603 (1 181)
+12 ft (3.66 m)	3,413 (1 548)	3,691 (1 674)	3,201 (1 452)	3,479 (1 578)	2,536 (1 151)	2,757 (1 250)
+10 ft (3.05 m)	3,499 (1 587)	3,784 (1 716)	3,281 (1 488)	3,566 (1 618)	2,593 (1 176)	2,818 (1 278)
+8 ft (2.44 m)	3,485 (1 581)	3,768 (1 709)	3,263 (1 480)	3,546 (1 608)	2,564 (1 163)	2,786 (1 264)
+6 ft (1.83 m)	3,438 (1 559)	3,717 (1 686)	3,213 (1 457)	3,492 (1 584)	2,549 (1 156)	2,770 (1 257)
+4 ft (1.22 m)	3,374 (1 530)	3,648 (1 655)	3,146 (1 427)	3,420 (1 551)	2,521 (1 144)	2,741 (1 243)
+2 ft (0.61 m)	3,307 (1 500)	3,575 (1 622)	3,077 (1 396)	3,345 (1 517)	2,489 (1 129)	2,706 (1 227)
Ground Level	3,251 (1 475)	3,513 (1 594)	3,018 (1 369)	3,280 (1 488)	2,489 (1 129)	2,706 (1 227)
-2 ft (0.61 m)	3,201 (1 452)	3,459 (1 569)	2,965 (1 345)	3,223 (1 462)	2,466 (1 118)	2,680 (1 215)
-4 ft (1.22 m)	3,175 (1 440)	3,430 (1 556)	2,935 (1 331)	3,190 (1 447)	2,446 (1 109)	2,659 (1 206)
-6 ft (1.83 m)	3,182 (1 443)	3,437 (1 559)	2,938 (1 333)	3,193 (1 448)	2,443 (1 108)	2,656 (1 205)
-8 ft (2.44 m)	3,258 (1 478)	3,520 (1 597)	3,007 (1 364)	3,269 (1 483)	2,465 (1 118)	2,679 (1 215)
-10 ft (3.05 m)	3,441 (1 561)	3,717 (1 686)	3,175 (1 440)	3,451 (1 565)	2,530 (1 148)	2,750 (1 248)
-12 ft (3.66 m)	—	—	—	—	2,707 (1 228)	2,943 (1 335)
-14 ft (4.27 m)	—	—	—	—	3,239 (1 469)	3,521 (1 597)
Dipper Lift						
+14 ft (4.27 m)	—	—	—	—	4,281 (1 942)	4,281 (1 942)
+12 ft (3.66 m)	5,822 (2 641)	5,822 (2 641)	5,618 (2 548)	5,618 (2 548)	4,046 (1 835)	4,046 (1 835)
+10 ft (3.05 m)	5,600 (2 540)	5,600 (2 540)	5,399 (2 449)	5,399 (2 449)	3,984 (1 807)	3,984 (1 807)
+8 ft (2.44 m)	5,562 (2 523)	5,562 (2 523)	5,360 (2 431)	5,360 (2 431)	3,913 (1 775)	3,913 (1 775)
+6 ft (1.83 m)	6,236 (2 829)	6,236 (2 829)	6,030 (2 735)	6,030 (2 735)	4,166 (1 889)	4,166 (1 889)
+4 ft (1.22 m)	7,424 (3 368)	7,424 (3 368)	7,203 (3 267)	7,203 (3 267)	4,102 (1 861)	4,102 (1 861)
+2 ft (0.61 m)	—	—	—	—	4,850 (2 200)	4,850 (2 200)

NOTE: Boom and Dipper Lift Capacities are rated per SAE J31 and are 87% of the maximum hydraulic lift force available with the specified options.

	Standard Backhoe	Extendahoe®	
		Retracted	Extended
Digging depth:			
Maximum	14 ft 6 in (4.41 m)	14 ft 6 in (4.41 m)	17 ft 11 in (5.47 m)
Maximum with hi-capacity bucket	15 ft 0 in (4.51 m)	15 ft 0 in (4.51 m)	18 ft 6 in (5.63 m)
2 ft (610 mm) flat bottom	14 ft 4 in (4.37 m)	14 ft 4 in (4.37 m)	17 ft 10 in (5.43 m)
8 ft (2.44 m) flat bottom	13 ft 4 in (4.06 m)	13 ft 4 in (4.06 m)	17 ft 1 in (5.19 m)
Overall reach from:			
Rear axle centerline	21 ft 10 in (6.66 m)	21 ft 10 in (6.66 m)	25 ft 3 in (7.69 m)
Swing pivot	18 ft 2 in (5.55 m)	18 ft 2 in (5.55 m)	21 ft 7 in (6.58 m)
Loading height	12 ft 1 in (3.67 m)	12 ft 1 in (3.67 m)	14 ft 5 in (4.38 m)
Loading reach	4 ft 7 in (1.41 m)	4 ft 7 in (1.41 m)	7 ft 3 in (2.20 m)
Swing arc	180°	180°	180°
Bucket rotation:			
Straight links	175.6°	175.6°	175.6°
Mechanical coupler	198.0°	198.0°	198.0°
Hydraulic coupler – Extendahoe® dipper	194.8°	194.8°	194.8°
Hydraulic coupler – standard dipper	198.0°	198.0°	198.0°
Stabilizer spread – operating:			
Flip pad	9 ft 3 in (2.82 m)	9 ft 3 in (2.82 m)	9 ft 3 in (2.82 m)
Cast pad	9 ft 7 in (2.93 m)	9 ft 7 in (2.93 m)	9 ft 7 in (2.93 m)
Digging force:			
Bucket cylinder – SAE rated 3,460 psi	13,975 lb (61 363 N)	13,975 lb (61 363 N)	13,975 lb (61 363 N)
Bucket cylinder – Power Lift	14,452 lb (64 240 N)	14,452 lb (64 240 N)	14,452 lb (64 240 N)
Dipper cylinder – SAE rated 3,460 psi	8,657 lb (38 508 N)	8,657 lb (38 508 N)	6,305 lb (28 045 N)
Dipper cylinder – Power Lift	9,070 lb (40 345 N)	9,070 lb (40 345 N)	6,606 lb (29 382.7 N)
Leveling angle:			
Flip pad	11.8°	11.8°	11.8°
Cast pad	12.8°	12.8°	12.8°

NOTE: Lift capacities apply straight to the rear of prime mover. 4WD with 19.5 L x 24.0 tires equipped with 24 in (610 mm) heavy-duty bucket and Case coupler except as noted.

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

FPT F5BFL413B diesel
Selective Catalytic Reduction – SCR
Full flow engine oil filter
Aspirated air cleaner – replaceable dual element dry type with radial seal
Fuel filter with water trap
Radiator with de-aeration bottle
Antifreeze to -34° F (-37° C)
Electronic throttles – foot and rotary hand
Self-adjusting belt
High Pressure Common Rail computer controlled injection with diagnostic features
Engine ECO Mode – Detent on backhoe hand throttle, push button switch on dash
Auto Engine Idle
Auto Engine Shutdown
Auto Protection Shutdown
Electronic Fuel Priming
Cold Weather Starting Aid:
Dual 12 volt batteries, glow plugs, engine block heater and heated CCV hose

DRIVETRAIN

Power Shuttle 4F-4R synchromesh transmission
Front axle:
2WD front axle with 11.0 L x 16.0 tires
4WD mechanically driven front axle with 12.0 L x 16.5 tires and drive shaft guard
Rear axle:
2/4WD heavy-duty outboard planetary drive, with 19.5 L x 24.0 tires
Torque converter – 11.8 in (300 mm)
On-the-go electric 4WD control
Electric F/R shuttle control
Electric differential lock control, push-button
Park brake, spring-applied, hydraulic release – SAHR
Drive shaft guard – 4WD models

HYDRAULICS

Ground level remote hydraulic test ports
Pump:
41 gpm @ 3,000 psi
(156.2 L/min @ 207 bar)
Heavy-duty hydraulic oil cooler
7-micron, spin on oil filter

LOADER

Bucket position indicator; Lifting lugs and tie downs on standard bucket; Single lever control with self-leveling and return-to-dig; Hand operated clutch disconnects on loader and shift levers, single lever
4-function loader control: lift, dump, clutch cut-out, differential lock

BACKHOE

Over center design, Fabricated "S" boom; Pro Control System; Dipperstick integrated serrated gripper teeth; Case mechanical coupler
Cleared dirt stabilizer pads

OTHER

Forward tilt engine hood
Replaceable, molded front bumpers
Front/Rear tie downs
Reflective logos
Signal Lights – cab and canopy:
2 rear tail/stop
2 front flashers/turn
2 rear flashers/turn
Working/Driving Lights – cab and canopy:
Adjustable halogen work lights – 55 W:
4 front
2 side – one left, one right
4 rear
Master disconnect switch and remote jump-start terminals
Hydrostatic steering
Backup alarm
Vertical spin-on engine oil, fuel and hydraulic filters
Locking DEF/Fuel covers
Tool box – bolt-on, step-mounted

TELEMATICS

CASE SiteWatch™ Telematics – includes hardware and a 3-yr Advanced data subscription

WARRANTY

1-Year/Unlimited-Hour Full-Coverage Base Limited Warranty
2-Year/2,000-Hour Extended Engine Warranty

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Speed selectable Auto Ride Control – 4WD models
Comfort Steering with two speed steering pump and 3rd/4th gear cutout
ROPS/FOPS certified protective cab available in LH Door or 2 door with heat, A/C, defroster, door activated dome light, 4 front, 4 rear and 2 adjustable side lights, floor mat, tinted glass, bluetooth radio, front and rear wiper and fender extensions
Deluxe Cab package included on 2-door cabs includes: deluxe interior, viscous fan, pull-down sun visor and 72 dba sound level
Premium multi-color, hand stitched cloth, heated air suspension seat – not for use with ROPS Canopy option

ENGINE

Severe Cold Weather Starting Aid:
Synthetic transmission, hydraulic and engine oil – order with cold weather starting aid

DRIVETRAIN

PowerDrive H-Type transmission, 4F-4R, hydraulic clutch shifting, kick down, transmission disconnect and FNR switch in loader control lever, Includes auto shift mode and direct drive
4WD heavy-duty mechanically driven front axle with 12.5/80 x 18.0 tires

LOADER

Auxiliary hydraulics for loader-mounted equipment with thumb-operated proportional control
Hydraulic front quick coupler
Tool portfolio of additional attachments
Buckets – see page 2

BACKHOE

1-way Auxiliary backhoe hydraulics for hammers, plate compactors or similar
1-way flow attachments
1-way/2-way Auxiliary backhoe hydraulics for hammers, plate compactors or similar
1-way flow attachments or switch to 2-way flow for thumbs, augers or similar 2-way flow attachments
Extendahoe®
Power Lift
Power Boost
Bolt-on hardened gripper teeth
Two-lever control – backhoe or Extendahoe®
Pilot operated control system:
Fingertip proportional Electro-Hydraulic stabilizer controls
Thumb-operated proportional Electro-Hydraulic Extendahoe® control
Thumb-operated horn button
Thumb-operated auxiliary hydraulic control
Infinitely adjustable towers
In-cab switchable "excavator to backhoe" control pattern change
Flip over stabilizer pads
Hydraulic bucket quick coupler
Universal coupler – CAT/Deere compatible
Buckets – see page 2

Hydraulic thumb – Includes: 2 replaceable, high strength, bolt on tines with two positions for Universal or Hi-Cap buckets – meshes with Bucket teeth on 18 in & 24 in Buckets

OTHER

Front tires:
11.0 L x 16.0 or 12.0 L x 16.5
12.5/80 x 18.0 10-ply Includes heavy duty front axle
Rear tires:
500/70 R24 Michelin or 19.5 L x 24.0
Special paint
LED Working/Driving Light Package:
4 front
4 rear
2 side
Front Fenders
Special Feature Request

CaseCE.com

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CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE202012580SN
Replaces Form No. CCE201810380SN

580SN

7 of 7

CASE
CONSTRUCTION

ProCare



**WARRANTY, MAINTENANCE AND TELEMATICS.
ALL OF IT. STANDARD. AND ONLY FROM CASE.**

CASE ProCare is the industry's most comprehensive and standard warranty program, and the industry's most powerful maintenance and telematics program. ProCare is standard on all CASE bulldozers, excavators, wheel loaders and compactors. ProCare is available for up to three years, 10,000 hours of operation, or 100,000 miles, whichever is the longest.



ProCare

THE MOST COMPLETE HEAVY MACHINE SUPPORT PROGRAM IN THE INDUSTRY.



3-YEAR / 3000-HR. FULL-MACHINE FACTORY LIMITED WARRANTY*

The ProCare package starts with industry-leading, comprehensive warranty coverage that frees you to use your CASE equipment like it's meant to be used. So don't hold back, go big. We've got you covered.

- + Industry-leading coverage
- + Worry-free ownership

3-YEAR / 2000-HR. PLANNED MAINTENANCE**

With factory-trained CASE technicians taking care of your scheduled service, you get more than peak performance. You get fixed maintenance costs that help you budget better throughout the life of your machine.

- + Reduced ownership costs
- + Application and technical support
- + Maximized uptime

3-YEAR ADVANCED SITEWATCH™ SUBSCRIPTION

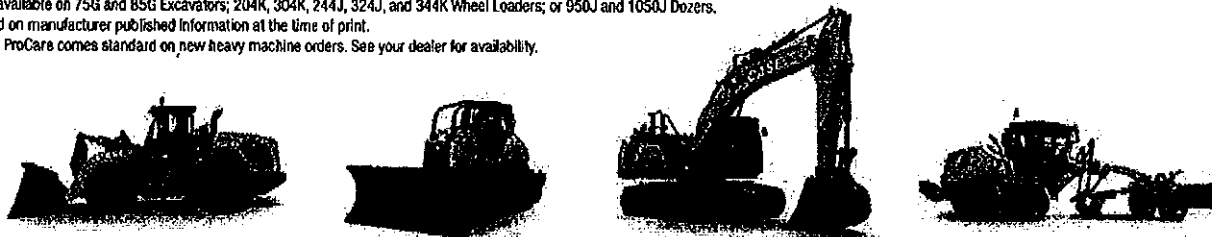
Break the boundaries of fleet management with Advanced CASE SiteWatch telematics. Get real-time performance metrics, idle-time analytics, scheduled maintenance intervals and programmable security alerts sent to any computer, anytime, anywhere.

- + Machine tracking
- + Maintenance reminders
- + Customized reporting

THE PROCARE COMPETITIVE ADVANTAGE.

	FACTORY WARRANTY	PLANNED MAINTENANCE	TELEMATICS
CASE ProCare	3-yr / 3000-hr Full-Machine	3-yr / 2000-hr Planned Maintenance	3-yr Advanced CASE SiteWatch Subscription
Caterpillar	1-yr Full-Machine	Optional Feature at Additional Cost	5-yr Product Link
Komatsu	1-yr Full-Machine	3-yr / 2000-hr Planned Maintenance	KOMTRAX Included
Deere	1-yr Full-Machine	Optional Feature at Additional Cost	6-yr WorkSight™†
Volvo	1-yr / 2500-hr Full-Machine	Optional Feature at Additional Cost	4-yr CareTrack telematics

*Any competitors' names, brands and/or logos referred to herein are the trademarks of those respective companies.
 **ProCare eligible machines purchased prior to September 1, 2019 receive 3-year/3000-hr planned maintenance coverage.
 †Not available on 75G and 85G Excavators; 204K, 304K, 244J, 324J, and 344K Wheel Loaders; or 950J and 1050J Dozers.
 Based on manufacturer published information at the time of print.
 CASE ProCare comes standard on new heavy machine orders. See your dealer for availability.



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 Replaces Form No. CCE201902PC

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CASE Construction Equipment is biodiesel-friendly.

NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Proposal	Description	Cost	Total
CUS-PRP-0127-ELK	Elkins Unit A	\$38,593.84	
CUS-PRP-0128-ELK	Elkins Unit B	\$24,386.72	
CUS-PRP-0129-ELK	Elkins Unit C	\$19,161.60	
CUS-PRP-0130-ELK	Elkins Unit F	\$24,260.88	
CUS-PRP-0133-ELK	Elkins Unit G	\$24,691.42	
CUS-PRP-0131-ELK	Elkins Unit H	\$24,350.88	
CUS-PRP-0138-ELK	Ignition Migration	\$93,348.72	
	Sub-Total		\$248,794.06

Total Cost of Project	\$248,794.06
Initial Startup Cost	\$24,999.00
Ignition Software, Parts and 10% of Labor	\$87,948.42

Total already Invested	\$112,947.42
------------------------	--------------

Funds Still Needed	\$135,846.64
8.8% increase in cost of equipment	\$11,954.50
Total Deficit	\$147,801.14



Planning | Urban Design
Landscape Architecture
Economics | Real Estate

February 18, 2022
Project R210958.00

Elkins Riverfront Development
Attn: Jessica Sutton, City Clerk
401 Davis Avenue
Elkins, West Virginia 26241

**Elkins Riverfront Development Master Plan
Elkins, West Virginia**

Dear Ms. Sutton:

It was a pleasure to speak with you on 2.11.22 to discuss potential improvements for the riverfront area located in Elkins, West Virginia (WV). We are excited about the opportunity to work with you and your stakeholders and appreciate you considering us as your teaming partner for such an exciting project!

This scope is tailored in a manner so that each task will be able to build upon the information gathered in the previous task. GAI / CSG is qualified to provide the requested services entirely from our Charleston office. The study area shall focus on an area surrounding the riverfront as highlighted in previous studies.

We look forward to engaging the City of Elkins, Woodlands Development Group (OWNER) and its collective stakeholders in a collaborative planning and design process, making the group's vision a reality.

Scope of Services

Task 1: Review Existing Plans / Base Map Prep / Programming

GAI / CSG will begin working on the project with the following startup tasks that will serve as the foundation for developing the final Master Plan:

Subtask 1.1: Existing Information Review / Base Map Preparation

GAI / CSG will review any existing planning documents and studies prepared to date. GAI / CSG will obtain available boundary, utility, and topographic survey information (prepared by others) to use as the basis for the master planning work. Mapping data collected may include aerial photography, topography, hydrology, parcels, roads, parking areas, structures, and vegetation.

No additional surveying is included in this proposal.

Subtask 1.2: Programming

GAI / CSG will coordinate with the Owner to develop an initial list of programming goals for the project area. This list will serve as framework for the later analysis phase of the project to ensure that all aspects of the site are properly examined. The initial programming is subject to change as project develops.

Task 2: Site Visit / Stakeholder Meeting / Public Workshop

Subtask 2.1: Initial Site Visit / Kickoff Meeting / Stakeholder Meeting

GAI / CSG will undertake an initial site visit with the Owner. This initial walkthrough will improve the team's understanding of the project site and the issues surrounding the development of the project and will enable our project team to better communicate with the project's stakeholders. GAI / CSG will document its observations with relevant photographs and notes, then prepare a series of analysis overlays that summarize the opportunities and constraints of the site.

Prior to beginning in-depth analysis, GAI / CSG will conduct one (1) vision session with the stakeholder committee. This facilitated work session is structured to be a highly participative meeting in which participants can explore key aspects to be included into the Master Plan. The purpose of this meeting is to:

- Define the intent / extent of the Master Plan study;
- Identify project goals, objectives and overarching priorities to be addressed in the Master Plan;
- Establish criteria for a successful project that will inform Master Plan development and evaluation;
- Identify unique cultural considerations;
- Identify opportunities, constraints and issues;
- Build consensus and align project direction;
- Review project requirements, site conditions, and roles and responsibilities;
- Identify new information needs and next steps; and
- Transfer any information to the Consultant which would assist in the completion of the project.

This will establish the framework for developing physical planning concepts. We go to great lengths to avoid preconceptions, challenge our own assumptions, and look with a fresh and inquisitive eye at each master planning project we undertake. **We take nothing for granted**, making each planning effort a search for appropriate guidelines that accurately reflects the current and future space needs and are respectful of the character of the surrounding area and of our clients' aspirations.

Subtask 2.2 Public Workshop

GAI / CSG shall conduct one (1) public workshop with the Owner present following the stakeholder meeting to engage community members and receive comments on the proposed site improvements. This facilitated work session is structured to be a highly participative meeting in which participants can explore key aspects to be included into the Master Plan. The purpose of this meeting is to ensure that input from the community is heard and meet the requirements of grants that may be pursued for funding of future riverfront projects that arise from the Master Plan.

Task 3: Preliminary Conceptual Design

Subtask 3.1: Site Analysis

GAI shall perform necessary site analysis of the project to determine the optimum location for the proposed improvements to the riverfront area as discussed in the programming task. If available, additional information such as historic roadway plans, city mapping, reports, etc. provided by the Owner shall also be reviewed and included in our analysis for the preparation of the conceptual development drawings.

Additional information provided by the Owner shall also be reviewed if applicable for the preparation of the Master Plan. We anticipate the following as necessary elements to be researched and analyzed for the site:

- **Physical Attributes:** Hydrology, topography, climate, soils, geology, Lighting, signage and furnishings, maintenance, infrastructure, public access and circulation, stormwater, and utilities.
- **Environmental Attributes:** Natural resources and landscape features; scenic resources, water quality (point and non-point sources)
- **Cultural Attributes:** Adjacent & Intrinsic Land Use, Regulation & Zoning (Federal, State, Local), Public Infrastructure & Utilities, Perceptual Qualities (Visibility, Views, Noise and Site Amenities), Historical & Cultural Influences, Existing Structures, and potential projects / sites for integration of public art.
- **Integration & Synthesis:** Spatial Analysis, Site Development Capacity, and Suitability Analysis.

Subtask 3.2: Schematic Concept Plan

Working with the OWNER and their representatives, GAI / CSG shall evaluate the desired scope of development for the project to identify specific design requirements identified during the public workshop and stakeholder meeting identified that may be required to complete the master plan and preliminary cost opinions.

We anticipate developing several scenarios to address the overall project. We shall work with your described vision of the project and suggest creative and aesthetic options to enhance the property image while still being functional. We

anticipate that at a minimum, the following items shall be addressed in the schematic design:

- Water access and fishing piers
- Foot trails, walkways, and linkages
- Public art
- Parking
- Wayfinding

Subtask 3.3: Preliminary Schematic Design Presentation

GAI / CSG shall conduct one (1) virtual meeting to present the preliminary concept developed from the original kick off / programming meeting. GAI / CSG will present the development scenario from the first meeting and will solicit input from the Owner and their stakeholder group.

Task 4: Final Master Plan & Preliminary Cost Opinion

Subtask 4.1: Final Master Plan and Perspective Renderings

After the Owner has reviewed and approved the schematic design, GAI / CSG will prepare graphics including a final color rendered master plan to convey the site design objective in a clear and imaginative manner. The plan will graphically illustrate the final design and include:

- Illustration of the desired character and vision of the proposed development.
- Recommendations for context sensitive development.
- Preservation of any potential cultural and historical assets.
- Community and greenway linkages.

Subtask 4.2: Final Masterplan Presentation

GAI / CSG shall conduct one (1) meeting to present the final masterplan.

Subtask 4.3: Cost Opinion

GAI will prepare a preliminary cost estimate based on the final masterplan renderings to aid the owner in establishing a construction budget for the project. The cost opinion will be preliminary in nature and is not intended to be used for actual construction activities.

Deliverables

GAI / CSG will prepare the following deliverables for the conceptual site plan at the conclusion of the project process:

- One (1) board with colored renderings of final plan
- Six (6) 11x17" hard copies of color renderings
- One (1) Cost opinion
- One (1) compact disc (or thumb drive) containing digital files of renderings and cost opinion

Fee and Schedule

Compensation

GAI / CSG will perform the services described herein for a Lump-Sum Fee of \$14,500.00 according to the breakdown by task below. GAI / CSG will not exceed this fee or perform out of scope services without prior written consent and approval from the Owner.

For and in consideration:

Task 1:	Project Initiation / Base Map Prep / Programming	\$500.00
Task 2:	Site Visit / Stakeholder Meeting / Public Meeting	\$5,000.00
Task 3:	Preliminary Concept Plan	\$4,000.00
Task 4:	Final Master Plan / Graphics	\$5,000.00
Total Lump Sum Fee		\$14,500.00

**Schedule will be mutually agreed upon by consultant and owner and tailored to meet the Owners specific milestones as needed prior to execution of contract.*

Assumptions & Exclusions

This proposal contains our best evaluation of the tasks required to accomplish the Owner's goals for the project based on the information presently available. GAI / CSG will perform its services in accordance with good and accepted professional standards and practices at the time it performs its services. However, unknown variables on the site may have a significant effect on the complexity of the project. We have stated throughout the proposal any assumptions specific to that task. Presented below are items that are specifically excluded from the scope of services and assumptions that could affect the scope and price of the project.

Assumptions

GAI / CSG will perform all services hereunder in a reasonably skillful and prudent manner and shall exercise that degree of professional care consistent with that exercised by members of the same profession practicing currently under the same or similar circumstances in the State of West Virginia and all GAI / CSG's services hereunder shall be performed as expeditiously as is consistent with such standards.

The schedule will be extended in the event unforeseen developments or circumstances arise that are beyond the control of GAI / CSG.

The Owner will provide permissions for access by GAI / CSG to any private property that may be required for GAI / CSG to perform its services.

GAI / CSG's opinions of probable construction cost(s) will be prepared based on GAI / CSG's general familiarity with the construction process, but GAI / CSG cannot guarantee the actual construction costs or contractor bids will not vary from its opinion, depending on the actual bidding or construction conditions at the time of bidding or the actual cost of labor, equipment or materials.

GAI / CSG may rely on documents, data or other information pertinent to the project received from other sources.

The Owner will review and provide comments and approvals on all interim and final deliverables submitted by GAI / CSG in a mutually agreed time frame.

GAI / CSG will initiate performance upon receipt of the Owner's authorization and perform in accordance with agreed upon schedule(s). Performance by either party will be excused due to unforeseen events or circumstances beyond the control of either party.

Exclusions

The scope of work **does not include** the following services based on the project requirements. As project needs arise, GAI / CSG can prepare a supplement to the contract for these additional services at the request of the Owner at any time during the project.

- Aerial mapping or field surveying.
- Permitting Services
- Environmental site assessments, testing, or permitting.
- Archeological site assessments
- Utility, geotechnical, and structural investigations or assessments.
- Building feasibility assessments.
- Traffic studies.
- Variance and zoning applications.
- Other services not specifically included in the proposal.

Closing

GAI appreciates the opportunity to provide these services to The City of Elkins / Woodland Development Group and we look forward to the opportunity to work together on this project. Please contact Dave Gilmore at 681.245.6887, or via email at d.gilmore@gaiconsultants.com, with any questions about this proposal.

Sincerely,

**Community Solutions Group,
a GAI Consultants, Inc. Service Group**

David Gilmore

Digitally signed by David Gilmore
DN:
E=d.gilmore@gaiconsultants.com,
CN=David Gilmore
Date: 2022.02.23 15:12:41-05'00'

David Gilmore, PLA, MBA
Director of Landscape Architecture & Urban Design

DG/lmt

EXHIBIT A

GAI Standard Terms and Conditions for Professional Services

Project Number: R210958.00

THIS AGREEMENT, made and entered into this 18th day of February, 2022 is by and between GAI Consultants, Inc., its directors, officers and employees located at 500 Lee Street East, Suite 700, Charleston, West Virginia 25301, (hereinafter collectively referred to as "GAI"), and The City of Elkins, C/O Ms. Jessica Sutton, City Clerk, 401 Davis Avenue Elkins, West Virginia 26241, (hereinafter referred to as "CLIENT").

This AGREEMENT is subject to and incorporates the provisions of GAI's Proposal dated 2.18.22, attached hereto. In the event of any conflict between this AGREEMENT and GAI's Proposal, the terms of GAI's Proposal shall govern.

WHEREAS, CLIENT is desirous of engaging GAI to provide certain professional services described in GAI's Proposal dated 2.18.22, and

WHEREAS, GAI is agreeable to performing the professional services described under these terms and conditions,

WHEREFORE, the parties hereto do mutually agree as follows:

Article 1. Scope of Services - GAI shall perform the Services described in GAI's Proposal, incorporated herein by reference, in connection with the following project: **Elkins Riverfront Development**, located at Elkins WV. 26241

Article 2. Compensation - GAI agrees to accept and CLIENT agrees to pay the compensation on a lump sum basis as set forth in GAI's Proposal dated 2.18.22.

Article 3. Invoicing/Payment

1. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
2. Invoices are due and payable in U.S. dollars within 30days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary.
3. Payments shall include the GAI invoice number and be mailed directly to GAI at the address first written above to the attention of the Accounts Receivable.

Article 4. Changes - CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of this AGREEMENT, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

Article 5. CLIENT Responsibilities - CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in this AGREEMENT and, as applicable and necessary for GAI to perform its services. CLIENT will:

1. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints, third party certification requirement(s), standards or budget limitation(s).
2. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
3. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
4. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under this AGREEMENT.
5. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
6. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
7. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
9. Furnish such legal and insurance counseling services as CLIENT may require for the Project.

Article 6. Schedule/Delays - GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the mutually agreed schedule, **provided however**, the performance under this AGREEMENT shall be excused in the event performance of this AGREEMENT is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.

Article 7. Document Ownership and Reuse

1. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.

2. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
3. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.

Article 8. Standard of Performance - GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Article 9. Insurance

1. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the AGREEMENT, and subject to the terms and conditions of the policies keep in force the following insurance:
 - A. Worker's Compensation Insurance with Other States' endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000;
 - B. Comprehensive General Liability Insurance, including Contractor's Protective and Completed Operations, covering bodily injuries with limits of \$2,000,000 per occurrence and aggregate, and property damage with limits of \$2,000,000 per occurrence and aggregate;
 - C. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;

If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's Insurance specified above.

2. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
3. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its Contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable federal, state and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.

Article 10. Indemnity - Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services.

Article 11. Limitation of Liability - In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under this AGREEMENT, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under this AGREEMENT for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses resulting from the negligent act, errors or omissions of GAI or its employees occurring during performance under this AGREEMENT. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under this AGREEMENT. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.

Article 12. Disclaimer of Consequential Damages - Notwithstanding anything to the contrary in this AGREEMENT, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

Article 13. Probable Construction Cost Estimates - Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.

Article 14. Confidentiality/Non-Disclosure - GAI shall not disclose or permit disclosure of any information developed in connection with its performance under this AGREEMENT or received from CLIENT or the Project Owner, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of this AGREEMENT. GAI shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any federal, state or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the Project Owner is contingent upon GAI receiving further compensation for such assistance, including without limitation, a reasonable attorney's fee, in assisting CLIENT.

Article 15. Certifications - GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under this AGREEMENT unless:

1. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
2. GAI believes that the work performed, tested or observed meets the certification criteria; and
3. GAI gave its written approval of the certification's exact form before executing this AGREEMENT.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

Article 16. Miscellaneous Terms of Agreement

1. This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the state of the GAI office location first written above without giving effect to its conflict of law principles. If any part of this AGREEMENT shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
2. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in this AGREEMENT and GAI's Proposal without the written consent of the other party, which shall not be unreasonable withheld. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
3. This AGREEMENT shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under this AGREEMENT and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
4. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law. In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.
5. Either the CLIENT or GAI may terminate or suspend performance of this AGREEMENT without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - A. In the event of material breach of this AGREEMENT, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences reasonable steps to cure the breach within the ten-day period.
 - B. In the event of the termination, other than caused by a material breach of this AGREEMENT by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports

necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or sub-consultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.

- C. In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under this AGREEMENT.
6. Either the CLIENT or GAI may terminate or suspend performance of this AGREEMENT without cause upon thirty (30) days written notice delivered or mailed to the other party.
 7. The paragraph headings in this AGREEMENT are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
 8. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms and rates of compensation to be received by GAI.
 9. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the Project Owner and GAI.
 10. No modification or changes in the terms of this AGREEMENT may be made except by written instrument signed by the parties.
 11. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

Owner: City of Elkins / Woodlands Development Group
(Hereinafter referred to as "CLIENT").

GAI CONSULTANTS, INC.

By Jessica R. Sutton

Printed Name Jessica R. Sutton

Title City Clerk

Date Mar. 1, 2022

Digitally signed by David Gilmore
DN:
E=d.gilmore@gaiconsultants.com,
CN=David Gilmore
Date: 2022.02.23 15:12:07-05:00

By _____

Title Director of Landscape Architecture & Urban Design

IN WITNESS WHEREOF, GAI AND CLIENT have executed this AGREEMENT as of the date first above written.

END OF AGREEMENT



Jerry Marco
Mayor

CITY OF ELKINS

401 Davis Avenue
Elkins, West Virginia 26241

April 8, 2022

Ron Moats
WV Alcohol Beverage Control Administration
900 Pennsylvania Ave., 4th Floor
Charleston, WV 25302

Commissioner Moats:

This letter confirms that, on April 7, 2022, a quorum being present, the Elkins Common Council approved the request of the Davis Health System Foundation for an endorsement letter to accompany its application for the necessary permits to sell wine, beer and liquor on the 7th of May 2022 from 5:30 p.m. to 10:00 p.m. at the Phil Gainer Community Center, 142 Robert E. Lee Ave. Ext. Elkins WV 26241.

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

Respectfully,

Jessica R. Sutton
Elkins City Clerk

cc: Davis Health System Foundation