BEFORE THE WEST VIRGINIA ETHICS COMMISSION

IN RE:

VCRB 2025-135 & CIC 2026-01

Tiffany Fell,
Manager, City of Clarksburg,
Respondent

Conciliation Agreement

The West Virginia Ethics Commission and Tiffany Fell freely and voluntarily enter into the following Conciliation Agreement pursuant to W. Va. Code § 6B-2-4(t) to resolve all the potential charges arising from allegations of violations of the West Virginia Ethics Act, based upon the facts set forth below.

Findings of Fact

1. Tiffany Fell ("Respondent" or "Fell"), at all times pertinent herein, Is the City Manager of Clarksburg, West Virginia.

2. At all times pertinent herein, Fell was either a "public employee" or "public official" as defined in the Ethics Act, at W. Va. Code§ 6B-1-30) and (k).

3. The Ethics Commission has jurisdiction over alleged violations of the West Virginia Governmental Ethics Act committed by public employees and officials, such as Fell. **W. Va.** Code§§ 6B-1-1 through 6B-3-11.

4. The City of Clarksburg utilizes a weak-mayor system of government, in which a professional city manager, appointed by the city council, oversees daily administrative operations.

5. The Respondent gave birth to an infant child in January 2025.

6. The Respondent took approximately a week off from work after the birth of the infant before returning to her City Manager position.

7. Upon returning to work, Respondent brought her newborn infant to work with her on a regular basis during the work week until approximately June or July of 2025.

8. Furthermore, certain City staff under the Respondent's direction were frequently asked to perform childcare and babysitting duties for her infant during working hours.

9. It is alleged that the amount of care provided to the infant increased during days when the Respondent had meetings or conferences.

10. These allegations included, that the infant care directly impacted the ability of employees to conduct city business including instance(s) when the city administrative assistant had to type official minutes in the dark in order to keep the infant calm and from crying as well as causing. some city workers to fall behind on their job duties and rely on each other to catch up late work.

11. The Respondent stored a portable crib in a city records storage room for use by the infant.

12. The 2024 City of Clarksburg "Personnel & Administrative Policies & Procedures Manual" contains a specific provision addressing children in the workplace by providing as follows:

> The presence of children in the workplace with the employee parent during the employee's workday is inappropriate and is to be avoided except in emergency situations. This policy is established to avoid disruptions in job duties of the employee and co-workers, reduce property liability, and help maintain the **City's** professional work environment.

> If bringing an infant to work with the employee is unavoidable, the employee must contact their supervisor as soon as possible to discuss the situation and obtain permission to have the infant accompany the employee while working. Factors the supervisors will consider are the age of the infant, how long the infant needs to be present, the frequency of occurrences, the work environment in the employee's area, potential safety hazards, and any possible disruption to the employee's and co-worker's work. Consideration will not be given for allowing an Infant with an Illness to come to work with the employee.
>
> An infant brought to the workplace In unavoidable situations will be the responsibility of the employee parent and must be accompanied and be under the direct supervision of the employee parent at all times.

13. On October 28, 2025, an ethics complaint was filed against the Respondent (VCRB 2025-135} alleging various violations of the W. Va. Ethics Act including the violation described above.

14. On or about November 24, 2025, a Notice of Investigation was issued in VCRB 2025-135 and sent to the Respondent, who then filed a Response dated December 24, 2025.

15. The Probable Cause Review Board then began an investigation into the allegations made in VCRB 2025-135, including reviewing statements provided by the Respondent and conducting interviews of various potential witnesses, many of whom are employed by the City of Clarksburg and are subordinates of the Respondent.

16. Upon information and belief, the Respondent was aware that the Ethics Commission was conducting interviews, as various witnesses reported back to her that they had been interviewed.

17. On or about April 6, 2026, Ethics Commission staff interviewed three different potential witnesses.

18. It is alleged that later on or about April 6, 2026, the Respondent approached Paula Hardman, an employee of Clarksburg, while she and Respondent were at work. Respondent informed Ms. Hardman that the Ethics Commission was contacting people again and told Ms. Hardman to remember that if she is contacted by the Ethics Commission, her answer "is no" to everything. Respondent then asked Hardman, "Do you understand"?

19. It is alleged that Hardman felt intimidated by the Respondent and promptly reported this conversation to Sherri Matheny, Clarksburg Human Resources Director. Ms. Matheny documented the incident in a statement and gave It to Ms. Hardman for her to review and sign if she was satisfied with its contents.

20. As a result of the Respondent's actions as described in paragraphs 14 through 19 above, the Ethics Commission initiated a second ethics complaint against the Respondent styled CIC 2026-01.

21. The Respondent maintains that she never demanded or otherwise expected employees to care for her child, that when the child was with her at work, she provided the bulk of care and that staff in fact volunteered to hold the child or engage with the child while in the crib. Respondent maintains that the child mostly slept while at work with her. Respondent has provided witnesses who tend to support these assertions but also acknowledges that there are witnesses who support facts to the contrary as alleged above.

22. Respondent denies interfering with or attempting to influence any Ethics Commission investigation. Respondent maintains that the allegation arose from an unfortunate misunderstanding of the circumstances and is directly contradicted by a

firsthand eyewitness account establishing that Respondent was attending a meeting and departed with the witness during the time the alleged incident purportedly occurred.

The Respondent further maintains that the circumstances surrounding the alleged incident must be considered in the context of the physical and operational realities of the Clarksburg City Hall administrative suite. At the time, Ms. Hardman's workstation was situated Immediately adjacent to Fell's office door, which places her In constant proximity to Fell's daily activities. Clarksburg City Hall is an exceptionally high-traffic environment, and as City Manager, Fell is constantly managing an intense volume of municipal affairs while on the move. It is Fell's standard practice to use corded earphones for her telephonic communications because she frequently multitasks while speaking with employees, contractors, consultants, and other parties throughout the day; It is common .for Fell to stop in front of Ms. Hardman's desk to discuss routine City business, pause in the foyer immediately outside her office, or sit in one of the chairs located In the office entrance while continuing a telephone conversation. These Interactions occur regularly as part of Fell's normal workday. Thus, Fell respectfully maintains Ms. Hardman overheard another conversation in which Fell was engaged and mistakenly believed that conversation was directed towards her.

Relevant Legal Provisions

W. Va. Code§ 68-2-5(b)(1) provides:

> A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person. Incidental use of equipment or resources available to a public official or public employee by virtue of his or her position for personal or business purposes resulting in de minimis private gain does not constitute use of public office for private gain under this subsection. The performance of usual and customary duties associated with the office or position or the advancement of public policy

goals or constituent services, without compensation, does not constitute the use of prestige of office for private gain.

W. Va. Code§ 6B-2-10(f) provides:

> Any person who knowingly gives false or misleading material information to the commission or who Induces or procures another person to give false or misleading material Information to the commission is subject to administrative sanction by.the commission as provided in subsection(s), section four of this article.

Conciliation of Violations

I, Tiffany Fell, admit that I violated W. Va. Code § 6B-2-5(b)(1) by bringing my infant child to the workplace, during which City employees engaged in holding and attending to my child during working hours. I maintain that it was not my intent to violate this Ethics provision. To the contrary, I took very little time off of work after the birth of my child because of my rove for my job and my desire to avoid any interruption to the significant amount of beneficial projects being pursued for the benefit of the citizens of Clarksburg. My child mostly slept while at the office. I realize that although it was not my intent to violate this provision of the Ethics Act, I acknowledge it gave the wrong impression of city operations and was contrary to City policy.

I do not admit to violating W. Va. Code § 6B-2-10(f) by discussing testimony regarding a pending Ethics investigation with a witness to said investigation. I understand that the Ethics Commission maintains that while there is evidence to support this violation said violation will be dismissed as part of this conciliation agreement.

In order to resolve this matter, I am entering into this Conciliation Agreement. I understand that for this Agreement to be finalized, the Ethics Commission must approve it.

In consideration of the settlement of this matter, I agree to the Commission's imposition of the following sanctions:

1. A public reprimand;

2. A fine in the amount of $2,000 (Two Thousand Dollars and 00/100) to be paid to the West Virginia Ethics Commission within 30 days of the entrance of the Order approving the Conciliation Agreement, and

3. To undergo training on the West Virginia Governmental Ethics Act, either in person, virtually, or by viewing the training provided on the Ethics Commission's website, at West Virginia Ethics Commission, within 30 days of the entrance of the Order approving the Conciliation Agreement. I shall provide written confirmation of the completion of this training to the Ethics Commission within five business days of completing it.

4. In the event I maintain my employment with the City of Clarksburg, I will arrange for training for myself and applicable employees on collaborative governance, conflict resolution, and standards of respectfulness in the workplace. I understand that programs serving this purpose may be available through the International City/County Management Association **(ICMA),** Crucial Leaming, or The Arbinger Institute. This training will take place no later than 6 months after the date of this agreement.

5. The Respondent agrees that she will not take any adverse employment action, including, but not limited to, termination, demotion, job reassignment, job duties, or working conditions, against employees Paula Hardman, or Sherri Matheny for a period of five years from the date of this agreement unless she has justifiable cause to do so.

understand and agree that if the Ethics Commission fails to approve this Conciliation Agreement, then this Conciliation Agreement is null and void and the

Complaints against me will proceed before the Hearing Examiner, where it will be processed in accordance with the West Virginia Code and the Ethics Commission's Legislative Rules.

If the Ethics Commission approves the Agreement, it will enter an Order in which it approves the Agreement and sets forth the sanctions listed above.

Both parties understand that, pursuant to W. Va. Code § 6B-2-4(t), this Conciliation Agreement and Commission Order must be made available to the public.

I hereby certify that I have read, understood, and agree to be bound by this Agreement:

November 4, 2026
Date

/s/ Tiffany Fell
Tiffany Fell, Respondent

Approved by the West Virginia Ethics Commission:

November 5, 2026
Date

/s/ Robert J. Wolfe, Chairperson
Robert J. Wolfe, Chairperson

BEFORE THE WEST VIRGINIA ETHICS COMMISSION

IN RE: **VCRB 2025-135 & CIC 2026-01**

Tiffany Fell,

Manager, City of Clarksburg,

COMMISSION'S ORDER

After considering the Findings of Fact, Relevant Legal Provisions, and Conciliation of Violations in the Conciliation Agreement, the West Virginia Ethics Commission finds that the Conciliation Agreement is in the best interests of the State and Tiffany Fell, as required by W. Va. Code § 6B-2-4(t). In accordance with W. Va. Code§ 68-2-4(s), the Commission imposes the following sanctions:

1. A public reprimand;

2. A fine in the amount of $2,000 (Two Thousand Dollars and 00/100) to be paid to the West Virginia Ethics Commission within 30 days of the entrance of the Order approving the Conciliation Agreement, and

3. To undergo training on the West Virginia Governmental Ethics Act, either in person, virtually, or by viewing the training provided on the Ethics Commission's website, at West Virginia Ethics Commission, within 30 days of the entrance of the Order approving the Conciliation Agreement. I shall provide written confirmation of the completion of this training to the Ethics Commission within five business days of completing it.

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Date: November 5, 2026

/s/ Robert J. Wolfe, Chairperson
Robert J. Wolfe, Chairperson