

Upshur County Commission Meeting Agenda

Location of Meeting:

Upshur County Courthouse Annex

Date of Meeting:

April 4, 2019

9:00 a.m.

Moment of Silent Meditation --- Pledge of Allegiance

Approval of Minutes:

March 28, 2019

9:05 a.m.

Brian Farkas, WV Conservation Agency Executive Director – Discuss changes in the agreement used to provide financial support for the Pecks Run Watershed

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9:30 a.m.

Lori Ulderich Harvey, Upshur County Family Resource Network Director and team leader for Upshur County Partners in Prevention

- Requesting for the Month of April 2019 to be proclaimed as Child Abuse Prevention and Awareness Month; and,

 Page 6
- Presentation of Children's Memorial Flag Proclamation

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(Recess for raising of flag)

Items for Discussion / Action / Approval:

- 1. Approval and signature of Agreement between the Department of Arts, Culture and History for and on behalf of Archives and History for and on behalf of the Records Management and Preservation Board and the Upshur County Commission for fiscal year July 1, 2019 through June 30, 2020. The award amount is \$10,737 with a ten percent cash match to be provided by the County.*

 Page 8-11
- 2. Approval and signature of a Software Programming Contract with Avenu Insights and Analytics, LLC in the amount of \$3,000. Services to be provided under this agreement include providing a new function for Payroll.400 for WV Consolidated Public Retirement Board reporting.*

 Page 12-15
- Correspondence from Nathan Spencer, owner and operator of Fishers of Men Generator Repair, requesting permission to host an Easter egg hunt at Pringle Tree Park the weekend of April 12, 2019. A Certificate of Insurance has been provided.*
- 4. Discuss Buckhannon-Upshur Recreational Park 2019 Hours of Operation and Fee Schedule.* <u>Page 17</u>
- 5. Approval of the Rental Contract for use at the Buckhannon-Upshur Recreational Park for the 2019 season. * <u>Page 18-19</u>
- 6. Correspondence from Greg Harris, Facilities Director, requesting the seasonal employment of Larry Farnsworth at the Buckhannon-Upshur Recreational Park from April 28, 2019 through May 18, 2019, to assist with the preparation of the pool. Upon approval, Mr. Farnsworth will be paid \$10 per hour and work no more than 15 hours per week.*
 Page 20
- 7. Correspondence from Tabatha R. Perry, Assistant Administrator, requesting the seasonal employment of Hannah Lively as the BU Recreational Park Facilities Director for the 2019 season. Upon approval, Ms.

Lively will begin work on or around May 6, 2019 in order to assist the Facilities Director at the hourly wage rate of \$10.20 until she begins full-time employment on June 2, 2019, at which time she will receive a weekly salary of \$510.*

- Approval of advertisement for Lifeguards, Admission Workers, Concession Stand Workers and an Assistant Manager for the 2019 season at the Buckhannon-Upshur Recreational Park Facility. The temporary positions will commence mid-May and continue through mid-August. Applications must be received on or before the close of business on Friday, April 26, 2019.*
- 9. Approval of Upshur County Commission Office Volunteer, Shelia M. Adams.* Under separate cover
- 10. Correspondence Kelley J. Cunningham announcing her resignation from the Court Security Advisory Board, effective immediately.*

 <u>Under separate cover</u>
- 11. Approval of granting leave under the Family and Medical Leave Act*

 Item may lead to Executive Session per WV Code §6-9A-4

<u>Under separate cover</u>

12. Approval of granting leave under the Family and Medical Leave Act*

Item may lead to Executive Session per WV Code §6-9A-4

Under separate cover

13. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:

(Certain Items May Require Discussion, Action and/or Approval by the Commission)

- Correspondence from Brian K. Cooper, PE, WV Department of Transportation Division of Highways District 7 Engineer, inviting the Commission to an informative meeting with District 7 personnel and central office management. The meeting will take place April 10th from 9 a.m. to 11 a.m. at the District 7 headquarters in Weston, WV.
- 2. Upshur County Building Permits for the month of March 2019

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- 3. Public Notices:
 - a. Newsletters and/or Event Notifications:
 - St. Joseph's Hospital Spring Health Fair April 6th from 6:30 a.m. to 10 a.m. at the Buckhannon Upshur Middle School

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 - $\bullet \quad \text{Glow Stick Party -- June } 6^{\text{th}} \text{ from 8 p.m. to 10 p.m. at the James W. Curry Park Large Pavilion} \\$

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4th Annual Young Filmmakers Camp Flyer – June 10th through 14th

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b. Agendas and/or Notice of Meetings:

•	City Council of Buckhannon	April 4, 2019	<u>Page 30</u>
•	Elkins Road PSD	April 4, 2019	Page 31

Upshur County Solid Waste April 8, 2019 <u>Page 32</u>



c. Meeting Minutes:

Adrian PSD

• James W. Curry Library/Park Advisory Board

October 24, 2019

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February 14, 2019

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d.

8	Me	eetings:		
	•	04/04/19	5:30 p.m.	Elkins Road PSD
	•	04/02/19	4:00 p.m.	Hodgesville PSD
	•	04/04/19	7:00 p.m.	Banks District VFD
	•	04/04/19	7:00 p.m.	Selbyville VFD
	•	04/08/19	12:00 p.m.	Upshur County Family Resource Network
	•	04/08/19	4:30 p.m.	Upshur County Solid Waste Authority
	•	04/08/19	5:30 p.m.	Buckhannon-Upshur Recreational Park Advisory Board
	•	05/06/19	6:00 p.m.	Lewis-Upshur Community Corrections Board-Upshur County
	•	04/09/19	7:30 p.m.	Adrian VFD
	•	05/02/19	6:00 p.m.	Buckhannon-Upshur Board of Health
	•	04/17/19	7:00 a.m.	Upshur County Development Authority – Executive Board
	•	04/10/19	12:00 p.m.	Upshur County Senior Center Board
	•	04/11/19	3:00 p.m.	Upshur County Conventions & Visitors Bureau
	•	04/17/19	6:00 p.m.	Upshur County Citizens Corp – CERT
	•	04/10/19	7:00 p.m.	Warren District VFD
	•	04/11/19	10:00 a.m.	Adrian PSD
	•	04/10/19	3:00 p.m.	Tennerton PSD
	•	04/11/19	4:00 p.m.	Upshur County Safe Sites & Structures Enforcement Board
	•	04/11/19	7:30 p.m.	Buckhannon VFD
	•	04/11/19	4:00 p.m.	Buckhannon Upshur Airport Authority
	•	04/18/19	6:30 p.m.	Upshur County Youth Camp Board – WVU Extension Office
	•	04/21/19	6:00 p.m.	Washington District VFD
	•	04/15/19	12:00 p.m.	Buckhannon-Upshur Chamber of Commerce
	•	04/17/19	4:00 p.m.	Upshur County Public Library Board
	•	04/16/19	10:00 a.m.	Wes-Mon-Ty Resource Conservation & Development Council-TVCD
	•	04/16/19	6:30 p.m.	Upshur County Fire Board, Inc.
	•	04/25/19	12:00 p.m.	UC Enhanced Emergency Telephone Advisory Board
	•	04/10/19	7:00 p.m.	Ellamore VFD

04/29/19 6:00 p.m.04/10/19 6:00 p.m.

Upshur County Fire Fighters Association

Upshur County Farmland Protection Board

Lewis Upshur LEPC --- Lewis location

04/10/19 6:00 p.m.
06/14/19 11:00 a.m.

04/17/19 12:00 p.m.

• 04/18/19 2:00 p.m.

• 04/24/19 10:00 a.m.

Buckhannon River Watershed Association - WVWC Region VI Local Elected Officials – Taylor County

• 04/22/19 12:00 p.m.

Region VII Planning and Development Council

• 04/22/19 10:00 a.m.

Mountain CAP of WV, Inc. a CDC

James W. Curry Advisory Board

4. Appointments Needed or Upcoming:

• Tennerton Public Service District (unexpired term – July 31, 2019)

Tabled Items

(Certain Items May Require Discussion, Action and/or Approval by the Commission)



1. Consideration of FY20 health insurance changes*

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2. Approval and signature of an Agreement between the County Commission of Upshur County, the Board of Education of the County of Upshur, the Board of Education of the County of Lewis, and Micrologic, Inc. for the COPS School Violence Prevention Program project. This agreement outlines the agreement by which the Contractor will provide services, hardware, software, and installation.

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Next Regular Meeting of the Upshur County Commission April 11, 2019 --- 9:00 a.m. Upshur County Courthouse Annex

There will be a Special Commission Meeting held at 9:00 a.m. on Tuesday, April 16, 2019 at the Upshur County Administrative Annex



October 12, 2018



Samuel R. Nolte, President Upshur County Commission 91 West Main Street, Suite 101 Buckhannon, WV 26201

RE: Operation and Maintenance Agreement

Dear Mr. Nolte:

I am writing to request time on your monthly agenda to discuss changes in the agreements used to provide financial support for the small watershed flood control dams in your county.

We are in the process of updating the necessary operation and maintenance agreements to make sure these dams continue to protect county citizens, businesses, and their property from the devastation of catastrophic flooding into the future.

I look forward to discussing the valuable flood protection provided by your county's small watershed dams and to talk about flood control in general.

I look forward to hearing from you.

Executive Director

Brian Farkas

CHILD ABUSE PREVENTION AND AWARENESS MONTH APRIL 2019



WHEREAS, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community;

WHEREAS, child maltreatment can occur when people find themselves in stressful situations, without community resources, and don't know how to cope;

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community;

WHEREAS, child abuse and neglect can be reduced by making sure each family has the support they need to raise their children in a healthy environment;

WHEREAS, child abuse and neglect not only directly harm children, but also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and risky behavior such as smoking;

WHEREAS, all citizens should become involved in supporting families in raising their children in a safe, nurturing environment;

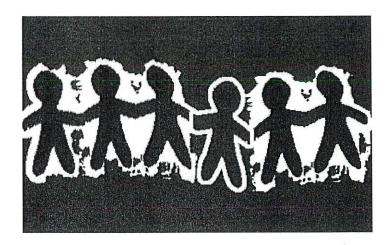
WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community;

NOW THEREFORE, THE UPSHUR COUNTY COMMISSION does hereby proclaim the month of April as Child Abuse Prevention and Awareness Month in Upshur County and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Signed on April 4, 2019



Children's Memorial Flag Day April 25, 2019



WHEREAS, the Children's Memorial Flag is a symbol which reminds us that the death of a child through abuse and neglect is a reality. The blue figures on the flag represent the children with us today; however the child outlined in red represents those children who have lost their life to violence, neglect, and other preventable acts;

WHEREAS, the flag serves as a reminder to those who see it that one person can make the difference in the life of a child. If everyone who sees something and says something, then over three million cases of child abuse in our nation could drop dramatically;

WHEREAS, CWLA (Child Welfare League of America) is a leading voice for abused, neglected and otherwise vulnerable children and those who serve them. To help further understand about issues affecting children, CWLA works closely with the media to provide data, expertise, and insights on a variety of topics;

WHEREAS, the CWLA supports foster care, adoption, mental health and residential treatment, the public welfare system, public policy, juvenile justice, and child abuse and neglect awareness;

WHEREAS, by using the Children's Memorial Flag as a symbol, we share our vision of children growing up in safe, loving, and stable family;

NOW THEREFORE, the Upshur County Commission does hereby proclaim April 25, 2019 as Children's Memorial Flag Day in Upshur County and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Signed on April 4, 2019			
Samuel Nolte, President	Kristie Tenney	Terry Cutright	_

(8)

STATE OF WEST VIRGINIA

Agreement between the
Department of Arts, Culture and History
For and on behalf of Archives and History
For and on behalf of the Records Management and Preservation Board
and the Upshur County Commission

This AGREEMENT is made and entered into this the 1st day of July 2019 by and between the State of West Virginia, the Department of Arts, Culture and History, and the Records Management and Preservation Board, hereinafter referred to as WVDACH, and the County Commission, hereinafter referred to as GRANTEE.

WHEREAS, the WVDCH is expressly authorized by Article 1, Chapter 29 of the *Code* of West Virginia, One Thousand Nine Hundred Thirty-One, as amended, on behalf of the Records Management and Preservation Board, in the exercise of its lawful duties, to administer state funds appropriated through the West Virginia Legislature from the public records and preservation revenue account to be granted by the Records Management and Preservation Board to county government entities participating in the County Records Management and Preservation Grant Program, Title 100 CSR1; and

WHEREAS, the GRANTEE submitted a request for funds to support a records project under the County Records Management and Preservation Grant Program, which the Records Management and Preservation Board approved on January 7, 2019 to provide the GRANTEE, as per Number 3 of this Agreement, and/or any provisos thereto stipulated by the Records Management and Preservation Board and agreed to by the GRANTEE.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. The WVDCH and the GRANTEE agree to cooperate in the implementation of the records management and preservation project referenced above and in compliance with Records Management and Preservation Board rules, regulations and policies.
- 2. The term of this project shall be for fiscal year July 1, 2019 through June 30, 2020, or through completion of the project, whichever comes first.
- 3. The WVDCH agrees to grant to the GRANTEE the sum of \$10,737, the county must provide a cash match of at least ten percent (10%) of all grant funds expended. The Records Management and Preservation Board award must be expended as follows:

Assessor: \$5,737 for personnel costs to scan and index coal and railroad maps, personal property assessments, property review and transfer documents using the county's records management system.

Circuit Clerk: \$5,000 to digitize chancery and civil order books (1852-1992). It is the responsibility of the county and office holder to verify the digital images are exact duplicates of the original records and to provide copies of all images in JPEG or TIFF format to the State Archives. The images provided will not be retained beyond the life of the storage device.

4. The GRANTEE certifies that it has the required cash-matching capabilities as submitted

in its referenced grant application.

- 5. The WVDCH only agrees to transfer funds to reimburse the grantee on a quarterly basis for eligible expenditures in the referenced grant as provided in the Grant Management Packet (Invoice and supporting documentation).
- 6. The GRANTEE agrees to comply with all applicable federal, state and county laws, rules, regulations and policies, including but not restricted to purchasing and competitive bidding rules and procedures for purchases of equipment, services, and hiring or employing staff or contract workers, promulgated thereunder.
- 7. The GRANTEE hereby represents that it possesses the legal authority to contract for this Agreement, as per copy of the resolution, motion or similar action which was clearly adopted by the County Commission; and further, that it has directed and authorized the official representative to act in connection with this Agreement.
- 8. The GRANTEE agrees to submit quarterly Project Status Reports, Project Financial Expenditure Status Reports, supporting documentation and forms. The Final Report is due within 90 days of completion of the grant project.
- 9. The GRANTEE agrees to provide Government Pricing for goods and services and to maintain accurate records in accordance with generally accepted accounting principles and procedures, and to comply with requirements of the Single Audit Act of 1984 and OMB Circular A-128, in connection with referenced grant.
- 10. The GRANTEE agrees to obtain prior approval from the director of Archives and History, as staff to the Records Management and Preservation Board, for any amendment to the scope of work, products, budget, or reporting requirements.
- 11. It is the understanding of all parties to this Agreement that the WVDCH, by joining in this Agreement, does not pledge, or promise to pledge, the assets of the State of West Virginia, and does not promise to pay any part of the contract sum provided in this agreement from the monies of the Treasury of the State of West Virginia, except such monies as shall be appropriated by the West Virginia Legislature.
- 12. The GRANTEE shall hold and save the WVDCH and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the GRANTEE.
- 13. This Agreement may be terminated with the consent of both parties or by either party because of non-performance by the other. Such termination must be in writing and



GRANTEE must submit a final report, on the form provided in the Grant Management Packet, documenting work performed and expenditures incurred during the term of the Agreement. GRANTEE must request grant extensions in writing to the Director on or before April 1st of the grant year. The request must demonstrate a good faith effort to conduct and make progress on the project for which the RMPB funds were made available; include a statement explaining and providing justification for failure to complete the project and provide a written schedule and explanation for completion of the project within the period of time requested, this being no later than December 31 of the calendar year the grant was to have been completed. A county which receives a grant for the forthcoming fiscal year may not request an extension on the current fiscal year's grant.

IN WITNESS WHEREOF, the parties heret acting with full authority.	o attach their signatures represe	enting that each is
President of the County Commission	Date	
Director, Archives and History	Date	



Records Management and Preservation Board Certification

I certify that I reviewed the Agreement for the County Records Management and Preservation Grant Program. I acknowledge that the grant requirements and county obligations were explained to me, and that I was given the opportunity to ask questions, and that I understand and will comply with these requirements.

I agree to have the grant Agreement signed by the President of the County Commission, and return it to Denise Ferguson, Archives and History, The Culture Center, Building 9, 1900 Kanawha Boulevard, East, Charleston, WV 25305-0300 within five working days.

County Grant Contact:	
Phone Number:	
E-mail:	
Date:	



Date: Avenu Ref# 3/26/2019 MP10732



Avenu Insights and Analytics, LLC 201 East Main Street Suite 300 Lexington, KY 40507 Phone 800-800-0181 Fax 502-897-2182

Software Programming Contract

Upshur County Debra Hall

Courthouse

Buckhannon, WV 26201 304.473.2903

dahull@upshurcounty.org

RFP#	Customer #	Avenu Contact	Terms:	Pricing valid until
	664244	Randy Spillman 800.800.0181	Net 30	4/26/2019
Quantity	item#	Item Description	Unit Price	Total Price
		Provide the required programming to create a		
		submission file according to the specification of the		
1		West Virginia Consolidated Public Retirement Board.	\$3,000.00	\$3,000.00
	1	Full scope of services to be provided under this		
		contract is included in Attachment A (Scope of		
		Services).		
		•		
Market Market State Control of the C				
		Professional Services	\$0.00	00.00
		Travel	\$0.00	\$0.00 \$0.00
		Shipping Charges	\$0.00	\$0.00
		Silipping Sharges	\$0.00	\$0.00
			Total	\$3,000.00
Taxes are not included.				ψο,000.00
Shipping and Travel costs are esti		will be billed at actual incurred costs.		
		ne maintenance expiration date could be subject to additional fees and p	enalties.	
Travel is an estimated amount and Special Notes & Instructions:	d it includes a char	ge of \$65 per hour for travel time.		
Special Notes & Instructions:				
Signing below confirms your order	and that you have	read and agree with the terms and conditions on page 2.		
0	- H		Date	-
Customer Signature			Date	
Avenu Insights and Analytics, LLC	Signature		Date	-

Please fax signed contract to 502-897-2182

Contracts/orders received after 3:30 p.m. ET will be placed the next business day.

Avenu accepts returns on merchandise from select manufacturers within 15 days of the dale the contract is signed. Some opened items can not be returned. If package arrives DAMAGED in transit, it should be REFUSED back to the carrier attempting delivery.

Customer is responsible for all return shipping charges unless the item was defective. For defective items, Avenu should be contacted within 5 days of the date the shipment arrived to arrange for a replacement item.



Avenu Insights and Analytics, LLC 201 East Main Street Suite 300 Lexington, KY 40507 Phone 800-800-0181 Fax 502-897-2182

Software Programming Contract

Upshur County Debra Hall

Terms and Conditions:

Payment Terms: All orders are irrevocable. Customer agrees to remit payment to Avenu within 30 days from issuance of invoice

Hardware and Commercial Software Warranties: If hardware and/or commercial software is furnished under this agreement, then Avenu shall, to the maximum extent allowable, pass through to the Customer all manufacturers' warranties for materials furnished hereunder. Avenu shall only provide the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. Avenu makes no other warranties whatsoever express or implied, with regard to the hardware and software, in whole or in part. Avenu explicitly disclaims all warranties of merchantability and fitness for a particular purpose.

Licensing: All software delivered in connection with this agreement will be licensed to Customer by the manufacturer, and is subject to licensing terms and conditions of use specified in one or more license agreements. Some or all of the software components delivered hereunder may qualify as "shrink-wrap" software which is delivered along with standard licensing terms. Other software components may qualify as "click-wrap" software and will require the end-user to accept standard licensing terms upon installation of the Software. For purposes of this agreement, all license agreements, including all standard licensing terms delivered with "shrink-wrap" and/or "click-wrap" software, will be referred to as the "License Agreements." The Customer hereby accepts all provisions contained in the License Agreements that relate to the software delivered hereunder, and agrees to abide by, and to perform all licensee obligations specified in the License Agreements. If Avenu performs installation services in connection with "click-wrap" software, the Customer hereby authorizes and appoints Avenu to accept all applicable licensing terms on its behalf at the time of installation.

Limitation of Liability: In no event shall Avenu be liable to the customer hereunder for any claims, penalties or damages, whether in contract, tort, or by way of indemnification, in an amount exceeding ten percent (10%) of the full price of the ordered goods and services under this agreement. Under no circumstances will Avenu be liable for any incidental, consequential, indirect, punitive or special damages arising out of or in connection with this agreement however caused and based on any theory or liability. This limitation shall apply even if customer has been notified of the possibility of such damages. In no event may any action be brought against Avenu arising out of this agreement more than one year after the claim or cause of action arises, determined without regard to when the aggrieved party shall have learned of the injury or loss. Under no circumstances will Avenu be responsible for the loss of data or software.

Force Majeure: Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

Risk of Loss & Title: Avenu shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives or subcontractors. Avenu shall transfer title to the hardware and commercial software to the Customer upon the Customer's full payment for said hardware and commercial software in accordance with this agreement.

Hardware & Software Maintenance: For any hardware or software maintenance provided by a third party, the terms and conditions of that third party will apply to Customer. These specific terms and conditions are available upon request. By signing this contract, the Customer agrees to these terms and conditions.



West Virginia Retirement Reporting Modification for Payroll.400

ATTACHMENT A: SCOPE OF SERVICES

Services to be provided under this agreement to Client by Avenu Insights and Analytics, LLC are as follows:

Provide a new function for Payroll.400 for West Virginia Consolidated Public Retirement Board (CPRB) reporting.

Because Deduction/Benefits and Pay Data records are not maintained on a per payroll basis, three new files will be introduced to contain all the Deduction/Benefits records (Px6.03C), the Pay Data (Px6.02C) records for each pay period, and the Employee Master file additions (Px6.01C) per employee. These files will be created/updated during the "Apply Payroll" process (menu PP001M, option 9) to avoid any data being updated that does not have an actual pay associated. Only those Employee Master records, D/B and Pay Data records associated with the pay period being applied would be updated; records not selected for processing in that pay period would not be considered.

All manual check information or pay adjustments entered into the P601 master will need to be entered through the maintenance screen.

The following additional fields are required by the Retirement Board and must be maintained by the client:

- 1. Employee's CPRB ID
- 2. Job Position
- 3. Position Status
- 4. Contribution Group
- 5. Employment Begin Date (as defined by CPRB)
- 6. Employment End Date (as defined by CPRB)
- 7. Employment End Reason
- 8. Estimated Additional Compensation (Optional Field)

Codes, when required, are those specified in the current West Virginia CPRB COMPASS Project Employer Reporting File Format document. One additional field for name suffix and a function key <F10> for allowing access to the additional retirement fields will be added to the Employee Master screen update.

Because reporting must be made when a member changes contribution groups, has a prior period adjustment, or a possible international address, etc., a maintenance screen will be provided for entering the information necessary for exception reporting.



A menu function will be added to create the WV Retirement Report File. The file layout will comply with the version of the West Virginia CPRB COMPASS Project Employer Reporting File Format specification current at the time of program delivery to the client. A download button will be provided for downloading the file to a PC for transmitting to West Virginia CPRB.

The client will be responsible for any manual entries, corrections, additions or deletions, to the WV Retirement Report File. When a member has a terminated date within the reporting month and a non-zero amount, the Employment End Date will be generated from the terminated date entered on the Employee Master. The Employment End Date when changing Contribution Group is to be entered manually by the client via the maintenance function.

A screen will be provided for entry of all information needed to create and generate the file. Data including, but not limited to, pay data codes and D/B codes will be used to extract monetary amounts from the appropriate files. Codes that apply to the client site will be entered on this screen. Entries will be stored after the first use or after changes to the entries to prevent the client from having to re-enter static information each reporting period. Pay Data codes will contain a field per code for entry of the type of compensation. D/B codes will contain a field for entry per code for designating as pre-tax or post-tax, based on the codes provided in the CPRB record layout document.

Only those codes entered, along with the appropriate reporting code, will be reported. Codes not entered for compensation will be excluded from the reported amounts. Rate of pay will be taken from the pay rate per Pay Data code. Salary will be reported per each Pay Data code.

Codes not entered for Deductions will be excluded from the report. A two position designator must be entered per Deduction code to determine reporting requirements: Pre-Tax (PR) or Post-Tax (PO).

Any additions to the menus or additional reports not specifically mentioned in the scope of services will be billable.

Any additions/changes to screen entries, employee master file maintenance, or reporting calculation methods dictated by WV CPRB COMPASS specification changes will be billable.

Tuesday, April 2, 2019

(10)

Fishers of Men Generator Repair

Buckhannon, WV 26201

Dear Upshur County Commission Comity;

My name is Nathan Spencer, I am the owner, and operator of Fishers of Men Generator Repair. I present this proposal to each of you, with the primary objective to ask permission to, go forward with a vision. We are fortunate to live in a close knit community, full of ambition, inspiration, and creativity. My wife and I, would like to bring a little more smiles, and laughter to young faces this spring. After all, the Easter season is a time to come together with joyful hearts. This being said, I would like to hold an Easter egg hunt, at the Pringle Tree Park, the weekend of April 12, 2019. My wife and I hold the park dear, and close to our hearts. However, we believe, it is an overlooked piece of property, of Upsher County. Our vision is to bless the community, and bring life; as well as, remembrance back to a beloved historical land mark. This egg hunt, would consist of one thousand eggs spread across the lawn of the park. Along with, one hundred prizes and one grand prize winner. I hope this proposal has sparked your imagination, and gives each of you a glimps, to our yearning aspiration. In conclusion, I am eagerly looking forward to hear your decision. Thank you, for taking your time and energy, to consider my proposal.

Respectfully;

Nathan Spencer

Nathan Spancer



BUCKHANNON-UPSHUR RECREATIONAL PARK 2019 Season Hours of Operation & Fee Schedule

Opens to the public: May 25, 2019

Closing date: August 10, 2019

Concession stand will be open during regular business hours
~~~Baby Pool Area Upgrade / New Hours / Family Fun Night~~~

#### Hours of Operation/Daily Admission:

Monday—Saturday 12 p.m. – 6 p.m. \$5.00 per person - \$3 admission after 3 p.m. / \$2 after 5 p.m.

Family Night \*\*NEW\*\*

Every Monday from 6 p.m. to 8 p.m. \$3 per person

Sundays-Family Fun Day

12:30-5:30

\$3.00 per person

No charge for children two (2) years old or younger All others entering the pool facility must pay admission

Season Pool Pass:

\$120 for individual pass; \$30 each additional pass (immediate family)

One day pool passes in books of 5 for \$20

Pool Parties:

Hours: 6:00 pm - 8:00 pm

\$175 under 40 people

8:30 pm - 10:30 pm

\$200 40 to 80 people

\$225 80 plus people

#### Swimming Lessons:

Group Swim Lessons – Monday through Friday – 9:30 to 10:30 & 10:45 to 11:45 -- \$50 per week

Private Lessons for children under 4 years of age – as available -- \$15 /45 minutes

Shelter Rental:

Large Shelter

\$50 (47.00 tax exempt)

Small Shelter

\$25 (\$23.50 tax exempt)

Lap Swimming:

Monday - Friday 7:45 am - 8:45 am

\$50 each pass / \$3.00 per day

Saturday and Sunday 10:30 am - 11:30 am

Water Aerobics:

Monday and Wednesday

\$5 per session

9:30 am - 10:30 am

Starting Monday, June 3rd

Swim Teams:

\$400

Discounts:

Camp Buccaneer / Child Development Centers

\$55.00 each pool pass

UC Public Library / Camp Tommy / UC 4H / UC Schools

\$175.00 each pool party

\*\* Prices include any applicable sales tax\*\*



#### RENTAL CONTRACT

Buckhannon-Upshur Recreational Park
Tabatha R. Perry
91 West Main Street, Suite 101
Buckhannon, WV 26201
(304) 472-0535 x.2
trperry@upshurcounty.org

| Name of Individual          |                     | Telephone Number                                          |
|-----------------------------|---------------------|-----------------------------------------------------------|
| Group or Organization       |                     | Tax Exempt □Yes □No If yes, Certificate must be submitted |
| Address                     |                     |                                                           |
| City State                  | Zip                 | -                                                         |
| Facility to be rented □Pool | □Pavilion<br>□Small | Date:                                                     |
| Arrival timea.m. p.m.       | _ Departure         | e Timea.m. p.m.                                           |
| Rental Fee \$               | _ Rental Fe         | e Due Date:                                               |

The rental fee is to be received by the Upshur County Commission Office on or before the designated due date. No refund will be issued once the contract is signed, returned and payment is received. No refunds will be given for "bad weather" on the day of your rental. (i.e. rain, cold temperatures, etc...)

Cancellation of a pool party by the Park Director, due to thunder and/or lightning or other conditions that would prohibit your group's use of the pool, will result in a voucher being issued to the reserving party for use by the end of the current pool season, or with permission by the Upshur County Commission, during the following season. Vouchers unused within one (1) year of issue date will be void.



Rental of the swimming pool is in two hour increments. Swimming may not begin earlier or last longer than your designated rental period. Food and non-alcoholic beverages are permitted. The concession stand will not be open during the rental period as it is only operational during regular public business hours. During your rental period you may utilize the deck chairs, shaded areas and attached pavilion area at no additional cost; however, you are not permitted to utilize the concession stand kitchen or appliances.

Pavilion rentals may begin at 9:00 a.m. and conclude no later than 9:00 p.m.

The person signing this rental contract agrees, either for himself or herself personally or on behalf of the organization listed, to be in attendance at the activity and to be financially responsible for any property damage or excessive littering done during the activity. The signer must be an adult, age 21 or older. For groups whose members are under 21 years of age, one chaperone must be provided for every 20 persons under the age of 21. The chaperone must be a parent of the groups' members, teachers, or sponsors of a school or business function.

The Park Director or any authorized representative has the authority to void any and all rental agreements and to further ask any and all individuals and or groups to vacate the park property. If in their discretion the individual(s) or group constitute a disruption of the safety and enjoyment of the park facilities by the general public at any given time.

| Signature of responsible individual |  |
|-------------------------------------|--|
|                                     |  |
| Date                                |  |

#### Please make checks payable to the Upshur County Commission.

Please note – The above fee includes a 6% WV Consumer Sales Tax. Please inform the Upshur County Commission Office if your group is tax exempt so the fee can be adjusted. You must provide the Upshur County Commission Office a copy of your organizations' tax-exempt certificate with the contract in order to be eligible for this adjustment.



#### INTEROFFICE MEMORANDUM

TO: Upshur County Commission

FROM: Greg Harris, Facilities Director

SUBJECT: Employment of Larry Farnsworth

DATE: April 1, 2019

CC: Debra Hull, County Bookkeeper

#### Commissioners,

I would like to request the seasonal employment of Larry Farnsworth at the Buckhannon-Upshur Recreational Park as he assists with the preparation of the pool on a yearly basis. If approved, Mr. Farnsworth's employment will be effective Sunday, April 28, 2019 and end on Saturday, May 18, 2019; he will receive \$10 per hour, and work no more than 15 hours per week.

Thank you

Greg Harris, Facilities Director



#### INTEROFFICE MEMORANDUM

TO:

**UPSHUR COUNTY COMMISSION** 

FROM:

TABATHA PERRY, ASSISTANT ADMINISTRATOR

SUBJECT:

POOL DIRECTOR/CONCESSION STAND MANAGER EMPLOYMENT

DATE:

APRIL 4, 2019

CC:

DEBBIE HULL, COUNTY BOOKKEEPER

#### Commissioners -

I would like to request the seasonal employment of Hannah N. Lively as the BU Recreational Park Facilities Director for the upcoming season, effective May 6, 2019. Ms. Lively served in this capacity during the 2018 season and did a remarkable job fulfilling her job duties.

Upon approval, Ms. Lively will receive the hourly wage rate of \$10.20 until her full-time employment begins on June 2, 2019, at which time she will receive a weekly salary of \$510.00. These amounts include a 2% pay wage increase. Her seasonal employment will end on August 17, 2019.

Thank you,

Tabatha R. Perry Assistant County Administrator



## Lifeguards, Admission Workers, Concession Stand Workers and an Assistant Manager Buckhannon-Upshur Recreational Park

The Office of the Upshur County Commission is accepting applications for the following positions: lifeguards, admission workers, concession stand workers and an assistant manager for the 2019 park season, beginning mid-May and continuing through mid-August. Individuals who worked at the park facility during the previous season(s) and have returned the notification of intent to work letter do not need to complete an application unless he or she is interested in an assistant manager position. Lifeguards must be certified with CPR and First Aid endorsements and concession stand workers must have a valid WV Food Handlers Card. Applicants with current certifications will be given preference. Reimbursements of required certifications will be made to employees that are available and complete the 2019 season. Interested individuals may obtain an application from the Office of the Upshur County Commission located at the Upshur County Administrative Annex located at 91 West Main Street, Suite 101, during the normal business hours until 4:30 p.m., Monday through Friday http://www.upshurcounty.org/Application%202017.pdf. Completed applications must be returned to the Office of the Upshur County Commission on or before the close of business on Friday, April 26, 2019.

Office of the Upshur County Commission
Tabatha R. Perry, Assistant County Administrator
91 West Main Street, Suite 101
Buckhannon, WV 26201

Please do not make phone inquiries about this position. Employment with Upshur County is available to all qualified applicants without regard to actual or perceived race, creed, color, national origin, sex, age or handicap. Upshur County has established a drug free and tobacco free work environment.



#### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

### **Division of Highways**

Office of the District Engineer/Manager
District Seven
Post Office Box 1228 · Weston, West Virginia 26452 · (304) 269-0400

DEGETVED
MAR 28 2019
By

Byrd E. White, III Acting Secretary of Transportation

March 25, 2019

Upshur County Commission Upshur County Administrative Annex 91 West Main Street, Suite 101 Buckhannon, West Virginia 26201

Dear County Commissioners Nolte, Cutright, and Tenney:

On behalf of the West Virginia Department of Transportation, I would like to personally invite you to an informative meeting with District 7 personnel and Central Office Management. The goal of the meeting will be to distribute and discuss information concerning District 7 as a whole and each county specifically. Material will be distributed including summary of budgets and programs, costs of contract work, upcoming projects, etc. I will also have staff present that can address any specific questions that may be asked. Invitations will also be sent to local elected representatives of your area. The Commission can take liberty to invite local mayors or others in your county that may have interest also.

The meeting for your county is scheduled April 10, 2019 from 9:00-11:00 AM. It is to be held at the District 7 Headquarters in our conference room. District 7 Headquarters is located at 131 Highland Drive, Weston, WV.

If you have any questions that you would like to have addressed during this meeting, please forward the question(s) to me at <a href="mailto:Brian.K.Cooper@wv.gov">Brian.K.Cooper@wv.gov</a> or call at (304) 269-0400 (Cell: (304) 642-0406). We look forward to this opportunity to meet and discuss District 7 with you.

Respectfully yours,

Brian K. Cooper, PE

District 7 Engineer

BKC:

cc: Greg Bailey



#### UPSHUR COUNTY BUILDING PERMITS MARCH 1, 2019 - MARCH 15, 2019

| DATE<br>ISSUED | PERMIT<br>NUMBER | UID<br>NUMBER | APPLICANT NAME       | APPLICANT ADDRESS                                                             | ESTIMATED<br>PROJECT COST | PAID              | CHECK, CASH,<br>COUNTY<br>CLERK OR<br>ONLINE | DESCRIPTION OF PROJECT                                                                             | CONTRACTOR OR PROPERTY<br>OWNER                                               |
|----------------|------------------|---------------|----------------------|-------------------------------------------------------------------------------|---------------------------|-------------------|----------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 0/4/0040       | 7000             | 10003         | COLL BOBIN           | 1321 PLEASANT RIDGE RD, FRENCH<br>CREEK, WV 26218                             | \$1,500.00                | \$15.00           | OL                                           | 48' X 12' SHED; REPLACE TIN ON 48' X 36' BARN; 12' X 12' DECK ON FRONT AND STAIRS ON BACK OF BARN. | SELF                                                                          |
| 3/4/2019       | 7623             |               | GOFF, ROBIN          | 178 WHISPER WOOD DR, FRENCH                                                   |                           |                   |                                              | HELD IN SECOND AND AND                                                                             |                                                                               |
| 3/5/2019       | 7624             | NEW           | DT SOLAR LLC         | CREEK, WV 26218  729 FRENCHTON RD, FRENCH CREEK,                              | \$15,000.00               | \$15.00           | OL                                           | 3 METAL BUILDINGS                                                                                  | FREEDOM HOMES, RT 33<br>EAST, PO BOX 520,                                     |
| 3/6/2019       | 7625             | NEW           | NEELY, DAVID         | WV 26218<br>6813 ALTON RD, FRENCH CREEK, WV                                   | \$149,000.00              | \$15.00<br>FEE    | CASH                                         | 2,400 SQ FT HOUSE                                                                                  | BUCKHANNON, WV 26201                                                          |
| 3/6/2019       | 7626             | 9093          | PERRY, DIANA         | 26218                                                                         | \$200.00                  | WAIVED            | N/A                                          | 16' X 32' POLE BUILDING<br>32' X 13' NEW ADDITION WITH                                             | SELF                                                                          |
| 3/6/2019       | 7627             | 7522          | SINES, BRENDA        | 11256 TALLMANSVILLE RD,<br>TALLMANSVILLE, WV 26237                            | \$4,500.00                | \$15.00           | CASH                                         | BATHROOM AND REMODEL<br>EXISTING 12' X 14' BATHROOM                                                | SELF                                                                          |
| 3/7/2019       | 7628             | NEW           | LEWIS, GREG          | 61 LUMBER DR, CRAWFORD, WV<br>26343                                           | \$250.00                  | \$15.00           | OL                                           | 2,800 SQ FT HOME; CAMPER                                                                           | SELF                                                                          |
| 3/11/2019      | 7629             | NEW           | WARD, LYDIA          | 2919 SCOTTDALE SMITHTON RD,<br>SCOTTDALE, PA 15683                            | \$20,000.00               | \$15.00           | CASH                                         | 24' X 32' NEW CABIN; INSTALL<br>FRENCH DRAIN                                                       | SELF                                                                          |
| 3/11/2019      | 7630             | NEW           | HOWARD, JONI         | 6792 RT 20 SOUTH RD, FRENCH<br>CREEK, WV 26218                                | \$80,000.00               | \$15.00           | CHECK                                        | 28' X 56' 1,475 SQ FT<br>MANUFACTURED DOUBLE WIDE<br>WITH 4 BEDROOMS AND 2 BATHS                   | JEFF LOFTIN, 112 ONNA LN,<br>BELINGTON, WV 26250                              |
| 3/11/2019      | 7631             | NEW           | HOWARD, JONI         | 6792 RT 20 SOUTH RD, FRENCH<br>CREEK, WV 26218<br>6792 RT 20 SOUTH RD, FRENCH | \$80,000.00               | \$15.00           | CHECK                                        | 1,475 SQ FT MANUFACTURED<br>DOUBLE WIDE<br>28' X 56' 1,475 SQ FT                                   | JEFF LOFTIN, 112 ONNA LN,<br>BELINGTON, WV 26250<br>JEFF LOFTIN, 112 ONNA LN, |
| 3/11/2019      | 7632             | NEW           | HOWARD, JONI         | CREEK, WV 26218<br>6792 RT 20 SOUTH RD, FRENCH                                | \$80,000.00               | \$15.00           | CHECK                                        | MANUFACTURED DOUBLE WIDE  28' X 56' 1,475 SQ FT                                                    | BELINGTON, WV 26250  JEFF LOFTIN, 112 ONNA LN,                                |
| 3/11/2019      | 7633             | NEW           | HOWARD, JONI         | CREEK, WV 26218                                                               | \$80,000.00               | \$15.00           | CHECK                                        | MANUFACTURED DOUBLE WIDE                                                                           | BELINGTON, WV 26250                                                           |
| 3/11/2019      | 7634             | 6129          | ROTH, LOYE AND CAROL | PO BOX 219, ROCK CAVE, WV 26234<br>4910 CLARKSBURG RD,                        | \$1,400.00                | \$15.00           | CASH                                         | 24' X 12' BUILDING                                                                                 | SELF                                                                          |
| 3/12/2019      | 7635             | 1182          | BENNETT, BRUCE L     | BUCKHANNON, WV 26201                                                          | \$14,000.00               | \$15.00           | CASH                                         | 30' X 40' POLE BARN                                                                                | SELF                                                                          |
| 3/14/2019      | 7636             | 6633          | SUTTLE, DENZIL       | 33 JOY DR, BUCKHANNON, WV 26201                                               | \$7,000.00                | \$15.00           | CHECK                                        | 24' X 32' POLE BUILDING (GARAGE)                                                                   | SELF                                                                          |
|                |                  |               |                      |                                                                               | TOTAL<br>\$532,850.00     | TOTAL<br>\$195.00 |                                              |                                                                                                    |                                                                               |
|                |                  |               |                      |                                                                               |                           |                   |                                              |                                                                                                    |                                                                               |
|                |                  |               |                      |                                                                               |                           |                   |                                              |                                                                                                    |                                                                               |
|                |                  |               |                      |                                                                               |                           |                   |                                              |                                                                                                    |                                                                               |
|                |                  |               |                      |                                                                               |                           |                   |                                              |                                                                                                    |                                                                               |
|                |                  |               |                      |                                                                               |                           |                   |                                              |                                                                                                    |                                                                               |
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|                |                  |               |                      |                                                                               |                           |                   |                                              |                                                                                                    |                                                                               |
|                |                  |               |                      |                                                                               |                           |                   |                                              |                                                                                                    |                                                                               |



#### UPSHUR COUNTY BUILDING PERMITS MARCH 16, 2019 - MARCH 31, 2019

| DATE<br>ISSUED | PERMIT<br>NUMBER | UID<br>NUMBER | APPLICANT NAME                         | APPLICANT ADDRESS                                  | ESTIMATED<br>PROJECT COST | PAID           | CHECK, CASH,<br>COUNTY<br>CLERK OR<br>ONLINE | DESCRIPTION OF PROJECT                                                      | CONTRACTOR OR PROPERTY<br>OWNER                                         |
|----------------|------------------|---------------|----------------------------------------|----------------------------------------------------|---------------------------|----------------|----------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 3/18/2019      | 7637             | 1880          | TAYLOR, RONALD                         | 318 CARR TAYLOR RD, BUCKHANNON,<br>WV 26201        | \$30,000.00               | \$15.00        | CHECK                                        | 40' X 80' POLE BARN                                                         | SELF                                                                    |
| 3/19/2019      | 7638             |               | BOOTH, KAREN                           | 26 NORA WAY, BUCKHANNON, WV<br>26201               | \$500.00                  | \$15.00        | CASH                                         | METAL ROOFING                                                               | SELF                                                                    |
| 3/19/2019      | 7639             |               | RIFFLE, GERALD                         | 11456 RT 20 SOUTH RD, FRENCH<br>CREEK, WV 26218    | \$3,500.00                | \$15.00        | OL                                           | 10' X 16' SHED                                                              | SELF                                                                    |
| 3/20/2019      | 7640             |               | ALLMAN, KENNETH                        | 1442 KESLING MILL RD,<br>BUCKHANNON, WV 26201      | \$4,278.90                | \$15.00        | CHECK                                        | 10' X 16' BUILDING; 10' X 12' DECK ON<br>HOUSE                              | SELF                                                                    |
| 3/20/2019      | 7641             | 6153          | LEE, KEITH                             | 254 CENTERVILLE RD, ROCK CAVE,<br>WV 26234         | \$8,000.00                | \$15.00        | OL                                           | 12' X 32' BUILDING                                                          | SELF                                                                    |
| 3/20/2019      | 7642             | 6994          | PREUSCH, CHARLES -<br>LOWTHER BROTHERS | PO BOX 1908, ELKINS, WV 26241                      | \$18,000.00               | \$15.00        | CHECK                                        |                                                                             | RELIABLE ROOFING CO, PO<br>BOX 1908, ELKINS, WV<br>26241                |
| 3/20/2019      | 7643             | 10774         | CAMPBELL, JAMES                        | 623 KANAWHA RUN RD, FRENCH<br>CREEK, WV 26218      | \$425.00                  | \$15.00        | CHECK                                        | 8' X 10' METAL SHED                                                         | SELF                                                                    |
| 3/21/2019      | 7644             | 11768         | BALL, RICKY L. OR GINA D.              | 160 PREACHER TENNEY RD,<br>TALLMANSVILLE, WV 26237 | \$20,000.00               | \$15.00        | CHECK                                        | 48' X 40' POLE BUILDING                                                     | SELF                                                                    |
| 3/21/2019      | 7645             | NEW           | CITY OF BUCKHANNON<br>WATER DEPARTMENT | 70 E MAIN ST, BUCKHANNON, WV<br>26201              | \$53,895.00               | \$15.00        | OL                                           | 8' X 8' WOOD FRAMED BUILDING;<br>FENCE; EARLY WARNING<br>MAINTAINING SYSTEM | CITY OF BUCKHANNON<br>WATER DEPT, 70 E MAIN ST,<br>BUCKHANNON, WV 26201 |
| 3/25/2019      | 7646             |               | MORRISON, JACKSON OR<br>ALMEDA         | 53 DOGWOOD LN, WESTON, WV 26452                    | \$5,000.00                | \$15.00        | CASH                                         | 24' X 20' ROOF AND DECK FOR CAMPER                                          | SELF                                                                    |
| 3/27/2019      |                  |               | TOMEY, NICOLE                          | 191 WHISPERING WAY,<br>BUCKHANNON, WV 26201        | \$6,000.00                | \$15.00        | CASH                                         | 16' X 19' ROOM ADDITION                                                     | SELF                                                                    |
| 3/27/2019      | 7648             | 2710          | BALL, DAPHNE AND RUSTY                 | 393 EVERGREEN DR, BUCKHANNON,<br>WV 26201          | \$125,000.00              | \$15.00        | CHECK                                        | 1,100 SQ FT HOUSE REMODEL                                                   | SELF                                                                    |
| 3/27/2019      | 7649             | 7743          | BUCKHANNON ANIMAL<br>CLINIC            | 57 VICKSBURG RD, BUCKHANNON,<br>WV 26201           | \$1,500.00                | \$15.00        | CASH                                         | REMODEL; REPLACE 2 EXTERIOR DOORS;                                          | SELF                                                                    |
|                |                  |               | _                                      |                                                    | TOTAL                     | TOTAL          |                                              |                                                                             |                                                                         |
|                |                  |               |                                        |                                                    | \$276,098.90              | \$195.00       |                                              |                                                                             |                                                                         |
|                |                  |               |                                        |                                                    | GRAND TOTAL               | GRAND<br>TOTAL |                                              |                                                                             |                                                                         |
|                |                  |               |                                        |                                                    | \$808,948.90              | \$390.00       |                                              |                                                                             |                                                                         |



## St. Joseph's Hospital Spring Health Fair

Saturday, April 6th 6:30 am to 10 am **Buckhannon Upshur** Middle School



## Free Screenings & Health Information

Bone Density Testing

Glucose Testing

Oxygen Testing

Vein Ultrasounds

Podiatry

Women's Health

Giveaways & Much More! Free & Open to the Public



ST. JOSEPH'S HOSPITAL 3



# GLOW STICK S

WHEN: THURSDAY, JUNE 6<sup>TH</sup>
8 TO 10 PM
WHERE: JAMES W. CURRY PARK
LARGE PAVILION

WHY: BECAUSE IT IS A SUPER FUN WAY
TO CELEBRATE SUMMER & RAISE
FUNDS FOR CHILDREN'S PROGRAMMING

ADMISSION: FREE

CONCESSIONS BEGIN AT 8 PM GLOW STICKS ON SALE AT 9 PM

WEAR WHITE FOR MORE FUN!
FOR MORE INFO CALL

304-924-6724

ALL MINOR CHIDREN MUST BE ACCOMPANIED BY A RESPONSIBLE ADULT



# ART26201

Nurturing and Promoting the Arts in Buckhannon, WV

4th Annual Young Filmmakers Camp

# BeginnersCamp:

Time: 9AM - 12PM Daily

Age: 9-12(+-) Fee: \$75

# Intermediate& AdvancedCamp:

Time: 9AM - 3PM Daily

Age: 12+ Fee: \$100







## 4th Annual Young Filmmakers Camp to be held June 10-14, 2019

This summer, ART26201 will offer the 4th Annual ART26201 Young Filmmakers Camp at LASCAUX Micro-Theater in **Buckhannon**, **West Virginia**. The five-day workshop will teach students the fundamentals of filmmaking, designed to engage the students in creative thinking and applying of soft-skills in order to produce an original film. Students will receive handson experience in acting, directing, filming, editing, and writing a narrative film. Students will experience what it is like to be on a film crew and to work collaboratively. By the end of the week, the students will not only complete a shot-by shot remake of a famous Hollywood film scene, but they will also create a short film (2-5mins) based on one of the scripts developed at the camp that week. Snacks and drinks will be provided, however, students will be asked to bring a lunch daily. All classes will be held at Lascaux Micro-Theater. At the end of camp, we host a premiere for all completed work; students, parents, and friends are invited to see participants on the big screen. Participants from previous camps are encouraged to participate again this year in the intermediate or advanced program.

This year, the camp will be separated into three sections: **Beginner**, **Intermediate**, and **Advanced**. **Beginner Camp** is for students who are attending the camp for the first time. **Intermediate Camp** will require previous film camp attendance. Students wishing to participate in the **Advanced Camp** program will need to have a completed 2-5 page script.

Parents of students can request specific group placement depending on their child's skill level. ART26201 is adding a second full-time teacher, **Andrew Carroll**, to teach film equipment and technology, and lead the Advanced Camp program.





Jamie Johnson is a middle school teacher who currently resides in Fayetteville, West Virginia. She attended Watkins College of Art and Design with a focus on directing and Hollins University, earning an MFA in screenwriting and film. She spent two years as Assistant Director of the non-profit Chicago Scriptworks, where she helped curate live readings of screenplays



in the Chicago area. Jamie has written and directed several short films and feature length scripts, and she worked as script supervisor on the shorts *Claudette* and *Orbit Control*. She is also working on a documentary film about Danny Heater.

Andrew Carroll is a high school English teacher and media maker who currently resides in Elkins, West Virginia. He generates and curates content for the Randolph County-centric website elkinite. com and works seasonally as the social media coordinator and photographer at



Augusta Heritage Center of Davis & Elkins College. He has also produced content for West Virginia Public Broadcasting and generated a series of short promotional films for Webster County Tourism. Independently, Andrew has released the short film *Swing: Lou Maiuri and the Nine Pin Reel* and documented many West Virginia musicians, square dance callers, and artists. Andrew is committed to using his skills as a photographer, videographer, and documentarian to attempt to capture elements of life in West Virginia that would otherwise go unnoticed. We are thrilled to have him at this year's camp!

# Please contact info@art26201.com to reserve your child's seat!



#### City Council of Buckhannon – 7:00 pm in Council Chambers Meeting Agenda for Thursday, April 4, 2019



#### A. Call to Order

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America
- A.3 Mayor's Greetings

#### B. Recognized Guests

- B.1 Pita My Heart- Eric Roark & Katie O'Connor
- B.2 Chief of Police Matthew Gregory-Official Oath Probationary Police Officer
- B.3 SYCC Recognition of Staff & Volunteers
- B.4 Proclamation- Dave Roby-Retirement
- B.5 Aaron Harris-Brushy Fork Sewer Line Extension Project

#### C. Department & Board Reports

- C.1 Information Coordinator/Grant Researcher- Callie Cronin Sams
- C.2 SYCC Director-Debora Brockleman
- C.3 Public Works Director-Jerry Arnold
- C.4 Finance Director- Amberle Jenkins
- C.5 Fire Chief-JB Kimble
- C.6 City Attorney- Tom O'Neill

#### D. Correspondence & Information

- D.1 Notice Lay the Levy on Tuesday, April 16, 2019 at 9:00am
- D.2 Notice Rescheduled Meeting Notice for City Council & Sanitary Board May 14, 2019 due to WVSF
- D.3 Notice Rescheduled Meeting Notice for City Council & Sanitary Board June 18, 2019 due to Holiday
- D.4 Notice Rescheduled Meeting Notice for City Council & Waste Board July 2, 2019 due to Holiday
- D.5 Brochure PALS Patient Airlift Services
- D.6 Mayor's Thank you Letters to Rotary Club, Suddenlink-Altice USA, WV Municipal League & Jim Marsh
- D.7 First Energy Foundation Grant Application 2019-Restoration Colonial Theatre Project

#### E. Consent Agenda

- E.1 Approval of Minutes-Regular meeting 03/21/19
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

#### F. Strategic Issues for Discussion and/or Vote

- F.1 Approval Ordinance No. 435 Downtown Parking Amendment 2nd & Final Reading
- F.2 Approval Ordinance No. 436 State Building Code Adoption 1st Reading
- F.3 Request from City of Elkins Fire Department to Borrow BFD's Reserve E11 Engine for 30 days
- F.4 Request from Clarksburg Kennel Club to use Buckhannon Dog Park for Dog Training Classes
- F.5 Discussion/Possible Action General Fund Contribution to Sanitary Board -Brushy Fork Sewer Line Extension
- F.6 Approval Resolution No. 2019-02 Acceptance Deed of Dedication-Tammy Hatfield Island Avenue Property
- F.7 Approval Address/Mapping Renumbering of Chancery Street
- F.8 CPWB Recommendation to Name City Hall after JD Hinkle Jr. & Display Wall of Fame at City Hall
- F.9 Discussion SB147- COB Landfill Closure Funding
- F.10 Approval BU Chamber of Commerce Annual Dinner -Silver Sponsorship Table for 8
- F.11 WVSF Request of Event- Beer Garden-Letter to submit with application to WV Alcohol & Beverage Comm
- F.12 Approval to Submit Notice of Letter of Intent- SYCC-21st Century Community Learning Center Grant Funding

#### G. Comments and Announcements

- G.1 Mary Albaugh
- G.2 Pamela Bucklew
- G.3 CJ Rylands
- G.4 Robbie Skinner
- G.5 David Thomas
- G.6 Colin Reger

#### H. Mayor's Comments and Announcements

#### I. Adjournment

REMINDER: Special City Council Meeting Tuesday, April 16, 2019 at 9:00AM-Lay the Levy Next Regular Scheduled City Council Meeting Thursday, April 18, 2019

## ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

3)

Meeting

Regular Monthly Meeting

Start Time

5:30 PM

Date

Thursday, April 4, 2019

Place

P.S.D. Office

4536 Old Elkins Rd, Buckhannon

Meeting Called to Order by Chairperson

5:30 PM

Pledge of Allegiance

Roll Call Introduce Board of Directors

Chair/Treasurer-Carey Wagner, Secretary-Larry Heater, Board Member-Sonny Matthews

Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Sharon Burr,

System Operator-David Wamsley

Recognize Current Customers

Approval of Minutes - March 5, 2019 Regular Monthly Meeting Treasurer Report/Payment of Bills for April/bal of March Invoices Vote

Vote

ITEMS FOR DISCUSSION

Approve Emergency Action Plan Updates

**Board Signatures** 

Vote

Phase III Extension Project Update

Invoice payment approval
Update on Project
Pre-Const Sign Ups
Easements/Right of Ways
Greylock Relocation of Gas Line Paperwork

Vote

**Maintenance Report** 

Date & Time of May 2019 Meeting - Tuesday, May 7, 2019 @ 5:30 pm

Adjournment

Vote

Anyone wishing to address the Board that is not on the agenda will be addressed at the end of the meeting or as time permits in between other items on agenda. Please ask to be added so we can be sure to address you. Thank you for your patience!!!! (9)

Rough Draft Prepared by Office Manager February 19, 2019 Prepared by Board Chair and Office Manager February 27, 2019 Posted and Available to the Public on Merch 1, 2019



# AGENDA UPSHUR COUNTY SOLID WASTE AUTHORITY BOARD OF DIRECTORS MEETING

#### Monday, April 8, 2019

Time:

4:30 PM

Place:

UCSWA Office, 380 Mudlick Rd, Suite 102, Buckhannon, WV 26201

- 1. Call to Order
- 2. Determine Quorum
- 3. Minutes of February 11, 2019 Meeting (No March meeting)
- 4. Monthly Financial Reports, February and March—Treasurer
- 5. Director's Report Burl Smith
- 6. Recognition of Guests

#### **Old Business:**

- 1. April Make-It-Shine 2019 Billboards, etc.
- 2. EDDM Brochure Discussion—

#### **New Business:**

- 1. FY 2020 SWMB Application, Review and approval --
- 2. FY 2019 SWMB Semiannual Report —
- 3. WV DEP FY 2020 Grant Applications, 3 types---
- 4. FY 2020 Budget Discussion---
- 5. Rachel's Challenge, May 16<sup>th</sup>---
- 6. BUMS Poster Contest Judging---

| 7  |  |  |  |  |  |  |
|----|--|--|--|--|--|--|
| 1. |  |  |  |  |  |  |

#### **Board Member Comments:**

#### **Meeting Adjournment:**

**NEXT MEETING: May 13, 2019 - (Regular Schedule)** 

# James W. Curry Library/Park Advisory Board Minutes October 24, 2018



The October 24, 2018 meeting of the James W. Curry Library/Park Advisory Board was called to order by President Mike Quinn at 10:11 am.

Roll Call: Present – Mike Quinn, Al Lake, Erv Lake, Patricia Tolliver, Carrie Wallace, Tink Simmons and Lori Ulderich-Harvey

Absent: None

Guests: Nate Kennedy

Staff: Judith Williams, Jonathan Freeman, Darlene Gregory

Minutes: Minutes of the September 26, 2018 Advisory Board Meeting were approved; motion by Erv, seconded by Lori; motion passed.

#### Public Comment Period:

There were no public comments.

Mike announced that he received a text from Barbara at Mylan Pharmaceuticals advising that they approved a \$500.00 donation to the Library! That brings the total raised for the Coding Club to \$2,500.00 (\$2,000.00 ACP; \$500 Mylan).

#### Staff Report:

**Park:** Jonathan reported that he blocked off the 4-wheeler path at the gas well and purchased signs prohibiting motorized vehicles as requested at the last meeting. He will also speak with Ford (the well tender) about installing a lock on the gas well gate. No reservations have been made for deer season. There was one camper last month and 2 pavilion reservations. Jonathan is staying busy working on small maintenance items, including tree removal on site #8 and removal of an electric box on site #4.

Library: Judith reported that the month had been quiet, but the Library is holding its own. 16 hunting permits were issued, which is to be expected this time of year. 27 children and 18 adults were served for Story Time. Judith hasn't heard back from French Creek Elementary School regarding remote Beginning Links; assuming that option is closed. The hayride was very well attended! Judith planned for 40 people and ended up with 34 children and 23 adults! Parents were quick to help with activities, but they did run out of a lot of supplies. Judith commended the parents for their helpfulness and dedication to the Library and its Programs. Judith plans to start on Summer Reading preparations after the Christmas Program on December 8<sup>th</sup> (beginning at 2:30 pm). Volunteers are needed! Carrie recommended that Judith contact the Volunteer Center in Buckhannon to solicit volunteers. Spouses of Board members have also expressed interest in helping.

**Timber**: The timber sale is complete. The following items still need to be taken care of: 1. grass seeding and mulching of skid trail into the creek on the south end of the farm 2. blocking of access road by dropping a tree across it. Nate will make sure the items are completed to satisfaction. Nate reported that ten additional trees were cut that were not marked for the sale. In lieu of invoices Northwest for

# James W. Curry Library/Park Advisory Board Minutes October 24, 2018



the value, it will be deducted from the refund of the bond. Nate will forward a letter to Carrie when the reclamation is complete requesting the bond release. The Wayne family gave permission for the county to place a sign prohibiting 4-wheelers and motorized vehicles on the access road on their property.

#### Old Business:

**Consideration of Bike Trails on Curry Property** – Nate has not met with the volunteer group to date. He will meet with them this winter and report back to us at the March meeting.

DVD security – Judith found two more DVD's missing; cases were on the shelf without DVD's inside. They had to be taken from the Library as the Librarians verify that the DVD is in the case when they are checked out and checked in. Judith suspects this happened during Summer Reading as it is very busy and there are a lot of people in the library that don't frequent it during other times of the year. Most other libraries that have experienced theft keep the DVD's behind the desk and place them in the case when they are checked out. This project is obtainable for Curry. Judith provided quotes for different filing systems specific for DVD's and explained that the quality of filing cabinets are relatively standard across the board. Sleeves for each option must be purchased separately. Judith will also contact James and Law and Champion who will likely deliver without charges. On motion by AI, seconded by Lori, the Advisory Board gave Judith an \$800 budget to purchase necessary cabinet(s).

#### **New Business:**

**Election of Officers** – The Advisory Board reviewed terms of office for all current members. Al moved that all present officers be elected to another term, seconded by Tink; motion carried.

Officers for the 2019 calendar year are as follows:

President: Mike Quinn

Vice President: Albert Lake

Secretary: Carrie Wallace

Marketing/Advertising - Carrie suggested that Judith contact Laura Meadows for help in developing a new advertisement campaign. The Library and Park are in need of rack cards that can be sent to welcome centers, conferences etc. These materials would be especially helpful in attracting mountain biking enthusiasts.

With no further business, the meeting adjourned at 10:51 am; motion by Al, seconded by Tink.

Members approving the September 26, 2018 minutes:

Micháel Quinn

## James W. Curry Library/Park **Advisory Board Minutes**



## October 24, 2018

| Must Lake            | Ervin Lake      |
|----------------------|-----------------|
| Lori Ulderich Harvey | Lewis Simmons   |
| Patricia Tollwer     | Cani h. Wallace |

#### Adrian Public Service District

February 14, 2019

#### Monthly Board Meeting

Present from Adrian PSD were: Paul Spencer, Don Killingsworth, Kelly Arnold, Eric Brunn, and Lindsey Woody.

All motions are unanimous unless otherwise noted.

The meeting was called to order at 10:03 am by Chairman Spencer.

Minutes of the Jan. 10, 2018 meeting were read. Board members went into executive session to discuss the minutes. Motion to accept with a minor change was made by Don, second by Kelly.

Invoices were presented – Motion to pay was made by Don, second by Kelly.

#### **Old Business**

Visitors: none.

- Phase VII The final requisition was approved by the USDA for the purchase of the belt clip transmitter with contingency money from Phase VII.
- Phase VIII/Pickens The ALJ's decision approving revised rates and charges for the PSD were shown, and Trey says it won't be long before the PSD will be closing on our design loan for the project.
- Switching over bank accounts to MVB We are still in the process and hopefully will be completed in the next few weeks.
- Mon Power Don discussed the letter that was written to Dave Tennant regarding upgrades that need to be done
  on the Beechtown and Hinkleville pump stations so they can handle the power capacity that is needed for the
  upgrades that will be done on our next project. Lindsey will be calling Mon Power to request work orders for
  these upgrades.
- Fire Department's water usage Lindsey contacted the local fire departments and sent them either via email or mail forms to be filled out monthly that need to be turned into us showing their usage of water on our system.

#### **New Business**

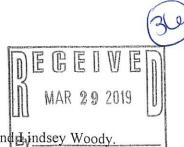
None

#### Items for Discussion/Action/Approval

- The board went into executive session to discuss the employee organizational cart that explains all employee titles and positions. The board presented and discussed their changes, employees will look over and see if there are any other changes or additions they would like and then will be approved at the next meeting.
- The PSD's vacation and sick day policies were discussed and will be further researched in order to make a decision on what the policies should be at the next meeting.

#### Maintenance - Eric

- Installed a new 25 HP motor and the Hinkleville Pump Station on January 28<sup>th</sup>
- Repaired two minor leaks. One at Frenchton that was an old repair and the other at Trexel McCartney Rd.
- Uninstalled the French Creek and Rock Cave water delivery system in the tanks because the nozzles in the new delivery system were froze and there was not enough pressure to allow water to flow out to fill the tanks. Once that delivery system was bypassed, the telemetry issues were then resolved.
- Pump stations were painted.
- Bureau of Public Health came because our system was randomly selected to take samples for the UCMR (Unregulated Contaminant Monitoring Rule).
- The solar panel is working great since a new charger was installed.



(32)

The meeting adjourned at 12:30. Next regular meeting will be March 14, 2019.

Board of Directors

Paul Spencer, Chairman

Don B. Killingsworth, Vice Chairman

Kelly Arnold, Sec., Treas.



| 1000 <b>全国</b> 2000 年度,包括李明斯特的          | Medical Plan Ch                                                       | nanges        |                     |           |
|-----------------------------------------|-----------------------------------------------------------------------|---------------|---------------------|-----------|
| Medical Claims - Rolling 12 (3/1/18 - 2 | /28/19) Trended:                                                      | \$1,223,572   | Premium Trended:    | \$231,930 |
| Referenced Based                        |                                                                       |               |                     |           |
| Pricing (RBP)                           |                                                                       | Savings Range |                     |           |
| Move to an RBP Plan:                    | Perc                                                                  | centage       | Dollars             |           |
| RBP Applies to:                         | Facilit                                                               | ies Only *    | Facilities Only *   |           |
| A 10                                    | Claims                                                                | Premium       | Claims              | Premium   |
| 100% of Medicare                        | 25.0%                                                                 | 53.9%         | \$305,893           | \$124,894 |
| 150% of Medicare                        | 17.7%                                                                 | 33.3%         | \$215,961           | \$77,310  |
|                                         | * PHCS would be the network utilized for Providers & RBP applies to I |               | to Facilities Only. |           |

| Medical Claims - Rolling                                                             | ng 12 (3/1/18 - 2/28 | /19) Trended: | \$1,223,572            | Premium Trended: | \$231,930     |
|--------------------------------------------------------------------------------------|----------------------|---------------|------------------------|------------------|---------------|
| Plan Option                                                                          | Nat'l Avg. **        | Current       | Option 1               | Option 2         | Option 3      |
| Deductibles                                                                          | \$1312/\$4363        | \$250/\$500   | \$300/\$600            | \$425/\$850      | \$525/\$1050  |
| Coinsurance                                                                          | 80%/20%              | 70%/30%       | 65%/35%                | 65%/35%          | 65%/35%       |
| Max OOP                                                                              | \$4090/\$13,600      | \$2320/\$4640 | \$2698/\$5395          | \$2779/\$5558    | \$2844/\$5688 |
| Estimated Low-end Saving                                                             | gs                   | N/A           | \$19,142               | \$33,662         | \$45,637      |
| Estimated Higher-end Sav                                                             | ings                 | N/A           | \$33,935               | \$62,203         | \$85,460      |
| Estimated Savings to add<br>Referenced Based Pricing<br>100% of Medicare Facilities  | Only *               | \$430,787     | \$430,787              | \$430,787        | \$430,787     |
| 150% of Medicare Facilities                                                          | Only *               | \$293,270     | \$293,270              | \$293,270        | \$293,270     |
| Estimated Low-end Savings<br>for Plan Changes and RBP<br>100% of Medicare Facilities | Only *               | \$430,787     | \$449,930<br>\$313,413 | \$464,449        | \$476,425     |
| 150% of Medicare Facilities                                                          | Only *               | \$293,270     | \$312,413              | \$326,933        | \$338,908     |

|                                             |                       | Contributio | ns                    |              |                   |
|---------------------------------------------|-----------------------|-------------|-----------------------|--------------|-------------------|
| Current Total Annual Cost                   | \$1,413,585           | Average     | Employee Contribution |              | on                |
| Monthly Plan Rates *                        | <b>Current Cost</b>   | Counts      | Current               | 20% Increase | Nat'l Avg. **     |
| Employee (EE)                               | \$820.76              | 20.5        | \$20.00               | \$24.00      | \$147.74          |
| EE + Child(ren)                             | \$1,381.09            | 20.8        | \$30.00               | \$36.00      | \$400.51          |
| EE+ Spouse                                  | \$1,598.80            | 10.4        | \$40.00               | \$48.00      | \$463.65          |
| Family                                      | \$2,174.75            | <u>25.6</u> | \$50.00               | \$60.00      | \$630.68          |
| Annual Totals                               | \$1,413,585           | 77.3        | \$32,745.00           | \$39,294.00  | \$387,729.79      |
| Percent of Total Cost                       |                       |             | 2.3%                  | 2.8%         | 27.4%             |
| National Average Percent of Total           | al Cost **            |             |                       |              |                   |
| Employee (EE)                               |                       |             | 18%                   |              |                   |
| Employee (EE) Plus Dependents               |                       |             | 29%                   |              |                   |
| * Monthly Rates do not include the two lase | ers (\$300,000 combir | ned)        |                       | **           | Source - KFF/HRET |



|                                | Services exists success a reservi- |                       |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------|------------------------------------|-----------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 和西瓜鄉(附門鄉) 古代"松區。               | Plan Cha                           |                       | 是有其為               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Medical Claims/Claimant/Year   |                                    | Annualized            | Rolling 12         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Period                         | 7/1/17 thru 6/30/18                | 7/1/18 thru 2/28/19   | (3/1/18 - 2/28/19) | Average                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Claims<br>Claimants            | \$1,279,671<br>174                 | \$797,726.22<br>213   | \$1,122,543.37     | \$1,066,647                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Claims/Claimant/Year           | \$7,354                            | \$3,745               | 271<br>\$4,142     | 219<br>\$4,863                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Claims, Claimant, Tear         | φι,οοτ                             | ψο, γ το              | Ψ+,1+2             | Ψ+,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Coinsurance Changes            |                                    | Annualized            | Rolling 12         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Period                         | 7/1/17 thru 6/30/18                | 7/1/18 thru 2/28/19   | (3/1/18 - 2/28/19) | Average                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| HRA Coinsurance Paid           | \$59,510                           | \$24,592              | \$62,804           | \$48,969                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1. Savings at 30% to 35%       | \$2,976                            | \$1,230               | \$3,140            | \$2,448                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2. Savings at 30% to 40%       | \$5,951                            | \$2,459               | \$6,280            | \$4,897                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Medical C                      | aims - Rolling 12 (3/1/1           | 8 - 2/28/19) Trended: | \$1,223,572        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Deductible Changes             |                                    | Savings Ran           |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Increase the HRA Deductible of | Percen                             | itage                 | Dolla              | rs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| \$250/\$500 to:                | From                               | То                    | From               | То                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| \$300/\$600                    | 1.3%                               | 2.5%                  | \$16,002           | \$30,795                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$425/\$850                    | 2.5%                               | 4.8%                  | \$30,522           | \$59,062                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$500/\$1000                   | 3.3%                               | 6.3%                  | \$39,892           | \$77,200                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$525/\$1050                   | 3.5%                               | 6.7%                  | \$42,497           | \$82,320                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$750\$1500                    | 5.5%                               | 11.1%                 | \$67,354           | \$135,219                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| \$1000/\$2000                  | 7.5%                               | 14.4%                 | \$91,349           | \$175,746                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Deductible and                 |                                    |                       |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Coinsurance Changes            | Savings Rang                       |                       |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Increase the HRA Deductible of | Percentage                         |                       | Dolla              | the same of the sa |
| \$250/\$500 & 30% Coins. to:   | From                               | То                    | From               | То                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| \$300/\$600 & 35%              | 1.6%                               | 2.8%                  | \$19,142           | \$33,935                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$425/\$850 & 35%              | 2.8%                               | 5.1%                  | \$33,662           | \$62,203                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$500/\$1000 & 35%             | 3.5%                               | 6.6%                  | \$43,032           | \$80,341                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$525/\$1050 & 35%             | 3.7%                               | 7.0%                  | \$45,637           | \$85,460                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$750\$1500 & 35%              | 5.8%                               | 11.3%                 | \$70,494           | \$138,360                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| \$1000/\$2000 & 35%            | 7.7%                               | 14.6%                 | \$94,489           | \$178,887                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| \$300/\$600 & 40%              | 1.8%                               | 2.9%                  | \$22,282           | \$35,692                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$425/\$850 & 40%              | 3.0%                               | 5.2%                  | \$36,802           | \$63,959                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$500/\$1000 & 40%             | 3.8%                               | 6.7%                  | \$46,172           | \$82,097                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$525/\$1050 & 40%             | 4.0%                               | 7.1%                  | \$48,778           | \$87,216                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$750\$1500 & 40%              | 6.0%                               | 11.5%                 | \$73,634           | \$140,116                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| \$1000/\$2000 & 40%            | 8.0%                               | 14.8%                 | \$97,629           | \$180,643                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

## (QP)

## AGREEMENT

This Agreement is entered into this \_\_\_ day of April 2019, by and between the County Commission of Upshur County, ("Commission"), the Board of Education of the County of Upshur ("Upshur BOE"), the Board of Education of the County of Lewis ("Lewis BOE"), and Micrologic, Inc. ("Contractor").

WHEREAS, the Commission has received funding under the COPS School Violence Prevention Program to improve security at schools and on school grounds through school safety programs, and

WHEREAS, the Upshur BOE and the Lewis BOE have together identified nineteen school sites at which they desired to retain a qualified contractor to provide services, hardware, and software necessary for the installation of new security camera systems, and

WHEREAS, following a public bid process, Contractor was identified as the lowest responsible bidder to provide such services, hardware, software, and installation, and

WHEREAS, the parties collectively desire to memorialize in writing their agreement by which Contractor will provide such services, hardware, software, and installation.

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the parties agree as follows.

- 1. Scope of Work. Contractor will perform the scope of work outlined in Section 3 of the Request for Proposal dated January 10, 2019, and titled "Upshur County, West Virginia COPS Camera Surveillance Project" to which Contractor responded, and which is incorporated by reference into this Agreement in its entirety. Contractor is responsible for the design and installation plan for each site, will obtain any necessary permits, and will complete the scope of work within the required timeline. Contractor must at all times furnish sufficient skilled workers, materials, and equipment to perform the work in strict conformance with the contract documents and to the entire satisfaction of the Commission, the Upshur BOE, and the Lewis BOE, so as to complete the project by the Date for Substantial Completion. All materials and equipment provided must be new, free from all defects, and fit for the purpose for which intended.
- 2. Implementation Plan. Prior to commencing installation, Contractor will develop and submit a detailed, written plan, camera topology, and proposed schedule of installation to the Technology Directors for the Upshur BOE and the Lewis BOE. The Technology Directors shall give written permission to begin installation before installation actually commences. Installation may occur only at one school site at a time, unless Contractor has proposed to use multiple installation crews, and both Technology Directors have approved of such plan through their written permission to commence. Technology Directors as used in this Agreement shall mean both Glenna Clutter, Upshur County Technology Director (gclutter@k12.wv.us) and Jeff Tidd, Lewis County Technology Director (jtidd@k12.wv.us), or their successors if identified by either the Upshur BOE or Lewis BOE during the course of this Agreement.

Installation may occur only during non-school hours, which shall be deemed to include weekday evenings (3:30 p.m. until 6:00 a.m. the following day), weekends (3:30 p.m. Friday



through 6:00 a.m. Monday), holidays, summer recess, and other days when students are not present.

3. Substantial Completion. Work on the Project may begin as soon as this Agreement is signed, and Contractor's Implementation Plan has been approved. Work must be substantially complete by August 1, 2020, unless the parties agree to a different completion date. For purposes of this Agreement, "substantially complete" means that the work is essentially complete in accordance with this Agreement and ready for full occupancy or use by the Boards of Education in the manner intended without unreasonable inconvenience or discomfort, as determined by the Commission, Upshur BOE, and Lewis BOE.

Time is of the essence. The dates above are of the essence of this Agreement. Contractor will prosecute its work in accordance with the dates above, including any amendment thereto.

Contractor will give the Technology Directors written notice of any delay affecting its work within ten (10) days of the commencement of the delay, along with the reasons for the delay. The failure to give the required notice constitutes an irrevocable waiver of the Contractor's right to seek an extension of time and/or additional compensation/damages for the delay. Upshur BOE and Lewis BOE in their sole and reasonable discretion will determine whether a delay entitles the Contractor to an extension of time. Any extensions of time will only be granted pursuant to a written amendment to this Agreement.

- **Corrective Action.** If the Upshur BOE and Lewis BOE determine that the Contractor is not cooperating or coordinating its work properly with any subcontractors, not supplying sufficient skilled workers, not cleaning up the project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the work in strict conformance with this Agreement, or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR MUST IMMEDIATELY, AND IN NOT LESS THAN 48 HOURS AFTER NOTICE OF SUCH DETERMINATION,, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY UPSHUR BOE AND LEWIS BOE, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES WITHIN 10 DAYS OF SUCH NOTICE AND/OR, (3) IF UPSHUR BOE AND LEWIS BOE INSTRUCT THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, MUST IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the project. Such corrective action will be taken and continued uninterruptedly without waiting to initiate any dispute under this Agreement or the resolution of any dispute initiated.
- 5. Contract Sum. The Contract Sum to be paid by the Commission to the Contractor, as provided herein, for the satisfactory performance and completion of the project and all of the duties, obligations and responsibilities of the Contractor under this Agreement is Four Hundred Twelve Thousand Two Hundred Dollars (\$412,200.00). The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor is responsible to pay any such taxes. The Contract Sum also includes the cost of any permits required for the Work.



Without prejudice to any of the Owner's rights and remedies under Agreement, if the Contractor fails to submit payment applications and any required documentation, and the Commission has provided written notice of such failure, but the Contractor has not responded, then, not less than 90 days after the written notice to the Contractor to do so has been provided to the Contractor, the balance of the Contract Sum will remain and become the sole possession of the Commission.

6. Liquidated Damages. The Contractor will have its work substantially complete by the date given in Paragraph 3 above, unless the date is extended by the parties. If the Contractor does not have its work on the project substantially complete by the date stated in Paragraph 3 or as otherwise agreed by the parties, the Contractor will pay the Commission (and the Commission may set off from sums coming due the Contractor) liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each calendar day beyond the date for substantial completion as extended in accordance with this Agreement.

The Contractor acknowledges by signing this Agreement that the amount of liquidated damages represents a reasonable estimate of the actual damages the Boards of Education would incur if the work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. These liquidated damages are damages for loss of use of the school sites, and the Contractor in addition to the liquidated damages will be obligated to indemnify and hold the Commission, Upshur BOE, and Lewis BOE harmless from any claims, and if the work on the project is accelerated because of delay, for all costs related to the acceleration of the work, as provided in this Agreement.

- 7. Limitation of Liability. The Commission's, Upshur BOE's, and Lewis BOE's combined total liability under this Agreement is limited to the Contract Sum described in Paragraph 5 above, unless increased by written agreement of the parties. Under no circumstances will the elected officials, officers, employees, board members, or agents of the Commission, Upshur BOE, or Lewis BOE be personally liable for any obligations or claims arising out of or related to this Agreement.
- 8. Payment. Payment applications will be submitted monthly and will reflect the amount of work completed as of the date the application for payment is submitted. All payment applications must be accompanied by proof of the Contractor's payments to material suppliers or subcontractors, as was necessary for the work performed during the month the application is submitted. The Commission may withhold payment in whole or in part, and may demand that the Contractor refund amounts previously paid, to protect the Commission, Upshur BOE, or Lewis BOE from loss because of:
  - (a) The Contractor's default or failure to perform any of its obligations under this Agreement, including but not limited to: failure to provide sufficient skilled workers; work, including equipment or materials, which is defective or otherwise does not conform to this Agreement; failure to conform to the project time schedule; and failure to follow the directions of or instructions from the Commission, the Upshur BOE or the Lewis BOE;
  - (b) The work has not proceeded to the extent set forth in the application for payment;



- (c) Any representations made by the Contractor are untrue;
- (d) The failure of the Contractor to make payments to its material suppliers or subcontractors;
- (e) Damage to the Commission's, Upshur BOE's, or Lewis BOE's property or the property of another person or laborer;
- (f) The determination that there is a substantial possibility that the work cannot be completed for the unpaid balance of the Contract Sum; and/or
- (g) Liens filed or reasonable evidence indicating the probable filing of such liens.

The Contractor shall submit payment applications to the Technology Director for the County in which work reflected on the payment application has been performed. The Superintendent for each County will approve the payment application and forward approved applications to the Commission for payment. The Commission will pay the Contractor within thirty (30) days after receipt of the approved Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. The Commission may establish a cut-off date for the submission of the payment application.

- 9. Change Orders. A Change Order is a written instrument signed by the parties stating their agreement upon a change in the work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the project time schedule, if any. Any work that is beyond the scope of the work specified for the project or that modifies the work specified for the project must be approved through a written Change Order signed by the parties evidencing their agreement. If the parties are unable to agree on the terms of a Change Order, the Contractor will proceed to perform the work without delay, and the Commission, Upshur BOE, and Lewis BOE may issue a construction change directive or field work order to document the change and the basis on which work will proceed until the issue is resolved and an appropriate Change Order prepared and signed by the parties.
- 10. Claims and Disputes. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of this Agreement, payment of money, extension of time, or other relief with respect to the terms of this Agreement, provided that the Owner's decision to adjust or withhold payment under Paragraph 8 will not be considered a Claim. The responsibility to substantiate claims rests with the party making the Claim.

Claims must be made by written notice. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written Notice as provided herein must be given before proceeding to execute the Work. If the Contractor wishes to make a Claim for additional time, the Contractor must include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim will be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.



If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the scope of work, then the observing party will give written notice to the other party promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions. If the conditions are materially different and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Commission, Upshur BOE, and Lewis BOE will issue an appropriate Change Order.

The Contractor must make all claims in writing within ten days after the occurrence of the event giving rise to the Claim. Failure to do so is an irrevocable waiver of the Claim. Within 10 days of its receipt of a written request, the Contractor will make available to the Technology Directors any books, records, or other documents in its possession or to which it has access relating to any Claim and will require its Subcontractors, regardless of tier, and materialmen to do likewise. If a Claim has not been resolved within fourteen (14) days after submission to the other party, unless agreed otherwise in writing by the parties, the Claimant's exclusive remedy is to file suit in the Circuit Court of Upshur County.

- 11. **Default of the Contractor.** Each of the following constitutes an event of default of the Contractor:
  - (a) The Contractor's failure to perform any of its obligations under this Agreement and to proceed to commence to correct such failure within forty-eight (48) hours after written notice thereof or such lesser time as is provided in this Agreement, or
  - (b) The Contractor's failure thereafter to use its best efforts to correct such failure, or
  - (c) Except when an extension of time is granted in writing by the Commission, the Upshur BOE, and the Lewis BOE, to correct such failure within ten (10) days after receipt of written notice thereof.
  - (d) The Contractor's failure to pay its obligations as they become due or the Contractor's insolvency.
- 12. Remedies in the Event of Default. Upon the occurrence of an event of default the Commission, the Upshur BOE, and the Lewis BOE will have the following remedies, which are cumulative:
  - (a) Order the Contractor to stop the Work, which the Contractor will do immediately;
  - (b) To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to the Contractor;
  - (c) To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the



Contractor, all of which the Contractor hereby transfers and assigns to the Commission, the Upshur BOE, and the Lewis BOE for such purpose, and to employ any person or persons to complete the work, including the Contractor's employees, and the Contractor will not be entitled to receive any further payment until the work is completed; and/or,

(d) All other remedies which the Commission, the Upshur BOE, and the Lewis BOE may have at law or in equity or otherwise under This Agreement.

If the Agreement is terminated pursuant to this Paragraph, the termination of this Agreement is without prejudice to any other rights and remedies, including without limitation the right to be indemnified by the Contractor.

If the unpaid balance of the Contract Sum exceeds the cost of finishing the project, including any costs, expenses or damages incurred as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of the Commission's, Upshur BOE's, or Lewis BOE's staff, such excess will be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor will pay the difference to the Commission. The obligations under this Paragraph will survive the termination of this Agreement.

**13. Termination for Convenience.** The Commission, the Upshur BOE, and the Lewis BOE may, in their discretion and without cause, by written notice to the Contractor terminate this Agreement for their convenience.

Upon receipt of a written notice from the Technology Directors terminating this Agreement without cause and for the Commission's, Upshur BOE's, or Lewis BOE's convenience, the Contractor will (i) immediately cease performing the work, unless otherwise directed by the Technology Directors, in which case the Contractor will take the action directed by the Technology Directors, (ii) take all reasonable and necessary action to protect and preserve the work, and (iii) unless otherwise directed by the Technology Directors, terminate all agreements with Subcontractors and suppliers.

If this Agreement is terminated without cause and for convenience and there exists no event of the Contractor's default, as defined in this Agreement, the Commission will pay the Contractor (i) for work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for work performed under this Agreement, including overhead and profit up to the date of termination, (ii) for work performed at the direction of the Technology Directors on and after the date on which the notice of termination is received by the Contractor, as determined by the procedures applicable to Change Orders, (iii) for work necessary to protect and preserve the work, as determined by the procedures applicable to Change Orders, (iv) the reasonable and necessary costs of terminating the Contractor's agreements with Subcontractors and suppliers, and (v) other costs incurred by the Contractor directly as a result of the termination of this Agreement.

If this Agreement is terminated without cause for convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor is entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.



The termination of this Agreement will be without prejudice to any rights or remedies that exist at the time of termination.

14. Insurance and Indemnification. The Contractor must maintain general liability insurance in the minimum amount of \$1,000,000, worker's compensation coverage as required by West Virginia law. The Commission, Upshur BOE, and Lewis BOE will be named as additional insureds on the insurance provided, and the Contractor will provide a certificate of insurance with the Commission, the Upshur BOE, and the Lewis BOE identified as the holder of the certificate.

Insurance furnished by the Upshur BOE or the Lewis BOE, if any, is not intended to and will not cover equipment and materials before they are physically incorporated into the work or tools. The Contractor bears the entire risk of loss with respect to tools, equipment, and materials. Neither Upshur BOE nor Lewis BOE will provide a separate builder's risk insurance policy for the project.

The parties waive all rights against each other and against the Subcontractors, Subsubcontractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance.

To the maximum extent permitted by law, the Contractor will indemnify and hold harmless the Commission, the Upshur BOE, the Lewis BOE and their respective consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees, arising out of or related to the performance of the work, including but not limited to the failure of the Contractor to perform its obligations under this Agreement, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with this Agreement, and/or claims related to the removal, handling, or use of any hazardous materials. The Commission may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Contractor under this Agreement.

In claims against any person or entity indemnified under this Agreement by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Agreement will not be limited by a limitation on amount or type of damages, compensation, or benefits payable for the Contractor or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts. The Contractor expressly waives any protection or immunity with respect to Workers' Compensation claims related to indemnification given under this Agreement.

- **15. Warranties.** In addition to any other warranties, guarantees, or obligations set forth in this Agreement or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:
  - (a) The Upshur BOE and the Lewis BOE will have good title to the work and all materials and equipment incorporated into the work will be new;



- (b) The work and all materials and equipment incorporated into the work will be free from all defects, including any defects in workmanship or materials;
- (c) The work and all equipment incorporated into the work will be fit for the purpose for which intended; and
- (d) The work and all materials and equipment incorporated into the work will conform in all respects to this Agreement.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under this Agreement, the Contractor, in addition to any other requirements in this Agreement, will commence to correct such breach and all damage resulting therefrom within 48 hours after written notice thereof, thereafter use its best efforts to correct such breach and damage to the satisfaction of the Commission, the Upshur BOE, and the Lewis BOE and, except when an extension of time is granted in writi, correct such breach and damage to the satisfaction of the Commission, the Upshur BOE, and Lewis BOE within 30 days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period will be extended to 7 days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the Commission, the Upshur BOE, and the Lewis BOE, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice will pay the respective BOE, within 10 days after the date of such notice, all of the BOE's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation their administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor will survive the final payment and/or termination of this Agreement. If the Contractor fails to pay any amounts due under this Paragraph 15, the Contractor will pay in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

- 16. Modification. No modification or waiver of any of the terms of this Agreement will be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Commission, the Upshur BOE, and the Lewis BOE requires the signature of the President or Superintendent acting under the authority of a specific resolution. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of this Agreement, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its or their terms, except as expressly provided in this section.
- 17. Assignment. The Contractor may not assign this Agreement without the written consent of the Commission, the Upshur BOE, and the Lewis BOE, which they may withhold in their sole discretion.
- **18. Third Parties.** Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against any of the parties to this Agreement.
- 19. Law and Jurisdiction. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties



will be construed and resolved under the laws of the State of West Virginia. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, must be brought in the Circuit Court of Upshur County or another local court having subject matter jurisdiction of the issue, and each party hereby expressly consents to the jurisdiction of such court. The parties waive their right to remove any action filed in a state or local court to federal court.

- **20. Statute of Limitations.** Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming work that is not discovered by the Commission, the Upshur BOE, or the Lewis BOE will not commence until the discovery of such defective or non-conforming work.
- 21. Notices. Notices, requests, or demands by either party must be in writing, unless otherwise expressly authorized, and must be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, or email and, in the case of the Upshur BOE and the Lewis BOE, addressed to the Technology Directors set forth in Paragraph 2 of this Agreement marked and, in the case of the Contractor, addressed to 1120 Old Elkins Rd, Buckhannon, WV 26201. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands will be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of 48 hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission or email, upon the expiration of twenty-four (24) hours after the transmission is sent.
- **22.** Construction. The parties acknowledge that each party has reviewed this Agreement and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it or them.
- **23. Approvals.** Except as expressly provided herein, the approvals and determinations of the Commission, the Upshur BOE, and the Lewis BOE are subject to their sole discretion and will be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor bears the burden of proving by clear and convincing evidence that it was not made in good faith.
- **24. Partial Invalidity.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect, and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.
- **25.** Compliance with Laws and Regulations. The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Without limiting the foregoing, the Contractor, at its sole expense, will comply with the following, which govern projects involving schools or conducted on school grounds:



- (a) Contractor will complete a Contractor's Certification of Eligibility certifying its compliance with W. Va. Code Section 5A-3-10a, and certifying that it is not in debt to the State of West Virginia or any of its political subdivisions for the amount of \$1,000 or greater.
- (b) Contractor must comply with W. Va. Code Section 18-5-15c, which requires Contractor to verify the criminal records of any employees who may have unaccompanied access to school grounds or direct unaccompanied contact with students. Contractor must ensure that no individual having a qualifying offense listed in W. Va. Code Section 18-5-15c shall be granted access to school facilities. Contractor also must provide the written verification required by W. Va. Code Section 18-5-15c before commencement of any work, and throughout the project if employees are newly added to the project.
- (c) Contractor will ensure that its employees, agents, representatives, Subcontractors, consultants, or others under its direction comply with prohibitions in West Virginia law concerning the possession of drugs, alcohol, tobacco, or weapons on school grounds.
- (d) Contractor must complete the attached "Certification Regarding Lobbying" and if necessary, the attached "Disclosure of Lobbying Activities" and return them to the Commission prior to commencing work under this Agreement.
- **26. Project Safety.** The Contractor will follow all applicable safety and health regulations during the progress of the project and will monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The Commission, the Upshur BOE, and the Lewis BOE assume no responsibility for the development, review, or implementation of the any project safety plan or for project safety and have no authority to direct the means and methods of the Contractor.
- 27. Equal Opportunity. The Contractor will not, and it will ensure that its Subcontractors, regardless of tier, do not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action includes but is not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor will ensure that each of its Subcontractors, regardless of tier, will state in all solicitations or advertisements for employees placed by them or on their behalf that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- **28. Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with



respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives effective as of the date first set forth above.

| Board of Education of the County of Upshur       | Micrologic, Inc.                          |
|--------------------------------------------------|-------------------------------------------|
| By:                                              | Ву:                                       |
| Date:                                            | Date:                                     |
| <b>Board of Education of the County of Lewis</b> | <b>County Commission of Upshur County</b> |
| By:                                              | Ву:                                       |
|                                                  |                                           |