

## Upshur County Commission Meeting Agenda



Location of Meeting: Upshur County Courthouse Annex  
Date of Meeting: November 21, 2019

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance

Approval of Minutes:

- November 14, 2019

9:15 a.m. Susie Haight, Case Manager for Community Care of WV— Presentation of Lung Cancer Awareness Proclamation

Page 4

2:00 p.m. Hearing to consider acceptance of the Last Will and Testament of Steven McWhorter Casto, deceased

### Items for Discussion / Action / Approval:

1. Order appointing the Sheriff of Upshur County as the Administrator for the Estate of James L. Jones, deceased. \* Page 5
2. Consideration and signature of correspondence to Senator Shelley Moore Capito and Joe Manchin III expressing appreciation for their support of the Land and Water Conservation Fund and further requesting them to cosponsor the measure that will permanently fund the program before the end of the year. \* Page 6-7
3. Consideration and signature of correspondence to Department of Revenue Secretary Dave Hardy, Chief of Staff Mike Hall and DHHR Secretary Bill Crouch, supporting the Upshur-Buckhannon Health Department's endeavor to forego mid-year budget cuts by the State due to the nature of the services provided. \* Page 8
4. Consideration and signature of correspondence to all wrecker service providers participating in the wrecker rotation within the County clarifying provisions contained within the Procedures to Dispatch Wrecker Services updated on September 19, 2019. \* Page 9
5. Approval for Samuel R. Nolte, Commission President, to sign the Contract Agreement, Standard and Federal Conditions and Assurances, Certifications and Resolution for the Justice Assistance Grant (JAG) in the amount of \$15,000. \* Page 10-30
6. Approval and signature of the Second Addendum to Prevention Resource Officer Agreement retiring the male Labrador retriever/German shorthaired pointer canine officer and transferring the canine officer to Rocky Hebb. \* Page 31-33
7. Correspondence from Bethany Kirchberg, Program Coordinator, Tri-County Visitation Center, requesting employment of Jayme Burkhardt to Tri-County Child Exchange & Visitation Program staff at the pay rate of \$8.75 per hour, effective November 21, 2019, pending background check. Upon approval, Ms. Burkhardt will work no more than 19 hours per week. \* Page 34

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

8. Consider appointment to the position of Prosecuting Attorney following David E. Godwin's retirement on November 30, 2019.

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

9. 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)**

1. Executed Donation/Transfer of Equipment Agreement between the County Commission of Upshur County and the Buckhannon Volunteer Fire Department Page 35
2. Upshur County Sheriff's Financial Statement for Period Ending October 2019 Page 36-37
3. Upshur County E911 Communication Reports – October 2019 Under separate cover
  - Monthly Department Summary Report
  - Monthly Wrecker Report
4. Public Notices:
  - a. Newsletters and/or Event Notifications:
  - b. Agendas and/or Notice of Meetings:

• Upshur County Development Authority	November 19, 2019	<u>Page 38</u>
• Upshur County Public Library	November 20, 2019	<u>Page 39</u>
• City of Buckhannon Sanitary Board	November 21, 2019	<u>Page 40</u>
• City Council of Buckhannon	November 21, 2019	<u>Page 41</u>
• Elkins Road PSD	December 3, 2019	<u>Page 42</u>
  - c. Meeting Minutes:

• 26 <sup>th</sup> Judicial Circuit Community Corrections	January 14, 2019	<u>Page 43-44</u>
• 26 <sup>th</sup> Judicial Circuit Community Corrections	March 4, 2019	<u>Page 45</u>
• 26 <sup>th</sup> Judicial Circuit Community Corrections	June 25, 2019	<u>Page 46-47</u>
• Upshur County Development Authority Board of Directors	September 25, 2019	<u>Page 48-49</u>
• Upshur County Safe Structures and Sites Enforcement Board	October 10, 2019	<u>Page 50-51</u>
• Adrian PSD	October 10, 2019	<u>Page 52</u>
  - d. Meetings:

• 12/03/19	5:30 p.m.	Elkins Road PSD
• 12/03/19	4:00 p.m.	Hodgesville PSD
• 12/05/19	7:00 p.m.	Banks District VFD

- 12/05/19 7:00 p.m. Selbyville VFD
- 12/09/19 12:00 p.m. Upshur County Family Resource Network
- 12/09/19 4:30 p.m. Upshur County Solid Waste Authority
- 12/09/19 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- TBD 6:00 p.m. Lewis-Upshur Community Corrections Board
- 12/10/19 7:30 p.m. Adrian VFD
- 12/05/19 6:00 p.m. Buckhannon-Upshur Board of Health
- 12/18/19 7:00 a.m. Upshur County Development Authority – Executive Board
- 11/20/19 12:00 p.m. Upshur County Senior Center Board
- 12/12/19 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 12/11/19 7:00 p.m. Warren District VFD
- 12/05/19 3:00 p.m. Adrian PSD
- 12/11/19 3:00 p.m. Tennerton PSD
- 12/12/19 4:00 p.m. Upshur County Safe Sites & Structures Enforcement Board-cancelled
- 12/18/19 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board – Special Meeting
- 12/12/19 7:30 p.m. Buckhannon VFD
- 12/12/19 4:00 p.m. Buckhannon Upshur Airport Authority
- 11/21/19 6:30 p.m. Upshur County Youth Camp Board
- 12/15/19 6:00 p.m. Washington District VFD
- 12/16/19 12:00 p.m. Buckhannon-Upshur Chamber of Commerce – Holiday Lunch
- 11/20/19 4:00 p.m. Upshur County Public Library Board
- 11/19/19 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 11/19/19 6:30 p.m. Upshur County Fire Board, Inc.
- 11/19/19 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 12/11/19 7:00 p.m. Ellamore VFD
- 11/20/19 12:00 p.m. Lewis Upshur LEPC --- Lewis location
- 11/21/19 2:00 p.m. Upshur County Farmland Protection Board
- 11/27/19 10:00 a.m. James W. Curry Advisory Board
- 11/20/19 7:00 p.m. Upshur County Fire Fighters Association
- 12/11/19 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 12/13/19 11:00 a.m. Region VI Local Elected Officials
- 12/23/19 10:00 a.m. Mountain CAP of WV, Inc. a CDC

#### 5. Appointments Needed or Upcoming:

#### Tabled Items

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

1. Hearing upon the Petition/Complaint of the Upshur County Safe Sites and Structures Enforcement Agency -- Chapman Case Number 101118-01 (Warren Tax District – Tax Map 6B Parcel Number 11).

**Next Regular Meeting of the Upshur County Commission  
December 5, 2019 --- 9:00 a.m.  
Upshur County Courthouse Annex**

**\*The regularly scheduled Commission Meeting on Thursday, November 28, 2019 has been CANCELLED\***



# County of Upshur

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## PROCLAMATION

### *LUNG CANCER AWARENESS MONTH*

A proclamation of Upshur County Commission recognizing November 2019 as National Lung Cancer Awareness Month:

WHEREAS, Lung Cancer is the leading cause of cancer –related deaths in WV, with the goal to increase national awareness and early prevention; and

WHEREAS, WV has a higher rate of lung cancer than the nation as a whole. Nearly one in three of all cancer deaths in WV are from lung cancer.

WHEREAS, Lung Cancer is the most frequently diagnosed cancer in men and women combined, with an average of 2,011 new cases diagnosed each year.

WHEREAS, awareness, early detection, and treatment are crucial in the prevention and the slowing of lung cancer; and

WHEREAS, through public awareness to minimize the devastating affects lung cancer has on citizens.

NOW, THEREFORE BE IT PROCLAIMED BY THE UPSHUR COUNTY COMMISSION that they hereby proclaim November 2019 as National Lung Cancer Awareness Month in Upshur County and encourage the residents of Upshur County to take preventive measures and awareness.

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Samuel R. Nolte

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Kristie G. Tenney

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Terry B. Cutright



STATE OF WEST VIRGINIA:

In the Office of the Clerk of the Upshur County Commission, in vacation of said Commission, November 21, 2019.

On November 21, 2019, it appearing to the Clerk, that it has been more than two months since the death of James L. Jones, deceased, with there being no known Last Will and Testament for James L. Jones, and upon the motion of Jamie Evans, a creditor of James L. Jones, deceased, does hereby request the Sheriff of Upshur County to serve as the Administrator of the Estate of James L. Jones, deceased. Therefore, in accordance with Chapter 44, Article 1, Section 11 of the West Virginia Code, it is ordered that the Sheriff of Upshur County serve as Administrator of the Estate of James L. Jones, late, a resident of Buckhannon District, Upshur County, West Virginia.

TESTE: Carne Smith, CLERK

# UPSHUR COUNTY COMMISSION

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



Telephone: (304) 472-0535  
Telecopier: (304) 473-2802

TDD Numbers  
Business: 472-9550  
Emergency: 911

November 21, 2019

Honorable Senator Shelley Moore Capito  
Attn: Joel Brubaker, Chief of Staff  
500 Virginia Street East, Suite 950  
Charleston, WV 25301  
[joel\\_brubaker@capito.senate.gov](mailto:joel_brubaker@capito.senate.gov)

*via e-mail only*

**Re: Land and Water Conservation Fund -- Letter of Support**

To the Honorable Senator Shelley Moore Capito,

On behalf of the Upshur County Commission, I would like to extend our gratitude for your work on behalf of the Land and Water Conservation Fund. Your support was essential for the program to become permanently reauthorized. In addition, we hope you will continue this work by cosponsoring the measure that will permanently fund the program and work diligently to get this Bill passed by Congress before the end of the year.

In light of the ongoing opioid epidemic and the increased surge in the use of electronic devices, this program is particularly fundamental to the health and well-being of our communities through the funding of outdoor recreation projects. As you may be aware, grant funds have been utilized for projects at the WV Wildlife Center in French Creek and in the development of the Upshur County Recreational Park. While the Wildlife Center provides a remarkable means of education to individuals about the diverse wildlife native to the state, the center also serves as a tourist attraction for Upshur County. The County benefitted directly when it was awarded the LWCF Grant in 1979. Funds were used to acquire additional land and develop the area into a recreational area to be utilized by the community. The park now offers use of an Olympic size pool, baseball field, tennis courts, beautiful rustic pavilions and hiking/biking trails.

Outdoor amenities such as these would not have come to fruition without the LWCF program. For this reason, the Commission is hopeful that you will cosponsor the measure that will permanently fund the program and work to get the Bill passed by Congress before the end of the year.

Sincerely,

Samuel R. Nolte, President  
Upshur County Commission

*An Equal Opportunity Employer*

# UPSHUR COUNTY COMMISSION

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

7

Telephone: (304) 472-0535  
Telecopier: (304) 473-2802

TDD Numbers  
Business: 472-9550  
Emergency: 911

November 21, 2019

Honorable Senator Joe Manchin III  
Attn: Lance West, Chief of Staff  
900 Pennsylvania Avenue., Ste. 629  
Charleston, WV 25302  
[lance\\_west@manchin.senate.gov](mailto:lance_west@manchin.senate.gov)

*via e-mail only*

**Re: Land and Water Conservation Fund -- Letter of Support**

To the Honorable Senator Joe Manchin III,

On behalf of the Upshur County Commission, I would like to extend our gratitude for your work on behalf of the Land and Water Conservation Fund. Your support was essential for the program to become permanently reauthorized. In addition, we hope you will continue this work by cosponsoring the measure that will permanently fund the program and work diligently to get this Bill passed by Congress before the end of the year.

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Sincerely,

Samuel R. Nolte, President  
Upshur County Commission

*An Equal Opportunity Employer*





November 13, 2019

Upshur County Commission  
Upshur County Administrative Annex  
91 West Main Street  
Buckhannon, WV 26201

To Whom it May Concern,

I Susan McKisic, RN, Nurse Director of the Upshur – Buckhannon Health Department, am asking for your support in the following:

The Governor and Revenue Secretary Dave Hardy have indicated the state is having a revenue shortfall and the state may need to make mid-year budget cuts. We would ask that local health be held harmless from the cuts due to the nature of the services provided.

Also, the budget line for local health was reduced 25% several years ago and while last year the legislature partially restored that funding local departments are still significantly underfunded and understaffed.

Local health departments are dealing with:

- Hep C outbreaks
- Opioid Crisis
- HIV outbreaks
- Communicable disease outbreaks including anti biotic resistant TB
- Food borne illness
- Threat preparedness

Local health is a basic governmental service that protects the health and wellbeing of our citizens and should be considered in the same vein as law enforcement in terms of budget cuts.

I thank you in advance for your support.

Upon signing this letter of support, I will forward to the persons listed on the next page.

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Sam Nolte  
Upshur County Commission, President

**UPSHUR COUNTY COMMISSION**  
Upshur County Administrative Annex  
91 West Main Street, Suite 101 • Buckhannon, West Virginia 26201



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Telecopier: (304) 473-2802

TDD Numbers  
Business: 472-9550  
Emergency: 911

November 21, 2019

To whom it may concern,

It has been brought to the attention of the Upshur County Commission that one or more wrecker service providers within the County are not following the *Procedures to Dispatch Wrecker Services* updated on September 19, 2019. As a reminder, the following excerpt is a provision from the adopted Procedures:

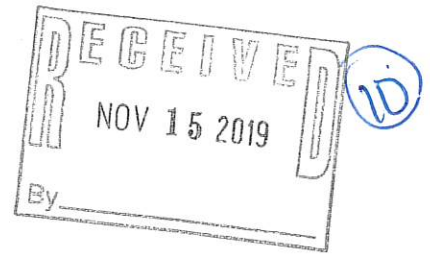
“The towing service dispatched from the rotation list is responsible for all vehicle debris clean-up on scene, excluding Hazardous Materials. Employees of the towing service are required to conform with all uniform safety requirements. It is the towing services responsibility to equip their response vehicles and employees in order to adequately and safely provide these services.”

For clarification, conforming with uniform safety requirements includes wearing reflective gear. Failure to remove debris or conform with the uniform safety requirements will result in a notation being placed in the computer aided dispatch system (CAD). Reoccurring notations will be sent to the Upshur County Commission and may result in offenders being removed from the wrecker rotation. Your attention to this matter is greatly appreciated.

Best regards,

Samuel R. Nolte  
Commission President

Enclosure: Procedures to dispatch wrecker services



State of West Virginia  
**Division of Administrative Services**  
**DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY**

1201 Greenbrier Street  
Charleston, WV 25311  
(304) 558-2350

JEFF S. SANDY, CFE, CAMS  
CABINET SECRETARY

November 8, 2019

DENNY RHODES  
DIRECTOR

The Honorable Samuel Nolte  
President  
Upshur County Commission  
91 West Main Street, Suite 101  
Buckhannon, West Virginia 26201

**Re: Approved Funding – \$15,000.00**  
Justice Assistance Grant (JAG) Grant  
Project Number: 19-JAG-39

Dear Commissioner Nolte:

Congratulations on your recent award for a Justice Assistance Grant (JAG) Award. Enclosed you will find:

- Contract
- Sample Resolution
- A Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
- Revised Standard and Federal Conditions and Assurances;
- EEOP Certification – Two (2) forms – one completed form to be mailed to the Office for Civil Rights at the address listed on the form and one completed form returned to the Division of Administrative Services, Justice and Community Services; and,

To formalize your acceptance of this grant award, please sign the contract, certification, Conditions and Assurances and affect a resolution (if necessary) and return the **originals** to this office by **November 22, 2019**.



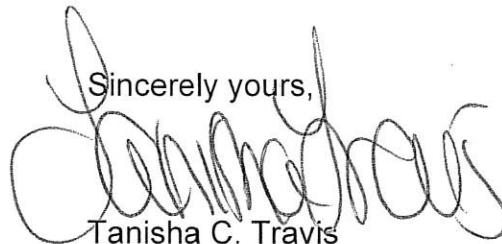
Justice &  
Community  
Services

1124 Smith Street, Charleston, WV 25301  
Phone: 304-558-8814



The Honorable Samuel Nolte  
November 8, 2019  
Page 2 of 2

Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304) 558-8814, Extension 53331, or via email at [Tanisha.C.Travis@wv.gov](mailto:Tanisha.C.Travis@wv.gov) I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,  
  
Tanisha C. Travis  
Justice Program Specialist

TCT/anm

C: Jodie Akers (*all attachments*)  
Grant File (*all attachments*)  
Enclosures

**GRANT CONTRACT AGREEMENT**  
**BETWEEN**  
**DIVISION OF ADMINISTRATIVE SERVICES**  
**JUSTICE AND COMMUNITY SERVICES SECTION**  
**AND**  
**Upshur County Commission**  
**19-JAG-39**

This **AGREEMENT**, entered into this 7<sup>th</sup> day of November 2019, by the Deputy Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Upshur County Commission, hereinafter referred to as "Grantee."

**WHEREAS**, JCS is the recipient of Justice Assistance Grant Program Funds from the United States Department of Justice, and

**WHEREAS**, the Grantee is an eligible applicant who is desirous of receiving funds for: **The funds awarded under this grant will be utilized to support the position of a Prevention Resource Officer.**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **July 1, 2019** and shall continue those services/activities until **June 30, 2020**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$15,000.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.

7. It is the understanding of all parties to this Agreement that JCS has determined that the Grantee **will not** receive an upfront scheduled allocation of funds.
8. If the Grantee is not receiving an upfront scheduled allocation of funds: To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Reimbursement of Funds once per month to JCS. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
9. If the Grantee is receiving an upfront scheduled allocation of funds, the Grantee hereby agrees to adopt a schedule of payments dictated by JCS: To be eligible for any and all scheduled allocation of funds of the total grant amount, the Grantee shall submit a Request for Funds to JCS which adheres to the schedule of payments. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
10. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.
11. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that JCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
12. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the JCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the JCS reasons for taking said action.
13. JCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.
14. If for any reason funds received by JCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.



15. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.
16. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
  - a. Justice and Community Services Section  
1124 Smith Street, Suite 3100  
Charleston, West Virginia 25301-1323
  - b. **Grantee Mailing Address:**  
  
Upshur County Commission  
91 West Main Street, Suite 101  
Buckhannon, West Virginia 26201
17. The Grantee shall hold and save JCS 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.

**IN WITNESS WHEREOF**, the parties hereto attach their signatures representing that each is acting with full authority.

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**Samuel Nolte, President**  
**Upshur County Commission**

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**Joseph C. Thornton, Deputy Director**  
**Justice and Community Services Section**

## **RESOLUTION**

The Commission of **Upshur County** met on \_\_\_\_\_ (date) with a quorum present and passed the following resolution.

Be it resolved that the Commission of **Upshur County** hereby authorizes **Samuel Nolte, President** of the **Upshur County Commission** to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services Section to receive and administer grant funds pursuant to provisions of the Justice Assistance Grant program.

Signed: \_\_\_\_\_

County Clerk



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES  
JUSTICE & COMMUNITY SERVICES SECTION  
STANDARD CONDITIONS & ASSURANCES**

Effective: July 23, 2019

Revision History: N/A

The following Standard Conditions and Assurances apply to all Grant Programs that the Division of Administrative Services, Justice and Community Services (JCS) Section administers. The application of these Assurances is applicable regardless of the source of funding and/or whether the recipient receives an upfront allocation of funds or is operating under a request for reimbursement process.

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section  
1124 Smith Street, Suite 3100  
Charleston, West Virginia 25301-1323

1. **LAWS OF WEST VIRGINIA:** This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by JCS, regardless of the original funding source. At the sole discretion of JCS, this grant can be based on a "reimbursement bases" mechanism, or a mechanism which awards an "upfront allocation" of funds on a quarterly or semi-annual basis. Upon timely notification to the grantee, JCS reserves the express right to commute an upfront allocation mechanism to a request for reimbursement mechanism for a recipient of funds, at any time during a grant period.
2. **LEGAL AUTHORITY:** The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required if applicable.
3. **RELATIONSHIP:** The relationship of the grantee to JCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind JCS for any obligation or expense without the express prior written approval from JCS.
4. **COMMENCEMENT WITHIN 60 DAYS:** This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by letter to JCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date.



5. **OPERATIONAL WITHIN 90 DAYS:** If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to JCS explaining the delay in implementation.
6. **SUSPENSION OF FUNDING:** The grantee acknowledges that acceptance of an award is not a guarantee of funds. Further, by accepting this award, the grantee acknowledges and agrees that JCS may suspend in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:
- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
  - 60 or more days late in submitting reports;
  - Failure to submit reports;
  - High Risk Grantee as determined by the JCS High Risk Assessment; or
  - Any other cause shown.
7. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, JCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:
- Withholding of payments to the grantee until the grantee complies or, if reports are more than 60 days late, the funding for that month is forfeited and may not be recouped or remedied;
  - Cancellation, termination or suspension of the contract, in whole or in part;
  - Refraining from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received;
  - If the grantee is receiving funds on an upfront basis, JCS can commute the transfer of funds mechanism to a reimbursement only process for the remainder of the grant period;
  - If the grantee is receiving funds on an upfront basis and a determination is made by JCS that funds were intentionally or unintentionally misused, misappropriated, misspent or otherwise not consistent with the intents and purpose of the grant, the grantee automatically forfeits any remaining funds from the grant program, and any other awarded funds from any other program, until a satisfactory resolution has been achieved;
  - If a grantee is indebted to JCS for any amount of funds at the close of an applicable quarter, semi-annual or end of a grant period, and the debt is not resolved within 30 days following the close of those periods, the grantee acknowledges and agrees that it is automatically ineligible to receive or apply for funds from JCS for any grant program; and
  - Grantee agrees and acknowledges that under no circumstances may it commute a debt to be applied as matching funds; or, will JCS reduce a future quarterly or semi-annual allotment or future award as repayment of the debt. Repayment must be from a general account or an account unrelated to the grant award.
8. **ACCOUNTING REQUIREMENTS:** Grantee agrees to record all project funds and costs following generally accepted accounting principles. A unique account number or cost recording


must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material must be retained and be available for audit purposes. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be comingled with funds received on an upfront basis for another JCS program.

9. **REPORTS:** Regardless of an award being on an upfront or reimbursement basis, each grantee shall submit all reports as JCS requires necessary to the execution of monitoring, stewardship, and evaluation of programmatic and fiscal responsibilities.
10. **WRITTEN APPROVAL OF CHANGES:** The grantee must obtain prior written approval from JCS for all project changes (programmatic, fiscal or otherwise) before those changes are executed.
11. **OBLIGATION OF PROJECT FUNDS:** Funds may not, without prior written approval from JCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.
12. **USE OF FUNDS:** Funds awarded through JCS may be expended only for the purposes and activities specifically covered by the grantee's approved project scope and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.
13. **ALLOWABLE AND UNALLOWABLE COSTS:** Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards, state guidelines, and federal guidelines pursuant to the specific grant program.
14. **PURCHASING:** When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or another agency. See 148CSR1 of the West Virginia State Code.
15. **PROJECT INCOME:** All income earned by the grantee as a result of the conduct of this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established for grant funds by JCS. All grantees must maintain records that clearly show the source, the amount, and the timing of all project income. There is no waiver provision for the project income requirement.
16. **MATCHING CONTRIBUTION:** The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by JCS. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines as grant funds for this program. All grantees must maintain records that clearly show the source, the amount, and the timing of all matching contributions. In addition, Federal grant dollars from any source may not be utilized as matching funds.



17. **TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. Funds remaining at the end of a project where an upfront allocation will, by the deadline of the final financial and progress report, be remitted back to JCS.
18. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
19. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
20. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
22. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
23. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
24. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
25. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
26. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for





State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. **ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
28. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
29. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
30. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
31. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11).
32. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other documents submitted to JCS and its grantees, including plans and application for funds,



reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, **all** determinations concerning the release of information of this nature are made on a case-by-case basis by JCS and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable federal, state, and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive or protected. Applicants may also consult JCS regarding concerns or questions about the release of potentially sensitive, protected or exempt information applicable to federal, state, and local laws and regulations.

JCS has the authority to release all information which does not meet an exemption to the public without a FOIA.

33. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
34. **SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:** The grantee must submit one copy of all reports and proposed publications resulting from this agreement to JCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements: "This document [product] was prepared under a grant from the West Virginia Division of Administrative Services, Justice & Community Services Section (or simply "JCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia Division of Administrative Services, Justice & Community Services Section or any entity of the Department of Justice." In addition, the grantee agrees not to utilize the JCS logo without written permission.
35. **JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:** Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.
  - Deinstitutionalization of status offenders (DSO).
  - Separation of juveniles from adults in institutions (separation).
  - Removal of juveniles from adult jails and lockups (jail removal).
  - Reduction of disproportionate minority contact (DMC), where it exists.

As well as, 101CSR1 of the West Virginia code. This includes, but is not limited to, completing the annual WV Certification of Non-Secure Facilities and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.



- 36. COLLABORATION W/OTHER FEDERAL AND STATE GRANTS:** Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.
- 37. USE OF DATA/EXCHANGE OF INFORMATION:** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:
- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
  - b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
  - c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
  - d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.
- 38. NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
- 39. EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEOP Certification form and, if required, an EEOP Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.
- 40. VETERANS PREFERENCE:** This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.



- 41. IMMIGRATION AND NATURALIZATION VERIFICATION:** The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.
- 42. POLITICAL ACTIVITY:** The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.
- 43. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at [www.it.ojp.gov/gjxdm](http://www.it.ojp.gov/gjxdm).

To the best of my knowledge the applicant has and will comply with all of the attached Standard Conditions and Assurances.

Authorized Official [please print]: Samuel R. Nolte.

Authorized Official Signature: \_\_\_\_\_

Date: November 21, 2019



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES  
JUSTICE & COMMUNITY SERVICES SECTION  
FEDERAL STANDARD CONDITIONS & ASSURANCES**

Effective: July 23, 2019

Revision History: N/A

All correspondence to the Division of Administrative Services, Justice and Community Services Section (JCS), which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section  
1124 Smith Street, Suite 3100  
Charleston, West Virginia 25301-1323

1. **CONSULTANT RATES:** Consultant rates in excess of \$650 per day, or \$81.25 per hour, require prior approval by JCS and DOJ is applicable prior to obligation or expenditure of such funds. All contracts must be submitted 90 days prior to training for approval.
2. **FRAUD, WASTE & ABUSE:** Reporting potential fraud, waste, and abuse, and similar misconduct. The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the Department of Justice (DOJ) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.
3. **USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:** Grantee understands and agrees that it cannot use any grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
4. **LIMITED ENGLISH PROFICIENCY:** Title VI's prohibition of national origin discrimination includes discrimination against individual who are limited in their English proficiency (LEP) because of their national origin. Under Title VI (and the Safe Streets Act), recipients are required to take reasonable steps to ensure that LEP individuals have meaningful access to the recipient's programs and services. Providing "meaningful access" will generally involve



some combination of oral interpretation services and written translation of vital documents. More information can be found at <http://www.lep.gov>.

5. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantee must support public safety and justice information sharing. This grantee is required to use the Global Justice Data Model specifications and guidelines of this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at [www.it.ojp.gov/gjxdm](http://www.it.ojp.gov/gjxdm).
6. **PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:** Federal Office of Management and Budget (OMB) sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending Federal awards. If applicable, this grant shall adhere to the audit requirements set forth at the time of award. (2CFR Part 200 or OMB Circular A-133 – for further information go to OMB Uniform Guidelines at:

[https://search.whitehouse.gov/search?affiliate=wh&form\\_id=usasearch\\_box&query=Indirect+Costs](https://search.whitehouse.gov/search?affiliate=wh&form_id=usasearch_box&query=Indirect+Costs)

§200.501(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.

Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If an audit must be conducted pursuant to the Uniform Guidelines, a copy of the audit shall be submitted to JCS as well as to the Federal clearinghouse.

The Federal clearing house is as follows:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 E. 10<sup>th</sup> Street





Jeffersonville, IN 47132

7. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
8. **OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:** Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the DOJ/OJP Financial Guide.
9. **CENTRAL CONTRACTOR REGISTRATION:** Grantee agrees to register with the System for Grants Management (SAM) at [www.sam.gov](http://www.sam.gov) and provide documentation to JCS with application for funding.
10. **DATA UNIVERSAL NUMBERING SYSTEM:** Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, [www.dnb.com](http://www.dnb.com) and provide documentation to JCS with application for funding.
11. **BIDDING PROCEDURES:** Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.
12. **COMPLIANCE WITH FEDERAL PROCEDURES:** Grantee assures compliance with the following where applicable:
  - Part 11, Applicability of Office of Management and Budget Circulars.
  - Part 18, Administrative Review Procedures.
  - Part 20, Criminal Justice Information Systems.
  - Part 22, Confidentiality of Identifiable Research and Statistical Information.
  - Part 23, Criminal Intelligence Systems Operating Policies.
  - Part 30, Intergovernmental Review of Department of Justice Programs and Activities
  - Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures
13. **ADDITIONAL REGULATIONS AND PROCEDURES:** In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and

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Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines:

National Environmental Policy Act of 1969 (NEPA).

National Historic Preservation Act of 1966.

Flood Disaster Protection Act of 1973.

Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.

Control Act Amendments of 1972.

Safe Drinking Water Act.

Endangered Species Act of 1973.

Wild and Scenic Rivers Act.

Fish and Wildlife Coordination Act.

Historical and Archaeological Data Preservation.

Coastal Zone Management Act of 1979.

Animal Welfare Act of 1970.

Impoundment Control Act of 1974.

Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.

Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended

Death in Custody Act of 2000.

To the best of my knowledge the applicant has and will comply with all the attached Conditions and Assurances.

Authorized Official [please print]: Samuel R. Nolte.

Authorized Official Signature: \_\_\_\_\_

Date: November 21, 2019



# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: <u>Upshur County Commission</u>	DUNS Number: <u>028608099</u>
Address: <u>91 W. Main St. Ste. 107, Buxton, NC 28520</u>	
Grant Title: <u>JAG</u>	Grant Number: <u>19-JAG-39</u> Award Amount: <u>\$15,000</u>
Name and Title of Contact Person: <u>Jodie Akers, Student Services</u>	
Telephone Number: <u>304-472-5480 x102</u>	E-Mail Address: <u>jakers@k12.wv.us</u>

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- ☐ Recipient has less than fifty employees. ☐ Recipient is an Indian tribe. ☐ Recipient is a medical institution.  
☐ Recipient is a nonprofit organization. ☐ Recipient is an educational institution. ☒ Recipient is receiving an award less than \$25,000.

I, Samuel R. Nolt [responsible official],  
certify that Upshur County Commission [recipient] is  
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.  
I further certify that Upshur County Commission [recipient]  
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of  
services.

Samuel R. Nolt, Commission President  
Print or Type Name and Title Signature

11/21/19  
Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [recipient],  
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than  
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last  
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable  
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for  
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:  
\_\_\_\_\_  
[organization],  
\_\_\_\_\_  
[address].

Print or Type Name and Title

Signature

Date

### Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [recipient],  
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in  
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the  
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date





U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

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## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for certification of the following:

### LOBBYING

1. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

2. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

3. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

4. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

5. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

6. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

7. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

8. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

9. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

10. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

11. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

12. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

13. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

14. I am not a lobbyist, as defined in 28 CFR 25.101, and I am not acting as a lobbyist on behalf of any other person or entity.

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(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Upshur County Commission, 91 W. Main St. Sk 101, Buckhannon WV 26201

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

19-JAC-39 Justice Assistance Grant

55-6000406

4. Typed Name and Title of Authorized Representative

Samuel R Nolte, Commission President

5. Signature

6. Date

11/21/19



## SECOND ADDENDUM TO PREVENTION RESOURCE OFFICER AGREEMENT

This Agreement is made and entered into this 21st day of November 2019, by and between the **Upshur County Board of Education** (the "Board"), the **Upshur County Commission**, (the "Commission"), the **Upshur County Sheriff's Department**, (the "Sheriff"), and Sheriff's Deputy **Rocky Hebb** ("Deputy Hebb") and supplements the Prevention Resource Officer Agreement dated July 1, 2019 (the "PRO Agreement") and amends the Addendum to Prevention Resource Officer Agreement dated July 11, 2019 (the "Addendum").

The parties acknowledge that the PRO Agreement governs their respective conduct. Therefore, the PRO Agreement is incorporated into this Second Addendum as if fully set forth herein.

### WITNESSETH,

WHEREAS, the Board, the Commission, and the Sheriff previously entered into the PRO Agreement, which established a Prevention Resource Officer Program and assigned Deputy Hebb as the Prevention Resource Officer (the "PRO") at Buckhannon-Upshur High School;

WHEREAS, the Board, the Commission, and the Sheriff previously entered into the Addendum, which assigned a canine officer, being a Male Labrador Retriever/German Shorthaired Pointer (the "canine officer"), to Buckhannon-Upshur High School for the assistance of Deputy Hebb;

WHEREAS, the parties have since determined that the assigned canine officer has fulfilled his duties and is ready for retirement;

WHEREAS, the parties agree that the canine officer will be best served by being transferred to Deputy Hebb as a result of Deputy Hebb's reassignment;

WHEREAS, the Board, the Commission, and the Sheriff agree that the duties of the Board, the Commission, and the Sheriff as set forth in the Addendum specific to this canine officer will cease immediately upon transfer;

WHEREAS, nothing contained within this Second Addendum alters the duties set forth within the PRO Agreement; and

WHEREAS, the duties and responsibilities of the Board, the Commission, and the Sheriff as set forth in the Addendum are not altered or changed with respect to future canine officers appointed or assigned pursuant to said Addendum.



**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The canine officer assigned to Buckhannon-Upshur High School pursuant to the Addendum to Prevention Resource Officer Agreement dated July 11, 2019 shall be hereby retired and transferred to Sheriff's Deputy Rocky Hebb.
2. Upon execution of this Second Addendum, the canine officer will no longer be assigned to assist within the PRO Program, and Deputy Hebb assumes all responsibility for the condition and care of the canine officer.
3. Deputy Hebb warrants and agrees that he understands the canine officer's training in police canine procedures and tactics and that he is capable of safely handling the canine officer.
4. Deputy Hebb waives, releases, and forever discharges the Upshur County Board of Education, the Upshur County Commission, and the Upshur County Sheriff's Department, including their officers, employees, and agents, from all liabilities and claims of any nature whatsoever, whether known or unknown, foreseen or unforeseen, that the canine officer now has or may accrue.
5. Deputy Hebb will indemnify the Board, the Commission, and the Sheriff, including their officers, employees, and agents, from all losses, including reasonable attorney's fees and costs, liabilities, and claims arising from or relating to any action of the canine officer that occurs after the date of this Second Addendum.
6. The parties agree that the consideration from Deputy Hebb to the Board, the Commission, and the Sheriff shall be the care and comfort Deputy Hebb can provide to the canine officer.

This Second Addendum was approved and adopted at a meeting of the Commission held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**WITNESS** the following signatures:

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Upshur County Commission**

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Upshur County Board of Education**

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Upshur County Sheriff's Department**

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Rocky Hebb**



**Tri-County Child Exchange & Visitation Program**

P.O. Box 724 Weston, WV 26452

Phone (304) 269-8247

[tricountychildwv@hotmail.com](mailto:tricountychildwv@hotmail.com)

Contact: Bethany Kirchberg, Program Coordinator

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November 14, 2019

To whom it may concern,

This letter is to provide insight to the purpose for hiring Jayme Burkhart to Tri-County Child Exchange & Visitation Program staff. Ms. Burkhart was approved by the Tri-County Child Exchange & Visitation Program Board of Directors for hire. This employee will not be permitted to work over 19 hours per week, will be assigned the position of program monitor with a pay wage rate of (minimum wage) \$8.75/hour. Employment for Ms. Burkhart to be effective November 21, 2019 pending background check results.

If you have any questions, please contact our office.

Thank you.  
Bethany Kirchberg  
Program Coordinator

Donation/Transfer of Equipment Agreement

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Transferring Party: County Commission of Upshur County, West Virginia

Receiving Party: Buckhannon Volunteer Fire Department

Receiving Party Tax ID Number: 55-602-8441

Items to be donated:

- (1) 1996 Smeal Freightliner Pumper, VIN 1FV6JLCB6TL682573
- (2) 2003 Kenworth Pumper, VIN 2NKMHZ8X33M387293

Value of items received:

- (1) Current insurance value: \$200,000.00
- (2) Current insurance value: \$200,000.00

By signing this document, the receiving party acknowledges receipt of the above described items. As a part of the consideration for this transfer of property, the Receiving Party acknowledges and agrees that the Upshur County Commission provides no warranty, expressed or implied, as to the condition or usefulness of the items transferred. The Receiving Party accepts responsibility for removal of the items, if applicable, along with any costs incurred in removal. The Receiving Party agrees to defend, indemnify, and hold harmless the Upshur County Commission and its representatives of any claim, demand, cause of action, damages, injury, costs, or awards arising in any way out of the use or condition of the items. The Receiving Party represents and warrants that it will inspect the property before use and that the Receiving Party has the expertise necessary to determine the safety and utility of the property. The Receiving Party represents and warrants that it is volunteer fire department as contemplated within the intent and purpose of W. Va. Code § 7-3-3.

The parties signing below represent that each has full authority to bind his or her principal or organization to the terms of this Agreement. This Agreement contains the full understanding of the parties, and no other agreement with respect to this matter shall be valid unless made in a subsequent written document signed by both parties.

The President of the Upshur County Commission has the authority to execute this document pursuant to the Resolution adopted at the meeting of the Commission held on the 31st day of October, 2019.

[Signature]  
Upshur County Commission, by its President

[Signature] President BVD  
Receiving Party





# Upshur County Sheriff's Financial Statement

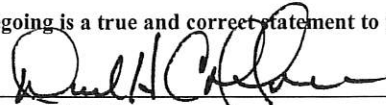
For Period Ending: October 2019

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FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 2,152,120.96	\$ 761,711.85	\$ (641,764.17)	\$ 2,272,068.64
FUND - 002 COAL SEVERANCE TAX FUND	\$ 3,151.93	\$ 12,987.98	\$ -	\$ 16,139.91
FUND - 003 DOG AND KENNEL FUND	\$ 24,794.19	\$ 22,437.52	\$ (3,068.23)	\$ 44,163.48
FUND - 004 GENERAL SCHOOL FUND	\$ 35,184.30	\$ 4,356.45	\$ -	\$ 39,540.75
FUND - 005 MAGISTRATE COURT FUND	\$ 3,746.90	\$ 1,591.00	\$ -	\$ 5,337.90
FUND - 006 WORTHLESS CHECK FUND	\$ 135,205.74	\$ 217.25	\$ -	\$ 135,422.99
FUND - 007 E-911 FUND	\$ 491,045.30	\$ 36,182.56	\$ (193,398.87)	\$ 333,828.99
FUND - 008 HOME CONFINEMENT FUND	\$ 36,138.55	\$ 7,330.26	\$ (2,666.33)	\$ 40,802.48
FUND - 013 CURRY PARK FUND	\$ 35,617.20	\$ 2,106.13	\$ (22,340.89)	\$ 15,382.44
FUND - 015 CURRY LIBRARY FUND	\$ 45,604.99	\$ 2,127.06	\$ (2,023.69)	\$ 45,708.36
FUND - 018 AIRPORT CONSTRUCTION FUND	\$ 0.10	\$ -	\$ -	\$ 0.10
FUND - 019 UPSHUR COUNTY FIRE FEE FUND	\$ 30,107.99	\$ 13,247.04	\$ (30,182.99)	\$ 13,172.04
FUND - 021 EE HEALTH CARE REIMBURSEMENT FUND	\$ 48,476.70	\$ 5,249.93	\$ (14,694.46)	\$ 39,032.17
FUND - 039 COAL REALLOCATION FUND	\$ 127,857.45	\$ 16.29	\$ -	\$ 127,873.74
FUND - 052 EMPLOYEE BENEFITS FUND	\$ 619,701.43	\$ 157.69	\$ (11,134.93)	\$ 608,724.19
FUND - 056 ASSESSOR'S VALUATION FUND	\$ 305,555.47	\$ 6,683.45	\$ (50,101.88)	\$ 262,137.04
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 701,831.65	\$ -	\$ -	\$ 701,831.65
FUND - 059 CONCEALED WEAPONS FUND	\$ 25,101.54	\$ 854.29	\$ (2,410.30)	\$ 23,545.53
FUND - 063 VOTER'S REGISTRATION FUND	\$ 5,343.47	\$ 0.14	\$ -	\$ 5,343.61
FUND - 071 JURY FUND	\$ 13,189.40	\$ 1,850.60	\$ -	\$ 15,040.00
FUND - 073 SPECIAL LAW ENFRMNT INVESTIGATION FUND	\$ 2,485.64	\$ 0.07	\$ -	\$ 2,485.71
FUND - 078 CHILD EXCHANGE & VISITATION FUND	\$ 30,359.65	\$ -	\$ (7,709.13)	\$ 22,650.52
FUND - 079 SPAYING & NEUTERING FUND	\$ 47,587.61	\$ 1,050.00	\$ (1,140.00)	\$ 47,497.61
FUND - 080 COMM. CORR. FUND	\$ 141,162.58	\$ 30,806.90	\$ (81,587.96)	\$ 90,381.52
FUND - 102 AIRPORT IMP. PROJECT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 104 ELKINS ROAD PSD FUND	\$ -	\$ -	\$ -	\$ -
FUND - 105 ADRIAN PSD WATERLINE PHASE VI FUND	\$ -	\$ -	\$ -	\$ -
Fund - 245 UPSHUR COUNTY WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 248 IND. PARK SEWER FUND	\$ 1.00	\$ -	\$ -	\$ 1.00
FUND - 311 DMV LICENSE FUND	\$ -	\$ 44,992.50	\$ (44,992.50)	\$ -
FUND - 312 CRIMINAL CHARGES FUND	\$ -	\$ 1,906.75	\$ (1,906.75)	\$ -
FUND - 313 COURT REPORTER FUND	\$ -	\$ 150.00	\$ (150.00)	\$ -
FUND - 314 STATE FINES FUND	\$ -	\$ 82.93	\$ (82.93)	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 590.00	\$ (590.00)	\$ 5.00
FUND - 316 STATE CURRENT FUND	\$ -	\$ 2,502.26	\$ (2,502.26)	\$ -
FUND - 317 COURTHOUSE FACILITIES IMPROVEMENT FUND	\$ -	\$ 210.00	\$ (210.00)	\$ -
FUND - 364 TAX LIEN FUND	\$ 130,413.29	\$ -	\$ (1,314.76)	\$ 129,098.53
FUND - 365 DELQ & NONENT LAND	\$ 76,001.53	\$ -	\$ -	\$ 76,001.53
FUND - 366 BOARD OF HEALTH FUND	\$ 337,825.17	\$ 49,557.76	\$ (25,989.85)	\$ 361,393.08
FUND - 369 WV DEPUTY SHERIFF'S RETIREMENT FUND	\$ 647.00	\$ 437.50	\$ (647.00)	\$ 437.50
FUND - 373 SCHOOL CURRENT FUND	\$ -	\$ 194,510.98	\$ (194,510.98)	\$ -
FUND - 374 SCHOOL EXCESS LEVY FUND	\$ -	\$ 98,405.10	\$ (98,405.10)	\$ -
FUND - 375 SCHOOL BOND FUND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT FUND	\$ -	\$ 35,986.28	\$ (35,986.28)	\$ -
FUND - 379 CITY VOTED LIBRARY FUND	\$ -	\$ 4,318.29	\$ (4,318.29)	\$ -
<b>FINAL TOTALS</b>	<b>\$ 5,611,023.73</b>	<b>\$ 1,344,614.81</b>	<b>\$ (1,475,830.53)</b>	<b>\$ 5,479,808.01</b>

BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 5,887,933.41	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (1,213,914.23)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 804,038.83			
NET BANK BALANCE	<u>\$ 5,478,058.01</u>			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	<u>\$ -</u>			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	<u>\$ 5,479,808.01</u>			

I, David H. Coffman, Sheriff of Upshur County do solemnly swear that the foregoing is a true and correct statement to the best of my knowledge.

  
 David H. Coffman  
 Sheriff & Treasurer, Upshur County

11/14/2019





# Upshur County Sheriff's Financial Statement

For Period Ending: October 2019

## Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
<b>FIRST COMMUNITY BANK</b>					
	GENERAL COUNTY -MMA	\$ 1,850,993.74	\$ (7,460.36)	\$ 214,571.81	\$ 2,058,105.19
	COAL SEVERANCE-MMA	\$ 15,139.91	\$ -	\$ -	\$ 15,139.91
	E-911 -MMA	\$ 322,489.31	\$ -	\$ -	\$ 322,489.31
	CURRY PARK-MMA	\$ 12,850.55	\$ -	\$ -	\$ 12,850.55
	CURRY LIBRARY-MMA	\$ 41,835.82	\$ -	\$ -	\$ 41,835.82
	AIRPORT CONSTRUCTION-MMA	\$ -	\$ -	\$ -	\$ -
	ASSESSOR'S VALUATION-MMA	\$ 252,393.77	\$ -	\$ 5,931.48	\$ 258,325.25
	CONCEALED WEAPONS	\$ 23,711.19	\$ (410.66)	\$ 245.00	\$ 23,545.53
	GENERAL TAX ACCOUNT-MMA	\$ 420,821.53	\$ (495,852.83)	\$ 75,031.30	\$ -
	BOARD OF HEALTH-MMA	\$ 320,938.70	\$ -	\$ 454.38	\$ 321,393.08
	UPSHUR CO. FIRE FEE-IBCK	\$ 12,997.39	\$ (90.00)	\$ 264.65	\$ 13,172.04
	UP CO COAL REALLOCAT-IBCK	\$ 127,873.74	\$ -	\$ -	\$ 127,873.74
	EMPLOYEE BENEFITS-IBCK	\$ 608,724.19	\$ -	\$ -	\$ 608,724.19
	SP.LAW ENF.INVESTIG.-IBCK	\$ 2,485.71	\$ -	\$ -	\$ 2,485.71
	COMMUNITY CORR. FUND-IBCK	\$ 90,481.52	\$ (100.00)	\$ -	\$ 90,381.52
	PARKS/REC CLEARING ACCT	\$ -	\$ -	\$ -	\$ -
	ADDRESSING/MAPPING CLEARING	\$ 60.00	\$ (60.00)	\$ -	\$ -
	GENERAL COUNTY PAYROLL-CK	\$ 291,678.26	\$ (96,283.17)	\$ 985.88	\$ 196,380.97
	TAX CLEARING ACCOUNT	\$ 38,947.20	\$ (45,500.17)	\$ 6,552.97	\$ -
	BOARD OF HEALTH-PAYROLL	\$ 21,790.01	\$ (1,790.01)	\$ -	\$ 20,000.00
	GENERAL COUNTY-CKNG	\$ 29,782.06	\$ (13,973.66)	\$ 24.08	\$ 15,832.48
	COAL SEVERANCE-CKNG	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	DOG & KENNEL-CKNG	\$ 44,163.48	\$ -	\$ -	\$ 44,163.48
	GEN. CO. MISC-CKNG	\$ 44,878.65	\$ -	\$ -	\$ 44,878.65
	WORTHLESS CHECK FUND-CKNG	\$ 135,422.99	\$ -	\$ -	\$ 135,422.99
	E-911 -CKNG	\$ 11,703.33	\$ (363.65)	\$ -	\$ 11,339.68
	HOME DETENTION-IBCK	\$ 40,802.48	\$ -	\$ -	\$ 40,802.48
	CURRY PARK-CKNG	\$ 2,531.89	\$ -	\$ -	\$ 2,531.89
	CURRY LIBRARY-CKNG	\$ 3,872.54	\$ -	\$ -	\$ 3,872.54
	AIRPORT CONSTRUCTION-CKNG	\$ 0.10	\$ -	\$ -	\$ 0.10
	ASSESSOR'S VALUATION-CKNG	\$ 3,811.79	\$ -	\$ -	\$ 3,811.79
	VOTER'S REGISTRATION-IBCK	\$ 5,343.61	\$ -	\$ -	\$ 5,343.61
	JURY-CKNG	\$ 15,592.49	\$ (552.49)	\$ -	\$ 15,040.00
	SPAY.& NEUTER. DEP. FUND	\$ 47,747.61	\$ (250.00)	\$ -	\$ 47,497.61
	AIRPORT IMP. PROJECT-CKNG	\$ -	\$ -	\$ -	\$ -
	ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
	ADRIAN PSD WATERLINE PHASE VI	\$ -	\$ -	\$ -	\$ -
	WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	INDUSTRIAL PARK SEWER-CKG	\$ 1.00	\$ -	\$ -	\$ 1.00
	DMV LICENSE FUND-CKNG	\$ 41,193.80	\$ (44,992.50)	\$ 3,798.70	\$ -
	STATE CLEARING ACCOUNT-CK	\$ 2,484.68	\$ (2,514.68)	\$ 30.00	\$ -
	STATE POLICE FUND-CKNG	\$ 527.75	\$ (590.00)	\$ 67.25	\$ 5.00
	GENERAL TAX ACCOUNT-CKNG	\$ 1,451.62	\$ (497,304.45)	\$ 495,852.83	\$ -
	TAX LEIN FUND-CKNG	\$ 129,644.29	\$ (545.76)	\$ -	\$ 129,098.53
	DELO & NON-ENTERED LAND	\$ 76,001.53	\$ -	\$ -	\$ 76,001.53
	BOARD OF HEALTH-CKNG	\$ 24,238.73	\$ (4,238.73)	\$ -	\$ 20,000.00
	WVDSRF-CKNG	\$ 209.00	\$ -	\$ 228.50	\$ 437.50
	<b>BANK TOTAL</b>	<b>\$ 5,123,377.96</b>	<b>\$ (1,212,873.12)</b>	<b>\$ 804,038.83</b>	<b>\$ 4,714,543.67</b>
<b>PROGRESSIVE BANK</b>					
	UP.CO.FIN.STBL.FUND-SV	\$ 701,831.65	\$ -	\$ -	\$ 701,831.65
	EE HEALTH CARE REIMB FUND	\$ 40,073.28	\$ (1,041.11)	\$ -	\$ 39,032.17
	UP.CO.FIN.STBL.FUND-CKNG	\$ -	\$ -	\$ -	\$ -
	CHILD EXCHG & VISIT CTR	\$ 22,650.52	\$ -	\$ -	\$ 22,650.52
	<b>BANK TOTAL</b>	<b>\$ 764,555.45</b>	<b>\$ (1,041.11)</b>	<b>\$ -</b>	<b>\$ 763,514.34</b>
<b>SUMMARY:</b>					
	TOTAL ALL BANKS	\$ 5,887,933.41	\$ (1,213,914.23)	\$ 804,038.83	\$ 5,478,058.01
	PETTY CASH / CASH DRAWERS				\$ 1,750.00
	CASH SPECIAL INVESTIGATION FUND				\$ -
	<b>GRAND TOTAL</b>				<b>\$ 5,479,808.01</b>



**AGENDA  
BOARD OF DIRECTORS  
UPSHUR COUNTY DEVELOPMENT AUTHORITY**

**Tuesday, November 19, 2019**

**7:00 am – UCDA – 21 E Main Street**

Presiding, Skip Gjolberg, President

- |       |  |                   |
|-------|--|-------------------|
| I.    | Call to Order<br>➤ Roll Call   | Gjolberg          |
| II.   | Approve Minutes  | Gjolberg          |
| III.  | Financial Statement  | Gompers / Hinton  |
| IV.   | Old Business   | Gjolberg / Hinton |
| V.    | Director's Report<br>➤ AML<br>➤ Industrial Park/Hinkle Agreement<br>➤ Innovation Center<br>➤ Booster Station<br>➤ NMTC | Hinton            |
| VI.   | President's Report   |                   |
| VII.  | New Business<br>➤ RxRemedies   |                   |
| VIII. | Other  |                   |
| IX.   | Adjourn  |                   |
| X.    | Next Meeting   |                   |

***Next Meeting – Full Board – January 15, 2020***

***Executive Board – December 18, 2019***

UPSHUR COUNTY PUBLIC LIBRARY  
Board of Directors Meeting Agenda  
Wednesday, November 20<sup>th</sup>, 2019, 4:00 p.m.

Agenda

- I. Call to Order
- II. Reading/Approval of Minutes
- III. Review/Approval of Monthly Financial Report
- IV. Librarian's Report – **see attachment**
- V. Unfinished Business
  - A. Status of Parking Lot
  - B. Personnel manual revisions
- VI. New Business
  - A. Setting date for Staff Christmas Dinner
  - B. Director's evaluation (may require Executive Session)
- VII. Friends of the Library update – Ann Slaughter
- VIII. Setting date of next Board meeting
- IX. Adjournment



***City of Buckhannon Sanitary Board- 4:00pm at City Hall in Council Chambers  
Meeting Agenda for Thursday, November 21, 2019***

---

- A. Call to Order
  - A.1 Moment of Silence
  - A.2 Pledge to the Flag of the United States of America
- B. Recognized Guests
  - B.1 Rt. 33 Residents/Businesses
- C. Finance Report-Amby
  - C.1 October 2019
  - C.2 Financial Statement Period Ending FY June 30, 2019
- D. Department Report
  - D.1 33 West Extension North & South
  - D.2 Line Crew -CJ Martin Extension & South Spring
  - D.3 Plant Operations-Testing
  - D.4 Holbrook's Sewer- Bonnie Hitt
  - D.5 CSO
  - D.6 Pump Station
  - D.7 Track Hoe
  - D.8 Vaccination Hepatitis A & B Provided to Employees
- E. Correspondence and Information
  - E.1 Mayor's Statement on Rt 33 West Utilities 11-7-19
  - E.2 Tennerton P.S.D. & Hodgesville P.S.D. FOIA Enforcement Petitions
- F. Consent Agenda
  - F.1 Approval of Minutes -10/17/19 Sanitary Board Meeting
- G. Strategic Issues for Discussion and Vote
  - G.1 Municipal Utilities Extensions Corridor H (US Rts 33/48 UC Rt 12) West Service Area
  - G.2 Pay Increase for Class II Certification Steve Reed
- H. Stormwater
  - H.1 Spring Street
- I. Board Members Comments and Announcements
- J. Adjournment

Posted 11/18/19

Next Meeting Date 12/19/19

**City Council of Buckhannon – 7:00 pm in Council Chambers**  
**Meeting Agenda for Thursday, November 21, 2019**

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**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 Recognition of November BEST Award Winner Miles Paugh
- B.2 Recognition of Ambassador Award-David Waggy

**C. Department & Board Reports**

- C.1 Information Coordinator/Grant Researcher- Callie Cronin Sams
- C.2 Public Works Director- Jerry Arnold
- C.3 Finance Director- Amberle Jenkins
- C.4 Police Chief-Matthew Gregory
- C.5 City Attorney- Tom O'Neill

**D. Correspondence & Information**

- D.1 Mayor's Statement on Public Utility Service 11/7/19
- D.2 Mayor's Greetings at Harvard Graduate Schools' Program
- D.3 Mayor's Remarks to Honor Military Service on Veterans' Day
- D.4 Proclamation-National Hospice & Palliative Care Month
- D.5 Proclamation-American Indian Heritage Month
- D.6 Proclamation- Shop Small Business Saturday November 30<sup>th</sup>
- D.7 FOIA Request-Black & Veatch Corporation
- D.8 Mountaineer Mart Cooks-Zoning Form to ABCA
- D.9 Letter from the Consolidated Public Retirement Board RE: Employee Contribution Rate for Budget Purposes
- D.10 Letter from Jenkins Fenstermaker, PLLC RE: Knight of Pythias' Property
- D.11 Tennerton P.S.D. & Hodgesville P.S.D. FOIA Enforcement Petitions
- D.12 Proclamation-Lung Cancer Awareness Month

**E. Consent Agenda**

- E.1 Approval of Minutes-Regular meeting 10/17/19, 11/7/19 & Special meeting 10/15/19
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills
- E.4 Appointment to Historic Landmarks Commission
- E.5 Accept 2020 Holiday Schedule
- E.6 Accept Recommendation from Director of Finance/Administration on 12/16/19 City Hall will be operating but Closed to the Public

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

- F.1 Approval Agreement with DataMax Corporation-Revenue Enhancement/Collection Services
- F.2 Approval to send Letter of Support to State of WV RE: Upshur County Health Department Funding
- F.3 Plan Change Request- Employee Medical Prescription Program
- F.4 Discussion/Possible Action Municipal Utilities Extensions Corridor H US Rts 33/48 UC Rt 12) West Service
- F.5 Approval to Submit Grant Application WVU Physical Activity/Safe Routes to Parks

**G. Comments and Announcements**

- G.1 Mary Albaugh
- G.2 Pamela Bucklew
- G.3 C J Rylands
- G.4 Robbie Skinner
- G.5 David Thomas
- G.6 Randall Sanders

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

**I. Adjournment**



**THE ELKINS ROAD PUBLIC SERVICE  
DISTRICT WILL HOLD ITS REGULAR  
MONTHLY MEETING ON TUESDAY,  
DECEMBER 3, 2019 @ 5:30 P.M.**

**ANYONE WISHING TO ADDRESS THE BOARD SHOULD REQUEST TO BE PUT ON THE AGENDA BY FRIDAY, NOVEMBER 29, 2019  
FOR ADDITIONAL INFORMATION, PLEASE CALL 304-472-3008 MONDAY THRU FRIDAY 9-1.**

26th Judicial Circuit Community Corrections  
Day Report Center

Upshur County  
31 North Spring Street  
Buckhannon, West Virginia 26201  
Phone: (304) 472-9548  
or (304) 472-0780  
Fax: (304) 472-8735



Lewis County  
111 Court Avenue  
Weston, West Virginia 26452  
Phone: (304) 269-8674  
or (304) 269-9162  
Fax: (304) 269-8693

26<sup>th</sup> Judicial Community Corrections Board Meeting  
January 14, 2019  
6:00pm, Upshur County Day Report Center

The 26<sup>th</sup> Judicial Community Corrections of Lewis and Upshur Counties, West Virginia held their regularly scheduled meeting in the Lewis County Commission Meeting Room on January 14, 2019. Program Director Cheyenne Walters called the meeting to order at 6:05pm. Those in attendance were: Terri Flint, Program Director Cheyenne Walters, Gene Edwards, Sid Phillips, Samantha Ribeiro Matos and Janet McCourt were present as employees. *Quorum was present*

- Motion to approve previous meeting minutes from Gene Edwards, seconded by Sid Phillips
- Budget report: \$200,871.47 with payroll expected to be taken out soon.
- BIPPS Program, as of today has 2 Referrals. No classes at this time due to low referrals.
- Home Confinement – Upshur 21, Lewis 16
- Community Corrections Referrals since July 1, 2017 – Upshur 55, Lewis 55
- CPC Inspection information; both offices are preparing.
- Grant Application Update: Due April 3<sup>rd</sup>.
- Next meeting to be held at the Lewis County Commission Meeting Room on March 4, 2019 at 6:00pm. All in attendance will be touring the Lewis County Office to obtain input and ideas on securing facility.
- Motion to adjourn meeting 6:37pm by Sid Phillips, seconded by Gene Terri Flint.

X

X



(44)

In compliance with West Virginia's Public Meeting Law, the 26<sup>th</sup> Judicial Circuit Community Corrections Program regular board meeting will be held January 14, 2019 at 6:00pm in the Upshur County Day Report Center in Upshur County. The public is invited to attend and learn more about our program, serving Lewis and Upshur Counties.

## **COMMUNITY CORRECTIONS**

### **Board Meeting Agenda**

**January 14, 2019**

**Upshur County Day Report Center 6:00 P.M.**

#### **I. Handouts**

- Sign in sheets
- Agenda, Previous Meeting Minutes
- Budget report

#### **II. New Business**

- 1) Batterer's Intervention Prevention Class Update
  - Upshur/Lewis- 2 referrals
- 2) Home Confinement Update- Lewis- 16 Upshur- 21
- 3) Community Corrections Update
  - Referrals received since July 1, 2017 Upshur-55 Lewis- 55 Total- 110
  - CPC inspection
  - Grant application update

#### **III. Next Meeting**

- March 4, 2019 at the Lewis County Commission Meeting Room 6:00 P.M.

45

26th Judicial Circuit Community Corrections  
Day Report Center



Upshur County  
31 North Spring Street  
Buckhannon, West Virginia 26201  
Phone: (304) 472-9548  
or (304) 472-0780  
Fax: (304) 472-8735

Lewis County  
111 Court Avenue  
Weston, West Virginia 26452  
Phone: (304) 269-8674  
or (304) 269-9162  
Fax: (304) 269-8693

26<sup>th</sup> Judicial Community Corrections Board Meeting  
March 4, 2019  
6:00pm, Lewis County Commission Room

The 26<sup>th</sup> Judicial Community Corrections of Lewis and Upshur Counties, West Virginia held their regularly scheduled meeting in the Lewis County Commission Meeting Room on March 4, 2019. Program Director Cheyenne Walters called the meeting to order at 6:00pm. Those in attendance were: Terri Flint, Program Director Cheyenne Walters, Gene Edwards, Sid Phillips, Terry Cutright, Jordan Hedrick, Bob Simpson, Addie Helmick, Dennis Willett, and Rod Wyman. Samantha Ribeiro Matos and James Lough were present as employees.

- Motion to approve previous meeting minutes from Gene Edwards, seconded by Bob Simpson
- Budget report
- BIPPS Program, as of today has 4 Referrals. Carla Waldo is retiring, will look for replacement.
- Home Confinement – Upshur 12, Lewis 16
- Community Corrections Referrals since July 1, 2017 – Upshur 70, Lewis 64
- CPC Inspection information, both offices are preparing. Delayed until April 9<sup>th</sup> and 10<sup>th</sup>.
- Grant Application Update: Due April 3<sup>rd</sup>. Asking for \$412, 695.00 – includes raise for employees, computers for both offices, a new vehicle, and travel/training expenses. Asking for \$20,500 from Lewis County Commission and \$15,000 from Upshur County Commission.
- Toured Lewis DRC and have ideas to present to Lewis County Commission on March 19<sup>th</sup>, 2019.
- Next meeting to be held at the Upshur County Day Report Center on May 6, 2019 at 6:00pm.
- Motion to adjourn meeting 6:30pm by Gene Edwards and Bob Simpson.

X *Gene Edwards*  
X *Bob Simpson*

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**26<sup>th</sup> Judicial Circuit Community Corrections Board Meeting**  
**June 25, 2019**  
**6:00 P.M., Upshur County Day Report Center**

The 26<sup>th</sup> Judicial Circuit Community Corrections of Lewis and Upshur Counties, West Virginia held their special scheduled meeting in the Upshur County Day Report Center on June 25, 2019. Project Director Rodney Rolenson called the meeting to order at 6:00 pm. Those in attendance were: Gene Edwards, Bob Simpson, Dave Coffman, Jordan Hedrick, Mike Coffman, Larry Williams, Dennis Willett, Sid Phillips, and Addie Helmick. A quorum was present.

- Motion to approve previous meeting minutes from Gene Edwards, seconded by Bob Simpson
- Budget Report
- BIPPs Program, 4 referrals still need new facilitator
- Home Confinement Update- Upshur- 22 Lewis- 17
- Community Corrections Referrals since July 1, 2018 Upshur 102, Lewis 99, Total 201
- Request to purchase new vehicle motion to approve Larry Williams, seconded by Bob Simpson
- Next meeting August 5, 2019 to be held at the Lewis County Commission Meeting Room at 6:00pm
- Motion to adjourn meeting at 6:30 pm made by Sid Phillips, seconded by Gene Edwards

X   
X 



In compliance with West Virginia's Public Meeting Law, the 26<sup>th</sup> Judicial Circuit Community Corrections Program special board meeting will be held June 25, 2019 at 6:00pm at the Upshur County Day Report Center in Upshur County. The public is invited to attend and learn more about our program, serving Lewis and Upshur Counties.

## **COMMUNITY CORRECTIONS**

### **Special Board Meeting Agenda**

**June 25, 2019**

**Upshur County Day Report Center 6:00 P.M.**

#### **I. Handouts**

- Sign in sheets
- Agenda, Previous Meeting Minutes
- Budget report

#### **II. New Business**

- 1) Batterer's Intervention Prevention Class Update
  - Upshur/Lewis- 4 referrals still no facilitator
- 2) Home Confinement Update- Lewis- 17 Upshur- 22
- 3) Community Corrections Update
  - Referrals received since July 1, 2017 Upshur-102 Lewis-99 Total- 201
  - Request to purchase new vehicle

#### **III. Next Meeting**

- August 5, 2019 at the Lewis County Commission Meeting Room 6:00 P.M.

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**UPSHUR COUNTY DEVELOPMENT AUTHORITY  
BOARD OF DIRECTORS**

Minutes of the Meeting

7:00 am, Wednesday, September 25, 2019

Location: UCDA – 21 E Main St

Presiding: Skip Gjolberg, President

*Members Present:*

Rob Hinton	Shane Whitehair	Bob Skinner
Lori Meadows	Skip Gjolberg	Tammy Reger
Aaron Harris	Emiel Butcher	Dusty Zickefoose
Terry Cutright	Kathy McMurray	CJ Martin
Kelly Davis	Joel Thierstein*	Bobby Gompers*
Rick Simon*	Sara Stankus	Glen Hawkins

*Members Absent:*

Carrie Wallace	Wanda Bailey	Doyle Tenney
Laura Meadows	Connie Tenney	CJ Rylands

*Guest:*

Melodie Stemple	Rebecca Ball	*Via Phone
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- I. Skip Gjolberg, President welcomed everyone and called the meeting to order at 7:04 am. Melodie did roll call and confirmed a quorum.
- II. Minutes: Kathy McMurray moved that the minutes of August 21, 2019 be approved as presented, seconded by Bob Skinner, board approved.
- III. Financials: Rob Hinton presented the overview of the August financials to the board. Financials filed for Audit review.
- IV. Old Business: Rob updated board on Innovation Center
- V. Executive Director's Report – Robert Hinton
  - **AML:**
    - ✓ Phase 1 – Contract with Dan Hill Construction \$1,504.029 Complete May 2020
    - ✓ BB3 – September 25, 2019
    - ✓ AT&T – BB3 & B362
    - ✓ Phase 2 – BB1 Fayette; BB4 Kanawha; BB56 McDowell
    - ✓ Expense overview to date \$834,826.45
  - **Industrial Park:**
    - Hinkle Deal***
      - ✓ Convert to Promissory Note
      - ✓ Continue payments on schedule
      - ✓ Execute promissory December Hinkle covers all legal costs
      - ✓ Pay 30,000 buyout December – Balloon payment
      - ✓ \$252,000 remaining balance
      - ✓ Discussion board – we would need 1<sup>st</sup> lien
      - ✓ Moved by Emiel Butcher to authorize Rob to move forward by speaking with lawyers if this is an option for UCDA to move forward, seconded by Kerry Davis, board approved.

49

**Booster Station**

- ✓ Hulls Construction – end of October
- ✓ Meeting with City to ensure no issues with submittals and equipment
- ✓ Start construction November

▪ **Innovation Center:**

- ✓ Market
- ✓ Gather proposals for 3<sup>rd</sup> floor
- ✓ New Market Tax Credit (NMTC) Funds
- ✓ Executed lease with Boost Mobile
- ✓ Working with possible 2 commitments for dedicated flex spaces
- ✓ My Buckhannon – partner to market IDEA Flex Office

▪ **NMTC:**

- ✓ Engaged with Cohn Reznick Spilman
- ✓ Commitment letter from People Inc. \$6M
- ✓ USED A on Board, Davis Trust on Board and WVED A on board

▪ **Construction Process**

- ✓ Mid-September occupancy
- ✓ Process of aggregating furniture quotes
- ✓ Phase approach purchase furniture as we grow

VI. President's Report:

VII. New Business:

- ✓ Board Members – 2 members going off, but still leaves that group with 3 new members and will have increments of 5 members per 3 year term. A total of 15 board members.
- ✓ Discussion on a few names – if anyone has another person interested please forward to Rob or Melodie.
- ✓ Reminder – Annual Meeting has been changed to August 21<sup>st</sup> – no meeting in July and Executive Board is June.

VIII. Other:


- ✓ Rob H. discussed with the board about moving UCDA's current tables/chairs to the large conference room on first floor. Board agreed.
- ✓ Open house – TBD
- ✓ Rebecca Ball with Fred Eberle School – Idea for Board of Education for future innovation for students. Looking at virtual school (see attachment). Currently have students redoing the Forestry Building into classrooms.
- ✓ Discussion on education w/students in future.
- ✓ Next board meeting is scheduled for November 27<sup>th</sup> day before Thanksgiving due to many being out has been moved to November 19<sup>th</sup> 7am.

Meeting adjourned at 8:30 am.

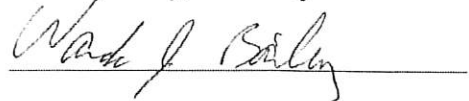
Next Full Board Meeting - November 19, 2019

Respectfully submitted by:

Melodie Stemple, Asst. Director



Wanda Bailey, Secretary





Upshur County Safe Structures and Sites  
Enforcement Board  
October 10, 2019

Members present: Greg Harris, Chris Cook and Chris Garrett

Members absent: Rick Harlow, Brian Shreve

Others present: None

The meeting was called to order at 3:00 p.m. by Greg Harris.

The August 8, 2019 meeting minutes were reviewed. On Motion by Chris Cook, seconded by Chris Garrett, the meeting minutes were approved as presented.

**The Enforcement Board reviewed the following cases:**

061418-03 (Best) -- No action taken. Sold at tax sale, property owner has 18 months to redeem -- waiting until the end of the 18-month period to see if the new owner brings the property into compliance. Sold during the tax sale in November 2018. Discuss during May 2020 meeting.

041119-01 (Knight) -- The Board reviewed photographs of the property. On Motion by Chris Cook, seconded by Chris Garrett, the Board moved to provide the property owner a second extension to bring the property into compliance with the deadline of November 13, 2019.

041119-02 (Perrine) -- The Board reviewed photographs of the property. On Motion by Chris Garrett, seconded by Chris Cook, the case was closed.

061319-01 (Riffle) -- The Board reviewed photographs of the property. On motion by Chris Garrett, seconded by Chris Cook, the Board moved to provide the property owner their first extension until November 13, 2019 to bring the property into compliance.

071119-01 (Harper) -- The Board reviewed photographs of the property. On motion by Chris Cook, seconded by Chris Garrett, the case was closed.

**The Enforcement Board reviewed the following new cases:**

101019-01 (Wilkins) Reviewed complaint. On motion by Chris Garrett, seconded by Chris Cook, the Board moved to open this case and review photographs of the property at the next meeting.

101019-02 (<sup>Chenoweth</sup>) Reviewed complaint. On motion by Chris Cook, seconded by Chris Garrett, the Board moved to open this case and review photographs of the property at the next meeting.

**Public Comment:**

None

**Other Business:**

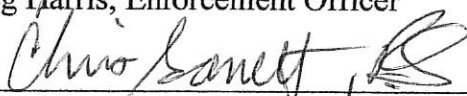
The next meeting will be held on Thursday, November 14, 2019 at 3:00 p.m. in the Upshur County Commission Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.

By consensus of the Board, the meeting adjourned at 3:27 p.m.

Approved by:

  
\_\_\_\_\_  
Greg Harris, Enforcement Officer

11-14-19  
\_\_\_\_\_  
Date

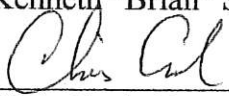
  
\_\_\_\_\_  
Chris Garrett, Board Member

11/14/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Rick Harlow, Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kenneth "Brian" Shreves, Board Member

  
\_\_\_\_\_  
Chris Cook, Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Adrian Public Service District**

October 10, 2019

**Monthly Board Meeting**



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

All motions were unanimous unless otherwise noted.

The meeting was called to order at 10:00 am by Chairman Spencer.

Minutes of the September 12, 2019 meeting were read. Paul made the motion to approve the minutes and Don second.

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

Visitor, Trey Horner, gave an update on the progress of the design loan for Phase VIII. Currently, revisions to the design loan are being made and rights of ways are being worked on. Trey informed us that Charlotte Johnson at the USDA has started the underwriting for Phase VIII and RUS should be able to fund the project this fiscal year of 2019-2020.

**Old Business**

- The lease for the Rock Cave broad band tower with the Development Authority is currently still in revision by the Development Authority's attorney.

**New Business**

- The County Commission approved Carolyn Douglas to be the Vice Chairman of the Board of Directors. She will start at the next meeting on Nov. 7<sup>th</sup>.

**Items for Discussion/Action/Approval**

- The Board approved to change the Board of Directors meeting from the second Thursday of the month at 10:00am to the first Thursday of the month at 3:00pm. A motion was made by Kelly and was second by Paul. This will go into effect starting Nov. 7<sup>th</sup>.
- The independent audit results conducted by Tetrick & Bartlet were discussed and looked over.
- The complainant made by Craig Bessinger was read over and then the PSD's response to the complaint was read. We are waiting for the PSC's response to the situation.

**Maintenance – Eric**

- Installed five new services.
- Four leaks were repaired
- LED lights were installed on Ed's truck.
- There was a main break in Selbyville where we lost 10ft. of water in the Selbyville Tank. Losing approximately a total of 30,000gal. this includes flushing.
- 

**Office Report**

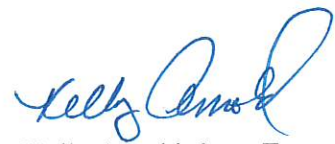
- Working with PSC to resolve the Bessinger complaint.
- Business as usual.

The meeting adjourned at 12:00 pm. Next regular meeting will be Nov. 7, 2019 at 3:00 pm.

Board of Directors

  
Paul Spencer, Chairman

  
Carolyn Douglas, Vice Chairman

  
Kelly Arnold, Sec., Treas.