

Upshur County Commission Meeting Agenda



Location of Meeting: Upshur County Courthouse Annex
Date of Meeting: December 12, 2019

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• December 5, 2019

9:05 a.m. Ashleigh Raeder, U.S. Cellular Business Account Sales Executive – Introduction as new representative for this area

Items for Discussion / Action / Approval:

1. Review and signature of Change Order #1 for the Upshur County Former Jail Facility Project. Mortar testing was required before work could be performed, this testing was provided by Trisco Systems, Inc. in the amount of \$2,180. Upon approval, the revised contract amount will be \$84,743. This project is being funded by the WV Courthouse Facilities Improvement Authority. * Page 4-6
2. Review and signature of letter from Johnathan Vickers, Assistant Director, Chief Inspector's Division of the WV State Auditor's Office, confirming services to be provided to the Upshur County Commission for the fiscal year ended June 30, 2019. The fee for the audit services will be \$29,740. * Page 7-12
3. Review and signature of Memorandum of Understanding between the Upshur County Commission and the Supreme Court of Appeals of WV regarding the arrangements essential to establishing and maintaining Family Court facilities in Upshur County. Commencing July 1, 2019, the Commission shall invoice the Court for an amount not to exceed \$706.50, which is equivalent to \$6 per square foot. If approved, the Memorandum of Understanding will automatically renew for Fiscal Year 2021. Page 13-27
4. Correspondence from Lewis A. Simmons requesting reappointment to the James W. Curry Library & Park Advisory Board. Upon approval, his term will expire on December 31, 2024. * Page 28
5. Correspondence from Patricia Tolliver requesting reappointment to the James W. Curry Library & Park Advisory Board. Upon approval, her term will expire on December 31, 2024. * Page 29
6. Approval of Lewis–Upshur Animal Control Facility Volunteer Jade Parrish. * Under separate cover
7. Increase salaries for the Youth Camp Director and Community Corrections Director per the final rule issued by the Department of Labor increasing the salary-level threshold for white-collar exemptions to \$684 a week from \$455 a week. The final rule is effective January 1, 2020. * Page 30-33
Item may lead to Executive Session per WV Code §6-9A-4
8. Approval of Application for Donated Leave and the granting of leave under the Family and Medical Leave Act. * Under separate cover
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. Update from Brian K. Cooper, WVDOH District Engineer, regarding the Safety Study being conducted at the Route 33 intersections in Upshur County. Page 34
2. Memorandum from Stuart T. Stickel, CPA, CFE, Deputy State Auditor for the Office of the State Auditor, regarding new reporting and examination requirements for state grants. The first state's fiscal year for which these requirements will apply is for the fiscal year ended June 30, 2020. Page 35-37
3. Correspondence from Tabatha R. Perry, Assistant County Administrator, to Carroll and Elouise Chapman, setting Safe Structures and Sites Case Number 101118-01 (Warren Tax District – Tax Map 6B Parcel Number 11) for hearing before the Upshur County Commission on January 30, 2020 at 9:05 a.m. Page 38
4. Upshur County Building Permits for the month of November 2019 Page 39-40
5. Lewis-Upshur Animal Control Facility Adoption Financial Transactions – November 2019 Page 41-42
6. Lewis-Upshur Animal Control Facility Cat Report for the month of November 2019 Page 43
7. Lewis-Upshur Animal Control Facility Animal Report for the month of November 2019 Page 44
8. Upshur County Animal Control/Humane Officer Monthly Animal Report for the month of November 2019 Page 45
9. Public Notices:
 - a. Newsletters and/or Event Notifications:
 - Christmas Floral Arrangement Class – December 19th at 6 p.m. – WVU Extension Office Page 46
 - Upshur Arts Alliance 5th Annual Community Spelling Bee – January 24, 2020 Page 47-48
 - b. Agendas and/or Notice of Meetings:

• Upshur County Senior Center	December 11, 2019 <u>Page 49</u>
• Tennerton PSD	December 11, 2019 <u>Page 50</u>
• Buckhannon-Upshur Airport Authority	December 12, 2019 <u>Page 51</u>
• Upshur County Convention & Visitors Bureau	December 12, 2019 <u>Page 52</u>
• Upshur County Fire Board, Inc.	December 17, 2019 <u>Page 53</u>
 - c. Meeting Minutes:

• Upshur County Family Resource Network	October 14, 2019 <u>Page 54-55</u>
• Elkins Road PSD	November 5, 2019 <u>Page 56-59</u>
• Hodgesville PSD	November 6, 2019

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
- 01/02/20 6:00 p.m. Buckhannon-Upshur Board of Health
- 12/18/19 7:00 a.m. Upshur County Development Authority – Executive Board
- 12/18/19 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
- 12/19/19 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
- 12/18/19 4:00 p.m. Upshur County Public Library Board
- 12/17/19 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 12/17/19 6:30 p.m. Upshur County Fire Board, Inc.
- 12/17/19 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 12/11/19 7:00 p.m. Ellamore VFD
- 12/18/19 12:00 p.m. Lewis Upshur LEPC --- Upshur location
- 01/16/20 2:00 p.m. Upshur County Farmland Protection Board
- 03/25/20 10:00 a.m. James W. Curry Advisory Board
- 12/30/19 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

10. Appointments Needed or Upcoming:

Tabled Items

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

Next Regular Meeting of the Upshur County Commission
December 19, 2019 — 9:00 a.m. Upshur County Courthouse Annex

*The regularly scheduled Commission Meetings on Thursday, December 26, 2019
and January 2, 2020 have been CANCELLED*



ATA[®]

Document G702™ – 1992

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Application and Certificate for Payment

TO OWNER:

County Commission of Upshur Co.
91 W Main Street
Suite 101
Buckhannon, WV 26201

PROJECT:

UPSHUR COUNTY
12 SOUTH LOCUST ST
Buckhannon, WV 26201

APPLICATION NO: 2

PERIOD TO: 12/6/2019

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

FROM CONTRACTOR:

Trisco Systems Inc.
2000 Baty Rd.
Lima, OH 45807

VIA ARCHITECT:

CONTRACT FOR: UPSHUR COUNTY

CONTRACT DATE:

PROJECT NOS: 19-550 /

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	82,563.00
2. NET CHANGE BY CHANGE ORDERS	\$	2,180.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	84,743.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	84,743.00

5. RETAINAGE:

a. 0 % of Completed Work (Columns D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	0.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 84,743.00
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 82,563.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 2,180.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 2,180.00	\$ 0.00
TOTAL	\$ 2,180.00	\$ 0.00
NET CHANGES by Change Order	\$ 2,180.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Trisco Systems Inc.

By: [Signature]

State of: Ohio

County of: Allen

Subscribed and sworn to before me this 6th

day of

Date: 12-6-19



KELLY WUEBKER
Notary Public, State of Ohio
My Commission Expires
August 31, 2020

Notary Public: Kelly Wuebker

My commission expires: 8/31/2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA®

Document G703™ – 1992

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Continuation Sheet

Page 2

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 12/6/2019
PERIOD TO: 12/6/2019
ARCHITECT'S PROJECT NO: 19-550

ARCHITECT'S PROJECT NO: 19-550

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	MOBILIZATION	6,686.00	6,686.00	0.00	0.00	6,686.00	100	0.00	0.00
2	PROJECT MGMT.	4,964.00	4,964.00	0.00	0.00	4,964.00	100	0.00	0.00
3	BUILDING ACCESS	24,028.00	24,028.00	0.00	0.00	24,028.00	100	0.00	0.00
4	CHIMNEY RELAY	26,478.00	26,478.00	0.00	0.00	26,478.00	100	0.00	0.00
5	TUCKPOINTING	20,407.00	20,407.00	0.00	0.00	20,407.00	100	0.00	0.00
6	C/O #!	2,180.00	0.00	2,180.00	0.00	2,180.00	100	0.00	0.00
GRAND TOTAL		84,743.00	82,563.00	2,180.00	0.00	84,743.00	100	0.00	0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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101210ACD44

**** CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT ****

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State of OHIO

County of ALLEN

STEVEN W. WINTER Being duly sworn states that he is the PRESIDENT of Trisco Systems Inc. being in contract with County Commission of Upshu Co. to furnish materials and/or labor for the project known as UPSHUR COUNTY located in 12 SOUTH LOCUST ST Buckhannon, WV 26201 and does hereby further state on behalf of the aforementioned sub contractor/supplier:

FINAL WAIVER that there is due from the contractor the sum of

TWO THOUSAND ONE HUNDRED EIGHTY DOLLARS AND NO CENTS (2,180.00)

X Receipt of which is hereby acknowledged
or

_____The payment of which has been promised as the sole consideration of this affidavit and final waiver of lien which shall be effective only upon receipt of payment

Therefore, the undersigned waive and releases unto the owner of said premises, and all lien claim whatsoever on the above described property and improvements thereon on account of labor or material or both, furnished the undersigned thereto, subject to limitations or conditions expressed herein, if any, and further certified that no other party has any claim or right to a lien on account of work performed or material furnished to the undersigned for said project and within the scope of this affidavit and waiver.

12-6-19

(Date)

[Signature]

(Signature)

PRESIDENT

Title

Witnessed by hand and notary seal this 6th day of December, 2019

[Signature]

(Notary Signature)

County of Residence Allen



KELLY WUEBKER
Notary Public, State of Ohio
My Commission Expires
August 31, 2020



Office of the State Auditor
Chief Inspector Division
State Capitol, Building 1, Suite W-100
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

State of West Virginia
John B. McCuskey
State Auditor and
Chief Inspector

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November 26, 2019

Mr. Sam Nolte, President
Upshur County Commission
38 W. Main Street
Buckhannon, WV 26201

We are pleased to confirm our understanding of the services we are to provide the Upshur County Commission for the fiscal year ended June 30, 2019. We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the Upshur County Commission's basic financial statements as of and for the fiscal year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Upshur County Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Upshur County Commission's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis (if applicable).
2. GASB required supplementary pension information (if applicable).
3. Schedule of funding progress – OPEB (if applicable).

We have also been engaged to report on supplementary information other than RSI that accompanies Upshur County Commission's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Rate covenant compliance (if applicable).
2. Combining statements and supplementary schedules (if applicable).

Auditor Responsibilities

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Upshur County Commission and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Upshur County Commission's financial statements. Our report will be addressed to the governing board of the Upshur County Commission. We will make reference to Perry and Associates, CPAs' audit of the Upshur County Development Authority and Ferrari and Associates, PLLC's audit of the Upshur County Fire Board in our report on your financial statements. Our audit will also include performing procedures, or requesting other auditors to perform procedures, on the financial information of the Upshur County Farmland Protection Board, the Upshur County Youth Camp, Buckhannon-Upshur County Airport Authority, and the Upshur County Building Commission to enable us to express such an opinion. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Upshur County Commission is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance

may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Upshur County Commission's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

If necessary, we may also assist in preparing the financial statements and related notes of the Upshur County Commission in conformity with U.S. generally accepted accounting principles based on information provided by you. If performed, these non-audit services would not constitute an audit under *Government Auditing Standards* and such services would not be conducted in accordance with *Government Auditing Standards*. We would perform the services in accordance with applicable professional standards. The other services would be limited to the financial statements previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported.

Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (a) management, (b) employees who have significant roles in internal control and, (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies.

You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we may provide. If non-audit services are provided, you will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee any non-audit services that may be provided by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Upshur County Commission. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

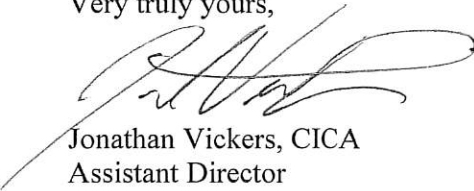
The audit documentation for this engagement is the property of the West Virginia State Auditor's Office and constitutes confidential information. However, subject to applicable laws or regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Governmental Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the West Virginia State Auditor's Office personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. *Government Auditing Standards* require we provide our most recent external peer review report and any subsequent peer review reports to the party contracting for the audit. A copy of our most recent external peer review report is available at our website (<http://www.wvsao.gov/ChiefInspector/AdvisoryMemos.aspx>) or can be obtained by contacting our office.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our auditor, Cara Maxson, has been assigned to conduct your audit and expects to begin the engagement on approximately November 20, 2019. To enable the auditor to work more efficiently, we would appreciate it if you would provide her with suitable office space that is quiet and has access to a telephone and the internet. Our fee for these services will be \$29,740 for the audit. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new contract price before we incur the additional costs.

We appreciate the opportunity to be of service to the Upshur County Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and provide it to the auditor. If the auditor is not available, please return it to us to the attention of Cathy Pierce.

Very truly yours,



Jonathan Vickers, CICA
Assistant Director
Chief Inspector Division
Office of the State Auditor

RESPONSE:

This letter correctly sets forth the understanding of the Upshur County Commission.

By: _____

Title: _____

Date: _____

No.102

SUPREME COURT OF APPEALS
STATE OF WEST VIRGINIA
ADMINISTRATIVE OFFICE

13

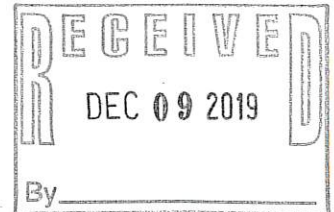
JOSEPH ARMSTRONG
ADMINISTRATIVE DIRECTOR
PHONE: 304-558-0145
FAX: 304-558-1212



BUILDING 1, ROOM E-100
1900 KANAWHA BOULEVARD, E.
CHARLESTON, WV 25305-0145
WWW.COURTSWV.GOV

December 6, 2019

Ms. Carrie Wallace
County Administrator
Upshur County Commission
Upshur County Administrative Annex
91 West Main Street, Suite 101
Buckhannon, WV 26201



SUBJECT: FAMILY COURT MEMORANDUM OF UNDERSTANDING

Dear Carrie:

Enclosed, please find a revised copy of the Memorandum of Understanding for Family Court Facilities that contains the changes you requested. As discussed, because we are halfway through the current fiscal year, I added language extending the agreement through the 2020 – 2021 Fiscal Year. You will also note this is retroactive to July 1, 2019. This date will help us get all outstanding invoices paid by the West Virginia Auditor.

Please sign and notarize the agreement and also attach the most up-to-date floor plan for the Upshur County Family Court and return both to the Administrative Office of the Supreme Court of Appeals of West Virginia in the self-addressed envelope. If possible, please sign and return this Memorandum of Understanding on or before December 20, 2019.

Thank you for working with me to help get this accomplished. Please let me know if you have any other questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Hoover".

Keith Hoover
Administrative Counsel

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, by and between the County Commission of Upshur County, West Virginia ("the Commission"), and the Supreme Court of Appeals of West Virginia ("the Court"), (hereinafter also referenced collectively "the Parties"), memorializes the arrangements essential to establishing and maintaining Family Court facilities in Upshur County, in accordance with the mandates of West Virginia Code §51-2A-1, *et seq.*

1. Family Court Facilities/Premises.

- 1.1. The Commission acknowledges that it has a duty provide a premises for the Family Court which is adequate for the conduct of the duties required of the Family Court, which conform to standards established by rules promulgated by the Supreme Court of Appeals of West Virginia. In exchange, the Administrative Office of the Supreme Court of Appeals of West Virginia shall pay to the Commission a reasonable amount as rent for the premises furnished by the Commission to the Family Court and his or her staff.
- 1.2. Effective July 1, 2019, and in fulfilment of its obligation under West Virginia Code §51-2A-20, the Commission shall provide facilities/premises for Family Court purposes, as described herein located at Upshur County Family Court, 38 W. Main Street, Buckhannon, West Virginia 26201, an approved space of 1,413 square feet.
 - See Exhibit A attached, approved Floor Plan Diagram.
- 1.3. Commencing July 1, 2019, the Commission shall on a monthly basis invoice the Court in care of Sue Troy, Director of Financial Management, Office of Court Administration, Supreme Court of Appeals of West Virginia, 1900 Kanawha Blvd. E., Building 1, Room E-100, Charleston, West Virginia 25305. The monthly invoice shall not exceed Seven Hundred Six Dollars and Fifty Cents (\$706.50), which is equivalent to Six Dollars (\$6.00) per square foot per annum rate. Within ten (10) days of its receipt of the referenced invoice, the Court shall review the invoice for error and, if the invoice is correct, transmit it to the State Auditor for payment, or, if the invoice is incorrect, return it for correction.
 - See Exhibit B attached, Template Invoice.
- 1.4. The Commission acknowledges that the Court cannot obligate funds beyond the end of the fiscal year and, therefore, the Court can only issue payment for monthly rent incurred in a given fiscal year. If the Court receives invoices after June 30 for a previous fiscal year, the Parties acknowledge that the Court may be unable to pay the invoiced amount.
- 1.5. In the event that the Commission is required to enter into a lease or other written agreement in with a third party in order for the Commission to comply with its obligations under

mandates of West Virginia Code §51-2A-1, *et seq.* and/or this agreement, the Commission affirms that such lease or other written agreement shall not conflict with the terms of this agreement. The Court shall have the right to review and approve any such third party lease or written agreement prior to execution.

2. **Term.** The term of this arrangement for the Commission to provide Family Court facilities/premises is as follows:

- 2.1. The initial term of the Family Court arrangement shall be July 1, 2019, through June 30, 2021, after which the term shall automatically renew from July 1, 2021, through June 30, 2022. Thereafter, the term of this arrangement is subject to renewal in single year increments by the written affirmation of the Court between the dates of May 15 and June 15.
- 2.2. The renewal mechanism described in Paragraph 2.1. shall reflect the Parties' intentions that the terms of the arrangement shall not be subject to ongoing annual negotiation; rather, with the exception of the term, the Parties shall consider the terms, including the rental amount, as fixed. Should the Commission seek to modify or amend the terms and conditions agreed upon herein during the effective term of the arrangement, such modifications or amendments must be agreed upon and executed in writing by the Parties prior to taking effect.
- 2.3. This arrangement shall terminate automatically by operation of law should the West Virginia Legislature terminate the funding for the Family Court system.
- 2.4. The Court may terminate this arrangement, with or without cause, with a thirty-day written notice to the Commission, tendered by certified U.S. mail, return receipt requested in care of the address set forth herein.

3. **Parking, Utilities, and Services.** The Commission acknowledges that the provision of adequate and suitable space incorporates the space requirements detailed in Exhibits C and D, as well as parking for Judicial Officers and staff, all utilities, janitorial services, grounds upkeep and maintenance, and similar services essential for daily operation of the Family Court, which the Commission shall provide at its sole expense.

- See Exhibit C attached, Family Court Facility and Security Standards.
- See Exhibit D, attached, Memorandum #08-01, Minimum Family Court Space per Judge.
- See Exhibit E attached, Janitorial Services for Family Court Offices.

4. **Maintenance and Repairs.** The Commission acknowledges that the provision of adequate and suitable space incorporates its obligation to undertake at its sole expense all repairs and maintenance to the premises. In the event of any such incidents, and/or damage to the premises during the term, the Commission agrees to promptly repair the underlying issue(s) and restore the premises.
5. **Premises, Floor Plan, Security Plan.** The Court has inspected the Family Court facilities/premises, and the Court is satisfied with the physical condition of the facilities/premises. In the event that the facilities/premises do not conform to the standards established by the Court, it grants provisional approval of the facilities/premises, and the Commission acknowledges that it will work toward compliance with the standards as referenced in Exhibit C and Exhibit D.
6. **Insurance, Indemnification.** The Parties acknowledge that the activities of the Family Court shall be held harmless for any damages, injuries, loss, or liability arising from its activities on the premises, and that these activities are covered by the State Board of Risk and Insurance Management of West Virginia, W. Va. Code §29-12-1. The Commission shall be responsible to maintain a policy of fire, property, and casualty insurance on the premises.
7. **Taxes.** The Commission agrees that it shall be solely responsible for the payment of all real estate taxes and assessments, if any, levied on the premises.
8. **Enjoyment of Premises.** The Parties agree that the Court shall at all times, except for Thursday of each week and any additional days as scheduled and approved by the Family Court Judge, be entitled to exclusive, peaceful, and quiet enjoyment of the Family Court facilities at



all times during the herein term, and that the Commission shall be entitled to reasonable inspection of the Family Court facilities upon a reasonable notice to the Court. The Parties further agree that the Upshur County Commission shall have exclusive use of the Family Court facilities on Thursday of each week and additional days as scheduled and approved by the Family Court Judge to conduct its regularly scheduled County Commission meetings and any other County business as required.

9. **Failure to Provide and Maintain Adequate and Suitable Space.** In the event that the Commission fails to meet its obligation to provide and maintain adequate and suitable space for Family Court, the Court agrees to bring the specific matter(s) to the Commission's attention in accordance with the notice provisions below. The Commission shall therefrom have a ten-day period within which to correct the underlying condition. In the event that the Commission does not correct any defective condition within the ten-day period, the Court shall have the option to correct the condition and deduct the cost from future rental payments.
10. **Ongoing Obligation.** The Commission acknowledges that it has a statutory responsibility to provide adequate and suitable space for Family Court. Further, the Commission acknowledges that the Court must approve in advance any plans for changing, moving, relocating, rehabilitating, renovating, or otherwise modifying any Family Court facilities/premises, and that any such requests for the Court's consideration must be provided pursuant to the notice provisions below.
11. **Binding Terms, Modification.** The Parties pledge that they shall honor the terms set forth in this Memorandum of Understanding and consider them final and binding essentially. The

Parties further acknowledge that the Parties may modify this Memorandum of Understanding but that any such modification shall not be effective unless signed by both Parties.

12. **Notice.** Any Notice pursuant to this Memorandum of Understanding shall be tendered by certified U.S. mail, return receipt requested, in care of each party as noted in the signature lines which follow.

13. If circumstances change such that the terms are no longer valid the Parties must update the written documents before any payments can be processed.

FOR THE UPSHUR
COUNTY COMMISSION,
By:

Print Name

Sign Name
As Its President,

Upshur County Administrative Annex
Buckhannon, WV 26201
(304) 472-0535

In Care of _____@_____

FOR THE SUPREME COURT OF
APPEALS OF WEST VIRGINIA,
By:

Joseph M. Armstrong

Sign Name

Administrative Director
State Capitol, Building 1
Room E-100
Charleston, WV 25305
(304) 340-2914
Joseph.Armstrong@courtswwv.gov

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

I, _____, a Notary Public of said County and State, do hereby certify that _____, who signed the foregoing Memorandum of Understanding on behalf of the County Commission of _____ County, West Virginia, a unit of government of the State of West Virginia, in his/her capacity as President of said county commissions, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said governmental branch.

Given under my hand this _____ day of _____, 2019.

_____, Notary Public as aforesaid

My Commission Expires: _____

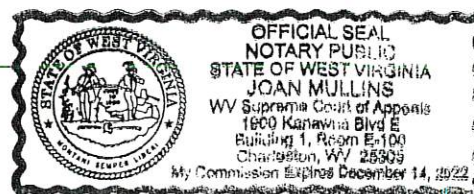
STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, TO-WIT:

I, Joan Mullins, a Notary Public of said County and State, do hereby certify that Joseph Armstrong, who signed the foregoing Memorandum of Understanding on behalf of the Supreme Court of Appeals of West Virginia, a branch of government of the State of West Virginia, in his capacity as Administrative Director of said branch, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said governmental branch.

Given under my hand this 6 day of December, 2019.

Joan Mullins, Notary Public as aforesaid

My Commission Expires: 12-14-2022



Upper Family Court

EXHIBIT A

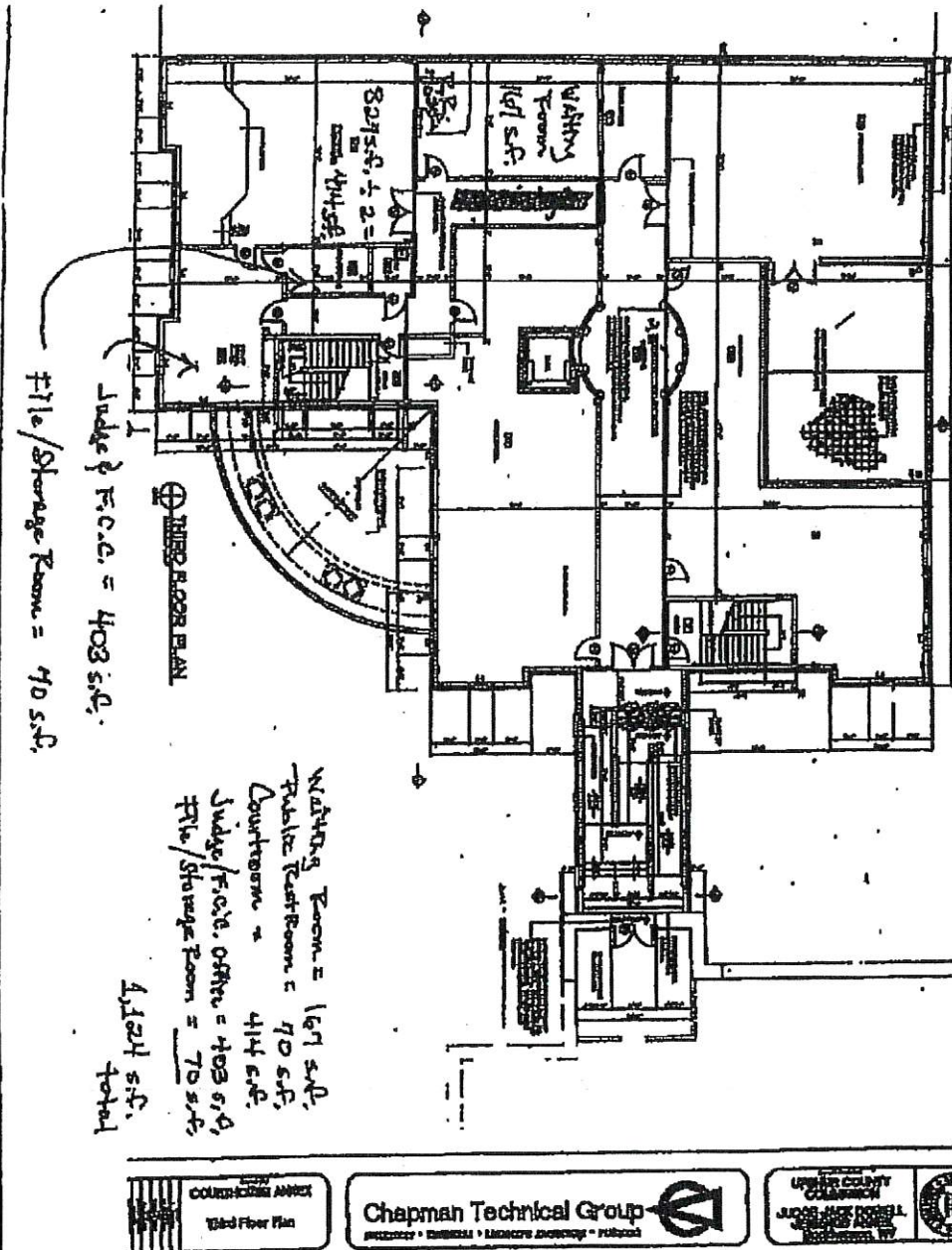


EXHIBIT B

21

INVOICE FOR FAMILY COURT FACILITIES

(Template)

West Virginia County of: _____

Invoice Date: _____ Invoice Number: _____

Responsible Party: The Office of Court Administration
Supreme Court of Appeals of West Virginia
Sue Troy, Director of Financial Management
1900 Kanawha Blvd. East
Building 1, Room E-100
Charleston, WV 25305

Invoice Amount Payable: _____

Invoice for provision of Family Court Facilities for the Month of _____, 201__.

Payable to: _____

In the Amount of: _____

Please mail Payment to: _____

EXHIBIT C

22

FAMILY COURT FACILITY AND SECURITY STANDARDS

Preamble

Pursuant to W. Va. Code § 51-2A-20, the Supreme Court of Appeals of West Virginia, meeting in Conference on March 27, 2003, adopted the following standards for family court facilities:

It is the responsibility of each county commission to provide premises for the family court which are adequate for the conduct of the duties required of the family court and which conform to standards established by rules promulgated by the Supreme Court of Appeals of West Virginia. W. Va. Code § 51-2A-20.

Court facilities not only should be efficient and comfortable, but also should reflect the independence and importance of our judicial system in their design. It is difficult for our citizens to have respect for the courts and the law, and for those who work in the court, if the court is housed in facilities that detract from its stature. Similarly, it is difficult for court officers and staff to provide high quality customer services in an atmosphere of dignity and respect in inadequate quarters. The Court's mission is that all Court employees treat the public with the highest levels of courtesy and respect.

County commissions should work with the Administrative Office of Courts in planning new, or revising existing, family court facilities. The Administrative Director of Courts must approve family court facility plans before construction or renovation may begin. The county commission shall also ensure that the family court facility meets the standards set by the State Fire Marshal and is in compliance with the Americans with Disabilities Act (ADA). The Court asks that each county commission strive to be in full compliance with these standards within a reasonable period of time.

SPECIFIC REQUIREMENTS

1. The judge shall have an individual office. The office shall be located in the courthouse, judicial annex or other court facility within the county, and the office shall have a minimum of 150 square feet. If there is insufficient space in a judicial or other county building, then appropriate space shall be rented in a privately owned building.

2. Each family court secretary/clerk shall have an individual office located adjacent to the family court judge's office with a minimum of 200 square feet. In a non-headquarters county of a multi county family court circuit, it is not essential to include a secretary/clerk's office if the secretary/clerk does not ordinarily work in that county.

3. Each family case coordinator shall have an individual office located adjacent to the family court judge's office with a minimum of 200 square feet. In a non-headquarters county of a multi county family court circuit, it is not essential to include a case coordinator's office if the case coordinator does not ordinarily work in that county.

4. There shall be a hearing room with a minimum of 300 square feet and two separate entrances one of which is located adjacent to the bench. If the circuit court judge and county commission agree, the circuit courtroom facilities may be used as the hearing room.



The hearing room should provide a platform for the family court judge's bench. The eye level of the family court judge should be higher than that of the average standing attorney. Generally, the minimum elevation of the platform for the bench should be 21 inches. The bench should be elevated three risers (18 to 21 inches) in a small or medium-sized courtroom and four risers (24 to 26 inches) in a large courtroom. The bench should be enclosed so that access to the judge is difficult. The bench may be enclosed by having it run the length of the room so that the area behind the bench is accessible only by a separate door, or by enclosing the bench on three sides with the fourth side being a wall. The enclosed bench area should include a doorway that leads into a safe room, (*i.e.*, one that cannot be accessed by the public). The door should be capable of being locked from inside the safe room. The inside wall(s) of the bench should be lined with ballistic (bulletproof) material.

In each courtroom, there should be two separate tables for the parties that face the bench as opposed to one table where the parties face each other.

5. There shall be no less than two, and, if appropriate, more conference rooms, of at least 120 square feet, suitable for attorneys to consult with their clients and opposing counsel in advance of their hearings.

6. The entrance/lobby needs to orient the user to the different functions and operations performed by the court and should serve as the focal point of the office. Appropriate signs and information to direct users to their destination should be located here. Information on court cases should be prominently displayed. There shall be no less than two waiting rooms. Each waiting room must be large enough (200 to 400 square feet) to seat litigants, attorneys and witnesses while they wait for their hearings, and to insure that people are not forced to wait for hearings in hallways, stairwells, other county offices or outdoors. Family court waiting rooms should have cameras, which feed live pictures to closed circuit televisions monitored by local 911 centers.

7. The hearing room and family court offices shall be suitably located for convenient access for members of the public and shall provide adequate restroom facilities. It is recommended that separate restroom facilities for family court judges/staff be provided.

8. All of the family court facilities shall be accessible to persons with disabilities.

SECURITY

9. Security is a major concern for all persons involved in family court proceedings. Special measures must be provided to address the danger inherent in these cases. The location of the family court office in the courthouse, the provision of adequate waiting room space, and the placement of two exits in each hearing room are all-important safety issues.

10. One main entrance should be secured, and everyone entering the building should be screened. If possible, everyone should pass through a metal detector, and all bags and parcels should be screened by x-ray machine. Once in the facility, the public and parties to the case should be limited to public circulation. Family court judges and staff should not operate screening equipment.



11. Persons having business with the family court or other court officials should be required to pass through a reception area before having access to any private or work areas of the building. A physical barrier should be placed between any reception area and private or work areas. The barrier should consist of a wall containing a door or doors, which lock from the private or work area side, and a glass window that has a narrow opening through which papers may pass. The window should also contain a speaker or covered vent through which sound may pass.

12. Assuming that the family court staff offices and courtroom are not freely accessible to the public, each door in the family court office should have a small window placed within it so that a bailiff or other staff person may monitor the safety of the persons using these rooms without entering the rooms.

13. Windows should be covered with blinds, fabric or other opaque materials if it is possible for members of the public to see through the windows inside those rooms.

14. Parking spaces assigned to family court judges and signs, which indicate that the spaces are assigned to a judge or staff, should not mark staff.

15. Family court judges/staff should have a private entrance and be able to get to their offices and hearing rooms by means of a private and secure corridor and circulation system.

16. Panic buttons wired to ring in the nearest 911 office shall be placed in the hearing room in a location convenient to the family court judge, and at the desks of the family court secretary/clerk and family case coordinator. If the area is not served by a 911 center, the panic button should ring into the sheriff's office, or other facility where law enforcement is available at all times. Remote/wireless panic buttons are strongly discouraged because the 911 center cannot know the location of the person pushing the panic button.

17. Pursuant to W. Va. Code § 51-2A-6(d), the family court judge may, when deemed necessary, ask the sheriff to assign a deputy to act as a bailiff during proceedings before the family court judge. The sheriff's office must be prepared to respond promptly when the panic button is pressed and bailiffs are requested.

EXHIBIT D**MEMORANDUM #08-01**

TO: Family Court Judges and County Commissions (as applicable)

FROM: Court Services/Lisa Tackett, Director

DATE: May 21, 2019 (Reissued); July 24, 2017 (REV)

RE: MINIMUM FAMILY COURT SPACE PER JUDGE

In March of 2003 the Supreme Court of Appeals adopted the minimum standards for Family Court. The standards are detailed in this memorandum for your review and convenience. They are adapted, with minimal revision, from previous communications.

According to the "Family Court Facility and Security Standards" (enclosed as Exhibit C) a headquarters' Family Court facility with one judge must include, at a minimum, the following:

Judge's Office	150 square feet
Courtroom	300 square feet
Case Coordinator's Office ¹	200 square feet
Secretary/Clerk's Office ²	200 square feet
Two Attorney Conference Rooms	240 total square feet (120 square feet each)
Two Waiting Rooms ³	400 to 800 total square feet (200 to 400 square feet each)
Two Private Restrooms ⁴	
Public Hallways	
Private Circulation Hallways	

ONE JUDGE TOTAL/Headquarters: 2,220 total office square feet minimum⁵

ONE JUDGE TOTAL/Non-Headquarters: 1,740 total office square feet minimum⁶

¹ Not required in non-Headquarters' counties.

² Not required in non-Headquarters' counties.

³ Calculations below presume average of 300 square feet per waiting room, or 600 square feet for two waiting rooms.

⁴ Presumes two (one male/one female) handicapped-accessible restrooms.

⁵ Standard formula presumes that 20% of the net square feet in a facility will be taken up with bathrooms and hallways. Therefore, the net square feet $(1,850) \times 20\% = 370$ additional square feet needed for restrooms and hallways. Therefore, the total square feet needed for the office is $850 + 370 = 2,220$ square feet.

⁶ Net square feet $(1,450) \times 20\% = 290$ additional square footage needed for restrooms and hallways. Therefore, the total square feet needed for the office is $1,450 + 290 = 1,740$ square feet.

Each additional judge in the office must have:

Judge's Office 150 square feet
Courtroom 300 square feet
Case Coordinator's Office⁷ 200 square feet
Secretary/Clerk's Office⁸ 200 square feet

EACH ADDITIONAL JUDGE/headquarters: 1,020 square feet minimum⁹
EACH ADDITIONAL JUDGE/Non-Headquarters: 540 square feet minimum¹⁰

For example, Kanawha County is a headquarters' county with four judges. The first judge would need a minimum of 2,220 square feet. Each additional judge would require a minimum of 1,020 square feet. That's 3,060 minimum square feet for three additional judges. Adding those numbers together yields 2,220 (first judge) + 3,060 (3 additional judges) = 5,280 minimum square feet needed for Kanawha County's Family Court facility.

Please note that these measurements do not include other rooms that are often added to family court facilities. Additional rooms include a bailiff's office, a copy room, kitchen space, a children's waiting room, and/or an inmate holding cell.

If you have any questions or concerns, please do not hesitate to call.

/s/ Lisa Tackett
Lisa Tackett
Court Services Director
304-340-2934
Lisa.tackett@courtsww.gov

⁷ Not required in non-Headquarters' counties.

⁸ Not required in non-Headquarters' counties.

⁹ Net square feet (850) x 20% = 170 additional square feet needed for restrooms and hallways. Therefore, the total square footage needed for the additional judge is 850 + 170 = 1,020 square feet.

¹⁰ Net square feet (450) x 20% = 90 additional square feet needed for restrooms and hallways. Therefore, the total square footage needed for the additional judge is 450 + 90 = 540 square feet.

EXHIBIT E



JANITORIAL SERVICES FOR FAMILY COURT FACILITIES

COUNTY: UPSHUR

DATE: DECEMBER 2019

The Landlord/County Commission of Upshur County ("the Commission"), agrees to provide the Family Court facilities with janitorial services and supplies, on a biweekly basis, (including but not limited to those listed below), on an ongoing basis throughout the term of this arrangement as detailed in the Memorandum of Understanding signed by the Commission and the Office of Court Administration Supreme Court of Appeals of West Virginia.

1. Provide bathroom tissue, soap, and paper towels for each restroom;
2. Vacuum and dust all offices, waiting areas, restrooms, and hearing rooms ;
3. Supply trash receptacles and trash bags
4. Dispose of trash; and
5. Clean all restrooms, including but not limited to, toilets, sinks, and floors.

Lewis A. Simmons

*Buckhannon, WV 26201
(304)472-5707*

28

December 3, 2019

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

Re: Re-appointment to the James W. Curry Library & Park Advisory Board

Honorable Commissioners:

I am interested in serving a second term on the James W. Curry Library & Park Advisory Board. My current term expires on December 31, 2019. I have special interest in this Board as I grew up in Alexander and I am very proud of the accomplishments the staff and Board have made during my tenure. I sincerely appreciate your consideration.

If you have any questions or would require additional information, please feel free to contact me at 304-472-5707.



Lewis A. Simmons

29

December 10, 2019

Upshur County Commission
Upshur County Administrative Annex
91 W Main Street, Suite 101
Buckhannon, WV 26201

Dear Commission Members:

It has come to my attention, that my current term is expiring, December 31, 2019, on the James W. Curry Library Advisory Board. I am interested in serving on the Board for another term. I hope to be reappointed.

Thank you for your consideration.

Patricia Tolliver

French Creek, WV 26218
304-924-5015



U.S. DEPARTMENT OF LABOR

30

News Release

U.S. DEPARTMENT OF LABOR ISSUES FINAL OVERTIME RULE

WASHINGTON, DC – Today the U.S. Department of Labor announced a final rule to make 1.3 million American workers eligible for overtime pay under the Fair Labor Standards Act (FLSA).

"For the first time in over 15 years, America's workers will have an update to overtime regulations that will put overtime pay into the pockets of more than a million working Americans," Acting U.S. Secretary of Labor Patrick Pizzella said. "This rule brings a commonsense approach that offers consistency and certainty for employers as well as clarity and prosperity for American workers."

"Today's rule is a thoughtful product informed by public comment, listening sessions, and long-standing calculations," Wage and Hour Division Administrator Cheryl Stanton remarked. "The Wage and Hour Division now turns to help employers comply and ensure that workers will be receiving their overtime pay."

The final rule updates the earnings thresholds necessary to exempt executive, administrative, or professional employees from the FLSA's minimum wage and overtime pay requirements, and allows employers to count a portion of certain bonuses (and commissions) towards meeting the salary level. The new thresholds account for growth in employee earnings since the currently enforced thresholds were set in 2004. In the final rule, the Department is:

- raising the "standard salary level" from the currently enforced level of \$455 to \$684 per week (equivalent to \$35,568 per year for a full-year worker);

(31)

- raising the total annual compensation level for "highly compensated employees (HCE)" from the currently-enforced level of \$100,000 to \$107,432 per year;
- allowing employers to use nondiscretionary bonuses and incentive payments (including commissions) that are paid at least annually to satisfy up to 10 percent of the standard salary level, in recognition of evolving pay practices; and
- revising the special salary levels for workers in U.S. territories and in the motion picture industry.

The final rule will be effective on January 1, 2020.

The increases to the salary thresholds are long overdue in light of wage and salary growth since 2004. Nearly every person who commented on the Department's 2017 Request for Information, participated at listening sessions in 2018 regarding the regulations, or commented on the Notice of Proposed Rulemaking agreed that the thresholds needed to be updated for this reason.

The Department estimates that 1.2 million additional workers will be entitled to minimum wage and overtime pay as a result of the increase to the standard salary level. The Department also estimates that an additional 101,800 workers will be entitled to overtime pay as a result of the increase to the HCE compensation level.

A 2016 final rule to change the overtime thresholds was enjoined by the U.S. District Court for the Eastern District of Texas on November 22, 2016, and was subsequently invalidated by that court. As of November 6, 2017, the U.S. Court of Appeals for the Fifth Circuit has held the appeal in abeyance pending further rulemaking regarding a revised salary threshold. As the 2016 final rule was invalidated, the Department has consistently enforced the 2004 level throughout the last 15 years.

More information about the final rule is available at <https://www.dol.gov/whd/overtime2019/>.

The Wage and Hour Division's (WHD) mission is to promote and achieve compliance with labor standards to protect and enhance the welfare of the Nation's workforce. WHD enforces Federal minimum wage, overtime pay, recordkeeping, and child labor requirements of the FLSA. WHD also enforces the Migrant and Seasonal Agricultural Worker Protection Act, the Employee Polygraph Protection Act, the Family and Medical



Leave Act, wage garnishment provisions of the Consumer Credit Protection Act, and a number of employment standards and worker protections as provided in several immigration related statutes. Additionally, WHD administers and enforces the prevailing wage requirements of the Davis Bacon Act and the Service Contract Act and other statutes applicable to Federal contracts for construction and for the provision of goods and services.

The mission of the Department of Labor is to foster, promote, and develop the welfare of the wage earners, job seekers, and retirees of the United States; improve working conditions; advance opportunities for profitable employment; and assure work-related benefits and rights.

Agency: Wage and Hour Division

Date: September 24, 2019

Release Number: 19-1715-NAT

Contact: Emily Weeks

Phone Number: [202-693-4676](tel:202-693-4676)

Email: weeks.emily.c@dol.gov

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From: "Cooper, Brian K" <Brian.K.Cooper@wv.gov>
To: "C L Wallace" <clwallace@upshurcounty.org>
Cc: "Kristie Tenney" <kgtenney@upshurcounty.org>, "Sam Nolte" <sizza@aol.com>, "Tabatha Perry" <trperry@upshurcounty.org>, "Terri Cutright" <terrbren@aol.com>, "Terry Cutright" <tbcutright@upshurcounty.org>
Subject: RE: Rt 33 Intersections in Upshur County
Date: 11/22/2019 12:45:09 PM

Carrie,

I apologize for the delayed response, but I just recently obtained a status report regarding the Safety Study. Our Traffic Engineering section has verified that our consultant has compiled the crash data to identify all problematic areas. Also, the consultants have developed traffic analysis models and are finishing collection of traffic volume data. While work has begun on the draft report, we do not anticipate having draft recommendations until the end of February. Thank you for your patience and feel free to contact me with any questions you may have.

Sincerely,

Brian K. Cooper
District Engineer
WVDOH District 7
Ph. 304-269-8901
Cell 304-642-0406
Brian.K.Cooper@wv.gov

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-----Original Message-----

From: C L Wallace <clwallace@upshurcounty.org>
Sent: Wednesday, October 23, 2019 8:21 AM
To: Cooper, Brian K <brian.k.cooper@wv.gov>
Cc: Kristie Tenney <kgtenney@upshurcounty.org>; Sam Nolte <sizza@aol.com>; Tabatha Perry <trperry@upshurcounty.org>; Terri Cutright <terrbren@aol.com>; Terry Cutright <tbcutright@upshurcounty.org>
Subject: Re: Rt 33 Intersections in Upshur County

Mr. Cooper,

Could you please provide the Commission with an update on the status of the traffic study for Route 33? As I am sure you have seen, there was another wreck at a Rt. 33 intersection yesterday afternoon.

Thank you for your efforts,

Carrie Wallace

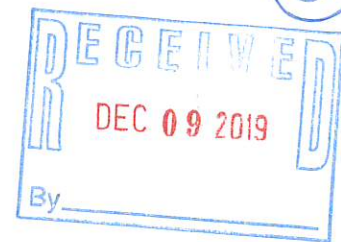


State of West Virginia

John B. McCuskey

State Auditor and
Chief Inspector

Office of the State Auditor
Chief Inspector Division
State Capitol, Building 1, Suite W-100
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305



Toll Free: (877) 982-9148
Telephone: (304) 558-2251
Fax: (304) 558-6414
www.wvsao.gov

TO: The Governing Body and Chief Financial Officer

FROM: Stuart T. Stickel, CPA, CFE
Deputy State Auditor
Chief Inspector Division

DATE: December 4, 2019

RE: **New Reporting and Examination Requirements for State Grants**

Senate Bill 345 was passed during the 2019 Legislative Regular Session. This bill amends and reenacts West Virginia Code §12-4-14 and imposes new reporting and examination requirements on local governments receiving state grants. Specifically, local governments which receive one or more state grants totaling \$50,000 or more, in the aggregate, in the state's fiscal year of July 1st through June 30th are subject to the new requirements.

For County Boards of Education and Multi-County Vocational Centers, the term "state grants" does not include state aid formula funding under the Public School Support Plan distributed pursuant to the provisions of West Virginia Code §18-9A-1, et. seq., and does not include "reimbursement grants" from the West Virginia Department of Education (WVDE) that are coded to Project 00000 since such awards do not require an application and the use of the funds is not restricted. **For Volunteer Fire Departments**, the term "state grants" does not include money received from the State Treasurer's Office for insurance surcharge made pursuant to West Virginia Code §33-3-14d, §33-3-33, and §33-12C-7 and does not include money received from the Fire Services and Equipment Training Fund as provided in West Virginia Code §29-3-5f. However, local governments should ensure that an individual grant is exempt from these requirements through confirmation with the state grantor agency.

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The Chief Inspector Division (hereinafter referred to as CID) is charged with financial oversight of local governments under the provisions of Chapter 6, Article 9 of the West Virginia Code. Therefore, CID is providing the following guidance and recommendations to local governments under its auspices:

1. The measurement period for grant revenues received by local governments is the period of July 1st through June 30th since it is based on the State of West Virginia's fiscal year. **The first state's fiscal year for which these requirements will apply is for the fiscal year ended June 30, 2020.**
2. Local governments may have agreed-upon procedures or other attestation engagement performed that test whether the grant was spent as intended.
3. In lieu of agreed-upon procedures or other attestation engagement, local governments may choose to have a financial audit performed in accordance with Generally Accepted Auditing Standards, or a single audit, which includes a *Schedule of State Grant Receipts And Expenditures* and an in-relation type audit opinion on whether the schedule is fairly stated in relation to the financial statements as a whole.
4. To alleviate a duplication of efforts and reduce costs, CID is recommending that local governments substitute a financial or single audit in lieu of agreed-upon procedures or other attestation engagement when practicable.
5. For local governments receiving one or more state grants totaling \$50,000 or more, in the aggregate in the state's fiscal year, **a financial audit, single audit, and/or report of agreed-upon procedures or other attestation engagement should be completed and submitted within two years after the local government's fiscal year end in which the grantor disbursed the state grant funds to the local government.** Audit extensions will not be granted by CID beyond the two years for entities subject to these requirements unless an agreed-upon procedures or other attestation engagement has been performed in lieu of a financial or single audit that includes a *Schedule of State Grant Receipts and Expenditures*.
6. CID will be sending out inquiries regarding state grant receipts and expenditures in approximately June to gather information to ensure compliance with this reporting and examination requirement. Your timely response to this inquiry will be greatly appreciated.
7. If you have an existing contract with a CPA firm for the fiscal year 2020 audit or after, the entity and the auditor assigned to conduct your audit engagement should discuss any increase in price. *Any Amendment to the Audit/Review Contract Agreement* must be agreed upon, signed by both the local government and the CPA, and then submitted to CID for approval. Any additional cost is subject to the cost limitations for Class IV Municipalities imposed by West Virginia State Code.

Further, CID would like to provide local governments with the following guidance regarding additional requirements of amended West Virginia Code §12-4-14 and Legislative Rule Title 148 Series 18:

1. Local governments should inform, in writing, any state grantor agencies which provided funding during a fiscal year that the financial or single audit report, which satisfies the requirements of West Virginia Code §12-4-14, is available at the WVSAO website.
2. Local governments which have agreed-upon procedures or other attestation engagement to test whether the state grants were spent as intended should provide that report to the appropriate

state grantor agencies upon completion. Information about the elements required to be included in an agreed-upon procedures or other attestation engagement can be reviewed in Legislative Rule §148-18-3.

3. The local government is required to file a sworn notarized statement of expenditures with the grantor, within two years of the local government's fiscal year end in which the grantor disbursed the state grant funds to the local government, when
 - (1) revenues received from the state grant, in the aggregate, total \$50,000 or more in the State's fiscal year and a financial or single audit is performed in lieu of the agreed-upon procedures or other attestation engagement; or
 - (2) revenues received from the state grant, in the aggregate, in the State's fiscal year are **less** than \$50,000.
4. At a minimum, the sworn statement shall include:
 - i. Name, address, telephone number, FEIN of the grantee.
 - ii. Identifying information about the grant.
 - iii. Period Covered.
 - iv. Total amount of the award.
 - v. Funds received under the grant during the period.
 - vi. A listing of expenditures to include, at a minimum, the level of detail as contained within the related grant budget.
 - vii. Ending balance, if applicable.
5. Information about the form of a sworn statement can be reviewed in Legislative Rule §148-18-5.

CID is providing these recommendations and guidance to assist local governments in complying with the new state grant legislation which **was not** initiated by the State Auditor's Office. We consulted with the Legislative Auditor's Office in formulating these recommendations. Specific questions related to state grants that your government or agency may have received should be directed to the appropriate state grantor agency. Your cooperation is greatly appreciated, and if you have any questions please contact Michelle Hodge, Audit Procurement Manager, at 304-558-2261 extension 2411 or at cpaaudits@wvsao.gov.

UPSHUR COUNTY COMMISSION

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

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

TDD Numbers
Business: 472-9550
Emergency: 911

December 6, 2019

Carroll & Elouise Chapman
897 Upper Pecks Run Road
Buckhannon, WV 26201

Certified Mail with Return Receipt

Subj: Petition for Order --- Case Number: 101118-01

Mr. and Mrs. Chapman,

The Upshur County Commission discussed the status of your property during their regularly scheduled Commission Meeting on December 5, 2019. During that meeting they were informed that you plead guilty to two offenses during a hearing held in Upshur County Magistrate Court on November 22, 2019.

The Upshur County Commission will hold a hearing to discuss the condition of your property on Thursday, January 30, 2020 at 9:05 a.m. Photographs of your property will be taken and provided to the Commission by the Upshur County Safe Sites and Structures Enforcement Officer prior to that date. If you have any questions, please feel free to contact our office.

Best regards,



Tabatha R. Perry, Assistant County Administrator

Cc: Greg Harris, Safe Sites & Structures Enforcement Officer

**UPSHUR COUNTY BUILDING PERMITS
NOVEMBER 1, 2019 - NOVEMBER 15, 2019**

[illegible]

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LEWIS-UPSHUR ANIMAL CONTROL FACILITY		
MONTH OF November 2019		
	UPSHUR	LEWIS
ADOPTIONS		
CASH	\$250	\$170
CHECK	\$20	\$20
E STORE CREDIT CARD	\$145	\$100
SUBTOTAL	\$415	\$290
SPAY/NEUTER DEPOSIT		
CASH	\$350	\$150
CHECK	\$50	\$50
E STORE CREDIT CARD	\$200	\$50
SUBTOTAL	\$600	\$250
BOARD RESCUE		
CASH	\$10	\$0
CHECK	\$0	\$0
E STORE CREDIT CARD	\$0	\$10
SUBTOTAL	\$10	\$10
MICRO-CHIPPING		
CASH	\$0	\$0
CHECK	\$0	\$0
E STORE CREDIT CARD	\$13	\$0
SUBTOTAL	\$13	\$0
DONATIONS		
CASH	\$0	\$0
CHECK	\$0	\$0
E STORE CREDIT CARD	\$0	\$0
SUBTOTAL	\$0	\$0

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OTHER		
TOTAL	\$1,038	\$550

EXPLANATION:

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LEWIS-UPSHUR ANIMAL CONTROL FACILITY REPORT
ACCOUNT OF CATS
JANELLA COCHRAN, SUPERVISOR OF ANIMAL SERVICES
(November) 2019

TRANSACTION	UPSHUR	LEWIS	TOTAL
Cats brought in by City Trapper	0	0	0
Cats brought in by Animal Control Officer	0	0	0
Cats brought in by County Residents	18	21	39
Cats brought in by Law Enforcement	0	0	0
Cats in Drop Box	0	0	0
Cats Quarantined	0	0	0
Cat returned to owner	0	0	0
Cats Escaped	0	0	0
Adoptions:			
With Charge	8	3	11
Without Charge	0	0	0
Rescues:			
With Charge	0	0	0
Without Charge	6	1	7
Euthanasia:			
Owner Request	0	0	0
Other	5	17	22

Janelle L Cochran
 Signature

12-3-19

Date

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LEWIS - UPSHUR ANIMAL CONTROL FACILITY
ANIMAL REPORT (December 3, 2019)
ACCOUNT OF ANIMALS HOUSED AT THE LEWIS - UPSHUR ANIMAL CONTROL FACILITY
FOR THE MONTH OF (November) 2019

TRANSACTION	UPSHUR	LEWIS	TOTAL
Dogs brought in by Animal Control Officer	7	10	17
Other Animals brought in by Animal Control Officer	1	0	0
Dogs brought in by County Residents	14	2	16
Dogs brought in by Law Enforcement	0	0	0
Dogs in Drop Box	1	0	1
Dogs Quarantined	1	0	1
Dogs Returned to Owner	5	2	7
Dogs Escaped	0	0	0
Adoptions:			
With Charge	10	7	17
Without Charge	0	0	0
Rescues:			
With Charge	1	1	2
Without Charge	2	3	5
Euthanasia:			
Owner Request	0	0	0
Other	0	0	0

Jamelle L Cochran
 Signature

12-3-19
 Date



DUSTIN HOLLEN, ANIMAL CONTROL / HUMANE OFFICER

MONTHLY ANIMAL REPORT

November 2019

TRANSACTION	#
Animals picked up by ACO:	8
Dogs	7
Other	1
Animals returned to Owner by ACO:	0
Dogs	0
Other	0
Animals Delivered to LUACF:	8
Dogs	7
Other	1
Animals Quarantined by ACO:	1
Dogs	1
Other	0
Animals Terminated:	0
Dogs	0
Other	0
Total Number of Hours Involved	84

Dustin L. Hollen
Signature

12-2-19
Date

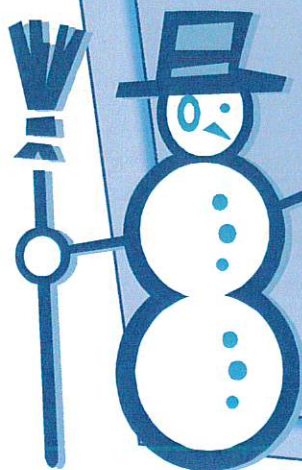
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Christmas Floral Arrangement Class

December 19, 2019

6:00pm

Upshur County Extension Office
91 West Main Street Suite 102
Buckhannon, WV 26201
304-473-4208



Cost is \$30 to cover supplies. Must pre-register and pre-pay at the Extension Office. All participants will be going home with a live floral arrangement in a reusable winter container. Limited number of seats available.

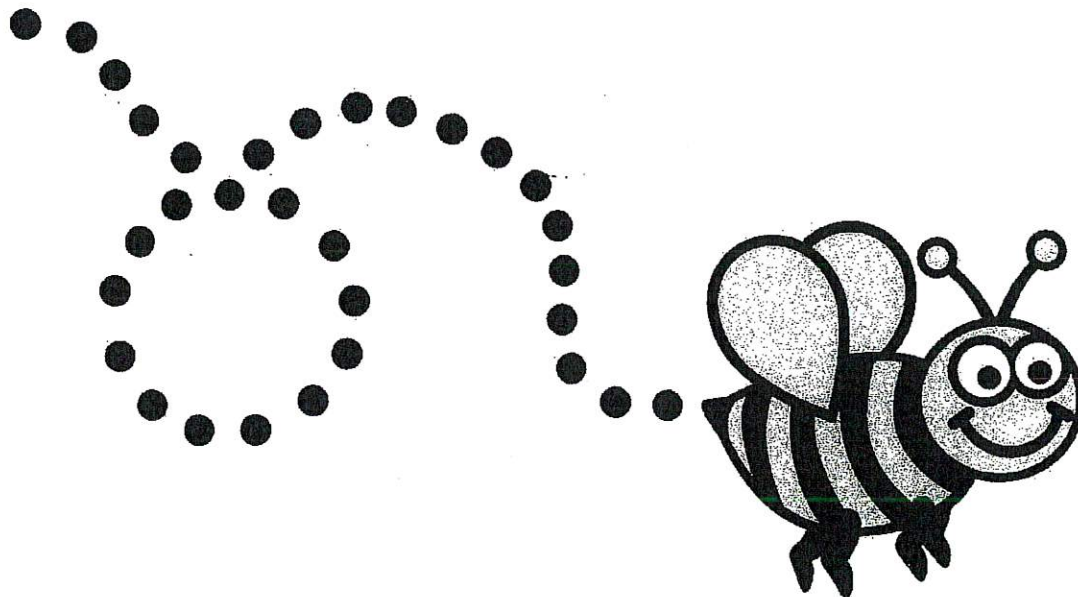


Upshur Arts Alliance 5th Annual Community Spelling Bee

The buzz is beginning in anticipation of the 5th Annual Upshur Arts Alliance, Inc. Spelling Bee to be held at the Event Center at Brushy Fork on **January 24, 2020**.

The first forty (40) teams of four (4) spellers will participate in this funny and fun fundraising event. Please complete the attached registration form and return to either David Thomas or Vera Bennett. Participants must be 18 years of age or older.

The \$100.00 fee to accompany each team entry will be your tax-free contribution in continuing to make Buckhannon shine!





Registration

Non-profit FEIN 311070207

Spelling Bee

Upshur Arts Alliance, Inc.

Friday, January 24, 2020

Event Center at Brushy Fork

6:00 PM – 9:00 PM

Sponsor:

Name of individual or business

Team Name:

Example: The Doughboys (make us laugh)

Team Members:

Mailing Address

1) _____

2) _____

3) _____

4) _____

Please send completed registration form by January 10, 2020, along with a check for \$100.00 made payable to Upshur Arts Alliance, Inc., to:

David Thomas
29 Arnold Avenue
Buckhannon, WV. 26201

OR

Vera Bennett
133 Ashley Lane
Buckhannon, WV. 26201

Questions? Contact David Thomas @ (304) 472-7007

OR

Vera Bennett @ (304) 613-7703

UPSHUR COUNTY SENIOR CENTER



TO: Upshur County Senior Center Board of Directors

FROM: Sarah Campbell/Ransom Hackett

MEETING: Senior Center Board of Directors

DATE: December 11, 2019

TIME: 12:00 PM

PLACE: Board Room

Lunch: 11:30 in Nutrition Site

Minutes Attached

Director's Report Attached

Finance Report Attached

AGENDA

Call to Order

Roll Call

Approval of Minutes

Directors Report

Public Comments

Financial Report

Previous Business

New Business

CoPilot/EVV Review

Christmas Family Fundraiser

Personnel Matters

Next Meeting

Adjournment

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Tennerton PSD
Meeting Agenda
December 11, 2019
2:00 pm

- A. Call meeting to order.
- B. Reading / correction / approval of November minutes.
- C. Financial report and approval of bill payments.
- D. TPSD maintenance report.
- E. New service report.
- F. Shut off report.
- G. Customer leaks and adjustments.
- H. Annual report.
- I. Customer complaints.
- J. Info requested by City Attorney and Circuit Court Summons.
- K. Adjournment .

Buckhannon-Upshur Airport Authority Agenda

Buckhannon-Upshur Airport Authority-W22 Terminal Building

Thursday, December 12, 2019 at 4:00 pm

- A. Call to order
- B. Recognized guests and public comment period
- C. Officer/Committee/Consultant Reports:
 - President's Report – President Clemens
 - Treasurer's Report – Phil Loftis, Treasurer
 - Approval to pay WV State Auditor invoice #19378 for the FY 2018 financial audit; \$4,230.00
 - Approval to remove the old lighting and install four new LED lights in hangar B1. The estimate from Crite's Electric is \$1,621.80
 - Approval to pay WVCorp invoice #63174 for the quarterly workers' comp installment; \$693.50
 - Approval of a budget for terminal building furnishing
 - Approval for draft 2019-2020 budget
 - Secretary's Report – Brian Huffman, Secretary
 - Engineering Reports – Chapman/Technical
 - 2020 Runway Rehabilitation Project
 - Operations – Jamie Wilt, Jennifer Powers
 - Budget for terminal building furnishings
 - Fuel Prices/Inventory
 - Mark Davis's (AirTech) plane is at a south apron tie down
 - Lounge cable and data hook up is in process
 - Steve Shriver about his plane tied down on the north apron - It was in AirTech's hangar
- D. Consent Agenda:
 - Approval of Minutes
 - Approval of Treasurer's Report
 - Authorization for payment of the bills
- E. Items Removed from the Consent Agenda for discussion and vote:
- F. Old Business:
 - New hangar space requests/applications/updates
 - Plan to initiate the new terminal building (furnishings, equipment, move-in, grand opening ceremony, etc.)
 - Data processing equipment purchase approval
- G. New Business:
- H. Board Member Comments and Announcements
- I. Adjournment



Upshur County Convention & Visitors Bureau
December 12th, 2019 Agenda

- Call Meeting to Order
- Approval of Minutes
- Treasurer's Report
- Director's Report
 - Mountaineer Trail Network; Senate Bill 317 of 2019 Legislative Session
 - Walking Dinner Tour *Winter Walk*
 - **Community Partnerships:** Christmas Scavenger Hunt, Tree & Wreath Auction
 - **Upcoming Ads:** 2020 WV Travel Guide, Winter issue of WV Living, WV Executive, Discover WV, social media
 - Strawberry Market
- Event Center Manager's Report
 - **Past Events:** Craft Show, Holiday Parties, Sports Banquets, Comedy Show
 - **Upcoming:** Holiday Parties, Elimination Dinners
 - **Updates:** BINGO License, Alcohol Distributors
- Old Business:
- New Business:
- Motion to Adjourn Meeting

NEXT MEETING: **January 9th, 2020**

Notice of Meeting

for

Upshur County Fire Board, Incorporated

(Statutory Corporation per Chapter 7 Article 17 of the WV Code)

Location: Upshur County Administrative Annex, Suite 101, 91 W. Main Street
Date: Tuesday, December 17, 2019
Time: 6:30 p.m.

AGENDA

Call Meeting to Order

Approval of Minutes---November 19, 2019

Public Questions/Comment Period

Report from Fire Fee Clerk on Collections and/or Operational Procedures

- Cumulative report
- Reminders update

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 11/30/2019---TBD prior to meeting
- Disbursement from Chief Tax Deputy for November---TBD prior to meeting

Payment of Bills/Invoices

- Software Systems---Invoice---Maintenance Charge November---\$206.00
- Hart Office Solutions---Invoice #198799---11/19/2019-2/19/2019---\$148.84
- Upshur County Commission---Reimbursement---Mileage/Audit Training---\$25.40

Discussion/Approval of 2nd 2019 Disbursement to VFDs

Review and Approval of Corrective Tickets and Exonerations

Other Items/Matters to Consider

Date of Next Meeting---January 21, 2020---Adjournment

**Upshur County Family Resource Network
General Membership Meeting
October 14, 2019
Meeting Minutes**

Board Members present: Susan Duranti, Dr. Joseph Reed, Addie Helmick, Matt Kerner, Jodi McQuillan, Debora Brockleman, and Kristie Tenney.

Board Members not present: Tina Helmick, Jodie Akers, Tonya Kittle, and Phyllis Sembello.

Staff: Lori Ulderich Harvey, and Ginny Dixon.

- **Community Members present:** Beth Rogers (UCPL), JW Brubaker, Jr. (Opportunity House), Angie Hinchman (WVBTT), Donna Thomason (Upshur Human Resources/Head Start), Sarah Taylor (Youth Health Services), Kelsie Lantz (Youth Health Services), Mary Blake (BUMFS/SAH), Anne Chopyak (community), Delora Kittle (BUMFS/SAH), Paula Hinzman (DHHR), and Ryan Poling (NWVCIL). Additionally, 2 members of the media (WBOY-TV; The Record Delta newspaper) were present, as well as Beth Bohman, a friend of the Withey family.

Opening/Invocation: Dr. Joseph Reed, Board chair, opened the meeting. Susan Duranti, Board Vice-Chair, provided our invocation.

Introductions: Introductions were made around the room, each sharing his or her group affiliation where appropriate. Beth Rogers, Assistant Librarian at UCPL, will be coming onto the FRN Board. Paul Hinzman noted that she was among those individuals who formed the group that would go on to become the Upshur County Family Resource Network (incorporated in 1995, so 25 years old in 2020). This initial group included law enforcement, hospital staff and other agencies.

FRN Director's Report: Lori distributed flyers for the upcoming **Trunk or Treat** (October 30th), and noted that participants are preparing for 750 children. The Pallottine Foundation did not fund the **foster care/adoption support group** this year but did provide some funding for the community baby shower. This group so far has had a July pool party and a movie night in September. Lori is continuing to work with Sarah Campbell on the **Healthy Grandfamilies** initiative, which is linked to WV State University. A steering committee or coalition is needed for this program that will last for 9 weeks (1 topic a week) once it gets going. Target start date is next Winter or Spring (2020). There will be an educational component to the program (learning about healthy foods and healthy habits).

Guest speaker: Gwyn Thorn, author of Love Blue-Amanda's Story, spoke of her journey in writing this book about her (adopted) granddaughter Amanda, who on October 24, 1994 was the victim of a heinous crime in this community. Gwyn offered thanks to the doctors and nurses at St. Joseph's Hospital, and to Paula Hinzman (DHHR caseworker for Amanda), and to Bill Thurman, prosecuting attorney for this case. While the circumstances around Amanda's abuse were horrific, Gwyn focused on how Amanda communicated with her eyes and stated that "Amanda became a beacon to everyone she came in contact with" and "Amanda talked to people through her eyes." This community came together over Amanda's story, and a small group of people became the beginning of the Upshur County Family Resource Network (incorporated in 1995). Gwyn stated that Amanda's message to the world was: 'Love God. Love people. Smile.'

Jennifer Withey, who along with her husband Paul, fostered then adopted Amanda, was present today, and added that she feels it is important to keep Amanda's memory alive; Amanda died in 2016. Also present at our meeting was **Paula Hinzman**, who spoke of the emotional time she

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had as a young caseworker being assigned to Amanda when the 9-1-1 call came in, and of the pressure to get a placement for her. Paula spoke of how the Withey family and extended family members "loved Amanda to the fullest" during her lifetime with them. **Bill Thurman**, who handled the adoption for the Witheys, shared that he has great admiration for Jennifer and Paul Withey, calling them "special people that walk and live among us." Bill called child abuse the "ugly underbelly of society" and encouraged people to speak up if you see something. Prior to this FRN meeting, there was picture-taking and a check presented from Gwyn to the UCFRN, representing a portion of her book sales.

Information Sharing:

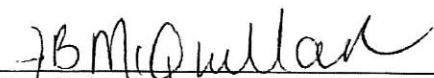
- **Ginny Dixon** provided flyers for Literacy Volunteers of Upshur County's Fall Book Sale being held Nov. 8 & 9. A sign-up sheet for volunteers was also made available. LVUC can also use donations of beverages, donuts, etc. for the volunteers working on the sale.
- **Donna Thomason** shared that Upshur Human Resources has a couple openings for community representatives on their Policy Council (which is a part of the administrative board for Head Start). Policy Council meets the 4th Tuesday of the month at 10:00 am at the Church of God, except this month will meet the 5th Tuesday. Members can only serve a total of 5 years in a lifetime. Donna also noted that there are 193 families being served by Head Start currently, plus they have pre-K classes.
- **Beth Rogers**, Assistant Librarian at Upshur County Public Library, reports that they are serving as an outreach location for WVWC student nurses, who will be providing free blood pressure checks from 10 am to 1 pm on Oct. 24th, Oct. 31st, and Nov. 7th.
- **Matt Kerner**, director of Opportunity House, reported that during the week of Nov. 18th they will be holding a recovery coach academy (training) and are looking for people with some time in recovery already.
- **Dr. Joseph Reed** shared that on Oct. 26th at 7:00 pm, the Presbyterian Church will provide a musical program along with the history of this church. The public is invited. He also noted that there will be a visiting preacher on Oct. 27th for 11:00 am worship service.

Our next meeting will be December 9, 2019 at 12:00 noon. NO November meeting.

Respectfully submitted,


Ginny Dixon, Administrative Assistant
Upshur County FRN


Board Member


Board Member



Elkins Road Public Service District
Board of Directors' Regular Meeting
November 5, 2019

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Tuesday, November 5, 2019.

Chair, Carey Wagner, called the meeting to order at 5:30 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair-Carey Wagner, Secretary-Larry Heater and Board Member-Sonny Matthews

Staff Present were: Office Manager-Carolyn Douglas, Billing Clerk-Linzy Wilson, System Operator-David Wamsley

Unless otherwise stated all motions passed by vote 3-0.

Recognize that two (2) customers were present.

APPROVAL OF MINUTES

Minutes of October 1, 2019 Regular Monthly Meeting were presented for approval. Sonny Matthews made a motion to approve the minutes of the meetings as presented. Larry Heater seconded the motion. Motion carried

APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

Carey Wagner presented the Financial Report. Sonny Matthews made a motion to approve the financial report and pay the bills to date. Larry Heater seconded the motion. Motion carried

QUALITY WATER SERVICES, LLC

Alan and Stephanie Westfall dba as Quality Water Services, LLC attended the meeting to discuss options for being back up for our system operator if needed. We explained that we cannot enter into a contract at this time or pay an on call fee on a monthly basis. We would rather call them on an as needed basis. Since they have no standard fees in place at this time, the charges would be discussed at the time of engagement. Both parties were satisfied with those arrangements at this time.

PHASE III EXTENSION PROJECT

No invoices were presented by Region VII for payment.

(57)

Elkins Road Public Service District
Board of Directors' Regular Meeting
November 5, 2019

PHASE III EXTENSION PROJECT

Carolyn Douglas brought the Board members up to date on the progress of our Phase III Extension. We have the appraisals for the booster station property acquisitions and now only need the ROW's (one has agreed to sign and that leaves four (4) that need to be signed) however, it will probably be done through condemnations to acquire right of entry through the court as these people have not responded to any correspondence sent by our lawyer to date. Region VII is going to request an extension for the binding commitment in order to allow the ROW's to be completed.

MAINTENANCE

Dave Wamsley, System Operator, discussed the October Maintenance Report which he had prepared for the meeting. Dave explained that we had repaired five (5) leaks and installed three (3) new water taps in October. We still have five (5) more taps to install as well as two (2) more leaks to repair so far. When asked if all pump stations had been winterized by the Board Dave said that the heat was on in each pump station.

There being no further business, the meeting adjourned on motion made by Sonny Matthews and seconded by Larry Heater. Meeting adjourned at 6:20 p.m.

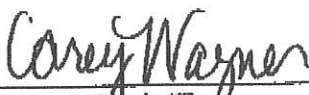
The next regular monthly meeting will be held on Tuesday, December 3, 2019 at 5:30 p.m.


Respectfully submitted:


ERPSD Board of Directors Secretary, Larry J Heater//CD

Attachments: Agenda
Sign In Sheet
Copy of Financial Report

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
Larry Heater


Board Member
Sonny Matthews

Note: Recorded Meeting

For the period from November 1 to November 30, 2019									
Page 2									
Date	Check #	Payee	Pay Today	Deposit	11/12/2019	11/19/2019	11/26/2019		
11/5/2019	15412	Carey Wagner	\$125.00						
11/5/2019	15413	Dept. of Highways-District 7	\$51.00						
		WV CoRP							
11/5/2019		WV Municipal Bond Comm. EFT	\$3,290.00						
11/5/2019		WV Municipal Bond Comm. EFT	\$4,369.89						
11/5/2019	15414	US Postmaster/Billing							
		Payroll				\$2,800.00			
11/8/2019	15415	Carolyn S Douglas	\$996.01						
11/8/2019	15416	David M Wamsley	\$1,167.72						
11/8/2019	15417	Nora L Wilson	\$655.02						
		Total	\$39,442.45	\$25,500.00	\$0.00	\$16,451.75	\$773.00	\$0.00	
Grand total for month:									
\$56,667.20									
Note: MonPower Auto Deducts average									
per month is approximately: \$2,000.00									

ELKINS ROAD PSD 2 - CHECK REGISTER						
For the period from November 1 to November 30, 2019						
Date	Check #	Payee	Pay Today	Deposit	11/12/2019	11/19/2019
11/5/2019	1057	Elkins Road PSD #131		\$25,500.00		
	1058	Elkins Road PSD #131				
11/5/2019		WV Consolidated Public Retire. EFT	\$1,070.23			
11/5/2019		Chase - 941 Deposit EFT	\$1,723.60			
11/5/2019		WV State Tax Dept. EFT	\$327.00			
11/5/2019	15392	Atlas Group LLC	\$11,404.25			
11/5/2019	15393	Carolyn Douglas	\$41.06			
11/5/2019	15394	Nora Wilson	\$69.60			
11/5/2019	15395	City of Buckhannon	\$31.13			
		City of Buckhannon			\$11,356.75	
11/5/2019	15396	C I Thornburg Co	\$2,063.60			
11/5/2019	15397	Core & Main	\$3,483.66			
11/5/2019	15398	Clarksburg Water Board	\$69.00			
		ERPSD-4712 (R&R)				
		ERPSD-4704 (R&R)				
		ERPSD-4720 (R&R 98 BOND)				\$773.00
		ERPSD-4712.2 (A&T)				
11/5/2019	15399	Ford Motor Credit	\$582.16			
11/5/2019	15400	Frontier	\$256.06			
11/5/2019	15401	Larry J. Heater	\$125.00			
11/5/2019	15402	HREA	\$208.84			
11/5/2019	15403	Sonny Matthews	\$125.00			
11/5/2019	15404	Monpower	\$249.38			
11/5/2019	15405	Mountain State Pest Guard	\$28.75			
11/5/2019	15406	Quill	\$181.25			
11/5/2019	15407	Randall Osburn	\$1,000.00			
11/5/2019	15408	Randall Osburn	\$560.86			
		Rural Development			\$2,295.00	
11/5/2019	15409	Triple L Mart	\$320.01			
11/5/2019	15410	Tetrick & Bartlett, PLLC	\$4,800.00			
11/5/2019	15411	US Cellular	\$67.37			

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HODGESVILLE PSD MONTHLY MEETING

November 6 2019

4:00PM

The rescheduled monthly meeting of the Hodgesville PSD was called to order at the District Office at 188 Fayette St. Buckhannon WV on the above date and time.

In attendance were Robert Wright, Chairman; Roger Ward, Secretary, Howard Cutright, Member, Terry Gould, Manager; Barbara Curry, UBS, Inc.

The reading of the October 1, 2019 minutes were read and approved.

Terry Gould presented the monthly financial reports and bills to be paid. A motion to pay bills by Robert Wright, seconded by Howard Cutright.

The monthly billing and accounts receivable were reviewed by all members present. The PSD is still sending 6.42 percent of receivables to the Utility Boards for the Districts arrears.

The Board reviewed the shut offs for past due payments for the month of October 2019.

Credit memos for the month of October 2019 were reviewed and approved.

Terry Gould discussed the following topics:

*Hodgesville PSD received a call from the PSC of WV notifying the PSD that we would be receiving by email a complaint filed by a James Kimble. Mr. Kimble is the Fire Chief for the City of Buckhannon. The response letter to this complaint was read allowed, approved and signed. A copy is attached and made part of these minutes.

*The Stackpole/Casada Tap on the Ira Moore Rd was installed for a new service. Carl Hall's tap was relocated as discussed at last month's meeting.

*Six water leaks were repaired in October. Those being Charlottes Way, Rt 20 at Primoveros, Hall Rd across from Everett Post at the near the Davis residence, Rt. 20 at Knob Vista, Claypool Hollow and a 6 in main near the railroad crossing at Pecks Run Station. Hoping to see a difference in water bill due to this 6 inch break. However, the

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City read the meter on October 9th and Ringers, Inc. fixed the leak on October 10th. Hopefully next month.

*The Board approved the rate increase to \$1500 starting in January 2020 for Quality Water Services LLC. Alan Westfall does all the testing and correspondence with the WV Health Department. Motion made by Howard Cutright and Seconded by Roger Ward.

*The District reviewed work orders for the month of October and discussed further leak detection.

*The year end financial statements and annual report along with the budgets are almost complete and will be available at the December meeting. Once completed we will supply copies to the City of Buckhannon per the Freedom of Information Act. The PSD feels that this comes from Terry Gould attending a County Commission meeting in regard to Tennerton PSD where County Commissioner, Terry Cutright ask Terry Gould if Hodgesville PSD could supply water to the left side of Corridor H.

Nancy Hoskins has contacted the PSD regarding water to 4 customers at the top of Forest View Estates. We will need to contact Thrasher Engineering to see if possible.

The Board approved the PSD to begin doing Ach credits and accepting credit cards as soon as First Community Bank can do the set up. Motion by Robert Wright and seconded by Roger Ward.

There being no further business to discuss the meeting adjourned @ 4:55.

Approved by: Howard Cutright MPSD member

(2)

HODGESVILLE PSD
188 FAYETTE STREET
BUCKHANNON, WV 26201
304-472-1904

November 6, 2019

David L. Acord II, Director
Water and Wastewater Division
West Virginia PSC
PO Box 812
Charleston, WV 25323

Attention: Markita Black – Complaint Division

Re: 2019W-03938-PWD-CTMIS
James Kimble Complaint

In answer to the informal complaint, the Hodgesville Public Service District offers the following information regarding Mr. Kimble's complaint.

In research of the Hodgesville PSD records, we cannot find that the Buckhannon Fire Department Fire Chief James B. Kimble contacted the district office regarding any repair records. Had Mr. Kimble first contacted the Hodgesville PSD, he would have understood we have an excellent repair record. Yes, the Hodgesville PSD has had a high unaccounted water loss, but the district is 40 years plus in age; the service lines to the customers are failing frequently, we have experienced two road slippages that took out several feet of 6" main line, and many other various age related leaks. Enclosed is a copy of the Hodgesville PSD repair work orders showing significant repair history of 58 work orders in the past 6 months.

It should also be noted that the district has repair expenditures of \$100,835.84 in the year ended June 30, 2019, and owed the City of Buckhannon \$127,040.30 past due water purchases. This is being addressed by a Public Service Commission order that 6.42% of monthly revenue receipts be submitted to the City of Buckhannon until past due amounts are paid. This payment along with other required debt payments and routine expenditures can create a leak to not be repaired timely due to a lack of current funds to pay the outside contractor, but all leaks are repaired.

As further offered in rebuttal of Mr. Kimble's complaint, attached is a copy of Ringer Inc. repair invoices for the last 6 months detailing repair time and machine cost for the Public Service Commission's review.

It is of high disappointment that an official of the City of Buckhannon in a high management position would contact the office of the Honorable Governor Jim Justice without contacting the Hodgesville PSD or with respect, first file a complaint with the West Virginia Public Service Commission Complaint Department who

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has an excellent record of complaint filings investigations. Mr. Kimble seems, by his own statements to have access to city records in regard to the Public Service Districts of Upshur County, but has failed to have correct data to substantiate his need for complaint.


In summary, Hodgesville PSD will continue to correct known deficiencies within our distribution system. At present, Thrasher Engineering is preparing a project that will contain funds for service line and meter replacement.

Also the Hodgesville PSD Board is contemplating a PSC request for additional Tariff Rules to help with the repair and replacement costs. Pictures of recent repairs of failures are enclosed as examples of ongoing problems that have occurred.

It is the desire of the Hodgesville Public Service District that this reply to Mr. Kimble's concerns will properly explain the items of his complaint.

Please contact the District should further information or data be desired.

Sincerely,



Terry N. Gould, Manager
Hodgesville Public Service District



Robert L. Wright, Board Chairman
Hodgesville Public Service District

cc: David McCauley, Mayor of Buckhannon
Lindsey Atkins, Case Worker, Office of Governor

r City of Buckhannon Directory
Work Orders
Repair Invoices
Repair Example Pictures