

Upshur County Commission Meeting Agenda

- Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-717-275-8940 or 1-712-832-8330
Access Code: 898 8882 to enter the conference call
- Date of Meeting: July 9, 2020
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
- June 18, 2020
 - June 25, 2020
- 9:15 a.m. Sheriff David H. Coffman requesting the employment of Adam Gissy as Prevention Resource Officer Supervisor, effective August 1, 2020. Upon approval, Mr. Gissy will be paid under the guidelines set forth in the Memorandum of Understanding with the Board of Education. *
- Item may lead to Executive Session per WV Code §6-9A-4* Page 6
- 9:30 a.m. Discuss Humphrey Case Number 121318-01 (Washington Tax District – Tax Map 6L – Parcel Number 11.3) – The Order Setting Forth Findings of Fact and Conclusions of Law entered on January 9, 2020 provided the property owner with ninety (90) calendar days to have all debris and trash removed from the property. The hearing on April 9, 2020 was cancelled due to COVID-19.
- 9:45 a.m. Discuss Riffle Case Number 61319-02 (Banks Tax District – Tax Map 3P – Parcel Number 20.1) The Order Setting Forth Findings of Fact and Conclusions of Law entered on January 31, 2020 provided the property owner with sixty (60) calendar days to have all debris and trash removed from the property. The hearing on April 2, 2020 was cancelled due to COVID-19.

Items for Discussion / Action / Approval:

1. Consider requesting time limits for fireworks within Upshur County. *
2. Correspondence from Michelle Vass, Controller, enclosing Depository Bonds of First Community Bank for the period July 1, 2020 through June 30, 2021 for deposits in the name of the Sheriff of Upshur County. Approval of all the terms in full contained within the letter of credit from First Community Bank for the period of July 1, 2020 through June 30, 2021 in the amount of nine million dollars and accepting the letter of credit in lieu of bonds as presented. * Page 7-10
3. Approval and signature of the Upshur County Flood Control Dam and Channel Operation, Maintenance Funding Agreement in the amount of \$4,000. Annual contributions will be used to address the operation and maintenance of the Peck's Run Watershed. * Page 11-13
4. Approval and signature of Upshur County Basic Ordering Agreement for Courthouse Network Support, Administration & Consulting with Global Science and Technology, effective July 1, 2020. These services will be billed on a monthly basis in the sum of \$1,790. * Page 14-23

5. Correspondence from Judith L. Williams, Director of James W. Curry Public Library, requesting approval of the expenditure of \$175 payable to Skateland for rink rental on August 4th. This is for the grand finale event for the “Imagine Your Story” summer reading program. * Page 24
6. Review and approval of the Weyerhaeuser Giving Fund Grant Application in the amount of \$317,107.55 on behalf of the Upshur County Youth Camp. * Page 25
7. Correspondence from Skip Gjolberg, President of the UCDA, requesting the appointment of Wanda Bailey, Kelly Davis, Skip Gjolberg, Rick Simon and Connie Tenney to the UCDA Board. Upon approval, these terms will begin on July 1, 2020 and expire on June 30, 2023. * Page 26
8. Correspondence from Tabatha R. Perry, Assistant County Administrator, requesting the appointment of Delmas Woody and Josh Hinchman as the Upshur County representatives on the Mountaineer Trail Network Authority, effective July 1, 2020. Upon approval, Mr. Woody will serve a four-year term as the landowner representative and Mr. Hinchman will serve a two-year term as the recreation industry representative. * Page 27
9. Correspondence from Virgil LaRosa requesting reappointment to the Buckhannon-Upshur Airport Authority. Mr. LaRosa’s current term expires on June 30, 2020. Upon approval, Mr. LaRosa’s new term will expire on June 30, 2023. * Page 28
10. Correspondence from Joyce Harris-Thacker requesting reappointment to the Upshur County Solid Waste Authority. Ms. Thacker’s current term expires on June 30, 2020. Upon approval, Ms. Thacker’s new term will expire on June 30, 2024. * Page 29
11. Review and approval of Upshur County E-911 Assistant Director Job Description. * Page 30-34
12. Discussion and approval of full-time WVU Upshur County Extension Service 4-H Assistant advertisement. Applications are to be received before the close of business on Friday, July 24, 2020. * Page 35
13. Correspondence from Sheriff David H. Coffman requesting the seasonal employment of Arlene Harper as Tax Deputy. Upon approval, Ms. Harper’s employment will begin July 13, 2020 through August 23, 2020 at the pay wage rate of \$10 per hour. * Page 36
Item may lead to Executive Session per WV Code §6-9A-4
14. Correspondence from Steven B. Nanners, on behalf of the Civil Service Board, certifying three candidates for the vacant Deputy Sheriff position. * Under separate cover
Item may lead to Executive Session per WV Code §6-9A-4 (A)
15. Correspondence from Carrie L. Wallace, County Administrator, requesting the part-time temporary employment of Emily Adams, housekeeper. Upon approval, Ms. Adams will cover upcoming vacations in July and additional shifts as needed. She will work approximately 20 hours per week at the pay wage rate of \$10 per hour. * Page 37
16. Approval of Lewis–Upshur Animal Control Facility Volunteer Abigail Casto. * Under separate cover
17. Approval of Lewis-Upshur Animal Control Facility Canine Foster Care Application and Foster Agreement.* Page 38-43

18. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports **3**
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. Correspondence from John B. McCuskey, WV State Auditor, announcing this year's In-Service Training Seminar to be held August 2nd through 4th at Canaan Valley Resort and Conference Center in Davis, WV. According to WV Code §7-7-2, each official and, at his or her option, one or more of his or her employees shall participate in the program established by the State Auditor. Page 44-45
2. Correspondence from Carrie L. Wallace, County Administrator, to Chief Circuit Judge Kurt Hall requesting permission to process payment from the Worthless Check Fund for Magistrate Court Bailiff Services for fiscal year ending June 30, 2020. This invoice is in the amount of \$8,610. Page 46-48
3. Executed CARES Act Airport Grants Agreement between the Buckhannon-Upshur Airport Authority, Upshur County Commission and the United States of America (acting through the Federal Aviation Administration), to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. The maximum obligation payable is \$20,000 and funds may be used to reimburse airport operational and maintenance expenses incurred no earlier than January 20, 2020. * Page 49-72
4. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - b) Agendas and/or Notice of Meetings:

• City Council of Buckhannon	July 2, 2020	<u>Page 73</u>
• Lewis-Upshur Community Corrections Program Board	July 6, 2020	<u>Page 74</u>
• Elkins Road PSD	July 7, 2020	<u>Page 75</u>
• Upshur County Convention & Visitors Bureau	July 8, 2020	<u>Page 76</u>
• Upshur County Senior Center	July 8, 2020	<u>Page 77</u>
• Buckhannon-Upshur Airport Authority	July 9, 2020	<u>Page 78</u>
• Upshur County Safe Structures & Sites Enforcement Board	July 9, 2020	<u>Page 79</u>
 - c) Meeting Minutes:

• James W. Curry Library/Park Advisory Board	October 23, 2019	<u>Page 80-82</u>
• Upshur County Fire Board	May 19, 2020	<u>Page 83</u>
 - d) Meetings:

• 07/14/20	5:30 p.m.	Elkins Road PSD
• 07/07/20	4:00 p.m.	Hodgesville PSD
• 07/02/20	7:00 p.m.	Banks District VFD
• 07/02/20	7:00 p.m.	City Council of Buckhannon
• 07/02/20	7:00 p.m.	Selbyville VFD
• 07/13/20	12:00 p.m.	Upshur County Family Resource Network
• 07/13/20	4:30 p.m.	Upshur County Solid Waste Authority

- 07/13/20 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 09/07/20 6:00 p.m. Lewis-Upshur Community Corrections Board – Lewis Co.
- 07/14/20 7:30 p.m. Adrian VFD
- 07/16/20 6:00 p.m. Buckhannon-Upshur Board of Health
- 07/15/20 7:00 a.m. Upshur County Development Authority – Full Board
- 07/15/20 12:00 p.m. Upshur County Senior Center Board
- 07/08/20 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 07/08/20 7:00 p.m. Warren District VFD
- 07/02/20 3:00 p.m. Adrian PSD
- 07/08/20 3:00 p.m. Tennerton PSD
- 07/09/20 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 07/09/20 7:30 p.m. Buckhannon VFD
- 07/09/20 4:00 p.m. Buckhannon Upshur Airport Authority
- 07/16/20 6:30 p.m. Upshur County Youth Camp Board
- 07/19/20 6:00 p.m. Washington District VFD
- 07/20/20 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 07/15/20 4:00 p.m. Upshur County Public Library Board
- 07/21/20 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 07/21/20 6:30 p.m. Upshur County Fire Board, Inc.
- 07/28/20 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 07/08/20 7:00 p.m. Ellamore VFD
- 07/15/20 12:00 p.m. Lewis Upshur LEPC
- 07/16/20 2:00 p.m. Upshur County Farmland Protection Board
- 07/22/20 10:00 a.m. James W. Curry Advisory Board
- 07/27/20 7:00 p.m. Upshur County Fire Fighters Association
- 07/08/20 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 07/10/20 11:00 a.m. Region VI Local Elected Officials – Marion County

****NOTICE:** All in person county board meetings may resume, effective May 18th; however, teleconference meetings are encouraged and social distancing must be followed. **

1. Appointments Needed or Upcoming:

- Upshur County Fire Board, Inc. (Linn Baxa – 6-30-2020) – Fire Association Representative
- Hodgesville PSD (Roger Ward – 8-5-2020)
- Elkins Road PSD (Larry Heater – 9-30-2020)
- Upshur County Solid Waste Authority (Joyce Harris-Thacker – 6-30-2020) --- Commission
- Upshur County Solid Waste Authority (Mary L. Gower – 6-30-2020) --- Conservation District
- Buckhannon-Upshur Airport Authority (Virgil LaRosa – 6-30-2020) --- Commission
- Buckhannon-Upshur Parks & Recreation Advisory Board (Brett Robinson – 6-30-2020) – BOE
- Upshur County Public Library (vacant position – 6-30-2021) – Commission

*****If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or trperry@upshurcounty.org. Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. *****

Tabled Items

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

1. Chapman Case Number 101118-01 (Warren Tax District – Tax Map 6B Parcel Number 11)

Next Regular Meeting of the Upshur County Commission
July 16, 2020 --- 9:00 a.m.
Upshur County Courthouse Annex

The regularly scheduled Commission Meeting on July 30, 2020 has been CANCELLED

Upshur County Sheriff's Office

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DAVID H. COFFMAN, SHERIFF

Heather D. Parke

Chief Deputy
Tax Division

38 W. Main Street, Room 101 • Buckhannon, WV 26201
Tax Office Phone: 304-472-1180 • Law Enforcement Phone: 304-472-1182
Tax Office Fax: 304-472-0937 • Law Enforcement Fax: 304-472-4547

Michael R. Kelley

Chief Deputy
Law Enforcement

July 9, 2020

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

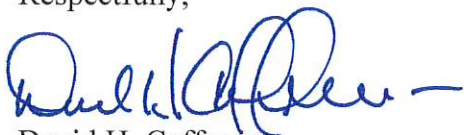
Dear Commissioners:

I respectfully request your approval to hire Adam Gissy as a Supervisor for the PRO Officer Program. A background check has been completed for this applicant.

Upon approval, Mr. Gissy will begin employment on August 1, 2020. Mr. Gissy will be paid under the guidelines set forth in the Memo of Understanding (MOU) with the Upshur County Board of Education.

Thank you for your consideration and support.

Respectfully,



David H. Coffman
Sheriff
Upshur County



June 18, 2020

Sheriff of Upshur County
38 W. Main Street
Buckhannon, WV 26201

Dear Sirs:

Enclosed please find original County Depository Bonds of First Community Bank for the period July 1, 2020 through June 30, 2021 for deposits in the name of the Sheriff of Upshur County.

Please return either executed Minutes or an official Resolution from a meeting of the Board which clearly indicates that the Board has considered the terms of the bond, including but not limited to the period, the sum, and the Bank's option to secure by either bond or letter of credit; has approved all of the terms in full; and wishes to accept the Bond as presented. In lieu of said Minutes or Resolution, you may return a Certificate of Secretary signed by the Secretary of the Board.

Such Resolution or Certificate should be returned to me in the enclosed postage prepaid envelope.

If you have any questions, please feel free to give me a call at (304) 323-6366.

Sincerely,

Michelle Vass
Controller

COUNTY DEPOSITORY BOND
OF
FIRST COMMUNITY BANK
BLUEFIELD, VIRGINIA
TO
UPSHUR COUNTY COMMISSION
(Sheriff of Upshur County)

KNOW ALL MEN BY THESE PRESENTS: That, FIRST COMMUNITY BANK, duly incorporated and organized under the laws of the State of Virginia, with its chief office and place of business in the Town of Bluefield, Tazewell County, Virginia, is held and bound unto the Upshur County Commission, in full and just sum of Nine Million Dollars (\$9,000,000.00) to the payment whereof well and truly to be made said FIRST COMMUNITY BANK binds itself, its successors and assigns firmly by these presents:

This bond shall be effective as of the first day of July, 2020 and shall expire on June 30, 2021.

IN TESTIMONY WHEREOF, said FIRST COMMUNITY BANK has caused its name to be signed thereto by Michelle L Vass, Controller, thereunto authorized and its corporate seal to be hereto affixed on this 18th day of June, 2020.

The conditions of the foregoing obligations are such that.

WHEREAS, the County Commission of Upshur County, West Virginia, in pursuance of its authority, as provided by law, has designated the said FIRST COMMUNITY BANK as depository of public monies, to serve as such for one year; and

WHEREAS, the FIRST COMMUNITY BANK, as such depository of public monies, in lieu of giving a bond with personal or corporate security thereon, desires to provide a letter of credit for the benefit of the County Commission of Upshur County, issued by and from FHLB of Atlanta bearing a face amount of Nine Million Dollars (\$9,000,000.00) as provided in Section 2, Article 6, Chapter 7 of the Official Code of West Virginia; and

WHEREAS, the County Commission of Upshur County has approved the aforesaid letter of credit in lieu of bonds with the personal or corporate security, as provided by law, and by order duly entered of record has accepted said letter of credit for the benefit of the County Commission of Upshur County, to protect and indemnify any and all loss in case of default on the part of the said FIRST COMMUNITY BANK as such depository of public monies, and so long as the said FIRST COMMUNITY BANK is not in default as such depository of public monies shall continue to maintain said letter of credit until released by the order of record of said County Commission upon full and faithful accounting and payment by the FIRST COMMUNITY BANK of all monies deposited with it or coming into its custody as such County Depository.

NOW, THEREFORE, if the said FIRST COMMUNITY BANK a corporation, during the term for which it has been designated by the County Commission of Upshur County, West Virginia, as a depository of public monies, and until the bonds of its successor or successors, is accepted by the County Commission, shall receive, safely keep and pay over, as required by law, all monies which may be deposited in or come under the custody of it, the said FIRST COMMUNITY BANK as such county depository of public monies, shall faithfully perform all the duties imposed by said Article 6, Chapter 7,

of the Official Code of West Virginia, 1931, as amended, upon it as a depository of public monies, then this obligation to be null and void, and the aforesaid letter of credit, to be released by order of the County Commission of Upshur County, West Virginia; otherwise, this obligation to remain in full force and effect and the aforesaid letter of credit, as aforesaid, to protect and indemnify against the loss by reason of default of the FIRST COMMUNITY BANK in its capacity as depository of public monies.

FIRST COMMUNITY BANK

By: Michelle L. Vass
Controller

{SEAL}

STATE OF VIRGINIA

COUNTY OF TAZEWELL, to-wit:

I, the undersigned Notary Public, within and for the said County and State do certify that Michelle L Vass, who signed the writing annexed hereto on behalf of FIRST COMMUNITY BANK, bearing date the 18th day of June, 2020, has this day and in my said County and State, before me, acknowledged the same to be the act and deed of said Corporation.

My commission expires: 06/30/2020

Given under my hand this 18th day of June, 2020.

Jessica P. Moretto-Rose
Notary Public



UPSHUR COUNTY
OFFICE OF THE PROSECUTING ATTORNEY
 J.D. JENNINGS ANNEX, ROOM 202
 38 W. MAIN ST.
 BUCKHANNON, WV 26201

Phone: (304) 472-9699

FAX: (304) 472-1452

BRYAN S. HINKLE
 Prosecuting Attorney

KELLEY J. CUNNINGHAM
 Assistant Prosecuting Attorney
STEPHANIE MILLIRON
 Assistant Prosecuting Attorney
KRISTA PYLES
 Victim Advocate

ROBERTA SAMPLES
 Legal Assistant
LINDA TOLER
 Legal Assistant
MADISON F. CLEM
 Administrative Assistant

July 6, 2020

Upshur County Commission
 91 W. Main Street
 Buckhannon, WV 26201

Dear Commissioners:

At the request of Assistant County Administrator, Tabatha R. Perry, I have reviewed the document titled, "*County Depository Board of First Community Bank Bluefield, Virginia to Upshur County Commission*," bearing the date of the 18th day of June, 2020, and also the accompanying original letter of credit dated December 8, 2015, and the amendments thereto dated May 22, 2018, and September 27, 2016.

Based on my review of the relevant documents and W. Va. Code § 7-6-2, and other applicable provisions of law, I hereby certify the bond to be in due and legal form and conformable to the provisions of Chapter 7, Article 6, Section 2 of the West Virginia Code, as amended.

Sincerely,



Bryan S. Hinkle

Program: OM&R Funding
 County: Upshur
 Agreement #

**Upshur County Flood Control Dam and Channel
 Operation, Maintenance Funding Agreement**

THIS AGREEMENT made this _____ day of _____, 2020, by and between the Upshur County Commission, Tygarts Valley Conservation District, and the West Virginia Conservation Agency.

AUTHORITY: WVCA: W.Va. Code 19-21A-4
 Upshur County Commission: W. Va. Code 7-1-3i

THE PURPOSE of this agreement is to recognize the need for ongoing operation, maintenance and inspection for critical infrastructure and to provide annual funding to operate and maintain the flood control structures in Upshur County.

It is Mutually agreed that:

This agreement shall run on a 12-month fiscal year, July 1 to June 30. This agreement may be extended for up to five years by mutual consent of each party.

All sponsors agree to provide funding to the Tygarts Valley Conservation District on an annual fiscal year basis to address the operation and maintenance of the structures covered under this agreement.

Unless otherwise noted, the annual contributions will be:

Upshur County Commission	\$4,000
West Virginia Conservation Agency ...	\$4,000

The Tygarts Valley Conservation District shall send a letter in January of each year requesting these funds in accordance with the list above.

As part of the request, the Tygarts Valley Conservation District, in collaboration with the West Virginia Conservation Agency, shall make a report to the Upshur County Commission on prior fiscal year's operation and maintenance work, and provide a projection of work that will be performed during the upcoming fiscal year.

All parties listed above shall attend the scheduled operation and maintenance inspections on an annual basis at a time mutually agreed to by the parties.

Any costs outside of the regular operation and maintain will be negotiated and become part of a separate agreement between the parties.

Page 2
OM&R Funding Agreement
Upshur County
Agreement #

West Virginia Conservation Agency funding is subject to annual appropriations from the WV Legislature.

Upshur County Commission's funding is subject to annual appropriations.

This agreement reflects the entire understanding between the parties. Any changes to this agreement shall be in writing and signed by all parties.

This agreement is governed by West Virginia law. If any part of this agreement is declared to be invalid by a body having competent jurisdiction, the remaining terms and conditions of the agreement survive in their entirety.

UPSHUR COUNTY COMMISSION

By: _____

Title: _____

Date: _____

This action authorized at an
 Official meeting of the
 Upshur County Commission on
 the ____ day of _____, 2020,
 in the State of West Virginia.

Attest:

 (Signature)

 (Title)

TYGARTS VALLEY CONSERVATION DISTRICT

By: _____

Title: _____

Date: _____

This action authorized at an
 Official meeting of the
 Tygarts Valley Conservation District on
 the ____ day of _____, 2020,
 in the State of West Virginia.

Attest:

 (Signature)

 (Title)

Page 3
OM&R Funding Agreement
Upshur County
Agreement #

WEST VIRGINIA CONSERVATION AGENCY

By: _____

Title: _____

Date: _____



GLOBAL SCIENCE & TECHNOLOGY, INC.

UPSHUR COUNTY

BASIC ORDERING AGREEMENT (BOA)

FOR

**COURTHOUSE NETWORK SUPPORT,
ADMINISTRATION
&
CONSULTING**

July 1, 2020

Prepared By
Global Science & Technology, Inc.
WV Division
2000 Green River Drive, Suite 100
Fairmont, West Virginia 26554

Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2020	Courthouse Network Support Services Contract
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COMMERCIAL CONTRACT FOR SERVICES

This Contract entered into by and between the Upshur County Commission, doing business in the State of West Virginia, (hereinafter sometimes referred to as the "Customer") and Global Science & Technology, Inc., WV Division, (hereinafter sometimes referred to as the "Contractor" or "GST") having a place of business at 2000 Green River Drive, Suite 100, Fairmont, WV 26554.

WITNESSETH THAT:

Whereas, the Upshur County Commission desires to utilize the Contractor's Technology, Engineering and Consulting services. Whereas, the Contractor desires to provide those services, now therefore in consideration of the promises contained herein, the Upshur County Commission and Contractor do mutually agree as follows:

(1) BASIC TERMS AND CONDITIONS

The basic contracting terms and conditions are applicable to all options executed under this Basic Ordering Agreement (BOA). A brief description of anticipated tasks that will be submitted under this BOA are listed in this document.

The Contractor shall submit a technical description of work and activities taking place during each quarter of the year.

The Contractor shall not proceed with any work under this contract without prior authorization from the Upshur County Commission.

The Contractor shall furnish the services, together with all related personnel, facilities, supplies and materials needed to perform the specified task unless specifically noted in the individual task description, also referred to as a Statement Of Work (SOW).

1.1 PERIOD OF PERFORMANCE

Basic Ordering Agreement: July 1, 2020 to June 30, 2021.

1.2 CONTRACT NUMBER

This Contract Number, T017.1.001.UPS., assigned by GST to this project will be submitted on all invoices.

1.3 PAYMENT/INVOICES

All costs claimed under this contract must be allowable, allocable, and adequately supported by accounting records and other auditable data. The contractor may invoice the Upshur County Commission on a monthly basis. Invoices for expenses incurred shall be submitted in duplicate to address the indicated below: (Please fill in)

Upshur County Commission
38 W Main Street, Room 302
Buckhannon, WV 26201

91 W. Main St. Ste 101

Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2020	Courthouse Network Support Services Contract
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Payment of said invoices shall be contingent upon approval by the Upshur County Commission. Payments shall be made upon presentation of proper invoices. Invoice terms are net 30 days after receipt of acceptable materials or services and invoice. Invoices shall be presented in such detail as is necessary for the Upshur County Commission to be able to determine the reasonableness of the costs and/or prices quoted thereon.

2.0

Scope of Work:

GST's staff will work in coordination with the Current County Administrator or a representative designated by the County.

GST support personnel will be responsible for the following items:

- A. Implement and maintain standardized anti-virus software on all computers, laptops, and servers designated by the county and inventoried by GST for support.
- B. Implement network settings/security on all computers to insure optimum performance and security.
- C. Install/maintain any/all wireless or other communications equipment to allow all offices to communicate effectively.
- D. Assist designated Courthouse offices with technology purchases at the request of each office. Including PC's, Printers, Custom Software, Network Switches, Routers, etc.
- E. Per County's request, assist staff with any/all vendor technology purchase decisions. We will attend on meetings County deems appropriate.
- F. Provide unlimited Desktop, Laptop, Server support via phone or on-site support for software that is currently supported by applicable software vendors. There are no charges for phone or site support.
- G. Provide consulting for Geographic Information Systems (GIS) plans and implementation.
- H. Provide consulting/support for any Emergency Services/E-911 technology requirements.
- I. In the event the County wishes to add equipment at the Courthouse, Courthouse Annex, or facilities owned by the County the equipment must be inspected by GST to determine the additional cost associated with supporting the added equipment.

Items to be covered in GST's Maintenance/Administration Contract

GST will solve problems or coordinate a corrective action for problems related to the following items or issues. Please note the coverage detail for each item.

Network Electronics & Cabling

- Cabling – Ensuring proper function. GST will determine the problem and or work with the cabling contractor to resolve the issue.
- Network Electronics (Hubs, Switches, Patch Panels, Uninterruptible Power Supplies, Tape Backups, and Routers. GST will isolate Electronics problems to the equipment and will work with the manufacturer service representative to correct the problem. GST will not pay for repair or replacement of these items.
- LAN (Local Area Network) Connection – Ensuring proper connection between computers, printers, and server. GST will determine LAN related problems under this support contract, however, all part replacements will be handled by the manufacturer if in warranty or by your county if no warranty exists.
- WAN (Wide Area Network) Connection – GST will troubleshoot with WVNET to determine and help fix Wide Area Network problems.

Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2020	Courthouse Network Support Services Contract
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- Computers (Workstations) GST will determine problems related to the computer, keyboard, mouse and monitors. GST will work with hardware vendors to obtain replacement equipment. GST will not provide replacement parts or labor for computers or servers. Parts must be paid for by the customer.
- Servers – GST will determine problems with the server and work to resolve them quickly. GST will not provide replacement parts but will provide labor to replace Server parts.
- Printers – GST will determine problems related to printing and work with the printer manufacturer to obtain replacement parts or service. GST is not authorized to work on any printer under warranty. Working on Printers in warranty may void the manufacturer's warranty.

Workstation Software

- GST will support the desktop Operating Systems for each PC that has a supported version of a Microsoft Desktop Operating System.
- GST will support printer software and support problems related to drivers and the printer setup.
- GST will provide support for the following software packages: Microsoft Office Suites under current support by Microsoft.

Server Software

- GST will support Microsoft's Server Operating Systems that remain under support by Microsoft.
- GST will support administrative tasks controlled at the server related to the following areas: User accounts, permissions, drive mappings, shared drives, backup schemes, and virus protection.

Network Planning

- GST will inform the county of any necessary updates that will affect the operation of your network. We have installed Windows Service Packs into your Courthouse network from our Fairmont facility in the past. It is imperative that you update the Service Pack versions and Antivirus versions to maintain network function.
- GST will implement all industry standard upgrades into your network. Any necessary free upgrades will be implemented. Any upgrades requiring purchase will be recommended.

Antivirus Protection

GST shall implement the latest version of antivirus software that automatically downloads virus definition files daily and alerts our office of any virus activity in your network. In the event a virus affects any of your machines, we will rid the system of the virus and restore the workstation or workstations to an operational state. The antivirus software must be purchased and maintained by annual agreement for the software licensing.

Remote Administration Services

Remote administration allows updating of software versions, and allows software/hardware troubleshooting. These tasks can typically be accomplished without traveling to the site. This service provides an efficiency that will mean substantial savings in travel and system downtime.

The Statewide network provides an excellent platform to use Remote Management Software. Remote Management software will allow our technical support personnel to assume control of your workstation, diagnose, and correct problems related to software. Remote access will also allow support personnel to identify hardware problems.

Schedule:

Work will commence upon execution of this contract.

Payment Terms:

Payment will be due for each item 30 days after the invoice date. Each month will be

Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2020	Courthouse Network Support Services Contract
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invoiced prior to services rendered according to the pricing schedule below.

Month	Staff Required	Monthly Total
July 2020	(2-3) Network Engineers	\$1,790.00
Aug 2020	(2-3) Network Engineers	\$1,790.00
Sept 2020	(2-3) Network Engineers	\$1,790.00
Oct 2020	(2-3) Network Engineers	\$1,790.00
Nov 2020	(2-3) Network Engineers	\$1,790.00
Dec 2020	(2-3) Network Engineers	\$1,790.00
Jan 2021	(2-3) Network Engineers	\$1,790.00
Feb 2021	(2-3) Network Engineers	\$1,790.00
Mar 2021	(2-3) Network Engineers	\$1,790.00
Apr 2021	(2-3) Network Engineers	\$1,790.00
May 2021	(2-3) Network Engineers	\$1,790.00
June 2021	(2-3) Network Engineers	\$1,790.00

Pricing for Expenses and Per Diem

In the event GST travels to your facility or a facility related to this project to facilitate the solution of a problem we **will not** bill for mileage or per diem.

Payment Schedule and Terms

GST's contract for Technical Support services would be for beginning July 1, 2020 and concluding June 30, 2021.

GST will bill on a monthly basis.

Payment Terms will be Net 30.

Invoices paid more than 30 days past due are assessed interest at 1-1/2 % per month (18% annually) of the total invoice amount.

(3) **STANDARD TERM AND CONDITIONS**

Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2020	Courthouse Network Support Services Contract
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3.1 Notices

Any notices required to be given hereunder shall be given in writing at the address of each party herein set forth or to such other address as either party may substitute by written notice to the other.

If to Customer:	If to Contractor:
Upshur County Commission Attn: County Administrator 38 W Main Street, Room 302 Buckhannon, WV 26201	Global Science & Technology, Inc. WV Division 2000 Green River Drive, Suite 100 Fairmont, WV 26554 Attn: Sandra Stewart

3.2 Contacts

Each Party's contractual and technical representatives for this Contract shall be designated in writing. Either party may, by written notice to the other, change such representatives at any time. Contacts with the Customer which affect the contract ceiling, schedule, Contract Tasks, or other contract terms and conditions shall be made with the authorized contractual representative. No changes to this contract will be binding upon Customer unless incorporated in a written modification to the contract and signed by Customer's contractual representative.

All effort authorized shall be performed under the technical direction of Customer's technical representative. When, in Contractor's opinion, such technical direction constitutes a change to the Contract Agreement; Customer's contractual representative shall be notified immediately for authorization of such change. Until such authorization is granted by Customer's contractual representative, Contractor shall perform in accordance with the Contract Agreement as written.

3.3 Proprietary Information and Non Disclosure

During the term of this Contract, Customer and Contractor, to the extent of each party's contractual and lawful right to do so, shall exchange such proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. Customer and Contractor each agree to keep in confidence and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know, all information received from the other which is in writing and designated by appropriate stamp or legend to be of a proprietary nature and to use such information only in connection with their obligations under this Contract; provided, however, that neither party shall be liable for disclosure or use of such data if the same is:

1. In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party
2. Known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition
3. Used or disclosed inadvertently despite the exercise of the same degree of care that each party takes to preserve or safeguard its own proprietary information
4. Used or disclosed with the prior written approval of the disclosing party
5. Disclosed without restriction to the receiving party from a source other than the disclosing party
6. Used or disclosed after a period of time mutually agreed upon in writing by the parties

No sheet or page of any written material will be so labeled which is not, in good faith believed to contain proprietary information. A recipient of information hereunder will have no obligation with respect to any portion of any written material which is not so labeled, or any information received orally unless a written

Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2020	Courthouse Network Support Services Contract
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summary of such oral communication, specifically identifying the item(s) of proprietary information, is furnished to the recipient within 15 calendar days.

If any portion of a party's proprietary information falls within any one of the above exceptions, the remaining information shall continue to be subject to the foregoing prohibitions and restrictions.

3.4 Assignments and Contracts

The Contractor may assign portions of work conducted under this BOA to qualified subcontractors without the prior written consent of the Customer. However, Global Science & Technology, Inc. shall be responsible for all work conducted under this BOA.

3.5 Task Assignments

All tasks identified in the Statement of Work are subject to the terms and conditions of this Contract. In the event of conflict between a task and this Contract, the Contract shall prevail.

3.6 Limitation of Liability

Customer's maximum liability shall not exceed the fully executed Contract amount.

3.6.1 Indemnification

Contractor shall indemnify and save Customer harmless from and against any and all liability for injury to persons or property occasioned wholly or in part by an act or omission of Contractor, its lower-tier Contractors, agents, or employees, including any and all expense, legal or otherwise, incurred by Customer in the defense of any claim or suit arising out of the work done under this Contract; provided, however, the Contractor shall not be liable for injury to persons or property caused by the negligence of Customer, its agents, and employees. Both Parties shall maintain such Public Liability, Property Damage, and Employee's Liability and Compensation Insurance as will protect the other party from any of said risks and from any claims under any applicable Workmen's Compensation and Occupation Disease Acts. Customer shall promptly notify Contractor of any claim against Customer which is covered by this indemnification provision and shall authorize representatives of Contractor to settle or defend any such claim or suit and to represent Customer in, or to take charge of, any litigation in connection therewith.

3.6.2 Infringement Indemnity

In the event that any item furnished by Contractor under this order is allegedly the subject of an infringement suit, Contractor may, at its sole cost and expense, modify such items to become non-infringing. In lieu of any other warranty by Customer or Contractor against infringement, statutory or otherwise, it is agreed that Contractor shall defend at its expense any suit against Customer or its customers based on a claim that any item furnished under this order or the normal use or sale thereof infringes any US Letters, patent or copyright, and shall pay cost and damages finally awarded in any such suit, provided that Contractor is notified in writing of the suit and given authority, information, and assistance at Contractor's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Contractor, at no expense to Customer, shall obtain for Customer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Customer and extend this patent indemnity thereto.

Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2020	Courthouse Network Support Services Contract
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3.7 Intellectual Property Rights and New Technology and Data Rights

Title to all intellectual property including, without limitation, any inventions, discoveries, works, material or data, computer software, or algorithms, whether or not it can be protected by patent, trade secret, or copyright, conceived, developed, made, or first reduced to practice by Customer in the course of performance of this Contract, shall remain with Customer.

The Parties acknowledge that during performance under the Contract, new technologies, proprietary and confidential concepts, methods, techniques, processes and ideas, whether or not patentable or copyrightable, and whether or not constituting inventions ("New Technologies"), may result. All right, title, and interest, including trademarks, copyright interests, and other forms of intellectual property, in and to such New Technologies developed by Customer, alone or in combination with Contractor, its employees, or agents, shall be the exclusive property of Customer. Contractor agrees that any efforts or contributions of Contractor or its employees to the creation or development of the New Technologies, except as licensed herein, shall upon their creation or development, be owned exclusively by Customer. To the extent that exclusive title or ownership may not vest in Customer, Contractor hereby relinquishes claims and assigns to Customer all rights in, and the exclusive ownership to, the New Technologies. During and subsequent to the term of this Contract, Contractor agrees to execute all documents and provide reasonable assistance as requested by Customer to assist Customer in obtaining and protecting Customer's interests in any such New Technologies which Contractor elects to maintain anywhere in the world.

3.8 Customer Provided Equipment, Tools, and Materials

Contractor agrees it will keep confidential and not use any material, computer hardware, other equipment, designs, sketches, specifications, drawings, computer programs and software, or other data or information furnished by Customer for any purpose whatsoever other than as herein specified, including but not limited to the manufacture of larger quantities, without prior written consent of Customer. All material, computer hardware, other equipment, designs, sketches, specifications, computer programs and software, or other data or information supplied by Customer, whether loaned to Contractor or fabricated, manufactured, purchased or otherwise acquired by Contractor for the performance of this Contract and specifically charged to Customer are the property of the Customer. Contractor shall keep adequate records, and shall identify, store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice and Contractor's standard property accounting procedures. Contractor agrees to replace, at its expense, all such items not so returned. Contractor shall make no charge for any storage, maintenance or retention of such property of Customer. Contractor shall bear all risk of loss for all of Customer's property in Contractor's possession.

3.9 Non-Waiver of Rights

The failure of Customer to insist upon strict performance of any of the terms and conditions in the Contract or to exercise any rights or remedies shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter.

3.10 Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

3.11 Disputes

Any dispute arising under this Contract which is not settled by agreement of the parties will be settled in the following manner.

Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2020	Courthouse Network Support Services Contract
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1. Either party may deliver to the other a written dispute notice setting forth a brief description of the issue(s). Such notice initiates the dispute resolution mechanism.
2. During the sixty day period following the delivery of the dispute notice, appropriate representatives of both parties will negotiate in good faith to resolve the disputed issue(s).
3. If the Parties are unable to resolve the dispute through negotiation, then within thirty (30) days after the negotiation period ends, the Parties will refer the issue to The American Arbitration Association for final resolution. The procedures for presentation of each Party's position and the method by which The American Arbitration Association will reach and render a decision will be determined when the matter is referred thereto. If the Parties are unable to agree on such procedures, which The American Arbitration Association shall determine the procedures and methods to be used.
4. Unless the Parties otherwise agree in advance in writing, the decision of The American Arbitration Association will be final and binding on the Parties.

Pending any decision, appeal, or judgment referred to in this clause or the settlement of any dispute arising under this Contract, Contractor shall proceed diligently with the performance of this Contract.

3.12 Entire Agreement

Upon acceptance of this Contract, Contractor agrees that the provisions under this Contract, including all documents incorporated herein by reference, shall constitute the entire Agreement between the parties hereto and supersede all prior agreements relating to the subject matter hereof. This Contract may not be modified or terminated orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

3.13 General Relationship

Contractor agrees that in all matters relating to this Contract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Contract. Contractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Customer and shall have no authority to represent Customer as an agent.

3.14 Applicable State Law and Compliance

This Contract shall be governed by and construed in accordance with the laws of the State of West Virginia. Contractor agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued thereunder.

3.15 Order of Precedence

In the event of an inconsistency or conflict between or among the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Basic Ordering Agreement (BOA)
2. Statement of Work

Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2020	Courthouse Network Support Services Contract
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In witness whereof, the duly authorized representatives of the Customer and Contractor have executed this Contract on the dates shown.

UPSHUR COUNTY COMMISSION
(Customer)

GLOBAL SCIENCE & TECHNOLOGY, INC.
(CONTRACTOR)

Signature

Terry B. Autright

Name (Typed or Printed)

Commission President

Title

Date

Signature

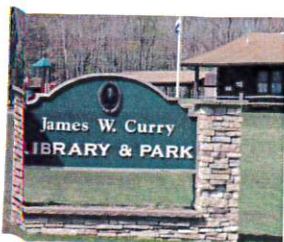
SANDRA K. STEWART

Name (Typed or Printed)

DIRECTOR OF CONTRACTS

Title

Date



James W. Curry Public Library

1721 Brooks Hill Road
French Creek, WV 26218
Phone: 304-924-6724

Upper County Commission
Upper County Administrative Annex
91 West Main Street, Suite 101
Buckhannon, WV 26201




7/2/2020

Dear County Commissioners:

I respectfully request approval of the expenditure of \$175.00 (one hundred seventy five dollars and no cents) payable to Skateland, 240 S. Kanawha Street, Buckhannon, WV 26201 for rink rental on August 4th, 2020 from 7:00 – 9:00 pm. This is the grand finale event for our "Imagine Your Story" 2020 Summer Reading Program for all participants who have completed their reading logs, up to 50 skaters (rink stipulation).

This event has become a sort of tradition that our families look forward to and have expressed the desire to continue. We will be well under the COVID-19 group guidelines and our families have indicated they are comfortable having this event this year. Thank you for your consideration.

Sincerely,


Judith L. Williams

Director, James W. Curry Public Library

Upshur County Youth Camp Detailed Budget

Operating Costs	\$50,000
Re-surfacing of road	\$69,575
\$57,500 estimate provided in October 2018 contingency for inflation = \$12,075 <i>Estimate is attached</i>	
Replacement of 3 cabin roofs	\$13,532.55
\$4,510.85 per roof multiplied by 3 = \$13,532.55 <i>Current receipts for materials to replace 1 roof are attached</i>	
Replace assembly hall with new building	\$180,000
Replace 2 shower house roofs	\$4,000
\$2,000 per roof multiplied by 2 = \$4,000	
Total	\$317,107.55

Necessary advertising costs would be paid for by the Upshur County Commission

This projected budget was calculated by using estimates solicited by one vendor specializing in each area of need. Should this project be funded, competitive bids would be sought through the bidding process approved by the state of WV.

To: Terry Cutright, President
Upshur County Commission

From: Skip Gjolberg, President
Upshur County Development Authority

Date: June 24, 2020

Re: UCDA Board Appointments

The Upshur County Development Authority, with approval from the Upshur County Commission, would like to appoint the following to fill positions that expire June 30, 2020 on the UCDA Board.

Terms will begin July 1, 2020 and end June 30, 2023.

- Wanda Bailey – Arnett Carbis Toothman
- Kelly Davis – Microsystems World CNC
- Skip Gjolberg – St. Joseph's Hospital/WVU
- Rick Simon – Community Care of WV
- Connie Tenney – Community Bank

INTEROFFICE MEMORANDUM

TO: Upshur County Commission
FROM: Tabatha Perry, Assistant County Administrator
SUBJECT: Mountaineer Trail Network Authority
DATE: June 25, 2020

Commissioners,

Through recent legislation, Upshur County was approved to be included in the Mountaineer Trail Network. Each participating county commission must appoint two representatives to the Authority: (1) One representative, serving a four-year term, who represents and is associated with a corporation or individual landowner whose land is being used or is expected to be used in the future as part of the authority's recreational area. (2) One representative, serving a two-year term, that is an experienced instructor, guide, or participant in recreational activities in the county or an individual who represents and is associated with travel, regional economic development, land surveying, or relevant engineering efforts within the county.

After speaking with the individuals and ascertaining their interest to serve, I would like to request the appointment of Delmas Woody to serve a four-year term as the landowner and Josh Hinchman to serve a two-year term as the recreation industry representative, effective immediately.

From: "virgil larosa" <regalcoal@yahoo.com>
To: "trperry" <trperry@upshurcounty.org>
Subject: Airport board
Date: 6/24/2020 8:36:43 AM

I would like to remain a member of the board for the Upshur County
airport.

Joyce.harristhacker@k12.w.us

Joyce Harris-Thacker

June 24, 2020

The Honorable Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon WV 26201

Dear Commissioners:

I hope this finds you all safe and well during these unprecedented times. It is hard to believe how quickly time does pass. I have spent approximately thirty years serving as a board member and most of those years as Chair of the Upshur County Solid Waste Authority. Some great work has been accomplished during that time with some wonderful board volunteers, directors and our government partners. I am proud to have been a part of it all throughout these many years. With that being said, I would respectfully request to be reappointed to the Upshur County Solid Waste Authority. Thank you very much for all that you do for the citizens of Upshur County.

Sincerely,

Joyce Harris-Thacker, Chair
Upshur County Solid Waste Authority

UPSHUR COUNTY COMMISSION

E-911 ASSISTANT DIRECTOR

JOB DESCRIPTION

Job Title: E-911 Assistant Director

Department: E-911 Communications Center

Reports To: E-911 Director

FLSA Status: Salary Exempt

Prepared By: E-911 Director

Prepared Date: July 1, 2020

Approved By: Upshur County Commission

Approved Date:

GENERAL DESCRIPTION

The Assistant to the Director shall assist the Upshur County Communications E-911 Director, and serve as Senior Level Management with the Upshur County Communications Center. This position is responsible for assisting the E-911 Director in planning, organizing, directing, and supervising the overall operation of the E 911 Center. The Assistant to the Director will aid in the training of emergency dispatch personnel; instructs employees in the proper methods of operating communications and dispatch equipment, monitoring specified radio frequencies and dispatching public safety personnel and equipment; oversees the training of new employees on the receiving, dispatching and monitoring of routine and emergency communications; assigns, supervises and evaluates the work of supervisors. Performs all duties of a Telecommunicator, Communications Training Officer, Chief Communications Training Officer and Supervisor when required, responsible for Quality Assurance/Quality Improvement Program. Must be available for response to 911 Center during emergencies and for problems that may arise after regular working hours, this includes weekends, evenings, and holidays.

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES

The Assistant to the E-911 Director will perform the following duties; other duties may be assigned.

- Performs roles of teacher, coach, mentor, role model and evaluator.
- Shall assist in testing, interviewing, and recommending telecommunicator and supervisor applicants for hire
- Assist the E-911 Director in general HR duties, including scheduling, reviewing and evaluating performance, employee relations and initial disciplinary actions
- Assist in general operations, including delegating assignments, training and certification of Telecommunicators, CTOs, CCTO, and Supervisors and career development
- Shall oversee and ensure continuing education opportunities are made available to all staff members
- Assist in developing departmental policies and procedures, reviews and updates policies on a regular basis due to technological advances, changes in protocols, or revisions necessary due to change in law enforcement, fire, or EMS policies and procedures

- Works closely with the E-911 Director, 911 agencies and vendors to develop and implement plans for improving capabilities through technology.
- Serves on various boards, including Upshur County Enhanced Emergency Telephone Advisory Board (non-voting member), Lewis Upshur Local Emergency Planning Committee and EMD Oversight Committee with approval and/or in the absence of the Director
- Develops and maintains excellent working relationships with EETAB members, personnel, user agencies, associates, the media, other community stakeholders, and the public.
- Maintains and supervises a standardized performance based training program.
- Maintains familiarity and facilitates the learning of the Standard Operating Procedures and General Operating Guidelines and appropriate manuals that provide knowledge and the operating procedures of Comm Center.
- Supervises remedial training to assist those trainees that need to re-learn a certain portion of training. The trainee may need multiple opportunities to succeed.
- Plans, schedules, and reviews work of all telecommunicators and supervisors engaged in the operation of all radio, CAD, telephone, and support equipment in Communications Center, recommends personnel changes as needed.
- Prepares documents and audio recordings for law enforcement, court, or Freedom of Information Act requests.
- Monitors all state required and other training programs for compliance such as CPR certification, EMD certification, APCO Telecommunicator certification, WEAPONS certification, CTO certification, NIMS/ICS certification, and others.
- Oversees Quality Assurance/Quality Improvement program and reviews and discusses periodically with all telecommunicators the practices and procedures in all types of emergency situations to insure the highest degree of efficiency and readiness in all contacts with other employees and the general public.
- Assist the Director with overseeing the security of the E 911 Center, enforces Commission policy, State of West Virginia, CJS and FBI regulations.
- Responds to E911 Center or designated other location in times of dire emergency. Gives direction to staff on duty during any situation that they cannot handle.
- Attends community meetings when available, including Firemen's Association Meeting, Fire Academy, school events, etc.
- Visit Police Department, Sheriff's Department, Fire Stations, EMS station, and other facilities to foster goodwill in Public Safety service.
- Perform duties of a Telecommunicator, Communications Training Officer, TAC, or LASO when required
- Attend Supervisors Meeting with County Administrator and County Commission as scheduled with and or in lieu of the Director.
- Any other duty assigned by E-911 Director, Upshur County Commission or County Administrator

SUPERVISORY REQUIREMENTS

The Assistant to the Director is the Senior Manager of the Communications Center and shall assist the E-911 Director in carrying out the mission of the Center. In the Chain of Command of Upshur County, the Assistant to the Director answers to the E-911 Director, and shall be considered his/her designee in the absence of the E-911 Director. All Communication Center Supervisors and Subordinates are under the direct supervision of the Assistant to the E 911 Director. The Assistant to the Director shall immediately report to the E-911 Director all occurrences relating to complaints, employee actions, need for discipline, notice of critical equipment failure.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the age, knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

AGE

21 years of age or older

EDUCATION and/or EXPERIENCE

Knowledge and level of competency commonly associated with an Associates' Degree or 60 credit hours of College level study or with any combination of experience and/or training which demonstrates the applicant's ability to perform the essential functions of this position and comply with skills and abilities, certifications, documentation, and work environment requirements listed. At least five year's experience as a Telecommunicator. Certification as a Telecommunicator and Supervisor through a course approved by Upshur County 911 or willingness to take this course after employment for proper recertification when needed. Previous experience in the fields of telecommunication, law enforcement, EMS, OEM, fire, and/or dispatching these agencies is essential for this position.

LANGUAGE SKILLS

Ability to read and interpret documents in English such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence in English, and the ability to speak English effectively in training, on the telephone, on the radio, before organizations, in meetings, etc. is required.

MATHEMATICAL SKILLS

Ability to perform basic mathematical skills, such as add, subtract, multiply, and divide.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions.

OTHER SKILLS AND ABILITIES

- Thorough knowledge of radio technology, principles, practices, and procedures as they apply to the operation of base stations, repeaters, mobile units, handheld units, and control units.
- Thorough knowledge of emergency telephone technology, principles, practices and procedures as they apply to the operation of an E 911 Center.
- Thorough knowledge of principles, practices, and procedures as they apply to a Computer Aided Dispatch (CAD) system in a 911 Center. Have knowledge and assist in the maintenance of CAD databases. Knowledge of the monthly reporting paperwork required to be printed, forwarded to Commission, and a copy stored electronically or physically.
- Working knowledge of a GIS mapping

- Knowledge of West Virginia SIREN radio system and equipment
- Knowledge of supervisory practices and procedures
- Completion or registration for Communications Supervisor Course selected by Upshur County 911
- Ability to plan, implement, and execute an extensive training program
- Ability to establish and maintain effective working relationships
- Ability to serve the Emergency Services community as a resource
- Ability to maintain written records and activities reports with accuracy, maintain sensitive information and documents in a secure location
- Ability to remain calm and work efficiently while processing messages and reports during many kinds of emergencies

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel, reach with hands and arms, talk, and hear. Approximately 80% of duties performed are in a seated position in a secure Communications Center. The employee is regularly required to stand and walk. The employee must lift and/or move up to 20 (twenty) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, and ability to adjust focus. Hearing ability is required by this job. Some light housekeeping will be required.

WORK ENVIRONMENT/CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Individuals must be free from physical impairments that with or without reasonable accommodation would interrupt continuous performance of a shift lasting from 8 to 12 hours.

Work up to twelve (12) hours or longer at a time continuously wearing a communications headset that will cover one ear or fit within the ear canal of one ear, and still be able to hear and understand other outside sound sources not coming from the earpiece.

Must be prepared to stay in the Comm Center for the full scheduled shift, uninterrupted lunch and other breaks may not be available.

CTOs must be able to work shift work inclusive of days, evenings, weekends, and holidays.

Employees may be subject to "call back" on short notice during an emergency or other situation. Employees must have a telephone line for 24 hour availability.

Work is performed in a confined environment under high stress. Must take information from callers who may be excited, abusive, foul-mouthed, incoherent, drunk, or hysterical.

The noise level in the work environment ranges from moderate to very noisy.

CREDENTIALS NEEDED FOR E-911 ASSISTANT TO THE DIRECTOR

- APCO Telecommunicator Course certification or obtain within 3 months of employment
- WEAPONS terminal operator certification or obtain within 6 months of employment
- EMD certification or obtain within 4 months of employment

- CPR certification or obtain within 2 months of employment
- NIMS/ICS classes 100,200,700, and 800 certification or obtain within 2 months of employment
- NIMS/ICS classes 300 and 400 certification or obtain within 1 year of employment or next time available
- APCO Instructor certification or obtain within 1 year of employment
- APCO Supervisor certification or obtain within 1 year of employment
- APCO Communications Training Officer class or obtain within 6 months of employment
- WEAPONS TAC (Terminal Agency Coordinator) training within 1 year of employment or when available
- WEAPONS LASO (Local Agency Security Officer) training when available

4-H Assistant
WVU Upshur County Extension Service

The Office of the Upshur County Commission is accepting applications for the full-time position of 4H Assistant for the WVU Upshur County Extension Office. Responsibilities will include, but are not limited to the following: assisting in the development and implementation of educational programs in 4-H Youth Development; support for Families and Health, and Agriculture & Natural Resources programming; maintaining/budgeting financial records; participating in related training programs and community organizations; and performing clerical duties. Requirements include a high school diploma, valid driver's license, and successful completion of a criminal background check. Occasional evening and weekend work may be required. Interested individuals may obtain an application and full job description from the Office of the Upshur County Commission located at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, during the normal business hours of 8:00 a.m. until 4:00 p.m., Monday through Friday. Completed applications must be returned to the Office of the Upshur County Commission on before the close of business on Friday, July 24, 2020.

Office of the Upshur County Commission
Carrie Wallace, County Administrator
91 West Main Street – Suite 101
Buckhannon, West Virginia 26201

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

Upshur County Sheriff's Office

36

DAVID H. COFFMAN, SHERIFF

Heather D. Parke

Chief Deputy
Tax Division

38 W. Main Street, Room 101 • Buckhannon, WV 26201
Tax Office Phone: 304-472-1180 • Law Enforcement Phone: 304-472-1182
Tax Office Fax: 304-472-0937 • Law Enforcement Fax: 304-472-4547

Michael R. Kelley

Chief Deputy
Law Enforcement

July 9, 2020

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

Dear Commissioners:

I respectfully request your approval to hire Arlene Harper as a seasonal Tax Deputy. A background check has been completed for this applicant.

Upon approval, Ms. Harper will begin employment on July 13, 2020 and end on August 23, 2020 at a rate of \$10.00/hour.

Thank you for your consideration and support.

Respectfully,



David H. Coffman
Sheriff
Upshur County

INTEROFFICE MEMORANDUM

TO: UPSHUR COUNTY COMMISSION
FROM: CARRIE WALLACE, COUNTY ADMINISTRATOR *CW*
SUBJECT: REQUEST FOR EMPLOYMENT OF ADDITIONAL PART-TIME TEMPORARY
HOUSEKEEPER AS A RESULT OF COVID-19
DATE: JULY 7, 2020
CC: DEBBIE HULL, BOOKKEEPER

Commissioners,

Due to vacation schedules and anticipated returns to college, we need to hire additional part-time temporary housekeepers to continue sanitation of the Courthouse and Annex due to COVID-19. I respectfully request the immediate part-time temporary employment of Emily Adams. Emily will cover upcoming vacations in July and is willing to work additional shifts as needed. She will work around 20 hours per week at the rate of ten dollars (\$10.00) per hour. This expense will be charged to the Governor's COVID-19 Block Grant as the need for the position is a result of COVID-19 and was not budgeted as of March 27, 2020.

I greatly appreciate your consideration of this request and I am available to answer any questions you may have.

Thank you.

LEWIS UPSHUR

Animal Control Facility

Canine Foster Care Application

All information will remain confidential and used only as part of the Lewis-Upshur Animal Control Facility Foster Care Program.

Lewis-Upshur Animal Control Facility reserves the right to reject any applicant for any reason.

PERSONAL INFORMATION (please print)

Date: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home phone: _____ Work/Cell phone: _____

Email: _____

Driver's license number: _____

Are you at least 21 years of age? _____

Spouse or partner's name: _____ Phone #: _____

How did you hear about the facility? _____

Who will be the primary caretaker of your foster dog(s): _____

Have you ever been convicted of a crime relating to animal cruelty/abuse? yes no

If yes, explain the number of conviction(s), nature of the offense(s) leading to the conviction(s), how recently the conviction(s) were committed, sentence(s) imposed and types of rehabilitation.

Are you: working retired attending school other: _____

If employed, please provide employer's name: _____

Are you willing to take your foster dog to vet appointments at a convenient time for you? yes no

Are you willing to take your foster dog to adoption events? yes no

Do you drive or have access to a vehicle to bring your foster to events and appointments? yes no

If no, please explain: _____

Are you willing and able to medicate your foster, even if it is just a monthly heartworm preventative?

yes no

We cannot guarantee a dog to be housebroken, are you equipped to train with love and patience?

yes no

Is anyone in your household allergic to animals? yes no

Are all members of your family agreeable to fostering a dog? yes no

Is anyone in your household nervous or unsure of dogs? very (e.g. bitten as child) Moderately
Some N/A

Describe your homes activity level

Busy/Noisy Moderate comings/goings Quiet with occasional guests

Do you live in a: _____ House _____ Apartment _____ Condo _____ Duplex _____ Mobile Home
_____ Townhome

Do you: _____ own _____ rent _____ lease How long have you resided at this address? _____

If renting/leasing, are there pet restrictions? _____ yes _____ no

If yes, what are they?

Landlord's name: _____ Phone number: _____

**If renting or leasing, we will contact your landlord to ask if fostering animals in your home is acceptable. You will not be able to foster until we receive positive confirmation.*

Are you planning to move in the foreseeable future? yes no

How many hours of the day are you usually away from home? _____

Where will the dog(s) be placed while you are away from home? _____

Please list all of your current pets:

Dog/Cat	Breed	Name	Age	M/F	Spayed/Neutered	How long owned?	Kept inside/outside

Please use back of application if you require more space. We recommend all other animals in your home be up to date on vaccinations. If you have any concerns, please discuss the idea of fostering animals with your veterinarian.

Do you have livestock on your property? yes no

Describe your yard:

_____ no yard _____ unfenced yard _____ partially fenced yard _____ completely fenced yard

Height of fence: _____ Made of: _____ wood _____ chain link _____ brick _____ other _____

**Foster dogs and puppies must be supervised at all times when outdoors.*

If you do not have a fenced in yard, would you agree to keep your foster dog on a leash at all times when outside? yes no

What are your plans to exercise your foster? Please list any parks nearby or trails, how many walks a day, approximate length and activities such as agility: _____

References:

1. Name: _____ Phone #: _____
Address: _____ Relation: _____
2. Name: _____ Phone #: _____
Address: _____ Relation: _____
3. Name: _____ Phone #: _____
Address: _____ Relation: _____

If you have a veterinarian, please provide his or her name and telephone number: _____

If you have previously fostered, please provide the rescue's name, address and telephone number: _____

Do you authorize the Director of the LUACF to contact the above references? yes no

I agree to have LUACF complete reference call checks to be able to approve my foster application.

I understand the filing of this application in no way guarantees approval to foster a dog from LUACF.

I have read and understand the statements above. I certify that all the information contained in this application is true and correct.

Signature

Date

Notary

Date

My Commission expires: _____

Return application to:

Lewis-Upshur Animal Control Facility
318 Mud Lick Road
Buckhannon, WV 26201
(304) 472-3865

Fostering for rescue ☐
Medical fostering for LUACF ☐



LEWIS UPSHUR

Animal Control Facility

Foster Agreement

Applicant Name: _____ Phone #: _____

Address: _____

Foster Dog Name: _____

Dog ID: _____

Date to be released to Foster: _____

Please read the following carefully:

This Foster Agreement (hereinafter "Agreement") is made on the date below by and between the Lewis-Upshur Animal Control Facility (hereinafter "LUACF") and Foster residing at the address above. This agreement is valid until the pet is no longer in the Foster's care. The parties hereby agree to the following:

1. LUACF retains ownership of all animals placed in foster care, and will make all decisions regarding the adoption and placement of the animals fostered. Foster will be expected to keep the animal safe and secure, return the animal to the LUACF when requested to do so, and not promise the animal to anyone, or imply Foster has the authority to approve a potential adoption.
2. Foster understands that if the pet has been selected by a rescue that he/she will not be available for adoption.
3. Foster will accept and consider the pet as a household companion, not as an outside pet, and will provide the pet with a safe environment, humane treatment, and provide proper food, fresh water, shelter, and exercise. Unless otherwise arranged, Foster will be responsible for providing all food, litter, bedding, and toys for the pet while he/she is in Foster's care at home.
4. Foster agrees this pet will not be abused in any manner. The pet will not be chained at any time, nor will the pet be permitted off the property of the Foster unless accompanied by a mature individual. The pet will not be used in any aspect of animal fighting. Pet will not be subject of or subjected to any biological, chemical, psychological, or other experiment.
5. The pet will be allowed to sleep indoors and protected from the elements or adverse conditions. Pet will not be housed or kept outside or in a yard.

6. Foster will immediately notify LUACF if the pet is lost or stolen and will make every reasonable effort to recover the pet.
7. Foster will not alter the pet's appearance in any way, shape or form (ex. Cropping, docking).
8. Foster permits LUACF staff to visit at reasonable convenient times to check on the well-being of the pet.
9. Foster will immediately notify LUACF in the event of any injury, illness, or death during the foster care period.
10. Foster understands the commitment he or she is making by agreeing to foster the above referenced pet and that there is no definitive time period. Foster understands it may take weeks or possibly longer for the pet to be adopted.
11. If Foster can no longer care for the pet, Foster will notify LUACF immediately. Foster understands that it may take time to find the pet a sufficient replacement home for its needs.
12. I understand that although LUACF takes reasonable care to screen animals for foster care placement, no guarantees are made relating to the animals' health, behavior or actions. I understand that I receive foster care animals at my own risk and can decline to accept any animal for which LUACF has asked me to provide care.
13. I acknowledge that LUACF is not responsible for any property damage or personal injury suffered by me, members of my household, including my own animals, or any third parties during a foster placement, and I assume liability to provide adequate controls to prevent such damage or injury.
14. In the event the Foster does not comply with the terms of this Agreement, at the reasonable discretion of the LUACF, LUACF may recover the pet. Promptly upon the demand by LUACF, the Foster will relinquish the pet to LUACF.

By signing below, I assume all risks normally incident to fostering an animal, and I agree to indemnify, defend, and hold harmless the Lewis-Upshur Animal Control Facility, their agents, employees, and volunteers from any and all suits, actions, or claims that arise from my actions as a foster care participant.

Signature

Date

Director Signature

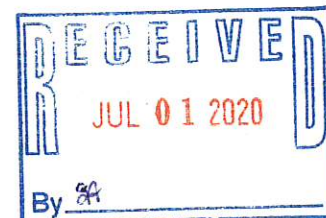
Date



State of West Virginia
John B. McCuskey
 State Auditor

Office of the State Auditor
 Local Government Services
 200 West Main Street
 Clarksburg, West Virginia 26301

Toll Free: (877) 982-9148
 Telephone: (304) 627-2415
 Fax: (304) 340-5090
www.wvsao.gov



June 24, 2020

Dear County Commissioners/Council Persons

The State Auditor's in-service training program for all County Commissioners/Councils will be held on August 2-4 at Canaan Valley Resort and Conference Center in Davis, West Virginia. WV Code §7-7-2 requires that each County Commissioner/Council Person and, at his or her option, one or more of his or her employees must participate in the program established by the State Auditor. We are currently working on the agenda and will send you a copy at a later date.

Each year, the State Auditor presents the Thelma J. Stone Memorial Achievement Award to a County Commission that has demonstrated excellence and professionalism in county government during the previous year. Enclosed is a copy of the Charter for the Thelma J. Stone Memorial Achievement Award. **Nominations must be received by Friday, July 17, 2020.** If you would like to make a nomination for this award, please submit your letter of recommendation to Ora Ash at: ora.ash@wvsao.gov.

Again, I encourage you to attend this year's State Auditor's in-service training program and take advantage of the training being offered and the opportunity to exchange ideas with others with similar interests and problems. If you have any questions concerning this training program, please feel free to contact Ora at 304-627-2415, extension 5114, or email at ora.ash@wvsao.gov.

Sincerely,

John B. McCuskey
 State Auditor



**State Auditor's Required Annual In-Service Training
and CCAWV Annual Meeting for
County Commissioners/Councils and Staff
August 2 – 4, 2020**

**Canaan Valley Resort and Conference Center
Davis, West Virginia**



State Auditor John B. McCuskey and the County Commissioners' Association of West Virginia are pleased to extend an invitation to all **County Commissioners/Councils and Staff** to attend a combined State Auditor's Required Annual In-Service Training and CCAWV Annual Meeting at Canaan Valley Resort and Conference Center, Davis, West Virginia on **August 2-4, 2020**. Additional event info will be available soon!

Our hearts go out to all those affected by coronavirus and we realize this has been a very difficult time for you and your staff. We appreciate the hard work you do to serve the people of our great State and wanted to advise you we are working with Canaan Valley Resort in making every effort to safeguard the health and safety of our participants. We are monitoring government and health official guidelines on current safety protocols such as the importance of social distancing and other important protective measures.

You can register online, by mail or fax. If you would like to register online, *which is faster*, visit the State Auditor's Office website at WWW.WVSAO.GOV and locate the "Select a Meeting" button.

Seminar Registration Fee: \$200.00 (2 Dinners, 2 Breakfasts, 2 Lunches, Breaks)

If you plan to bring a family member with you who will be attending meal events, please contact: **Emily Parsons** to obtain a **Guest Registration** at (304) 558-2261, Ext. 5101 or Events@wvsao.gov

Canaan Valley Resort Reservation Info:	Telephone:	304-866-4121
	Room Rate:	\$98.00/night (Includes \$9 Resort Fee)
	Book a room online:	Reserve Group Rate Here
	Check In:	4:00 pm
	Check Out:	10:00 am
	Deadline:	July 24 (Reservations open on July 1)

Reservations open on July 1st. You are responsible for making your room reservations by no later than **July 24**, either online (*link above*) or by calling the Resort at **304-866-4121**. Mention you are tax exempt!

While attending the training, please wear your I.D. badge to all events including: Sessions, Meals, Reception and Breaks. Your badge identifies you as a registered participant with our group. There will be other guests at Canaan Valley Resort during our stay. We must be able to identify you as one of our attendees. Please do not invite any non-registered, non-credentialed individuals to attend our meals or events. If you have any questions concerning the upcoming training, contact either:

Emily Parsons, Administrative Assistant at 304-627-2415, or email: Emily.Parsons@wvsao.gov
Denise Allen, Executive Assistant at 304-345-4639, or email: Denise@ccawv.org

Registration Fee: \$200.00

Registration Deadline: July 24, 2020

☐ Mr. ☐ Mrs. ☐ Ms. _____

Title _____ County _____

Address _____ City/State/Zip _____

Telephone _____ Email _____ @ _____

THREE WAYS TO REGISTER:

1. Online: WWW.WVSAO.GOV "Select a Meeting" Link"
2. Fax: (304) 340-5090
3. Mail: State Auditor's Office
Emily Parsons, Administrative Assistant
County Commissioners' Training
200 West Main Street, Clarksburg, WV 26301

UPSHUR COUNTY COMMISSION

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

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

TDD Numbers
Business: 472-9550
Emergency: 911

June 30, 2020

Honorable Judge Kurt W. Hall
Upshur County Courthouse
40 W. Main St., Room 202
Buckhannon, WV 26201

Re: Magistrate Court Bailiff Services FYE 20 Invoice

Honorable Judge Hall:

The attached invoice and cover letter from Sheriff Coffman were received by the Commission Office on June 26, 2020. The Magistrate Court Fund has been depleted to compensate Upshur County for Magistrate Court office space rental fees. Therefore, the Commission respectfully requests permission to process payment for the invoice in the amount of eight-thousand, six-hundred and ten dollars (\$8,610) from the Worthless Check Fund.

If you require additional information or would like to discuss the request further, please feel free to contact me. Thank you in advance for your consideration.

Sincerely,



Carrie L. Wallace
County Administrator

Upshur County Sheriff's Office

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DAVID H. COFFMAN, SHERIFF

Heather D. Parke
Chief Deputy
Tax Division

38 W. Main Street, Room 101 • Buckhannon, WV 26201
Tax Office Phone: 304-472-1180 • Law Enforcement Phone: 304-472-1182
Tax Office Fax: 304-472-0937 • Law Enforcement Fax: 304-472-4547

Michael R. Kelley
Chief Deputy
Law Enforcement

June 26, 2020

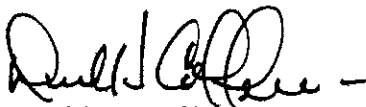
Upshur County Commission
Upshur County Administrative Annex
91 W. Main St., Suite 101
Buckhannon, WV 26201

Dear Commissioners:

Pursuant to Rule 3 of the West Virginia Judiciary Administrative Rules for the Magistrate Courts please forward the attached invoice for Magistrate Court Bailiff Services for fiscal year ending (FYE) June 30, 2020 to the West Virginia Supreme Court of Appeals. Bailiff services were provided to the Magistrate Court on two hundred and forty-six days (246) in FYE 2020.

If you have any questions, feel free to contact the Office of the Upshur County Commission.

Sincerely,



David H. Coffman
Upshur County Sheriff

Enclosures: Invoice 2

Upshur County Sheriff's Office

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DAVID H. COFFMAN, SHERIFF

Heather D. Parke

Chief Deputy
Tax Division

38 W. Main Street, Room 101 • Buckhannon, WV 26201
Tax Office Phone: 304-472-1180 • Law Enforcement Phone: 304-472-1182
Tax Office Fax: 304-472-0937 • Law Enforcement Fax: 304-472-4547

Michael R. Kelley

Chief Deputy
Law Enforcement



INVOICE FOR MAGISTRATE COURT BAILIFF SERVICES

Invoice Date: 6/26/20

Invoice Number: 0002

Responsible Party:

Supreme Court of Appeals of West Virginia 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, WV 25305

Invoice Amount Payable: Eight Thousand Six Hundred and Ten Dollars (\$8,610.00)

Invoice for provision of Magistrate Court Bailiff Services for the Fiscal Year Ending June 30, 2020.

Payable to: Upshur County Commission

Please Mail Payment to: Upshur County Administrative Annex

91 W. Main St., Suite 101, Buckhannon, WV 26201

3-54-0039-035-2020



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Eastern Region
West Virginia

FAA AEA-600
176 Airport Circle
Room 101
Beaver, WV 25813

CARES Act Grant Transmittal Letter

May 8, 2020

Mr. Richard Clemens
P.O. Box 1042
Buckhannon, WV 26201

Dear Mr. Clemens:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-54-0039-035-2020 for Upshur County Regional. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 13, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

3-54-0039-035-2020

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify our office by email that the grant is administratively and financially closed. Stewart Lewis, 304-252-6216, is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,


Matthew Di Giulian (May 8, 2020)

Matthew Di Giulian
Manager, Beckley AFO



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date May 8, 2020

Airport/Planning Area Upshur County Regional

CARES Grant Number 3-54-0039-035-2020

Unique Entity Identifier 077493658

TO: Buckhannon-Upshur Airport Authority

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

Upshur County Commission

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 27, 2020, for a grant of Federal funds at or associated with the Upshur County Regional, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Upshur County Regional, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Upshur County Regional incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such

payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$20,000.**

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

3-54-0039-035-2020

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 13, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.
18. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
 - B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either —
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Co-Sponsor.** Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

- C. The utilities must serve a purpose directly related to the Airport.

3-54-0039-035-2020

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Matthew Di Giulian

Matthew Di Giulian (May 8, 2020)

(Signature)

Matthew Di Giulian

(Typed Name)

Manager, Beckley AFO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated May 15, 2020

Buckhannon-Upshur Airport Authority

(Name of Sponsor)

Richard Clemens

(Signature of Sponsor's Authorized Official)

By: Richard Clemens

(Typed Name of Sponsor's Authorized Official)

Title: President

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Tom O'Neill, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of West Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at June 1, 2020

By: Tom O'Neill
(Signature of Sponsor's Attorney)

3-54-0039-035-2020

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated June 10, 2020

Upshur County Commission

(Name of Sponsor)

Samuel R Nolte

Samuel R Nolte (Jun 10, 2020 14:56 EDT)

(Signature of Sponsor's Authorized Official)

By: Samuel R Nolte

(Typed Name of Sponsor's Authorized Official)

Title: Upshur County Commiss

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Bryan S. Hinkle, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of West Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at June 11, 2020

By: Bryan S. Hinkle
Bryan S. Hinkle (Jun 11, 2020 09:09 EDT)
(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES**AIRPORT SPONSORS**

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Buckhannon-Upshur Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

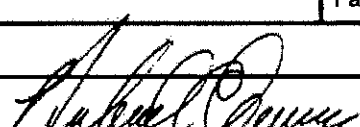
It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation *Other (Specify) _____ <input type="checkbox"/> Revision
*3. Date Received: NA	4. Applicant Identifier: W22 (Upshur County Regional) Buckhannon, WV
*5a. Federal Entity Identifier: 540039	*5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION:	
*a. Legal Name: Buckhannon-Upshur Airport Authority	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 30-0733276	*c. Organizational DUNS: 07-749-3658
d. Address:	
*Street 1: _____ Street 2: _____ *City: <u>BUCKHANNON</u> County: _____ *State: <u>WV</u> Province: _____ *Country: <u>USA: United States</u> *Zip / Postal Code: _____	
e. Organizational Unit:	
Department Name:	Division Name:
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: _____ *First Name: <u>Richard</u> Middle Name: _____ *Last Name: <u>Clemens</u> Suffix: _____	
Title: <u>Airport Manager</u>	
Organizational Affiliation:	
*Telephone Number: 304-439-8421	Fax Number:
*Email: rich.clemens@gmail.com	

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type: X. Airport Sponsor Type of Applicant 2: Select Applicant Type: Type of Applicant 3: Select Applicant Type: *Other (Specify)
*10. Name of Federal Agency: Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number: <u>20.106</u> CFDA Title: <u>Airport Program</u>
*12. Funding Opportunity Number: <u>NA</u> *Title: <u>NA</u>
13. Competition Identification Number: <u>NA</u> Title: <u>NA</u>
14. Areas Affected by Project (Cities, Counties, States, etc.):
*15. Descriptive Title of Applicant's Project: Any purpose for which airport funds may be lawfully used, as found in the Office of Airports Revenue Use Policy, except airport development or land acquisition.
Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: 2	*b. Program/Project:
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: NA	*b. End Date: NA
18. Estimated Funding (\$):	
*a. Federal	\$20,000.
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$20,000.
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____. <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", provide explanation and attach _____	
<p>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)</p> <p><input checked="" type="checkbox"/> ** I AGREE</p> <p>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</p>	
Authorized Representative:	
Prefix: _____	*First Name: <u>Richard</u>
Middle Name: _____	
*Last Name: <u>Clemens</u>	
Suffix: _____	
*Title: Airport Manager	
*Telephone Number: 304-439-8421	Fax Number: _____
* Email: rich.clemens@gmail.com	
*Signature of Authorized Representative: 	*Date Signed: 4/27/2020

**City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, July 2, 2020**

**Channel 3 is Live Streaming our City Council Meetings here:
<https://www.facebook.com/ch3buckhannon/>**

Please send public comments to buckhannon@buckhannonwv.org via email or drop them in the mail, or dropbox behind City Hall.

A. Call to Order

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

B. Recognized Guests

- B.1 Jan Craig-Fireworks in the City Limits

C. Department & Board Reports

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

D. Correspondence & Information

- D.1 Official Oath of Office- Mayor Robbie Skinner, Recorder Randy Sanders, Council Members Jack Reger, Pamela Bucklew & CJ Rylands
- D.2 FOIA Request-SmartProcure for PO/Vendor Information & ACLU for BPD Operations
- D.3 Reminder City Hall Closed on July 6, 7, & 8 due to Electrical Service Panel Upgrade
- D.4 Proclamations: BEST Award-Bob Post, Gray Barker World UFO Day, Bob Wallace & Dedication Artist Wolfgang Flor
- D.5 Drive-in & Park July 5th Independence Day Fireworks Display Celebration –Citizens Bank, Walgreens, Premier Bank, Community Bank & CVS

E. Consent Agenda

- E.1 Approval of Minutes-Regular Meeting 06/18/2020
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

F. Strategic Issues for Discussion and/or Vote

- F.1 Authorization to Solicit Bids for a Concrete Truck and Silo
- F.2 Approval Financing of Rescue Fire Pumper Apparatus Truck
- F.3 COVID-19 Employee Return to Work Policy
- F.4 Approval Resolution 2020-06 Budget Revision Coal Tax
- F.5 Approval Resolution 2020-07 Budget Revision General Fund
- F.6 Discussion City of Buckhannon Board Appointments FY 2020-2021

G. Comments and Announcements

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

H. Mayor's Comments and Announcements

I. Adjournment

Posted 06/29/2020

Next Regular Scheduled City Council Meeting Thursday, July 16, 2020

In compliance with West Virginia's Public Meeting Law, the 26th Judicial Circuit Community Corrections Program board meeting will be held July 6, 2020 at 6:00pm at the Upshur County Day Report Center in Upshur County. The public is invited to attend and learn more about our program, serving Lewis and Upshur Counties.

COMMUNITY CORRECTIONS

Board Meeting Agenda

July 6, 2020

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

I. Handouts

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

II. New Business

- 1) Batterer's Intervention Prevention Class Update
 - Upshur/Lewis- 0 referrals still no facilitator
- 2) Home Confinement Update- Lewis- 8 Upshur-29
- 3) Community Corrections Update
 - Referrals received since July 1, 2019 Upshur-85 Lewis-81 Total-166
 - Grant update

III. Next Meeting

- **September 7, 2020 at the Lewis County Commission Meeting Room 6:00 P.M.**

ELKINS ROAD PUBLIC SERVICE DISTRICT

75

Agenda

Meeting Regular Monthly Meeting

Start Time 5:00 PM

Date Tuesday, July 7, 2020

Place P.S.D. Office
4536 Old Elkins Rd, Buckhannon

Meeting Called to Order by Chairperson 5:00 PM
Pledge of Allegiance
Roll Call Introduce Board of Directors
Chair/Treasurer-Carey Wagner, Secretary-Larry Heater, Board Member-Sonny Matthews
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;
System Operator-David Wamsley
Recognize Current Customers
Approval of Minutes - June 2, 2020 Regular Monthly Meeting **Vote**
Approval of Minutes - June 10, 2020 Special Meeting **Vote**
Treasurer Report/Payment of Bills for July/bal of June Invoices **Vote**

ITEMS FOR DISCUSSION

Select an Audit Committee **Vote**
Must consist of (3) people and at least one board member

Phase III Extension Project Updates **Vote**
Invoice payment approval (when needed)
Contract Updates

Maintenance Report
In-house Meter Reading
Unaccounted for Water Loss Update

Review and Fill our Scoring Sheets on all Audit Bidders

Date & Time of August 2020 Meeting - Tuesday, August 4, 2020 @ 5:00 pm

Adjournment **Vote**

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

Rough Draft Prepared by Office Manager June 11, 2020
Prepared by Board Chair and Office Manager June 23, 2020
Posted and Available to the Public on July 2, 2020

Upshur County Convention & Visitors Bureau**July 8th, 2020 Agenda**

- Call Meeting to Order
- Approval of Minutes
- Treasurer's Report
- Director's Report
 - Income levels and Employee Status.
 -
- Event Center Report
 - Sean to start July 13th
 - Confirmed events on July 23rd, August 6 & 7 and throughout September.
 - We'll start a social media campaign to announce our re-opening and start recruiting events.
 - Limited overtime pay available.
- Old Business:
 - CVB Budget & Finances
- New Business:
 -
- Motion to Adjourn Meeting

NEXT MEETING: August 12th, 2020

UPSHUR COUNTY SENIOR CENTER

TO: Upshur County Senior Center Board of Directors

FROM: Sarah Campbell/Ransom Hackett

MEETING: Senior Center Board of Directors

DATE: July 8, 2020

TIME: 12:00 PM

PLACE: Conference Call, Upshur County Senior Center

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

None

New Business

LIFE Budget Revision FY 2020

FY 21 LIFE Budget

LH/FAIR Budget Revisions

Volunteer Management Policy

NEW NGA LH/FAIR

Treasurer Election

COACT NGA

Personnel Matters

COVID-19 Bonuses

Next Meeting

Adjournment

Buckhannon-Upshur Airport Authority Agenda

***Buckhannon-Upshur Airport Authority–Virtual Meeting via Telephony or ZOOM ¹
Thursday, July 9, 2020 at 4:00 pm***

- A. Call to order
- B. Recognized guests and public comment period
- C. Officer/Committee/Consultant Reports:
 - President's Report – Rich Clemens
 - Past Due Accounts – status
 - WV Surplus application – status
 - Networking Installation – status
 - Board Membership
 - Visit by WVARC Tuesday July 14 @ 8:00 am
 - Treasurer's Report – Phil Loftis, Treasurer
 - Approval for recommended adjustment to fuel inventory for the end of FY 2020; Jet A decrease inventory 53.57 gallons and 100LL decrease inventory 990.22 gallons
 - Hangar Drainage Project - update
 - Secretary's Report – Brian Huffman, Secretary
 - Engineering Reports – Melissa Defibaugh, Chapman/Technical
 - [Contract documents and Notice to Proceed](#) for runway rehabilitation project.
 - RFP for Fence Clearing - status
 - Operations – Jamie Wilt, Jennifer Powers
 - Aircrafts Tied Down - status
 - USDA rabies vaccine drop team tentatively schedule for August 21, 2020
 - T-3 (Tyler Barger) hangar has a roof leak
 - Update fuel prices JetA and AVGas?
 - Hangar repairs – update and status
- 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
- G. New Business:
- H. Board Member Comments and Announcements
- I. Adjournment

Notice: This (and possible future meetings) are being held using a conference call and the electronic application 'Zoom'. Should you desire to attend this meeting electronically you will need to contact the Authority (secretary@flyW22.com or 304-439-8421) at least one hour prior to the meeting to gain the necessary information to join the meeting. All meetings of the Authority are open to the public and shall return to the Airport facilities when deemed safe for all participants. Thank you for your understanding.

¹ Due to Covid-19 concerns and per WV Code 6-9A-2(5) "Meeting" means the convening of a governing body of a public agency for which a quorum is required in order to make a decision or to deliberate toward a decision on any matter which results in an official action. Meetings may be held by telephone conference or other electronic means.

UPSHUR COUNTY SAFE STRUCTURES AND SITES
ENFORCEMENT BOARD

Meeting Agenda

Upshur County Administrative Annex

Thursday, July 9, 2020

3:00 p.m.

- I. Call meeting to order
- II. Recognition of Guests
- III. Public Comment
- IV. Approval of previous meeting(s) minutes
 - June 11, 2020
- V. Report and/or action on Pending Cases
 - 061418-03 (Best) – Discuss status of property and if contact with new property owner was made
 - 101019-02 (Chewning) – Review photographs of property
 - 111419-01 (Browning) – Review photographs of property
 - 010220-01 (Gardner) – Review photographs of property
 - 061120-01 – Review photographs of property
 - 061120-02 – Review photographs of property
 - 061120-03 – Review photographs of property
- VI. Consider requests to establish new cases
 - 1 new Complaints
- VII. Adjournment

The next Safe Structures & Sites Board Meeting will be held on Thursday, August 13, 2020 beginning at 3:00 p.m. at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.

James W. Curry Library/Park Advisory Board Minutes October 23, 2019

The October 23rd, 2019 meeting of the James W. Curry Library/Park Advisory Board was called to order by President Mike Quinn at 10:09 am.

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

Absent: Carrie Wallace, Lewis Simmons

Guests: Nate Kennedy

Staff: Jonathan Freeman, Darlene Gregory, and Judith Williams

Minutes: Minutes of the September 25th, 2019 Advisory Board Meeting were approved; motion by Al, seconded by Erv; motion passed.

Public Comment Period: None

The Advisory Board discussed the amount of land on the campground side of the road that was available for hunting. Jonathan indicated it was about 40 acres, but Nate said it was closer to 80 acres. It was determined that after subtracting the acreage in the safety zones, the huntable property was about 40 acres. Erv mentioned that the state of Ohio allows no high power rifle hunting at all. Discussion ensued regarding muzzle-loader and bow hunting. Judith expressed concern as to how all these rules and exceptions were to be conveyed to the hunters getting permits, the amount of resistance and blow back that would certainly ensue, and the “bad press” that would generate for the library as the issuing agency. Mike reviewed the steps already taken to promote safe hunting: posting, safety zones, 4-wheeler barriers, etc. and discussed the felling of an additional tree to limit access to one remaining troublesome area. Mike indicated that Mr. Withrow’s concerns were valid to a point, but might also need to be considered reciprocally. Noting that it was already too far into this hunting season to make changes that were certain to cause an uproar, it was suggested that we table any changes in policy until prior to hunting season next year and see if Mr. Withrow had any additional complaints/concerns at that time. A motion to do so was made by Al and seconded by Lori.

Staff Report:

Park – Camping has slowed down, but was better than expected the past reporting period with \$260.00 in camping fees collected. The pavilions are still being used regularly. Managing the leaves is an ongoing process, but is being left for the time being to add to the ambience for the upcoming hayride and Halloween festivities. There have been no further problems with the dumpster and we are still on weekly emptying to accommodate some Library and Park cleaning and the last event at the community building. Jonathan will be contacting Waste Management soon to discuss “hibernating” the pickup as we did last year and the feasibility of a locking dumpster. Jonathan noted that there would be an upcoming expense (already covered in the budget) for some necessary chainsaw repairs. Jonathan reported the signs were in and the posting process had begun. Mike commended Jonathan for his efforts and diligence in researching, designing, negotiating price and acquiring the signage. All agreed that the signs were well done and at a good price.

James W. Curry Library/Park Advisory Board Minutes October 23, 2019

Library – Judith reported that the numbers were consistent for the time of year for the library. She emphasized that what was notable about the library staff report this month was the spike in program attendance with 54 children and 35 adults attending the Family Storytime, 39 adults and 10 children attending the Callanetics exercise classes, and 22 adults and 6 children being involved in the Quilting Fun quilt making fund raising program. Lori noted that the Storytime attendance might be higher than in town. Judith said she could not speak to that with their circumstances so much different than ours and cited the uptick as more likely due to increased awareness of the value of the programming being offered and as an off-shoot of our summer reading program.. In light of the effort it takes for many of our families to participate due to bus schedules, homework, and logistics, their efforts to use and support the library are noteworthy and commendable. The library is awaiting word on the IMLS Code Club in Small & Rural Libraries grant and working on the UCCVB Advertising Grant and the Community Grant Physical Activity Initiative for Take Back Our Health & WVU College of Physical Activity & Sports Science. Also of note is the article “Snowbird visits Rock Cave Elementary” where 14 of 22 recognized students were active participants in the “Universe of Stories” Summer Reading Program at the library. An article was provided to the board members regarding “First Amendment Audits in Libraries” reflecting a growing trend wherein individuals are visiting buildings to film and photograph library staff and users in an attempt to prove First Amendment violations. Judith indicated that this is not currently a problem, nor does she anticipate it becoming one, however at some point a policy will need to be written to cover this eventuality. Tricia explained how policies are shared among libraries and through the WVLC aiding small libraries like ours. Question was raised regarding the need for legal counsel in policy preparation. Judith explained that our policies require review and approval by the County Commission and if there are any legal questions, they are reviewed by the County legal staff. Her purpose in providing this information was simply to keep the board apprised of privacy issues and current trends in the field.

Timber – Nate deferred comment on trails until later in the meeting, but was asked to elaborate on the current timber prices and market climate. After some discussion, the question was raised about the timeline for the next harvesting which Nate indicated would be 4 years out to begin surveying and marking with the next harvest 5 years out.

Review/Report

Old Business:

Consideration of Bike Trails on Property – Nate indicated that neither party involved in this issue had been able to follow through for one reason and another. He indicated that spring of next year would be the earliest opportunity to revisit the establishment of trails for biking or walking.

New Business:

Election of officers: It was proposed that a motion be made to carry the officers “as is” into next year until spring and allow Carrie to resign as secretary at that time. The general consensus was that that approach was not consistent with the by-laws. Erv Lake then offered to assume the position of secretary

James W. Curry Library/Park
Advisory Board Minutes
October 23, 2019

with the remainder of the slate remaining as is. Motion was made by Al for Mike Quinn as Advisory Board President, Albert Lake as Vice-President, and Ervin Lake as Secretary. Motion was seconded by Erv and the motion passed unanimously.

Motion for adjournment was made by Al and seconded by Lori with the meeting adjourned at 10:52 am.

Michael Quinn

Carrie H. Wallace
Carrie Wallace

Albert Lake

Ervin Lake

Lori Ulderich Harvey

Lori Ulderich Harvey

Lewis Simmons

Lewis Simmons

Patricia Tolliver

Patricia Tolliver

Sara Collins

Sara Collins

Upshur County Fire Board Meeting
May 19, 2020

Members Present: Joe Gower, Larry Alkire, Kristie Tenney, and Tom Oneill (via teleconference).

Members Absent: Linn Baxa, Rick Harlow and Clifton Shaw

Others Present: Toni Newman-Fire Fee Clerk

The Fire Board meeting was called to order by Chairman Joe Gower at 6:30 pm. All motions passed unanimously unless otherwise stated.

The meeting minutes from March 17, 2020, were approved on motion by Larry Alkire and second by Kristie Tenney.

The Fire Fee Clerk reported the 2019 Fire Fees are currently at 90 percent collected. Training for the Folding Machine was completed by Toni and Tabatha Perry. The Board paid approximately \$5000.00 last year for printing, perforating, stuffing and ready to mail. If we opt to use the folding machine, the estimate for printing and perforating only is \$2200.00. We would still incur the cost of envelopes. The new printer arrived but could not be installed as the second drawer did not fit. It will be replaced and installed as soon as possible. The Fire Fee clerk advised she has been using a borrowed laptop for work-from-home and suggested the Board may want to consider purchase of a laptop. She will provide a quote from GST at the next meeting of the board. Kristie advised the Commission and Tax Department are planning to install a night deposit type box in the tax office to cut down on foot traffic in the building. This will allow customers to place tax and fire fee payments directly into the tax office and will not incur costs to the Fire Board. The Fire Fee Clerk suggested that due to the pandemic the Board may want to reconsider advertising online payments in local newspapers. Last year's quote from My Buckhannon was \$150.00 per week and a run time of two weeks. Toni provided an updated Fire Fee Statement for review: the only changes were the dates. The template will be given to Ralston Press and the final will be available for approval at the next meeting.

The checking account balance as of 3/31/2020 and 4/30/2020 was \$85,505.11. The disbursement from the Chief Tax Deputy for the month of February was \$6,210.31 and for the month of March was 2,645.18

The following invoices were reviewed and approved upon motion by Kristie Tenney and second by Larry Alkire:

- Software Systems---Invoice #33701---Maintenance Charge March---\$206.00
- Software Systems---Invoice #33797---Maintenance Charge April---\$206.00
- Upshur County Commission---Reimbursement---Payroll---January-March 2020---\$5,835.06

After discussion and on motion by Tom Oneill and second by Larry Alkire, the Board approved a final 2019 distribution of fire fee funds in the amount of \$5,000.00 per department.


Discussion of options as to what to do with the copier that is no longer needed: Toni will canvass all VFDs to determine if anyone has a need for it.

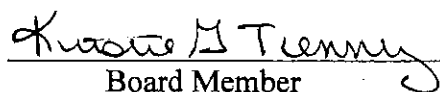
After discussion and on motion by Larry Alkire and Kristie Tenney, the Board approved the 2021 proposal for WVCoRP insurance coverage.

Linn Baxa has indicated he will not seek a second term on the Fire Board after his 1st term expires June 30, 2020. The Fire Association will need to recommend his replacement. Larry Alkire does plan to stay on the Board for a second term and will submit his request to the County Commission for approval.

There were three corrective tickets this month, approved on motion by Kristie Tenney and second by Larry Alkire. There were no exoneration requests.

There being no further business the meeting adjourned at 7:30 p.m. The next meeting of the Board will be June 16, 2020.


 Joseph Gower, Chairman, Upshur County Fire Board


 Board Member