

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 16, 2020
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
 - March 26, 2020 Amended
 - June 4, 2020 Amended
 - 2020 Primary Election Canvassing Minutes
 - July 9, 2020
- 9:15 a.m. Rodney Rolenson, Corporal and Home Confinement Supervisor --- Discussion regarding GPS monitoring contract agreement with Attenti US, Inc. Page 5-10
- 1:00 p.m. Supervisor Meeting
- 2:00 p.m. Policy Board Meeting

Items for Discussion / Action / Approval:

1. Review and signature of Renewal Agreement between The Upshur County Commission and Quality Home & Office Cleaning for janitorial services. Per the renewal clause, Owner and Contractor agree all terms set forth in the Agreement dated July 19, 2018 are in full force and effect for another one-year period effective August 1, 2020 and continuing through June 30, 2021. Owner shall pay the Contractor, upon completion of all work, no more than the sum of \$39,480. * Page 11-16
2. Review the proposal from Civil & Environmental Consultants, Inc. to conduct a Hydrologic and Hydraulic study for Brushy Fork and an unnamed tributary of Brushy Fork on the 13.84-acre property (the Wellness Complex) located off of Ridgeway Road in Buckhannon, WV. The estimated project cost is \$10,500. Fourteen acres of the adjacent property owned by the Upshur County Development Authority can be added to the project for an additional \$2,500. * Page 17-31
3. Consider appointment to the Upshur County Library Board. The unexpired term is effective immediately and ends on June 30, 2021. The following individuals have submitted a letter of interest for this vacant position. * Page 32-34
 - a) Jon Benjamin
 - b) D. Joy Layfield
 - c) Katie Loudin
4. Correspondence from Sheriff David H. Coffman requesting approval to hire Amber Powers as a fill-in Court Security Officer. Upon approval, Ms. Powers will begin employment on August 2, 2020 at the pay wage rate of \$11 per hour. * Page 35

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

5. Correspondence from Carrie Wallace, County Administrator, requesting the employment of Terry R. Boyd as a Maintenance Technician at the pay rate of seventeen dollars (\$17.00) per hour, effective July 26, 2020. * Page 36

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

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

For Your Information:

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

1. Correspondence to the WV Statewide Interoperable Radio Network requesting permission to place a VHF high band repeater on the Cleveland Mountain Tower and further requesting for the load study fee to be waived. Page 37-38
2. Correspondence from 26th Judicial Circuit Judge Jacob E. Reger appointing Steven B. Nanners to replace Dennis Willett on the Upshur County Civil Service Board. This term expires on December 31, 2020. Page 39
3. Upshur County Safe Structures and Sites Enforcement Board Petition for Order --- Case Number 101019-02 (Warren Tax District – Tax Map 7C – Parcel Number 42.10) Page 40
4. Upshur County Fire Board, Inc. Cumulative Financial Reports FY20 – July 1, 2019 through June 30, 2020 Page 41-53
5. Pecks Run Channel update prepared by the Tygarts Valley Conservation District and the WV Conservation Agency Page 54-58
6. Adrian Public Service District Independent Auditor's Report and Related Financial Statements for the years ended June 20, 2019 and June 30, 2018 Under separate cover
7. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - St. Joseph's Hospital and the Rotary Club of Buckhannon-Upshur to Hold Blood Screenings in July and August by Appointment Page 59
 - b) Agendas and/or Notice of Meetings:

• Buckhannon-Upshur Parks & Recreation Advisory Board	July 13, 2020	<u>Page 60</u>
• Upshur County Public Library	July 15, 2020	<u>Page 61</u>
• City Council of Buckhannon	July 16, 2020	<u>Page 62</u>
• Upshur County Farmland Protection Board	July 16, 2020	<u>Page 63</u>
• Upshur County Fire Board, Inc.	July 21, 2020	<u>Page 64</u>
 - c) Meeting Minutes:

• Elkins Road PSD	June 2, 2020	<u>Page 65-66</u>
• Adrian PSD	June 4, 2020	<u>Page 67-68</u>

• Elkins Road PSD	June 10, 2020	<u>Page 69-70</u>
• Tennerton PSD	June 10, 2020	<u>Page 71-72</u>
• Upshur County Senior Center	June 10, 2020	<u>Page 73-74</u>
• Buckhannon-Upshur Parks & Recreation Advisory Board	June 15, 2020	<u>Page 75-76</u>

d) Meetings:

• 08/04/20	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 (Mary L. Gower – 6-30-2020) --- Conservation District
- 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)

Next Regular Meeting of the Upshur County Commission
July 23, 2020 --- 9:00 a.m.
Upshur County Courthouse Annex

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



AGREEMENT FOR PROFESSIONAL SERVICES AND PRODUCTS

THIS AGREEMENT is entered into the last date signed below (hereinafter "Effective Date") by and between **Attenti US, Inc.** (hereinafter "Contractor"), a Delaware corporation with its principal place of business located at 1838 Gunn Highway, Odessa, FL, 33556 and **26th Judicial Circuit Community Corrections Day Report Center** (hereinafter "Agency"), with its principal headquarters or administrative offices located at 43 WBUC Rd., Buckhannon, WV 26201.

The Agency desires to engage the Contractor to provide certain technical and professional services and certain products (hereinafter referred to as the "Project"); and

The Contractor wishes to provide to Agency the technical and professional services and the products constituting the Project; and

The Contractor and the Agency wish to establish a master agreement pursuant to which individual orders for products and services for the Project can be submitted by the Agency and accepted by the Contractor;

The parties agree as follows:

1. Contract Term

This Agreement shall begin on the Effective Date. The initial term of this Agreement is for one (1) year (unless terminated as provided herein) from the Effective Date ("Initial Term").

2. Contract Renewal

Following the Initial Term, this Agreement, its terms and conditions and authorized amendments shall be renewed automatically for succeeding periods of one (1) year each on each anniversary of the Effective Date, unless otherwise terminated as provided herein. Fees shall remain fixed for the first term of this Agreement. Thereafter, the Fees may be modified, upon sixty (60) written days' notice to Agency.

3. Termination

- (a) This Agreement may be terminated without cause by either party by giving written termination notice to the other party at least sixty (60) days prior to the effective date of such termination unless a shorter period is mutually agreed upon by the parties. Said notice shall be delivered by Certified Mail (return receipt requested), or in person with proof of delivery.
- (b) In the event of a breach of this Agreement by Contractor, Agency shall notify Contractor who shall in writing identifying the specific breach. Upon receipt of such notice, the Contractor shall then have sixty (60) calendar days to cure said breach. In the event of a failure to cure within such period, Agency may terminate this Agreement upon twenty-four (24) hours' notice delivered as provided in this Agreement.
- (c) In the event a breach of this Agreement occurs by Agency by reason of a non-payment, then Contractor shall notify Agency who shall then have ten (10) calendar days to cure said breach. In the event of a failure to cure, Contractor, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement and any pending orders upon twenty-four (24) hours' notice. Upon any such termination, Contractor shall have the right to immediately cease monitoring services, as described in Section 5. Agency shall immediately cease use of all products provided to it pursuant to this Agreement or any addendum.

attenti

- (d) In the event a breach of this Agreement occurs by Agency for any reason other than non-payment, Contractor shall notify Agency identifying the specific breach. Upon receipt of such notice, Agency shall then have thirty (30) calendar days to cure said breach. In the event of failure to cure within such period, Contractor, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement and any pending orders upon twenty-four (24) hours' notice. Upon any such termination, Contractor shall have the right to immediately cease monitoring services, as described in Section 5, and Agency shall immediately cease use of all products provided to it pursuant to this Agreement or any addendum.

4. Order Procedure

- (a) During the term of this Agreement, individual orders for the products and services described in Section 5 below may be submitted from time to time by Agency to Contractor and accepted by Contractor under the terms and conditions of this Agreement.
- (b) Each Order will be subject to the terms and conditions of this Agreement. Any additional terms and conditions included in an Order will not be applicable or effective for any purpose unless such additional terms and conditions are specifically accepted by an authorized officer of Contractor as indicated by the signature of such officer on the Order.

5. Products and Services

Contractor will provide the following services pursuant to Orders submitted by Agency and accepted by Contractor hereunder:

- (a) Contractor will maintain 24-hour, 7-day per week monitoring of individuals referred by Agency ("Offenders").
- (b) Agency will be responsible for data entry and data termination. Contractor will be responsible for all data storage and transmission of monitoring data for all cases entered into the database by Agency. Data entry consists of entering all required computer demographic, curfew, Offender rules, notification actions and configuration data on each case based upon information provided by Agency. Upon an Offender's completion of the monitoring term, Contractor will archive a termination record of all transmission data during the monitoring term for the term of this Agreement.
- (c) Contractor will initiate notification of Offender's violations to authorized and identified Agency staff via established communications infrastructure.
- (d) Offender violation and equipment status information will be documented and maintained by Contractor during the term of this Agreement. Agency will have secured access to Offender data that is specifically under the supervision of said Agency.
- (e) Contractor will provide an initial onsite eight (8) hour training for Agency staff prior to the commencement of the monitoring program. In addition to the initial training, Contractor will provide one eight (8) hour onsite training at a central location annually. Additional trainings beyond the initial training and annual training are available at the rates in Exhibit "A" Pricing Sheet.
- (f) Contractor will provide or deliver units to Agency following completion of all required training courses.

attenti

6. Compensation

Contractor shall be paid pursuant to the pricing matrix for the Attenti EM devices attached hereto as Exhibit A. Payment terms are set forth in Section 8 below. Contractor will invoice Agency for the devices purchased according to the rates in Exhibit A.

7. Title: Shipping and Damage to Products

Contractor shall pay for ground shipping of product. Agency shall pay for the cost associated with any other method of shipping, including overnight or two-day shipping of products. A shipment certificate will be signed by Contractor certifying that the products were not damaged at the time products were delivered to the company that has been retained to transport and deliver the products to Agency. Any cost associated with damage to products prior to the signing of the shipment certificate by Contractor will be borne by the Contractor. Any damages incurred to products after the signing of the shipment certificate by Contractor shall be the responsibility of the Agency.

8. Payment Terms and Taxes

Payments shall be made to Contractor at 1838 Gunn Highway, Odessa, Florida 33556, or such other location as specified by Contractor. Contractor will issue invoices to Agency for the applicable products and service charges plus any applicable sales, use or property taxes that Contractor is required to collect and/or pay on the products or services provided to Agency hereunder. Agency shall pay to Contractor the total amount of each such invoice within thirty (30) days after the date of the invoice. Payments not made when due shall bear interest at the rate of 1.5% per month from the due date until the date paid.

9. Warranties and Limitation of Liabilities

- (a) Contractor warrants that it has the right to provide the products and services to Agency hereunder. Contractor makes no other warranties regarding the products or services provided hereunder, expressed or implied; and Contractor specifically excludes any warranty of merchantability and fitness of its products and services for a particular purpose.
- (b) Contractor expressly disclaims any warranty that its monitoring service or its system is impervious to tampering. In no event will Contractor be liable for any direct or indirect damages in connection with or arising out of the provision, performance or use of the products or services provided under the terms of this agreement or any orders hereunder. In no event does Contractor assume or bear any responsibility or liability for acts that may be committed by Offenders or persons subject to or using its products.
- (c) Contractor shall not be liable for any failure or delay in performance hereunder which is due in whole or in part to any cause beyond its control.
- (d) It is understood that the responsibility for designating levels of monitoring for each Offender shall be that of the Agency. Any failure of the Agency to designate a proper level of monitoring for any Offender shall be the responsibility of the Agency.
- (e) It is understood that the Contractor relies upon the infrastructure and services of certain third parties, such as communications systems; and the system services provided by the Contractor may be subject to the latency and failure of these third-party infrastructures or services. The Contractor does not warrant, nor is it liable for any latency or failures of these third-party infrastructures or services.

attenti

- (f) It is understood that the responsibility of Contractor ends with respect to violations upon reporting of same. The responsibility thereafter for handling the Offender shall be that of the Agency. In the event of a failure of the Agency to properly react to a report, restrict activity or otherwise fail to take action with respect to an Offender, the responsibility shall be that of the Agency.
- (g) Agency acknowledges the warranties and liabilities disclaimed in Section 9 and it is agreed that Contractor shall not be liable for the acts of Offenders while being monitored in connection with this Agreement.
- (h) In the event a court of competent jurisdiction, mediation board, or other tribunal awards any direct damage against Contractor arising out of this Section 9, or any subsequent modifications or amendments to Section 9, Contractor and Agency expressly understand and agree that the amount of any such damage that Contractor shall be required to pay for any and all causes, whether in negligence, breach of contract, or otherwise, regardless of form of action, shall in the aggregate, be limited to the sums paid by Agency to Contractor under this Agreement.

10. Confidentiality

The parties acknowledge and agree that they are in a confidential relationship. The parties further acknowledge that it may, at sometime become necessary to exchange confidential and/or proprietary information. The parties agree that should it become necessary to exchange such information, each party will enter into a standard Confidentiality and Non-Disclosure Agreement prior to the exchange of said information.

11. Other Terms and Conditions

- (a) Proprietary Property: All products and other hardware, including but not limited to replacement units, and all software provided under this Agreement shall only be serviced and/or repaired by the Contractor. Agency shall not permit products or other items provided by Contractor under this Agreement to be used by any other party or concern, except to the extent necessary for the fulfillment of the obligations of this Agreement. None of the products or items provided under this Agreement shall be used by any other service provider or third party for any other purpose including, but not limited to, monitoring services. Title to licensed software shall at all times remain with Contractor. Agency shall receive only a non-exclusive and non-transferable right and license to use any software provided under this Agreement during the term hereof.
- (b) Amendments: Any changes to this Contract shall be in writing and signed by authorized representatives of Contractor and Agency.
- (c) Statements of Work: Shall be incorporated and attached to this Agreement from time-to-time to reflect new programs added by Agency. Contractor shall provide to Agency invoicing which specifies the name of the program.
- (d) Law Applicable: This Agreement is made under and shall be construed in accordance with the laws of the State of Florida. By executing this Agreement, Contractor and Agency agree to submit themselves to the jurisdiction of the courts of the State of Florida and that the venue shall be in Pasco County, Florida, for all matters arising hereunder.
- (e) Copyright: Contractor is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement and all such material as well as data information is and shall remain the property of Contractor.
- (f) Scope of Agreement: This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices

attenti

of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.

- (g) Other Terms and Conditions: Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement to the extent that is possible. Preprinted terms and conditions of any purchase orders, bills of lading, invoices, receipts or other documents issued by Contractor in connection with this Agreement which are in addition to the terms and conditions of this Agreement shall be considered as incorporated herein and will remain binding. Any preprinted terms and conditions of any purchase order, bill of lading, invoice, receipt or other document issued by Agency will not be binding on Contractor and will not apply to this Agreement.
- (h) Interpretation of Agreement: Each party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed in favor of or against any party.
- (i) Entirety of Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and replaces any and all prior agreements, whether written or oral. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party.
- (j) Assignment: Agency may not assign this Agreement or any order hereunder without the prior written consent of Contractor.
- (j) Data: Contractor may make tracking and offender information available to law enforcement agencies upon request for use in crime analysis and crime investigation. Contractor may make tracking and offender data collected, used, retained and/or disclosed under this Agreement available to law enforcement and corrections agencies, but solely for law enforcement and corrections purposes, including crime scene correlation purposes.

IN WITNESS WHEREOF, the Contractor, and the Agency have executed this Agreement as of the last date signed below (Effective Date).

Attenti US, Inc.
1838 Gunn Highway
Odessa, Florida 33556
(813) 749-5454

26th Judicial Circuit Community Corrections
Day Report Center
43 WBUC Rd.
Buckhannon, WV 26201
(304) 472-9548

By: Arnold Reese
Signature

By: _____
Signature

By: Arnold Reese
Printed

By: Cpl. Rodney Rolenson
Printed

Title: Vice President and General Manager

Title: Project Director

Date: March 12, 2020

Date: _____



EXHIBIT A
Pricing Sheet
Lease Product Pricing

Product Description	Supervision Level	Quantity	Daily Lease Rate Per Unit/Per Day
Attenti One-Piece Tracking Device	Active	1+	\$3.05
Attenti One-Piece Tracking Device Optional Add-On Beacon		1+	\$0.50
Attenti Two-Piece GPS Offender Tracking System Without Voice	Active	1+	\$4.60
Attenti Two-Piece GPS Offender Tracking System With Optional Add-On Voice Capability	Active	1+	\$5.35
AMS SCRAM Remote Breath		1+	\$5.50

Lost, Damaged, Stolen Replacement Cost

Product Description	Replacement Cost
Attenti One-Piece Tracking Device	\$800.00
Attenti One-Piece Tracking Device Optional Add-On Beacon	\$300.00
Attenti Two-Piece GPS Offender Tracking System	\$1,000.00
Attenti Two-Piece GPS Offender Tracking System Bracelet	\$100.00
AMS SCRAM Remote Breath	\$1,000.00

Purchase Product Pricing

Product Description	Purchase Price
Attenti Freedom Charger (for purchase only)	\$55.00

Contractor will provide (1) one Freedom Charger at no charge to Agency upon start of contract.

Payment terms Net 30 Days.

20% spare inventory at no additional cost. Levels above this will be returned to Attenti US, Inc. if not used or allocated to new participants.

Lost, Damaged and Stolen: Contractor will cover Lost/Damaged/Stolen equipment up to an annual cap of 5% of the total contract value. Calculated on an annual basis.

Contractor will provide an initial, onsite, eight (8) hour training for Agency staff prior to the commencement of the monitoring program. Contractor will provide two additional (8) hour onsite training sessions at a central location annually after initial training.

Additional training if requested by the Agency, beyond the initial onsite and two annual trainings, will be charged to agency at \$1,500.00 for one onsite eight (8) hour training + travel expenses (includes lodging, car rentals, and per diem charges).

Prices are F.O.B. Destination based on FedEx or UPS ground only. If customer requires expedited shipping, customer will pay for entire shipping cost.

Renewal Agreement Between Owner and Contractor
On the Basis of a Stipulated Price

Date: July 16, 2020

THIS RENEWAL is by and between the County Commission of Upshur County, West Virginia ("OWNER") and Quality Home & Office Cleaning ("CONTRACTOR") for janitorial services located within Upshur County, West Virginia. Per the renewal clause, Owner and Contractor agree **all terms** set forth in the Agreement dated July 19, 2018 are in full force and effect for another one-year period effective August 1, 2020 and continuing through June 30, 2021.

The following documentation shall be provided to the Owner immediately. Updated documents must be received by the Owner prior to expiration of the policy or renewal of the Agreement each year that the Agreement remains in effect.

- Certificate of Insurance with at least \$1,000,000 in general liability coverage.
- Surety Bond
- Affidavit of Non-Collusion
- Contractor's Certification of Eligibility

Background check forms for new employees of the Contractor, that will be assigned to the tasks within the agreement, must be provided to the Owner. Employees shall not begin work until after a satisfactory background check result is received.

Owner shall pay the Contractor upon completion of all work no more than the sum of thirty-nine thousand four hundred eighty dollars (\$39,480) for general janitorial services outlined on pages 3 and 4 of this Renewal. Additional services, such as COVID-19 sanitation, more frequent cleanings and/or additional locations are not included in this price.

By signature on this agreement the undersigned representative of the Contractor makes the following representations:

- 1) Contractor has examined and studied any documentation related to the scope of work for this project as outlined in Section 1 of the agreement dated July 19, 2018. Such documentation is sufficient to indicate and convey understanding for performance and furnishing of the work.
- 2) Contractor has visited the sites and/or is familiar with and is satisfied as to the general or local site conditions that may affect cost, process and performance of the work.
- 3) Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.
- 4) Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained herein.

Any provision or part of this agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor.

This Renewal will be effective on the 16th day of July, 2020.

OWNER:

CONTRACTOR:

County Commission of Upshur County

Quality Home & Office Cleaning

By: _____
 Name: Terry B. Cutright
 Title: Commission President

By: _____
 Name: L. Jane Cutlip
 Title: Owner

Attest: _____

Attest: _____

Address for Giving Notices:

Address for Giving Notices:

Office of the Upshur County Commission
 91 W Main Street, Suite 101
 Buckhannon, WV 26201

34 Boggess Street
 Buckhannon, WV 26201

Telephone: 304 / 472.0535
 Facsimile: 304 / 473.2802

Telephone: (304) 644-6476
 Facsimile: N/A

Greg Harris, Facility Supervisor
(304) 613-1801

**Upshur County Commission
Janitorial Services Contract**

SCOPE OF WORK

The Upshur County Commission will provide all cleaning agents, paper products, and equipment necessary to complete these tasks. Any person(s) assigned to perform these tasks on behalf of the Contractor will be required to submit to an applicant background check and NCIC background check.

Daily Objectives:

The following tasks are to be completed each day services are rendered:

- Cleaning & sanitizing all counters, sinks, door handles, toilets and shower stalls (where applicable)
- Clean and disinfect all waiting area/reception/conference area seats and furniture
- Sweep/mop all hard surface floors
- Vacuum all carpet and rugs
- Restock paper towels, toilet paper, hand soap, sanitizing cloths
- Remove and dispose of all trash and recyclables; replace all trash liners
- Windex all glass doors, partition windows and mirrors
- Clean and polish drinking fountains
- Shut off all interior lights
- Close and lock all designated interior doors
- Ensure all exterior doors are properly closed and locked

Routine Cleaning:

The following tasks are to be completed on a bi-monthly basis:

- Dust all shelves, vents, ledges, electronics, pictures, wall hangings, etc.
- Clean interior windows, blinds and windowsills
- Clean all baseboards to remove dust, spots and splash marks
- Remove cobwebs, spots, stains and marks from walls, doors and door frames

The buffing/polishing of the tile floor areas in the Courthouse is to be completed on a semi-annual basis or when requested by the Upshur County Facilities Director:

Janitorial closets are provided for the use of the contractor in conjunction with the other housekeeping staff employed by the Commission. The Contractor shall maintain these spaces so they are clean, safe and free of fire and health safety hazards. These areas shall be secured when not in use.

Contractor will be responsible for reporting to the Facilities Director any repairs needing to be made such as damaged tiles, loose door knobs, broken toilet seats, etc.

This specification covers janitorial services for the following locations on the specified days:

1. E-911 Communication Center located at 181 Pallottine Drive – Weekly on Tuesday and Friday during the evening hours
2. Upshur County Administrative Annex / WVU Extension Office Building located at 91 West Main Street – Weekly on Tuesday and Friday
3. Upshur County Courthouse located at 40 West Main Street (blueprint of building is attached) – Monday through Friday pursuant to coordination of schedules with the County Clerk/Bookkeeping Office and continuing through the evening hours after the Courthouse is closed

<u>Location</u>	<u>Monthly Price</u>	<u>Initial</u>
E-911 Communication Center (twice a week)	\$ 433.00	_____
Administrative Annex/WVU Extension (twice a week)	\$ 433.00	_____
Upshur County Courthouse (five days per week)	\$ 2,424.00	_____
Total Monthly Price	\$ 3,290.00	_____

Affidavit of Non-Collusion

Affidavit of Non-Collusion

Upshur County, WV
(Project Name)

State of _____
County of _____

I, _____ (name and title)
representative for _____ (vendor) being
duly sworn does depose, say and certify :

Said vendor has not, either directly or indirectly, entered into any agreement,
participated in any collusion or otherwise taken any action in restraint of free
competitive bidding in connection with (Project Name/Service) in Upshur County, WV.

Vendor

Name and Title of authorized representative

State of _____
County of _____

The foregoing affidavit was acknowledged before me this ____ day of
_____, 2017 by _____ representative for
_____.

Notary

Commission expiration date

(seal)

Contractor's Certification of Eligibility

The contractor certifies, by acceptance of this contract and signature on the agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department / agency or any state department / agency.

In addition, the contractor certifies, by acceptance of this contract and signature on the agreement, that no debt in an amount greater than one thousand dollars (\$1,000) is owed to the state or any political subdivision thereof (WV Code §5A-3-10a) and is eligible for the award of this contract.

My signature below indicates and certifies that this information is true and complete to the best of my knowledge and I fully understand the Owner may take appropriate action for making a false statement.

Please Print Name of Firm; and Name and Title of Individual Signing Certification

Signature

Date

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 9, 2020

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

Dear Commissioners:

At the request of County Administrator, Carrie Wallace, I have reviewed the letter from Civil & Environmental Consultants, Inc. ("CEC"), bearing the date of the 23rd day of June, 2020, regarding a floodplain study referenced therein as "CEC Project 303-040."

Based upon the information contained in the email, my review of the project, as outlined in the June 23, 2020, letter, W. Va. Code § 5G-1-4, and other applicable provisions of law, I hereby certify that the procurement of CEC's services on this project are in compliance with requirements of the law and may proceed as planned.

Sincerely,


 Bryan S. Hinkle



June 23, 2020

Mrs. Terri Jo Bennett, CFM
Floodplain and Addressing and Mapping Coordinator
Upshur County
38 West Main Street, Room 303
Buckhannon, WV 26201

Dear Mrs. Bennett,

Subject: Floodplain Study
Brushy Fork and Unnamed Tributary No. 1 to Brushy Fork
CEC Project 303-040

Civil & Environmental Consultants, Inc. (CEC) presents this proposal to Upshur County Commission (UCC) to conduct a Hydrologic and Hydraulic (H&H) study for Brushy Fork and an unnamed tributary of Brushy Fork on the 13.84-acre property located off of Ridgeway Road in Buckhannon, WV. This proposal has been prepared in response to your telephone conversation, email correspondence, and recent experience on similar local projects.

1.0 BACKGROUND AND PURPOSE

CEC understands that UCC is preparing for future development of the 13.84-acre site situated along Brushy Fork and Unnamed Tributary No. 1 to Brushy Fork within a Zone A and Zone AE Floodplain as indicated on FEMA's Flood Insurance Rate Map Panel 54097C0107D. The proposed development will place fill within the delineated floodplain. Therefore, an H&H analysis is required in support of the City of Buckhannon Building Permit Application process to determine the effects of the proposed development on the 100-year water levels of Brushy Fork and Unnamed Tributary No. 1 to Brushy Fork. The H&H study will utilize the design information provided in the March 13th email.

2.0 SCOPE OF SERVICES

CEC proposes to perform the following activities to complete this evaluation.

Task 2.1 – LiDAR Mapping

Purpose: The purpose of this task is to provide an up to date topographic survey of the proposed 13.84 Acre site in Buckhannon, West Virginia and to provide bare-earth LiDAR information for the purposes of an H&H Study using HEC-RAS Analysis.

Scope of Services: CEC will utilize a Small Unmanned Aerial System (sUAS) supplemented with ground control points for survey data acquisition of the project area. This survey will provide the existing contour

Mrs. Terri Jo Bennett
CEC Project 303-040
Page 2
June 23, 2020

mapping of the site at the time of the sUAS flight. The sUAS system for LiDAR Acquisition of the 160 Acre area of interest for the H&H Study will consist of the DJI Matrice 600 Pro unmanned aerial unit and the Riegl VUX-1HA sensor. The Riegl VUX-1HA LiDAR sensor will obtain the topographic survey data to produce the 1' contour base mapping. The LiDAR data will be acquired with a vertical accuracy which is within the United States National Map Accuracy Standards (no more than 10% of the elevations tested shall be in error more than one-half of the contour interval). The LiDAR payload is capable of acquiring a minimum of 100 ground points per meter across the site. The sUAS will be flown with a flight pattern so as to ensure adequate coverage of the existing topographic features and compensate for vegetation. Through the use of differential GNSS/IMU processing, the LiDAR data will be accurately georeferenced to NAD83 (2011) State Plane Coordinates with NAVD88 (Geoid18) elevations. Ground points will be classified from the raw LiDAR dataset, then reduced to one-foot contour keypoints in order to produce a detailed digital terrain model while maintaining surface details sufficient for the required accuracies. The digital terrain model will be delivered as a surface object in Autodesk Civil 3D 2020 format. CEC will also collect high-resolution georeferenced orthomosaic imagery for the 13.84 Acre section through the use of Post-Processing Kinematic GNSS processing and ground control points. From a combination of the georeferenced imagery and high-resolution LiDAR dataset, CEC will prepare the Autodesk Civil 3D 2020 drawing with planimetrics for this 13.84 Acre area as visible on the site at the time of the sUAS flight. Marked utilities observed by the flight crew will also be field-located using survey grade GNSS equipment and included in the basemap deliverable.

CEC will establish ground control consisting of geodetically controlled points to tie the collected data to the specific project location. Ground checks will be performed to ensure accuracy. CEC will supply a sUAS crew and equipment for the collection of aerial LiDAR data as well as establishing two survey control monuments.

CEC will provide a Pilot in Command (PIC) and a visual observer for sUAS operations who will perform a preflight inspection, including ground control station system checks, to ensure safe operations. The sUAS system will remain within the visual line-of-sight of the PIC at all times. In the event that private land owner or resident will be part of the area flown with a sUAS, the client will notify the land owner or resident of the sUAS operations if operations are conducted over private property. The maximum altitude that the sUAS can operate is 400' above the ground or within 400 horizontal feet of a structure then 400' about the highest point of the structure.

Due to the current nature of the technology and FAA oversight, weather can be a factor in our ability to operate the sUAS. The data collection will occur providing the following conditions are not present:

- Prevailing winds in excess of 22 mph
- Precipitation over a light mist
- Thunderstorms in the immediate vicinity
- Less than 3 miles visibility from the PIC's point of view
- Bare earth obstruction caused by snow, ice or excessive standing water

Mrs. Terri Jo Bennett
CEC Project 303-040
Page 3
June 23, 2020

The final go/no go decision will be made at the discretion of the PIC. Your oral or written authorization to proceed authorizes CEC to conduct sUAS operation on the subject property. The client understands that any individuals on site during sUAS operations will be considered a participating person as per FAA regulations. CEC reserves the right to a change in cost of the project in the event that access to suitable ground control station(s) are not available. Every attempt to establish access to suitable ground control stations will be made by CEC prior to beginning field work in order to prevent a change of cost. If the area to be surveyed is adversely impacted any of the conditions stated above the client shall be notified immediately and a decision will be made as to whether the survey work will be initiated at a potentially higher cost and delayed schedule or the start of field work delayed until site conditions are remedied.

Task 2.2 - Hydrologic Analysis

Purpose: The purpose of the hydrologic analysis is to estimate the peak flow of Brushy Fork and Unnamed Tributary No. 1 to Brushy Fork at the project location for the 100-year/24-hour design storm event.

Scope of Services: The project is located within the Brushy Fork Zone A flood hazard area, as well as the Zone AE flood hazard area from the backwater of the Buckhannon River. Since no detailed hydrology has been performed for Brushy Fork and Unnamed Tributary No. 1 to Brushy Fork at the project location, CEC will complete a hydrologic analysis to determine the discharges at the project location. The 100-year flood has been adopted by FEMA as the base flood for floodplain management purposes. The peak discharges will be calculated using the TR-55 method.

Task 2.3 - Hydraulic Analysis

Purpose: The purpose of the hydraulic analyses are to determine and compare the water surface elevations associated with the 100-year/24-hour design storm event for the existing and proposed conditions within the study area.

Scope of Services: CEC will perform hydraulic analyses utilizing the Hydrologic Engineering Center River Analysis System (HEC-RAS) program to perform a detailed backwater analysis of the existing and proposed conditions.

The study will include:

1. CEC will utilize the LiDAR mapping to develop a model of the existing terrain and floodplain for Brushy Fork and Unnamed Tributary No. 1 to Brushy Fork;
2. CEC will create an existing conditions hydraulic model utilizing the two-dimensional capabilities of HEC-RAS, which will be used as a baseline;
3. CEC will create a proposed conditions hydraulic model containing the proposed fill at the site;
4. CEC will prepare a summary comparison of the existing and proposed Water Surface Elevations (WSEL) and a detailed H&H report summarizing our calculations and findings.

Mrs. Terri Jo Bennett
 CEC Project 303-040
 Page 4
 June 23, 2020

Task 2.4 – Floodplain Permit Application (If Necessary)

Since the site is located within a FEMA-designated flood hazard area, the proposed development would require a Floodplain Development Permit Application. CEC can provide this service, if required, as a supplemental proposal.

Task 2.5 – Letters of Map Revision Based on Fill (If Necessary)

Based on the results of the H&H study, UCC may be able to prepare and submit a Conditional Letter of Map Revision Based on Fill application to FEMA in order to remove the site from the floodplain. CEC can provide this service, if required, as a supplemental proposal.

3.0 ESTIMATED PROJECT COST

The following are presented as estimated costs to complete the scope of services presented herein based on our current understanding of the project. CEC will immediately notify UCC if additional services are identified during the course of the project.

LiDAR Mapping (Task 2.1)	\$4,750.00
Hydrologic Analysis (Task 2.2).....	\$1,000.00
Hydraulic Analysis (Task 2.3).....	\$4,750.00
Total.....	\$10,500.00

It is also important to note that CEC can't foresee the result of the hydraulic investigation and our completion of the study does not guarantee issuance of any permit associated with the project.

This estimate includes labor and reimbursable expenses. Invoicing of professional services will be at 2.0 times salary cost in accordance with the American Society of Civil Engineers' "Manuals and Reports on Engineering Practice - Nos. 45 and 45C." Approved reimbursable expenses, including subcontracted services, will be invoiced at cost, plus a 12% administrative fee, and are included in our estimated fee.

Our Schedule of Terms and Conditions, which apply to the proposed work, is attached as Attachment A. Your verbal acceptance of this proposal shall constitute authorization to proceed with the Project and will indicate your acceptance of our Terms and Conditions.

4.0 SCHEDULE

CEC is prepared to commence work within one week from receiving notice to proceed from UCC. We anticipate 4 weeks to complete the project.

Mrs. Terri Jo Bennett
CEC Project 303-040
Page 5
June 23, 2020

5.0 CLOSING

CEC appreciates this opportunity to be of service to UCC. We look forward to working with you towards the successful completion of this project. We are confident our recent experience on similar floodplain evaluations will be an asset to your project. Please feel free to contact me if you have questions or need additional information.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Erasmo Rizo
Project manager



Greg Linder, P.E.
Principal

**SCHEDULE OF TERMS AND CONDITIONS
GEOTECHNICAL, CIVIL ENGINEERING AND SURVEYING SERVICES**

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal between Civil & Environmental Consultants, Inc. ("CEC") and the CLIENT named in the attached proposal ("CLIENT"). CLIENT's acceptance of the proposal includes acceptance of the TERMS and any terms and conditions proposed by the CLIENT will be deemed to materially alter the TERMS and are hereby objected to and rejected by CEC. Acceptance of this proposal, including acceptance of the TERMS, shall occur upon the notification of CEC by CLIENT, in writing or orally, to commence performance in accordance with the proposal and the TERMS.

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances. There are no warranties provided whether express or implied.

2.0 SUBSURFACE CONDITIONS

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

3.0 SUBCONTRACTED SERVICES

CEC will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from more than one source.

4.0 SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the work set forth in this AGREEMENT. The CLIENT will notify any and all possessors of the project site that CLIENT has granted CEC free access to the site. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

CLIENT shall provide CEC with all information in CLIENT's possession concerning the Project Site or information which would materially affect performance of the work. CLIENT shall cooperate fully with CEC and shall timely provide CEC with all decisions, choices, criteria, or other determination necessary to the prosecution of the work. CLIENT shall designate a Project Manager who shall act on CLIENT's behalf.

Schedule of Terms and Conditions
Geotechnical, Civil Engineering & Surveying Services
Page 2

The CLIENT is responsible for the accuracy of locations for all subterranean structures and utilities. CEC will take reasonable precautions to avoid known subterranean structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CEC for any time spent or expenses incurred by CEC in defense of any such claim with compensation to be based upon CEC's prevailing fee schedule and expense reimbursement policy.

5.0 SAMPLE DISPOSAL

CEC will dispose of all remaining soil and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

6.0 CONSTRUCTION OBSERVATION

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of the construction work as set forth in the PROPOSAL then this section applies.

For the specified assignment, CEC will report observations and professional opinions to the CLIENT. No action of CEC or CEC's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CEC will report any observed work to the CLIENT which, in CEC's professional opinion, does not conform with plans and specifications. CEC has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for the CLIENT. Furthermore, CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by the CLIENT to provide construction related services.

CEC will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction selected by any agent or AGREEMENT of the CLIENT, or safety precautions and programs incident thereto.

CEC disclaims any and all responsibility and liability for damages that result from implementation of CEC's plans, specifications, or recommendations when CEC is not retained to observe such implementation.

7.0 BILLING AND PAYMENTS

7.1 General: Invoicing for labor will be performed in accordance with the provisions outlined in the proposal to which these Terms and Conditions are a part. Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. Payment shall be made as follows:

1. Lockbox (regular mail):
Civil & Environmental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Schedule of Terms and Conditions
 Geotechnical, Civil Engineering & Surveying Services
 Page 3

2. Electronic Payments:
 Bank Wire Information:
 Bank: PNC Bank
 Pittsburgh, PA 15222

Account Name: Civil & Environmental Consultants, Inc.
 333 Baldwin Road
 Pittsburgh, PA 15205

PNC Bank Routing #043000096 Bank telephone Number: 412-762-1836

Civil & Environmental Consultants, Inc. – Account #2272405

If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CEC in writing within fourteen (14) calendar days of the invoice, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the CLIENT to CEC per CEC's current fee schedules. In the event CLIENT fails to pay CEC within thirty (30) days after invoices are rendered, CLIENT agrees that CEC will have the right to suspend this AGREEMENT, without incurring liability to CLIENT, after giving seven (7) days written notice to CLIENT.

- 7.2 Litigation Services: If litigation services are not part of the proposal to which these Terms and Conditions are attached and are requested by CLIENT, the scope and invoicing terms for the requested litigation services will be identified in a separate proposal. The labor rate paid for senior CEC personnel (project manager, senior project manager, principal, or officer) for direct litigation support services shall generally be invoiced at a minimum rate of 1.5 times typical CEC rates, as specified in a separate proposal for those services.

8.0 REIMBURSABLE EXPENSES

The following items of direct non-salary expenses shall be billed according to the terms of our proposal.

- 8.1 Transportation and living expenses incurred for assignments outside the area.
- 8.2 Automobile expenses for personal or company vehicles at the allowable IRS mileage rate, plus parking and toll charges. For company vehicles, a minimum of \$85/day will be charged for use, unless the daily mileage charge for the vehicle in question exceeds \$85/day, in which case the actual daily mileage charge applies. Rental vehicles will be charged at cost.
- 8.3 Long distance telephone calls, telegrams, and cables.
- 8.4 Field survey equipment usage at \$10.00/hr.
- 8.5 Computer usage and word processing at \$5.00/hr. and CADD at \$15.00/hr connect time.

Schedule of Terms and Conditions
Geotechnical, Civil Engineering & Surveying Services
Page 4

- 8.6 Shipping charges for soil and rock samples, field equipment, etc.
- 8.7 Project photographs and reproduction of drawings and reports.
- 8.8 Test borings, laboratory services, and other subcontracted services.
- 8.9 Other items directly identifiable to the project.

Our proposal does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost. This tax cost reimbursement will not be subject to mark-up.

9.0 TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if the CLIENT suspends the work for more than three (3) months. In the event of termination, CEC will be paid for services performed prior to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records and report necessary to document job status at the time of termination.

10.0 SAFETY

When CEC provides construction observation or management services on the job site during project construction, it is understood that, in accordance with generally accepted practices, the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any observations of the contractor's performance conducted by our personnel will not include review of the adequacy of the contractor's safety measures in, on or near the construction site.

11.0 INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. CEC will furnish certificates of such insurance upon request. In the event the CLIENT desires additional coverage of this type CEC will, upon the CLIENT's written request, obtain additional insurance (if possible) at the CLIENT's expense. Our liability to the CLIENT for bodily injury or property damage arising out of work performed for the CLIENT for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

12.0 ALLOCATION OF RISK

- 12.1 Limitation of Remedies: Subject to all otherwise applicable statutes of limitations and repose, CLIENT agrees to limit CEC's liability to CLIENT, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this AGREEMENT, to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater.

If CLIENT prefers not to limit our professional liability to this sum, we shall waive this limitation upon CLIENT's written request, provided that CLIENT agrees to pay for this waiver at a negotiated fee. CLIENT's request for this option must be made at the time CLIENT accepts our proposal. In the event CLIENT makes a claim against us for any act arising out of the performance of our professional services, and fails to prove such claim, then CLIENT agrees to pay all legal and other costs incurred by us in defense of such claim.

- 12.2 Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential damages.
- 12.3 Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability arising from the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.
- 12.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this AGREEMENT. In the event that CLIENT requests that CEC provide additional services, CLIENT's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this AGREEMENT.

13.0 DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT warrants that a reasonable effort to inform CEC of known or suspected Biological Pollutants or Hazardous Materials on or near the project site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term Hazardous Materials shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever and shall include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)) or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollution.

Hazardous Materials may exist at a site where there is no reason to believe they could or should be present. CEC and CLIENT agree that the discovery of unanticipated Hazardous Materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CEC and CLIENT also agree that the discovery of unanticipated Hazardous Materials may make it necessary for CEC to take immediate measures to protect health and safety. CLIENT agrees to compensate CEC for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

Schedule of Terms and Conditions
Geotechnical, Civil Engineering & Surveying Services
Page 6

CEC agrees to notify CLIENT when unanticipated Hazardous Materials or suspected Hazardous Materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CEC harmless for any and all consequences of disclosures made by CEC which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated Hazardous Materials or suspected Hazardous Materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and save CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated Biological Pollutants, Hazardous Materials or suspected Hazardous Materials including any costs associated with possible reduction of the property's value. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated.

14.0 CHANGES

- 14.1 Unforeseen Site Conditions: CLIENT reserves the right to make reasonable changes in the work to be performed after acceptance of this AGREEMENT. CLIENT understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 14.2 Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, and these changes affect our work, any and all liability against CEC arising out of such changes is waived and you assume full responsibility for such changes unless you have given us prior notice and have received from us written consent for such changes.
- 14.3 CLIENT Requested Changes: Upon receipt of a change requested by CLIENT, CEC will obtain price quotations from the contractors and shall provide CLIENT with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. CLIENT shall authorize the requested change by amending the contract price and contract time.

15.0 MEDIATION AND ARBITRATION

- 15.1 Scope of Clause: Any claim arising out of or related to this AGREEMENT, except claims which are specifically excluded from mediation and arbitration as set forth in the "Exclusions" paragraph of this section of the AGREEMENT, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. With the exception of the claims set forth in the "Exclusions" paragraph of this section of the AGREEMENT, the mediation and arbitration provisions of this section shall apply to any and all disputes between CLIENT and CEC which arise from or which are in any way related to this AGREEMENT, including, but not limited to, the interpretation of this AGREEMENT, the enforcement of its terms, and any acts, errors, or omissions of CEC in the performance of this AGREEMENT.
- 15.2 Notice of Dispute: Within forty-five (45) days of the occurrence of any incident, action, or failure to act upon which a claim for relief is based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and a citation of the appropriate portions of this AGREEMENT that authorize the relief requested. The Notice of Dispute requirement under this paragraph does not pertain to the claims excluded from mediation and arbitration as described in the "Exclusions" paragraph of this section of the AGREEMENT.

- 15.3 Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a resolution on behalf of each party. Attorneys representing the parties may not be present at this meeting. The Meet and Confer requirement under this paragraph does not pertain to the claims excluded from mediation and arbitration as described in the "Exclusions" paragraph of this section of the AGREEMENT.

If, as a result of the parties having met and conferred, an agreement is reached resolving the dispute, the parties shall immediately execute an addendum to this AGREEMENT setting forth the terms of their agreement.

- 15.4 Facilitated Mediation: If no agreement is reached, or if the agreement does not resolve all of the issues encompassed by the Notice of Dispute, the parties shall resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this AGREEMENT and the American Arbitration Association. The Request for Mediation may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 15.5 Fees and Location: The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Pittsburgh, Pennsylvania, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 15.6 Arbitration: Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the paragraphs set forth above. Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.
- 15.7 Demand for Arbitration: A demand for arbitration shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.
- 15.8 Limitation on Consolidation or Joinder: Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, any person or entity not a party to this AGREEMENT under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (3) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Schedule of Terms and Conditions
Geotechnical, Civil Engineering & Surveying Services
Page 8

- 15.9 Claims and Timely Assertion of Claims: The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.
- 15.10 Judgment on Final Award: The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 15.11 Non-Admissibility and Confidentiality: The Meet and Confer and the Facilitated Mediation are conducted under the provision that evidence may not be introduced at any later proceeding of any communication, statement, document provided, expert opinion, expert report, or offer to compromise unless such was made, provided, or disposed outside of, and not in connection with, the Meet and Confer or Facilitated Mediation. Under no circumstances may the mediator, or any documents created or maintained by the mediation, be subpoenaed, nor shall the mediator testify in any subsequent proceedings.

All communications, statements, documents provided, expert opinions, expert reports, or offers to compromise are confidential and may not be disclosed without the written consent of the party making the statement or offering the information.

- 15.12 Cross-Claims: If a party contends that all or part of a claim described in the Notice of Dispute is offset by a cross-claim, or if a party contends that it has a claim which arises out of the same factors upon which the Notice of Claim is based, the party must, within seven days after receipt of the Notice of Claim, provide a written Notice of Cross-claim setting forth the same information as required in a Notice of Claim. The cross-claim shall be resolved in the Meet and Confer or the Facilitated Mediation in the same manner as the claim described in the Notice of Dispute.

Any agreement reached in the Meet and Confer or the Facilitated Mediation shall bar the later assertion in any action, arbitration, or other proceeding of any cross-claim which was required to be asserted by this section unless the parties' written resolution agreement explicitly reserves such cross-claim.

- 15.13 Exclusions: The mediation and arbitration provisions of this section **do not apply** to claims which arise out of or relate to disputes between CEC and CLIENT concerning amounts owed CEC for performance of services and/or disputes between CEC and CLIENT concerning the payment of CEC's invoices as provided in the "Billing and Payments" section of this AGREEMENT. Rather, CEC and CLIENT agree that any court of record of Allegheny County, Pennsylvania, shall have jurisdiction and venue over any claims excluded from mediation and arbitration as provided herein.

16.0 GOVERNING LAW AND SURVIVAL

The law of the State of Pennsylvania will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

17.0 DESIGN/BUILD SERVICES

If Client requests CEC-led design-build services, those design-build services will be performed in accordance with separate terms and conditions that specifically address design-build services.

18.0 BIOLOGICAL POLLUTANTS

CEC's scope of services does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. CLIENT agrees that CEC will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, CLIENT will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by CEC's sole negligence.

19.0 CONSENT TO ASSIGN

CLIENT and CEC, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of these TERMS. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in these TERMS without the prior written consent of the other party, including, but not limited to (a) any interest in the proceeds of these TERMS, or any proceeds of claims arising from or under these TERMS; (b) any claims, causes of action or rights against the other party arising from or under these TERMS; (c) the control of claims or causes of action against the other party arising from or under these TERMS; and (d) any proceeds from claims or causes of action as security, collateral, or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of these TERMS for any reason and shall remain enforceable between parties.

20.0 FILE RETENTION

After this project is concluded, our file on the project will be closed. All documents and information within the project file will be retained by CEC, and may be sent offsite for storage. Unless you make other arrangements with us, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

END OF TERMS AND CONDITIONS

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

Dear Members of the Upshur County Commission,

I humbly ask to be considered for the appointment to the Upshur County Public Library Board, for the term of July 1, 2020 through June 30, 2025. As an educator and community member I am passionate about the critical role public libraries play in our communities. Libraries increase literacy rates, serve as a community gathering place and provide critical access to information for the underprivileged members of our community.

Public libraries have served me personally throughout my life, helping to satisfy my many curiosities and extended my knowledge. My family and I have also benefited from many library programs, clubs and events.

Currently, I run the Buckhannon Anime club at the Upshur County Library where teens and pre-teens can share their love for Japanese animation and culture. I am also an Assistant Professor of Graphic Design at West Virginia Wesleyan College.

If I am selected as a board member I would like to use my professional background as a graphic designer, web designer, and information designer to help promote library programs and services. I will also help the Board follow community standards to higher standards such as those laid out by the American Library Association.

I hope my passion and concern for this critical community institution will persuade you to consider me for this appointment.

Sincerely,

Jon Benjamin
Assistant Professor of Graphic Design
Art & Design Department
West Virginia Wesleyan College
McCuskey Hall 105
59 College Avenue
Buckhannon, WV 26201

July 11, 2020

TO: Upshur County Commission

My name is Joy Layfield and I am a resident of Upshur County West Virginia. I would like to ask that the Upshur County Commission consider me to fill the vacant position to the Upshur County Library Board.

Thank you for your consideration.

D. Joy Layfield
1020 Hardman Rd
Ellamore, WV 26267
304-641-9799
joy@ccmountainhighlands.com

July 14, 2020

Dear Honorable County Commissioners,

I'm writing today to express my interest in appointment to the Upshur County Public Library's Board of Directors. As the current Vice-President of the Upshur County Board of Education and a frequent patron of the library's services, I have a vested interest in ensuring the library's growth and success into the future.

The Upshur County Board of Education contributes more than \$90,000 annually to support the UCPL's budget. This is a sizeable investment, and I would like to more comprehensively understand the library's financial position. I believe that more opportunities between the schools and library can be forged, and I would be grateful for the opportunity to connect those opportunities by having more knowledge about operations within each institution. I know there are middle and high school students that use the library during after school hours (pre-COVID), and I would like to see more opportunities for 'built' programming through cooperative agreements between the BOE and UCPL in the future.

As a mother of two young boys, I use the library frequently. In our monthly visits, my sons and I have borrowed several items, including several books and a nature backpack for exploring birds. I have a strong relationship with Beth Rogers, Assistant Librarian, from our years working together at West Virginia Wesleyan College. Beth and the other library staff are always available to offer help through item location, recommendations, and most recently, pulling items off the shelves during the pandemic for a curbside pickup option. I have greatly appreciated the assistance I've received both one-on-one and through the UCPL's social media presence about accessing programs and virtual platforms.

I want to ask for your consideration in this appointment process. I have been a lifelong reader and consumer of information. I strongly believe that public libraries are our communities' strongest pillars of ensuring access to information for all residents, regardless of ability to pay or socioeconomic status. Libraries and schools are essential for democracy to thrive at a local level, and I would be honored and humbled to serve that ideal in this role. On a practical level, I am available to meet during the board's scheduled time monthly, and I can continue to serve on the UCPL board beyond my BOE term which expires on June 30, 2022.

Please feel free to call me or email me if you have any questions. I'm available at the contact information below. Thank you for your time.

Sincerely,

Katie Loudin

304-613-3746

Katie.oreskovich.loudin@gmail.com

Upshur County Sheriff's Office

35

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 16, 2020

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

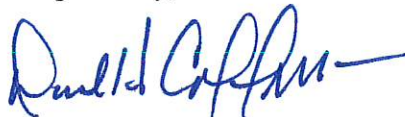
Dear Commissioners:

I respectfully request your approval to hire Amber Powers as a fill-in Court Security Officer. A background check has been completed for this applicant.

Since this is a fill-in position, no additional funding will be needed than what has already been included in the Court Security Budget. Upon approval, Miss Powers will begin employment on August 2, 2020 at a rate of \$11.00/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 TERRY BOYD AS A MAINTENANCE TECHNICIAN
DATE: JULY 16, 2020
CC: GREG HARRIS, FACILITIES DIRECTOR

Commissioners,

As you are aware, a vacancy was created in the Maintenance Department in late February; however, the hiring process was delayed due to COVID-19. Following a successful advertising and interview process, Greg Harris and I respectfully request the employment of Terry R. Boyd as a Maintenance Technician at the rate of seventeen dollars (\$17.00) per hour, effective July 26, 2020.

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

Thank you.

UPSHUR COUNTY COMMISSION

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

Telephone: (304) 472-0535
Telecopier: (304) 478-2802

TDD Numbers
Business: 472-9550
Emergency: 911

July 16, 2020

West Virginia Statewide Interoperable Radio Network
Attn: SWIC Office
2403 Fairlawn Ave
Dunbar, WV 25064

Re: WV Statewide Interoperable Radio Network (SIRN) Cleveland Mountain Tower

To whom it may concern,

During a regularly scheduled Commission Meeting held on June 18, 2020, the Upshur County Commission considered a request from Banks District Fire Department Chief, John Roby, to address the radio communication issues in the Southern portion of Upshur County. Chief Roby and Douglas Cutlip, DC Computers, explained that relocating the Banks District Volunteer Fire Department (BDVFD) VHF high band repeater, currently located at the BDVFD station, to the West Virginia SIRN Cleveland Mountain Tower would successfully resolve the communication issues in the area; however, they are unable to move towards completion due to a loss of revenue due to COVID-19.

The Commission agreed to provide the necessary financial assistance, estimated at \$12,539.48, to complete the project. In return, BDVFD agreed to sign a MOU with all other emergency responder agencies allowing them to utilize the radio frequency that will remain in their name. Additionally, BDVFD will provide the radios and other necessary equipment that have been purchased for the project.

We have consulted with Dirk Burnside of RIC 4 who advises that there is nothing other than the SIRN trunk equipment and associated microwave currently on the site. It was discussed that a load study for this particular addition would be money spent unnecessarily. Therefore, we respectfully request permission to place the VHF high band repeater on the Cleveland Mountain Tower and further request that the associated load study be waived. Additionally, we request access to the equipment shelter for placement of the equipment; we will gladly meet any entry requirements you may have to assure security measures are met.

Having been a partner with WV SIRN for several years in supporting the Tallmansville site, by buying propane and so forth, we need your help to continue to support our emergency

An Equal Opportunity Employer

services providers in this project to provide improved benefits to the residents of Upshur County
Your consideration of this request will be greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Terry B. Cutright", with a long horizontal flourish extending to the right.

Terry B. Cutright
Commission President

Cc: Chief Roby, Banks VFD
Upshur County Enhanced Emergency Telephone Advisory Board



TWENTY-SIXTH JUDICIAL CIRCUIT

JACOB E. REGER
JUDGE

UPSHUR COUNTY
UPSHUR COUNTY COURTHOUSE
POST OFFICE BOX 57
40 WEST MAIN STREET
BUCKHANNON, WEST VIRGINIA 26201
(304) 472-5556
FAX (304) 472-2892

LEWIS COUNTY
LEWIS COUNTY COURTHOUSE
117 COURT AVENUE
WESTON, WEST VIRGINIA 26452
(304) 269-9155
FAX (304) 269-2520

July 10, 2020

Upshur County Commission
Upshur County Civil Service Board
Buckhannon, WV 26201


RE: Withdraw and Appointment of Civil Service Board Member

TO WHOM IT MAY CONCERN:

Dennis Willett, is currently on the Upshur County Civil Service Board. However, Mr. Willett is no longer living in West Virginia nor practicing law in West Virginia. Therefore, the appointment of Dennis Willett is hereby withdrawn and Steven Nanners, Attorney at Law, 45 W. Main Street, Buckhannon, WV 26201, telephone (304) 472-2048, is hereby appointed by the Court to replace Mr. Willett in this capacity.

If you should have any questions, please do not hesitate to contact me.

Sincerely,


Jacob E. Reger, Judge
26th Judicial Circuit

JER:jh

Upshur County Safe Structures & Sites Enforcement Board

40

Upshur County Courthouse Annex
91 West Main Street Buckhannon West Virginia 26201
Phone: (304) 472-0535 Fax: (304) 472-2399

July 13, 2020

Chester Chewning
45 N Florida Street
Buckhannon, WV 26201

Subj: Petition for Order --- Case Number: 101019-02

The purpose of the Upshur County Safe Structures and Sites Ordinance is to promote the public safety and welfare of the residents of Upshur County. Based upon the numerous visits and investigation of the above referenced property (Warren Tax District -Tax Map 7C - Parcel Number 42.10), please be advised that the Enforcement Board would request, pursuant to Article 4 of said Ordinance, an order of the Upshur County Commission requiring clean-up of the property. Specific findings and recommendations would include the following:

- Correction of any health and safety hazards, including but not limited to the removal and proper disposal of any debris, trash, junk vehicles and/or removal and proper disposal of any environmental hazards.

Please be advised that unless the property owner or owners would file a written request for a hearing with the Clerk of the County Commission of Upshur County, 40 West Main Street, Room 101, Buckhannon, West Virginia, 26201, within twenty (20) days of receipt of this petition, an order will be issued by the County Commission implementing the above recommendations.

It is the desire of the members of the Enforcement Board that this matter be completed in a manner that is convenient and efficient for all involved parties. Thank you for your assistance and cooperation.


Gregory B. Harris
Compliance Officer

UPSHUR COUNTY COMMISSION
Buckhannon, West Virginia
2020 JUL 14 P 2:44



DATE: 7/13/20

CUMULATIVE POSITION REPORT
7/01/2019 - 6/30/2020
COUNTY SUMMARY

PAGE: 1

	-----U N P A I D - C H A R G E S-----			-----Y E A R - T O - D A T E - T A X E S - P A I D-----					
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	25980.00	.00	25980.00	240160.00	.00	.00	.00	.00	240160.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	25980.00	.00	25980.00	240160.00	.00	.00	.00	.00	240160.00
PERCENTAGE OF UNPAID & PAID CHARGES			009%	091%					
PRIOR YEAR REAL	153695.00	.00	.00	5810.00	.00	.00	.00	.00	14420.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 7/13/20

CUMULATIVE POSITION REPORT
 7/01/2019 - 6/30/2020
 DISTRICT:

PAGE: 1

	-----UNPAID - CHARGES-----			-----YEAR - TO - DATE - TAXES - PAID-----					
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	50.00	.00	50.00	.00	.00	.00	.00	.00	.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	50.00	.00	50.00	.00	.00	.00	.00	.00	.00
PERCENTAGE OF UNPAID & PAID CHARGES			100%	000%					
PRIOR YEAR REAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 7/13/20

CUMULATIVE POSITION REPORT
 7/01/2019 - 6/30/2020
 DISTRICT: BANKS

PAGE: 2

	-----U N P A I D - C H A R G E S-----			-----Y E A R - T O - D A T E - T A X E S - P A I D-----					
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	3780.00	.00	3780.00	34525.00	.00	.00	.00	.00	34525.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	3780.00	.00	3780.00	34525.00	.00	.00	.00	.00	34525.00
PERCENTAGE OF UNPAID & PAID CHARGES			009%	091%					
PRIOR YEAR REAL	21670.00	.00	.00	1085.00	.00	.00	.00	.00	2085.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 7/13/20

CUMULATIVE POSITION REPORT
 7/01/2019 - 6/30/2020
 DISTRICT: BUCKHANNON

PAGE: 3

	-----UNPAID - CHARGES-----			-----YEAR - TO - DATE - TAXES - PAID-----					
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	5330.00	.00	5330.00	60860.00	.00	.00	.00	.00	60860.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	5330.00	.00	5330.00	60860.00	.00	.00	.00	.00	60860.00
PERCENTAGE OF UNPAID & PAID CHARGES			007%	093%					
PRIOR YEAR REAL	33510.00	.00	.00	1260.00	.00	.00	.00	.00	4060.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 7/13/20

CUMULATIVE POSITION REPORT
7/01/2019 - 6/30/2020
DISTRICT:

PAGE: 4

	-----U N P A I D - C H A R G E S-----			-----Y E A R - T O - D A T E - T A X E S - P A I D-----					
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	.00	.00	.00	.00	.00	.00	.00	.00	.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	.00	.00	.00	.00	.00	.00	.00	.00	.00
PERCENTAGE OF UNPAID & PAID CHARGES			000%	000%					
PRIOR YEAR REAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 7/13/20

CUMULATIVE POSITION REPORT
 7/01/2019 - 6/30/2020
 DISTRICT: MEADE

PAGE: 5

[-----UNPAID - CHARGES-----] [-----YEAR - TO - DATE - TAXES - PAID-----]

	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	4515.00	.00	4515.00	30870.00	.00	.00	.00	.00	30870.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	4515.00	.00	4515.00	30870.00	.00	.00	.00	.00	30870.00
PERCENTAGE OF UNPAID & PAID CHARGES			012%	088%					
PRIOR YEAR REAL	28245.00	.00	.00	745.00	.00	.00	.00	.00	2300.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 7/13/20

CUMULATIVE POSITION REPORT
 7/01/2019 - 6/30/2020
 DISTRICT: UNION

PAGE: 6

	-----UNPAID - CHARGES-----			-----YEAR - TO - DATE - TAXES - PAID-----					
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	5655.00	.00	5655.00	52300.00	.00	.00	.00	.00	52300.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	5655.00	.00	5655.00	52300.00	.00	.00	.00	.00	52300.00
PERCENTAGE OF UNPAID & PAID CHARGES			009%	091%					
PRIOR YEAR REAL	32795.00	.00	.00	690.00	.00	.00	.00	.00	1870.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 7/13/20

CUMULATIVE POSITION REPORT
 7/01/2019 - 6/30/2020
 DISTRICT: WARREN

PAGE: 7

	-----UNPAID - CHARGES-----			-----YEAR - TO - DATE - TAXES - PAID-----					
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	3035.00	.00	3035.00	23325.00	.00	.00	.00	.00	23325.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	3035.00	.00	3035.00	23325.00	.00	.00	.00	.00	23325.00
PERCENTAGE OF UNPAID & PAID CHARGES			011%	089%					
PRIOR YEAR REAL	15975.00	.00	.00	760.00	.00	.00	.00	.00	1555.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 7/13/20

CUMULATIVE POSITION REPORT
 7/01/2019 - 6/30/2020
 DISTRICT: WASHINGTON

PAGE: 8

-----UNPAID - CHARGES-----[|-----YEAR - TO - DATE - TAXES - PAID-----|

	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	3615.00	.00	3615.00	38280.00	.00	.00	.00	.00	38280.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	3615.00	.00	3615.00	38280.00	.00	.00	.00	.00	38280.00
PERCENTAGE OF UNPAID & PAID CHARGES			008%	092%					
PRIOR YEAR REAL	21500.00	.00	.00	1270.00	.00	.00	.00	.00	2550.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 7/13/20

CUMULATIVE POSITION REPORT
 7/01/2019 - 6/30/2020
 DISTRICT: UPSHUR COUNTY DIST 8

PAGE: 9

[-----UNPAID - CHARGES-----] [-----YEAR - TO - DATE - TAXES - PAID-----]

	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	.00	.00	.00	.00	.00	.00	.00	.00	.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	.00	.00	.00	.00	.00	.00	.00	.00	.00
PERCENTAGE OF UNPAID & PAID CHARGES			000%	000%					
PRIOR YEAR REAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

**Fire Board Financial Report
2019 - 2020**

CARRYOVER BALANCE: \$76,335.56

<u>Item / Date</u>	<u>Amount</u>	<u>Financial Institution / Payee</u>	<u>Description / Source</u>
--------------------	---------------	--------------------------------------	-----------------------------

DEPOSITS

Sheriff of Upshur County	\$360.08	First Community Bank	Fire Fee Collections through 6/30/2019
Sheriff of Upshur County	\$49,295.39	First Community Bank	Fire Fee Collections through 7/31/2019
Sheriff of Upshur County	\$1,479.90	First Community Bank	Corrected Fire Fee Collections August 2018
Sheriff of Upshur County	\$127,850.25	First Community Bank	Fire Fee Collections through 8/31/2019
Sheriff of Upshur County	\$30,012.99	First Community Bank	Fire Fee Collections through 9/30/2019
Sheriff of Upshur County	\$2,467.92	First Community Bank	Refund from General Accounting 10/21/2019
Sheriff of Upshur County	\$13,077.04	First Community Bank	Fire Fee Collections through 10/31/2019
Sheriff of Upshur County	\$8,520.65	First Community Bank	Fire Fee Collections through 11/30/2019
Sheriff of Upshur County	\$3,290.37	First Community Bank	Fire Fee Collections through 12/31/2019
Sheriff of Upshur County	\$5,817.64	First Community Bank	Fire Fee Collections through 01/31/2020
Sheriff of Upshur County	\$4,065.14	First Community Bank	Fire Fee Collections through 02/28/2020
Sheriff of Upshur County	\$6,210.31	First Community Bank	Fire Fee Collections through 03/31/2020
Sheriff of Upshur County	\$2,645.18	First Community Bank	Fire Fee Collections through 04/30/2020
Sheriff of Upshur County	\$1,875.12	First Community Bank	Fire Fee Collections through 05/31/2020

Total Deposits: \$256,967.98

Plus Carryover: \$76,335.56

Total: \$333,303.54

EXPENDITURES

<u>DATE</u>	<u>Amount</u>	<u>Check #</u>	<u>Payee</u>	<u>Description</u>
July 9, 2019	\$216.00	924	Software Systems	Invoice #32832
July 9, 2019	\$6,910.14	925	Upshur County Commission	Reimbursement Payroll-second quarter
July 9, 2019	\$6.50	926	Upshur County Commission	Reimbursement Postage-second quarter
July 9, 2019	\$1,470.00	927	WV CoRP	Insurance 2019-2020
August 20, 2019	\$3,000.00	928	Adrian VFD	2018 3rd Disbursement

August 20, 2019	\$3,000.00	929	Ellamore VFD	2018 3rd Disbursement
August 20, 2019	\$3,000.00	930	Banks District VFD	2018 3rd Disbursement
August 20, 2019	\$3,000.00	931	Buckhannon VFD	2018 3rd Disbursement
August 20, 2019	\$3,000.00	932	Washington District VFD	2018 3rd Disbursement
August 20, 2019	\$3,000.00	933	Selbyville VFD	2018 3rd Disbursement
August 20, 2019	\$3,000.00	934	Warren District VFD	2018 3rd Disbursement
August 20, 2019	\$511.00	935	Software Systems	Invoice #32962
August 20, 2019	\$4,993.56	936	Ralston Press	Invoice #86625
August 20, 2019	\$4,493.46	937	Ralston Press	Invoice #86626
August 20, 2019	\$138.04	938	Upshur County Commission	Reimbursement P-Card Purchases
August 20, 2019	\$148.84	939	Hart Office Solutions	Invoice # 19226
September 17, 2019	\$206.00	940	Software Systems	Invoice # 33040
September 17, 2019	\$38.63	941	Upshur County Commission	Reimbursement Mileage Ethics Training
October 15, 2019	\$206.00	942	Software Systems	Invoice # 33139
October 15, 2019	\$8,128.42	943	Upshur County Commission	Reimbursement Payroll-third quarter
October 15, 2019	\$189.65	944	Upshur County Commission	Reimbursement Supply Order Quill
October 15, 2019	\$1,114.95	945	Upshur County Commission	Reimbursement Postage-July-September
October 15, 2019	\$2,467.92	946	Upshur County Commission	Reimbursement Tax Deputy Incentive
October 15, 2019	\$2,520.00	947	Ferrari & Associates	2019 Audit
October 15, 2019	\$20,000.00	948	Adrian VFD	2019 1st Disbursement
October 15, 2019	\$20,000.00	949	Banks District VFD	2019 1st Disbursement
October 15, 2019	\$20,000.00	950	Buckhannon VFD	2019 1st Disbursement
October 15, 2019	\$20,000.00	951	Ellamore VFD	2019 1st Disbursement
October 15, 2019	\$20,000.00	952	Selbyville VFD	2019 1st Disbursement
October 15, 2019	\$20,000.00	953	Washington District VFD	2019 1st Disbursement
October 15, 2019	\$20,000.00	954	Warren District VFD	2019 1st Disbursement
October 15, 2019	\$41.33	955	The Record Delta	Class I Legal Advertisement
November 19, 2019	\$206.00	956	Software Systems	Invoice #33227
November 19, 2019	\$202.00	957	WV State Auditor	Invoice #18025
December 17, 2019	\$206.00	958	Software Systems	Invoice #33323
December 17, 2019	\$148.84	959	Hart Office Solutions	Invoice #198799
December 17, 2019	\$25.40	960	Upshur County Commission	Reimbursement travel audit training
December 17, 2019	\$892.24	961	Buckhannon Fire Dept	SCBA Callibration and Shipping invoice #122
January 21, 2020	\$5,000.00	962	Adrian VFD	2019 2nd Disbursement

January 21, 2020	\$5,000.00	963	Banks District VFD	2019 2nd Disbursement
January 21, 2020	\$5,000.00	964	Buckhannon VFD	2019 2nd Disbursement
January 21, 2020	\$5,000.00	965	Ellamore VFD	2019 2nd Disbursement
January 21, 2020	\$5,000.00	966	Selbyville VFD	2019 2nd Disbursement
January 21, 2020	\$5,000.00	967	Warren District VFD	2019 2nd Disbursement
January 21, 2020	\$5,000.00	968	Washington District VFD	2019 2nd Disbursement
January 21, 2020	\$206.00	969	Software Systems	Invoice # 33420
January 21, 2020	\$7,929.42	970	Upshur County Commission	Reimbursement-Payroll-4th quarter
January 21, 2020	\$314.90	971	Global Science & Technologies	Software Package for new PC
February 5, 2020	\$99.80	debited	Deluxe Checks	4 Boxes of new Checks
February 18, 2020	\$206.00	972	Software Systems	Invoice # 33509
February 18, 2020	\$417.70	973	Upshur County Commission	Reimbursement-postage-Oct-Dec
March 17, 2020	\$156.28	974	Hart Office Solutions	Invoice # 204988
March 17, 2020	\$206.00	975	Software Systems	Invoice # 33608
March 17, 2020	\$1,055.65	976	Upshur County Commission	Reimbursement-computer
May 19, 2020	\$5,835.06	977	Upshur County Commission	Reimbursement-Payroll-1st quarter
May 19, 2020	\$412.00	978	Software Systems	April and May invoices
June 16, 2020	\$5,000.00	979	Adrian VFD	Final 2019 disbursement
June 16, 2020	\$5,000.00	980	Banks District VFD	Final 2019 disbursement
June 16, 2020	\$5,000.00	981	Buckhannon VFD	Final 2019 disbursement
June 16, 2020	\$5,000.00	982	Ellamore VFD	Final 2019 disbursement
June 16, 2020	\$5,000.00	983	Selbyville VFD	Final 2019 disbursement
June 16, 2020	\$5,000.00	984	Washington District VFD	Final 2019 disbursement
June 16, 2020	\$5,000.00	985	Warren District VFD	Final 2019 disbursement
June 16, 2020	\$206.00	986	Software Systems	Invoice #33891
June 16, 2020	\$397.95	987	Upshur County Commission	Reimbursement-postage-Jan-Mar

Total Expenditures: \$283,923.68

CARRYOVER BALANCE: \$49,379.86

Carryover balance includes \$30,000 Emergency Fund

Tygarts Valley Conservation District
and
West Virginia Conservation Agency

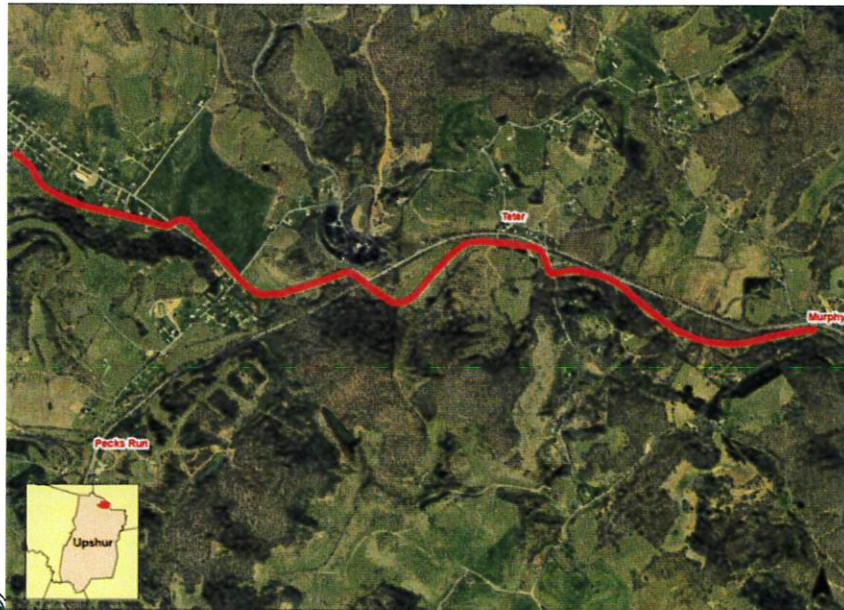


Pecks Run Channel
Upshur County Commission



West Virginia Conservation Agency

Pecks Run Channel



West Virginia Conservation Agency

2

Maintenance

Typical channel work includes:

- Mowing and weed eating
- Debris removal from banks of channel
- Tree and brush removal from channel
- herbicide application
- seeding/mulching/erosion repair
- access maintenance
- Inspections on channel



West Virginia Conservation Agency

3

Upshur County Commission Contributions

Sponsor	Amount
Upshur County Commission	

Record of 5 year Contributions-Upshur County Commission

2015	2016	2017	2018	2019	Total
\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$2,000.00	\$17,600.00

5 year Expenditures Pecks Run Channel

2015	2016	2017	2018	2019	Total
-0-	\$9,490.00	-0-	\$9,566.00	\$10,000.00	\$29,056.00



West Virginia Conservation Agency

4

Pecks Run Channel

Year Built	Age	Channel Length	
1963	56 yrs.	5.97 miles	
Repairs/Investigations Needed			
Access road clearing, repair work on culvert and outlet channel and buffer zone clearing.			

5 year plan

2020	2021	2022	2023	2024	Total
\$22,000.00	\$11,000.00	\$8,250.00	\$8,250.00	\$6,600.00	\$56,100.00



West Virginia Conservation Agency


5

Pecks Run Channel




West Virginia Conservation Agency

6




10/12/2018

Pecks Run Channel




10/12/2018



West Virginia Conservation Agency

7

Pecks Run Channel



8

Pecks Run Channel Acker's Culvert repairs needed



West Virginia Conservation Agency

9

Questions-Comments

Tygarts Valley Conservation District
16346 Barbour County Hwy
Philippi, WV 26416
Phone: 304-457-3026

West Virginia Conservation Agency
255 Gus R. Douglass Lane
Charleston, WV 25305
304-558-2204



West Virginia Conservation Agency

10



HEALTH NEWS

**For Immediate Release
July 7, 2020**

ST. JOSEPH'S HOSPITAL AND THE ROTARY CLUB OF BUCKHANNON-UPSHUR TO HOLD BLOOD SCREENINGS IN JULY AND AUGUST BY APPOINTMENT

BUCKHANNON, WV- St. Joseph's Hospital and the Rotary Club of Buckhannon-Upshur will hold blood screenings by appointment only on Saturdays beginning July 18th. The screenings will be held at St. Joseph's Hospital. Basic blood profile tests will be offered at \$35; with additional testing for thyroid for \$5, hemoglobin A1C for \$15, colon cancer screening for \$5 and prostate testing for \$20. A new additional test for the Hepatitis C antibody will be offered for \$20.

Appointments are required. In order to ensure everyone's safety, no walk-ins will be allowed and everyone must wear a mask. To make an appointment, visit the BU Rotary Facebook page. For more information, call 681-433-9476.

—WVU MEDICINE—

Media Inquiries: Lisa Wharton, Public Relations/Marketing/Foundation, 304-473-2138
lisa.wharton1@wvumedicine.org

Notice of Meeting

Buckhannon-Upshur Parks and Recreation Advisory Board

Location: Pavilion Upshur County Park

Date: July 13, 2020

Time: 5:30 PM

PLEASE NOTE MEETING WILL BE AT THE Pavilions located at the
Upshur County Park Agenda

1. Call meeting to order.
2. Approve June minutes
3. Election of new officers
4. Discussion of design for sign at Upshur County Parks for end of drive by Rt 20
5. Rachel Weber to Provide a update of the trail
6. Callie Sams to provide information about a triathlon fundraiser for next summer
7. Laura Meadows to provide information about the rack cards for the kiosks

Public comment

Adjournment

Thank you so much for all that you do for Upshur County parks and recreation.

Next Meeting: 5:30 PM, August 10th, 2020 at Upshur County

**UPSHUR COUNTY PUBLIC LIBRARY
Annual Meeting Agenda
Wednesday, July 15th, 2020, 4:00 p.m.**

- I. Call to Order
- II. Reading/Approval of last year's annual meeting minutes
- III. Election of Officers
- IV. Adjournment

**Board of Directors Meeting Agenda
Wednesday, July 15th, 2020, 4:00 p.m.**

Agenda

- I. Call to Order
- II. Reading/Approval of Minutes
- III. Review/Approval of Monthly Financial Report
- IV. Librarian's Report – see attachment
- V. Unfinished Business
 - A. Parking lot
 - i. Flagpole
 - ii. Design for traffic circle
 - iii. Landscaping
 - B. Personnel Manual Revisions
- VI. New Business
 - A. Depository Bond Approval
 - B. Hours change (9:30-6:30 Monday through Thursday instead of 10:00-7:00)
- VII. Friends of the Library update - Ann
- VIII. Setting date of next Board meeting
- IX. Adjournment

City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, July 16, 2020

62

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 Jim Gifford-WV Classic Wheels Car Club

C. Department & Board Reports

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

D. Correspondence & Information

- D.1 Letters WVDHSEM RE: Invoice #7 & Change of Scope #1 Budget Revision-Emergency Power Generator FEMA
- D.2 Purchase Agreement for Sutphen Fire Apparatus
- D.3 Historic Landmarks Commission regular scheduled meeting on 07/20/2020 has been canceled
- D.4 Suddenlink Contact Info: 4939 Teays Valley Rd Scott Depot WV 25560 304-760-2023
- D.5

E. Consent Agenda

- E.1 Approval of Minutes-Regular Meeting 07/02/2020
- 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 Discussion/Possible Action Revisit Blast From the Past Car Show Event 07/25/2020
- F.2 Approval to Submit AML Pilot 2020 Application
- F.3 Grant Approval WV Department of Arts, Culture, & History- Accessibility Grant for Colonial Theatre
- F.4 Approval Resolution No. 2020-08 Budget Revision General Fund #2

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. Executive Session –Personnel Matters Per WV Code § 6-9A-4

J. Adjournment

Posted 07/13/2020

Next Regular Scheduled City Council Meeting Thursday, August 6, 2020



Notice of Monthly Meeting Upshur County Farmland Protection Board

Location: West Virginia Farm Bureau Office
1 Red Rock Road, Buckhannon, WV

Date: July 16, 2020

Time: 2:00 p.m.

AGENDA

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: May 2020

BUSINESS ITEMS – Discussion/Update/Action

- Locally important soils – Review of current applications & update from John
- Review/Ranking of applications

FINANCIAL MATTERS – Discussion/Update/Action

- FY20 Financial Spreadsheet / Financial Report
- Payment of Bills / Invoices ---
 - o Saddleback Services

OTHER BUSINESS –

DATE OF NEXT MEETING

ADJOURNMENT

Notice of Meeting

for

Upshur County Fire Board, Incorporated

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

Location: Upshur County Administrative Annex, Suite 101, 91 W. Main Street

Date: Tuesday, July 21, 2020

Time: 6:30 p.m.

AGENDA

Call Meeting to Order

Approval of Minutes---June 16, 2020

Public Questions/Comment Period

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

- Cumulative report
- Night deposit box update
- Laptop update payment update
- Statement Update

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 6/30/2020---\$74,384.91
- Disbursement from Chief Tax Deputy for June---\$1,615.09

Payment of Bills/Invoices

- Software Systems---Invoice #33968---Maintenance Charge May---\$206.00
- Upshur County Commission---Reimbursement---Postage April-June---\$11.60
- Ralston Press---2020 Fire Fee Statements---\$2,668.85

Election of Officers

Discussion/approval of Copier reassignment

Review and Approval of Corrective Tickets and Exonerations

Other Items/Matters to Consider

Date of Next Meeting---August 18, 2020---Adjournment

Elkins Road Public Service District
Board of Directors' Regular Meeting
June 2, 2020

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Tuesday, June 2, 2020.

Chair, Carey Wagner, called for a Moment of Silence for our Country.

Chair, Carey Wagner, called the meeting to order at 4:30 p.m. and led the group in the Pledge of Allegiance.

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

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

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

Recognize that three (3) customers were present.

APPROVAL OF MINUTES

Minutes of May 12, 2020 were presented for approval. Sonny Matthews made a motion to approve the minutes as presented. Seconded by Larry Heater. Motion carrier

APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

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

PHASE III EXTENSION PROJECT

No invoices were presented for payment approval.

Discussion followed on Phase III contracts. All four (4) contracts have been awarded and just need to be signed by the appropriate entities for execution. Funding documents will be brought to the PSD office by Steptoe & Johnson (John Stump, Katy Mallory) for signatures and documentation in minutes on the 10th of June at 5:00 p.m. First draw paperwork will be also be brought with Steptoe & Johnson for signatures.

Elkins Road Public Service District
Board of Directors' Regular Meeting
June 2, 2020

SPECIAL GUEST

Rhett P. Dusenbury, District Representative for Hon. Alex X. Mooney, attended our meeting to see how our Phase III Extension was progressing.

MAINTENANCE

Dave Wamsley, System Operator, discussed the May Maintenance Report which he had prepared for the meeting. Dave also prepared a leak detection report which he presented to the Board with his maintenance report.

There being no further business, the meeting adjourned on motion made by Sonny Matthews and seconded by Larry Heater. Meeting adjourned at 5:05 p.m.

The next special meeting will be held on Wednesday, June 10, 2020 at 5:00 p.m.

Respectfully submitted:

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

Attachments: Agenda
Sign In Sheet

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
Larry Heater


Board Member
Sonny Matthews

Note: Recorded Meeting

Adrian Public Service District

June 4, 2020

Monthly Board Meeting



67

Present from Adrian PSD: Paul Spencer, Kelly Arnold, Carolyn Douglas, Lindsey Woody, Norma Woody and Eric Brunn.

Visitors: Tommie Bodkins, Terry Bodkins, Henry K. Betler via facetime, Diana Betler via facetime, Robert Metzner, Maxine Metzner and Trey Hornor, Hornor Engineering.

All motions were unanimous unless otherwise noted.

The meeting was called to order at 3:00 pm by Chairman Spencer.

Trey Hornor of Hornor Engineering spoke.

- Trey Hornor of Hornor Engineering addressed concerns of future customers on the Phase VIII extension of Metzner Hollow Road near Helvetia. Henry K. Betler spoke, via facetime, raising concerns about the extension of Metzner Hollow Road not including Tommie Bodkins, and Scott Betler due to pressure issues. Mr. Betler also expressed concern of low pressure issues for Robert Metzner, the Metzner homeplace, and his own property due to the need for an additional pumping station. All but one future customer were represented at the meeting, and Trey explained to them why they were not part of the original project. This is a total of four families. It will also require a small constant run booster pump station. The board agreed to bid it as an additive alternate so that there is the potential for it to be paid for by any bid underruns and/or contingencies. The total cost of this add alternate will be in the range of \$200 K-\$250 K. Trey will provide that estimate this week and use it as the basis for the engineering amendment that he will prepare for the PSD's approval. The board voted to extend a waterline approximately 4,000 ft. as an additive alternative to serve the Metzners, Betlers and Bodkins.

Minutes of the May 6th meeting were read. Kelly made the motion to approve the minutes and Carolyn second.

Invoices were presented-Motion to pay by Carolyn, second by Kelly.

Old Business

- Trey discussed with the board his recommendations concerning the rights-of-way agents that submitted bids for the Phase VIII Pickens extension. The board will consider his comments when making their decision.
- Phase VIII-Board looked at the proposed extensions in Phase VIII carefully to narrow down what sections of the extension are essential and what is not essential. Discussions by board concerning the possible removal of Indian Camp extension costing \$128,000, Lower Gaines Road extension costing \$162,000 and Upper Gaines Road extension costing \$290,000. Cost estimates provided by Trey. Board decided to include extensions in the initial design and make them deductive alternates to the project.

New Business

- None

Items for Discussion/Action/Approval

- Lindsey presented board with bid proposal for Right of Ways from Morgan Haymond and Susan Belton. The board Chairman, Paul Spencer, voted to approve Morgan Haymond. Kelly second. Paul signed the proposal and Norma notarized.
- Board discussed Rock Cave Broadband Tower lease. The board decided to keep the power for the tower in Adrian Public Service District name and bill Micrologic each month for the usage. An addendum will be added to the lease to reflect the board's decision. Carolyn motioned to approve the lease. Kelly second.

Maintenance – Eric

- Fixed leak at Cleveland.
- Fixed leak on Cutright Run.
- Fixed leak at Rock Cave near Arlington.
- Repaired leak at Sago Road.
- Leak repair at Rt 20 South.
- Fixed leak near service for Loudin
- Repaired fire hydrant leak at Hinkle Ridge
- Installed two new services.
- Three future road bores to be installed.
- Repaired valve at Frenchton/Freemans Road

Office Report

- Lindsey and Norma to start Lead & Copper Testing in June.

The meeting adjourned at 5:15 pm. Next regular meeting will be July 2, 2020 at 3:00 pm.


Board of Directors



Paul Spencer, Chairman



Carolyn Douglas, Vice Chairman



Kelly Arnold, Sec., Treas.

Elkins Road Public Service District
Board of Directors' Special Meeting
June 10, 2020

A special meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Wednesday, June 10, 2020 @ 5:00 PM.

Chair, Carey Wagner, called the meeting to order at 5:00 pm

Members Present were: Chair/Treasurer, Carey Wagner; Board Secretary, Larry Heater; Board Member, Sonny Matthews.

Staff: Office Manager, Carolyn Douglas

Recognize that two (2) customers were present.

ITEMS FOR DISCUSSION

Phase III Loan Funding Resolutions

John Stump, Steptoe & Johnson, came to the meeting with four (4) resolutions for Phase III Loan Funding approval and signatures:

- a. To consider and act upon a proposed Rules of Procedure Resolution. **Larry Heater made a motion to approve and act upon. Sonny Matthews seconded. Motion carried**
- b. To consider and act upon a proposed Bond Resolution entitled:
RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF ELKINS ROAD PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF \$5,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2020 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISION OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO. **Sonny Matthews made a motion to approve and act upon. Larry Heater seconded. Motion carried**
- c. To consider a Draw Resolution for the payment of invoices from the Bonds. **Sonny Matthews made a motion to approve and sign. Larry Heater seconded. Motion carried**

Elkins Road Public Service District
Board of Directors' Special Meeting
June 10, 2020

- d. To consider a Sweep Resolution for the payment of invoices from the Bonds. **Sonny Matthews made a motion to approve and sign. Larry Heater seconded. Motion carried**

BUDGET FOR FY 2020 - 2021

The new Budget for FY 2020 – 2021 was presented for review and approval. **Sonny Matthews made a motion to approve the new Budget. Larry Heater seconded. Motion carried**

There being no further business, **the meeting adjourned on motion made by Sonny Matthews and seconded by Larry Heater. Meeting adjourned at 6:00 p.m.**

The next regular monthly meeting will be held on Tuesday, July 7, 2020 at 5:00 p.m.


Respectfully submitted:

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

Attachments: Agenda
Sign In Sheet

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
Larry Heater


Board Member
Sonny Matthews

Tennerton Public Service District
Monthly Meeting
June 10, 2020

The regular monthly meeting of the Tennerton Public Service District was held at the District office at 188 Fayette Street, Buckhannon West Virginia on June 10, 2020.

In attendance were Joe Tenney, John Barnes, Terry Gould, and Vickie Dean. Elmer Tenney was absent.

The meeting was called to order promptly at 2:00 pm by Joe Tenney chairman. The minutes of the previous meeting held on May 13, 2020 were not read.

Terry Gould presented the monthly financial reports and the bills to be paid. A motion to pay the invoices was made by Joe Tenney and seconded by John Barnes.

The board reviewed and approved the previous month's credit memos.

Terry Gould reported on the following:

- *Property evaluation for insurance. Murphy Mart Station has been added. This will probably increase our rates. We also need to add Sunny Buck Station.
- *Nothing further has been heard from Charles Smith complaint since the rebuttal has been written.
- *Rizo Engineering Firm- Original estimate was for \$9500.00 for everything. We have not received the as-built drawings. We will require the drawings before paying the balance.
- *Stoney Run- Road boar for Kevin Shannon, right side to left side. We've spent \$4500.00. It will cost \$3500.00 to rent a boar machine. PSC says "We have to provide a tap at his property"
- *We purchased a 2 ½ inch punch/gofer for \$2000.00 from Nelson John's.
- *Hickory Flat Project-Annual report will be complete in July. We will need to increase our rate before Hickory Flat project starts.

There being no other business to discuss, motion was made by Joe Tenney to adjourn seconded by John Barnes.

Approved

Joseph A. Tenney

UPSHUR COUNTY SENIOR CENTER

**UPSHUR COUNTY SENIOR CENTER
BOARD OF DIRECTORS
MINUTES: June 10, 2020**

CALL TO ORDER: President Ransom Hackett called the meeting to order at 12:07 PM.

THOSE ATTENDING: Jim Vance, Heather Powell, Ransom Hackett, Terry Cutright, Tim Rock, Sarah Campbell

APPROVAL OF MINUTES: President Ransom Hackett asked for a motion to approve the May minutes. Heather Powell made a motion to approve the minutes. Terry Cutright seconded the motion. Motion passed unanimously.

DIRECTOR'S REPORT: A time for questions regarding the report was given. No questions were posed.

PUBLIC COMMENTS:

- No comments submitted.

FINANCIAL REPORT:

- Director Campbell presented the financial report. President Ransom Hackett asked for a motion to accept the Financial Report. Heather Powell made a motion to accept the report. Tim Rock seconded the motion. Motion passed unanimously.

PREVIOUS BUSINESS:

- Director Campbell presented an update on supplies purchased for the kitchen renovations, as well as a proposal to purchase a new water/ice machine for the nutrition site. Terry Cutright made a motion to approve the purchase of the ice/water machine. Heather Powell seconded the motion. Motion passed unanimously.

NEW BUSINESS:

- Director Campbell presented the NGA from the UPAAA for supplemental funds to address COVID-19. Heather Powell made a motion to accept the supplemental funds. Terry Cutright seconded the motion. Motion passed unanimously.
- Revision to our Title III Budget were presented that account for the supplemental funds. Terry Cutright made a motion to approve the budget revisions. Tim Rock seconded the motion. Motion passed unanimously.
- LIFE budget revisions were presented. Heather Powell made a motion to approve the budget revisions. Terry Cutright seconded the motion. Motion passed unanimously.
- All budget revisions were for the FY 2020.
- Director Campbell presented a grant application to the Pallottine Foundation. Discussion occurred. Heather Powell made a motion to accept the grant and sign the agreement. Tim Rock seconded the motion. Motion passed unanimously.

PERSONNEL:

- Director Campbell presented a proposal to move our Nutrition Site Supervisor position to full time. Heather Powell made a motion to approve the switch from part-time to full-time. Tim Rock seconded the motion. Motion passed unanimously.
- A new custodian position was proposed. See job description attached. Heather Powell made a motion to approve the creation of a part-time custodian position. Terry Cutright seconded the motion. Motion passed unanimously.

NEXT MEETING: The next board meeting will be July 8, 2020 at 12 PM.

ADJOURNMENT: Terry Cutright made a motion to adjourn. Heather Powell seconded the motion. Adjourned at 12:50 PM.

Buckhannon - Upshur Parks and Recreation
Advisory Board Meeting

Date: June 15, 2020

Meeting Location: Pavilion At BUHS

Attending: Josh Hinchman, Dennis Cortes, Mary Hull, JJ Ford

Absent: Katie Loudin, Brett Robinson, William Squires

Guests: None

Meeting was called to order at 5:30pm, by Josh Hinchman

Mary Hull made a motion to approve the March 9, 2020 minutes, JJ Ford 2nd the motion.

1. Josh Hinchman discussed the sign at the end of the road, designing a new one. Asked everyone to bring ideas to the next meeting, need to decide on a price range and how it will be paid for. Dennis Cortes suggested that we have the sign ready by the March 2021 meeting, Dennis made a motion, JJ Ford 2nd the motion.
2. It was discussed as to whether we should do the Art in the Park fundraiser next spring, Dennis Cortes suggested we have 2 meetings per month starting in January in order to get the fundraiser planned, Josh said that we would have to check the by-laws discussion was put on hold until next meeting.
3. JJ Ford discussed the trail signs waiting on the CVB grant, if signs are made JJ's class would make them. Signs would possibly be made out of Blue and White Poly Board.
4. JJ Ford discussed the success of the trail work, 10 + people showed up to help.
5. Josh Hinchman suggested adding Disc Golf to the park, the board would need to do some fundraising to make this happen. Josh discussed pricing

but didn't want to confirm a price until he was able to look at his paperwork and get a more accurate amount. Josh suggested that we look into an 18 hole course. JJ Ford made a motion to fundraise for disc golf and Dennis 2nd the motion.

6. Motion to adjourn was made by JJ and Dennis 2nd the motion.