

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: August 6, 2020
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
 - July 23, 2020
- 9:15 a.m. Laura B. Meadows, Executive Director of the Upshur County Convention and Visitors Bureau – Annual Report
- 9:30 a.m. Kevin Nicholson on behalf of the Upshur County Youth Soccer Association, Inc. – Request to renew Wellness Complex Property Use Agreement per the initial lease agreement dated September 28, 2017. * Page 5-10
- 9:45 a.m. Consider Request for Hearing filed by Chester Chewning --- Case Number 101019-02 (Warren Tax District – Tax Map 7C – Parcel Number 42.10) * Page 11

Items for Discussion / Action / Approval:

1. Approval of “Request for Bids” and Minimum Vehicle Specifications for one police sport utility vehicle. Sealed Proposals must be received no later than 4:00 p.m. on September 2, 2020 at the Administrative Annex located at 91 W. Main Street, Suite 101. Proposals received by the deadline will be publicly opened, reviewed and read aloud by the Commission at 10:00 a.m. on Thursday, September 3, 2020. * Page 12-14
2. Approval and signature of an Order to Permit the Lawful Holding of Upshur County Circuit Court at the Event Center at Brushy Fork for Jury Selection in August, September, October, November and December, 2020, pursuant to WV Code §51-3-7. Occupying the existing Court space is not feasible for the purpose of a jury selection without creating a substantially increased risk of transmission of the COVID-19 virus. * Page 15
3. Approval and signature of the Help America Vote Act (HAVA) Subgrant Agreement in the amount of \$23,591.28. These emergency funds have been made available for the purpose of preventing, preparing for, and responding to COVID-19, for the 2020 federal election cycle. * Page 16-31
4. Approval and signature of the FY21 Community Corrections Day Report Center Grant (Project No. 21-CC-27) Contract Agreement, Resolution, Certifications and Standard and Federal Conditions and Assurances. The grant award is in the sum of \$161,500 to be used for the continued operation of a community corrections program in Upshur and Lewis Counties. * Page 32-54
5. Approval and signature of the esri renewal quote in the amount of \$4,450 for term period October 1, 2020 to September 30, 2021. Of this amount, \$1,200 is to be paid by the Assessor’s Revaluation Fund. * Page 55-58

6. Approval and signature of verifications for Answers/Responses to various First Sets of Interrogatories on Liability to County and Municipal Plaintiffs in the consolidated opioid litigation. * Under separate cover
7. Adopt Policy Extending Emergency Absentee Voting. * Page 59
8. Signature of Order to approve the Number of Election Officials and Election Commissioners for the November 3, 2020 General Election. * Page 60
9. Signature of Order to approve the Number of Sets of Emergency Absentee Voting Commissioners for the November 3, 2020 General Election. * Page 61
10. Consider Resignation of Employee * Under separate cover
Item may lead to Executive Session per WV Code §6-9A-4
11. Consider Resignation of Employee * Under separate cover
Item may lead to Executive Session per WV Code §6-9A-4
12. Correspondence from David H. Coffman, Upshur County Sheriff, requesting the employment of Timothy P. Bennett as a part-time Court Security Officer. Upon approval, Mr. Bennett will begin employment on August 9, 2020 at the pay wage rate of \$11 per hour. * Page 62
Item may lead to Executive Session per WV Code §6-9A-4
13. Correspondence from Kimbra Wachob, Upshur County Emergency Communications Center Assistant Director, requesting the employment of Evan Carpenter as full-time telecommunicator, effective August 17, 2020. Upon approval, Mr. Carpenter's rate of pay will be \$11.00 per hour. * Page 63
Item may lead to Executive Session per WV Code §6-9A-4
14. 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 from Katie Loudin announcing her resignation from the Buckhannon Upshur Parks and Recreation Advisory Board, effective immediately. Ms. Loudin is a Board of Education representative and this term expires on June 30, 2021. Page 64
2. Upshur County Sheriff's Settlement, Reconciliation of Cash and Commission – Fiscal Year Ending June 30, 2020 Page 65-76
3. Correspondence from 26th Judicial Circuit Court Judge Kurt W. Hall to WV Supreme Court of Appeals Court Administrator Joseph Armstrong requesting the approval of an expenditure in the amount of eight thousand six hundred ten dollars (\$8,610) from the Upshur County Worthless Check Fund to cover the cost of bailiff services for the Upshur County Magistrate Court for fiscal year 2020. Page 77
4. Correspondence from WV Supreme Court of Appeals Court Administrator Joseph Armstrong approving the request to expend eight thousand six hundred ten dollars (\$8,610) from the Upshur County

5. Correspondence from Samantha L. Woods, Assistant Director of the WV State Auditor Chief Inspector Division, enclosing the Report on Applying Agreed-Upon Procedures of the Upshur County Magistrate Court for the period ending December 31, 2019. Report is available for public review in the Upshur County Commission Office. Under separate cover
6. Upshur County Building Permits for July, 2020 Page 79-81
7. Upshur County Mileage Reports – June, 2020 Page 82-91
 - Upshur 911
 - Maintenance
 - Emergency Management
 - Sheriff
 - Addressing and Mapping
 - Community Corrections
 - Dog Pound
8. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - b) Agendas and/or Notice of Meetings:

• Upshur County Public Library	July 15, 2020	<u>Page 92</u>
• James W. Curry Library/Park Advisory Board	July 22, 2020	<u>Page 93-94</u>
• Buckhannon-Upshur Airport Authority	July 28, 2020	<u>Page 95</u>
• Elkins Road PSD	August 4, 2020	<u>Page 96</u>
• City Council of Buckhannon	August 6, 2020	<u>Page 97</u>
 - c) Meeting Minutes:

• Upshur County Fire Board	June 16, 2020	<u>Page 98</u>
• Upshur County Public Library	June 17, 2020	<u>Page 99-100</u>
• James W. Curry Library/Park Advisory Board	June 24, 2020	<u>Page 101-102</u>
 - d) Meetings:

• 08/04/20	5:30 p.m.	Elkins Road PSD
• 08/04/20	4:00 p.m.	Hodgesville PSD
• 08/06/20	7:00 p.m.	Banks District VFD
• 08/06/20	7:00 p.m.	City Council of Buckhannon
• 08/06/20	7:00 p.m.	Selbyville VFD
• 08/10/20	12:00 p.m.	Upshur County Family Resource Network
• 08/10/20	4:30 p.m.	Upshur County Solid Waste Authority
• 08/10/20	5:30 p.m.	Buckhannon-Upshur Recreational Park Advisory Board
• 09/07/20	6:00 p.m.	Lewis-Upshur Community Corrections Board – Lewis Co.
• 08/11/20	7:30 p.m.	Adrian VFD
• 08/20/20	6:00 p.m.	Buckhannon-Upshur Board of Health
• 08/19/20	7:00 a.m.	Upshur County Development Authority – Annual Meeting
• 08/19/20	12:00 p.m.	Upshur County Senior Center Board
• 08/12/20	3:00 p.m.	Upshur County Conventions & Visitors Bureau

- 08/12/20 7:00 p.m. Warren District VFD
- 08/06/20 3:00 p.m. Adrian PSD
- 08/12/20 3:00 p.m. Tennerton PSD
- 08/13/20 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 08/13/20 7:30 p.m. Buckhannon VFD
- 08/13/20 4:00 p.m. Buckhannon Upshur Airport Authority
- 08/20/20 6:30 p.m. Upshur County Youth Camp Board
- 08/16/20 6:00 p.m. Washington District VFD
- 08/17/20 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 08/19/20 4:00 p.m. Upshur County Public Library Board
- 08/18/20 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 08/18/20 6:30 p.m. Upshur County Fire Board, Inc.
- 08/25/20 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 08/12/20 7:00 p.m. Ellamore VFD
- 08/19/20 12:00 p.m. Lewis Upshur LEPC
- 08/20/20 2:00 p.m. Upshur County Farmland Protection Board
- 08/26/20 10:00 a.m. James W. Curry Advisory Board
- 08/31/20 7:00 p.m. Upshur County Fire Fighters Association
- 08/12/20 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau

*****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

******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
August 13, 2020 --- 9:00 a.m.
Upshur County Courthouse Annex

Property Use Agreement between the Upshur County Commission
and the Upshur County Youth Soccer Association, Inc.

This Use Agreement made and entered into this 28th day of September, 2017, by and between the UPSHUR COUNTY COMMISSION, hereafter referred to as the "Commission," and UPSHUR COUNTY YOUTH SOCCER ASSOCIATION, INC., hereafter referred to as "User."

In consideration of the mutual promises and agreements contained herein, the Commission and User agree to the following terms and conditions:

The Commission hereby leases to the User, for the sum of \$1.00 per year, that certain parcel of land containing 14.298 acres more or less, and known as the Wellness Complex located on Brushy Fork Road in Buckhannon Corporation, Upshur County, West Virginia, which parcel of land is identified on the attached aerial depiction of the property [Attachment A] and the attached tax map depicting the parcel as the combination of Tax Map parcels 34/1 and 34/2 [Attachment B].

The User is granted the right to possess the described real estate solely for the purpose of developing the land into playing fields and facilities for Upshur County Youth Soccer program. The User is also authorized to permit usage of the property for other organized recreational and sports purposes, under the following guidelines:

- a. The User shall not charge for the usage of the property other than actual expenses; and
- b. The User shall not permit any sports program to use the property in violation of any of the terms of this Agreement, including those related to insurance and safety; and
- c. Any additional use of the property by any other recreational or sports organization will be scheduled by the User; and
- d. The property will be open to the public during times designated by the User.

The term of this Agreement shall be for a period of three (3) years beginning on the date upon which this agreement is fully executed. Provided that the User is not in default in the performance of this lease, the User will have the option to renew this Agreement in three (3) year increments commencing at the expiration of the initial lease term. Prior to the end of the three (3) year lease term, the agreement can be terminated only under the following conditions:

1. The User can terminate its rights under this Agreement upon providing the Commission thirty-days notice. If this Agreement is so terminated, the User may remove any of its property that is not permanently affixed to the real estate by the end of the thirty days, unless the period for removal of property is extended in writing by the Commission.
2. The Commission can terminate this Agreement only if:
 - a. the Commission has a need for the property, unforeseen at the time this Agreement is entered, to meet a public purpose which is of high priority and cannot be met by other assets of the Commission. In that event of a termination under this sub-

paragraph, the Commission will reimburse the User for the costs of improvements discounted by the period of time the User had the benefit of the use of the improvements. [For example, if there is one year left of the three year period at the time of termination under this sub-paragraph, the Commission will reimburse the User for 33% of its actual costs in creating the improvements.], or

- b. the User fails to maintain the insurance required by this Agreement, or
- c. the User permits unlawful or unreasonably dangerous conduct on the property, or
- d. the User falls more than sixty days delinquent in paying its obligations related to the property, such as in the payment of utility bills, or
- e. the User fails to maintain the property, this includes mowing and trimming the entire area on a regular basis, or
- f. the User permits such conditions upon the property as to constitute a danger to the welfare of the public.

In the event the Commission terminates this Agreement under paragraph 2, the Commission will designate a period of no less than thirty days during which the User can remove its personal property.

Upon termination of this Agreement, the Commission will not be responsible for payment to the User for any improvements made to the premises by the User, its contractors, or subcontractors other than as expressly provided in this written Agreement.

The User will be responsible for any and all improvements made to the property, including but not limited to grading, construction of facilities necessary for soccer playing fields, extension of utilities to the site, payment of such utilities' installation and usage (payment of any utilities associated with the improvements herein shall be borne solely by the User), and any other construction necessary for the creation of adequate facilities for the User's activities. The User is required to obtain a building permit from the City of Buckhannon prior to any site preparation and construction taking place. In addition, if any man-made improvements, including the placement of any fill material, are proposed for the site, then the User will be required to adhere to the requirements of the City of Buckhannon's Floodplain Ordinance (Ordinance No. 353) and other floodplain requirements that may be in effect. For additional information, please contact the City of Buckhannon's Certified Floodplain Manager at 304-472-1651. The Commission reserves the right to approve all plans for construction and the naming of the property prior to such construction or naming is implemented. It is the responsibility of the User to properly maintain the property and facilities so constructed at all times.

If the User fails to properly maintain the property, the Commission reserves the right to include this property in the grounds keeping contract that is entered into during the month of March. The User would then be responsible for reimbursing the Upshur County Commission for the charges incurred to mow and trim this particular property.

All contractors or subcontractors performing work on the property, whether paid or in a form of donation, must also provide a certificate of liability insurance and proof of worker's compensation coverage to the Commission prior to work being performed.

The User agrees to hold the Commission harmless with regard to any and all liability that might be incurred as a result of injury to any person or property on the aforementioned premises. The User further guarantees that it will carry liability insurance for the term of this Agreement and any extensions thereof, in the amount of \$1,000,000 per occurrence with a \$2,000,000 annual aggregate, and the User shall list and endorse the Commission, its Commissioners, employees and agents as additional insureds on such policy. As a prerequisite to the use of the property by other approved users, such users are required to carry the same amount of liability insurance laid out above, and each such organization shall list and endorse the Commission, its Commissioners, employees and agents as additional insureds on such policy on such policy.

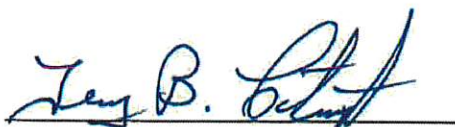
It is further agreed that the User will not sublease the aforementioned properties and that the facilities constructed thereon to any other individual or organization without prior written approval of the Commission.

This Agreement contains the entire contract between the Commission and the User. Any modifications must be mutually agreed upon and must be put in writing and endorsed by both parties as an addendum to this Agreement.

The officers signing this Agreement for the Upshur County Youth Soccer Association personally certify by so doing that the Board of Directors has formally approved this contract and have accepted corporate liability under the terms of this Agreement.

In witness thereof, the Commission and User have executed this Agreement on the 28th day of September, 2017.

UPSHUR COUNTY COMMISSION:



Commission President



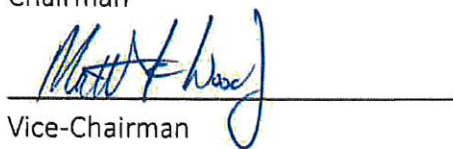
Commissioner



UPSHUR COUNTY YOUTH SOCCER
ASSOCIATION:



Chairman



Vice-Chairman

Commissioner

Date

September 28, 2017
Date

Certificate of Acknowledgement

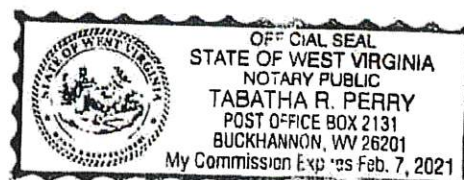
State of West Virginia

County of Upshur

The foregoing Property Use Agreement was acknowledged before me on the 28th day of September 2017 by Terry B. Cutright, Samuel Nolte, & Troy A. Brady III.

My commission expires:

February 7, 2021
Tabatha R. Perry
Notary Public



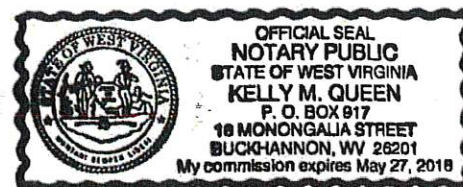
State of West Virginia

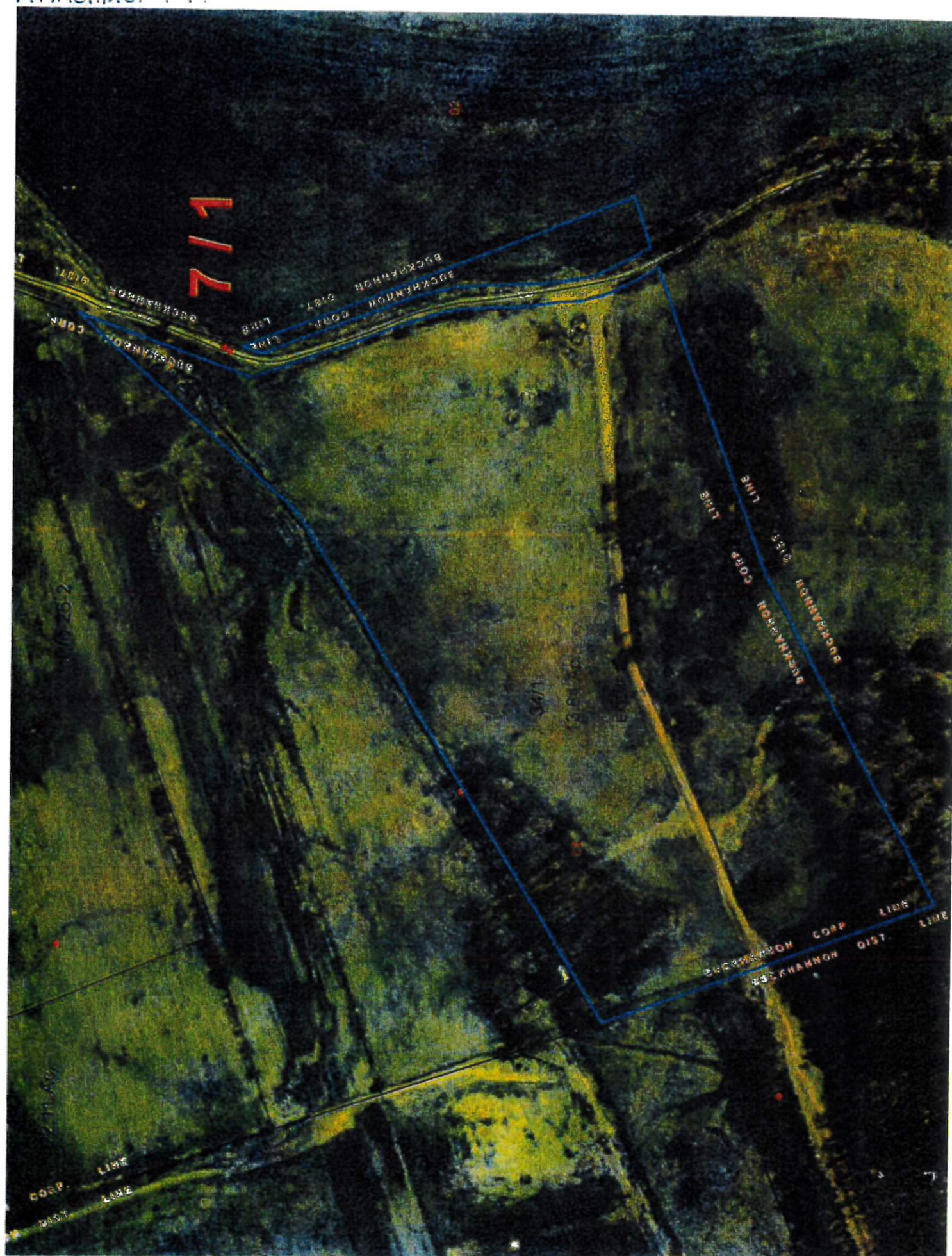
County of Upshur

The foregoing Property Use Agreement was acknowledged before me on the 4th day of October 2017 by Kevin Nicholson & Matt Woody

My commission expires:

May 27, 2018
Kelly M. Queen
Notary Public





22.11 Ac.

P/O 26-2

P/O 33-1

P/O 34-1

711

02

34/2

.458 Ac.

03

34/1

13.84 Ac.

EXEMPT

BUCKHANNON CORP DIST LINE

BUCKHANNON CORP DIST LINE

BUCKHANNON CORP DIST LINE

This area shown on map is 5.2'

August 3-2000

Upshur County Structure & Sites
Enforcement Board, I would like
to request a hearing.

Chet Channing

UPSHUR COUNTY, VIRGINIA
CLERK OF COURTS

2000 AUG -4 A 4 10

Upshur County Sheriff's Office

12

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

August 6, 2020

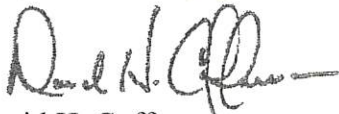
Upshur County Commission
Upshur County Administrative Annex
91 West Main Street, Suite 101
Buckhannon, WV 26201

Dear Commissioners:

Please approve the advertisement for Request for Bids for 1 Sports Utility Vehicle for the Upshur County Sheriff's Law Enforcement Office. This advertisement will be run in the Record Delta once a week for 2 consecutive weeks on Tuesday, August 11, 2020 and Tuesday, August 18, 2020. Bids will be opened and read at the Commission Meeting on Thursday, September 3, 2020.

Thank you for your support and consideration.

Respectfully,



David H. Coffman
Sheriff of Upshur County, WV

Request for Bids**Police Vehicle – 1 Sports Utility Vehicle**

The Office of the Upshur County Commission is requesting sealed bid proposals for the above referenced purchase located at the Upshur County Administrative Annex, 91 W Main Street, Suite 101, Buckhannon, located in Upshur County, West Virginia. Minimum specifications for bid are available upon request to clwallace@upshurcounty.org.

Dealers must provide a quote for a basic police package, including heavy duty alternator, battery, and suspension. Vehicle must be available immediately.

The Upshur County Commission reserves the right to award the bid for the vehicle based upon certain criteria, including but not limited to, submitted bid price, estimated time of completion, proximity to the Upshur County Courthouse, references and/or any other factor determined to be in the best interest for the purchase of the vehicle.

**Any and all sealed bids must be received no later than 4 p.m. on
September 2, 2020 at the following address:**

Office of the Upshur County Commission
Sealed Bid – Police Vehicle
91 W Main Street, Suite 101
Buckhannon, WV 26201

Sealed bids received by the above deadline will be opened, reviewed, and read aloud by the Upshur County Commission at 10:00 a.m. on Thursday, September 3, 2020.

The Upshur County Commission reserves the right to reject any and all bids, in whole or in part, and waive any informality during the bidding process.

VEHICLE MINIMUM SPECIFICATIONS

Police Vehicle – 1 Sports Utility Vehicle

- XL 4x4
- 3.5L EcoBoost V6 Engine
- Exterior / Black
- Rear View Camera
- Transmission / 10 Speed Auto
- Front/Rear Independent Suspension
- Power Train / Heavy Duty
- Power Steering with EPAS
- Brakes / 4 WHL Disc/ABS
- Traction Control
- Air Conditioning
- Power Windows
- AM/FM Single CD
- Full Size Spare Tire
- Wheels / Heavy Duty, 17" Steel Wheel
- Projection Beam Halogen Headlamp
- Seating / Front Cloth Bucket Seats
- Airbags / Front and Side, Safety Canopy
- SOS Post Crash Alert System
- Warranty / 3 Years – 36,000 Miles

**UPSHUR COUNTY ORDER APPOINTING THE EVENT CENTER AT
BRUSHY FORK AS A LAWFULLY DESIGNATED COURT LOCATION
FOR THE PURPOSE OF UPSHUR COUNTY CIRCUIT COURT
JURY SELECTION IN AUGUST, SEPTEMBER, OCTOBER, NOVEMBER, AND
DECEMBER 2020**

COUNTY COMMISSION OF UPSHUR COUNTY, WEST VIRGINIA

**AN ORDER TO PERMIT THE LAWFUL HOLDING OF UPSHUR COUNTY CIRCUIT
COURT AT THE EVENT CENTER AT BRUSHY FORK FOR JURY SELECTION IN
AUGUST, SEPTEMBER, OCTOBER, NOVEMBER, AND DECEMBER 2020**

WHEREAS, pursuant to West Virginia Code §51-3-7, the County Commission of Upshur County, West Virginia has the authority to appoint locations other than the county courthouse as a lawful location for the holding of court when the county courthouse is not in a condition to be occupied; and

WHEREAS, the COVID-19 virus is more easily transmissible when large groups of people gather indoors and in close proximity; and

WHEREAS, due to the COVID-19 pandemic, the local health officer and the governor have put in place restrictions requiring individuals to maintain social distancing of a minimum of six (6) feet; and

WHEREAS, occupying the existing court space is not feasible for the purpose of a jury selection in certain cases due to restrictions placed by the local health officer and the governor; and

WHEREAS, Upshur County Courthouse is not in a condition to be occupied for the purpose of jury selection in certain cases requiring a large jury pool without creating a substantially increased risk of transmission of the COVID-19 virus.

THEREFORE, The County Commission of Upshur County, West Virginia does hereby designate The Event Center at Brushy Fork at 929 Brushy Fork Road as a lawfully designated location of court for the purpose of jury selection in August, September, October, November, and December of 2020.

Terry B. Cutright, President

Samuel R. Nolte, Commissioner

Kristie G. Tenney, Commissioner



State Capitol Building
Charleston, WV 25305

July 24, 2020

Dear Upshur County Commission,

The State Election Commission has approved your CARES subgrant application in the amount of \$23,591.28.

After entering your DUNS number in the Definitions Section (D) and Section E(2), please review, sign, and return the attached subgrant agreement. Upon receipt of your completed subgrant agreement, the Secretary of State's office will return a signed copy and release your funds.

You may return your completed subgrant application by U.S. Mail or by email to calder@wvsos.com (email is preferred).

Sincerely,

Chris Alder

Assistant General Counsel

West Virginia Secretary of State

304-356-2617

HAVA SUBGRANT AGREEMENT

This Help America Vote Act ("HAVA") Subgrant Agreement ("Agreement") is entered into as of this 24th day of July, 2020 by and between the State Election Commission, having an address at: The Secretary of the State of West Virginia, 1900 Kanawha Blvd. E., State Capitol Building, Charleston, WV 25305 and the Upshur County Commission, having an address of: 91 West Main Street, Suite 101; Buckhannon, WV 26201.

This Agreement is made pursuant to the 2020 Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which includes emergency funds made available to Grantor under HAVA through the United States Election Assistance Commission ("EAC") for the purpose of preventing, preparing for, and responding to COVID-19, domestically or internationally, for the 2020 federal election cycle ("Purpose").

In consideration of the covenants contained in this Agreement, the parties agree as follows:

DEFINITIONS:

As used in this document, the words and phrases set forth below shall have the following meanings:

A. "Auditors" means the EAC and its Inspector General, Comptroller General of the United States, West Virginia State Auditor, program monitors, or any authorized representatives thereof.

B. "Federal, state and local laws" means all federal statutes and regulations, all state laws, rules, regulations, and administrative rules, all Governor's Executive Orders, any federal Office of Management and Budget ("OMB") circulars applicable to state and local governments, as well as any rules, resolutions, or policies adopted by the Grantee. "Federal, state and local laws" also includes all federal, state and local laws as listed in this Agreement and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, effective, or amended, on or after the date of this Agreement.

C. "Grantor" is the Office of the West Virginia Secretary of State.

D. "Grantee" is the Upshur County Commission, and is identifiable by DUNS number **028608099**.

E. "HAVA" means the Help America Vote Act of 2002 (Pub.L. 107-252), as amended, and includes the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

ARTICLE I. PURPOSE OF THE SUBGRANT

The purpose of the subgrant and this Agreement is to establish the terms, conditions, and requirements governing the administration and use of the funds received by or used by Grantee pursuant to this Agreement for preventing, preparing for, and responding to COVID-19, domestically or internationally, during the 2020 Federal election cycle.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

A. Provide funding to Grantee in accordance with this Agreement, and all applicable federal and state laws.

B. Provide technical assistance and training as may be reasonably requested to assist Grantee in fulfilling its obligations under this agreement.

C. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds disbursed pursuant to this Agreement.

D. Grantor is responsible to monitor Grantee activities as necessary to provide reasonable assurance that Grantee: (1) uses the funds disbursed under this Agreement for authorized purposes only; (2) complies with all federal, state, and local laws; and (3) performs all obligations under this Agreement. Grantee shall fully cooperate and assist Grantor and Auditors. If as a result of its monitoring efforts, an Auditor uncovers deficiencies in Grantee's administration of funds disbursed under this Agreement, Grantor shall notify Grantee in writing. Grantee agrees to take immediate and timely corrective action as determined by the Auditor in an attempt to rectify any identified and reported deficiencies and to resolve the matter as directed by the Grantor.

ARTICLE III. RESPONSIBILITIES OF GRANTEE

Grantee agrees to:

- A. Ensure the funds subject to this Agreement are used to achieve the Purpose in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as all federal terms and conditions of the grant award.
- B. Satisfy all financial reporting requirements as necessary for the county to meet its operational needs and obligations to Grantor and the federal government.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible. All funds disbursed pursuant to this Agreement that are not expended at the completion of the term must be returned to Grantor by the earlier of: (1) Grantee's submission of its final expenditure report, or (2) February 28, 2021.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, the Grantor's auditor, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, Auditors, federal agencies, and other authorized governmental agencies for review, audit, and investigation.
- F. Use funds disbursed under this Agreement only for the Purpose, and for no other purpose.
- G. Grantee agrees that it shall comply with all applicable federal, state and local laws, regulations, and rules.
- I. Reports and Records.

1. Identification. All reports submitted by Grantee to Grantor must contain the contract ID number, which can be found Upshur-CARES-01.

2. Required Reports. The Grantee shall comply with all applicable reporting and record retention requirements including all federal, state and local laws.

3. Access to Records. The Auditors shall have the right of timely and unrestricted access to all records of the Grantee, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. Grantee shall further provide Auditors timely and reasonable access to the Grantee's past and present personnel for the purpose of interviewing, and discussing matters related to such records. Auditor's right of access is not limited to the required retention period.

4. Audit Requirements. The Grantee agrees that it has reviewed, understands and will comply with the federal audit requirements of 2 CFR 200 Subpart F as may be applicable, the State HAVA grant requirements of W. Va. Code § 3-1-48, the State accountability requirements of W. Va. Code § 12-4-14, and all Grantee Audit Certification and Federal Expenditure Disclosure requirements.

J. Failure to Perform. Grantee's failure to perform its obligations under this Agreement may result in disallowed costs, suspension, termination of funding, or returned grant monies and any associated fees under this Agreement or according to state or federal law.

ARTICLE IV. TERM OF THE SUBGRANT

A. This Agreement will be in effect from January 20, 2020 through January 31, 2021 unless this Agreement is earlier terminated by written notice by Grantor to Grantee.

B. Provisions in this Agreement relating to Records (generally, Article VI), and Audits (generally, Article VII) shall survive the expiration or termination of this Agreement and remain effective for three (3) years following the later of: (i) the expiration or termination of this Agreement, or (ii) the date of submission of the final expenditure report.

ARTICLE V. AMOUNT OF GRANT; PAYMENTS

A. This subgrant is in the total amount of \$23,591.28 dollars.

B. Payment will be made by Grantor to Grantee on a cost-reimbursement basis unless Grantee received prior written approval from the State Election Commission for a funding advance. The total estimated cost shall be in accordance with the budget approved by the State Election Commission, a copy of which is attached as Exhibit A, and shall not exceed the amount provided in Article V(A). Grantee may provide Grantor invoices for reimbursement of disbursements by submitting an invoice and expenditure report for costs incurred in the performance of this Agreement. Invoices shall be numbered, dated, reference this Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices shall be submitted to the West Virginia Secretary of State at:

West Virginia Secretary of State
ATTN: HAVA Grants
1900 Kanawha Blvd. E.
State Capitol Building
Building 1, Suite 157-K
Charleston, WV 25305

Grantor will make payment on all invoices submitted in accordance with the terms of this Agreement. All invoices must be submitted by January 31, 2021. Grantor is not obliged to reimburse any expenses submitted after January 31, 2021. Grantee's final invoice shall include a certification that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Agreement. Grantee releases and discharges Grantor from all further claims and obligations under this Agreement upon payment of this final invoice."

C. Grantee shall incur all costs associated with its performance of this Agreement on or before December 31, 2020. Any funds authorized this Agreement for which costs have not been obligated on or before December 31, 2020 shall be returned to Grantor by January 31, 2021.

D. As a subrecipient of federal funds, Grantee hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to OMB Circulars A-110 (2 C.F.R.

215), A-87 (2 C.F.R. 225), A-102, as applicable under federal, state and local laws, and A-133, as well as:

1. Standards for financial management systems: Grantee will comply with the requirements of 2 C.F.R. including but not limited to:

- a. Fiscal and accounting procedures;
- b. Accounting records;
- c. Internal control over cash, real and personal property, and other assets (including inventory controls on durable goods);
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e. Source documentation; and,
- f. Cash management.

2. Period of Availability of Funds: Grantee may charge to the award only costs resulting from obligations incurred during the funding period of the federal awards noted in this Agreement, and for the term specified in this Agreement.

3. Matching or Cost Sharing: Matching or cost-sharing requirements applicable to this Agreement must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws. Grantor shall advise Grantee of necessary matching and cost-sharing requirements. For clarity, CARES Act subgrants do not require matching or cost-sharing; HAVA subgrants do require matching or cost-sharing.

4. Non-discrimination: Grantee shall not discriminate in the provisions of any services contemplated by this Agreement, or in the general conduct of its business affairs, on the basis of race, color, creed, religion, sex, national origin, or disability.

5. Real Property: Grantee is authorized to use subgrant funds for the acquisition of real property to further the Purpose.

6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Grantee with subgrant funds, will be governed by the applicable provisions of 2 C.F.R.

7. Supplies: Title and disposition of supplies acquired by Grantee with subgrant funds will be governed by the applicable provisions of 2 C.F.R.

ARTICLE VI. RECORDS

A. For all expenses reimbursed pursuant to this Subgrant, Grantee shall maintain documentation conforming to all requirements prescribed by federal, state and local laws. Grantee shall prepare and maintain documentation to support all transactions, and to permit the reconstruction of all transactions. Grantee shall further ensure the proper completion of all reports required by federal, state and local laws. Grantee shall further maintain evidence of compliance with all applicable federal, state and local laws.

B. For all expenses reimbursed pursuant to this Subgrant, records must include sufficient detail to disclose:

1. Services provided to program participants;
2. Administrative cost of services provided to program participants;
3. Charges made and payments received for items identified in paragraphs (B)(1) and (B)(2) of this section; and,
4. Cost of operating the organizations, agencies, programs, activities, and functions.

C. Grantee must maintain all records relevant to the administration of this Subgrant for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained

until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for equipment acquired under this Agreement shall be retained for three years after final disposition of such equipment.

ARTICLE VII. AUDITS OF GRANTEE

A. Grantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 2 C.F.R., as applicable, and OMB Circular A-133, Grantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E, §500, that covers funds received under this Agreement. Grantee must send a copy of the final audit report to Grantor within two (2) weeks of Grantee's receipt of any such audit report.

B. Grantee will take prompt action to correct all problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of Grantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date of termination shall be the termination date specified in the termination notice.

B. Notwithstanding the provisions of Article VIII (A), Grantor may suspend or terminate this Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of Grantee.

C. If Grantee materially fails to comply with any term of an award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Agreement, or any other

applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee, or pursue a more severe enforcement action as authorized by applicable law;
2. Disallow all or part of the cost of the subgrant activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Grantee;
4. Withhold further awards for the subgrant activity; or,
5. Take any other remedies that may be legally available, including but not limited to any additional remedies listed elsewhere in this Agreement.

D. Grantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated subgrant activities under this Agreement;
2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated subgrant activities;
3. Prepare and furnish a report to Grantor, as of the date Grantee received the notice of termination or suspension, that describes the status of all subgrant activities and includes details of all subgrant activities performed and the results of those activities; and,
4. Perform any other tasks that Grantor requires.

E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence

of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

A. Notices to Grantor from Grantee concerning this Agreement shall be sent to the Grantor at the address specified in the preamble to this Agreement.

B. Notices to the Grantee from Grantor concerning this Agreement shall be sent to at the address specified in the preamble to this Agreement.

C. All notices in accordance with this Article shall be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Grantee with respect to all matters herein. Except as provided in Article XI, only a document signed by both parties may amend this Agreement. Both Grantor and Grantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Agreement in an addendum hereto. Any addenda to this Agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Grantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANT PERFORMANCE

Grantee must perform all duties contemplated by this Agreement. None of Grantee's duties or actions pursuant to this Agreement may be subcontracted, nor shall this Agreement be assigned without the prior express written authorization of Grantor.

Grantor may, in its sole discretion, impose specific subgrant conditions upon Grantee, if appropriate, as described in 2 C.F.R. §200.207 Specific conditions.

Grantor may, in its sole discretion, verify that every Grantee is audited as required by Subpart F—Audit Requirements of 2 C.F.R. 200 when it is expected that the Grantee's grants expended during the term of this Agreement equaled or exceeded the threshold set forth in 2 C.F.R. §200.501 Audit requirements.

Grantor may, in its sole discretion, consider whether the results of the Grantee's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

Grantor may, in its sole discretion, consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Grantee agrees to be responsible for any liability directly related to any and all acts of negligence by Grantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Grantee knew or should have known of the possibility of such damages.

B. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of West Virginia. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

C. Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Grantee that is not specifically set forth in state and federal law. Nothing in this Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of West Virginia, the Secretary of State of the State of West Virginia, or any of the officers or employees of the State of West Virginia.

D. Incorporation by Reference

The April 17, 2020 letter by the Secretary of State of the State of West Virginia, and its Attachments A-E as completed by the Grantee as of the date of this Agreement are hereby incorporated by reference.

E. Required Information:

1. Grantee's name: Upshur County Commission;
2. Grantee's unique entity identifier (DUNS): 028608099;
3. Federal Award Identification Number: WV20101001;
4. Federal Award Date: April 06, 2020;
5. Subgrant Period of Performance: January 20, 2020 to December 31, 2020;
6. Amount of Federal Funds Obligated by this action by Grantor to Grantee:
\$23,591.28;
7. Total Amount of Federal Funds Obligated to the Grantee by the Grantor, including the current obligation: \$23,591.28;
8. Total Amount of the Federal Award committed to the Grantee by the Grantor, including the current obligation: \$23,591.28;
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): preventing, preparing for,

and responding to COVID-19, domestically or internationally, for the 2020 federal election cycle;

10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: United States Election Assistance Commission; the West Virginia Secretary of State; Chuck Flannery, West Virginia Deputy Secretary of State, (304) 558-6000;
11. CFDA Number and Name: 90.404;
12. Identification of whether the award is R&D: This Agreement does not contemplate R&D; and,
13. Indirect cost rate for the Federal award (including if the *de minimis* rate is charged per §200.414 Indirect (F&A) costs): 10.0%.
14. Funding Source: EAC1651DB2020XX-2020-61000001-410001-EAC1908000000.

E: Terms of Closeout:

1. Grantee shall permit Grantor access to all documentation and personnel necessary for Grantor to evaluate Grantee's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of this Agreement for purposes of determining the appropriate Grantee monitoring described in subsections (2) and (3) of this section E, which may include consideration of:
 - a. The Grantee's prior experience with the same or similar subawards;
 - b. The results of previous audits including whether or not the Grantee receives a Single Audit in accordance with Subpart F—Audit Requirements of this 2 C.F.R. 200, and the extent to which the same or similar subaward has been audited as a major program;
 - c. Whether the Grantee has new personnel or new or substantially changed systems; and

d. The extent and results of Federal awarding agency monitoring (e.g., if the Grantee also receives Federal awards directly from a Federal awarding agency).

2. Monitor the activities of the Grantee as necessary to ensure that funds disbursed pursuant to this Agreement are used for the Purpose, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement; and that this Agreement's performance goals are achieved. Grantor shall monitor the Grantee to ensure compliance, such monitoring to include:

- a. Reviewing financial and performance reports required by the Grantor.
- b. Following-up and ensuring that the Grantee takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Grantee from the pass-through entity detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Grantee from the pass-through entity as required by 2 C.F.R. §200.521 Management decision.

3. Depending upon the Grantor's assessment of risk posed by the Grantee, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- a. Providing Grantee with training and technical assistance on program-related matters;
- b. Performing on-site reviews of the Grantee's program operations; and,
- c. Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. §200.425 Audit services.

Each of below signatories represent and warrant that they have authority to enter into a binding agreement on behalf of the organizations named in this Agreement with respect to the execution of this Agreement and the matters contained herein.

Accepted and Agreed to by:

West Virginia State Election Commission
MAC WARNER, *ex officio*
West Virginia Secretary of State

Print name:
Board of Upshur County
Commissioners



State of West Virginia
OFFICE OF THE SECRETARY DEPARTMENT OF HOMELAND SECURITY
Division of Administrative Services, Justice and Community Services

1124 Smith Street, Suite 3100

Charleston, WV 25301

JEFF S. SANDY, CFE, CAMS
CABINET SECRETARY

(304) 558-8814

July 14, 2020

JENNIFER A. WILSON
DIRECTOR

The Honorable Terry Cutright
 President
 Upshur County Commission
 38 West Main Street, Room 302
 Buckhannon, West Virginia 26201



Re: Approved Funding – \$161,500.00
 Community Corrections - CC
 Project Number: 21-CC-27

Dear Mr. Cutright:

Congratulations on your recent award for a Community Corrections Grant Award. Enclosed you will find:

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

To formalize your acceptance of this grant award, please sign the contract, certification, Conditions and Assurances and affect a resolution (if necessary) and return the **originals** to this office by August 5, 2020.

Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304) 558-8814, Extension 22414, or via email at Marty A. Hatfield@wv.gov. I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,


 Marty A. Hatfield
 Senior Program Specialist

for MH

MAH\anm

C: Rodney Rolenson (all attachments)
 Grant File (all attachments)



GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
AND
Upshur County Commission

21-CC-27

This **AGREEMENT**, entered into this **14th Day of July 2020**, by the Deputy Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Upshur County Commission, hereinafter referred to as "Grantee."

WHEREAS, JCS is the recipient of Community Corrections Funds from the State of West Virginia., and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds for: **These funds will be utilized for the continued operation of a community corrections program in Upshur and Lewis Counties.**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **July 1, 2020** and shall continue those services/activities until **June 30, 2021**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$161,500.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. It is the understanding of all parties to this Agreement that JCS has determined that the Grantee will receive an upfront scheduled allocation of funds.

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

16. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:

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

b. **Grantee Mailing Address:**
Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon, West Virginia 26201

17. The Grantee shall hold and save JCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

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

Terry B. Cutright, President
Upshur County Commission

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



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

Effective: July 23, 2019
Revision History: N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____



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

Effective: July 23, 2019
Revision History: N/A

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

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

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

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

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

https://search.whitehouse.gov/search?affiliate=wh&form_id=usasearch_box&query=Indirect+Costs

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

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

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

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

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

The Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street

Jeffersonville, IN 47132

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

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

National Environmental Policy Act of 1969 (NEPA).
National Historic Preservation Act of 1966.
Flood Disaster Protection Act of 1973.
Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.
Control Act Amendments of 1972.
Safe Drinking Water Act.
Endangered Species Act of 1973.
Wild and Scenic Rivers Act.
Fish and Wildlife Coordination Act.
Historical and Archaeological Data Preservation.
Coastal Zone Management Act of 1979.
Animal Welfare Act of 1970.
Impoundment Control Act of 1974.
Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.
Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended
Death in Custody Act of 2000.

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

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

Recipient's Name:		DUNS Number:
Address:		
Grant Title:	Grant Number:	Award Amount:
Name and Title of Contact Person:		
Telephone Number:	E-Mail Address:	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

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

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

Print or Type Name and Title

Signature

Date

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

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

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

Print or Type Name and Title

Signature

Date

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

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

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

Print or Type Name and Title

Signature

Date

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

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

Recipient's Name:		DUNS Number:
Address:		
Grant Title:	Grant Number:	Award Amount:
Name and Title of Contact Person:		
Telephone Number:	E-Mail Address:	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

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

I, _____ [responsible official],
 certify that _____ [recipient] is
 not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient]
 will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
 services.

Print or Type Name and Title

Signature

Date

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

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

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

Print or Type Name and Title

Signature

Date

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

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

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

Print or Type Name and Title

Signature

Date

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.



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

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

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

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

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

UPSHUR COUNTY COMMISSION
Upshur County Administrative Annex
91 West Main Street, Suite 101 • Buckhannon, West Virginia 26201
Equal Opportunity Employer (EOE)

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

TDD Numbers
Business: 472-9550

RESOLUTION

Whereas, one hundred sixty-one thousand five hundred dollars (\$161,500) in West Virginia Community Corrections grant funding was set aside by the West Virginia Division of Justice and Community Services for the Upshur County Commission to undertake the following project: continued operation of a community corrections program in Upshur and Lewis Counties; and,

Whereas, the Upshur County Commission has applied for funding through the West Virginia Division of Justice and Community Services; and,

Whereas, the Division of Justice and Community Services requires that a local government unit enter into a contractual agreement with the West Virginia Development Office to receive and administer grant funds.

Now, Therefore Be It Resolved, by the County Commission of Upshur County, West Virginia that The Honorable Terry B. Cutright, President of the County Commission of Upshur County, is hereby authorized to execute said agreement and any other necessary documents on behalf of the County Commission of Upshur County, West Virginia and empowered to sign the contract and any agreement necessary to obtain these funds.

Date: August 6, 2020

Signed: _____

Terry B. Cutright, President

Attest:

Carol J. Smith, Clerk of the County Commission


esri®

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-793-4801

Quotation

Date: 07/02/2020

Quotation Number: 25967540

County of Upshur
County Commission Dept
E911 Div
38 W Main St Rm 303
Buckhannon WV 26201
Attn: Terri Jo Bennett
Customer Number: 368918

For questions regarding this document, please contact Customer Service at 888-377-4575.

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Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 10/01/2020 End Date: 09/30/2021	1,500.00	1,500.00
1010	1	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 10/01/2020 End Date: 09/30/2021	1,200.00	1,200.00
2010	1	97444 ArcGIS Engine Single Use without Extension Maintenance Start Date: 10/01/2020 End Date: 09/30/2021	100.00	100.00
3010	1	97445 ArcGIS Engine Single Use with Extension Maintenance Start Date: 10/01/2020 End Date: 09/30/2021	400.00	400.00
4010	1	161349	1,250.00	1,250.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

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Ext: 2240

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Phone: 888-377-45752240
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Quotation

Page 2

Date: 07/02/2020**Quotation Number:** 25967540

Item	Qty	Material#	Unit Price	Extended Price
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ArcGIS GIS Server Workgroup Basic Maximum Four Cores Maintenance

Start Date: 10/01/2020

End Date: 09/30/2021

Item Subtotal	4,450.00
Estimated Tax	0.00
Total	USD 4,450.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3


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380 New York Street
Redlands, CA 92373
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Quotation

Page 3

Date: 07/02/2020

Quotation Number: 25967540

Item	Qty	Material#	Unit Price	Extended Price
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- Online: Renew through My Esri site at <https://my.esri.com>
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 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

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If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

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Fax #: 909-793-4801

Quotation

Page 4

Date: 07/02/2020**Quotation No:** 25967540**Customer No:** 368918

Item Qty Material#

Unit Price

Extended Price

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By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative_____
Date_____
Name (Please Print)_____
Title

EMERGENCY ABSENTEE VOTING POLICY

WHEREAS, WV Code §3-3-5c authorizes County Commissions in West Virginia to adopt a policy extending emergency absentee voting procedures in their County; and

WHEREAS, it is the opinion of this Commission that the adoption of such a policy would benefit the citizens of Upshur County;

THE FOLLOWING POLICY IS HEREBY ADOPTED BY THIS COMMISSION

A person qualified to vote an absent voter's ballot, as defined by West Virginia Code §3-3-1, who is admitted on or after the seventh day next preceding an election, to:

(1) A hospital or other duly licensed health care facility within a County adjacent to Upshur County or within thirty-five miles of the County Seat of Upshur County, for medical treatment; or

(2) A nursing home within the County;

And who remains confined and is unable to vote in person on election day, may vote an emergency voter's ballot under the procedures set forth in West Virginia Code §3-3-5c.

Dated this 5th day of August, 2020

Upshur County Commission

President

Commissioner

Commissioner

Upshur County Clerk

August 6, 2020

In compliance with WV Code § 3-1-29, the Upshur County Commission approved the following election boards for the following precincts for the General Election to be held on November 3, 2020.

- #4 – Arlington Community Building– 3 Commissioners; 2 Clerks, 2 Alternates
- #6 – Rock Cave Grade School – 4 Commissioners; 4 Clerks, 2 Alternates
- #7 – Selbyville Fire Department – 3 Commissioners; 2 Clerks, 2 Alternates
- #8 – Buckhannon Academy School - 4 Commissioners; 4 Clerks, 2 Alternates
- #9 – Courthouse Annex - 4 Commissioners; 4 Clerks, 2 Alternates
- #12 – Vo Tech School - 3 Commissioners; 2 Clerks, 2 Alternates
- #14 – Buckhannon Academy School - 4 Commissioners; 4 Clerks, 2 Alternates
- #16 – Brushy Fork Community Building - 4 Commissioners; 4 Clerks, 2 Alternates
- #18 – Vo Tech School - 4 Commissioners; 4 Clerks, 2 Alternates
- #19 – BU Middle School - 3 Commissioners; 2 Clerks, 2 Alternates
- #20 – BU Middle School - 4 Commissioners; 4 Clerks, 2 Alternates
- #25 – French Creek School - 3 Commissioners; 2 Clerks, 2 Alternates
- #27 – French Creek School - 4 Commissioners; 4 Clerks, 2 Alternates
- #33 – Excelsior Community Building - 4 Commissioners; 4 Clerks, 2 Alternates
- #35 – Union District School - 3 Commissioners; 2 Clerks, 2 Alternates
- #37 – Union District School - 4 Commissioners; 4 Clerks, 2 Alternates
- #38 – Hodgesville School - 3 Commissioners; 2 Clerks, 2 Alternates
- #39 – Hodgesville School - 4 Commissioners; 4 Clerks, 2 Alternates
- #40 – BU Middle School - 3 Commissioners; 2 Clerks, 2 Alternates
- #44 – BU Middle School - 4 Commissioners; 4 Clerks, 2 Alternates
- #47 – Washington District School - 4 Commissioners; 4 Clerks, 2 Alternates

President

Commissioner

Commissioner

August 6, 2020

In compliance with WV Code § 3-3-5c(b), the Upshur County Commission approved to appoint one team of Emergency Absentee Ballot Commissioners for the General Election to be held on November 3, 2020.

These commissioners shall comprise of one Republican and one Democrat. This team will deliver emergency absentee ballots, and must be available to do so from October 27, 2020 through November 3, 2020 at noon.

President

Commissioner

Commissioner

Upshur County Sheriff's Office

62

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

August 6, 2020

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

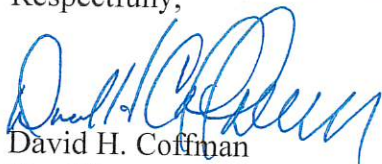
Dear Commissioners:

I respectfully request your approval to hire Timothy Patrick Bennett as a part-time Court Security Officer. A background check has been completed for this applicant.

Upon approval, Mr. Bennett will begin employment on August 9, 2020 at a rate of \$11.00/hour.

Thank you for your consideration and support.

Respectfully,



David H. Coffman
Sheriff
Upshur County

Commissioners,

After a thorough testing back ground check, and interview process I am requesting the following employee be considered for employment as *Full-Time Telecommunicator* at the Upshur County Emergency Communications Center.

<u>Name</u>	<u>Start Date</u>	<u>Wage</u>
Evan Carpenter	08/17/2020	\$11.00 hour

Thank you for your consideration.

Sincerely,

Kimbra Wachob, Assistant Director
Upshur County Emergency Communications Center
(304) 472-9550 Ext. 4
klwachob@upshurcounty.org

July 22, 2020

To the Upshur County Parks and Recreation Advisory Board:

Please accept my letter of resignation to the board, effective immediately. I have recently joined the board of trustees of the Upshur County Public Library, and I will be unable to juggle both responsibilities. It has been a privilege to be on the board, learning more about the great recreation opportunities available to all in Upshur County.

Although we are a small but mighty group on a (very) limited budget, we have put up kiosks for river access, supported pool improvements, promoted kayaking on the river through partnerships with outfitters, improved signage, promoted the development of the Upshur County recreational facility behind BUHS, and have worked in partnership with countless volunteers and leaders from the city and county. I'm really proud to have been a volunteer within the arc of this progress and look forward to supporting future plans for trail development, a race, a revival of a spring art walk event, disc golf, pool improvements and beyond.

I wish you all the best and look forward to seeing the public engage in all recreational opportunities available in Upshur County. Thank you all for your good work.

Sincerely,

Katie

Katie Loudin

Upshur County Sheriff's Settlement June 30, 2020		GENERAL COUNTY FUND-001	COAL SEVERANCE FUND-002	DOG AND KENNEL FUND-003	GENERAL SCHOOL FUND-004	MAGISTRATE COURT FUND-005	WORTHLESS CHECK FUND-006
Taxes Receivable							
1	1-4 Unpaid Taxes (prior years)	\$ 284,618.12	\$ -	\$ -	\$ -	\$ -	\$ -
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ 4,635,068.48	\$ -	\$ -	\$ -	\$ -	\$ -
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ 103,458.29	\$ -	\$ -	\$ -	\$ -	\$ -
5	21 Total Taxes Receivable	\$ 5,023,144.89	\$ -	\$ -	\$ -	\$ -	\$ -
6	22-25 Add: Interest and Fees Collected on Taxes	\$ 114,888.51	\$ -	\$ -	\$ -	\$ -	\$ -
7	27-30 Computer Differences + or (-)	\$ (4.17)	\$ -	\$ -	\$ -	\$ -	\$ -
8	32-35 Deduct: Taxes Exonerated without refund	\$ 24,389.23	\$ -	\$ -	\$ -	\$ -	\$ -
9	37 Discounts	\$ 90,635.80	\$ -	\$ -	\$ -	\$ -	\$ -
10	39-42 Land Sales Deductions	\$ 1,382.57	\$ -	\$ -	\$ -	\$ -	\$ -
11	44-47 Ending Taxes Receivables as of June 30, 2020	\$ 315,856.75	\$ -	\$ -	\$ -	\$ -	\$ -
12	49 Net Taxes Collected	\$ 4,705,764.88	\$ -	\$ -	\$ -	\$ -	\$ -
13	50-51 Deduct: Exoneration with refund	\$ 2,384.97	\$ -	\$ -	\$ -	\$ -	\$ -
14	53 Sheriff's Commission	\$ 4,606.53	\$ -	\$ -	\$ -	\$ -	\$ -
15	54 Assessor's Valuation	\$ 101,152.46	\$ -	\$ -	\$ -	\$ -	\$ -
16	55-56 Manual Distributions & Public Utilities	\$ 650,951.45	\$ -	\$ -	\$ -	\$ -	\$ -
17	49 Total Taxes Collected	\$ 5,248,572.37	\$ -	\$ -	\$ -	\$ -	\$ -
18	Other Taxes	\$ 387,266.84	\$ 58,149.66	\$ 9,677.47	\$ -	\$ -	\$ -
19	Licenses and Permits	\$ 7,053.25	\$ -	\$ -	\$ -	\$ -	\$ -
20	Intergovernmental: Federal	\$ 619,412.75	\$ -	\$ -	\$ -	\$ -	\$ -
21	State	\$ 115,028.00	\$ -	\$ -	\$ -	\$ -	\$ -
22	Local	\$ 74,183.24	\$ -	\$ -	\$ -	\$ -	\$ -
23	Charges for Services: Sheriff	\$ 25,448.55	\$ -	\$ -	\$ -	\$ -	\$ -
24	County Clerk	\$ 91,844.30	\$ -	\$ -	\$ -	\$ -	\$ -
25	Circuit Clerk	\$ 23,291.15	\$ -	\$ -	\$ -	\$ -	\$ -
26	Magistrate	\$ 1,735.00	\$ -	\$ -	\$ -	\$ -	\$ -
27	Assessor	\$ 1,242.08	\$ -	\$ -	\$ -	\$ -	\$ -
28	Other	\$ 189,415.43	\$ -	\$ 10,449.00	\$ -	\$ -	\$ -
29	Fines and Forfeits	\$ 47,193.90	\$ -	\$ -	\$ 52,384.03	\$ 15,628.47	\$ 1,750.00
30	Interest on Investments	\$ 3,754.01	\$ 12.46	\$ -	\$ -	\$ -	\$ 204.22
31	Miscellaneous	\$ 404,029.71	\$ -	\$ 82,993.28	\$ -	\$ -	\$ -
32	Total Revenues and Receipts	\$ 7,239,470.59	\$ 58,162.12	\$ 103,119.75	\$ 52,384.03	\$ 15,628.47	\$ 1,954.22
33	Disbursements: Orders Issued	\$ 9,231,148.80	\$ 40,000.00	\$ 95,813.07	\$ 66,039.80	\$ 15,628.47	\$ 8,540.00
34	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Disbursements	\$ 9,231,148.80	\$ 40,000.00	\$ 95,813.07	\$ 66,039.80	\$ 15,628.47	\$ 8,540.00
37	Excess of Revenues over Expenditures	\$ (1,991,678.21)	\$ 18,162.12	\$ 7,306.68	\$ (13,655.77)	\$ -	\$ (6,585.78)
38	Transfers	\$ 2,248,770.07	\$ -	\$ -	\$ -	\$ -	\$ -
39	Beginning Balances as of July 1, 2019	\$ 486,925.29	\$ 4,263.36	\$ 6,196.07	\$ 30,657.27	\$ -	\$ 142,994.09
40	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41	Ending Balances as of June 30, 2020	\$ 744,017.15	\$ 22,425.48	\$ 13,502.75	\$ 17,001.50	\$ -	\$ 136,408.31

Upshur County Sheriff's Settlement June 30, 2020		EMERGENCY COMMUNICATION 911 FUND-007	HOME CONFINEMENT FUND-008	CURRY PARK FUND-013	CURRY LIBRARY FUND-015	AIRPORT CONSTRUCTION FUND-018	UPSHUR COUNTY FIRE FEE FUND-019
Taxes Receivable							
1	1-4 Unpaid Taxes (prior years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	21 Total Taxes Receivable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	22-25 Add: Interest and Fees Collected on Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	27-30 Computer Differences + or (-)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	32-35 Deduct: Taxes Exonerated without refund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	37 Discounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	39-42 Land Sales Deductions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	44-47 Ending Taxes Receivables as of June 30, 2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	49 Net Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	50-51 Deduct: Exoneration with refund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	53 Sheriff's Commission	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	54 Assessor's Valuation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	55-56 Manual Distributions & Public Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	49 Total Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Other Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Licenses and Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Intergovernmental: Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Local	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -
23	Charges for Services: Sheriff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	County Clerk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Circuit Clerk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Magistrate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Assessor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Other	\$ 1,110,108.63	\$ -	\$ 79,821.50	\$ 372.50	\$ -	\$ 255,982.49
29	Fines and Forfeits	\$ -	\$ 126,494.25	\$ -	\$ -	\$ -	\$ -
30	Interest on Investments	\$ 1,684.04	\$ 5.94	\$ 25.61	\$ 66.48	\$ -	\$ 32.58
31	Miscellaneous	\$ 1,575.68	\$ 1,971.00	\$ 3,033.60	\$ 42,717.19	\$ -	\$ 20.00
32	Total Revenues and Receipts	\$ 1,113,368.35	\$ 128,471.19	\$ 82,880.71	\$ 43,156.17	\$ -	\$ 256,035.07
33	Disbursements: Orders Issued	\$ 970,840.78	\$ 96,675.62	\$ 71,126.80	\$ 73,297.43	\$ -	\$ 254,780.06
34	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Disbursements	\$ 970,840.78	\$ 96,675.62	\$ 71,126.80	\$ 73,297.43	\$ -	\$ 254,780.06
37	Excess of Revenues over Expenditures	\$ 142,527.57	\$ 31,795.57	\$ 11,753.91	\$ (30,141.26)	\$ -	\$ 1,255.01
38	Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39	Beginning Balances as of July 1, 2019	\$ 281,627.27	\$ 24,052.93	\$ 24,540.19	\$ 48,840.77	\$ 0.10	\$ 460.08
40	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41	Ending Balances as of June 30, 2020	\$ 424,154.84	\$ 55,848.50	\$ 36,294.10	\$ 18,699.51	\$ 0.10	\$ 1,715.09

Upshur County Sheriff's Settlement June 30, 2020		EE HEALTH CARE REIMB. FUND-021	EMPLOYEE BENEFITS FUND-052	SPECIAL LE INVESTIGATION FUND-073	ASSESSOR'S REEVALUATION FUND-056	UPSHUR COUNTY FINANCIAL STB FUND-058	CONCEALED WEAPON FUND-059
Taxes Receivable							
1	1-4 Unpaid Taxes (prior years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	21 Total Taxes Receivable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	22-25 Add: Interest and Fees Collected on Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	27-30 Computer Differences + or (-)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	32-35 Deduct: Taxes Exonerated without refund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	37 Discounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	39-42 Land Sales Deductions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	44-47 Ending Taxes Receivables as of June 30, 2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	49 Net Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	50-51 Deduct: Exoneration with refund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	53 Sheriff's Commission	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	54 Assessor's Valuation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	55-56 Manual Distributions & Public Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	49 Total Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Other Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Licenses and Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Intergovernmental: Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	Charges for Services: Sheriff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,340.00
24	County Clerk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Circuit Clerk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Magistrate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Assessor	\$ -	\$ -	\$ -	\$ 443.00	\$ -	\$ -
28	Other	\$ -	\$ -	\$ -	\$ 7,040.00	\$ -	\$ -
29	Fines and Forfeits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	Interest on Investments	\$ -	\$ 2,347.50	\$ 0.74	\$ 375.89	\$ 6,274.15	\$ 38.08
31	Miscellaneous	\$ -	\$ 627,520.84	\$ -	\$ 258,384.65	\$ -	\$ -
32	Total Revenues and Receipts	\$ -	\$ 629,868.34	\$ 0.74	\$ 266,243.54	\$ 6,274.15	\$ 14,378.08
33	Disbursements: Orders Issued	\$ 126,288.27	\$ 1,016,517.39	\$ -	\$ 279,141.50	\$ -	\$ 18,160.89
34	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Disbursements	\$ 126,288.27	\$ 1,016,517.39	\$ -	\$ 279,141.50	\$ -	\$ 18,160.89
37	Excess of Revenues over Expenditures	\$ (126,288.27)	\$ (386,649.05)	\$ 0.74	\$ (12,897.96)	\$ 6,274.15	\$ (3,782.81)
38	Transfers	\$ 138,055.07	\$ -	\$ -	\$ -	\$ -	\$ -
39	Beginning Balances as of July 1, 2019	\$ 41,068.18	\$ 924,462.02	\$ 2,485.46	\$ 159,465.30	\$ 700,130.24	\$ 23,933.08
40	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41	Ending Balances as of June 30, 2020	\$ 52,834.98	\$ 537,812.97	\$ 2,486.20	\$ 146,567.34	\$ 706,404.39	\$ 20,150.27

Upshur County Sheriff's Settlement June 30, 2020		VOTER'S REGISTRATION FUND-063	JURY FUND-071	CHILD EXCH & VISITATION CTR FUND-078	SPAY & NEUTERING DEP FUND-079	COMMUNITY CORRECTIONS FUND-080	COVID 19 FUND-206
Taxes Receivable							
1	1-4 Unpaid Taxes (prior years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	21 Total Taxes Receivable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	22-25 Add: Interest and Fees Collected on Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	27-30 Computer Differences + or (-)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	32-35 Deduct: Taxes Exonerated without refund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	37 Discounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	39-42 Land Sales Deductions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	44-47 Ending Taxes Receivables as of June 30, 2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	49 Net Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	50-51 Deduct: Exoneration with refund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	53 Sheriff's Commission	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	54 Assessor's Valuation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	55-56 Manual Distributions & Public Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	49 Total Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Other Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Licenses and Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Intergovernmental: Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	State	\$ -	\$ -	\$ 4,839.37	\$ -	\$ 215,938.33	\$ 100,000.00
22	Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	Charges for Services: Sheriff	\$ -	\$ -	\$ -	\$ -	\$ 444,404.51	\$ -
24	County Clerk	\$ 193.74	\$ -	\$ -	\$ -	\$ -	\$ -
25	Circuit Clerk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Magistrate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Assessor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Other	\$ -	\$ -	\$ 242.35	\$ 6,250.00	\$ -	\$ -
29	Fines and Forfeits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	Interest on Investments	\$ 1.57	\$ -	\$ -	\$ -	\$ -	\$ -
31	Miscellaneous	\$ -	\$ 3,073.79	\$ 5,000.00	\$ 50.00	\$ 935.00	\$ -
32	Total Revenues and Receipts	\$ 195.31	\$ 3,073.79	\$ 10,081.72	\$ 6,300.00	\$ 661,277.84	\$ 100,000.00
33	Disbursements: Orders Issued	\$ 4,767.03	\$ 4,837.02	\$ 24,522.37	\$ 10,215.00	\$ 427,718.98	\$ 21,349.87
34	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Disbursements	\$ 4,767.03	\$ 4,837.02	\$ 24,522.37	\$ 10,215.00	\$ 427,718.98	\$ 21,349.87
37	Excess of Revenues over Expenditures	\$ (4,571.72)	\$ (1,763.23)	\$ (14,440.65)	\$ (3,915.00)	\$ 233,558.86	\$ 78,650.13
38	Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39	Beginning Balances as of July 1, 2019	\$ 5,250.58	\$ 15,040.00	\$ 25,237.65	\$ 48,557.61	\$ 60,564.06	\$ -
40	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41	Ending Balances as of June 30, 2020	\$ 678.86	\$ 13,276.77	\$ 10,797.00	\$ 44,642.61	\$ 294,122.92	\$ 78,650.13

Upshur County Sheriff's Settlement June 30, 2020		ADRIAN PSD WATERLINE PRO FUND-105	UPSHUR COUNTY WELLNESS CMPX FUND-245	INDUSTRIAL PARK SEWER FUND-248	COAL REALLOC FUND FUND-039	COURTHOUSE FACILITIES IMPROVEMENT FUND-317	DMV LICENSE FUND-311
Taxes Receivable							
1	1-4 Unpaid Taxes (prior years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	21 Total Taxes Receivable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	22-25 Add: Interest and Fees Collected on Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	27-30 Computer Differences + or (-)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	32-35 Deduct: Taxes Exonerated without refund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	37 Discounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	39-42 Land Sales Deductions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	44-47 Ending Taxes Receivables as of June 30, 2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	49 Net Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	50-51 Deduct: Exoneration with refund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	53 Sheriff's Commission	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	54 Assessor's Valuation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	55-56 Manual Distributions & Public Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	49 Total Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Other Taxes	\$ -	\$ -	\$ -	\$ 19.26	\$ -	\$ -
19	Licenses and Permits	\$ -	\$ -	\$ -	\$ -	\$ 3,125.00	\$ -
20	Intergovernmental: Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	Charges for Services: Sheriff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 462,169.50
24	County Clerk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Circuit Clerk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Magistrate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Assessor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29	Fines and Forfeits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	Interest on Investments	\$ -	\$ -	\$ -	\$ 156.91	\$ -	\$ -
31	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	Total Revenues and Receipts	\$ -	\$ -	\$ -	\$ 176.17	\$ 3,125.00	\$ 462,169.50
33	Disbursements: Orders Issued	\$ -	\$ -	\$ -	\$ 138,836.50	\$ 3,125.00	\$ 462,169.50
34	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Disbursements	\$ -	\$ -	\$ -	\$ 138,836.50	\$ 3,125.00	\$ 462,169.50
37	Excess of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ (138,660.33)	\$ -	\$ -
38	Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39	Beginning Balances as of July 1, 2019	\$ -	\$ 4,760.00	\$ 1.00	\$ 157,785.72	\$ -	\$ -
40	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41	Ending Balances as of June 30, 2020	\$ -	\$ 4,760.00	\$ 1.00	\$ 19,125.39	\$ -	\$ -

Upshur County Sheriff's Settlement June 30, 2020			CRIMINAL CHARGES FUND-312	COURT REPORTER FUND-313	STATE FINES FUND-314	STATE POLICE FUND FUND-315	STATE CURRENT FUND-316	TAX LIEN FUND-364
Taxes Receivable								
1	1-4	Unpaid Taxes (prior years)	\$ -	\$ -	\$ -	\$ -	\$ 4,987.73	\$ -
2	6-9	Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12	Current Year Taxes-Real & Personal	\$ -	\$ -	\$ -	\$ -	\$ 81,032.58	\$ -
4	16-19	Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ -	\$ -	\$ -	\$ -	\$ 1,808.48	\$ -
5	21	Total Taxes Receivable	\$ -	\$ -	\$ -	\$ -	\$ 87,828.79	\$ -
6	22-25	Add: Interest and Fees Collected on Taxes	\$ -	\$ -	\$ -	\$ -	\$ 653.31	\$ -
7	27-30	Computer Differences + or (-)	\$ -	\$ -	\$ -	\$ -	\$ (4.11)	\$ -
8	32-35	Deduct: Taxes Exonerated without refund	\$ -	\$ -	\$ -	\$ -	\$ 426.26	\$ -
9	37	Discounts	\$ -	\$ -	\$ -	\$ -	\$ 1,584.48	\$ -
10	39-42	Land Sales Deductions	\$ -	\$ -	\$ -	\$ -	\$ 24.12	\$ -
11	44-47	Ending Taxes Receivables as of June 30, 2020	\$ -	\$ -	\$ -	\$ -	\$ 5,533.83	\$ -
12	49	Net Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ 80,909.30	\$ -
13	50-51	Deduct: Exoneration with refund	\$ -	\$ -	\$ -	\$ -	\$ 41.61	\$ -
14	53	Sheriff's Commission	\$ -	\$ -	\$ -	\$ -	\$ 80.53	\$ -
15	54	Assessor's Valuation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	55-56	Manual Distributions & Public Utilities	\$ -	\$ -	\$ -	\$ -	\$ 42.29	\$ 201,936.66
17	49	Total Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ 80,829.45	\$ 201,936.66
18		Other Taxes	\$ -	\$ -	\$ -	\$ -	\$ 79.24	\$ -
19		Licenses and Permits	\$ -	\$ -	\$ -	\$ 6,335.00	\$ -	\$ -
20		Intergovernmental: Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21		State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22		Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23		Charges for Services: Sheriff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24		County Clerk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25		Circuit Clerk	\$ 14,908.92	\$ 1,600.00	\$ -	\$ -	\$ -	\$ -
26		Magistrate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27		Assessor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28		Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29		Fines and Forfeits	\$ -	\$ -	\$ 8,531.05	\$ -	\$ -	\$ -
30		Interest on Investments	\$ -	\$ -	\$ -	\$ -	\$ 16.87	\$ -
31		Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 321.00
32		Total Revenues and Receipts	\$ 14,908.92	\$ 1,600.00	\$ 8,531.05	\$ 6,335.00	\$ 80,925.56	\$ 202,257.66
33		Disbursements: Orders Issued	\$ 14,908.92	\$ 1,600.00	\$ 8,531.05	\$ 6,335.00	\$ 80,925.56	\$ 163,962.34
34		Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35		Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36		Total Disbursements	\$ 14,908.92	\$ 1,600.00	\$ 8,531.05	\$ 6,335.00	\$ 80,925.56	\$ 163,962.34
37		Excess of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,295.32
38		Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39		Beginning Balances as of July 1, 2019	\$ -	\$ -	\$ -	\$ 5.00	\$ -	\$ 134,919.58
40		Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41		Ending Balances as of June 30, 2020	\$ -	\$ -	\$ -	\$ 5.00	\$ -	\$ 173,214.90

Upshur County Sheriff's Settlement June 30, 2020		DELQ & NONENT LAND FUND-365	BOARD OF HEALTH FUND-366	WV DEP SHF RETIRE FUND-369	SCHOOL CURRENT FUND-373	SCHOOL EXCESS LEVY FUND-374	CITY CURRENT FUND-378
Taxes Receivable							
1	1-4 Unpaid Taxes (prior years)	\$ -	\$ -	\$ -	\$ 387,072.33	\$ 196,129.79	\$ 46,488.81
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ -	\$ -	\$ -	\$ 6,288,134.88	\$ 3,186,204.38	\$ 831,868.01
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ -	\$ -	\$ -	\$ 140,356.15	\$ 71,118.47	\$ 11,839.09
5	21 Total Taxes Receivable	\$ -	\$ -	\$ -	\$ 6,815,563.36	\$ 3,453,452.64	\$ 890,195.91
6	22-25 Add: Interest and Fees Collected on Taxes	\$ -	\$ -	\$ -	\$ 50,716.18	\$ 25,697.80	\$ 5,938.70
7	27-30 Computer Differences + or (-)	\$ -	\$ -	\$ -	\$ (4.16)	\$ (4.14)	\$ (0.65)
8	32-35 Deduct: Taxes Exonerated without refund	\$ -	\$ -	\$ -	\$ 33,087.51	\$ 16,765.41	\$ 1,021.92
9	37 Discounts	\$ -	\$ -	\$ -	\$ 122,960.51	\$ 62,304.15	\$ 16,683.41
10	39-42 Land Sales Deductions	\$ -	\$ -	\$ -	\$ 1,875.69	\$ 950.37	\$ 749.55
11	44-47 Ending Taxes Receivables as of June 30, 2020	\$ -	\$ -	\$ -	\$ 429,452.06	\$ 217,603.65	\$ 53,367.12
12	49 Net Taxes Collected	\$ -	\$ -	\$ -	\$ 6,278,899.61	\$ 3,181,522.72	\$ 824,311.96
13	50-51 Deduct: Exoneration with refund	\$ -	\$ -	\$ -	\$ 3,235.58	\$ 1,639.45	\$ 153.80
14	53 Sheriff's Commission	\$ -	\$ -	\$ -	\$ 6,249.53	\$ 3,166.59	\$ 800.82
15	54 Assessor's Valuation	\$ -	\$ -	\$ -	\$ 139,547.49	\$ -	\$ 17,684.70
16	55-56 Manual Distributions & Public Utilities	\$ 3,210.00	\$ -	\$ -	\$ 883,094.95	\$ 447,466.52	\$ 1,930.63
17	49 Total Taxes Collected	\$ 3,210.00	\$ -	\$ -	\$ 7,012,961.96	\$ 3,624,183.20	\$ 807,603.27
18	Other Taxes	\$ -	\$ -	\$ -	\$ 6,188.12	\$ 3,134.60	\$ 3,985.98
19	Licenses and Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Intergovernmental: Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	State	\$ -	\$ 274,340.95	\$ -	\$ -	\$ -	\$ -
22	Local	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -
23	Charges for Services: Sheriff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	County Clerk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Circuit Clerk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Magistrate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Assessor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Other	\$ -	\$ 77,135.22	\$ 6,024.00	\$ 34,904.08	\$ 17,685.94	\$ -
29	Fines and Forfeits	\$ -	\$ -	\$ -	\$ 3,231.00	\$ -	\$ -
30	Interest on Investments	\$ -	\$ 1,427.85	\$ -	\$ 1,309.86	\$ 663.61	\$ 175.31
31	Miscellaneous	\$ -	\$ 18,415.85	\$ -	\$ 7,466.86	\$ 3,435.13	\$ -
32	Total Revenues and Receipts	\$ 3,210.00	\$ 381,319.87	\$ 6,024.00	\$ 7,066,061.88	\$ 3,649,102.48	\$ 811,764.56
33	Disbursements: Orders Issued	\$ -	\$ 358,894.00	\$ 6,193.00	\$ 7,066,061.88	\$ 3,649,102.48	\$ 811,764.56
34	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Disbursements	\$ -	\$ 358,894.00	\$ 6,193.00	\$ 7,066,061.88	\$ 3,649,102.48	\$ 811,764.56
37	Excess of Revenues over Expenditures	\$ 3,210.00	\$ 22,425.87	\$ (169.00)	\$ -	\$ -	\$ -
38	Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39	Beginning Balances as of July 1, 2019	\$ 72,791.53	\$ 355,239.24	\$ 844.00	\$ -	\$ -	\$ -
40	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41	Ending Balances as of June 30, 2020	\$ 76,001.53	\$ 377,665.11	\$ 675.00	\$ -	\$ -	\$ -

Upshur County Sheriff's Settlement June 30, 2020		CITY VOTED LIB FUND-379	Total	Total	Total	Grand
			Governmental	Proprietary	Fiduciary	Total
			Funds	Governmental	Governmental	All Funds
Taxes Receivable						
1	1-4 Unpaid Taxes (prior years)	\$ 5,580.15	\$ 284,618.12		\$ 640,258.81	\$ 924,876.93
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -		\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ 99,824.15	\$ 4,635,068.48		\$ 10,487,064.00	\$ 15,122,132.48
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ 1,420.66	\$ 103,458.29		\$ 226,542.85	\$ 330,001.14
5	21 Total Taxes Receivable	\$ 106,824.96	\$ 5,023,144.89		\$ 11,353,865.66	\$ 16,377,010.55
6	22-25 Add: Interest and Fees Collected on Taxes	\$ 712.64	\$ 114,888.51		\$ 83,718.63	\$ 198,607.14
7	27-30 Computer Differences + or (-)	\$ (0.58)	\$ (4.17)		\$ (13.64)	\$ (17.81)
8	32-35 Deduct: Taxes Exonerated without refund	\$ 122.63	\$ 24,389.23		\$ 51,423.73	\$ 75,812.96
9	37 Discounts	\$ 2,002.01	\$ 90,635.80		\$ 205,534.56	\$ 296,170.36
10	39-42 Land Sales Deductions	\$ 89.94	\$ 1,382.57		\$ 3,689.67	\$ 5,072.24
11	44-47 Ending Taxes Receivables as of June 30, 2020	\$ 6,405.47	\$ 315,856.75		\$ 712,362.13	\$ 1,028,218.88
12	49 Net Taxes Collected	\$ 98,916.97	\$ 4,705,764.88		\$ 10,464,560.56	\$ 15,170,325.44
13	50-51 Deduct: Exoneration with refund	\$ 18.44	\$ 2,384.97		\$ 5,088.88	\$ 7,473.85
14	53 Sheriff's Commission	\$ 96.10	\$ 4,606.53		\$ 10,393.57	\$ 15,000.10
15	54 Assessor's Valuation	\$ -	\$ 101,152.46		\$ 157,232.19	\$ 258,384.65
16	55-56 Manual Distributions & Public Utilities	\$ 231.66	\$ 650,951.45		\$ 1,537,912.71	\$ 2,188,864.16
17	49 Total Taxes Collected	\$ 99,034.09	\$ 5,248,572.37		\$ 11,829,758.63	\$ 17,078,331.00
18	Other Taxes	\$ 479.13	\$ 455,113.23		\$ 13,867.07	\$ 468,980.30
19	Licenses and Permits	\$ -	\$ 7,053.25		\$ 9,460.00	\$ 16,513.25
20	Intergovernmental: Federal	\$ -	\$ 619,412.75		\$ -	\$ 619,412.75
21	State	\$ -	\$ 435,805.70		\$ 274,340.95	\$ 710,146.65
22	Local	\$ -	\$ 74,683.24		\$ 10,000.00	\$ 84,683.24
23	Charges for Services: Sheriff	\$ -	\$ 484,193.06		\$ 462,169.50	\$ 946,362.56
24	County Clerk	\$ -	\$ 92,038.04		\$ -	\$ 92,038.04
25	Circuit Clerk	\$ -	\$ 23,291.15		\$ 16,508.92	\$ 39,800.07
26	Magistrate	\$ -	\$ 1,735.00		\$ -	\$ 1,735.00
27	Assessor	\$ -	\$ 1,685.08		\$ -	\$ 1,685.08
28	Other	\$ -	\$ 1,581,505.40		\$ 135,749.24	\$ 1,717,254.64
			\$ -		\$ -	\$ -
29	Fines and Forfeits	\$ -	\$ 196,777.90		\$ 11,762.05	\$ 208,539.95
30	Interest on Investments	\$ 21.02	\$ 15,015.57		\$ 3,614.52	\$ 18,630.09
31	Miscellaneous	\$ -	\$ 1,470,464.11		\$ 29,638.84	\$ 1,500,102.95
32	Total Revenues and Receipts	\$ 99,534.24	\$ 10,707,345.86		\$ 12,796,869.72	\$ 23,504,215.58
33	Disbursements: Orders Issued	\$ 99,534.24	\$ 12,954,219.95		\$ 12,733,107.53	\$ 25,687,327.48
34	Bank Charges	\$ -	\$ -		\$ -	\$ -
35	Other Disbursements	\$ -	\$ -		\$ -	\$ -
36	Total Disbursements	\$ 99,534.24	\$ 12,954,219.95		\$ 12,733,107.53	\$ 25,687,327.48
37	Excess of Revenues over Expenditures	\$ -	\$ (2,246,874.09)		\$ 63,762.19	\$ (2,183,111.90)
38	Transfers	\$ -	\$ 2,386,825.14		\$ -	\$ 2,386,825.14
39	Beginning Balances as of July 1, 2019	\$ -	\$ 3,231,401.90		\$ 563,799.35	\$ 3,795,201.25
40	Audit Adjustments	\$ -	\$ -		\$ -	\$ -
41	Ending Balances as of June 30, 2020	\$ -	\$ 3,371,352.95		\$ 627,561.54	\$ 3,998,914.49



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

David H. Coffman

8/6/2020

DATE: 7/24/20

SHERIFF'S ACCOUNTING SYSTEM

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TIME: 9:11:31

RECONCILIATION OF CASH 06/30/2020

PROG: SA0068

BANK ONE	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
*** BANK TOTAL ***	.00	.00	.00	.00

FIRST COMMUNITY BANK	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
UPSHUR CO. FIRE FRB-IBCK	1,937.94	222.85-	.00	1,715.09
IBCK UP CO COAL REALLOCAT	19,125.39	.00	.00	19,125.39
EMPLOYEE BENEFITS-IBCK	537,812.97	.00	.00	537,812.97
SP.LAW ENF.INVESTIG.-IBCK	2,486.20	.00	.00	2,486.20
COMMUNITY CORR. FUND-IBCK	294,222.92	100.00-	.00	294,122.92
PARKS/REC CLEARING ACCT	50.00	50.00-	.00	.00
ADDRESSING/MAPPING CLRING	60.00	60.00-	.00	.00
TAX CLEARING ACCOUNT	45,502.00	57,651.13-	12,149.13	.00
DOG & KENNEL-CKNG	13,502.75	.00	.00	13,502.75
GEN. CO. MISC-CKNG	17,001.50	.00	.00	17,001.50
WORTHLESS CHECK FUND-CKNG	136,408.31	.00	.00	136,408.31
CURRY PARK-CKNG	2,486.71	.00	.00	2,486.71
CURRY LIBRARY-CKNG	3,872.54	.00	.00	3,872.54
ASSESSOR'S VALUATION-CKNG	3,811.79	.00	.00	3,811.79
SPAY. & NEOTER. DEP. FUND	44,642.61	.00	.00	44,642.61
DMV LICENSE FUND-CKNG	25,618.91	31,981.50-	6,362.59	.00
*** BANK TOTAL ***	1,148,542.54	90,065.48-	18,511.72	1,076,988.78

PROGRESSIVE BANK	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
UP.CO.FIN.STBL.FUND-SV	706,404.39	.00	.00	706,404.39
UP.CO.FIN.STBL.FUND-CKNG	.00	.00	.00	.00
CHILD EXCHG & VISIT CTR	10,797.00	.00	.00	10,797.00
*** BANK TOTAL ***	717,201.39	.00	.00	717,201.39

BELINGTON BANK	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
*** BANK TOTAL ***	.00	.00	.00	.00

BANK ONE	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
*** BANK TOTAL ***	.00	.00	.00	.00

FIRST COMMUNITY BANK	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
CONCEALED WEAPONS	19,925.18	.00	225.09	20,150.27

DATE: 7/24/20

SHERIFF'S ACCOUNTING SYSTEM

PAGE: 2

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RECONCILIATION OF CASH 06/30/2020

PROG: SA0068

GENERAL COUNTY PAYROLL-CK	45,571.85	27,710.83-	71,195.94	89,056.96
BOARD OF HEALTH-PAYROLL	21,648.53	1,648.53-	.00	20,000.00
GENERAL COUNTY-CKNG	351,659.34	254,004.15-	73.13	97,738.32
COAL SEVERANCE-CKNG	1,000.00	.00	.00	1,000.00
E-911 -CKNG	11,689.68	.00	.00	11,689.68
HOME DETENTION-IBCK	36,294.10	.00	.00	36,294.10
AIRPORT CONSTRUCTION-CKNG	.10	.00	.00	.10
VOTER'S REGISTRATION-IBCK	678.86	.00	.00	678.86
JURY-CKNG	14,654.01	1,377.24-	.00	13,276.77
ELKINS ROAD PSD GRANT-CKG	.00	.00	.00	.00
COVID 19	78,912.63	262.50-	.00	78,650.13
WELNESS COMPLEX FUND	4,760.00	.00	.00	4,760.00
INDUSTRIAL PARK SEWER-CKG	1.00	.00	.00	1.00
STATE CLEARING ACCOUNT-CK	135.00	135.00-	.00	.00
STATE POLICE FUND-CKNG	532.75	600.00-	72.25	5.00
GENERAL TAX ACCOUNT-CKNG	754.32	281,586.28-	280,831.96	.00
TAX LBIN FUND-CKNG	177,872.12	4,657.22-	.00	173,214.90
DELQ & NON-ENTERED LAND	76,001.53	.00	.00	76,001.53
BOARD OF HEALTH-CKNG	24,925.25	4,925.25-	.00	20,000.00
WYDSRF-CKNG	551.00	.00	124.00	675.00
*** BANK TOTAL ***	867,577.25	576,907.00-	352,522.37	643,192.62

PROGRESSIVE BANK	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
EE HEALTH CARE REIMB FUND	52,834.98	.00	.00	52,834.98
*** BANK TOTAL ***	52,834.98	.00	.00	52,834.98

FREEDOM BANK	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
BOARD OF HEALTH- CD 2	100,421.34	.00	.00	100,421.34
BOARD OF HEALTH - CD 1	100,421.34	.00	.00	100,421.34
*** BANK TOTAL ***	200,842.68	.00	.00	200,842.68
*** REGULAR TOTAL ***	2,986,998.84	666,972.48-	371,034.09	2,691,060.45

INVESTMENTS

FIRST COMMUNITY BANK	BOOK BALANCE
CURRY PARK-MMA	22,336.58
CURRY LIBRARY-MMA	14,826.97
ASSESSOR'S VALUATION-MMA	142,755.55
*** BANK TOTAL ***	179,919.10

FIRST COMMUNITY BANK	BOOK BALANCE
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DATE: 7/24/20

SHERIFF'S ACCOUNTING SYSTEM

PAGE: 3

TIME: 9:11:31

RECONCILIATION OF CASH 06/30/2020

PROG: SA0068

GENERAL COUNTY -MMA				555,471.87
COAL SEVERANCE-MMA				21,425.48
E-911 -MMA				412,465.16
GENERAL TAX ACCOUNT-MMA				.00
BOARD OF HEALTH-MMA				136,822.43
*** BANK TOTAL ***				1,126,184.94
*** INVESTMENT TOTAL ***				1,306,104.04
*** COUNTY TOTAL ***	2,986,998.84	666,972.48-	371,034.09	3,997,164.49
CASH DRAWERS				1,750.00
*** TOTAL ***				3,998,914.49

07/24/2020
09.39.39

Sheriff's Commission
Sheriff of UPSHUR COUNTY County, West Virginia
07/01/2019-06/30/2020
Total Sheet

Current Year Taxes	14,919,620.42
Additional Levies	<u>-93,387.06</u>
A. Total Taxes Levied	14,826,233.36
Less: Exoneration without refund & Bankruptcy	-73,032.11
Exoneration with refund	<u>-7,036.20</u>
B. Total Net Levy	14,746,165.05
Less: Ending Accounts Receivable	<u>-602,598.08</u>
C. Net Current Year Taxes	14,143,566.97
Less: 85% of Net Levy	<u>-12,534,240.29</u>
D. Current Year Taxes over 85%	1,609,326.68
Less: 5% of Net Levy	<u>-737,308.25</u>
E. Collections over 90% Level	872,018.43
Less: 5% of Net Levy	<u>-737,308.25</u>
F. Collections over 95% Level	134,710.18
2.5% of Collections over 85% Level	40,233.17
1.0% of Collections over 90% Level	8,720.18
1.5% of Collections over 95% Level	<u>2,020.65</u>
Total	<u>50,974.00</u>
Total Sheriff's Commission (\$15,000 or less)	15,000.00 =====



TWENTY-SIXTH JUDICIAL CIRCUIT

KURT W. HALL
CHIEF JUDGE

UPSHUR COUNTY
UPSHUR COUNTY COURTHOUSE
POST OFFICE BOX 67
40 WEST MAIN STREET
BUCKHANNON, WEST VIRGINIA 26201
(304) 472-0195
FAX (304) 472-0194

July 29, 2020

LEWIS COUNTY
LEWIS COUNTY COURTHOUSE
117 COURT AVENUE
WESTON, WEST VIRGINIA 26452
(304) 269-8239
FAX (304) 269-2520

Joseph Armstrong
Administrative Director
Capitol Complex
1900 Kanawha Boulevard East
Building One, Room E-100
Charleston, WV 25305-0830

RE: Upshur County Magistrate Court Bailiff Services Fee Approval

Dear Mr. Armstrong:

I have been informed by Carrie L. Wallace, County Administrator for Upshur County, that there are insufficient funds in the Upshur County Magistrate Court fund to cover the expense for the bailiff services for fiscal year 2019/2020. Therefore, in accordance with Chapter 61, Article 3, Section 39h(c)(1), I am requesting the approval of \$8,610.00 from the Upshur County Worthless Check Fund to cover the costs of the bailiff services for the fiscal year 2019/2020 for the Upshur County Magistrate Court.

I have attached a letter, an invoice, and a summary of the bailiff fees concerning this request. I appreciate your consideration in this matter and please feel free to contact me if you need additional information.

Sincerely,

Kurt W. Hall, Chief Judge
26th Judicial Circuit

KWH/rl
Enclosures

cc: Carrie L. Wallace

SUPREME COURT OF APPEALS
STATE OF WEST VIRGINIA
ADMINISTRATIVE OFFICE

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



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

July 30, 2020

**Kurt W. Hall, Circuit Judge
26th Judicial Circuit
Upshur County Courthouse
40 West Main Street
Buckhannon, West Virginia, 26452**

Dear Judge Hall:

I am in receipt of your request for approval to use proceeds from the counties Worthless Check Fund to help pay for the cost of bailiff services. After reviewing WV Code 61-3-39h, I am of the opinion that you are using these funds appropriately, and therefore I approve your request.

If you have any questions, feel free to contact my office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joseph M. Armstrong".

**Joseph M. Armstrong
Administrative Director
Supreme Court of Appeals of West Virginia**

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TOTAL	TOTAL	TOTAL
\$2,424,800.00	\$165.00	\$317.41

UPSHUR COUNTY BUILDING PERMITS

JULY 16, 2020 - JULY 31, 2020

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	
7/16/2020	8190	477	HADDIX, BARBARA	70 SERVICEBERRY LN, BUCKHANNON, WV 26201	\$30,000.00	\$15.00		OL	SINGLE WIDE MOBILE HOME	SELF	
7/16/2020	8191	NEW	JENKINS, ROY	PO BOX 565, FARMINGTON, WV 26571	\$200.00	\$15.00		CHECK	MAKE DRIVEWAY AND TRAILER PAD	SELF	
7/20/2020	8192	N/A	HORNBECK, CAROLL	8011 OLD ELKINS RD, BUCKHANNON, WV 26201	\$5,000.00	\$15.00		CHECK	22' X 26' BUILDING	SELF	
7/20/2020	8193	1770	SWIGER, DAVE	5346 CLARKSBURG RD, BUCKHANNON, WV 26201	\$1,000.00	\$15.00		CASH	12' X 13' STORAGE BUILDING	SELF	
7/20/2020	8194	N/A	WRIGHT, DONNIE	1047 RIVER CHURCH RD, BUCKHANNON, WV 26201	\$800.00	\$15.00		CHECK	16' X 24' STORAGE BUILDING	SELF	
7/21/2020	8195	80903	SMITH, SHANE	1173 HOOTIN HOLLOW RD, BUCKHANNON, WV 26201	\$6,200.00	\$15.00		CHECK	10' X 20' DECK AND SHINGLE ROOF ON HOUSE WHERE EXISTING PORCH AND STEPS TO BE REMOVED	LEIGH ENTERPRISES, LLC, 31 CRESCENT AVE, BUCKHANNON, WV 26201	
7/21/2020	8196	5261	STONE, BILL	1562 BRUSHY FORK RD, BUCKHANNON, WV 26201	\$7,000.00	\$15.00		CHECK	NEW SHINGLE ROOF	LEIGH ENTERPRISES, LLC, 31 CRESCENT AVE, BUCKHANNON, WV 26201	
7/21/2020	8197	6829	HOOVER, JAMES AND SHANDA	188 CRESCENT AVE, BUCKHANNON, WV 26201	\$7,000.00	\$15.00		CHECK	NEW METAL ROOF	LEIGH ENTERPRISES, LLC, 31 CRESCENT AVE, BUCKHANNON, WV 26201	
7/21/2020	8198	7795	BOSLEY, HERBERT	82 WIMER AVE. BUCKHANNON, WV 26201	\$6,200.00	\$15.00	FEE WAIVED	CHECK	NEW METAL ROOF AND VINYL SIDING	LEIGH ENTERPRISES, LLC, 31 CRESCENT AVE, BUCKHANNON, WV 26201	FLOODPLAIN; SIDING AND ROOF ONLY
7/21/2020	8199	12724	CALE, JEFFREY W AND SARA	21 NELSON ST, BUCKHANNON, WV 26201	\$1,000.00	\$15.00		OL	2 NEW WINDOWS AND SIDING IMPROVEMENT	SELF	
7/21/2020	8200	5645	SMITH, DAVID W	4037 BRUSHY FORK RD, BUCKHANNON, WV 26201	\$2,800.00	\$15.00		CASH	26' X 70' TIN ROOF AND SHINGLE REPLACEMENT	SELF	
7/22/2020	8201	81919	ZIRKLE, JASON	868 BEECH RUN RD, BUCKHANNON, WV 26201	\$2,000.00	\$15.00		CASH	12' X 30' CAMPER	SELF	
7/23/2020	8202	16695	HARRIS, REX	9 MAPLE ST, BUCKHANNON, WV 26201	\$10,000.00	\$15.00		CASH	32' X 16' ADDITION TO CAMP	SELF	
7/23/2020	8203	11286	UPSHUR COUNTY COMMISSION	91 WEST MAIN ST, SUITE 101, BUCKHANNON, WV 26201	\$12,000.00	N/A	FEE WAIVED	FEE WAIVED	40' SHOOTING WALL; CONCRETE PAD; AND OPEN AIR PAVILION AT UPSHUR COUNTY YOUTH CAMP	SELF	FLOODPLAIN; CONDITIONAL
7/23/2020	8204	80570	ARMENTROUT, JEFFREY M	79 STATESIDE DR, BUCKHANNON, WV 26201	\$1,000.00	\$15.00		CASH	24' X 24' CARPORT/GARAGE	SELF	
7/24/2020	8205	81920	COTTRILL, CASEY JO	3337 MT UNION RD, BUCKHANNON, WV 26201	\$80,000.00	\$15.00		CHECK	2,600 SQ FT BARN TO RENT FOR WEDDINGS	SELF	
7/24/2020	8206	NEW	RICE, SCOTT	3241 INDIAN CAMP RD, FRENCH CREEK, WV 26218	\$30,000.00	\$15.00		CHECK	16' X 24' COTTAGE	SELF	
7/24/2020	8207	2522	TOMEY, PAUL	1597 EVERSON RD, BUCKHANNON, WV 26201	\$8,000.00	\$15.00		CHECK	NEW GARAGE	SELF	
7/24/2020	8208	NEW	SMITH, ERNEST W	4041 HEASTON RIDGE RD, CRAWFORD, WV 26343	\$5,300.00	\$15.00		CASH	SINGLE WIDE TRAILER	SELF	
7/27/2020	8209	80263	HOLLEN, DUSTIN L	1880 GLADY FORK RD, BUCKHANNON, WV 26201	\$7,500.00	\$15.00		CHECK	24' X 31' METAL GARAGE	SELF	
7/27/2020	8210	NEW	WV DEVELOPMENT CORP	PO BOX 2340, BUCKHANNON, WV 26201	\$50,000.00	\$15.00		CHECK	DOUBLEWIDE	TWIN OAKS HOME SALES LLC, PO BOX 2340, BUCKHANNON, WV 26201	
7/27/2020	8211	NEW	WV DEVELOPMENT CORP	PO BOX 2340, BUCKHANNON, WV 26201	\$50,000.00	\$15.00		CHECK	DOUBLEWIDE	TWIN OAKS HOME SALES LLC, PO BOX 2340, BUCKHANNON, WV 26201	
7/27/2020	8212	81918	WV DEVELOPMENT CORP	PO BOX 2340, BUCKHANNON, WV 26201	\$2,000.00	\$15.00		CHECK	SINGLE WIDE TRAILER	TWIN OAKS HOME SALES LLC, PO BOX 2340, BUCKHANNON, WV 26201	

7/27/2020	8213	81917	WV DEVELOPMENT CORP	PO BOX 2340, BUCKHANNON, WV 26201	\$2,000.00	\$15.00		CHECK	SINGLE WIDE TRAILER	TWIN OAKS HOME SALES LLC, PO BOX 2340, BUCKHANNON, WV 26201	
7/27/2020	8214	2563	SAMPLES, JONATHAN HUNTER	52 WAGNER RD, ELLAMORE, WV 26267	\$155,000.00	\$15.00		CHECK	REMODEL A HOME	SELF	
7/27/2020	8215	7088	BROSLAWSKY, JOE	93 CIRCLE DR, BUCKHANNON, WV 26201	\$8,735.00	\$15.00		CASH	REROOF METAL OVER SHINGLES	JIMBOS HANDS ON CONSTRUCTION LLC, 52 WAGNER RD, ELLAMORE, WV 26267	
7/28/2020	8216	6731	ANDERSON, CHARLOTTE AND JOEY REGER	50 JACKSON ST, BUCKHANNON, WV 26201	\$4,000.00	\$15.00		CHECK	ROOF COVERING FOR MOBILE HOME	SELF	
7/28/2020	8217	8512	GRANDINETTE, SHARON	124 HAMPTON RD, BUCKHANNON, WV 26201	\$12,000.00	\$15.00		CHECK	39' X 48' GARAGE	SELF	
7/29/2020	8218	10202	ALDERMAN, RONALD II	40 BETHLEHEM RD, FRENCH CREEK, WV 26218	\$5,000.00	\$15.00		CASH	12' X 36' ROOM ADDITION	SELF	
7/29/2020	8219	7787	BAILEY, ALISA	16 WIMER AVE, BUCKHANNON, WV 26201	\$6,463.00	\$15.00		CHECK	INSTALL ACRYLIC WALL SURROUND, FIXTURES, AND ACCESSORIES	OHIO BATH SOLUTIONS, 542 INDUSTRIAL DR, LEWISBERRY, PA 17339	
7/29/2020	8220	840	QUEEN, GARY N	3463 HACKERS CREEK RD, BUCKHANNON, WV 26201	\$3,000.00	\$15.00		CHECK	INSTALL STEEL ROOFING ON HOME	SELF	
VOID	8221										
7/30/2020	8222	NEW	SMITH, MARIAH	412 STATESIDE DR, BUCKHANNON, WV 26201	\$61,000.00	\$15.00	\$75.00	OL	INSTALLATION OF SINGLE WIDE	FREEDOM HOMES/CLAYTON HOMES, PO BOX 398, BUCKHANNON, WV 26201	FLOODPLAIN: CONDITIONAL
7/30/2020	8223	81362	RICE, ERIC	2036 KESLING MILL RD, BUCKHANNON, WV 26201	\$20,000.00	\$15.00		CASH	42' X 24' POLE BUILDING	SELF	

TOTAL
\$602,198.00

TOTAL
\$480.00

TOTAL
\$75.00

GRAND
PROJECT
TOTAL
\$3,026,998.00

GRAND BP
TOTAL
\$645.00

GRAND FP
TOTAL
\$392.41



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Upshur 911

MONTH / YEAR: June 2020

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	Ford Expedition	2CNDL73F556160712	123268	123270	2	0
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					2	0



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: June 2020

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Greg Harris	2008 Toyota Tundra	5TBBV541B8551	84,371	85,254	883	18.13
Chris Alkire		4917			0	19.31
					0	17.74
Loretta Koone					0	16.20
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					883	71.38

County, West Virginia 1881-1922

MONTHLY MILEAGE LOG

MONTH / YEAR: June 2020

[illegible]

[illegible]



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: DHSEM

MONTH / Year June 2020

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
B Shreves	2019 Chevy 2500	2GC2KREG1121064	4655	4867	212	39
			GRAND TOTALS		212	39

Jun-20

UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL

Officer	Crulser	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
DAVE COFFMAN - 900	2020 Ford Explorer		N/A	N/A	N/A	N/A
MIKE KELLEY - 902	2010 FORD Explorer	1FM5K8AR8GGB44629	76151	77847	1696	82.4
MARK DAVIS - 903	2016 Ford Explorer	1FM5K8AR0GG843426	74055	75588	1533	86.9
MARSHALL POWERS - 904	2016 Ford Explorer	1FM5K8AR4GGB44630	87430	89540	2110	126
THERON CAYNOR - 905	2017 FORD EXPLORER (NEW)	1FM5K8AR4HGC90351	59228	60998	1770	129.4
DEWAINE LINGER - 906	2019 Ford Explorer	1FM5K8AR5KGA29379	21680	23138	1458	104.5
RODNEY ROLENSON - 907	2017 FORD F-150 (NEW)	1FTEW1EFOHFA12892	38077	39621	1544	113
TYLER GORDON - 908	2019 FORD TAURUS	1FAHP2M104KG102939	2704	4296	1592	0
DAN BARCUS - 909	2020 Ford Explorer	1FM5K8AB0LGA20111	4889	6632	1743	126
COLE BENDER- 912	2017 Ford Taurus	1FAHP2MK5HG119855	43909	44831	922	60.6
BOBBY HAWKINS-916	2010 FORD CROWN VICTORIA	1FMZU72K84UA96327	112570	114480	1910	126
CRYSTAL LINGER - 917	Ford Explorer	1FMZU7	120369	120481	112	10
Jason Kniceley - 930	2019 Ram 4x4 CY6224	1C6RR7ST3KS692640	11074	13111	2037	168.01
RODNEY ROLENSON (dc)	2005 CHEVROLET EQUINOX	2CNDL73F556160712	N/A	N/A	N/A	N/A
Dakota Linger 913	2014 Ford Explorer	1FM5K8AR9EGA71008	51304	52644	1,340	90.5
Spare Car	Dodge Charger	2B3AA4CT9AH269160	GRAND TOTAL		19,767	1,223.31
Additional Vehicles						
	2005 Yamaha ATV	5Y4MO4Y55AO13912	Gave to 911 Sold July 2019			
	2005 Yamaha Grizzly 500- 4W	JY4AM03Y75C013912				
	2005 HMS Transport Trailer	5HABH20265N049282				
	2010 Ford Expedition	1FMJU1G50AEB66213				
	2001 Ford Explorer	1FMZV72ZE41ZA57159				
	2006 Fleetwood Mallard	1EF1B3020364011090				
	2006 Speed Traller	5F15S091761003152	Sold Dec. 2017			
	S.W.A.T. 1991 International	1HT5LNMOMH337402				
	2008 Ford Crown Victoria	2FAFP71V88X123105				

P. 001/001

FAX No. 304 472 4547

Upshur Co Sheriff WV

AUG/03/2020/MON 07:57 AM

EST.

1851

UPSHUR

County, West Virginia

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT:

A9m

MONTH / YEAR:

June 2020

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Emilio Bennett	A9m/BP/FT02	1D6HB33F0T502121	69521		0	14.33 6/12
			70013		0	14.23 6/22
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					492	\$28.56



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT:

MONTHLY M
Comm Corrections

MONTH / YEAR:

June - 2000

[illegible]

**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

**James W. Curry Library/Park
Advisory Board Meeting
AGENDA**

July 22, 2020 at 10:00 am

At James W. Curry Public Library

Call to Order

Roll Call

Public Comment Period

Approval of June 24th, 2020 minutes

Staff Report

Park

Library

Timber

Review/Report

Old Business:

Budget

New Business:

Appointment of Advisory Board President - Election of Officers

**James W. Curry Library/Park
Advisory Board Meeting
AGENDA**

Fundraising Committee at 11:30 am

Review of Impromptu Fund Raising Committee Meeting March 19, 2020

- Quilt ticket sales
- Brooks Hill Fair
- Glow stick party
- Santa's Workshop
- Light Show
 - Release
 - Event specific fund raiser

Buckhannon-Upshur Airport Authority Agenda

***Buckhannon-Upshur Airport Authority-Virtual Meeting via Telephony or ZOOM ¹
Special Meeting -- Tuesday, July 28, 2020 at 4:00 pm***

- A. Call to order
- B. Approval of Promissory Note and Business Loan Modification Agreement
- C. Board Member Comments and Announcements
- D. Adjournment

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

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

ELKINS ROAD PUBLIC SERVICE DISTRICT

96

Agenda

Meeting Regular Monthly Meeting

Start Time 5:00 PM

Date Tuesday, August 4, 2020

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

Meeting Called to Order by Chairperson

5:00 PM

Pledge of Allegiance

Roll Call Introduce Board of Directors

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

Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;

System Operator-David Wamsley

Recognize Current Customers

Approval of Minutes - July 7, 2020 Regular Monthly Meeting

Vote

Treasurer Report/Payment of Bills for August/bal of July Invoices

Vote

ITEMS FOR DISCUSSION

Vote

Vote

Phase III Extension Project Update

Vote

Invoice payment approval

Update on Project Contracts

Maintenance Report

In-house Meter Reading

Gormley Booster Station

Personnel

Vote

Will require entering into Executive Session WV Code 6-9A-4

Date & Time of September 2020 Meeting - Tuesday, September 1, 2020 @ 5:00 pm

Adjournment

Vote

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

*Rough Draft Prepared by Office Manager July 13, 2020
Prepared by Board Chair and Office Manager July 14, 2020
Posted and Available to the Public on July 31, 2020*

**City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, August 6, 2020**

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

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

A. Call to Order

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

B. Recognized Guests

- B.1 Keith Wolverton-President Buckhannon Youth Football
- B.2 Poundstone Memorial Scholarship 2020
- B.3 David Howell, CPA-Audit Exit Conference FY 2018/2019
- B.4 Lynn Gibbs-Appeal of Property Complaint
- B.5 Laura Meadows-Executive Director-UCCVB- Annual Report

C. Department & Board Reports

- C.1 Code Enforcement Zoning Officer-Vincent Smith
. Vacant Properties
- C.2 Information Coordinator/Grant Researcher- Callie Cronin Sams
- C.3 Public Works Director- Jerry Arnold
- C.4 Finance Director- Amberle Jenkins
- C.5 Fire Chief- JB Kimble
- C.6 City Attorney- Tom O'Neill

D. Correspondence & Information

- D.1 WV State Treasurer's Office –Sales Tax Municipal Quarterly Distribution April-June 2020
- D.2 WV Municipal League Annual Conference September 22-24, 2020-Virtual Platform
- D.3 Atlantic Coast Pipeline LLC- Cancellation & Related Updates
- D.4 Buckhannon Police Dept-Notice Accepting Sealed Bids for HD WiFi In Car & Body Camera Systems
- D.5 Report of Cat & Dog Activity-Upshur County Commission-June 2020
- D.6 City of Buckhannon Financial Statements Audit FY 2018/2019 Available at City Hall
- D.7 Notice Charles W. Gibson Public Library-Hiring Library Aide
- D.8 Pending COB Board Appointments & Committees FY 2020/2021

E. Consent Agenda

- E.1 Approval of Minutes-Regular Meeting 07/16/2020
- 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 Approval Agreement Buckhannon Youth Football
- F.2 Approval Naming of New Street beside CVS
- F.3 Approval to Accept Bid Opening Results- Concrete Mixer and Silo
- F.4 Approval Ordinance No. 446 State Building Code Update Adoption-1st Reading
- F.5 Approval Ordinance No. 447 Housing Enforcement-Revision of Ord. No. 367- 1st Reading

G. Comments and Announcements

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

H. Mayor's Comments and Announcements

I. Adjournment

Upshur County Fire Board Meeting

June 16, 2020

Members Present: Joe Gower, Larry Alkire, Kristie Tenney, Rick Harlow, Clifton Shaw

Members Absent: Linn Baxa and Tom O'Neill

Others Present: Art Wilson, Rick Hunt, Kevin Huffman and Toni Newman-Fire Fee Clerk

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

The meeting minutes from My 19, 2020, were approved on motion by Rick Harlow and second by Larry Alkire.

The final disbursement of 2019 Fire Fee Funds was distributed to the VFD members present: Adrian, Banks, Selbyville and Washington District. The Fire Fee clerk contacted the remaining departments (Ellamore, Buckhannon, and Warren District) to advise the checks could be picked up in the County Administrator's Office.

The Fire Fee Clerk reported the 2019 Fire Fees are currently at 91 percent collected. The new printer has been installed. Kristie advised the night deposit type will be installed on Chancery Street as a drive through type drop off box for taxes and Fire Fees. It will be noted that cash is not to be deposited in the box

The checking account balance as of 5/29/2020 was \$80,468.36. The disbursement from the Chief Tax Deputy for the month of May was 1,875.12.

The following invoices were reviewed and approved upon motion by Rick Harlow and second by Clifton Shaw:

- Software Systems---Invoice #33891---Maintenance Charge May---\$206.00
- Upshur County Commission---Reimbursement---Postage---January-March 2020---\$397.75

The Board approved the 2020 Fire Fee statement template and envelope from Ralston Press on motion by Rick Harlow and second by Larry Alkire.

On motion by Larry Alkire and second by Rick Harlow, the Board approved the two-week advertisement in My Buckhannon for Online payments of Fire Fees.

The Board reviewed correspondence from the State Auditor's Office regarding receipt of federal funding. The Board does not receive these grants.

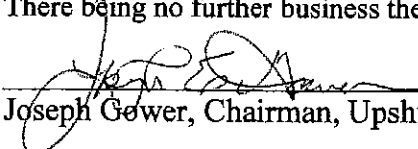
Discussion of options as to what to do with the copier that is no longer needed: The Fire Fee Clerk canvassed all VFDs and received no response. She will ask Curry Library and 4H Camp if they would have a need for it.

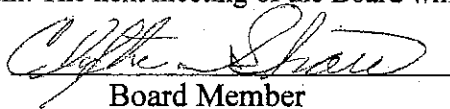
GST provided two estimates for laptops. After review and on motion by Larry Alkire and second by Rick Harlow, the Board approved the purchase of a refurbished laptop at the cost of \$828.80.

There were no corrective tickets this month. There were three exoneration requests approved by the Board for an estate with insufficient funds.

Other matters to consider: The Board reiterated the need for a replacement for Linn Baxa for his second term beginning July 1, 2020.

There being no further business the meeting adjourned at 7:00 p.m. The next meeting of the Board will be July 21, 2020.


Joseph Gower, Chairman, Upshur County Fire Board


Board Member

**Upshur County Public Library Board of Trustees Meeting
June 17, 2020**

The regular meeting of the Upshur County Public Library Board of Trustees was held on Wednesday, June 17, 2020 at 4:00 p.m. at the library. Board members in attendance were Dennis Xander, Michelle Strader, Carol Smith, John Haymond, and Kenna Leonard. Also in attendance were Paul Norko, Director; Beth Rogers, Assistant Director; Connie Cutright, Business Manager; and Ann Slaughter, Friends of the Library representative.

The minutes of the May meeting were approved on a motion made by Carol and seconded by Kenna.

The financial reports for May were accepted on a motion made by John and seconded by Kenna.

Director's Report – see attachment

Paul stated he would like clarification of vacation and sick leave time for the two full time furloughed employees. On a motion made by Michelle and seconded by Kenna, the board voted to follow the current policy of no more than 80 hours of vacation time and 960 hours of sick leave to be carried over into a new fiscal year and vacation and sick leave do not accumulate during the furloughed time.

It was decided to wait until the new board members are appointed before obtaining new signature cards from the bank.

Ann reported that the Friends have not been active due to Covid 19. She stated there is a bat problem in the garage that needs addressed.

The board received Michelle's resignation from the board effective June 17, 2020.

The next board meeting will be July 15, 2020 at 4:00 p.m.

The meeting was then adjourned.

Respectfully submitted,

Connie S Cutright

Connie Cutright
Business Manager

Approved,

Kenna Leonard
Kenna Leonard
President

Upshur County Public Library
July 2019 through June 2020

100

					TOTAL		
	Apr 20	May 20	Jun 20	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
Income							
4020 · County Commission	0.00	9,125.00	0.00	36,500.00	36,500.00	0.00	100.0%
4030 · Board of Education	0.00	0.00	23,425.00	93,700.00	93,700.00	0.00	100.0%
4040 · Grant-in-Aid	22,756.89	0.00	0.00	92,929.89	94,829.00	-1,899.11	98.0%
4060 · WVLC Svcs. to Lib. (admin fees)	15,060.92	0.00	0.00	60,247.92	60,250.00	-2.08	100.0%
4130 · WVLC Enhancement Grant	0.00	0.00	0.00	0.00	14,428.00	-14,428.00	0.0%
4160 · Other Grants	0.00	0.00	5,000.00	21,000.00			
4230 · Unrestricted Gifts	614.76	1,007.73	535.27	6,403.81	6,000.00	403.81	106.73%
4235 · Unrestricted - Ramp Dinner	500.00	0.00	0.00	2,000.00	12,500.00	-10,500.00	16.0%
4240 · Restricted - Memorial/Gift Matl	0.00	200.00	0.00	3,450.00	2,000.00	1,450.00	172.5%
4310 · Interest	25.10	23.48	19.20	454.49	200.00	254.49	227.25%
4420 · Copies/Fax	0.00	182.92	53.75	5,386.95	6,700.00	-1,313.05	80.4%
4450 · Fines	0.00	22.32	2.30	2,657.22	4,000.00	-1,342.78	66.43%
4490 · Other fees-cards, JD, earbuds	0.00	2.50	1.00	505.40	650.00	-144.60	77.75%
4730 · Fundraisers	0.00	0.00	0.00	853.05	1,000.00	-146.95	85.31%
Total Income	38,957.67	10,543.95	29,036.52	326,088.73	332,757.00	-6,668.27	98.0%
Expense							
6020 · Wages	13,220.59	8,675.52	10,171.94	187,179.15	205,735.00	-18,555.85	90.98%
6030 · FICA	819.67	537.88	830.67	11,605.12	12,756.00	-1,150.88	90.98%
6040 · Medicare	191.68	125.79	147.52	2,714.12	2,983.00	-268.88	90.99%
6050 · WV Public Employees Retirement	1,155.14	867.56	908.88	15,303.29	16,326.00	-1,022.71	93.74%
6060 · Insurance (Employer Paid)	1,658.97	1,661.56	1,661.56	20,089.51	19,895.00	194.51	100.98%
6061 · RHBT (Employer Paid)	672.00	672.00	672.00	8,064.00	8,064.00	0.00	100.0%
6080 · WV Unemployment	168.77	30.41	16.26	1,297.18	1,537.00	-239.82	84.4%
6090 · Workers Comp.	0.00	0.00	455.69	462.63	727.00	-264.37	63.64%
6110 · Books	800.84	70.78	315.52	9,278.91	9,800.00	-521.09	94.68%
6112 · Memorial/Gift Materials	150.27	0.00	147.75	2,812.60	2,000.00	812.60	140.64%
6140 · Periodicals/Newspapers	0.00	91.00	0.00	1,823.94	1,800.00	23.94	101.33%
6143 · Electronic Books	51.09	-317.94	-254.95	1,482.53	3,000.00	-1,517.47	49.42%
6151 · Audios	24.74	0.00	0.00	1,024.77	1,500.00	-475.23	68.32%
6152 · DVD's	29.95	139.39	0.00	904.11	1,200.00	-295.89	75.34%
6230 · Other Grant Expenditures	187.78	0.00	127.28	921.39			
6250 · Capital Expenditure	0.00	0.00	0.00	1,152.26	1,200.00	-47.74	96.02%
6251 · Parking Lot Expenditures	0.00	0.00	0.00	30,454.59			
6310 · Office/Library Supplies	265.45	76.27	0.00	2,518.60	3,500.00	-981.20	71.97%
6350 · Postage	0.00	-3.08	8.82	1,272.63	1,200.00	72.63	106.05%
6521 · Equipment/Furniture	310.00	0.00	111.93	1,381.07	1,500.00	-118.93	92.07%
6541 · Equipment Maint.	0.00	0.00	0.00	0.00	300.00	-300.00	0.0%
6552 · Software/Elec. Sub./Maint. fees	-154.00	0.00	477.00	2,691.76	3,500.00	-808.24	76.91%
6570 · Vehicle Maintenance	0.00	0.00	22.00	40.85	300.00	-259.15	13.62%
6720 · Bldg. Maint. (inc. janitorial)	108.60	118.59	57.18	836.98	1,000.00	-163.02	83.7%
6742 · Utilities - Electric	1,865.07	2,092.95	1,003.15	18,157.19	25,000.00	-6,842.81	72.63%
6743 · Utilities - Water/Waste	93.52	85.28	170.56	1,132.82	1,200.00	-67.18	94.4%
6750 · Telephone	185.43	335.64	165.90	2,278.36	2,300.00	-21.64	99.06%
6755 · Internet Service	105.00	105.00	105.00	892.50	1,300.00	-407.50	68.65%
6760 · Insurance - Building & Bonds	0.00	0.00	0.00	728.00	730.00	-2.00	99.73%
6910 · Public Info./Programming	107.18	0.00	0.00	955.36	800.00	155.36	119.42%
6920 · Memberships	0.00	0.00	150.00	169.09	450.00	-280.01	37.78%
6930 · Travel/Meetings/Cont. Ed/Conf.	23.66	0.00	0.00	2,115.64	3,000.00	-884.36	70.52%
6950 · Fundraising Expenses	0.00	0.00	0.00	0.00	50.00	-50.00	0.0%
6960 · Ramp Dinner	0.00	0.00	0.00	10.85	4,800.00	-4,789.15	0.23%
6980 · Audit	-208.00	0.00	0.00	1,728.00	1,600.00	128.00	108.0%
Total Expense	21,833.40	15,364.60	17,271.66	333,481.10	341,053.00	-7,571.90	97.78%
Net Income	17,124.27	-4,820.65	11,764.86	-7,392.37	-8,296.00	903.63	89.11%

James W. Curry Library/Park

Advisory Board Minutes

June 24, 2020

The June 24th, 2019 meeting of the James W. Curry Library/Park Advisory Board was called to order by Carrie Wallace at 10:10 am.

Roll Call: Present – Carrie Wallace, Lewis Simmons, Patricia Tolliver, Sara Collins, Lori Ulderich Harvey

Absent: Ervin Lake, Albert Lake

Guests: Rhett Dusenbury

Staff: Jonathan Freeman, Darlene Gregory, and Judith Williams

Sara Collins was officially introduced as our new board member.

Minutes: Minutes of the October 23rd, 2019 Advisory Board Meeting were approved; motion by Lori, seconded by Tricia; motion passed.

Public Comment Period: Rhett Dusenbury on behalf of US Confressman Alex Mooney: Stated he was glad we are part of Upshur Co Library system. He went on to talk about the Library of Congress free books programs and has included us in that distribution, although details are as yet sketchy. Mr. Dusenbury provided a copy of The Mooney Memo to all in attendance and encouraged us to contact his office if there was anything they could do for us. In response to a request for an American and a West Virginian flag to replace our worn ones, he said he would get an American Flag for the Library and will check on getting the WV flag if possible. The Congressman's office is here to serve, please contact us if we can help in any way.

Staff Report:

Park – No problems with hunting season, no complaints. Jonathan had to lock the dumpster down due to the public putting unacceptable items into it causing issues with Waste Management. Since locking it down the abuse has reduced. Still locked and on minimum charge as the campgrounds has been closed until recently. We did have a few campers Christmas, and again in Feb/Mar. Couple trees had to be cut down: one because of wind damage, another because it was becoming dangerous. Tractor repairs have also been completed. Pending campers: 1 for 4th, 2 for Fair, so far but reservations are picking up.

Library – Staff Report: Annual report was presented as a matter of record. 2019 wasn't our best year ever statistically, but it was program-wise. For example, in 2019, 583 people (359 children, 224 adults) were served through Family Storytime compared to 2018 (411: 243 children, 168 adults), 2017 (429: 251 children, 178 adults) and 2016 (473: 282 children, 191 adults). Last year it was not uncommon to have a full house verging on standing room only for this program. Last year we turned people away from our summer reading program due to lack of space and resources (generally ordered a year in advance). This year pales in comparison. Statistical records were started in 2014. As a result of the COVID-19 virus and lockdown, we are back at 2015 numerically speaking. Error in the printed staff report: Vending machine revenue should be 311.46 bringing the total revenue for the Park to \$411.46. Reopening the library has doubled out user count primarily due to summer reading and WiFi use with some recreational use.

James W. Curry Library/Park
Advisory Board Minutes
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With no further, the Advisory Board Meeting adjourned at 10:50 am.

Albert Lake

Carrie H. Wallace
Carrie Wallace

Ervin B. Lake
Ervin Lake

Patricia Tolliver
Patricia Tolliver

Lori Ulderich Harvey

Lewis Simmons
Lewis Simmons

Sara Collins

Sara Collins