

Upshur County Commission Meeting Agenda

- Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call
- Date of Meeting: April 29, 2021
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
- April 15, 2021
 - April 20, 2021 – Special Meeting
- 9:30 a.m. Discuss Gardner Case Number 010920-01 (Warren Tax District – Tax Map 8D – Parcel Number 12,13,14) The Order Setting Forth Findings of Fact and Conclusions of Law entered on March 18, 2021, provided the property owners with thirty (30) calendar days to take corrective action with respect to the property at issue.
- 10:00 a.m. Mike Hess - ABM Corporation regarding WV's Guaranteed Energy Savings Act
- 11:00 a.m. Attorney Mark Colantonio of Fitzsimmons Law Firm PLLC - Update on pending opioid litigation via conference call
Item may lead to Executive Session per WV Code §6-9A-4
- 1:30 p.m. Consideration to remove Jessica D. Smith as the administratrix for the Estate of David Gene Smith Page 5-6

Items for Discussion / Action / Approval:

1. Approval of the Buckhannon-Upshur Recreational Park Rental Contract for the 2021 season. * Page 7-8
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 May, June, July, August, September, October, November and December 2021, 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 9
3. Approval and signature of an Indemnification Agreement by and between the WV Public Employees Insurance Agency, the Upshur County Commission and USI Insurance Services. * Page 10
4. Correspondence from Shane Whitehair, Executive Director of Region VII Planning and Development Council regarding Small Cities Block Grant recipient requirements to affirmatively further fair housing. Approval and signature of a Resolution proclaiming April 2021 as Fair Housing Month. * Page 11-12
5. Approval and signature of FFY 2020 Stop Violence Against Women Act (VAWA) Grant Application in the amount of \$30,000. * Under Separate Cover

6. Correspondence from Carrie Mills, on behalf of the WV Strawberry Festival Association, requesting twenty pool passes (one-day) to be used for the 2021 Berry Bandit Poker Run. * Page 13
7. Correspondence from Laura B. Meadows, Upshur County Convention & Visitors Bureau Executive Director, regarding the Commission's representative vacancy, to serve July 1, 2021 through June 30, 2024. * Page 14
8. Approval of employment for Upshur County Youth Camp Staff, effective May 24, 2021.
Item may lead to Executive Session per WV Code §6-9A-4 (A) Under separate cover
9. Consider Resignation of Employee * Under separate cover
Item may lead to Executive Session per WV Code
10. Approval of advertisement for a full-time Case Manager position with the 26th Judicial Circuit Community Corrections Day Report Center. The position is 40 hours per week with a beginning rate of pay of \$15.00 per hour. Applications are due on or before close of business on May 7, 2021. * Page 15
11. Review and approval of the revised Internal Purchasing Policy for Department Supervisors that report to the Upshur County Commission. * Page 16-18
12. Review and approval of revised Cost Consciousness / Purchasing Procedures within the Upshur County Employee Handbook of Personnel Guidelines dated November 19, 2020. * Page 19
13. 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, Remote Work Request(s).

For Your Information:

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

1. Frontier Communications Corporation, et al. – Notice Regarding (A) Executory Contracts and Unexpired Leases to be Assumed by the Debtors Pursuant to the Plan, (B) Cure Amounts, if any, and (c) Related Procedures in Connection Therewith. Page 20-25
2. Proclamation by Governor Jim Justice proclaiming April 2021 as Fair Housing Month Page 26
3. Revised Request for Proposals for the Upshur County Former Jail Facility Project – Roof and Gutter Replacement, dated April 20, 2021. Page 27-46
4. Upshur County Sheriff's Financial Statement for period ending March 2021. Page 47-48
5. Correspondence from John B. McCuskey, WV State Auditor, enclosing a copy of the audit reports of the Upshur County Commission for the fiscal years ended June 30, 2018 and June 30, 2019. These reports are available for inspection in the office of the Upshur County Commission. Under separate cover
6. Upshur County E911 Communication Reports – March, 2021 Under separate cover
 - Monthly Department Summary Report
 - Monthly Wrecker Report

- YTD Wrecker Report

7. Public Notices:

1. Newsletters and/or Event Notifications:

2. Agendas and/or Notice of Meetings:

• James W. Curry Library/Park	April 28, 2021	<u>Page 49-50</u>
• Upshur County Fire Board, Inc.	April 20, 2021	<u>Page 51</u>
• Lewis-Upshur Community Corrections Board	April 21, 2021	<u>Page 52</u>
• Upshur-Buckhannon Board of Health	May 5, 2021	<u>Page 53</u>

3. Meeting Minutes:

• Tennerton PSD	March 10, 2021	<u>Page 54</u>
• Upshur County Fire Board	March 16, 2021	<u>Page 55-56</u>
• Upshur County Public Library	March 17, 2021	<u>Page 57-58</u>

4. Meetings:

• 05/04/21 5:00 p.m.	Elkins Road PSD
• 05/04/21 4:00 p.m.	Hodgesville PSD
• 04/01/21 7:00 p.m.	Banks District VFD
• 04/15/21 7:00 p.m.	City Council of Buckhannon
• 04/01/21 7:00 p.m.	Selbyville VFD
• 04/12/21 12:00 p.m.	Upshur County Family Resource Network
• 04/12/21 4:30 p.m.	Upshur County Solid Waste Authority
• 04/12/21 5:30 p.m.	Buckhannon-Upshur Recreational Park Advisory Board
• 05/17/21 6:00 p.m.	Lewis-Upshur Community Corrections Board – Lewis Co.
• 04/13/21 7:30 p.m.	Adrian VFD
• 05/06/21 6:00 p.m.	Buckhannon-Upshur Board of Health
• 04/21/21 7:00 a.m.	Upshur County Development Authority –Executive Board
• 04/14/21 12:00 p.m.	Upshur County Senior Center Board
• 04/14/21 3:00 p.m.	Upshur County Conventions & Visitors Bureau
• 04/13/21 7:00 p.m.	Warren District VFD
• 04/01/21 3:00 p.m.	Adrian PSD
• 04/14/21 3:00 p.m.	Tennerton PSD
• 04/08/21 3:00 p.m.	Upshur County Safe Sites & Structures Enforcement Board
• 04/08/21 7:30 p.m.	Buckhannon VFD
• 04/12/21 4:00 p.m.	Buckhannon Upshur Airport Authority
• 04/15/21 6:30 p.m.	Upshur County Youth Camp Board
• 04/11/21 6:00 p.m.	Washington District VFD
• 04/19/21 12:00 p.m.	Buckhannon-Upshur Chamber of Commerce
• 04/21/21 4:00 p.m.	Upshur County Public Library Board
• 04/16/21 10:00 a.m.	Wes-Mon-Ty Resource Conservation & Development Council
• 04/27/21 6:30 p.m.	Upshur County Fire Board, Inc.
• 04/27/21 5:00 p.m.	UC Enhanced Emergency Telephone Advisory Board
• 04/14/21 7:00 p.m.	Ellamore VFD
• 04/21/21 12:00 p.m.	Lewis Upshur LEPC
• 04/14/21 1:15 p.m.	Upshur County Farmland Protection Board
• 04/26/21 7:00 p.m.	Upshur County Fire Fighters Association
• 04/14/21 6:00 p.m.	Buckhannon River Watershed Association - Farm Bureau

- 04/28/21 10:00 a.m. James W. Curry Advisory Board
- 04/26/21 12:00 p.m. Region VII Planning and Development Council
- 04/26/21 10:00 a.m. Mountain CAP of WV, Inc. a CDC

8. Appointments Needed or Upcoming:

- Buckhannon-Upshur Airport Authority (unexpired term -- 6/30/2021) – City Representative
- Upshur County CVB Board of Directors (7/1/2021-6/30/2024) – Commission Tourism Representative

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

Tabled Items

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

1. Correspondence from Steve Booth on behalf of Tri County Towing requesting to be placed on the Upshur County Wrecker Rotation List for emergency towing services. *(tabled 3/18/2021)*

**Next Regular Meeting of the Upshur County Commission
May 6, 2021 — 9:00 a.m.
Upshur County Courthouse Annex**

****The Commission Meeting on May 13, 2021 has been CANCELLED****

In Re: The Estate of David Gene Smith, deceased

**RECOMMENDATION FOR REMOVAL OF JESSICA D. SMITH AS
ADMINISTRATRIX**

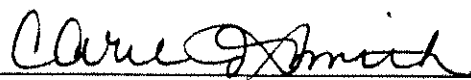
Now comes the undersigned Clerk of the County Commission and recites the following **FACTS**:

1. On May 8, 2017, Jessica D. Smith qualified as the Administratrix of the Estate of David Gene Smith, deceased, with Coretha Jean Smith as her surety in the penalty sum of Nine Thousand (\$9,000.00) Dollars.
2. The law requires the Administratrix, Jessica D. Smith, to file the Appraisement and Nonprobate Inventory Forms within 90 days of qualification, August 6, 2017.
3. The law requires the Administratrix, Jessica D. Smith, to file the List of Creditors within 60 days of qualification, July 7, 2017.
4. On August 3, 2020, the undersigned Clerk of the County Commission, mailed correspondence to Jessica D. Smith advising her that she had not filed the Appraisement of Assets nor the List of Creditors.
5. On August 6, 2020 and August 13, 2020, the undersigned Clerk of the County Commission, published the statutory Notice of administration to the beneficiaries and creditors.
6. On August 24, 2020, Brittany A. Smith, one of beneficiaries of the estate, requested the removal of Jessica D. Smith as the Administratrix and requested she be appointed as the Administratrix. At this time, Jessica D. Smith has not responded to the undersigned Clerk of the County Commission nor has she fulfilled her statutory duties as Administratrix for the Estate of David Gene Smith, deceased.

In Re: The Estate of David Gene Smith, deceased

7. On September 28, 2020, the Sheriff of Upshur County filed a Twenty-Five (\$25.00) Dollar Claim against the Estate of David Gene Smith, deceased.
8. The undersigned Clerk of the County Commission hereby recommends that Jessica D. Smith be removed as Administratrix for the Estate of David Gene Smith, deceased.
9. Brittany A. Smith should be appointed as the Administratrix De Bonis Non of the Estate of David Gene Smith, deceased, providing surety in the penalty sum of Nine Thousand (\$9,000.00) Dollars.

ENTERED: 3-3-2021



Carol J. Smith
Clerk of the County Commission
Upshur County, West Virginia

RENTAL CONTRACT

Buckhannon-Upshur Recreational Park

Shelia M. Adams

91 West Main Street, Suite 101

Buckhannon, WV 26201

(304) 472-0535 x.4

smadams@upshurcounty.org

«Name of Individual»

Name of Individual

Group or Organization

«Address»

«City», «State» «Zip»

Address

«Phone »

Telephone Number

Date(s): **«Beginning Reservation Date»**

Arriving: **«Arrival Time»** Departing: **<<Departure Time>>**

Facility to be rented: Pool: Under 40 People: **\$200.00 minimum please see insert**

40-80 People:

80 Plus People:

Booked utilizing Rain Check from previous Season? N

Pavilion: Small: \$25

Large: \$50

Rental Fee Due Date: **«Rental Fee Due Date»**

Tax Exempt: **«Tax Exempt» If yes, Certificate must be submitted**

The rental fee is to be received by the Upshur County Commission Office on or before the designated due date. No refund will be issued once the contract is signed, returned and payment is received. No refunds will be given for "bad weather" on the day of your rental. (i.e. rain, cold temperatures, etc...)

Due to COVID-19, in an effort to protect the health and safety of the public, current guidelines set forth by the Governor of WV and the Center for Disease Control and Prevention shall be adhered to at all times.

Rental of the swimming pool is in two hour increments. Swimming may not begin earlier or last longer than your designated rental period. Food and non-alcoholic beverages are permitted. The concession stand will not be open during the rental period as it is only operational during regular public business hours. During your rental period you may utilize the deck chairs, shaded areas and attached pavilion area at no additional cost; however, you are not permitted to utilize the concession stand kitchen or appliances.

Pavilion rentals may begin at 9:00 a.m. and conclude no later than 9:00 p.m.

The person signing this rental contract agrees, either for himself or herself personally or on behalf of the organization listed, to be in attendance at the activity and to be financially responsible for any property damage or excessive littering done during the activity. The signer must be an adult, age 21 or older. For groups whose members are under 21 years of age, one chaperone must be provided for every 20 persons under the age of 21. The chaperone must be a parent of the groups' members, teachers, or sponsors of a school or business function.

The Park Director or any authorized representative has the authority to void any and all rental agreements and to further ask any and all individuals and or groups to vacate the park property. If in their discretion the individual(s) or group constitute a disruption of the safety and enjoyment of the park facilities by the general public at any given time.

WAIVER OF RIGHTS

____ (Initials) I, the undersigned, hereby agree to relinquish all claims, suits, attorney fees, damages, liability and any and all future rights to the same based on any and all negligent acts of the Upshur County Commission, and any and all of its agents and/or employees in connection with or incident to myself or my group's use of any of the property or facilities set forth in this Agreement.

____ (Initials) I, the undersigned, hereby acknowledge and agree that I have carefully read and fully understand the terms of this Waiver of Rights, and that I have been afforded an opportunity to request further explanation of the terms of this Wavier of Rights. After acknowledging the same, I am now knowingly, freely and voluntarily signing this rental contract and initialing this Wavier of Rights and agree to be bound by the terms and conditions thereof.

Signature of responsible individual

Date

Please make checks payable to the Upshur County Commission.

Online payments may be made by visiting:

<https://upshurcountywv.governmentwindow.com/estore/parks-and-rec/parks-and-rec.html>

Please note – The above fee includes a 6% WV Consumer Sales Tax. Please inform the Upshur County Commission Office if your group is tax exempt so the fee can be adjusted. You must provide the Upshur County Commission Office a copy of your organizations' tax-exempt certificate with the contract in order to be eligible for this adjustment.

**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 MAY, JUNE, JULY, AUGUST, SEPTEMBER,
OCTOBER, NOVEMBER, AND DECEMBER 2021**

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
MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER,
NOVEMBER, AND DECEMBER 2021**

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 May, June, July, August, September, October, November, and December 2021.

Kristie G. Tenney, President

Samuel R. Nolte, Commissioner

Terry B. Cutright, Commissioner

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is effective as of April ____, 2021 by and between the West Virginia Public Employees Insurance Agency ("Indemnatee") and the Upshur County Commission and USI Insurance Services ("Indemnitors").

WHEREAS, the Indemnitors wish to provide for the indemnification of, and advancement of expenses to, Indemnatee to the maximum extent permitted by law;

WHEREAS, Indemnatee does not regard the current protection available as adequate under the present circumstances;

WHEREAS, it is reasonable, prudent, and necessary for the Indemnitors contractually to obligate themselves to indemnify the Indemnatee to the fullest extent permitted by applicable law.

NOW, THEREFORE, in consideration of the foregoing, the Indemnitors and indemnatee hereby agree as set forth below.

Indemnitors shall indemnify and hold the Indemnatee and its officers, directors, employees and agents harmless from and against any claim, cause of action, liability, damage, cost or expense ("Liabilities") to which the Indemnatee becomes subject to as a result of third party claims (including reasonable attorneys' fees and court or proceeding costs) brought against the Indemnatee, which arise as a result of: (i) the violation of the Health Insurance Portability and Accountability Act, including both the Privacy Rule and the Security Rule, or other federal or state privacy laws, rules, or regulations arising from or related to the information or data maintained by an Indemnitor; or (ii) the gross negligence or willful misconduct of an Indemnitor related to any security incident or privacy breach and/or unauthorized disclosure arising from information or data maintained by the Indemnitor, except to the extent such Liabilities were caused by the Indemnatee. A party entitled to indemnification hereunder shall give prompt written notification to the Indemnitor of the commencement of any action, suit or proceeding relating to a third-party claim for which indemnification is sought, subject to applicable confidentiality constraints. The Indemnifying Party shall be entitled to assume control of the defense of such action, suit, proceeding or claim with competent counsel of its choosing. Indemnification shall not be required if any claim is settled without the Indemnitor's consent, which such consent shall not be unreasonably withheld.

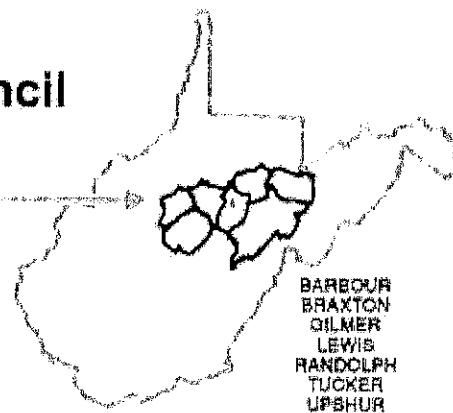
Signed and dated this day of April 29, 2021, by _____, as the duly authorized representative of the Indemnatee, [the West Virginia Public Employees Insurance Agency](#).

Signed and dated this day of April 29, 2021, by _____, as the duly authorized representative of the Indemnitor, the [Upshur County Commission](#).

Signed and dated this day of April 29, 2021, by _____, as the duly authorized representative of the Indemnitor, [USI Insurance Services](#)

Region VII Planning and Development Council

P.O. BOX 849 • 21 EAST MAIN STREET • SUITE 102 • BUCKHANNON, WV 26201
PHONE: (304) 472-8584 • FAX (304) 472-8590



To: Lewis County Commission, Upshur County Commission, Town of Burnsville, and Town of Davis

RE: April 2021—Acknowledging Fair Housing Month

Governor Jim Justice has proclaimed April as Fair Housing Month for the State of West Virginia. As a recipient of a Small Cities Block Grant (SCBG), you must take this opportunity for your community to affirmatively further fair housing and comply with this SCBG regulation.

You should have received a memo dated April 7, 2021 from the WV Development Office outlining examples of how you can comply with this requirement (enclosed for your reference). You may already have some of these examples in place, and if so, please revisit, update, and add to these efforts. Below, I am providing you with a summary of examples for you to complete to further your efforts and comply with this SCBG mandate:

1. **At your next regularly scheduled meeting, declare April as Fair Housing Month in the form of the attached resolution.**
2. Add to your letterhead and email signatures: "City/Town/Commission is an Equal Opportunity Employer (EOE)" and "This community supports Fair Housing practices".
3. Utilize the Equal Housing logo in all your general publications, ads, and communications. You can download this logo from the HUD website:
<http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>
4. Download and prominently display posters and brochures found on the HUD website:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/marketing

On your behalf, our office will be placing an advertisement/press release in your local paper as a public notice to show that your County/City is a fair housing community and promotes equal housing opportunities. This notice will be in the papers within the next couple of weeks.

Please complete these items as soon as possible and send our office a copy/statement of all the requirements you completed so we can include these in the project files. If you should have any questions or comments regarding this matter, please feel free to contact our office.

Sincerely,

Shane Whitehair
Executive Director

UPSHUR COUNTY COMMISSION

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

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

TDD Numbers
Business: 472-9550
Emergency: 911

FAIR HOUSING RESOLUTION

Whereas, the Upshur County Commission desires to give meaning to the guarantees of equal rights contained in the Constitution and laws of this State and the United States, and to encourage and bring about mutual self-respect and understanding among all citizens and groups in Upshur County; and,

Whereas, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to deny housing to any person because of race, color, religion, sex, or national origin; and,

Whereas, under the West Virginia State Fair Housing Law, Title 49-2-305, MCA, it is illegal to deny housing to any person because of race, sex, religion, color, age, physical or mental handicap or national origin;

Therefore, be it resolved the Upshur County Commission in West Virginia makes a firm commitment to do all within its power to eliminate prejudice, intolerance, disorder and discrimination in housing.

Therefore, be it also resolved that a Fair Housing Law poster, which has the "Equal Housing Opportunity" logo, will be displayed at the Upshur County Courthouse.

Therefore, be it also resolved that the following procedures will be used to accomplish the purpose of the aforementioned resolution:

1. The Upshur County Commission shall inform all County employees of the County's commitment to fair housing.
2. The Upshur County Commission will post this resolution in County buildings and other public places and publicize it.
3. The Upshur County Commission shall direct all employees to forward immediately to the Commission President any reports they receive of housing discrimination.
4. The President of the Commission shall forward such complaints to the West Virginia Human Rights Commission, 1321 Plaza East, Room 108A, Charleston, West Virginia, 25301-1400, within 10 days of receipt of said complaint.

Now, therefore it be resolved that the Upshur County Commission does hereby proclaim April 2021 as Fair Housing Month.

Kristie G. Tenney, Commission President

Date



West Virginia Strawberry Festival

Association Inc.

Carrie Mills
2021 WVSF Berry Bandit Poker Run
PO BOX 117
Buckhannon, WV 26201

The West Virginia Strawberry Festival has served West Virginia for over 79 years. Annually, we welcome 100,000+ fun-seekers to over a week of 75+ events. This year, our goal is to make our festival more successful than ever.

The 2021 West Virginia Strawberry Festival is going to be a little different this year, with it only being May 13-16 due to COVID restrictions. On May 08, 2021 we will host the 2nd Annual WVSF Berry Bandit Poker Run..

We think our efforts would go even farther with YOU as our official event sponsor. In this role, you would provide a donation or sponsorship amount, and in turn we would promote you as an official event sponsor of our poker run.

With your partnership, we're sure to achieve this year's goal and serve the 2021 West Virginia Strawberry Festival well.

If you are interested in being an official event sponsor, please reach out to Carrie Mills (304) 439-0994. We look forward to a successful partnership!

Sincerely,
Carrie Mills
2021 WVSF Berry Bandit Poker Run

WVSF is
requesting
2-10 day
pool passes





April 8, 2021

Upshur County Commission
91 West Main Street
Buckhannon, WV 26201

RE: Upshur County Commission Appointment to the Upshur County CVB Board of Directors

Dear Commission Members,

Based on the Upshur County CVB's by-laws, the Upshur County Commission may appoint a tourism representative to our Board of Directors. This seat has previously been filled by Jonathan Teets; however, Mr. Teet's term has been fulfilled, and a new representative must be placed.

It is the Commission's responsibility to appoint a representative to fill the vacancy, to serve July 1, 2021 – June 30, 2024.

Please indicate Commission's decision in the space below by May 31st and return this form to the address below.

Appoint the following as the Upshur County Commission Tourism Representative:

Should you have any questions, please contact our office at any time.

Sincerely,

Laura B. Meadows
Executive Director
PO Box 817 | 14 E. Main Street
Buckhannon, WV 26201
304.473.1400
lmeadows@VisitBuckhannon.org

Case Manager

The 26th Judicial Circuit Community Corrections program is hiring for a full- time case manager position, 40 hours per week. Starting pay is \$15/hour. Duties will include, but are not limited to, answering phone calls, creating correspondence, assisting with drug screening and transportation, scheduling client services, and other general office duties. Bachelor's degree is preferred but not required, a valid driver's license, and have the ability to interact well with others and pass a criminal background check.

- Schedules counseling appointments
- Arranges community service
- Updates BIPPS attendance sheet weekly
- Performs intakes for BIPPS clients
- Takes in home confinement money
- Assists in routine monitoring of home confinement clients
- Answers phones
- Supervises drug screening
- Administers the LSCMI case assessment tool
- Attends trainings as required by Community Corrections Subcommittee
- Prepares routine office documentation
- Enters all case information into database
- Provides testimony for court purposes

Individuals may obtain an application from the Office of the Upshur County Commission located at 91 W. Main Street, Suite 101 Buckhannon, WV 26201 during normal business hours of 8:00 am until 4:00pm., Monday through Friday, or at the Upshur County Day Report Center at 43 WBUC Rd Buckhannon, WV 26201, between 8:00 am and 4:00pm., Monday through Friday or at the Lewis County Day Report Center at 111 Court Ave, Weston, WV 26452 between 8:00 am and 4:00pm., Monday through Friday. Applications must be received at the Upshur County Day Report Center or the Lewis County Day Report Center on or before the close of business on May 7, 2021.

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

Please do not make phone inquiries about this position

Employment with Upshur County is available to all qualified applicants without regard to actual or perceived race, creed, color, national origin, sex, gender identity, sexual orientation, disability, age, or handicap. Upshur County has established a drug free and tobacco free work environment.

THE COMMISSION OF UPSHUR COUNTY, WEST VIRGINIA
INTERNAL PURCHASING POLICY

Pursuant to WV Code §7-1-11(a), the Upshur County Commission may make a purchase of commodities and printing of fifteen thousand dollars (\$15,000) or less in the open market; however, the purchase of or contract for commodities and printing over fifteen thousand dollars (\$15,000) shall be based on competitive bids, except in case of emergency, unless the purchase is on the State Bid or approved via a WV Purchasing Division Direct Award Posting. Per the authority vested by WV Code §7-1-11(b), the Upshur County Commission adopts the following policy regarding purchases:

1. Department Supervisors have authorization to make purchases up to \$500 without obtaining permission, if the expense is within their approved annual budget.
2. Department Supervisors must seek verbal authorization from the County Administrator prior to making purchases between \$500-\$1000. The County Administrator may only give authorization for purchases that are within the Department Supervisors annual budget.
3. Department Supervisors, or the County Administrator on their behalf, must present purchases in excess of \$1000, or any purchase in excess of the funds allocated to any expenditure line within their annual budget, to the Commission for consideration.
4. Purchasing cards are the preferred method of payment for all county purchases. If purchasing cards are not an acceptable form of payment, a request for payment must be submitted to the County Clerk's Office. Requests for payment shall include the Vendor name and address, amount of the payment request and budget line for the expenditure; an invoice and W9 must accompany requests for payment. Check processing may take up to 14 calendar days, or more in the event of a cancelled Commission Meeting.
5. Purchases using a purchasing card require the completion of a procurement log. Procurement logs must be signed by the purchaser and Department Supervisor and include original copies of the itemized invoice, credit card receipt and packing slip/proof of delivery. Each Department Supervisor is responsible for approving invoices prior to payment and is further responsible for confirming goods and/or services are actually received. Any purchase made without following proper procedures, authorization or adequate supporting documentation, may be subject to non-payment. Procurement logs are presented to the Commission for final approval on a bi-weekly basis and require a majority of Commission signatures for approval.
6. The Upshur County Commission hereby designates the County Clerk's Office to act on behalf of the Upshur County Commission in the issuance, assignment and management of

purchasing cards. Department Supervisors may contact the Bookkeeper to make requests for additional users or cards within their office. Please refer to the **attached** Purchasing Card Policy for specific guidance for using procurement cards.

PURCHASES EXCEEDING \$15,000.00

The purchase of, or contract for, commodities and printing over fifteen thousand dollars (\$15,000) must be based on competitive bids, unless the purchase is on the State Bid or approved via a WV Purchasing Division Direct Award Posting. Pursuant to WV Code §7-15-16, bids shall be sought by advertising as a Class II-0 legal advertisement in at least one local newspaper and sealed bids shall be opened in a scheduled meeting of the County Commission. The County Administrator or Assistant County Administrator will assist Department Supervisors in drafting and advertising Request for Proposals (RFPs). An Affidavit of Publication shall be kept on file for all purchases solicited through the advertisement of an RFP. The lowest bid meeting specification must be awarded the contract unless an exception is made due to extraordinary circumstances, such as failure to remit all required documentation. A Verbal Bid Quotation Summary form is **attached** for use and must be signed by a quorum of Commissioners. Department Supervisors, or their designee, are required to attend the Commission Meeting in which a contract or purchase in excess of fifteen thousand dollars (\$15,000.00) is being considered.

CONTRACTS

Under WV Code, in order for the Upshur County Commission to enter into a multi-year contract, the following language must be included:

“Pursuant to W.Va. Code §11-8-26, the Commission reserves the right to terminate this contract within thirty (30) days of laying the levy for the aforementioned fiscal years if funds are not appropriated for the project. The Commission shall provide such notice of termination in writing to the Vendor”.

CONSTRUCTION CONTRACTS

Pursuant to WV Code §5-22-1(c), the Upshur County Commission shall, except as provided in this section of code, solicit for competitive bids for every construction project exceeding \$25,000 in total cost. All bids submitted pursuant to Chapter 5 of this code shall include a bid bond or other surety as approved by the State of West Virginia or its subdivisions. Final payment will be held for construction contracts until a Certificate of Good Standing, **attached**, is received for the Vendor from the State Tax Department. Furthermore, the Upshur County Commission follows

the requirements set forth in the WV Code §5-22-1, referred to as the West Virginia Fairness in Competitive Bidding Act.

EMERGENCY PURCHASES

All emergency purchases in excess of the purchasing limits listed above or in excess of any expenditure line within a Departments annual budget must be requested through the County Commission. The County Commissioners may be contacted via email, home phone or cellular phone. In the event of a declared emergency, purchases shall be made in accordance with the Upshur County Continuity of Operations Plan (COOP).

AVAILABILITY OF FUNDS

Any and all purchases are dependent upon whether or not sufficient funds are available within the budget appropriated by the County Commission. If necessary, Budget Revisions must be submitted and approved by the West Virginia State Auditor's Office prior to an expenditure being made in excess of appropriations within the annual budget.

COST CONSCIOUSNESS / PURCHASING PROCEDURES (R21)

As all employees know, the County operates on tax dollars. Using equipment improperly, excessive ordering, and wasting supplies are all examples of inefficiency. Employees should be cost conscious to promote the most efficient operation of the County government.

Please refer to the Purchasing Card Procedures Handbook dated July 2010. In order to obtain a purchasing card, the Department Supervisor / Elected Official must request one from the County Bookkeeper on the employee's behalf. Upon the Upshur County Commission's approval of an employee's resignation or termination of employment, purchasing cards will be deactivated and must be returned to the Department Supervisor / Elected Official promptly. It is the Department Supervisor / Elected Official's responsibility to make arrangements with the County Bookkeeper for at least one employee in each Department to participate in purchasing card training. (R21)

Bidding procedures outlined in WV State Code §7-1-11 must be utilized when making a purchase of commodities and printing in excess of \$15,000, unless the purchase is on the State Bid or approved via a WV Purchasing Division Direct Award Posting. The Upshur County Commission also requires the execution of an Affidavit of Non-Collusion (found in the Appendix), for all bidding contracts. (R21)

All contracts and lease agreements must be reviewed and approved by the Upshur County Commission. (R22)

During an emergency declared by the Upshur County Commission, emergency purchases may be made without following the guidelines above per WV Code §7-1-11. (R21)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
FRONTIER COMMUNICATIONS)	Case No. 20-22476 (RDD)
CORPORATION, <i>et al.</i> , ¹)	
)	
Debtors.)	(Jointly Administered)
)	

**NOTICE REGARDING (A) EXECUTORY
CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED
BY THE DEBTORS PURSUANT TO THE PLAN, (B) CURE AMOUNTS,
IF ANY, AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH**

PLEASE TAKE NOTICE THAT on August 21, 2020, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Fifth Amended Joint Plan of Reorganization of Frontier Communications Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 984] (the “Plan”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”).²

PLEASE TAKE FURTHER NOTICE THAT on August 27, 2020, the Court entered an order confirming the Plan. *See Findings of Fact, Conclusions of Law, and Order Confirming the Fifth Amended Joint Plan of Reorganization of Frontier Communications Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1005] (the “Confirmation Order”).

PLEASE TAKE FURTHER NOTICE THAT, pursuant to Article V.A of the Plan, each of the Debtors’ Executory Contracts and Unexpired Leases not previously assumed or rejected will be deemed assumed as of the Effective Date, other than any Executory Contract or Unexpired Lease that: (1) was previously assumed, assumed and assigned, or rejected by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to assume, assume and assign, or reject Filed on or before the Confirmation Date that is pending on the Effective Date; or (4) is designated specifically, or by category, as an Executory Contract or

¹ The last four digits of Debtor Frontier Communications Corporation’s tax identification number are 9596. Due to the large number of debtor entities in these chapter 11 cases, for which the Court has ordered joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.primeclerk.com/ftc>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 50 Main Street, Suite 1000, White Plains, New York 10606.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases.³ **If you are not a counterparty to an Executory Contract or Unexpired Lease with a Debtor, you may disregard this notice.** The purpose of this notice is to provide information regarding the amount and timing of payment of Cure to the counterparties to the Executory Contracts or Unexpired Leases that will be assumed pursuant to the Plan and to ensure that all potential counterparties to an Executory Contract or Unexpired Lease have an opportunity to address any related concerns informally with the Debtors in advance of the Effective Date.

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code provides that “[i]f there has been a default in an executory contract or unexpired lease of the debtor, the [debtor in possession] may not assume such contract or lease unless, at the time of assumption of such contract or lease, the [debtor in possession] . . . cures, or provides adequate assurance that the [debtor in possession] will promptly cure, such default . . .” Accordingly, the Debtors have reviewed their books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed on **Exhibit A** (for pole attachment counterparties), **Exhibit B** (for carrier service counterparties), **Exhibit C** (for real estate lease counterparties), and **Exhibit D** (for other trade agreements) attached hereto. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtors believe that there is no cure amount outstanding for such contract or lease. Counterparties may be listed on more than one exhibit, so please review all exhibits carefully.

PLEASE TAKE FURTHER NOTICE that, pursuant to Article V.D of the Plan, any counterparty to an Executory Contract or Unexpired Lease that believes it is entitled to a Cure payment that is not listed on **Exhibit A**, **Exhibit B**, **Exhibit C**, or **Exhibit D** hereto shall have until thirty days after the Effective Date, which is presently expected to occur early in the second quarter of 2021, to bring forth and File a request for payment of Cure or an objection to a proposed assumption. Upon the occurrence of the Effective Date, the Debtors will send a separate notice that identifies that the Effective Date has occurred.

PLEASE TAKE FURTHER NOTICE THAT absent the identification of a dispute, the monetary amounts required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified on **Exhibit A**, **Exhibit B**, **Exhibit C**, and **Exhibit D** hereto will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by the Debtors in cash on, or as soon as practicable following, the Effective Date.

³ Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the *Amended Schedule of Rejected Executory Contracts and Unexpired Leases* [Docket No. 1309], **Exhibit A**, **Exhibit B**, **Exhibit C**, or **Exhibit D** attached hereto, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder. Further, the Debtors expressly reserve the right to (a) remove any Executory Contract or Unexpired Lease from the Schedule of Rejected Executory Contracts and Unexpired Leases and assume such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Effective Date, and (b) contest any Claim asserted in connection with rejection of any Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT payment of disputed Cure amounts will be made following the entry of a Final Order(s) resolving the dispute and approving the proposed assumption.

PLEASE TAKE FURTHER NOTICE THAT any objection by a contract or lease counterparty to a proposed assumption must be Filed with the Court on or before thirty days after the Effective Date. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption. Any objection to a proposed assumption will be scheduled to be heard by the Court at the Reorganized Debtors' first scheduled omnibus hearing after which such objection is timely filed. If an objection to the proposed assumption is sustained by the Court, the Debtors may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it. The Debtors may settle any dispute regarding the amount of any Cure Claim without any further notice to any party, or any action, order, or approval of the Court.

PLEASE TAKE FURTHER NOTICE THAT any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to Article V.D of the Plan, in the amount and at the time dictated by the Debtors' ordinary course of business or upon and in accordance with any resolution of a Cure dispute (whether by order of the Court or through settlement with the applicable Executory Contract or Unexpired Lease counterparty), shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Court.

PLEASE TAKE FURTHER NOTICE THAT, notwithstanding anything to the contrary in this notice or any of the exhibits attached hereto, nothing in this notice or any of the exhibits attached hereto shall be deemed: (a) an admission as to the validity of any prepetition claim against any of the Debtors; (b) a waiver of the Debtors' right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (e) a waiver or limitation of the Debtors' rights or the rights of any other person under the Bankruptcy Code or any other applicable law. The Plan and the Schedule of Rejected Executory Contracts and Unexpired Leases will govern which Executory Contracts and Unexpired Leases are assumed or rejected. The rights of all parties are reserved to the extent a payment amount differs from the amounts listed in Exhibit A, Exhibit B, Exhibit C, or Exhibit D attached hereto, and such amounts remain subject to adjustment until paid.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Plan, the Plan Supplement, or any other document filed in these chapter 11 cases, you should contact Prime Clerk LLC, the Solicitation Agent retained by the Debtors in these chapter 11 cases by: (a) calling the Debtors' restructuring hotline at 877-433-8020 (toll-free) or 646-442-5842 (international); (b) visiting the Debtors' restructuring website at: <https://primeclerk.com/ftt>; and/or (c) writing to Prime Clerk LLC, Attn: Frontier Communications, Ballot Processing, c/o Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165.

You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER
at: <http://www.nysb.uscourts.gov>.

Dated: April 7, 2021
New York, New York

/s/ Stephen E. Hessler

Stephen E. Hessler, P.C.
Mark McKane, P.C. (admitted *pro hac vice*)
Patrick Venter

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

- and -

Chad J. Husnick, P.C.
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Counsel to the Debtors and Debtors in Possession

Contact Information: If you have any questions regarding these procedures, you can contact the Debtors' legal representatives at FTRClaims@kirkland.com. Questions regarding cure amounts can be directed to the Debtors' financial advisor at FTRClaims@FTIConsulting.com.

Please note that a full copy of Docket No. 1737 and the relevant Exhibits A-D can be found at <https://cases.primeclerk.com/ftt/Home-DocketInfo>

Proclamation

by Governor Jim Justice

- Whereas,** the West Virginia Legislature enacted the West Virginia Human Rights Act in 1961, prohibiting discrimination in employment and in places of public accommodations based on race, religion, color, national origin, ancestry, sex, age, blindness, or disability; and
- Whereas,** in 1992, the West Virginia Legislature enacted the Fair Housing Act which prohibits discrimination in housing accommodations or real property based on race, religion, color, national origin, ancestry, sex, blindness, disability, or familial status; and
- Whereas,** the denial of these rights to properly qualified persons by reason of race, religion, color, national origin, ancestry, sex, age, blindness, disability, or familial status is contrary to the principles of freedom and equality of opportunity and is destructive to a free and democratic society; and
- Whereas,** the West Virginia Human Rights Act created the West Virginia Human Rights Commission to implement and enforce the provisions of the Act, as well as to encourage and endeavor to bring about mutual understanding and respect among all racial, religious, and ethnic groups within the state; and
- Whereas,** the West Virginia Human Rights Commission strives to eliminate all discrimination in employment, places of public accommodations, and housing; and
- Whereas,** the West Virginia Human Rights Commission works cooperatively with government agencies, community and civic organizations and representatives of minority groups to promote programs and campaigns devoted to the achievement of tolerance, understanding, and equal protection of the law; and
- Whereas,** the Commission continues in its power and authority under West Virginia law to perform the functions and services as prescribed by law and reaffirms its mission to the citizens of West Virginia; and
- Whereas,** 2021 marks the 60th Anniversary of the West Virginia Human Rights Act and April 2021 marks the 53rd Anniversary of Title VIII of the Civil Rights Act of 1968, known as the Civil Rights Fair Housing Act; and
- Whereas,** the Fair Housing Amendments Act of 1988 added new rights, remedies, and monetary penalties, as well as strengthened its enforcement procedures; and
- Whereas,** the Fair Housing Amendments Act seeks to provide equal housing opportunities, to affirmatively further housing choices, to eliminate legal barriers to equal housing, and to emphasize equal housing as a fundamental human right for all; and
- Whereas,** the West Virginia Human Rights Commission fully supports the intent and purpose of the Federal Fair Housing Act and follows policies and practices in order to achieve its goal.

Now, Therefore, Be it Resolved that I, Jim Justice, Governor of the Great State of West Virginia, do hereby proclaim **April 1, 2021** as:

West Virginia Human Rights Day

and do hereby proclaim **April 2021** as:

Fair Housing Month

in the Mountain State and encourage all citizens to join me in this observance.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of West Virginia to be affixed.

Done at the Capitol, City of Charleston, State of West Virginia, this the Fifteenth day of March, in the year of our Lord, Two Thousand Twenty-One, and in the One Hundred Fifty-Eighth year of the State.



Jim Justice
 Jim Justice
 Governor

By the Governor:

Mac Warner
 Mac Warner
 Secretary of State

REQUEST FOR PROPOSALS

**Upshur County Former Jail Facility Project
Roof and Gutter Replacement
Project No.: 18cyc Upshur18 CY2021 49
March 25, 2021
Revised April 20, 2021**



Upshur County Commission

91 West Main Street, Suite 101
Buckhannon, WV 26201
304-472-0535

www.upshurcounty.org

Request for Bids ----->	
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WV Request for Statement of Good Standing ----->	
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Invitation for Bids
Roof replacement

Publish: Tuesday, March 30th and April 6th

Project Location: Upshur County Former Jail Facility located directly behind the Courthouse at 12 South Locust Street, Buckhannon.

The Upshur County Commission is seeking bids for the furnishing of labor, materials and performance of all work set forth in the Request for Proposals. Bid proposals shall include materials, labor, equipment, insurance, taxes, bonds, fees, testing and similar construction related expenses for a complete roof replacement. Work shall adhere to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. A scope of work will be provided during the pre-bid site visit and may also be obtained online at http://www.upshurcounty.org/government/commission_office/bid.php. Questions can be directed to Greg Harris, Facilities Director, at (304) 472-6717.

MANDATORY PRE-BID SITE VISIT: A mandatory pre-bid site visit at the former jail facility (12 South Locust Street) will be held on Monday, April 12, 2021 at 2:00 p.m. Only those individuals/contractors whom visit the site for an initial inspection of the area will be permitted to submit a bid.

The complete proposal must be submitted in a sealed package marked "Upshur County Former Jail Facility Project" and received at the Upshur County Administrative Annex by 4:00 p.m. on Monday, ~~April 26, 2021~~ **May 3, 2021**. In order to be considered, prospective firms must submit one (1) original proposal and one (1) additional copy in the required format to: Upshur County Commission, c/o Tabatha Perry, 91 W Main St, Suite 101, Buckhannon, WV 26201. Proposals received by this deadline will be opened, reviewed, and read aloud by the Upshur County Commission at 9:15 a.m. on Thursday, ~~April 29, 2021~~ **May 6, 2021**.

All bidders are required to have a valid West Virginia Contractor's License per Section §21-11-11 of the W.Va. Code. Successful bidder will be required to furnish all documentation listed before work may commence

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. This project is being made possible by generous support of the West Virginia Courthouse Facilities Improvement Authority.

Selection Schedule

March 26, 2021	RFP document available from Owner
May 3, 2021 April 26, 2021	Proposals received by Owner no later than 4 p.m.
May 6, 2021 April 29, 2021	Opening of the sealed bids and anticipated selection of contractor

Description of Project

The building is located directly behind the main Courthouse and renovations to the jail portion of the building took place between 1980 and 1981. The structure has been painted several times over the years; however, to the best of our knowledge, the existing roof system is over 20 years old. Over the past several years, the county maintenance department has patched the roof; however, leaks continue to form. The flashing appears to be made of copper and the shingles to be of asphalt material. The existing gutters and downspouts are antiquated and also continue to deteriorate. This structure is also a contributing property to the Downtown Buckhannon District within the National Register of Historic Places.

Scope of Work

The Upshur County Commission is soliciting proposals from qualified and experienced contractors to furnish labor, materials and performance of all recommendations set forth in the below scope of work. The project must be completed by November 1, 2021 and shall adhere to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. The Commission has received the below recommendations for the rehabilitation of the former jail facility:

- (1) After being inspected and tested for the presence of asbestos by WV licensed Asbestos Inspector, **Robbie Smith, it has been determined the existing roof does not contain asbestos. There is only felt paper and shingles.**
- (2) Approximately 4,400 square feet of existing shingles and flashing need to be removed and disposed of off the premises. **This project does not include the front arcaded porch or the side canopy porch covering the ramp.**
- (3) After inspecting the wood sheathing, repairs will be made if damage is present.
- (4) The existing transite siding on the four gable dormers will be removed and properly disposed of **by a properly licensed asbestos contractor, in accordance with the WV Asbestos Licensure Law, either employed by the company or subcontracted by the prime contractor. This area shall then be covered with asphalt fiberglass shingles with a slate-like appearance**
- (5) New waterproof underlayment will be placed over the entire roof.
- (6) Ice and water guard will be installed at the eaves, valleys, hips and tied into the dormers to eliminate the chance of leaks in those areas. All penetrations will

- be properly flashed and sealed per NRCA recommendations.
- (7) Aluminum drip edge will be installed.
 - (8) Asphalt fiberglass shingles with a slate-like appearance that meet or exceed the following requirements shall be provided and installed:
 - a) ASTM E 108/UL 790 Class A Fire Resistance
 - b) ASTM D 3161/UL 997 Wind Resistance
 - c) ASTM D 3462
 - d) UL 2390/ ASTM D6381 Class H Wind Resistance
 - e) NYC-MEA-120-79-M
 - f) CSA Standard A 123.5-98 (&-05)
 - g) Lifetime Limited Warranty
 - h) Color to be selected by Owner from Manufacturer's standard range
 - (9) All spouting will be replaced with new six-inch white seamless aluminum gutters and 3 x 4 white aluminum downspouts.
 - (10) The fascia located on the gable dormers will be inspected and repaired, if needed. If no repairs are needed the fascia will be wrapped in aluminum.
 - (11) Replacement of the two ridge vents with vents similar to the pre-existing.

The present exterior should maintain its existing appearance.

This project is not subject to Prevailing Wage Rates.

This Request for Proposal (RFP) provides site background information and describes required information to enable qualified contractors to prepare and submit responsive proposals consistent with the required proposal format. The purpose of this specification is to solicit complete and comprehensive proposals from qualified and experienced contractors for the provision of the requested scope of services. Responsive proposals in the required format will enable the Upshur County Commission the ability to select a contractor to provide the requested services. To be considered responsive, sealed proposals must be submitted to the Upshur County Commission at the place and time specified herein and must provide all of the required information relative to content and format specified herein.

Bid Guarantee

Each bidder shall deposit with the bid, a guarantee for not less than ten percent (10%) of the aggregate amount of the base bid. In lieu of the Bid Bond and Performance Bond, the vendor may provide certified checks, cashier's checks or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. Personal or business checks are not acceptable.

Security for Faithful Performance

Simultaneously with the delivery of the executed contract, the Contractor shall furnish a performance

bond or bonds as security for faithful performance of the contract and for the payment of all persons performing labor on the project. The surety on such bond or bonds shall be from a duly authorized surety company satisfactory to the Owner.

Non-Discrimination in Contracts

The Upshur County Commission prohibits the discrimination of any person based upon actual or perceived race, color, national origin, sex, religion or age. This project is subject to all non-discrimination requirements under federal and state law.

Mandatory Pre-Site Visit

A mandatory pre-bid site visit at the former jail facility (12 South Locust Street) will be held on Monday, April 12, 2021 at 2:00 p.m. Only those individuals/contractors whom visit the site for an initial inspection of the area will be permitted to submit a bid.

Proposal Format

Proposals must be prepared and submitted in the following format:

- **Identification**
Name of company, including phone number, fax number, and mailing and electronic addresses and lead contractor that would be assigned to the project.
- **Qualifications and Experience of the Firm**
 - a. A brief summary of the contractor's qualifications and capabilities.
 - b. Past project experience including summaries of at least three (3) relevant projects and scopes of work, as well as client contact information.
 - c. Proposal must identify those work elements to be subcontracted and the firm/individual subcontractor. All subcontractors shall be included in the applicant's statement of qualifications.
 - d. Description of the approach that will be used to complete the tasks described in this scope of work.
- **Preliminary Project Schedule**
 - a. Provide a proposed timeline for the commencement, duration and completion of this project.

- Fee Schedule
 - a. Basis of Bid Pricing Sheet, attached.
 - b. Include standard billing rates and any unlisted project requirement components. Must include a written listing of all assumptions used to prepare price quotations. **If possible, identify suggested products to be used: include manufacturer's product name, make or model number and physical properties, appearance, and other characteristics of the specified product.**
- Contractor shall furnish any and all requested and/or required documentation, including but not limited to the following:
 - Business License
 - Contractor's License
 - Certificate of Insurance - at least \$1,000,000 liability limit with Upshur County Commission named as an additional insured
 - Certificate of Coverage of Workers' Compensation or Approved Waiver
 - Bid bond in the amount of ten percent (10%) of the proposal. The bond shall be issued by an insurance company licensed to do business in West Virginia or in the form of a certified check, cashier's check or irrevocable letter of credit. Upon award of the contract, the bid bond will be returned and a performance bond must be obtained and filed with the Upshur County Commission.
 - Affidavit of Non-Collusion
 - Proof that all municipal business and occupation taxes levied or accrued against the contractor have been paid and a certificate of good standing from the Tax Commissioner are required before the final payment will be made, pursuant to WV Code §11-10-11(d).
 - Any Additional Documentation as Required by the Owner

The selected contractor will be required to enter into an agreement with the Upshur County Commission which will include the requirements of this RFP as well as other requirements. By submitting a proposal, the bidder agrees to all of the terms in this RFP.

The selected contractor will ensure that all work is conducted in accordance with federal, state and local laws and regulations.

Submission

Interested firms shall submit one original and one copy of their proposal in a sealed envelope to:

Upshur County Commission
c/o Tabatha Perry
Former Jail Facility Project
91 W Main Street, Suite 101
Buckhannon, WV 26201

Proposals must be received no later than 4:00 p.m. on Monday, ~~April 26, 2021~~ May 3, 2021.

Submittals that are not received at the designated address on or before the specified deadline will not be accepted. Neither facsimile nor electronic transmissions will be accepted.

Evaluation Criteria

All proposals which are deemed fully responsive to this RFP will be evaluated. To be deemed fully responsive, attendance at the pre-bid meeting as specified above, proposals must be submitted to the Upshur County Commission in the format specified and prior to the deadline at the address specified above. After receipt, proposals will be reviewed for responsiveness on Thursday, April 29, 2021 during the regularly scheduled Commission Meeting held in the Commission Meeting Room located at 38 West Main Street, Room 301, Buckhannon, WV 26201.

The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Bid Pricing Sheet contains alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

The Upshur County Commission reserves the right to reject any and all proposals.

Additional Information

This solicitation for proposals is not a contract nor commitment of any kind.

The Upshur County Commission is not liable for costs nor expenses incurred in the preparation of the bidder's proposal. Notwithstanding any other provision herein, the Upshur County Commission reserves the right in its sole discretion to waive minor technical deficiencies in the proposals.

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on Upshur County Commission.

The Upshur County Commission may request clarification and additional information from any proposer.

The Commission may require up to 30 days after opening the proposals to award the contract.

Questions regarding this RFP may be directed to Tabatha R. Perry, Assistant County Administrator at trperry@upshurcounty.org or (304) 472-0535 ext. 2 or Greg Harris, Facilities Director, at (304) 472-6717.

Bid Pricing Sheet

Bidder will complete work in accordance with the bidding documents for the following bid price:

Item	Price (\$)
Unit prices for material: _____ Underlayment _____ ice & water guard _____ aluminum drip edge _____ asphalt fiberglass shingles for roof and dormers _____ aluminum fascia covering _____ Other:	
Unit prices for material: _____ six-inch white seamless aluminum gutters _____ 3 x 4 white aluminum downspouts	
Unit prices for material: _____ 2 ridge vents	
Rental Fees (if applicable)	
Contractor's Fee Include removal and disposal of existing roof material, installation of new material	
Asbestos removal and disposal – siding on the gable dormers only	
Allowances: Contingencies for replacement of wood sheathing Other:	
B&O Taxes (if applicable)	
Other	

Alternates (if applicable)	
Subtotal	
Total	

Assumptions, if any, on which the guaranteed maximum price is based:

SELECTION OF ALTERNATES: Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Contract.

The bidder agrees to perform all of the work as shown on the drawings for the Upshur County Former Jail Facility Roof and Gutter Replacement for the single lump sum price of: _____ (\$_____). Bidder acknowledges Allowances are included in the Base Bid _____ (initial).

Contractor's Representations

The undersigned bidder certifies that they have:

1. Familiarized themselves with this RFP, *Secretary of the Interior's Standards for the Treatment of Historic Properties* and agree to provide the required services in accordance with this proposal and all attachments.
2. Visited the site, is familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
3. Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.
4. Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

Date: _____

By: _____

Signature of Person Authorized to Sign

Name of Person Authorized to Sign

Company Name

Company Address and Telephone Number

Contractor's Certification of Eligibility

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

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

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

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

Signature

Date

Affidavit of Non-Collusion

Upshur County, WV
Upshur County Former Jail Facility Project

State of _____
County of _____

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

Said vendor has not, either directly or indirectly, entered into any agreement, participated in
any collusion or otherwise taken any action in restraint of free competitive bidding in connection with
the Upshur County Former Jail Facility Project in Upshur County, WV.

Vendor

Name and Title of authorized representative

State of _____
County of _____

The foregoing affidavit was acknowledged before me this ____ day of _____, 2021
by _____ representative for _____.

Notary

Commission expiration date

(seal)



COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____, _____.

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Clear All Fields On This Form

GSR-01

Rev. 11/15

West Virginia

Request for Statement of Good Standing

West Virginia
State Tax
Department

Taxpayer Identification Number _____

Complete Business Name _____

Business Location _____

Mailing Address _____

Street

City

State

Zip

TYPE OF BUSINESS (CHECK ONE):☐ Partnership☐ Sole Ownership☐ Corporation/LLC☐ Other

I understand that in the event that this business is not in good standing with the Tax Department I will be notified in writing as to what tax returns or tax payments are considered not filed or paid and who to contact with any questions regarding that situation.

By signing this Request for Statement of Good Standing, I certify under penalty of perjury that I am the taxpayer or the taxpayer's authorized representative and am entitled to receive the result of this request.

If you are a CPA or Attorney completing this Request for Statement of Good Standing for a business of which you are not a principle, a principle of the business must ALSO sign this request as the taxpayer.

If you are authorizing release of information for someone who is not a CPA or Attorney, this form must be notarized.

Taxpayer Signature	Title	Date
--------------------	-------	------

Print Name	Phone	E-mail
------------	-------	--------

CPA/Attorney Signature	Title	Date
------------------------	-------	------

Print Name	Phone	E-mail
------------	-------	--------

Signature of person other than taxpayer, CPA, or attorney (Form must be notarized).	Title	Date
---	-------	------

Print Name	Phone	E-mail
------------	-------	--------

State of West Virginia

County of -- Select --, to-wit,

This day appeared before me, the undersigned notary public _____, who
acknowledge under oath the signature above.

_____, Notary public

My commission expires: _____ Date

If you would like the response faxed to you, enter the fax number including area code

Name of person fax is to be addressed to: _____

Send this request to:**Phone Numbers:**

West Virginia State Tax Department
ATTN: TPS – Administrative Support
PO Box 885
Charleston, WV 25323-0885
Fax # (304) 558-8643

(304) 558-0678
(304) 558-8695
(304) 558-1114
(304) 558-0659

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

Date _____

THIS AGREEMENT is by and between the County Commission of Upshur County, West Virginia ("OWNER") and _____ ("CONTRACTOR") for the former sheriff's residence and jail roof replacement. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Section 1 – Work

Contractor shall complete all work as specified or indicated in written or oral form, which will include at least the following items:

- (1) After being inspected and tested for the presence of asbestos by a WV licensed asbestos inspector, it has been determined the existing roof does not contain asbestos.
- (2) Approximately 4,400 square feet of existing shingles and flashing need to be removed and disposed of off the premises. This project does not include the front arcaded porch or the side canopy porch covering the ramp.
- (3) After inspecting the wood sheathing, repairs will be made if damage is present.
- (4) The existing transite siding on the four gable dormers will be removed, and properly disposed of by a properly licensed asbestos contractor, in accordance with the WV Asbestos Licensure Law, either employed by the company or subcontracted by the prime contractor. This area shall then be covered with asphalt fiberglass shingles with a slate-like appearance
- (5) New waterproof underlayment will be placed over the entire roof.
- (6) Ice and water guard will be installed at the eaves, valleys, hips and tied into the dormers to eliminate the chance of leaks in those areas. All penetrations will be properly flashed and sealed per NRCA recommendations.
- (7) Aluminum drip edge will be installed.
- (8) Asphalt fiberglass shingles with a slate-like appearance that meet or exceed the following requirements shall be provided and installed:
 - i) ASTM E 108/UL 790 Class A Fire Resistance
 - j) ASTM D 3161/UL 997 Wind Resistance
 - k) ASTM D 3462
 - l) UL 2390/ ASTM D6381 Class H Wind Resistance
 - m) NYC-MEA-120-79-M
 - n) CSA Standard A 123.5-98 (&-05)
 - o) Lifetime Limited Warranty
 - p) Color to be selected by Owner from Manufacturer's standard range
- (9) All spouting will be replaced with new six-inch white seamless aluminum gutters and 3 x 4 white aluminum downspouts.
- (10) The fascia located on the gable dormers will be inspected and repaired, if needed. If no repairs are needed the fascia will be covered in aluminum.
- (11) Replacement of the two ridge vents with vents similar to the pre-existing.

Contractor shall verify and be responsible for all field dimensions and conditions and shall notify Owner of any discrepancies before proceeding with the project.

Contractor shall be responsible for paying all state and local B&O taxes.

Permits must be obtained prior to construction.

Section 2 – Time Period for Project Completion

Contractor shall coordinate work schedule with the Owner so as not to interfere or disturb ongoing building use and function. The project must be completed by November 1, 2021. Liquidated damages in the sum of one hundred fifty dollars (\$150) will be charged for each consecutive calendar day thereafter unless a written extension approval is provided. Written request for additional time required due to unforeseen delays will be considered only if submitted in writing within ten (10) calendar days of the event causing the delay.

Section 3 – Required Documentation from Contractor

Contractor shall furnish any and all requested and/or required documentation, including but not limited to the following:

- Business License
- Contractor's License
- Certificate of Insurance - at least \$1,000,000 liability limit with Upshur County Commission named as an additional insured
- Certificate of Coverage of Workers' Compensation or Approved Waiver
- Bid bond in the amount of ten percent (10%) of the proposal. The bond shall be issued by an insurance company licensed to do business in West Virginia or in the form of a certified check, cashier's check or irrevocable letter of credit. Upon award of the contract, the bid bond will be returned and a performance bond as security for faithful performance under this contract must be obtained and filed with the Upshur County Commission. The surety on such bond or bonds shall be from a duly authorized surety company satisfactory to the Owner.
- Affidavit of Non-Collusion
- Proof that all municipal business and occupation taxes levied or accrued against the contractor have been paid and a certificate of good standing from the Tax Commissioner are required before the final payment will be made, pursuant to WV Code §11-10-11(d).
- Any Additional Documentation as Required by the Owner

Section 4 – Sub-Contractor Restriction

Contractor shall not employ any sub-contractor to complete any work for any portion of this project without expressed written approval from the Owner. **The use of a subcontracted WV licensed asbestos contractor is exempt from this provision and does not require prior approval.**

Section 5 – Bid Price for Project

Bidder will complete work in accordance with the bidding documents for the following bid price:
\$_____.

Section 6 -- Change Orders

A Change Order is a written instrument signed by the parties stating their agreement upon a change in the work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the project time schedule, if any. Any work that is beyond the scope of the work specified for the project or that modifies the work specified for the project must be approved through a written Change Order signed by the parties evidencing their agreement. If the parties are unable to agree on the terms of a Change Order, the Contractor will proceed to perform the work without delay, and the Commission may issue a construction change directive or field work order to document the change and the basis on which work will proceed until the issue is resolved and an appropriate Change Order prepared and signed by the parties.

Section 7 – Payment Procedures

The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Owner. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly. Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Owner will review the payment allocation and may mandate changes that they believe are necessary. Owner shall have thirty (30) days from the date the invoice is received to issue payment, less any disputed charges. Preferred method of payment is MASTERCARD credit card.

Section 8 – Contractor's Representations

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

- 1) Contractor has examined and studied any documentation related to the scope of work for this project. Such documentation is sufficient to indicate and convey understanding for performance and furnishing of the work.
- 2) Work shall adhere to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.
- 3) Contractor has visited the sites and/or is familiar with and is satisfied as to the general or local site conditions that may affect cost, process and performance of the work.
- 4) Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.
- 5) Contractor shall be responsible for providing, erecting, bracing, shoring or in every way protecting their work in compliance with State and Local Codes, and all U.S. Occupational Safety and Health Administration (OSHA) Regulations. Contractor shall be responsible for the adequacy in performance of all temporary work, use utmost care to protect work in progress and upon removal protect all surrounding existing work.

- 6) Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

Section 9 – Miscellaneous

Successors and Assigns:

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

Severability:

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

Debris and waste removal:

Contractor will (1) remove debris, junk and trash from site (2) leave site in clean condition, ready for subsequent work and (3) clean up spillage and wind-blown debris from public and private lands.

This Agreement will be effective on the ____ day of _____, 2021.

OWNER:

County Commission of Upshur County

By: _____
Name: _____
Title: _____

Attest: _____

CONTRACTOR:

By: _____
Name: _____
Title: _____

Attest: _____

Address for Giving Notices:

Office of the Upshur County Commission

91 W. Main St, Suite 101

Buckhannon, WV 26201

Telephone: 304 / 472.0535

Facsimile: 304 / 473.2802

Address for Giving Notices:

Telephone:

Facsimile:

Greg Harris, Facilities Director (304) 472-6717



Upshur County Sheriff's Financial Statement

For Period Ending : **March 2021**

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 1,934,299.17	\$ 1,355,841.01	\$ (645,610.71)	\$ 2,644,529.47
FUND - 002 COAL SEVERANCE TAX FUND	\$ 9,612.57	\$ 0.07	\$ -	\$ 9,612.64
FUND - 003 DOG AND KENNEL FUND	\$ 7,503.42	\$ 22,403.07	\$ (2,499.21)	\$ 27,407.28
FUND - 004 GENERAL SCHOOL FUND	\$ 4,345.00	\$ 2,315.00	\$ -	\$ 6,660.00
FUND - 005 MAGISTRATE COURT FUND	\$ 6,340.10	\$ 934.85	\$ (782.25)	\$ 6,492.70
FUND - 006 WORTHLESS CHECK FUND	\$ 128,446.59	\$ 103.55	\$ -	\$ 128,550.14
FUND - 007 E-911 FUND	\$ 1,061,305.15	\$ 35,199.39	\$ (2,474.15)	\$ 1,094,030.39
FUND - 008 HOME CONFINEMENT FUND	\$ 11,808.62	\$ 5,019.96	\$ (1,017.61)	\$ 15,810.97
FUND - 013 CURRY PARK FUND	\$ 16,899.22	\$ 0.34	\$ (814.56)	\$ 16,085.00
FUND - 015 CURRY LIBRARY FUND	\$ 13,030.50	\$ 226.55	\$ (2,346.44)	\$ 10,910.61
FUND - 018 AIRPORT CONSTRUCTION FUND	\$ 0.10	\$ -	\$ -	\$ 0.10
FUND - 019 UPSHUR COUNTY FIRE FEE FUND	\$ 2,275.03	\$ 5,270.04	\$ (2,175.03)	\$ 5,370.04
FUND - 021 EE HEALTH CARE REIMBURSEMENT FUND	\$ 52,610.36	\$ 1,116.27	\$ (4,012.08)	\$ 49,714.55
FUND - 039 COAL REALLOCATION FUND	\$ 19,128.30	\$ 0.33	\$ -	\$ 19,128.63
FUND - 052 EMPLOYEE BENEFITS FUND	\$ 593,054.19	\$ 47,517.00	\$ (4,416.27)	\$ 636,154.92
FUND - 056 ASSESSOR'S VALUATION FUND	\$ 235,518.78	\$ 35,605.46	\$ (2,926.54)	\$ 268,197.70
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 859,256.10	\$ 1,540.45	\$ -	\$ 860,796.55
FUND - 059 CONCEALED WEAPONS FUND	\$ 22,273.13	\$ 1,130.58	\$ -	\$ 23,403.71
FUND - 063 VOTER'S REGISTRATION FUND	\$ 773.91	\$ 0.01	\$ -	\$ 773.92
FUND - 071 JURY FUND	\$ 15,040.00	\$ -	\$ -	\$ 15,040.00
FUND - 073 SPECIAL LAW ENFRMNT INVESTIGATION FUND	\$ 2,486.37	\$ 0.02	\$ -	\$ 2,486.39
FUND - 078 CHILD EXCHANGE & VISITATION FUND	\$ 34,628.48	\$ -	\$ -	\$ 34,628.48
FUND - 079 SPAYING & NEUTERING FUND	\$ 43,807.05	\$ 550.00	\$ (1,380.00)	\$ 42,977.05
FUND - 080 COMM. CORR. FUND	\$ 567,909.28	\$ 119,703.00	\$ (31,352.50)	\$ 656,259.78
FUND - 102 AIRPORT IMP. PROJECT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 104 ELKINS ROAD PSD FUND	\$ -	\$ 47,257.14	\$ (47,257.14)	\$ -
FUND - 105 ADRIAN PSD WATERLINE PHASE VI FUND	\$ -	\$ -	\$ -	\$ -
FUND - 245 UPSHUR COUNTY WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 248 IND. PARK SEWER FUND	\$ 1.00	\$ -	\$ -	\$ 1.00
FUND - 311 DMV LICENSE FUND	\$ -	\$ 54,108.00	\$ (54,108.00)	\$ -
FUND - 312 CRIMINAL CHARGES FUND	\$ -	\$ 3,090.50	\$ (3,090.50)	\$ -
FUND - 313 COURT REPORTER FUND	\$ -	\$ 250.00	\$ (250.00)	\$ -
FUND - 314 STATE FINES FUND	\$ -	\$ 3,522.00	\$ (3,522.00)	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 1,820.00	\$ (1,820.00)	\$ 5.00
FUND - 316 STATE CURRENT FUND	\$ -	\$ 10,266.24	\$ (10,266.24)	\$ -
FUND - 317 COURTHOUSE FACILITIES IMPROVEMENT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 364 TAX LIEN FUND	\$ 147,328.71	\$ 3,740.14	\$ (8,361.30)	\$ 142,707.55
FUND - 365 DELQ & NONENT LAND	\$ 100.00	\$ 100.00	\$ -	\$ 200.00
FUND - 366 BOARD OF HEALTH FUND	\$ 398,357.36	\$ 40,450.38	\$ (44,220.44)	\$ 394,587.30
FUND - 369 WV DEPUTY SHERIFF'S RETIREMENT FUND	\$ 533.00	\$ 605.50	\$ (533.00)	\$ 605.50
FUND - 373 SCHOOL CURRENT FUND	\$ -	\$ 1,269,312.11	\$ (1,269,312.11)	\$ -
FUND - 374 SCHOOL EXCESS LEVY FUND	\$ -	\$ 643,123.60	\$ (643,123.60)	\$ -
FUND - 375 SCHOOL BOND FUND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT FUND	\$ -	\$ 115,185.92	\$ (115,185.92)	\$ -
FUND - 379 CITY VOTED LIBRARY FUND	\$ -	\$ 13,822.24	\$ (13,822.24)	\$ -
FUND - 206 COVID 19 FUND	\$ 11,103.92	\$ -	\$ -	\$ 11,103.92
FINAL TOTALS	\$ 6,204,540.41	\$ 3,841,130.72	\$ (2,916,679.84)	\$ 7,128,991.29
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 8,654,696.91	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (6,336,242.48)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 4,808,786.86			
NET BANK BALANCE	\$ 7,127,241.29			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	\$ 7,128,991.29			

I, Virgil D. Miller, Sheriff of Upshur County do solemnly swear that the foregoing is a true and correct statement to the best of my knowledge.

Virgil D. Miller
 Virgil D. Miller
 Sheriff & Treasurer, Upshur County

4/14/2021



Upshur County Sheriff's Financial Statement

For Period Ending: **March 2021**

Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
FIRST COMMUNITY BANK					
	GENERAL COUNTY -MMA	\$ 1,464,552.16	\$ -	\$ 1,002,336.03	\$ 2,466,888.19
	COAL SEVERANCE-MMA	\$ 7,612.64	\$ -	\$ -	\$ 7,612.64
	E-911 -MMA	\$ 1,082,690.71	\$ -	\$ -	\$ 1,082,690.71
	CURRY PARK-MMA	\$ 13,098.29	\$ -	\$ -	\$ 13,098.29
	CURRY LIBRARY-MMA	\$ 7,038.07	\$ -	\$ -	\$ 7,038.07
	AIRPORT CONSTRUCTION-MMA	\$ -	\$ -	\$ -	\$ -
	ASSESSOR'S VALUATION-MMA	\$ 230,574.38	\$ -	\$ 35,123.32	\$ 265,697.70
	CONCEALED WEAPONS	\$ 23,178.04	\$ -	\$ 225.67	\$ 23,403.71
	GENERAL TAX ACCOUNT-MMA	\$ 2,246,331.63	\$ (2,989,206.38)	\$ 742,874.75	\$ -
	BOARD OF HEALTH-MMA	\$ 148,081.70	\$ -	\$ 3,421.72	\$ 151,503.42
	UPSHUR CO. FIRE FEE-IBCK	\$ 5,563.06	\$ (268.02)	\$ 75.00	\$ 5,370.04
	UP CO COAL REALLOCAT-IBCK	\$ 19,128.63	\$ -	\$ -	\$ 19,128.63
	EMPLOYEE BENEFITS-IBCK	\$ 637,204.92	\$ (1,050.00)	\$ -	\$ 636,154.92
	SP.LAW ENF.INVESTIG.-IBCK	\$ 2,486.39	\$ -	\$ -	\$ 2,486.39
	COMMUNITY CORR. FUND-IBCK	\$ 661,683.38	\$ (5,423.60)	\$ -	\$ 656,259.78
	PARKS/REC CLEARING ACCT	\$ -	\$ -	\$ -	\$ -
	ADDRESSING/MAPPING CLEARING	\$ 105.00	\$ (105.00)	\$ -	\$ -
	GENERAL COUNTY PAYROLL-CK	\$ 120,803.25	\$ (484.99)	\$ 713.62	\$ 121,031.88
	TAX CLEARING ACCOUNT	\$ 173,918.92	\$ (206,372.16)	\$ 32,453.24	\$ -
	BOARD OF HEALTH-PAYROLL	\$ 22,523.66	\$ (2,523.66)	\$ -	\$ 20,000.00
	GENERAL COUNTY-CKNG	\$ 131,031.51	\$ (76,172.11)	\$ -	\$ 54,859.40
	COAL SEVERANCE-CKNG	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
	DOG & KENNEL-CKNG	\$ 29,646.78	\$ (2,239.50)	\$ -	\$ 27,407.28
	GEN. CO. MISC-CKNG	\$ 13,152.70	\$ -	\$ -	\$ 13,152.70
	WORTHLESS CHECK FUND-CKNG	\$ 128,550.14	\$ -	\$ -	\$ 128,550.14
	E-911 -CKNG	\$ 11,339.68	\$ -	\$ -	\$ 11,339.68
	HOME DETENTION-IBCK	\$ 15,810.97	\$ -	\$ -	\$ 15,810.97
	CURRY PARK-CKNG	\$ 3,668.43	\$ (681.72)	\$ -	\$ 2,986.71
	CURRY LIBRARY-CKNG	\$ 3,872.54	\$ -	\$ -	\$ 3,872.54
	AIRPORT CONSTRUCTION-CKNG	\$ 0.10	\$ -	\$ -	\$ 0.10
	ASSESSOR'S VALUATION-CKNG	\$ 6,300.00	\$ (3,800.00)	\$ -	\$ 2,500.00
	VOTER'S REGISTRATION-IBCK	\$ 773.92	\$ -	\$ -	\$ 773.92
	JURY-CKNG	\$ 15,581.98	\$ (541.98)	\$ -	\$ 15,040.00
	SPAY.& NEUTER. DEP. FUND	\$ 43,177.05	\$ (200.00)	\$ -	\$ 42,977.05
	AIRPORT IMP. PROJECT-CKNG	\$ -	\$ -	\$ -	\$ -
	ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
	ADRIAN PSD WATERLINE PHASE VI	\$ -	\$ -	\$ -	\$ -
	WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	INDUSTRIAL PARK SEWER-CKG	\$ 1.00	\$ -	\$ -	\$ 1.00
	DMV LICENSE FUND-CKNG	\$ 31,267.39	\$ (33,330.00)	\$ 2,062.61	\$ -
	STATE CLEARING ACCOUNT-CK	\$ 135.00	\$ (135.00)	\$ -	\$ -
	STATE POLICE FUND-CKNG	\$ 1,792.66	\$ (1,820.00)	\$ 32.34	\$ 5.00
	GENERAL TAX ACCOUNT-CKNG	\$ 795.99	\$ (2,990,002.37)	\$ 2,989,206.38	\$ -
	TAX LEIN FUND-CKNG	\$ 151,728.68	\$ (9,021.13)	\$ -	\$ 142,707.55
	DELQ & NON-ENTERED LAND	\$ 200.00	\$ -	\$ -	\$ 200.00
	BOARD OF HEALTH-CKNG	\$ 32,443.67	\$ (12,770.65)	\$ -	\$ 19,673.02
	WVDSRF-CKNG	\$ 343.32	\$ -	\$ 262.18	\$ 605.50
	COVID 19 -CKNG	\$ 11,103.92	\$ -	\$ -	\$ 11,103.92
	BANK TOTAL	\$ 7,506,052.26	\$ (6,336,148.27)	\$ 4,808,786.86	\$ 5,978,690.85
PROGRESSIVE BANK					
	UP.CO.FIN.STBL.FUND-SV	\$ 860,796.55	\$ -	\$ -	\$ 860,796.55
	EE HEALTH CARE REIMB FUND	\$ 49,808.76	\$ (94.21)	\$ -	\$ 49,714.55
	UP.CO.FIN.STBL.FUND-CKNG	\$ -	\$ -	\$ -	\$ -
	CHILD EXCHG & VISIT CTR	\$ 34,628.48	\$ -	\$ -	\$ 34,628.48
	BANK TOTAL	\$ 945,233.79	\$ (94.21)	\$ -	\$ 945,139.58
FREEDOM BANK					
	BOARD OF HEALTH-CD 1	\$ 101,705.43	\$ -	\$ -	\$ 101,705.43
	BOARD OF HEALTH-CD 2	\$ 101,705.43	\$ -	\$ -	\$ 101,705.43
	BANK TOTAL	\$ 203,410.86	\$ -	\$ -	\$ 203,410.86
SUMMARY:					
	TOTAL ALL BANKS	\$ 8,654,696.91	\$ (6,336,242.48)	\$ 4,808,786.86	\$ 7,127,241.29
	PETTY CASH / CASH DRAWERS				\$ 1,750.00
	CASH SPECIAL INVESTIGATION FUND				\$ -
	GRAND TOTAL				\$ 7,128,991.29

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

April 28th, 2021 at 10:00 am

At James W. Curry Public Library

Call to Order

Roll Call

Public Comment Period

Approval of March 31st, 2021 minutes

Staff Report

Park

Library

Timber

Review/Report

Old Business:

Review of By-Laws

FY 22 budget – tabled until May meeting

Review of COVID-19 operating procedures

New Business:

Review of James W. Curry Scholarship Applications

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

Fundraising Committee at 11:00 am

- Expenditure/revenue review
- Gnome Quilt
- Glow Stick Party 2021
- Blue Grass Festival 2021
- Brooks Hill Fair 2021
- SVFD Hayride 2021
- Santa's Workshop
- Festival of Lights Christmas Lights on Brooks Hill
 - Bev/George Fantasia – donating music for the pavilion in campground
 - Community Building
 - Laser light show
 - Vendors - doubtful

Notice of Meeting

for

Upshur County Fire Board, Incorporated

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

Location: Upshur County Administrative Annex, Suite 101, 91 W. Main Street
Date: Tuesday, April 20, 2021
Time: 6:30 p.m.

AGENDA

Call Meeting to Order

Approval of Minutes---March 16, 2021

Public Questions/Comment Period

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

- Cumulative report
- Dividend from WVCoRP
- Welcome new Board Member, Derek V. Long

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 03/31/2021---\$68,672.44
- Disbursement from Chief Tax Deputy for March---\$5,270.04

Payment of Bills/Invoices

- *Software Systems---monthly maintenance---Invoice # 34846---\$228.00
- *Upshur County Commission---Reimbursement Payroll---Jan-March---\$4,053.60
- *Buckhannon VFD---Reimbursement---Calibration Services---\$788.00

Update on meetings with city officials regarding Fire Fee initiatives

Review/approval of WVCoRP proposal/invoice

Review and Approval of Corrective Tickets and Exoneration requests

Other Items/Matters to Consider

Date of Next Meeting---May 18, 2021---Adjournment

In compliance with West Virginia's Public Meeting Law, the 26th Judicial Circuit Community Corrections Program special board meeting will be held April 21, 2021 at 6:00pm at the Upshur County Day Report Center in Upshur County. The public is invited to attend and learn more about our program, serving Lewis and Upshur Counties.

COMMUNITY CORRECTIONS

Board Meeting Agenda

April 21, 2021

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

I. Handouts

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

II. New Business

- 1) Batterer's Intervention Prevention Class Update
 - Upshur/Lewis- 0 referrals still no facilitator or training class
- 2) Home Confinement Update- Lewis-14 Upshur-19
- 3) Community Corrections Update
 - Referrals received since July 1, 2020 Upshur-38 Lewis-47 Total- 85
 - SIEEP grant telehealth update
 - Resignation of Case Manager Cory Elliott
 - Request to advertise for vacant case manager position
 - Request to perform interviews and hire new case manager to fill vacant position
 - Discussion about self-care supplies for offenders such as journals, hygiene supplies, etc. possibly making a yearly budget to purchase some of these necessary items

III. Next Meeting

- **May 17, 2021 at the Lewis County Day Report Center at 6:00 P.M.**



Board of Health Meeting Agenda
Thursday, May 05, 2021
6:00pm

- A. Call to Order
 - A.1 Moment of Silence
 - A.2 Pledge to the Flag of the United States of America
- B. Recognized Guests
- C. Consent Agenda
 - C.1 Approval of the March 04, 2021 Minutes.
- D. Financial Report – Melinda Law
- E. Departmental Reports
 - E.1 Environmental - Chris Garrett, RS
 - E.2 Nurse Director – Sue McKisic, RN
 - E.3 Medical Director – Dr. Joseph Reed
 - E.4 Threat Preparedness Report – Dirk Burnside
 - E.5 Administrator's Report – Sue McKisic, RN
- F. Harm Reduction Program –
- G. Correspondence & Information
 - G.1 COVID-19 Updates
- H. Strategic Issues for Discussion and / or vote
 - H.1 Grant Funding
- I. Board Member Comments and Announcements
 - I.1 Larry Carpenter
 - I.2 Amy Queen
 - I.3 Suzi Talbott
 - I.4 Kessa Thorpe
- J. Board Chairman Comments and Announcements
- K. Executive Session – As needed
- L. Adjournment

POSTED: 04/21/2021

Tennerton Public Service District
Monthly Meeting
March 10, 2021

The regular monthly meeting of the Tennerton Public Service District was held at the District office at 188 Fayette Street, Buckhannon West Virginia on March 10, 2021

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

The meeting was called to order promptly at 2:00 pm by Joe Tenney chairman. The minutes of the previous meeting held on February 10, 2021 were read, there being no corrections or additions, motion to approve was made by Joe Tenney, seconded by John Barnes.

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

The board reviewed and approved the previous month's credit memos, leak adjustments. There were no shut offs.

Terry Gould reported on the following:

*Effective next bill Rule 30B: Step 1 - \$10.80 per 1000 gallons. As of 2/11/21, our rates were reduced to \$10.02 per 1000 gallons. We have filed a petition to rescind step 2.

*Braggs Trailer Court: The main line which is our line is split about 20 feet. Ringers have been authorized to replace. That's what's been causing the back up in the line there.

*Orr Street: That sewer line has been replace. It was our main line and was put in before Tennerton PSD took over.

*Will try to get engineers to have update on Hickory Flat project for next meeting.

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

Approved

A handwritten signature in black ink, appearing to read "Joseph A. Tenney", written over a horizontal line.

**Upshur County Fire Board Meeting
March 16, 2021**

Members Present: Joe Gower, Kristie Tenney, Clifton Shaw, and Larry Alkire,
Members Absent: Rick Harlow and Tom O'Neill (recused due to employment with the city).
Others Present: Art Wilson, J.B. Kimble, Joe Baxa, Steve Linger, John W. Roby, Kevin Huffman, Bill Green, Robbie Skinner, Mark Howes, Travis Dean, Frank Fato, Katie Kuba, Macie Queen, Randy Sanders, and Toni Newman-Fire Fee Clerk

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

The meeting minutes from February 16, 2021, were approved on motion by Larry Alkire and second by Clifton Shaw.

The second disbursement of 2020 Fire Fee Funds was distributed to the VFD Chiefs/or representatives in attendance, with the Banks District Chief also collecting check for Adrian VFD in Rick Harlow's absence.

Guest Frank Fato advised those attending that the Fire Fees need to be more equitable going forward as his various entities now pay 1% of the total amount billed. He would like to see more equity and accountability in the future. He suggested a levy on all property owners.

The Fire Fee Clerk reported the 2020 fees are at 84 percent collected, which is down slightly from last year at this time.

The checking account balance as of 02/26/2021 was \$100,650.38. The disbursement from the Chief Tax Deputy was \$2,175.03 for February.

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

*Software Systems---monthly maintenance---Invoice # 34753---\$228.00.

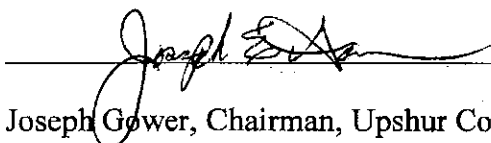
After review and on motion by Kristie Tenney and second by Larry Alkire, the Board approved changes to the 2021 Fire Fee Statements to include updating dates, adding a QR scan code, adding a check box for address changes to the front, and removing duplicate information on bottom portion and replacing it with return instructions.

Discussion of the City and County Fire Fees ensued. Kristie Tenney presented handouts and gave a brief overview of the path to raising county fees, and the impact on the remaining six county volunteer fire departments, should the city decide to collect the fire fee in their first due area, to help fund three new paid fire fighter positions. Buckhannon City Mayor, Robbie Skinner advised that although he could not speak for the entire City Council; he expects that at the upcoming Thursday night meeting, the three new fire fighters will be paid for the upcoming fiscal year with Cares Act money and the city and county will work together this year, with regular meetings, to determine how to meet the needs of all

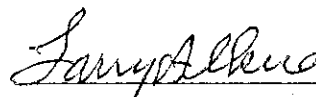
departments in the future. He did state that the city will be raising their fire fees. J.B. suggested that if the city took the first due area, money could be given back to the other departments, but Mark Howes responded that a new administration may not be as willing as the current one to honor that decision. The current city budget does not include the first due response consideration. Buckhannon Fire Chief, J.B. Kimble advised the salary including benefits, training, outfitting, etc., per new hire would be around \$56,000.00. The goal is to provide better service, not hurt any other department. Chairman of the Fire Board, Joe Gower, questioned the use of the 1.6 million dollars raised by the new tax imposed in city limits, and reiterated that county residents account for 75% of those funds raised. Mayor Skinner responded that in his opinion, first due would be a last resort. There will be a public meeting to discuss the options on April 8, 2021.

There were no corrective or exoneration tickets this month.

There being no further business, the meeting adjourned at 8:00 p.m. The next meeting of the Board will be April 20, 2021.



Joseph Gower, Chairman, Upshur County Fire Board



Board Member

Upshur County Public Library Board of Trustees Meeting March 17, 2021

The regular meeting of the Upshur County Public Library Board of Trustees was held on Wednesday, March 17, 2021 at the library. Board members in attendance were Kenna Leonard, John Haymond, Linda Riegel, and Katie Loudin. Also in attendance were Paul Norko, Director; Beth Rogers, Assistant Director; Connie Cutright, Business Manager; and Nancy Burgess, Friends of the Library representative. Absent was Carol Smith.

The minutes of the February 17, 2021 meeting were approved on a motion made by John and seconded by Katie.

The financial reports for February were approved on a motion made by Katie and seconded by John.

Director's Report – see written report

The Strategic Plan for 2021-2025 was approved on a motion made by Linda and seconded by Katie.

Paul reported that we will not have to close early on the day of the Ramp Dinner. Katie suggested using Eventbrite for online ticket sales and gave a brief demonstration.

On March 14, a tractor and trailer turned into the parking lot and damaged one of the light poles as well as pulling the concrete pillar out of the ground. The repair will be covered under the driver's insurance. Perhaps when the concrete work is done for the light pole, the flagpole and center circle concrete can be finished as well. Paul reported we have received the \$5000.00 grant from Rotary for the landscaping of the circle, the island, and the area directly in front of the building.

Nancy Burgess, the new Friends of the Library president, reported that Ann Slaughter had resigned as president. The new slate of officers include Kelly Hyre, secretary and Louanne Bowers, treasurer.

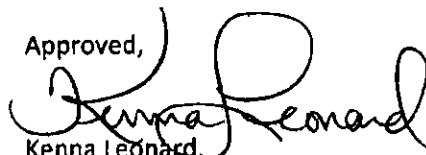
The next meeting will be April 14, 2021, 4:00 p.m. at the library. A motion to adjourn was made by John and seconded by Linda.

Respectfully submitted,



Connie Cutright,
Business Manager

Approved,



Kenna Leonard,
President

Upshur County Public Library
July 2020 through March 2021

	TOTAL						
	Jan 21	Feb 21	Mar 21	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Income							
4020 - County Commission	0.00	11,625.00	0.00	34,875.00	46,500.00	-11,625.00	75.0%
4030 - Board of Education	0.00	23,425.00	0.00	70,275.00	93,700.00	-23,425.00	75.0%
4040 - Grant-in-Aid	23,707.00	0.00	0.00	71,121.00	94,828.00	-23,707.00	75.0%
4060 - WVLC Svcs. to Lib. (admin fees)	15,062.00	0.00	0.00	45,188.00	60,248.00	-15,060.00	75.0%
4160 - Other Grants	0.00	0.00	5,000.00	10,000.00			
4230 - Unrestricted Gifts	688.79	90.59	263.72	3,065.55	6,000.00	-2,934.45	51.09%
4235 - Unrestricted - Ramp Dinner	0.00	0.00	6,175.00	6,175.00	12,500.00	-6,325.00	49.4%
4240 - Restricted - Memorial/Gift Matl	2,200.00	0.00	25.00	2,559.90	2,200.00	359.90	116.36%
4310 - Interest	8.63	9.86	6.92	110.42	200.00	-89.58	55.21%
4420 - Copies/Fax	590.60	376.85	563.05	3,888.01	6,700.00	-2,811.99	58.03%
4450 - Fines	92.35	70.45	265.10	1,409.08	3,500.00	-2,090.92	40.26%
4490 - Other fees-cards, JD, earbuds	77.00	89.55	71.00	638.35	650.00	-11.65	98.21%
4730 - Fundraisers	0.00	1,068.00	1,135.00	3,106.75	1,000.00	2,106.75	310.68%
Total Income	42,426.37	36,755.30	13,504.79	252,412.06	328,026.00	-75,613.94	76.96%
Expense							
6020 - Wages	15,114.54	14,901.68	17,311.84	146,284.09	205,735.00	-59,450.91	71.1%
6030 - FICA	937.12	923.87	1,073.35	9,069.62	12,756.00	-3,686.38	71.1%
6040 - Medicare	219.16	216.06	251.04	2,121.09	2,983.00	-861.91	71.11%
6050 - WV Public Employees Retirement	1,314.98	1,257.60	1,448.40	12,320.16	16,326.00	-4,005.84	75.46%
6060 - Insurance (Employer Paid)	1,692.76	1,692.76	1,692.76	15,434.84	20,095.00	-4,660.16	76.81%
6061 - RHBT (Employer Paid)	640.00	640.00	640.00	5,760.00	8,064.00	-2,304.00	71.43%
6080 - WV Unemployment	226.73	223.52	259.67	1,064.42	3,000.00	-1,935.58	35.48%
6090 - Workers Comp.	0.00	0.00	0.00	0.00	700.00	-700.00	0.0%
6110 - Books	592.09	487.09	964.05	7,146.39	9,800.00	-2,653.61	72.92%
6112 - Memorial/Gift Materials	277.12	257.63	135.85	1,760.25	2,200.00	-439.75	80.01%
6140 - Periodicals/Newspapers	47.26	69.08	22.00	1,804.58	1,500.00	304.58	120.31%
6143 - Electronic Books	1,445.31	0.00	12.00	2,264.18	2,500.00	-235.82	90.57%
6151 - Audios	54.99	44.50	147.90	1,082.24	1,500.00	-417.76	72.15%
6152 - DVD's	69.75	52.90	134.89	578.66	1,200.00	-621.34	48.22%
6230 - Other Grant Expenditures	1,632.81	741.28	174.36	4,622.15	12,200.00	-7,577.85	37.89%
6251 - Parking Lot Expenditures	0.00	0.00	0.00	18,440.18			
6310 - Office/Library Supplies	28.69	429.33	0.00	2,530.51	3,200.00	-669.49	79.06%
6350 - Postage	89.90	91.25	-10.30	957.63	1,700.00	-742.37	56.33%
6521 - Equipment/Furniture	60.28	0.00	0.00	275.09	1,500.00	-1,224.91	18.34%
6541 - Equipment Maint.	170.00	0.00	125.00	295.00	200.00	95.00	147.5%
6552 - Software/Elec. Sub./Maint. fees	1,382.03	-352.21	0.00	2,090.11	3,000.00	-909.89	69.67%
6570 - Vehicle Maintenance	0.00	0.00	0.00	0.00	300.00	-300.00	0.0%
6720 - Bldg. Maint. (inc. janitorial)	0.00	55.55	31.80	602.69	1,000.00	-397.31	60.27%
6742 - Utilities - Electric	3,437.12	0.00	1,912.08	11,887.97	23,500.00	-11,612.03	50.59%
6743 - Utilities - Water/Waste	84.47	84.76	86.93	686.07	1,200.00	-513.93	57.17%
6750 - Telephone	213.24	183.98	203.22	1,704.96	2,400.00	-695.04	71.04%
6755 - Internet Service	-462.00	105.00	105.00	273.00	189.00	84.00	144.44%
6760 - Insurance - Building & Bonds	0.00	0.00	0.00	728.00	730.00	-2.00	99.73%
6910 - Public Info./Programming	0.00	0.00	0.00	6.81	800.00	-793.19	0.85%
6920 - Memberships	0.00	0.00	0.00	0.00	250.00	-250.00	0.0%
6930 - Travel/Meetings/Cont. Ed./Cont	26.08	0.00	0.00	277.70	3,000.00	-2,722.30	9.26%
6960 - Fundraising Expenses	0.00	572.70	0.00	572.70	50.00	522.70	1,145.4%
6960 - Ramp Dinner	0.00	0.00	0.00	0.00	4,800.00	-4,800.00	0.0%
6970 - Professional & Misc. Fees	0.00	24.92	55.04	79.96			
6980 - Audit	1,600.00	0.00	128.00	1,728.00	1,800.00	-72.00	96.0%
Total Expense	30,894.43	22,703.15	26,904.88	254,449.05	350,178.00	-95,728.95	72.66%
Net Income	11,531.94	14,052.15	-13,400.09	-2,036.99	-22,152.00	20,115.01	9.2%