

## Upshur County Commission Meeting Agenda

Agenda packets are available electronically at [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php) or by request to the Upshur County Commission Office at 304-472-0535.

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: June 13, 2024

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• June 6, 2024

9:15 a.m. Conduct hearing to review Safe Sites and Structures Case Number 041124-02 (Banks Tax District – Tax Map 3P – Parcel Number 19, 20.1) located in Rock Cave. \*

11:00 a.m. Discuss next steps concerning the real and personal property located in Warren Tax District – Tax Map 8D – Parcel Number 12,13,14 owned by Shelby and William Phillips as the subject property violates the Upshur County Safe Sites and Structures Ordinance. \*

### Items for Discussion / Action / Approval:

1. Consider accepting a Court Security Grant award and entering into a Contract, signing a Resolution, Standard Conditions & Assurances, and other related documents with the West Virginia Division of Administrative Services, Justice and Community Services for an award of \$23,349. The funds will be used for a duress alarm replacement project and to install cameras in the rear parking lot located behind the Courthouse and Annex.  
\* [Pages 5-26](#)
2. Approval of a Request for Proposals for Removing Slate Stair Treads and Rehabilitating Rear Stairwell Project in the Courthouse funded by the Courthouse Facilities Improvement Authority. A mandatory pre-bid conference will be held on Friday, June 28, 2024 at 1:00 pm. Sealed bids must be received no later than 4:00 pm on Wednesday, July 10, 2024, at the Administrative Annex located at 91 W. Main Street, Suite 101. Proposals received by the deadline will be publicly opened, reviewed, and read aloud by the Commission at 9:15 am on Thursday, July 11, 2024. \* [Pages 27-43](#)
3. Review and approve an electronic grant submission through the West Virginia Office of Energy for the West Virginia Energy Efficiency and Conservation Block Grant Program (EECBG). If awarded, these funds would be utilized to replace the arch shaped window above the main Courthouse entrance. \* [Pages 44-50](#)
4. Approval and signature of a Federal Aviation Administration Outlay Report and Request for Reimbursement for Construction Programs – Request No. 7 - in the amount of five thousand seven hundred thirty-one dollars and eighty-seven cents (\$5,731.87) for an Airport Improvement Program Project at the Upshur County Regional Airport. \* [Pages 51-53](#)
5. Approval and signature of a Letter of Support for the City of Buckhannon's Morton Avenue (WV County Route 13) Sidewalk and Lighting Project. This letter of support will address the construction phase of the

project that will construct safe, ADA-compliant sidewalks for community members to travel to residential, business, commercial and governmental areas of downtown Buckhannon. \* [Page 54](#)

6. Review and signature of WV Communities Risk Pool Coversheet to Member Agreement. The total annual contribution including worker's compensation is \$230,413. \* [Pages 55-58](#)
7. Approval and signature of the esri renewal quote in the amount of \$4,940 for term period 10/01/2023 – 09/30/2024. Of this amount, \$1,400 is to be paid by the Assessor's Revaluation Fund. \* [Pages 59-62](#)
8. Consider the reappointment of Joyce Harris-Thacker to the Upshur County Solid Waste Authority. Upon approval, the term will be effective July 1, 2024 through June 30, 2028. \* [Page 63](#)
9. Consider the re-appointment of Katie Loudin to the Upshur County Public Library Board of Trustees. Upon approval, the term will be for a period of five years, effective July 1, 2024. [Page 64](#)
10. Consider the appointment of Steve Linger to the Upshur County Enhanced Emergency Telephone Board as Fire Service representative. The term will begin July 1, 2024 and expire June 30, 2027. \* [Page 65](#)
11. Approval of Lewis-Upshur Animal Control Facility Volunteer, Katelyn Stewart. \* [Under Separate Cover](#)
12. Consider request from Sheriff J. Michael Coffman to hire Shanda R. Hoover as full-time Tax Deputy beginning July 1, 2024. \*  
*Item may lead to Executive Session per WV Code §6-9A-4* [Under Separate Cover](#)
13. Approve the resignation of two Buckhannon-Upshur Recreational Park employees, per the request from Jeremiah McCourt, Upshur County Parks and Recreation Director. \*  
*Item may lead to Executive Session per WV Code §6-9A-4 (A)* [Under Separate Cover](#)
14. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

#### **For Your Information:**

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

1. Proclamation made by Governor Jim Justice on June 7, 2024 permitting public employees of this State to generally cease business the entire workday of Wednesday, June 19, 2024, in acknowledgement of the historical significance of Juneteenth, and the fact it is to be recognized as an official federal holiday. This proclamation further reads that public employees of this State may be excused from their work duties the entirety of the day without charge against accrued annual leave. In accordance with subsection (c), section one, article two, chapter two of the WV Code, County Commissions may treat the day as if it were a legal holiday, and the Courts may do the same. The Courthouse and Annex will be closed per the 2024 Calendar Year Legal Holiday Schedule. \* [Pages 66-68](#)
2. Notification of a legal advertisement for Upshur Property LLC, Permit No. P-698 Increment No(s) 3 and 18 to be placed in the local newspaper in conjunction with applying to the West Virginia Department of Environmental Protection for a Phase 1,2, and 3 release. This site is located in Washington District of Upshur County. [Pages 69-72](#)
3. Correspondence from the Department of Homeland Security – Division of Corrections & Rehabilitation providing the WV Regional Jail and Correctional Facility monthly invoice for Upshur County for May, 2024.

The invoice reflects 1,893 inmate days X \$65.38 per diem rate totaling \$123,764.34. The April 2024 invoice was \$133,636.72. This amount does not include credits and additional debits made during this period.

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4. James W. Curry Quarterly Report for May 2024.

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5. Upshur County Building & Floodplain Permits for the month of May, 2024.

[Pages 75-76](#)

6. Lewis-Upshur Animal Control Facility Reports for the month of May, 2024.

- Revenue Report
- Account of Animals Report
- Animal Control/Humane Officer Animal Report

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7. Public Notices:

- a) Newsletters and/or Event Notifications:

- None

- b) Agendas and/or Notice of Meetings:

- |  |               |
|--|---------------|
| • Buckhannon Upshur Airport Authority                      | June 10, 2024 |
| • Upshur County Family Resource Network-General Membership | June 10, 2024 |
| • Elkins Road Public Service District                      | June 11, 2024 |
| • Buckhannon City Council – Special Session                | June 11, 2024 |
| • Buckhannon City Council – Special Session                | June 18, 2024 |
| • Buckhannon City Council – Special Session                | June 27, 2024 |

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- c) Meeting Minutes:

- |  |                        |                               |
|--|------------------------|-------------------------------|
| • Upshur County Family Resource Network            | March 11, 2024         | <a href="#">Pages 87-89</a>   |
| • Solid Waste Authority - Director's Report        | March 12-April 8, 2024 | <a href="#">Page 90</a>       |
| • Upshur County Public Library - Board of Trustees | March 20, 2024         | <a href="#">Pages 91-95</a>   |
| • Upshur County Family Resource Network            | April 8, 2024          | <a href="#">Pages 96-97</a>   |
| • Upshur County Public Library – Board of Trustees | April 18, 2024         | <a href="#">Pages 98-101</a>  |
| • Upshur County Family Resource Network            | May 13, 2024           | <a href="#">Pages 102-103</a> |
| • Solid Waste Authority - Board Meeting            | May 13, 2024           | <a href="#">Page 104</a>      |

**\*Dates and times of monthly board meetings are viewable at:**

[www.upshurcounty.org](http://www.upshurcounty.org) -- Upcoming events are listed on the main page.

8. Appointments Needed or Upcoming:

- None

*\*\*\*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 [chughes@upshurcounty.org](mailto:chughes@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. \*\*\**

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php)

#### Tabled Items

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

None

Next Regular Meeting of the Upshur County Commission  
June 27, 2024 --- 9:00 a.m.  
Upshur County Courthouse Annex  
The meeting scheduled for June 20, 2024 has been CANCELLED.

SUPREME COURT OF APPEALS  
STATE OF WEST VIRGINIA  
ADMINISTRATIVE OFFICE

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



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

May 31, 2024

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

Dear President Nolte:

I am pleased to inform you that the Court Security Board has approved a Court Security Grant award to the Upshur County Commission in the amount of \$23,349.00 for the purpose of enhancing the county's court security.

The West Virginia Division of Administrative Services, Justice and Community Services, the administrative agency for the Court Security Fund Grant Program, will be in contact with the Project Director concerning grant administration.

We share a common goal of protecting our citizens and communities against the threat of crime and violence. Your participation in this project is a positive step towards achieving that goal.

Please contact me if I can be of further assistance.

Sincerely,

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

Joseph Armstrong  
Chairperson  
West Virginia Court Security Board

JA:MM

c: Cindy Hughes

**GRANT CONTRACT AGREEMENT**

**BETWEEN**

**DIVISION OF ADMINISTRATIVE SERVICES**

**JUSTICE AND COMMUNITY SERVICES SECTION**

**AND**

**UPSHUR CO COMMISSION**

**25-CS-17**

This **AGREEMENT**, entered into this **5<sup>th</sup> day of June 2024** by the Deputy Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the UPSHUR CO COMMISSION, hereinafter referred to as "Grantee."

**WHEREAS**, JCS is the recipient of Court Security Funds grant funds from the State of West Virginia., and

**WHEREAS**, the Grantee is an eligible applicant who is desirous of receiving funds for: **These funds will be used to replace the duress alarm and install cameras in the parking lot.**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks, and functions necessary to implement the application which is hereto attached.
4. The Grantee will commence its duties under the Agreement on **July 1, 2024** and shall continue those services/activities until **June 30, 2025**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$23,349.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West

Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.

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

14. If for any reason funds received by JCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.
15. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.
16. The parties hereto agree that notice shall be given electronically to the appropriate agency email addresses.
17. The Grantee shall hold and save JCS and its officers, agents, and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent, or representative of the Grantee.

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

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Samuel Nolte  
President  
Upshur County Commission

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Marty A. Hatfield, Assistant Director  
Justice and Community Services Section

**RESOLUTION**

The **Commission** of **Upshur County Commission** met on June 13, 2024 (date) with a quorum present and passed the following resolution.

Be it resolved that the **Commission** hereby authorizes **Samuel Nolte, President** of the **Upshur County Commission**, to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services to receive and administer grant funds pursuant to provisions of the **Court Security Funds Program**.

Signed: \_\_\_\_\_

County Clerk



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

Effective: July 23, 2019  
 Revision History: Method of correspondence changed to electronic on March 15, 2023.  
 §12-4-14 reporting requirements added on September 11, 2023.  
 §15-9B-3 requirements added on February 14, 2024.  
 Condition #46 added on April 27, 2024.

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

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be emailed to the designated JCS Program Specialist.

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

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

sources; further, funds received on an upfront basis from JCS for one program may not be commingled with funds received on an upfront basis for another JCS program.

9. **REPORTS:** Regardless of an award being on an upfront or reimbursement basis, each grantee shall submit all reports as JCS requires necessary to the execution of monitoring, stewardship, and evaluation of programmatic and fiscal responsibilities.
10. **COMPLIANCE WITH WV CODE §12-4-14:** The grantee agrees to comply with §12-4-14 of the West Virginia Code, also known as the West Virginia Grant Transparency and Accountability Act. This Act is intended to develop a coordinated, nonredundant process for the effective oversight and monitoring of grant recipients, thereby ensuring quality programs, and limiting fraud, waste, and abuse.
11. **WRITTEN APPROVAL OF CHANGES:** The grantee must obtain prior written approval from JCS for all project changes (programmatic, fiscal, or otherwise) before those changes are executed.
12. **OBLIGATION OF PROJECT FUNDS:** Funds may not, without prior written approval from JCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.
13. **USE OF FUNDS:** Funds awarded through JCS may be expended only for the purposes and activities specifically covered by the grantee's approved project scope and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.
14. **ALLOWABLE AND UNALLOWABLE COSTS:** Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards, state guidelines, and federal guidelines pursuant to the specific grant program.
15. **PURCHASING:** When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or another agency. See 148-CSR-1 of the West Virginia Code.
16. **PROJECT INCOME:** All income earned by the grantee as a result of the conduct of this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established for grant funds by JCS. All grantees must maintain records that clearly show the source, the amount, and the timing of all project income. There is no waiver provision for the project income requirement.
17. **MATCHING CONTRIBUTION:** The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by JCS. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines as grant funds for this program. All grantees must maintain records that clearly show the source, the amount, and the timing of all matching contributions. In addition, Federal grant dollars from any source may not be utilized as matching funds.

18. **TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. Funds remaining at the end of a project where an upfront allocation will, by the deadline of the final financial and progress report, be remitted back to JCS.
19. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
20. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
21. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
22. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
23. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
24. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
25. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
26. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
27. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient

purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

28. **ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
29. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation, and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
30. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
31. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
32. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code § 6B-1-1 through 6B-3-11).
33. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other documents submitted to JCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in

the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

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

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

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

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

Additionally, the grantee agrees to comply with 101-CSR-1 of the West Virginia Code. This includes, but is not limited to, completing the annual WV Certification of Non-Secure Facilities, and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.
37. **COLLABORATION W/OTHER FEDERAL AND STATE GRANTS:** Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.

**38. USE OF DATA/EXCHANGE OF INFORMATION:** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon request, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
- c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
- d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.

**39. NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

**40. EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEOP Certification form and, if required, an EEOP Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.

**41. VETERANS PREFERENCE:** This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

**42. IMMIGRATION AND NATURALIZATION VERIFICATION:** The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.

**43. POLITICAL ACTIVITY:** The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C.

employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.

- 44. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at [www.it.ojp.gov/gjxdm](http://www.it.ojp.gov/gjxdm).
- 45. COMPLIANCE WITH WV CODE §15-9B-3:** If applicable, the grantee agrees to comply with §15-9B-3 of the West Virginia Code. Effective July 1, 2025, any Victims of Crime Act (VOCA) Victim Assistance Program and/or STOP Violence Against Women Formula Grant Program (VAWA) applicant operating in a county without a written plan for accessing sexual assault forensic exams that is approved by the Sexual Assault Forensic Examination Commission will be ineligible to receive VOCA and/or VAWA grant funds.
- 46. DETERMINATION OF SUITABILITY REQUIRED, IN ADVANCE, FOR CERTAIN INDIVIDUALS WHO MAY INTERACT WITH PARTICIPATING MINORS:** The following award condition is incorporated by reference into many Department of Justice, Office of Justice Program (OJP) awards, starting in calendar year 2019. This condition applies to this award if it is indicated -- in the application for the award (as approved by JCS), the DOJ or JCS funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the DOJ/OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

Authorized Official [please print]: Samuel R. Nolte

Authorized Official Signature: \_\_\_\_\_

Date: June 13, 2024



Division of Administrative Services  
Justice and Community Services (JCS)  
SCHEDULE OF PAYMENTS

The following Schedule of Payments is hereby recognized and adopted by the Upshur County Commission

Project Number: 25-CS-17  
Total Award: \$23,349.00

<u>Payment No.</u>	<u>Date</u>	<u>Amount</u>
1	7/1/2024	\$23,349.00

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Samuel R. Nolte  
President  
Upshur County Commission

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

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: Upshur County Commission		
Address: 91 W Main Street Suite 101		
Is agency a; <input checked="" type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?		Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 028608099	Vendor Number (only if direct recipient)	
Name and Title of Contact Person: Cindy Hughes, Assistant County Administrator		
Telephone Number: 304-472-0535 x3	E-Mail Address: chughes@upshurcounty.org	

**Section A—Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply.

<input type="checkbox"/> Less than fifty employees.	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Medical Institution.
<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Educational Institution	<input checked="" type="checkbox"/> Receiving a single award(s) less than \$25,000.

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

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Samuel R. Nolte, President Upshur County Commission

Print or Type Name and Title	Signature	Date
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**Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

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

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

\_\_\_\_\_ [organization],

\_\_\_\_\_ [address].

Print or Type Name and Title	Signature	Date
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**Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review**

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

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

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title	Signature	Date
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## INSTRUCTIONS

### Completing the Certification Form

#### Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

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

#### Section A

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

#### Section B

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

#### Section C

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

#### Submission Process

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

**Public Reporting Burden Statement**

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



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

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

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

### 1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

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

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

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

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

1. Grantee Name and Address:

Upsher County Commission 91 W Main Street Buckhannon, WV 26201

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

25-CS-17

4. Typed Name and Title of Authorized Representative

Samuel B. Nolte, Commission President

5. Signature

6. Date

<b>Court Security Grant Program</b>	<b>Budget Summary Page 2</b>
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Applicant: <b>Upshur County Commission</b>	FEIN Number: DUNS Number: <b>55-6000406 028608099</b>
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Category	CC Requested Funds	Other Funds	Total Budget
Personnel / Contractual			
Travel / Training			
Equipment	\$23,349.		\$23,349.
Other			
Totals	\$23,349.		\$23,349.

## Funding Strategy

Funding Source(s)	Amount	Status
Court Security Grant	\$13,500.	C
Court Security Grant	\$9,849.	C
Total		

Funding Source - Separately list each source of funds that will be used in the program.

Amount - Enter the amount received or anticipated for each

Status - Indicate the status of each funding source of funds as follows:

P – Projected grant, loan, or donation

A – Application submitted and under review

C – Funds Committed

R – Funds received, appropriated or on hand

<b>Court Security Grant Program</b>	<b>Budget Detail Page 3</b>
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Detailed Project Cost by Budget Category	Requested CC Funds	Other Funds	Recommendation
<u>Personnel / Contractual</u>			JCS Only
<u>Travel / Training</u>			
<u>Equipment</u>			
Duress Alarm Replacement	\$13,500.		
Cameras for Parking Lot	\$9,849.		
<u>Other</u>			
<b>Total Requested CC Funds</b>	<b>\$23,349.</b>	<b>0</b>	
<b>Total Other Funds</b>	<b>0</b>	<b>0</b>	
<b>Total of Recommendation (JCS Only)</b>			

<b>Court Security Grant Program</b>	<b>Budget Justification Page 4</b>
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Provide here a justification and explanation of the budget items shown on pages 3 and 4 of this application. This should contain specific criteria and data used to arrive at estimates and/or costs for all items listed. In completing the project budget narrative, please identify data by the major budget category involved (e.g., Personnel/Contractual, Travel/Training, Equipment, and Other). Please differentiate between project grant and matching funds (if applicable). For all Personnel/Contractual positions (salary, hourly, overtime) that are requesting Fringes please list the percentages (%) for each. For all hourly positions (not salaried) please include an hourly rate and the number of hours to be worked per month.

**Equipment: Duress Alarm Replacement.** The Upshur County Commission contracted with Fire Protection Contractors Brewer & Company of WV, Inc. to install duress alarms with a WAVE Plus Instant Notification System in 2017. This system is located throughout various offices in the Courthouse, Annex and Administrative Annex. Notifications are transmitted to the Sheriff's Department and E911 Communication Center without delay. Since their initial installation in 2017, the duress alarms have experienced some breakage involving the plastic case that holds the alarm and adheres it to its plastic base, which are mostly located under counters and desktops. Some alarms have been damaged when batteries are changed, when the plastic cover is removed and then replaced, possibly due to the age of each unit. The alarms still function in the event of an emergency, but many are taped into their proper location, instead of latching into their bases. The Court Security Advisory Board is requesting a full replacement, including installation and programming, of duress alarm buttons with a one-time battery replacement in each button and base unit after their installation, which typically occurs at 24 months. \$13,500.

**Equipment: Cameras in Parking Lot.** The Upshur County Commission acquired properties in 2022, behind the Courthouse and Annex, that housed dilapidated residential structures. The structures are actively being razed with the goal of creating additional parking. There is currently insufficient parking for judicial staff and those attending Court proceedings. Therefore, a need has arisen for camera views in the rear of the Courthouse and Annex in order for security personnel to be able to view and monitor the forthcoming parking areas. Without adding these additional three (3) camera views, the rear of the Courthouse will be vulnerable to suspicious activity. The Court Security Advisory Board feels it is necessary to request funds to add these views in order to achieve a cohesive overwatch for providing the utmost secure campus for staff and public visitors to the Courts and Courthouse. The three (3) cameras will be PTZ cameras with mounts. \$9,849.

## **REQUEST FOR PROPOSALS**

**Upshur County Courthouse:  
Removing Slate Stair Treads and Rehabilitating Rear  
Stairwell Project**

**Grant Number: 21cycUpshu2024**

**1<sup>st</sup> Notification: March 28, 2024**

**2<sup>nd</sup> Notification: June 13, 2024**



**Upshur County Commission**

**91 West Main Street, Suite 101**

**Buckhannon, WV 26201**

**304-472-0535**

**[www.upshurcounty.org](http://www.upshurcounty.org)**

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### Invitation for Bids

#### **Upshur County Courthouse: Rear Stairwell Rehabilitation Project**

*Publish: June 19<sup>th</sup> and June 26<sup>th</sup>, 2024*

Project Location: Upshur County Courthouse located at 40 West Main Street Buckhannon, WV 26201.

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. Work shall adhere to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

A **mandatory pre-bid site visit** at the Courthouse will be held on June 28, 2024 at 1:00 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 format for submittals and information regarding the scope of work is available from the Upshur County Administrative Office, 91 West Main Street, Suite 101, Buckhannon, WV 26201, or online at <http://www.upshurcounty.org>.

Proposals must be submitted to the Upshur County Administrative Office, 91 West Main Street, Suite 101, Buckhannon, WV 26201 **no later than 4:00 PM on Wednesday, July 10, 2024, 2024**. Failure to provide the required information as requested in the RFP for Upshur County's review may result in disqualification.

Proposals received by this deadline will be opened, reviewed and read aloud by the Upshur County Commission at 9:15 a.m. on Thursday, July 11, 2024.

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

June 14, 2024	RFP document available from Owner
June 28, 2024	1:00 p.m. Mandatory Pre-Bid Meeting
July 10, 2024	Proposals received by Owner no later than 4 p.m.
July 11, 2024	Opening of the sealed bids and anticipated award of contract

### **Description of Project**

The Upshur County Courthouse is located in the center of downtown Buckhannon, West Virginia, at the intersection of Main Street and Locust Street. The Upshur County Courthouse was constructed between 1899-1901. The Courthouse has been listed on the National Register of Historic Places since December 31, 2009 as part of the Downtown Buckhannon Historic District. Preserving the interior and exterior architecture of this historic structure is important to continue to add historical significance to our quaint community.

The project includes replacing worn slate stair treads/landings and refreshing the rear staircase of the Upshur County Courthouse. The stair treads currently present are significantly worn due to 125 years of wear and tear. The original tread thickness appears to have been 1.25" thick slate approximately 4 feet wide and 12 inches deep. The fronts of some of the treads have worn literally to a point, creating a very dangerous tripping or fall hazard. All of the stairs have depressions on the landing from over a century's worth of use. The severity of the hazard is further compounded by the fact that the stair is a required means of egress for the first and second floors. Upshur County Employees and Judicial Staff primarily utilize the stairs to access the first and second floors of the building, which houses the 26<sup>th</sup> Judicial Circuit Court and Probation. The base of the stairwell is met by two doors, one entering the postage machine area and the other exits outside. Along with replacing the stair treads and landings, the refresh will entail painting the stair stringers, risers, and existing railings. To become compliant with Life Safety Code and ADA requirements, new, painted pipe railings will be installed continuously along the wall per flight of stair runs that do not already have a wall mounted railing.

### **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 timeline will need to be scheduled at a time to accommodate daily workflow within the Courthouse and the General Election. The project shall also adhere to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. The Commission has received the below recommendations for the rear stairwell project:

- (1) Complete removal and disposal of the existing 33 slate stair treads and 3 landings located in the rear of the main Courthouse facility.
- (2) Once the stair treads and landings are removed, apply at least one coat of paint to the stair stringers, risers and railings using the same color pallet as is currently present.
- (3) Install 33 new slate stair treads equivalent in size to the present. Also install 3 landings; 1 square landing approximately 4' x 4', and 2 triangular shaped landings in the specified locations.

- (4) The stair treads and landings will be made of slate and will surpass all ASTM Grade S1 requirements.
- (5) Touch up paint after installation, as needed.
- (6) Install new painted pipe railing continuously along the wall per flight of stair runs that do not currently have a handrail.
- (7) Removal and disposal of debris, trash, and remnants from the project.

Due to the nature of the work potentially being excessively loud or disruptive to the daily operations and functions of the Courthouse, the removal and/or installation process may need to be completed after 4pm on weekdays at the discretion of the Upshur County Commission or its designee. Potential bidders must be able to accommodate an after 4pm weekday work schedule should it be deemed necessary.

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, 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 will be required to 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.

#### **Mandatory Pre-Site Visit**

A mandatory pre-bid site visit at the Courthouse will be held on Friday, June 28, 2024 at 1:00 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:

- A two-envelope system will be used.  
Envelope No. 1 must have the following information presented on the front:

Name and address of Bidder  
Upshur County Courthouse: Rear Stairwell Project

Envelope No. 2 labeled “Bid Proposal” shall also be placed inside of Envelope #1.

Envelope No. 1 will be opened first and the Bid Opening Requirement items checked for compliance. If such documents are found to be in order, Envelope No. 2 “Bid Proposal”, will then be opened and will be publicly read aloud. If the documents required to be contained in Envelope No.1 are not in order, Envelope No. 2 “Bid Proposal” will not be opened and the Bid will be considered non-responsive and will be returned to the Bidder.

**The following shall be placed within Envelope No. 1:**

- **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 while being flexible to accommodate Courthouse functions. Staff and poll workers will utilize the rear stairwell during the General Election, so that

timeframe will have to be considered and worked around.

- 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
  - Any Additional Documentation as Required by the Owner

**Envelope No. 2 shall contain the following:**

- 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. **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.**

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 (1) original and three (3) copies of the completed proposals marked "Upshur County Stairwell Rehabilitation Project" to:

Upshur County Commission  
c/o Cindy Hughes  
Upshur County Courthouse:

Rear Stairwell Project  
91 W Main Street, Suite 101  
Buckhannon, WV 26201

Proposals must be received no later than 4:00 p.m. on Wednesday, July 10, 2024.

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, July 11, 2024 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 Cindy Hughes, Assistant County Administrator at [chughes@upshurcounty.org](mailto:chughes@upshurcounty.org) or (304) 472-0535 ext. 3 or Greg Harris, Facilities Director, at (304) 472-6717.

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.

**Bid Pricing Sheet**

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

<b>Item</b>	<b>Price (\$)</b>
Lump sum price for all material and labor outlined within the scope of work.	
Allowances/Contingencies: _____	
Other: _____	
B&O Taxes (if applicable)	
<b>Subtotal</b>	
<b>Total</b>	

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.

**Contractor's Representations**

The undersigned bidder certifies that they have:

1. Familiarized themselves with this RFP, acknowledges that guidance should be obtained from *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 Courthouse: Rear Stairwell Rehabilitation 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 Courthouse: Rear Stairwell Rehabilitation 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 \_\_\_\_\_, 2024  
 by \_\_\_\_\_ representative for \_\_\_\_\_.

 \_\_\_\_\_  
 Notary

 \_\_\_\_\_  
 Commission expiration date

(seal)

**Drug Free Affidavit**

**\*\*DRAFT\*\*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 Upshur County Courthouse: Rear Stairwell Rehabilitation Project. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Section 1 – Work**

Contractor shall complete all work outlined within the scope of work, which will include at least the following items:

- (1) Complete removal and disposal of the existing 33 slate stair treads and 3 landings located in the rear of the main Courthouse facility.
- (2) Once the stair treads and landings are removed, apply at least one coat of paint to the stair stringers, risers and railings using the same color pallet as is currently present.
- (3) Install 33 new slate stair treads equivalent in size to the present. Also install 3 landings; 1 square landing approximately 4' x 4', and 2 triangular shaped landings in the specified locations.
- (4) The stair treads and landings will be made of slate and will surpass all ASTM Grade S1 requirements.
- (5) Touch up paint after installation, as needed.
- (6) Install new painted pipe railing continuously along the wall per flight of stair runs that do not currently have a handrail.
- (7) Removal and disposal of debris, trash, and remnants from the project.

Due to the nature of the work potentially being excessively loud or disruptive to the daily operations and functions of the Courthouse, the removal and/or installation process may need to be completed after 4pm on weekdays at the discretion of the Upshur County Commission or its designee. Potential bidders must be able to accommodate an after 4pm weekday work schedule should it be deemed necessary.

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 by Contractor 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. A timeline and length of project will be established between the two parties. 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.

**This Agreement will be effective on the \_\_\_\_ day of \_\_\_\_\_, 2024.**

#### **OWNER:**

**County Commission of Upshur County**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for Giving Notices:

#### **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

Greg Harris, Facilities Director (304) 472-6717.

Telephone:

Facsimile:



# Local Government Grant Application

West Virginia Energy Efficiency and Conservation Block Grant Program (EECBG)

**West Virginia Office of Energy**  
**Energy Efficiency and Conservation Block Grant Program (EECBG)**

**Address:** West Virginia Office of Energy  
1900 Kanawha Boulevard East  
Building 3, Suite 600  
Charleston, WV 25305

**EECBG Federal Award ID:** DE- SE0000207.0000

**Email:** garrett.c.weaver@wv.gov

*Refer to grant guidance document before completing this Application. Applications will be accepted on a rolling basis.*

## I. APPLICANT INFORMATION

**Project Title:** Upshur County Courthouse Window Replacement Project

**Name of Organization:** Upshur County Commission

**Mailing Address:** 91 West Main Street, Suite 101, Buckhannon, WV 26201

**Federal Tax ID #:** 55-6000406

**UEI/SAM #:** L1BDAD3EH4A7

**Employer Identification Number (EIN):** 55-6000406

**Project Coordinator Name:** Cindy Hughes

**Title:** Assistant County Administrator

**Telephone:** 3044720535 x3

**Email:** chughes@upshurcounty.org



**Organization Signatory Name:**

**Title:**  **Telephone:**

**Email:**

**Billing Contact:**

**Title:**  **Telephone:**

**Email:**

## II. PROJECT DESCRIPTION

**A. Project Overview:** Provide a detailed description of your proposed project. Include location, facility type, and the plans to increase the energy efficiency in the project location. (Attach additional sheets if necessary.) As part of this project, the West Virginia Office of Energy will provide energy technical assistance and audit services through our partnership with the West Virginia Industrial Assessment Center and WV ASHRAE Chapter. The following activities are eligible for funding:

- Installation of insulation
- Installation of energy efficient lighting
- HVAC upgrades (to existing systems)
- Weather sealing
- Purchase and installation of energy efficient or energy/water efficient appliances and equipment
- Retrofit of energy efficient pumps and motors
- Retrofit and replacement of windows and doors.

See Attachment for details of the Project Description.

## **Project Description:**

The purpose of this grant request is to obtain funding to be used to replace a large window on the front of the Upshur County Courthouse. The Courthouse was listed on the National Register of Historic Places on December 31, 2009 as part of the Downtown Buckhannon Historic District. The Courthouse is located in the center of downtown Buckhannon, West Virginia, at the intersection of Main Street and Locust Street. The first Courthouse was constructed from 1854-1855 and was damaged by fire three times during the first six months of use and saw heavy abuse during the Civil War. The present Courthouse was constructed from 1899-1901.

The current window that adorns the front of the Courthouse is very large in size, measuring approximately 144 X 108 inches. It is arch shaped, originally partitioned into three sections and sits beautifully over the main entrance of the Upshur County Courthouse. It is currently constructed of a plexiglass material that is discolored, foggy in appearance and not insulated. The location of the window is elevated and therefore not easily reached from the exterior. A replacement project will require expertise in commercial installation and a manlift or similar apparatus will be necessary to complete the work due to the height of its location. Interiorly, the window sits adjacent from the Courtroom and is easily reached. Currently, the window has an extra layer of plexiglass independently affixed on the lower half to keep citizens, adults, and children from pushing on the plexiglass. This is a safety measure. Furthermore, due to limited financial resources, the Upshur County Commission has desired to replace the window with a more energy-efficient, appropriately attractive replacement for several years; however, that has not been fiscally possible.

The Upshur County Commission desires to keep the same beautiful-shaped window that is original to the Courthouse; however, replacing the plexiglass with a window that is more energy efficient and economical is crucial. Important components to consider, which influence the overall energy-related property of the window, include evaluating the frame type, glazing options, fills and spaces and how the window will function. Improving the thermal resistance of these properties will particularly influence its heat loss rating. A low u-factor rating, appropriate for Commercial properties, is most desired. The Commission is committed to finding ways to identify and implement energy conservation measures (ECMs) to save taxpayer dollars, supplement limited operating budgets, and pay for other public priorities. Studies and evaluations are repeatedly showing that small and medium-sized state and local government buildings are good candidates to decrease energy usage and save an estimated 20-30% overall energy costs. The total amount of benefit from the implementation of this project is unable to be projected; however, utility bills are included in the application to document heating and cooling expenditures. While the annual cost savings is not able to be calculated, we do anticipate a reduction in energy costs.

The Commission does anticipate an environmental benefit through the reduction of energy consumption. Due to the lack of insulation provided by the current window, the Commission is hopeful the new window will give a better quality thermal envelope resulting in a decrease in electricity generation and consumption. This will reduce the amount of fuel needed to

generate electricity and the amount of air pollution emitted as a result. In addition, the Commission anticipates a reduction in the road noise experienced by Circuit Court as the building overlooks the busy Buckhannon Main Street. The window is adjacent to the Courtroom, administrative offices, and vestibule; therefore, discussions between attorneys and clients become difficult with the road noise.

The Upshur County Commission was delighted to learn of this grant opportunity that, if funded, could potentially remedy this unsightly yellow-stained plexiglass material with an energy efficient window that will be more consistent with the historical nature of the building.

**B. Project Metrics Summary:** Estimate the total benefits that will result from the implementation of the project(s) and attach documentation for a minimum of 1-years worth of utility bills. Metric descriptions are provided below.

Total Projected Annual Cost Savings (if applicable):

\$

Projected Simple Payback Period (if applicable):

years

Expected Useful Life:

years

Environmental Benefits:

**Total Projected Annual Cost Savings:** The sum of annual energy cost savings for all energy measures included in the project(s).

**Projected Simple Payback Period:** The projected time to recoup the funds to be expended for the project(s). The simple payback period is calculated by dividing the total project(s) costs by the total projected annual cost savings.

**Expected Useful Life:** The average amount of time in years that an item, component, or system is estimated to function when installed new and routine maintenance is performed.

**Environmental Benefits:** The expected environmental benefits from the project(s). Benefits such as avoided greenhouse gas emissions in units of carbon dioxide equivalent (CO<sub>2</sub>e) may be determined using calculators such as [EPA's Greenhouse Gas Equivalencies Calculator](#). Other environmental benefits could include improved water quality, noise reduction, etc.

**C. Project(s) Site Information:** Please provide the following information regarding the project site(s). Project site must be owned.

Project Address:

Annual Hours of Operation:

Square Footage:

Age of Building (years):

### III. APPLICANT OBLIGATION(S)

By submitting a Grant Application, the Applicant understands all applicable funding obligations and agrees to comply with [US DOE Terms and Conditions](#) (PDF).

**A. Applicant's Responsibility:** The Applicant shall be fully acquainted with conditions relating to the scope and restrictions applicable to an award. The failure or omission of Applicant to be acquainted with existing conditions shall in no way relieve Applicant of any obligation with respect to the award. Subrecipients must comply with all applicable federal, state and local laws and regulations.

**B.** The Applicant assumes sole responsibility for the completion of the scope of work within 2 years of award issuance. The Office of Energy will consider the above-listed Project Coordinator to be the sole point of contact regarding all award matters.

**C.** The Office of Energy does not endorse any vendors. The Applicant is responsible for all project coordination and management of any vendors or other third parties that may be involved with the project(s) outside of the audit provided by West Virginia IAC.

**D.** As noted in the US DOE Terms and Conditions, all projects must comply with the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to authorization of the use of Federal funds. Additionally, projects are subject to Build America, Buy America (BABA) requirements and compliance with the Davis-Bacon Act (DBA). See Program Application Guidance.

**E. Funding Source:** Funding for the West Virginia EECBG Program is provided entirely from the Federal State Energy Program and, consequently, all federal regulations and reporting requirements apply. Additionally, the West Virginia Office of the State Auditor requires grant funds to retain their character as federal expenditures and disbursements by the Office of Energy are to be reported on the Schedule of Expenditures of Federal Awards.

1. Federal Award Identifier: DE-SE0000207.0000
2. CFDA Number: 81.128

**F. Monitoring Visit:** The Office of Energy will conduct an on-site project monitoring/ inspection visit prior to making the final grant disbursement. Documents must be retained for three (3) years per Federal requirements.

**G. Federal Audits:** Annual financial statements are required to be audited by a Certified Public Accountant (CPA) in accordance with the applicable OMB Circular and/or AICPA Standards. These funds are required to be listed on the Schedule of Federal Expenditures under CFDA #81.128. Within nine (9) months of the close of your fiscal year Subrecipients will forward to the Energy Office financial statements that reflect the receipt of EECBG federal funds.

#### IV. APPLICANT'S SIGNATORY OFFICIAL

I certify that by signing below, I have the legal authority to bind my organization and request this grant; and that, if approved, (a) these funds will be used for the authorized scope of work; (b) as the Subrecipient, I fully understand the responsibilities of accepting the federal funds identified herein; (c) that my organization owns the property involved in the energy retrofit project(s); and, (d) that the building being retrofitted is intended to be in use for a minimum of ten years.

Name:

Title:

Signature:

Date:

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS		OMB Number 4040-0011 Expiration Date: 01/31/2025	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED  <b>Federal Aviation Administration</b>		1. TYPE OF REQUEST [ ] FINAL [X] PARTIAL	2. BASIS OF REQUEST [X] CASH [ ] ACCRUAL
6. EMPLOYER IDENTIFICATION NUMBER <b>30-0733276</b>		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY <b>3-54-0039-039-2023</b>	
UEI: <b>YLDRBMJNSZP5</b>		5. PARTIAL PAYMENT REQUEST NO. <b>Request No. 7</b>	
9. RECIPIENT ORGANIZATION <b>Name: Buckhannon Upshur Airport Authority</b> <b>No. and Street: Post Office Box 1042</b> <b>City, State and ZIP Code: Buckhannon, West Virginia 26201-1042</b>		8. PERIOD COVERED BY THIS REPORT FROM: (MONTH / DAY / YEAR) <b>March 12, 2024</b> TO: (MONTH / DAY / YEAR) <b>June 10, 2024</b>	
10. PAYEE (Where check should be sent if different than Item 9) <b>Name:</b> <b>No. and Street:</b> <b>City, State and ZIP Code:</b>			
11. COMPUTATION OF AMOUNT OF REIMBURSEMENT / ADVANCES REQUESTED			
PROGRAMS / FUNCTIONS / ACTIVITIES	(a) Budget	(b) Total to Date	(c) Previously Requested
a. Administrative expense	\$10,000.00	\$7,488.38	\$7,488.38
b. Preliminary Expense	\$0.00	\$0.00	\$0.00
c. Land, structures, right-of-way	\$0.00	\$0.00	\$0.00
d. Architectural engineering basic fees	\$77,793.00	\$73,094.15	\$73,094.15
e. Other Architectural engineering fees	\$72,365.00	\$67,614.75	\$61,246.00
f. Project Inspection fees	\$2,597.00	\$315.08	\$315.08
g. Land Development	\$0.00	\$0.00	\$0.00
h. Relocation expenses	\$0.00	\$0.00	\$0.00
i. Relocation payments to individuals and businesses	\$0.00	\$0.00	\$0.00
j. Demolition and removal	\$0.00	\$0.00	\$0.00
k. Construction and project improvement costs	\$57,000.00	\$0.00	\$0.00
l. Equipment	\$0.00	\$0.00	\$0.00
m. Miscellaneous cost	\$0.00	\$0.00	\$0.00
n. Total Cumulative to Date (sum of line a. through line m.)	\$219,755.00	\$148,512.36	\$142,143.61
o. Deductions for program income			
p. Net cumulative to date (line n. minus line o.)			
q. Federal share to date			
r. Rehabilitation grants (100% reimbursement)			
s. Total Federal Share (line q. plus line r.)	\$197,779.00	\$133,661.12	
t. Federal payments previously requested		\$127,929.25	
u. Amount requested for reimbursement			\$5,731.87
v. Percentage of physical completion of project		68%	
12. CERTIFICATION			
I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.	RECIPIENT	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REPORT SUBMITTED 6/10/2024
		TYPED OR PRINTED NAME AND TITLE Michael Ruffing President, Buckhannon Upshur Airport Authority	TELEPHONE 412-812-2757
	Representative certifying to line 11v.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE SIGNED
		TYPED OR PRINTED NAME AND TITLE Samuel R. Nolte President, Upshur County Commission	TELEPHONE 304-472-0535

BUCKHANNON UPSHUR AIRPORT AUTHORITY  
SUMMARY OF SPONSOR INVOICE # W22-039-R7  
GRANT # 3-54-0039-039-2023

Contractor/Consultant Name	Contractor Invoice #	Invoice Date	Due Date	Billed Amount	AIP Costs (90%)	Non-AIP Costs	Worksite Name	Short Summary of Services/Materials
Chapman Technical Group	23006-20975	5/31/2024	N/A	\$ 6,368.75	\$ 5,731.87	\$ 636.88	Upshur County Regional Airport	Other Engineering Fees for Install Airport Beacon (Design)
TOTAL REQUESTED					\$ 5,731.87			

# INVOICE

May 31, 2024

Buckhannon Upshur Airport Authority  
Attn: Jennifer Powers, Airport Manager  
P.O. Box 1042  
Buckhannon, WV 26201

Re: Relocate Airport Beacon  
FAA AIP No. 3-54-0039-039-2023

## INVOICE NO. 20975

Professional Engineering Services April 28, 2024 through May 25, 2024.

	Phase	Contract Amount	% Comp	Amount Earned to Date	Amount Previously Invoiced	Balance Remaining	Amount this Invoice
01	Design Development	\$ 22,729.00	100%	\$ 22,729.00	\$ 22,729.00	\$ -	\$ -
02	Construction Documents	8,376.00	100%	\$ 8,376.00	\$ 8,376.00	\$ -	\$ -
03	Bidding & Constructing	5,865.00	100%	\$ 5,865.00	\$ 5,865.00	\$ -	\$ -
06	Surveying Services	2,144.00	0%	\$ -	\$ -	\$ 2,144.00	\$ - Hrly
07	Additional Services-Geotechnical	23,057.50	100%	\$ 23,057.50	\$ 17,738.75	\$ -	\$ 5,318.75
09	Special Services	5,000.00	49%	\$ 2,430.00	\$ 1,380.00	\$ 2,570.00	\$ 1,050.00
<b>Totals:</b>		<b>\$ 67,171.50</b>		<b>\$ 62,457.50</b>	<b>\$ 56,088.75</b>	<b>\$ 4,714.00</b>	<b>\$ 6,368.75</b>
<b>TOTAL AMOUNT DUE THIS INVOICE</b>							<b>\$ 6,368.75</b>

PLEASE REMIT TO:  
Chapman Technical Group LTD  
c/o GRW Engineers  
801 Corporate Dr.  
Lexington, KY 40503  
304.727.5501

*Thank you for your business!*  
Chapman Technical Group/GRW | engineering | architecture | landscape architecture | geospatial

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

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

TDD Numbers  
Business: 472-9550  
Emergency: 911

June 13, 2024

Honorable Robert N. Skinner, III  
Mayor of Buckhannon  
City Hall  
70 East Main Street  
Buckhannon, WV 26201

**Re: City of Buckhannon  
Morton Avenue (WV County Route 13) Sidewalk and Lighting Project  
Letter of Support for the Construction Phase**

Dear Mayor Skinner,

On behalf of the Upshur County Commission, our organization is pleased to support the City of Buckhannon's grant application through the West Virginia Department of Transportation – Division of Highway's Transportation Alternatives Program. We understand that the proposed project focuses on constructing safe, elevated ADA-compliant sidewalks and the installation of streetlights along Morton Avenue. This will offer community members and visitors a vehicular-free option of accessing downtown Buckhannon's residential, business, commercial, and governmental areas.

As downtown Buckhannon continues to expand the availability of resources for evolving daily needs, it is important for non-drivers, including children, older adults, and individuals with disabilities, to be provided with a safe walking and bicycling environment. These resources range from family support centers, and public health services, to marketplaces offering food, medications, and personal hygiene items. One of the greatest needs within Upshur County is public transportation. Until that void is filled, vehicular-free options are of utmost importance.

The City's continued efforts to obtain funding for this project are supported by the Upshur County Commission.

Sincerely,

Samuel R. Nolte – President  
Upshur County Commission

**WEST VIRGINIA COMMUNITIES  
RISK POOL**

**COVERSHEET TO MEMBER AGREEMENT**

**Member:** Upshur County Commission

**Contract #:** WV-UP-049-25

**Coverage Certificate Term - Effective Date:** 07/01/2024

**Expiration Date:** 07/01/2025

COVERAGE	LIMIT OF LIABILITY*	ANNUAL CONTRIBUTION
I.		
A. <b><u>Property</u></b>		\$36,046
Buildings/Contents - Replacement Cost, unless otherwise noted		
• Business Interruption/Extra Expense	\$450,000	
• Back-up of Sewers and Drains (Per Occurrence)	\$1,000,000	
• Debris Removal	\$20,000,000	
• Pollutant Clean-up and Removal	\$500,000	
• Newly Acquired Locations (per occurrence up to 120 days)	\$10,000,000	
• Property in Transit	\$5,000,000	
• Utility Services Time Element	\$2,000,000	
• Increased Cost of Construction/Ordinance/Demolition	\$20,000,000	
• Earthquake (Pool Aggregate)	\$10,000,000	
• Flood (outside 100-year flood plain; Pool Aggregate)	\$10,000,000	
B. <b><u>Equipment Breakdown</u></b>		\$3,646
• Limit Per Breakdown	\$50,000,000	
C. <b><u>Inland Marine</u></b>		\$4,192
Replacement Cost if scheduled, otherwise Actual Cash Value		
D. <b><u>General Liability</u></b>		\$47,204
• Bodily Injury & Property Damage	\$1,000,000	
• Personal Injury & Advertising	\$1,000,000	
• Products & Completed Operations	\$1,000,000	
• Fire Legal Liability - Real Property	\$100,000	
• Employee Benefits Liability	\$1,000,000	
• Broad Form Property Damage and Property in the Care, Custody, and Control	\$100,000	
E. <b><u>Automobile</u></b>		\$39,350
• Bodily Injury & Property Damage - Owned & Hired Autos	\$1,000,000	
• Medical Payments	\$2,000	
• Non-Owned Liability	\$1,000,000	
• Uninsured Motorists	\$1,000,000	
• Underinsured - Underinsured Motorist	\$250,000	
• Garage Liability	\$1,000,000	
• Garagekeepers	\$100,000	
• Automobile Physical Damage	Actual Cash Value or Cost of Repairs Less Deductible	
F. <b><u>Public Officials Liability</u></b>		\$12,090
• Per Occurrence	\$1,000,000	
• Annual Aggregate	\$1,000,000	
G. <b><u>Law Enforcement Liability</u></b>		Included
• Per Occurrence	\$1,000,000	
H. <b><u>Crime</u></b>		\$950
• Employee Dishonesty, Faithful Performance	\$250,000	
• Broad Form Monies and Securities—Inside/Outside	\$250,000	
• Money Orders, Counterfeit, Depositors Forgery	\$250,000	

I.	<b><u>Cyber Risk</u></b>		\$3,000
	• Limit of Liability	\$1,000,000	
J.	<b><u>Environmental Liability</u></b>		Included
	• Each Incident and Aggregate	\$500,000	
	• Pool Aggregate	\$1,000,000	
K.	<b><u>Excess Liability</u></b>		\$5,863
	• Excess Automobile Liability - Limit	\$1,000,000	
	• Excess General Liability - Limit	\$1,000,000	
	• Excess Law Enforcement Liability - Limit	\$1,000,000	
	• Excess Public Officials Liability - Limit	\$1,000,000	
	• Excess Public Officials Liability - Annual Aggregate	\$1,000,000	
	Excess Liability does not include coverage for Non-Owned Automobile Liability or Garage Liability. Uninsured/Underinsured Motorists coverage not Included unless elected, returned within 30 days of receipt and additional contribution paid.		
L.	<b><u>Workers' Compensation</u></b>		\$78,072
	• Employers' Liability (Coverage B)	\$1,000,000	
	• Coverage A	Statutory	
	Program Credit, if Applicable		Included in Above
	<b>Total Annual Contribution</b>		\$230,413

\*Coverages provided are limited to those listed herein.

\*Limits noted are subject to the terms, conditions, and exclusions of the contract. Sublimits may apply.

**DEDUCTIBLES (Per Occurrence)**

II.

<b>A. Property</b>	
• Per Building and Contents Final Contribution Allocation Schedule (PR_77458) Attached Below	
• Flood	\$25,000
• Earthquake	\$25,000
<b>B. Equipment Breakdown</b>	
• Per Occurrence	\$1,000
<b>C. Inland Marine</b>	
• Per Final Contribution Allocation Schedule (IM_77458) Attached Below	
<b>D. General Liability</b>	
• General Liability	\$0
<b>E. Automobile</b>	
• Comp/Coll Deductibles Per Final Contribution Allocation Schedule (BA_77458) Attached Below	
• Liability	\$0
• Hired Car Physical Damage Comprehensive	\$1,000
• Hired Car Physical Damage Collision	\$1,000
• Garagekeepers	\$1,000
<b>F. Public Officials Liability</b>	
• Per Occurrence	\$10,000
<b>G. Law Enforcement Liability</b>	
• Per Occurrence	\$10,000
<b>H. Crime</b>	
• Per Occurrence	\$250
<b>I. Cyber Risk</b>	
• Per Claim	\$0
<b>J. Environmental Liability</b>	
• Per Occurrence	\$25,000
<b>K. Excess Liability</b>	
• Per Occurrence	Underlying Limits
<b>L. Workers' Compensation</b>	
• Per Occurrence	\$0

### III. EXCESS COVERAGE OF POOL

- A. **Property:** The Pool maintains reinsurance coverage up to \$100,000,000 in excess of the Pool's per occurrence retention of \$500,000. Each member chooses coverage limits which are set forth in the individual Member Contract. The Reinsurance limits do not increase the limits or benefits available to individual Members or Covered Persons. There could be instances where the reinsurance limits are exhausted, and the Reinsurance obligation ceases. If the Reinsurer coverage obligation ceases, WVcorp will continue to honor each Member Contract up to the limits set forth in the individual Member Contract.
- B. **Liability:** The Pool maintains reinsurance coverage up to the limit of liability shown on page one of this document in excess of the Pool's per occurrence retention of \$500,000.
- C. **Worker's Compensation:** The Pool maintains reinsurance coverage up to the statutory limit of liability in excess of the Pool's per occurrence retention of \$500,000.
- D. **Stop Loss:** The Pool maintains a stop loss aggregate, which attaches at 120% of the contribution collected.

### IV. CONTRIBUTION ASSESSMENT

The contributions were based on pool members' experience modified in accordance with an actuarially derived formula.

Whenever the Supervisory Board and the Insurance Commission determine that the fund account is actuarially insufficient, when considering pool assets and reserves to cover known claims both reported and unreported, the board shall make an assessment of the members of the Pool. Such assessments shall be paid within 90 days.

### V. SERVICE AGENT – Risk Management Programs, Inc.

Note: Local government group self-insurance pools are not protected by any West Virginia insurance guaranty association against default due to insolvency. In the event of insolvency, Members and persons filing claims against Members may be unable to collect any amount owed to them by the Pool regardless of the terms of the Member agreement. In the event the pool is in a deficit position, a Member may be liable for any and all unpaid claims against such Member.

With regards to Workers' Compensation liability, each member agrees to assume and discharge, jointly and severally, any liability under the West Virginia Workers' Compensation Laws of any and all employers party to such agreement and which provides that, in addition to the rights of the pool, in the event of failure of the pool to enforce such rights after reasonable notice to the pool, the commissioner may, at his or her sole discretion, order members to pay into the self-insured Employer Guaranty Risk Pool and Self-Insured Employer Security Risk Pool (if applicable) an amount sufficient to cover the estimated cost of all the accrued and contingent liabilities resulting from the period of self-insured status, or, in the alternative and in the commissioner's sole discretion, secure the liabilities in a manner consistent with other provisions of this rule.

ACCEPTED  
BY: \_\_\_\_\_

SIGN  
HERE


**esri**®

 380 New York Street  
 Redlands, CA 92373

## Quotation

Page 3

**Date:** 06/06/2024      **Quotation No:** 26218434      **Customer No:** 368918

Item	Qty	Material#	Unit Price	Extended Price
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Renew online by using a credit card, purchase order, or by requesting an invoice at  
<https://www.esri.com/en-us/quote-order/renew>.

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

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

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at

<http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at

<http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.



Esri Inc  
380 New York Street  
Redlands CA 92373

## **Subject: Renewal Quotation**

**Date:** 06/06/2024  
**To:** Terri Jo Bennett  
**Organization:** County of Upshur  
County Commission Dept  
**Fax #:** **Phone #:** 304-472-1673  
  
**From:** Tyler Tellez  
**Fax #:** **Phone #:** Ext.  
**Email:** ttellez@esri.com

Number of pages transmitted  
(including this cover sheet): 4

Quotation #26218434  
Document Date: 06/06/2024

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



## Quotation

**Date:** 06/06/2024

**Quotation Number:** 26218434

County of Upshur  
County Commission Dept  
E911 Div  
38 W Main St Rm 303  
Buckhannon WV 26201-2259

**Attn:** Terri Jo Bennett

**Email:** tjb@upshurcounty.org

**Customer Number:** 368918

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

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Tyler Tellez

**Please include the following remittance address on your Purchase Order:**

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

Item	Qty	Material#	Unit Price	Extended Price
10	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 10/01/2023 End Date: 09/30/2024 Subscription ID: 8715136268	1,750.00	1,750.00
3010	1	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 10/01/2023 End Date: 09/30/2024 Subscription ID: 8715136268	1,400.00	1,400.00
4010	1	97444 ArcGIS Engine Single Use without Extension Maintenance Start Date: 10/01/2023 End Date: 09/30/2024	110.00	110.00
5010	1	97445 ArcGIS Engine Single Use with Extension Maintenance	430.00	430.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>  
For questions related to the price change, please reach out to your assigned Esri Account Manager.

**Quotation is valid for 90 days from document date.**

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

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**<sup>®</sup>380 New York Street  
Redlands, CA 92373**Quotation**

Page 2

**Date:** 06/06/2024**Quotation Number:** 26218434

Item	Qty	Material#	Unit Price	Extended Price
<hr/>				
Start Date: 10/01/2023				
End Date: 09/30/2024				
6010	1	161349	1,250.00	1,250.00
ArcGIS GIS Server Workgroup Basic Maximum Four Cores Maintenance (Server Standard Migration)				
Start Date: 10/01/2023				
End Date: 09/30/2024				

<b>Item Subtotal</b>	4,940.00
<b>Estimated Tax</b>	0.00
<b>Total</b>	<b>USD 4,940.00</b>

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



June 7, 2024

Joyce Harris-Thacker

Dear Honorable County Commission Members:

I would respectfully request to be reappointed to the Upshur County Solid Waste Authority. If you have any questions, please do not hesitate to contact me at [joyce.harristhacker@k12.w.us](mailto:joyce.harristhacker@k12.w.us).

Thank you so much.

Sincerely,

Joyce Harris-Thacker

[Joyce.harristhacker@k12.wv.us](mailto:Joyce.harristhacker@k12.wv.us)



1150 Route 20 South Road  
Buckhannon, WV 26201

June 7, 2024

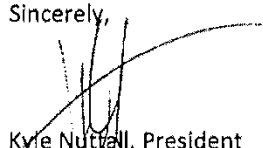
Upshur County Commission  
91 W. Main St.  
Buckhannon, WV 26201

Dear Commissioners:

According to the Special Library Funding Law, it is the County Commission's responsibility this year to appoint a member to the Upshur County Public Library Board of Trustees. The Library Board would like to recommend the reappointment of Katie Loudin.

Katie has been an active board member for several years, being appointed at different times by both the County Commission and the Board of Education. The County Commission may appoint the person of their own choice. However, the current library board did want to apprise you of what a good board member Katie has been, and therefore, ask that you consider making her your nominee.

Sincerely,



Kyle Nuttall, President  
Board of Trustees,  
Upshur County Public Library



### Upshur County Firefighter Association

The UCFA voted on May 29, 2024 to accept Steve Linger as are ETAB advisor. Steve Linger wil be replacing Ed. Ware as of June 1, 2024.

Thanks Tyvonne Gibson UCFA Pres.



**STATE OF WEST VIRGINIA**  
**EXECUTIVE DEPARTMENT**

**At Charleston**

**A PROCLAMATION**

**By the Governor**

**WHEREAS**, Juneteenth, also known as Freedom Day or Emancipation Day, is celebrated each year on June 19 in the United States to commemorate the end of slavery; and

**WHEREAS**, President Abraham Lincoln issued the Emancipation Proclamation on New Year's Day in 1863, which ordered the freeing of all slaves in states that were rebelling against Union forces; and

**WHEREAS**, the Emancipation Proclamation had little effect in Texas, where there were few Union troops to enforce the order; and

**WHEREAS**, the message of freedom finally reached African Americans in Texas on June 19, 1865, when Union General Gordon Granger, backed by nearly 2,000 troops, arrived in the city of Galveston, and made the announcement; and

**WHEREAS**, West Virginia recognizes Juneteenth as the oldest known celebration commemorating the end of slavery; and

**WHEREAS**, on June 17, 2021, President Biden signed the Juneteenth National Independence Day Act, which established Juneteenth as an official federal holiday; and

**WHEREAS**, West Virginia Code § 2-2-1 and West Virginia Code of State Regulations § 143-1-14 vests the Governor with the authority to proclaim and treat additional days as official holidays or days of special observance, or days for the general cessation of business; and

**WHEREAS**, in acknowledgement of the historical significance of Juneteenth, and the fact it is recognized as an official federal holiday, it is fitting and proper that the public employees of this State be permitted to generally cease business on Wednesday, June 19, 2024, to spend an extended and enjoyable holiday with their loved ones.

**NOW, THEREFORE, I, JIM JUSTICE**, pursuant to the foregoing and by virtue of the authority vested in me as the Governor of the State of West Virginia, do hereby **PROCLAIM** and **ORDER** that Wednesday, June 19, 2024, shall be treated as if it were an official holiday, and the public employees of this State may be excused from their work duties on that day without charge against accrued annual leave; and do further

**PROCLAIM** that this **ORDER** shall not affect private businesses, local governments, and other entities and individuals not employed by the State of West Virginia; nor shall it affect the work requirements of those public employees who may be called upon to safeguard the health, safety, and welfare of West Virginia's citizenry and compensated in accordance with the legislative rules established by the West Virginia Division of Personnel; however, in accordance with West Virginia Code § 2-2-1(c), county commissions may treat Wednesday, June 19, 2024, as if it were a legal holiday, and the courts may do the same.

*[Signature Page Follows]*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of West Virginia to be affixed.



By the Governor

DONE at the Capitol in the City of Charleston, State of West Virginia, this Seventh Day of June, in the Year of our Lord, Two Thousand Twenty-Four, and in the One Hundred Sixty-First Year of the State.

  
GOVERNOR



SECRETARY OF STATE



# UPSHUR PROPERTY LLC

100 TYGART DRIVE • GRAFTON, WV 26354 • (304) 265-9769



June 3, 2024

**CERTIFIED MAIL No. 9589 0710 5270 0855 2311 37**  
**Return Receipt Requested**


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

To Whom it May Concern:



In compliance with the surface mining laws of West Virginia, enclosed please find a copy of a Legal Advertisement for Upshur Property LLC, Permit No. P-698 Increment No(s). 3 and 18 to be placed in the local newspaper in conjunction with applying to the West Virginia Department of Environmental Protection for a Phase 1, 2 and 3 release. This site is located in Washington District of Upshur County, 3.5 miles southeast of Tallmansville and discharges into an Unnamed Tributary of Right Fork of Tenmile Creek and Tenmile Creek, Unnamed Tributaries of Right Fork Middle Fork River and Laurel Run of the Buckhannon River and Middle Fork River of the Tygart Valley River.



Current laws and regulations require that local agencies be notified of this release. If you can be so kind, sign, and date the attached certified green card and return it to Upshur Property.


**Upshur Property LLC**

	<b>Applicant:</b> UPSHUR PROPERTY LLC	<b>Type:</b> Incremental Phase 3
	<b>Reference ID:</b> P069800 INC. 3 Phase 1.2.3	<b>Release</b>
	<b>Release (05/08/2024)</b>	<b>Permit ID:</b> P069800
	<b>Status:</b> New	<b>Printed:</b> May. 28, 2024 11:36 AM



**MR-7-AD: Advertisement**



INSTRUCTIONS	
This advertisement is for an application for a release of an Article 3 permit.	Ad will be published once a week for four successive weeks with six full days between publication. <b>Advertisement must include a location map.</b>
Initial Date of Publication: 6/5/2024 	Final Date of Publication: 6/26/2024 

ADVERTISEMENT	
<p>UPSHUR PROPERTY LLC, 100 TYGART DR, GRAFTON, WV 26354</p> <p>Notice is hereby given that _____ has submitted an application with the Department of Environmental Protection (DEP), 47 School Street, Suite 301, Philippi, WV, 26416-1600 for a Phase 1, 2 and 3 release on Permit Number P069800 Increment Number 3 issued for 95 acres.</p> <p>The permit is located in WASHINGTON District of Upshur County, 3.5 miles southeast (Direction) of TALLMANSVILLE (Nearest PO) on an Unnamed Tributary of Right Fork of Tenmile Creek and Tenmile Creek (Primary Receiving Stream) of Buckhannon River (Secondary Receiving Stream) of Tygart Valley River (Major Drainage Basin).</p> <p>UPSHUR PROPERTY LLC completed final reclamation on 9/15/1988  (Date) and is requesting release of 100 percent of the reclamation performance bond currently in the amount of \$ 475,000.00 .</p> <p>Written comments will be received at the DEP address above until 7/26/2024 , or thirty (30) days from date of <u>final publication</u>.</p>	

	Applicant: UPSHUR PROPERTY LLC	Type: Incremental Phase 3
	Reference ID: P069800 INC. 18 Phase 1.2.3	Release
	Release (05/08/2024)	Permit ID: P069800
	Status: New	Printed: May. 28, 2024 11:35 AM

**MR-7-AD: Advertisement**

INSTRUCTIONS	
This advertisement is for an application for a release of an Article 3 permit.	Ad will be published once a week for four successive weeks with six full days between publication. <b>Advertisement must include a location map.</b>
Initial Date of Publication: 6/5/2024 	Final Date of Publication: 6/26/2024 

ADVERTISEMENT	
<p>UPSHUR PROPERTY LLC, 100 TYGART DR, GRAFTON, WV 26354</p> <p>Notice is hereby given that _____ has submitted an application with the Department of Environmental Protection (DEP), 47 School Street, Suite 301, Philippi, WV, 26416-1600 for a Phase 1, 2 and 3 release on Permit Number P069800 Increment Number 18 issued for 154.3 acres.</p> <p>The permit is located in WASHINGTON District of Upshur County, 3.5 miles southeast (Direction) of TALLMANSVILLE (Nearest PO) on an Unnamed Tributary of Right Fork of Tenmile Creek and Tenmile Creek</p> <p>(Primary Receiving Stream) of Buckhannon River</p> <p>(Secondary Receiving Stream) of Tygart Valley River (Major Drainage Basin).</p> <p>UPSHUR PROPERTY LLC completed final reclamation on 9/15/1988  (Date) and is requesting release of 100 percent of the reclamation performance bond currently in the amount of \$ 775,000.00 .</p> <p>Written comments will be received at the DEP address above until 7/26/2024 , or thirty (30) days from date of final publication.</p>	

# GENERAL LOCATION MAP

## UPSHUR PROPERTY LLC

245 Enoxy Blvd., Tallmansville, WV 26237

PERMIT NO.: P-698 NPDES NO.: WV0050717

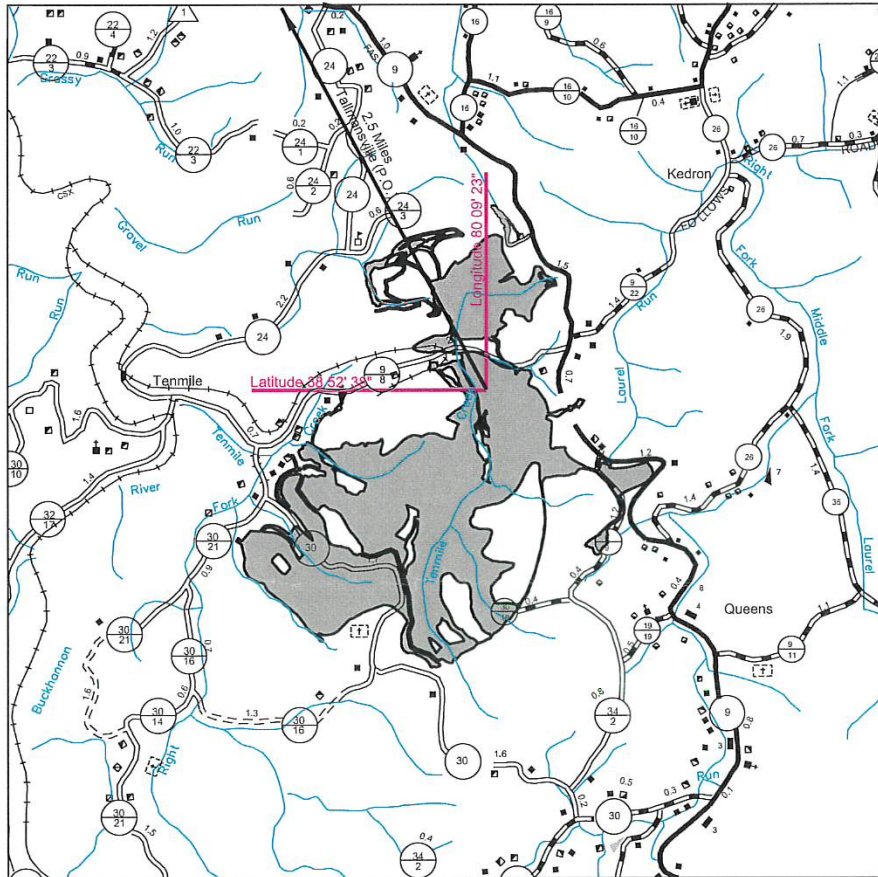
Upshur County Highway Map

See USGS - Topo Map (7.5' Series) Scale 1" = 1 Mile

Buckhannon/Alton Quadrangles, Washington District, Upshur County

Nearest Post Office - Tallmansville, WV

Receiving Streams: An Unnamed Tributary of Right Fork of Tenmile Creek and Tenmile Creek and Laurel Run of the Buckhannon River and Unnamed Tributaries of Right Fork Middle Fork River and Laurel Run of the Middle Fork River of the Tygart Valley River.



**STATE OF WEST VIRGINIA**  
**DEPARTMENT OF HOMELAND SECURITY**  
**DIVISION OF CORRECTIONS & REHABILITATION**



**WILLIAM K MARSHALL III**  
**COMMISSIONER**

**MARK A SORSAIA**  
**CABINET SECRETARY**

Office of the Commissioner  
1409 Greenbrier Street  
Charleston, WV 25311  
304-558-2036 -- Telephone  
304-558-5367 -- Fax

OVERAGE RATE UPSHUR COUNTY  
38 WEST MAIN STREET, ROOM 302  
BUCKHANNON, WV 26201

**Invoice Number: 5124442E**

**Invoice Date: 6/4/2024 2:14:45 PM**

**Month of Service: May, 2024**

Pursuant to the provisions of W.Va. Code §15A-3-16, the Division of Corrections and Rehabilitation hereby provides you with a monthly statement of charges and costs of inmate maintenance and operational costs for Overage Rate Upshur County for the month of May, 2024. The costs per day for inmate maintenance and operation is in accordance with the provisions of W.Va. Code §15A-3-16.

Detailed information, including names of inmates and the number of days of inmate maintenance, to support the Invoice is attached.

Month: May

Number of Inmate Days: 1,893

Per Diem Rate: \$65.38

Amount Due: May, 2024

**\$123,764.34**

This invoice amount is due and payable upon receipt.

Please Remit Payment to:  
WV Division of Corrections and Rehabilitation  
PO Box 40258  
Charleston, WV 25364

## James W. Curry Library

### Quarterly Report (May 2024)

Number of books in Library----- 9,572  
 Videos and Audiobooks-----2,046 DVDs; 100 audio  
 How many subscriptions----- 2 ( Newspapers)  
 Books loaned----- 95  
 Media loaned----- 83  
 Fines----- \$2.81  
 Faxes----- \$7  
 Copies----- \$3.05  
 Donations----- \$269.30  
 Attendance----- 451

\*\*Amount from March 22<sup>nd</sup> to current day: 5-21-2024

\*\*\* Donation examples Books, Noah's Ark, 3D prints, Pillow Raffle, Craft sales.

**UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS**  
**MAY 1, 2024 - MAY 15, 2024**

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	FLOODPLAIN
5/1/2024	9451	82521	CAROLL, MARK	PO BOX 2228, BUCKHANNON, WV 26201	\$100,000.00	\$15.00		CHECK	1,320 SQ FT RANCH HOME	SELF	
5/1/2024	9452	82520	CAROLL, MARK	PO BOX 2228, BUCKHANNON, WV 26201	\$100,000.00	\$15.00		CHECK	1,320 SQ FT RANCH HOME	SELF	
5/1/2024	9453	10838	LANTZ, KENNY	19 SHADOW DR, MABIE, WV 26278	\$180,000.00	\$15.00		CASH	CONEX CAMPER UNDER CARPORT; REMOVE OLD STRUCTURES	SELF	
5/2/2024	9454	82522	HOAK, SHELLIE	234 ALLMAN AVE, BUCKHANNON, WV 26201	\$65,000.00	\$15.00		CHECK	26' X 50' 1.5 STORY HOME WITH ATTACHED GARAGE	SELF	
5/2/2024	9455	9908	DEMASTES, KATHRYN	547 CANAAN RD, ROCK CAVE, WV 26234	\$5,000.00	\$15.00		CHECK	STORAGE BUILDING	SELF	
5/2/2024	9456	9279	ANDREW, JUANITA	17 EVERGREEN RD, FRENCH CREEK, WV 26218	\$600.00	\$15.00		CASH	6' X 10' PORCH WITH ROOF AND 12' PRIVACY FENCE	SELF	
5/2/2024	9457	7433	WOODY, COURTNEY	2930 TALLMANSVILLE RD, BUCKHANNON, WV 26201	\$2,000.00	\$15.00		CHECK	NEW ROOF AND PORCH	SELF	
5/2/2024	9458	60058	BALDWIN, JENNIFER FOR CELLO PARTNERSHIP/VERIZON WIRELESS	2000 CORPORATE DR, CANONSBURG, PA 15317	\$45,000.00	\$15.00		OL	FIRST TIME INSTALLATION OF VERIZON ANTENNAS, ANCILLARY AND GROUND EQUIPMENT. NO INCREASE IN HEIGHT OR FOOTPRINT	PILLAR INNOVATION LLC, 92 CORPORATE DR, GRANTSVILLE, MD 21536	
5/6/2024	9459	7396	LITTLER, BRANDON	1824 TALLMANSVILLE RD, BUCKHANNON, WV 26201	\$1,000.00	\$15.00		CHECK	PORCH REMODEL/REBUILD	SELF	
5/6/2024	9460	7850	WATSON, HERMAN JR	148 HOLBROOK RD, BUCKHANNON, WV 26201	\$6,000.00	\$15.00		CHECK	VINYL FENCE AND CONCRETE PAD IN REAR OF HOUSE	SELF	
5/6/2024	9461	7495	LINGER, DAVID	5 GABRIEL RD, TALLMANSVILLE, WV 26237	\$5,000.00	\$15.00		CC	STORAGE BUILDING CONNECTED TO HOUSE	SELF	
5/7/2024	9462	7390	DEZARN, JOHN	1546 TALLMANSVILLE RD, BUCKHANNON, WV 26201	\$9,000.00	\$15.00		CHECK	SHINGLE ROOF REPLACEMENT	LEIGH ENTERPRISES, PO BOX 1173, BUCKHANNON, WV 26201	
5/7/2024	9463	6736	WILFONG, JACKIE	53 FLAGSTONE DR, BUCKHANNON, WV 26201	\$6,300.00	\$15.00		CHECK	SHINGLE ROOF REPLACEMENT	LEIGH ENTERPRISES, PO BOX 1173, BUCKHANNON, WV 26201	
5/7/2024	9464	10950	HANLINE, LEON D	259 LOBO RD, FRENCH CREEK, WV 26218	\$18,000.00	\$15.00		CASH	ADD HIP ROOF ON PORCH AND NEW ROOF ON HOUSE	SELF	
5/8/2024	9465	NEW	BENNETT, BRUCE L	1592 MURPHY STATION RD, BUCKHANNON, WV 26201	\$140,000.00	\$15.00		CHECK	40' X 56' SINGLE STORY DUPLEX	SELF	
5/8/2024	9466	5343	TENNEY, SAMUEL W	6311 GLADY FORK RD, BUCKHANNON, WV 26201	\$1,700.00	\$15.00		CASH	REPLACE WINDOWS AND REPAIR PORCH	SELF	
5/9/2024	9467	81079	WHITE, FRANK W	4219 HALL RD, BUCKHANNON, WV 26201	\$38,000.00	\$15.00	\$225.00	CHECK	50' X 60' X 14' METAL POLE BUILDING TO REPLACE BARN DESTROYED IN STORM	CHECK	FLOODPLAIN
5/9/2024	9468	10511	UPSHUR MONUMENTS	1245 RT 20 SOUTH RD, BUCKHANNON, WV 26201	\$2,000.00	\$15.00		CHECK	SIGN	SELF	
5/15/2024	9469	4969	PERRY, JIM	17 GOLDEN POND LN, BUCKHANNON, WV 26201	\$30,000.00	\$15.00		CASH	GARAGE ON SIDE OF EXISTING GARAGE	BACKWOODS BUILDERS LLC, 10767 OLD ELKINS RD, ELLAMORE, WV 26267	
5/15/2024	9470	6737	SPENCER, BEVERLY	71 FLAGSTONE DR, BUCKHANNON, WV 26201	\$9,734.14	\$15.00		OL	RE-ROOF	DESIGN ROOFING & SHEET METAL LLC, 2224 BEVERLY PIKE, ELKINS, WV 26241	FLOODPLAIN; ROOF WORK ONLY
5/15/2024	9471	NEW	HYRE, BROCK	81 STONY RUN RD, BUCKHANNON, WV 26201	\$340,000.00	\$15.00		OL	28' X 76' ONE STORY DOUBLE WIDE	MIDDLETOWN HOMES, 53 MIDDLETOWN RD, WHITE HALL, WV 26554	
5/15/2024	9472	82241	FREEDOM HOMES	71 WILLIAM WHITES WAY, BUCKHANNON, WV 26201	\$187,000.00	\$15.00		CASH	28' X 56' DOUBLE WIDE	CMH HOMES INC, PO BOX 398, BUCKHANNON, WV 26201	

TOTAL TOTAL TOTAL  
 \$1,291,334.14 \$330.00 \$225.00

**UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS**  
**MAY 16, 2024 - MAY 31, 2024**

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	FLOODPLAIN
5/16/2024	9473	9758	BEETS, THOMAS	104 DELPHI RD, MORGANTOWN, WV 26508	\$29,000.00	\$15.00		CC	26' X 50' NEW METAL GARAGE	STEEL BUILDINGS & STRUCTURES INC, PO BOX 1287, MT AIRY, NC 27030	
5/17/2024	9474	82525	RIFFLE, JOHN	207 CARPER RD, BUCKHANNON, WV 26201	\$140,000.00	\$15.00		CASH	2,000 SQ FT NEW HOME	SELF	
5/20/2024	9475	11285	SELBYVILLE VOLUNTEER FIRE DEPARTMENT	264 BROOKS HILL RD, SELBYVILLE, WV 26236	\$1,400.00	\$15.00		CHECK	NEW ROOF	SELF	FLOODPLAIN; ROOF WORK ONLY
5/17/2024	9476	82524	HINCHMAN, CANDY	207 CARPER RD, BUCKHANNON, WV 26201	\$7,000.00	\$15.00		CASH	14' X 80' SINGLE WIDE	SELF	
5/20/2024	9477	80857	WOLFE, ERIC W	1130 HEMLOCK RIDGE RD, TALLMANSVILLE, WV 26237	\$40,300.00	\$15.00		CASH	28' X 28' TWO CAR GARAGE WITH ATTACHED 10' X 20' WATER SHED; 8' X 8' SHED; 10' X 20' STORAGE SHED	SELF	
5/20/2024	9478	NEW	HUGHES, ERIN	216 RAY YOUNG RD, FRENCH CREEK, WV 26218	\$210,000.00	\$15.00		CASH	1,900 SQ FT DOUBLE WIDE	CMH HOMES INC, PO BOX 4098, MARYVILLE, TN 37802	
5/21/2024	9479	9191	ROBINSON, ARLEY	275 GOULD RD, FRENCH CREEK, WV 26218	\$4,000.00	\$15.00		CASH	40' X 50' ROOF OVER CATTLE PEN	SELF	FLOODPLAIN; ROOF WORK ONLY
5/21/2024	9480	9688	TENNEY, BRIDGETTE	1528 TENMILE RD, TALLMANSVILLE, WV 26237	\$2,500.00	\$15.00		OL	32' X 24' THREE SIDED POLE BARN	SELF	
5/22/2024	9481	12838	HOOVER, JERRY AND JEANAN	1505 SHAWNEE DR, BUCKHANNON, WV 26201	\$30,000.00	\$15.00		CASH	30' X 40' X 16' GARAGE	SELF	
5/22/2024	9482	81657	ANDERSON, DAVID	310 GRANVILLE LN, BUCKHANNON, WV 26201	\$399,000.00	\$15.00		OL	32' X 50' NEW HOME	GARY WOODY CONSTRUCTION, 205 SILVERWOOD DR, BUCKHANNON, WV 26201	
5/28/2024	9483	82165	CITY OF BUCKHANNON - SANITARY DEPARTMENT	70 E MAIN ST, BUCKHANNON, WV 26201	\$40,000.00	\$15.00		OL	UPGRADE EXISTING ELECTRICAL COMPONENTS AND INSTALL TELEMENTRY AT A SANITARY SEWER LIFT STATION	SELF	FLOODPLAIN; ELEVATIONS SHOW OUT
5/28/2024	9484	60152	LEWIS, BRIDGETT	512 SHUMAKER RD, BUCKHANNON, WV 26201	\$4,500.00	\$15.00		CC	12' X 16' ADDITION TO RESIDENCE	SELF	
5/29/2024	9485	80158	HOLLEN, CONNIE	74 WIDOW LANE RD, BUCKHANNON, WV 26201	\$12,000.00	\$15.00		CASH	SIDING AND WINDOWS	SPOTLOE CONSTRUCTION LLC, 663 SAGO RD, BUCKHANNON, WV 26201	
5/30/2024	9486	NEW	POWELL, DANIEL II AND KEISHA	60 TYGART DR, PHILIPPI, WV 26416	\$20,000.00	\$15.00		OL	CAMPER FOR LIVING	SELF	

**TOTAL**  
**\$939,700.00**

**TOTAL**  
**\$210.00**

**TOTAL**  
**\$0.00**

**PROJECT**  
**TOTAL**  
**\$2,231,034.14**

**GRAND BP**  
**TOTAL**  
**\$540.00**

**GRAND FP**  
**TOTAL**  
**\$225.00**

318 Mud Lick Road  
Buckhannon, WV  
26201

**LEWIS UPSHUR**  
*Animal Control Facility*

Phone: 304-472-3865  
Fax: 304-472-9430

**REVENUE REPORT**  
**FOR MONTH ENDING: May 2024**

	UPSHUR	LEWIS
<b>ADOPTIONS</b>		
CASH	\$250.00	\$85.00
CHECK	\$0.00	\$0.00
E STORE CREDIT CARD	\$230.00	\$75.00
<b>SUBTOTAL</b>	<b>\$480.00</b>	<b>\$160.00</b>
<b>SPAY/NEUTER DEPOSIT</b>		
CASH	\$100.00	\$100.00
CHECK	\$0.00	\$0.00
E STORE CREDIT CARD	\$50.00	\$0.00
<b>SUBTOTAL</b>	<b>\$150.00</b>	<b>\$100.00</b>
<b>BOARD RESCUE</b>		
CASH	\$150.00	\$30.00
CHECK	\$0.00	\$0.00
E STORE CREDIT CARD	\$90.00	\$10.00
<b>SUBTOTAL</b>	<b>\$240.00</b>	<b>\$40.00</b>
<b>MICRO-CHIPPING</b>		
CASH	\$165.00	\$0.00
CHECK	\$0.00	\$0.00
E STORE CREDIT CARD	\$15.00	\$0.00
<b>SUBTOTAL</b>	<b>\$180.00</b>	<b>\$0.00</b>
<b>DONATIONS</b>		
CASH	\$31.00	\$0.00
CHECK	\$2,299.09	\$0.00
E STORE CREDIT CARD	\$745.00	\$0.00
<b>SUBTOTAL</b>	<b>\$3,075.09</b>	<b>\$0.00</b>
<b>SURGICAL UNIT</b>		
CASH	\$0.00	\$0.00
CHECK	\$0.00	\$0.00
E STORE CREDIT CARD	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>SUMMARY</b>		
	<b>GRAND TOTALS</b>	
CASH	\$911.00	\$696.00
CHECK	\$2,299.09	\$2,299.09
E STORE CREDIT CARD	\$1,215.00	\$1,130.00
<b>TOTAL</b>	<b>\$4,425.09</b>	<b>\$4,125.09</b>
		<b>LEWIS</b>
CASH		\$215.00
CHECK		\$0.00
E STORE CREDIT CARD		\$85.00
<b>TOTAL</b>		<b>\$300.00</b>

318 Mud Lick Road  
Buckhannon, WV 26201

# LEWIS UPSHUR

## Animal Control Facility

Phone: 304-472-3865  
Fax: 304-472-9430

### ACCOUNT OF ANIMALS REPORT

ACCOUNT OF ANIMALS HOUSED AT THE LEWIS - UPSHUR ANIMAL CONTROL FACILITY  
FOR THE MONTH OF: May-24

ACTIVITY	CANINES			FELINES			OTHER ANIMALS		
TYPE OF ADMISSION	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL
Brought in by Animal Control Officer	22	5	27	0	0	0	0	0	0
Brought in by City Trapper	0	0	0	2	0	2	0	0	0
Brought in by County Residents	14	2	16	36	20	56	0	0	0
Brought in by Law Enforcement	0	1	1	0	0	0	0	0	0
Drop Box	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	3	3
<b>TOTAL ADMISSION ACTIVITY</b>	<b>36</b>	<b>8</b>	<b>44</b>	<b>38</b>	<b>20</b>	<b>58</b>	<b>0</b>	<b>3</b>	<b>3</b>
TYPE OF DISCHARGE	CANINES			FELINES			OTHER ANIMALS		
ADOPTIONS	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL
With Charge	14	3	17	10	6	16	0	0	0
Without Charge	0	0	0	0	0	0	0	3	3
<b>TOTAL ADOPTIONS</b>	<b>14</b>	<b>3</b>	<b>17</b>	<b>10</b>	<b>6</b>	<b>16</b>	<b>0</b>	<b>3</b>	<b>3</b>
EUTHANASIA									
Owner Request	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	5	5	0	0	0
<b>TOTAL EUTHANIZED</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>
RESCUES									
With Charge	23	5	28	0	0	0	0	0	0
Without Charge	3	0	3	20	12	32	0	0	0
<b>TOTAL TO RESCUE</b>	<b>26</b>	<b>5</b>	<b>31</b>	<b>20</b>	<b>12</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>
MISCELLANEOUS									
Escaped	0	0	0	0	0	0	0	0	0
Returned to Owner	2	0	2	0	0	0	0	0	0
Passed - Natural Causes	1	0	1	3	0	3	0	0	0
<b>TOTAL MISCELLANEOUS ACTIVITY</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL DISCHARGE ACTIVITY</b>	<b>43</b>	<b>8</b>	<b>51</b>	<b>33</b>	<b>23</b>	<b>56</b>	<b>0</b>	<b>3</b>	<b>3</b>
INACTIVE STATUS									
Quarantined	0	0	0	0	0	0	0	0	0
<b>TOTAL ANIMAL ACTIVITY FOR PERIOD</b>	<b>79</b>	<b>16</b>	<b>95</b>	<b>71</b>	<b>43</b>	<b>114</b>	<b>0</b>	<b>6</b>	<b>6</b>

	CANINES	FELINES	OTHER ANIMALS
CENSUS AT BEGINNING OF PERIOD:	17	7	0
CENSUS AT END OF PERIOD:	10	9	0

*Shirley L. Cochran*  
Signature

6/10/24  
Date

**Mike Francis, Animal Control/Humane Officer**  
**Monthly Animal Report**  
**May-24**

TRANSACTION	Upshur	Lewis	TOTAL
Animals picked up by ACO:			
Dogs	22		
Other			
Animals returned to Owner by ACO:			
Dogs			
Other			
Animals delivered to LUACF:			
Dogs			
Other			
Animals Quarantined by ACO:			
Dogs			
Other			
Animals Terminated:			
Dogs			
Other			
Total Number of Hours Involved			

*Mike Francis*

Signature

6/10/2024

Date



## ***Buckhannon-Upshur Airport Authority Agenda***

***W22- Upshur Regional Airport Terminal Building, 644 Airport Road, Buckhannon, WV 26201 as well as Virtually via Telephony or ZOOM <sup>1</sup>***

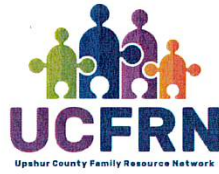
***Monday, June 10, 2024 at 4:00 pm***

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- A. Call to order
- B. Recognized guests and public comment period
- C. Officer/Committee/Consultant Reports:
  - President's Report – Michael Ruffing
  - Secretary's Report – Brian Huffman, Secretary
  - Engineering Reports – Chapman Technical Group
  - Airport Manager's/Operations Report-Jennifer Powers
    - Prospects for Funding Application with the DMTF
    - Lease amendment for Hangar B1
- D. Consent Agenda:
  - Approval of Minutes
  - Approval of Airport Manager's Report
  - Authorization for payment of the bills
- E. Items Removed from the Consent Agenda for discussion and vote:
- F. Old Business:
  - Hangar space requests/applications/updates
  - Bylaw updates
    - Change information is with Tom O'Neill
- G. New Business:
- H. Board Member Comments and Announcements
- I. Adjournment

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



PO Box 2115 / 79 East Main Street, Buckhannon, WV 26201  
(304) 473.1051 upshurfrn@yahoo.com

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## UCFRN General Membership Meeting Zoom

**June 10, 2024 – Upshur County Recreational Park**

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### Agenda Topics

- Introduction and opening prayer
- Updates
  - Will be at Train the Trainer Mandate to Report June 11th
  - Difference Makers Conference June 3-5
  - Socials and Family Connections – hope to have annual pool party in July
  - PIP Conference went well
  - Junior Royalty Parade – about 10 of us including CAV, CAC (handed out child abuse awareness info), Foster Closet (handed out their information), volunteers from South Buckhannon Mission Church (teenagers) for us and foster closet who did a wonderful job, Jeff and Chris decorated and drove trucks with a dancing daughter in the front, a chilled son in the back, and April drove her son through with most photogenic. Awesome turn out with lots of applause. It was a great parade.
- Information Sharing!

**Next Meeting: NOT JULY – Next meeting Monday, August 12th - Zoom**

+13017158592,,86560408776# US (Washington DC)  
+13052241968,,86560408776# US

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Dial by your location

- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US

Meeting ID: 865 6040 8776

Find your local number: <https://us02web.zoom.us/j/86560408776>

## ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

<b>Meeting</b>	Regular Monthly Meeting	<b>Start Time</b>	5:00 PM
<b>Date</b>	Tuesday, June 11, 2024	<b>Place</b>	P.S.D. Office 133 Fallen Road, Buckhannon

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Meeting Called to Order by Chairperson	5:00 PM
Pledge of Allegiance	
Roll Call Introduce Board of Directors	
Chair/Treasurer-Carey Wagner, Secretary-David Burr, Board Member-Wendell Grose	
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;	
System Operator-David Wamsley	
Recognize Current Customers	
Approval of Minutes -May 7, 2024 Regular Monthly Meeting	<b>Vote</b>
Treasurer Report/Payment of Bills for June/bal of May Invoices	<b>Vote</b>

### ITEMS FOR DISCUSSION

Joey Loudin Development Update	<b>Vote</b>
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Loudin's MHP  
Update

Lead and Copper  
Update

### PSC-Cybersecurity Evaluation

WWRWA Conference Oglebay Resort August 10 - 14, 2024 Approve and make reservations for all attendees who wish to go	<b>Vote</b>
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Budget 2024 - 2025 Review and approve	<b>Vote</b>
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Phase III Extension Project Update Project Underruns & Proposed Use Change Orders GIS of System -Agreement Signed 4/4/23	<b>Vote</b>
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**Maintenance Report**  
Main Booster Check Valves  
Mowing/Weed Eating (Daves paperwork has this info; copy enclosed in folders)

**Date & Time of July 2024 Meeting - Tuesday, July 2, 2024 @ 5:00 pm**

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

***Special Session of City Council of Buckhannon***  
***6:00 P.M. in Council Chambers***  
***Meeting Agenda for Tuesday, June 11, 2024***

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- A. Call to Order
  - A.1 Moment of Silence
  - A.2 Pledge to the Flag of the United States of America
- B. Executive Session Per WV Code § 6-9A-4
  - B.1 Interview Candidates for Possible Hire of Position of Director of Public Works
- C. Strategic Issues for Discussion and/or Vote
  - C.1 After Executive Session: Possible Hire of Position of Director of Public Works
- D. Adjournment

Posted 06/07/2024



***Special Session of City Council of Buckhannon  
5:00 P.M. in Council Chambers  
Meeting Agenda for Tuesday, June 18, 2024***

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- A. Call to Order**
  - A.1 Moment of Silence**
  - A.2 Pledge to the Flag of the United States of America**
- B. Executive Session Per WV Code § 6-9A-4**
  - B.1 Interview Candidates for Possible Hire of Probationary Firefighter(s)**
- C. Strategic Issues for Discussion and/or Vote**
  - C.1 After Executive Session: Possible Hire of Probationary Firefighter(s)**
- D. Adjournment**

**Posted 06/07/2024**

***Special Session of City Council of Buckhannon  
9:00 A.M. in Council Chambers  
Meeting Agenda for Thursday, June 27, 2024***

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- A. Call to Order**
  - A.1 Moment of Silence**
  - A.2 Pledge to the Flag of the United States of America**
- B. Executive Session Per WV Code § 6-9A-4**
  - B.1 Interview Candidates for Possible Hire of Probationary Police Officer(s)**
- C. Strategic Issues for Discussion and/or Vote**
  - C.1 After Executive Session: Possible Hire of Probationary Police Officer(s)**
- D. Adjournment**

**Posted 06/10/2024**

**Upshur County Family Resource Network  
General Membership Meeting minutes  
March 11, 2024 at 12:00 noon  
First Presbyterian Church**

**Board Members present:** Ginny Dixon, Amanda Hayes, Addie Helmick, Jodi McQuillan, Michael Phillips (DHHR rep. replacing Heather Grogg), and Dr. Joseph Reed.

**Board Members not present:** Debora Brockleman, Matt Kerner, Tonya Kittle, Cathy Norko, Beth Rogers, and Kristie Tenney

**Staff:** Lori Ulderich Harvey, Executive Director

**Community Members present:** Megan Bruffey (Right From The Start), Tammy Ketchem (Legal Aid of WV), Jennifer Higham (Literacy Volunteers of Upshur County), Susan Harsh (Mountain CAP CAC), Anne Chopyak (community), Isaac Casto (Parish House), Kathy McMurray (Mountain CAP), Rita McCrobie (WV Attorney General's office), Wendy Niceler (The Health Plan), Kelsey Metz (SBMC Foster Closet), Jessie Lambert (MountainHeart), and Courtney Dillow (HAPI/student intern).

**Opening prayer:** Dr. Reed offered our opening prayer, after which we enjoyed lunch provided by UCFRN.

**Director's Updates:** Lori reported some attendance at the *MCO event* held at the UCPL, but no one there had questions about Medicaid. *Healthy Grandfamilies Café* is held the 4<sup>th</sup> Wednesday of the month at SYCC. Look for info about it on the UCFRN's Facebook page. Lori is trying to get around to other parts of the county. *Socials* are also noted on Facebook; an evening Zoom session is coming up. *Book Swap* will be held March 16<sup>th</sup> (10am-1pm); please help spread the word. The *2023 Resource Guide* was passed around for anyone interested in having one. *CAP month* is in April; proclamations will be set up and pinwheels are being distributed. *Next Step Night* will be held March 14<sup>th</sup> at BUHS. The *Baby Shower* will be held Thursday, April 18<sup>th</sup> at Way of Holiness; times TBD and more details will be forthcoming. Funding for the shower is still unsure. Lori will be providing *LEAN On Me* training to counselors and CIS representatives on March 19<sup>th</sup>.

**Information Sharing:**

**Jodi McQuillan** (WV Healthy Start/HAPI) described their services and added that she works closely with Megan Bruffey of RFTS and with Courtney Dillow, intern student.

**Wendy Niceler** shared that she provides community outreach for The Health Plan.

**Kelsey Metz** is with the South Buckhannon Mission Church's Foster Closet, providing diapers, wipes, etc. to those in need.

**Rita McCrobie** described briefly what she does in her work for the WV Attorney Generals' office.

**Kathy McMurray**, Executive Director of Mountain CAP, shared copies of the Calendar of

UCFRN March 11, 2024

Page 2

Events for Mountain CAP's FSC (Family Support Center). She also shared that money is running out for homelessness prevention and rapid rehousing; the next funding cycle starts in September. She also noted that the youth homeless project is refunded again.

**Isaac Casto**, the "new-ish" Director of the Parish House, shared that they provided 100 more food packages in February over last year. Easter packages require pre-registration. The Parish House is picking up the weekend backpack program for Upshur County Schools' students. Isaac noted that donations from the community are truly what keeps them going. Hopefully in June, they will be hiring an assistant director.

**Susan Harsh** has two positions with Mountain CAP: 1. she is an outreach coordinator at their CAC (Child Advocacy Center) and also teaches yoga at the FSC once a month to 3-8 students, and 2. She works in their Asset Building and Collaboration Program, which is fully funded by the Upshur County Board of Education.

**Jennifer Higham** is Director with Literacy Volunteers of Upshur County, which provides adult literacy skills (reading, basic math, computer, and other skills) to those age 16 and older. ESL (English as a Second Language) is also provided. Their focus is in helping folks learn to read to at least a 6<sup>th</sup> grade level. LVUC participates in Festival Fridays, handing out free children's books. Office hours are 11am to 4 pm, Monday through Thursday. Phone: (304) 472-2343.

**Tammy Ketchem** is an advocate for Legal Aid, which covers 22 counties in WV. Tammy covers the Elkins and Clarksburg offices, and stated that she has "no job description." She works with Social Security, DHHR, and folks coming out of Sharpe Hospital, through the Aged & Disabled Waiver program.

**Megan Bruffey** is a regional care coordinator with Right From The Start.

**Jessie Lambert** is an Early Childhood Specialist in the Right From The Start Program through MountainHeart.

**Dr. Joseph Reed** is "mostly retired" but is the medical director at Upshur Buckhannon Health Department, whose nurses offer flu shots in remote locations as well as locally. He spoke of pending legislation that could lower the requirements for immunizations.

**Ginny Dixon** is secretary on the UCFRN Board and is an active volunteer reader and Upshur County chapter chairperson for Read Aloud WV.

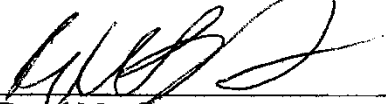
**Addie Helmick** works for Centers Against Violence as a domestic violence and outreach coordinator. CAV acts as a support system, helping clients with the court system, Legal Aid, divorce, transportation, shelter, and medical assistance. At times she works closely with the Child Advocacy Center. In appropriate months, Addie does proclamations in County Commission meetings

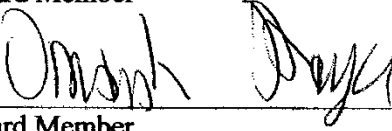
**Next meeting: Monday, April 8, 2024 at 12:00 noon (via Zoom).**

UCFRN March 11, 2024  
Page 3

Respectfully submitted,

  
\_\_\_\_\_  
Ginny Dixon, Board Secretary

  
\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
Board Member



Upshur County Solid Waste Authority  
**DIRECTOR'S REPORT – Belinda Lewis**  
Period from March 12 – April 8, 2024

**Activities Included:**

- Prepared and distributed by email the minutes of the March meeting.
- Checked email and post office box several times a week.
- Recorded deposits in the Operating Account and as per the auditor's suggestion, recorded them in the receipt book.
- After March meeting, made copies of checks and mailed them and scanned a copy of the minutes to the county.
- Reconciled bank statements for March.
- Prepared checks to be signed by at the April meeting.
- Prepared agenda and packets for April meeting and emailed a copy of the agenda to the board and the media.
- Cleaned office.
- Fielded many recycling calls on my cellphone.
- Sent updates to the board.
- Checked with Small Government Monitoring Program for the 2023 audit to make sure information was received.
- Continued to correspond with my Buckhannon City contact about information needed for the Siting Plan revisions.
- Set up three (3) 4<sup>th</sup> grade field trips and have contacted the ones who have not yet responded.
- Picked up the EDDM brochures from Ralston, created delivery lists on the USPS Website, divided the brochures into routes and delivered to post offices.
- Completed the draft of the 2025 SWMB Grant proposal and had it ready for Board approval.
- Contacted Terry from Sunrise Shred to double check about the Paper Shred Event on April 20<sup>th</sup> and then worked to advertise it via City of Buckhannon and Upshur County Courthouse, the Upshur County BOE, My Buckhannon and Record Delta.
- My cellphone has been blowing up since the mailing of the EDDM brochure and the announcement of another paper shred event.

**Upshur County Public Library Board of Trustees Meeting  
March 20, 2024**

A meeting of the Upshur County Public Library Board of Trustees was held on Wednesday, March 20th, 2024, at 4:00 p.m. at the library. Board members in attendance were Kyle Nuttall, John Haymond, Katie Loudin, Sherry Dean, and Matthew Stott. Also in attendance were Paul Norko, Library Director; Connie Cutright, Business Manager; and Sandra Craig, Friends of the Library President.

The meeting was called to order by President Kyle Nuttall.

The minutes of the February 21<sup>st</sup>, 2024 meeting were approved on a motion made by John and seconded by Sherry.

Connie gave a review of the financial reports. The board accepted the financial reports for February, including itemized lists of electronic debits/credits, on a motion made by Katie and seconded by John.

**Director's Report** – See the written report

**Additions:**

Programming – Dr. Deulany from WVWC will present an Eclipse Program on April 2<sup>nd</sup> at the library.

Projects – Paul reported that after Connie made another inquiry by email to the DOH, they stated that because we were putting the sign off of state right of way, we did not need a permit or for someone from the DOH to come out to ok the project; we could measure 30 feet from the middle of the road and make sure that the base and the overhang was off the state right of way.

**Unfinished Business**

Bylaws – On a motion made by Katie, seconded by Matt, and approved by all, the time of the meetings in the by-laws will be amended to 5:00 p.m. instead of 4:00 p.m.

**New Business**

Audit Approval – The audit reports were approved and signed on a motion made by John and seconded by Matt.

Director's Evaluation – Katie proposed that before the meeting next month to discuss Paul's evaluation, each board member fill out the evaluation form individually and send it to her. She will then compile the answers and bring them with her to the April meeting.

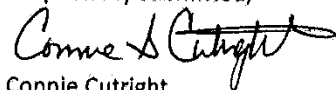
**Friends of the Library**

Friends of the Library President Sandra Craig reported that the Friends participated in the Seed Library Event. They are gathering WV items for a raffle basket themed "The Best of WV" with the winner drawn at the last Festival Friday of the summer.

The board went into executive session at 4:50 to discuss the resignation of the assistant director. The regular session resumed at 5:09.

The next board meeting will be a Special Meeting on Thursday, April 18, 2024 at 5:00 p.m.

Respectfully submitted,



Connie Cutright,  
Business Manager

Approved,



Kyle Nuttall,  
Board President

Director's Report  
UCPL Board of Directors Special Meeting – April 18, 2024

I. Assistant Director Search

A. Places it is posted

1. Job is currently posted on Indeed (Sponsored Version), WVLC (Free), Tennessee Library Association Job Board (free), I Need a Library Job (only up for about a week for free), and on Handshake.
2. ZipRecruiter did not produce any results. For the entire month of March, we had 37 views for the posting, and no applications. This site was definitely not worth the \$253 it cost for 1 month of service.
3. This month, we're going back to Indeed sponsored jobs, which is more expensive (approximately \$360 for 30 days, but could be more or less, the cost for Indeed is now based on the number of people who click on the job link, instead of per person who applied, which is what it was last year.)
4. In 15 days active on Indeed since April 1, we've had 102 total views, so it is getting more exposure, but no one has applied, and one person has started the application but not completed it. I'll likely repost the job soon here to bump it higher in search results.

II. Programming/Events

A. Programs from past month

1. Saturday, March 16<sup>th</sup> – Book Swap – 24 kids and 24 adults attended
2. Tuesday, March 24<sup>th</sup> – Registering for Medicare seminar – 0 attended, event ended up being canceled due to presenters being ill and not rescheduled.
3. Tuesday, April 2<sup>nd</sup> – Eclipse program – 3 attendees

B. Upcoming Events

1. For National Library Week (April 8-13), we will be waiving the \$3.00 replacement fee for library cards.
2. Starting April 17<sup>th</sup>, we will have 2 different art shows at the library, one featuring Egyptian themed art projects and another featuring art projects from the middle school students. We are working on an Open House event for this art show as well.

C. Ramp Dinner

1. Second round of marketing went out the first few days of April – I had interviews on First at Four (WDTV) on 4/1/24, and 304 Today (WBOY) on 4/2/24. Also asked for a reminder push at the newspapers.
2. This year turned out to be our best year for sponsorship since we started doing these in 2019 - \$8200 in total. It is the first year we have had 4 Platinum sponsorships as well.
3. Final ticket sales were approximately 286 tickets, which is up slightly from last year (283 tickets). We were able to have a few extra days of sales, when we called Fish Hawk on Monday with the final count, they said to go ahead and keep selling until the day before the dinner.

III. Library Projects

- A. New Library sign – sign is officially ordered and half of the money (\$15,400) was paid to Floyd's Signs on 4/1/24. Delivery time was estimated to be 11-12 weeks (so mid-June).

B. New library carpeting

1. The County has approximately \$80,000 in grant money earmarked for this project, and we mutually agreed it would be easier for them to do the RFP and invoicing for the project since they were handling the grant dispersal. If bids go over the grant award amount, we will look at completing some sections of carpeting in future projects.
2. The RFP was approved by the County Commission April 11th, and a pre-bid meeting for potential bidders has been set at the library for April 30. Bids for contractors interested in taking on the project will be due by May 8<sup>th</sup>, and unsealed May 9<sup>th</sup> by the Commission.
3. Timeline for completion of this project is sometime between July 1 and September 25, 2024. It is possible we may need to discuss some brief closures of the library while this work is being performed (especially when they're redoing the carpet right in front of our main doors). We will have a better sense of this after the pre-bid meeting.

IV. Affiliates

- A. Charles Gibson Library has reopened as of the week of March 25.
- B. I have been invited to join the local Rotary Club, and have accepted the invitation.

## JULY 2023-JUNE 2024 CIRC STATS

Type	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Totals	% of total clrc
Adult Fiction	351	400	339	462	250	267	314	352	331				3066	14.36%
Adult Non-Fictio	140	129	149	135	85	72	110	108	104				1032	4.83%
Books on CD	87	64	72	87	62	58	42	63	55				590	2.76%
DVDs	379	410	248	369	339	218	295	226	248				2732	12.80%
Easy Books	457	528	377	384	421	204	351	499	407				3628	16.99%
Hotspots	32	52	41	47	47	44	40	40	44				387	1.81%
Juv. Fiction	279	283	348	343	260	150	188	216	313				2380	11.15%
Juv. Non-Fiction	133	153	154	198	213	51	166	184	166				1418	6.64%
Kits	7	2	1	2	3	2	2	0	3				22	0.10%
Large Print	79	102	55	74	55	79	81	145	139				809	3.79%
New Books	229	239	203	250	183	184	242	252	274				2056	9.63%
Paperback	169	186	151	145	118	124	161	139	130				1323	6.20%
Periodicals	16	14	14	14	11	13	25	18	24				149	0.70%
Special Collectio	17	26	1	192	227	168	126	78	97				932	4.37%
WV Material	15	12	25	27	27	17	16	18	20				177	0.83%
WV Non Circ.	0	0	0	1	0	0	0	0	0				1	0.00%
Young Adults	84	84	46	95	56	58	46	62	87				618	2.89%
Young Adults NF	3	3	10	7	1	2	0	3	0				29	0.001358
Total Print	2477	2687	2234	2832	2358	1711	2205	2403	2442	0	0	0	21349	
Total Renewals	419	460	504	494	486	509	397	444	434				4147	
Ebook Circ.	1815	1614	1603	1639	1615	1764	2071	1701	1793				15615	
Total Circulation	4711	4761	4341	4965	4459	3984	4673	4548	4669	0	0	0	41111	

## Upshur County Public Library FY2025 Budget Proposals

	TOTAL FY2024		FY 2025 Budget Proposals	
	Jul '23 - Mar 24	Budget	3% Pers. Inc.	5% Pers. Inc.
<b>Income</b>				
4020 · County Commission	36,000.00	48,000.00	55,000.00	55,000.00
4030 · Board of Education	70,275.00	93,700.00	93,700.00	93,700.00
4040 · Grant-in-Aid	73,531.00	98,042.00	98,042.00	98,042.00
4080 · WVLC Svcs. to Lib. (admin fees)	48,793.00	65,058.00	65,058.00	65,058.00
4150 · WVLC Other Grants	15,200.00			
4160 · Other Grants	14,365.37	3,000.00	3,000.00	3,000.00
4230 · Unrestricted Gifts	3,923.31	3,600.00	4,000.00	4,000.00
4240 · Restricted - Memorial/Gift Matl	1,520.00	2,500.00	2,500.00	2,500.00
4310 · Interest	4,222.44	4,500.00	5,000.00	5,000.00
4420 · Copies/Faxes	4,885.36	5,600.00	6,000.00	6,000.00
4450 · Fines	1,143.18	1,600.00	1,500.00	1,500.00
4490 · Other fees-cards, JD, earbuds	435.48	500.00	600.00	600.00
4730 · Fundraisers	12,101.65	1,000.00	1,000.00	1,000.00
4735 · Fundraiser - Ramp Dinner	7,800.00	10,500.00	10,500.00	10,500.00
<b>Total Income</b>	<b>294,195.79</b>	<b>337,800.00</b>	<b>346,900.00</b>	<b>345,900.00</b>
<b>Expense</b>				
6020 · Wages	146,197.84	212,638.00	218,809.00	222,600.00
6030 · FICA	9,104.57	13,184.00	13,566.00	13,801.00
6040 · Medicare	2,129.30	3,083.00	3,173.00	3,228.00
6050 · WV Public Employees Retirement	11,837.90	16,705.00	17,185.00	17,478.00
6060 · Insurance (Employer Paid)	24,126.03	35,200.00	37,888.00	37,888.00
6061 · RHB (Employer Paid)	0.00		1,632.00	1,632.00
6080 · WV Unemployment	921.76	1,138.00	1,167.00	1,169.00
6090 · Workers Comp.	0.00	532.00	547.00	557.00
6110 · Books	6,179.01	7,800.00	8,300.00	8,300.00
6112 · Memorial/Gift Materials	1,877.66	2,500.00	2,500.00	2,500.00
6140 · Periodicals/Newspapers	1,999.32	1,500.00	3,000.00	3,000.00
6143 · Electronic Books	1,928.29	2,500.00	3,000.00	3,000.00
6151 · Audios	300.04	1,500.00	0.00	0.00
6152 · DVD's	601.37	800.00	800.00	800.00
6220 · WVLC Supplemental Grants	15,200.00			
6230 · Other Grant Expenditures	7,550.13	3,000.00	3,000.00	3,000.00
6250 · Capital Expenditure	293.50		15,404.00	15,404.00
6310 · Office/Library Supplies	2,283.35	3,400.00	3,400.00	3,400.00
6350 · Postage	748.17	1,800.00	1,800.00	1,800.00
6521 · Equipment/Furniture	772.37	1,000.00	1,000.00	1,000.00
6541 · Equipment Maint.	0.00	100.00	0.00	0.00
6552 · Software/Elec. Sub./Maint. fees	3,578.11	4,298.00	4,300.00	4,300.00
6554 · Hotspot Service Fees	3,352.30	4,800.00	3,100.00	3,100.00
6570 · Vehicle Maintenance	248.34	500.00	500.00	500.00
6720 · Bldg. Maint. (inc. janitorial)	674.65	1,000.00	1,000.00	1,000.00
6742 · Utilities - Electric	14,115.44	20,000.00	21,000.00	21,000.00
6743 · Utilities - Water/Waste	820.45	1,200.00	1,250.00	1,250.00
6750 · Telephone	1,800.10	1,000.00	2,000.00	2,000.00
6760 · Insurance - Building & Bonds	728.00	728.00	728.00	728.00
6770 · ERATE Transfer/Affiliates	704.70			
6910 · Public Info./Programming	1,024.86	800.00	800.00	800.00
6920 · Memberships	45.00	250.00	280.00	280.00
6930 · Travel/Meetings/Cont. Ed./Conf.	1,375.03	2,200.00	2,200.00	2,200.00
6950 · Fundraising Expenses	0.00	250.00	100.00	100.00
6955 · Fundraiser Ramp Dinner	0.00	4,200.00	4,200.00	4,200.00
6970 · Professional & Misc. Fees	1,525.00	100.00	1,500.00	100.00
6980 · Audit	3,160.00	3,180.00	1,944.00	1,944.00
<b>Total Expense</b>	<b>267,102.59</b>	<b>352,886.00</b>	<b>381,073.00</b>	<b>384,059.00</b>
<b>Net Income</b>	<b>27,093.20</b>	<b>-15,086.00</b>	<b>-35,173.00</b>	<b>-38,159.00</b>
<b>New deficit amount after deducting Cap. Ex.</b>			<b>-19,769.00</b>	<b>-22,755.00</b>

## Upshur County Public Library

July 2023 through March 2024

TOTAL

	Jan 24	Feb 24	Mar 24	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget
<b>Income</b>							
4020 · County Commission	12,000.00	0.00	0.00	36,000.00	48,000.00	-12,000.00	75.0%
4030 · Board of Education	70,275.00	0.00	0.00	70,275.00	93,700.00	-23,425.00	75.0%
4040 · Grant-in-Aid	24,511.00	0.00	0.00	73,531.00	98,042.00	-24,511.00	75.0%
4060 · WVLC Svcs. to Lib. (admin fees)	16,285.00	0.00	0.00	48,793.00	65,058.00	-16,265.00	75.0%
4150 · WVLC Other Grants	0.00	15,200.00	0.00	15,200.00			
4160 · Other Grants	0.00	0.00	3,065.37	14,385.37	3,000.00	11,365.37	478.85%
4230 · Unrestricted Gifts	1,029.94	116.84	710.25	3,923.31	3,800.00	123.31	103.25%
4240 · Restricted - Memorial/Gift Matl	0.00	0.00	0.00	1,520.00	2,600.00	-980.00	60.8%
4310 · Interest	1,139.65	165.29	154.36	4,222.44	4,600.00	-277.56	93.83%
4420 · Copies/Faxes	414.00	551.76	713.30	4,865.36	5,600.00	-714.64	87.24%
4450 · Fines	95.90	158.89	175.10	1,143.18	1,600.00	-456.82	71.45%
4490 · Other fees-cards, JD, earbuds	47.00	139.00	-69.00	435.48	500.00	-64.52	87.1%
4730 · Fundraisers	42.05	117.85	59.00	12,101.65	1,000.00	11,101.65	1,210.17%
4735 · Fundraiser - Ramp Dinner	0.00	0.00	7,800.00	7,800.00	10,600.00	-2,700.00	74.29%
<b>Total Income</b>	<b>125,816.54</b>	<b>16,449.63</b>	<b>12,608.38</b>	<b>294,195.79</b>	<b>337,800.00</b>	<b>-43,604.21</b>	<b>87.09%</b>
<b>Expense</b>							
6020 · Wages	15,422.28	16,690.08	14,324.03	146,197.84	212,638.00	-66,440.16	68.75%
6030 · FICA	955.20	972.77	888.08	9,104.57	13,184.00	-4,079.43	69.06%
6040 · Medicare	223.62	227.52	207.69	2,129.30	3,083.00	-953.70	69.07%
6050 · WV Public Employees Retirement	1,244.19	1,271.47	1,160.37	11,837.90	16,705.00	-4,867.10	70.86%
6060 · Insurance (Employer Paid)	2,791.56	2,791.56	2,797.51	24,126.03	35,200.00	-11,073.97	68.54%
6061 · RHBT (Employer Paid)	0.00	0.00	0.00	0.00			
6080 · WV Unemployment	231.33	235.36	191.91	921.78	1,138.00	-216.24	81.0%
6090 · Workers Comp.	0.00	0.00	0.00	0.00	532.00	-532.00	0.0%
6110 · Books	277.65	609.95	3,169.80	6,179.01	7,800.00	-1,620.99	79.22%
6112 · Memorial/Gift Materials	106.74	239.34	166.44	1,877.66	2,500.00	-622.34	75.11%
6140 · Periodicals/Newspapers	0.00	50.00	0.00	1,999.32	1,500.00	499.32	133.29%
6143 · Electronic Books	0.00	0.00	652.92	1,928.29	2,600.00	-571.71	77.13%
6151 · Audios	0.00	0.00	0.00	300.04	1,500.00	-1,199.96	20.0%
6152 · DVD's	109.79	19.95	77.30	601.37	800.00	-198.63	75.17%
6220 · WVLC Supplemental Grants	0.00	0.00	15,200.00	15,200.00			
6230 · Other Grant Expenditures	426.94	308.67	303.95	7,550.13	3,000.00	4,550.13	251.67%
6250 · Capital Expenditure	0.00	0.00	293.50	293.50			
6310 · Office/Library Supplies	48.97	414.59	1,018.76	2,283.35	3,400.00	-1,116.65	67.16%
6350 · Postage	107.29	0.09	65.91	748.17	1,800.00	-1,051.83	41.57%
6521 · Equipment/Furniture	247.87	0.00	429.00	772.37	1,000.00	-227.63	77.24%
6541 · Equipment Maint.	0.00	0.00	0.00	0.00	100.00	-100.00	0.0%
6552 · Software/Elec. Sub./Maint. fees	444.95	1,400.00	0.00	3,578.11	4,298.00	-719.89	83.25%
6554 · Hotspot Service Fees	317.49	316.24	303.33	3,352.30	4,800.00	-1,447.70	69.84%
6570 · Vehicle Maintenance	0.00	0.00	0.00	248.34	500.00	-251.66	49.67%
6720 · Bldg. Maint. (Inc. Janitorial)	0.00	0.00	409.59	674.65	1,000.00	-425.35	57.47%
6742 · Utilities - Electric	2,298.63	2,604.10	1,994.87	14,115.44	20,000.00	-5,884.56	70.58%
6743 · Utilities - Water/Waste	0.00	101.43	109.29	820.45	1,200.00	-379.55	68.37%
6750 · Telephone	205.16	224.50	89.17	1,800.10	1,000.00	800.10	180.01%
6760 · Insurance - Building & Bonds	0.00	0.00	0.00	728.00	728.00	0.00	100.0%
6770 · ERATE Transfer/Affiliates	0.00	0.00	0.00	704.70			
6910 · Public Info./Programming	84.77	0.00	3.96	1,024.86	800.00	224.86	128.11%
6920 · Memberships	0.00	0.00	0.00	45.00	250.00	-205.00	18.0%
6930 · Travel/Meetings/Cont. Ed./Conf.	0.00	0.00	24.58	1,375.03	2,200.00	-824.97	62.5%
6950 · Fundraising Expenses	0.00	0.00	0.00	0.00	250.00	-250.00	0.0%
6955 · Fundraiser Ramp Dinner	0.00	0.00	0.00	0.00	4,200.00	-4,200.00	0.0%
6970 · Professional & Misc. Fees	0.00	25.00	0.00	1,525.00	100.00	1,425.00	1,525.0%
6980 · Audit	0.00	0.00	3,160.00	3,160.00	3,180.00	-20.00	99.37%
<b>Total Expense</b>	<b>25,545.41</b>	<b>27,502.62</b>	<b>47,081.96</b>	<b>267,102.59</b>	<b>352,886.00</b>	<b>-85,783.41</b>	<b>75.69%</b>
<b>Net Income</b>	<b>100,271.13</b>	<b>-11,052.99</b>	<b>-34,473.58</b>	<b>27,093.20</b>	<b>-15,086.00</b>	<b>42,179.20</b>	<b>-179.55%</b>

**Upshur County Family Resource Network  
General Membership Meeting  
April 8, 2024 at 12:00 noon (virtual)  
Meeting Minutes**

**Board Members present:** Ginny Dixon, Addie Helmick, and Jodi McQuillan.

**Board Members not present:** Debora Brockleman, Amanda Hayes, Matt Kerner, Tonya Kittle, Cathy Norko, Michael Phillips, Dr. Joseph Reed, Beth Rogers, and Kristie Tenney

**Staff:** Lori Ulderich Harvey, Executive Director ( briefly present)

**Community Members present:** Isaac Casto (Parish House), Cheryl Childs (WVU CED), Taylor Daugherty (Aetna), Marissa Fox (Girl Scouts of Black Diamond Council), Heather Lane (Right From the Start and HAPI), Rita McCrobie (WV Attorney General's office), Kelsey Metz (see below/guest speaker), Wendy Niceler (The Health Plan), Emma Rexroad (UniCare), and Elizabeth Sendling (WVU Medicine).

**Introductions were made in the chat box.** Note that meeting was chaired by Vice-Chairman, Jodi McQuillan, when Lori had a personal matter crop up. Before she had to leave the meeting, Lori updated all on donations promised to date for the upcoming baby shower.

**Our guest speaker today was Kelsey Metz**, who spoke on the Graciously Giving through Christ Foster Closet, associated with South Buckhannon Mission Church. Kelsey explained that this is a newly established closet, the idea for which started in December, 2023. Its goal is to have basic essential items (beds, clothing, etc.) available to foster or kinship families. Their door opened officially during the second week of March. They are recognized as an official foster closet through the State of WV, and are aligned with NECCO. Kelsey informed us that Shoe Sensation has a drive going on currently, and Buckhannon Academy Elementary School is getting ready to host a drive to benefit the closet. Beds seems to be the most needed item for foster and kinship families. Their organization has a Facebook page: Graciously Giving Through Christ Foster Closet.

**Updates from Board members:** Addie Helmick noted that she and Lori together presented a proclamation for CAP month to the Upshur County Commission on April 4<sup>th</sup>, and Addie and a coworker are presenting a proclamation for sexual assault awareness month. Jodi McQuillan reported that the baby shower will be held April 18<sup>th</sup> from 11 am to 1 pm at Way of Holiness. Plans are to pack the diaper bags the day before, at Stockert Youth & Community Center (SYCC), beginning at 2:30 pm, after which they will be taken to the church between 4 and 5 pm. WV Wesleyan nursing students will provide several presentations. Lori is planning lunch. The information about the shower will be posted on Facebook at 4 pm today; the limit is 35 moms.

**Information Sharing:**

**Jodi McQuillan**, with Healthy Start and HAPI, shared that funding for Healthy Start was

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included in the federal budget but they are waiting to see if their application was approved. Right From the Start is HAPI's "sister program."

**Marissa Fox**, Membership Delivery Manager for Region 7, Girl Scouts of Black Diamond Council, shared that during the month of April they start to launch membership in Daisy (for pre-K and K girls). She has a grant from the Benedum Foundation that covers camp and uniforms for girls in foster and kinship care.

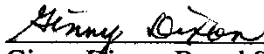
**Wendy Niceler**, The Health Plan, one of the Medicaid providers, shared that in the case of Medicaid eligibility, The Health Plan can pay membership fees for Boy and Girl Scouts.

**Taylor Daugherty** shared that Aetna also provides coverage for foster and kinship care. Taylor serves 18 counties; the counties may vary as to where the funds go, for example, to camp.

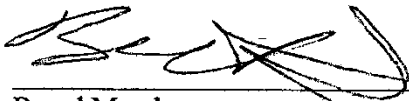
**Isaac Casto**, Director of Upshur Parish House, shared that they provided about 150 bags for school students prior to Spring Break, and 150 Easter packages. Caroline Foulks will be the new Assistant Director starting in June. She had been a service scholar from WVWC in the past, and is now a student at Ohio University.

**Next meeting: Monday, May 13, 2024 at 12:00 noon (via Zoom).**

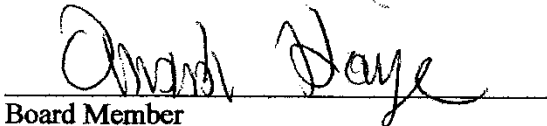
Respectfully submitted,



Ginny Dixon, Board Secretary



Board Member



Board Member

**Upshur County Public Library Board of Trustees Special Meeting  
April 18, 2024**

A special meeting of the Upshur County Public Library Board of Trustees was held on Thursday, April 18th, 2024, at 5:00 p.m. at the library. Board members in attendance were Kyle Nuttall, John Haymond, Katie Loudin, and Matthew Stott. Also in attendance were Paul Norko, Library Director; Connie Cutright, Business Manager; and Sandra Craig, Friends of the Library President.

The meeting was called to order by President Kyle Nuttall.

The minutes of the March 20, 2024 meeting were approved on a motion made by John and seconded by Matt.

Connie gave a review of the financial reports. The board accepted the financial reports for March, including itemized lists of electronic debits/credits, on a motion made by Katie and seconded by John.

**Director's Report** – See the written report

**Additions:**

BU Middle School Art Display – The art show will be on display from April 17<sup>th</sup> through May 10<sup>th</sup>.

**Unfinished Business**

**New Business**

MOE Update – Connie reported that early preliminary figures indicate we will be approximately \$7800.00 short of meeting our MOE.

FY2025 Budget – Budget discussions were deferred until after May 14 to see if the school levy passes.

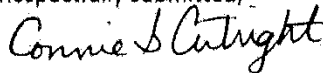
**Friends of the Library**

Friends of the Library President Sandra Craig reported that the Friends will see if they can set up at Chapel Hill to sell raffle tickets during the Strawberry Festival. They are also purchasing a couple of electronic devices to be used for summer reading club prizes.

The board went into executive session at 4:50 to discuss the resignation of the assistant director. The regular session resumed at 5:09.

The next board meeting will be a Special Meeting on Wednesday, May 22, 2024 at 5:00 p.m.

Respectfully submitted,



Connie Cutright,  
Business Manager

Approved



Kyle Nuttall,  
Board President

Director's Report  
UCPL Board of Directors Special Meeting – April 18, 2024

I. Library Staffing

A. Janitor/Cleaner

1. Our janitor, Deanna Moore, resigned effective May 10.
2. We conducted a fairly quick search and have hired Angle Butcher to be our janitor. She starts on Tuesday, May 14<sup>th</sup>.

B. Assistant Director

1. Places It is posted
  - (a) Job is currently posted on Indeed (Sponsored version), WVLC (Free), Tennessee Library Association Job Board (free), I Need a Library Job (only up for about a week for free), and on Handshake. No applications were received in the past month.
  - (b) I've refreshed on sponsored Indeed, Tennessee Library Association and INALJ to boost visibility.
  - (c) Additionally, I've also tried reaching out directly to several Information Science departments at the closest colleges and universities to see if there was a better way to reach recent graduates with the posting.

C. Medical Leave – Holly Tunning Canfield

1. Holly has requested and was granted a 6-week minimum medical leave of absence. We had known she needed a procedure for a while now, but she didn't know when it would be scheduled. Turns out it was scheduled on May 15<sup>th</sup>, so she will be out from then until the end of June. The leave could end up being a bit longer, depending on her recovery time.
2. We will need to find a way to fill the gap in staff coverage while Holly is out, but I've got a couple of ideas.

II. Programming/Events

A. Programs from past month

1. Thursday, May 9<sup>th</sup> – Reception for Middle School Art Show – awarded several awards, including Staff Choice Awards (one from each staff member), and a People's Choice Award (top 3 choices), had about a dozen students and their families attend.

B. Upcoming Programs

1. Summer Reading Program starts June 1 (through June 30). 4 different programs (Preschool (ages 0-5), Children (ages 6-12), Teens (ages 13-18) and Adult (ages 19+). Several events planned:
  - (a) Saturday, June Magic Show – Saturday in June
  - (b) June 18 - Ancient Civilizations Talk – June 18
  - (c) Thursday, June 27<sup>th</sup> @ 12:00 – Summer Reading Wrap Party – Lunch @ 12:00, Virtual Tour of Costa Rica @ 1:00
  - (d) Possible music event for kids by Key to Adam (the duo who performed at Ramp Dinner)
2. Tuesday, June 5, 1-3 p.m. – Sarah Goodrich of HomeOwnership Center, Inc will be holding a home ownership seminar, going over topics like budgeting, building credit, credit advising and financial education to help people who are looking to buy a home as part of their Financial Literacy Tour.
3. Thursday, June 13<sup>th</sup>, 4:30-5:30 – Book signing by Eddie Parsons (Conquering Life's Trenches)

III. Library Projects

A. New Library sign – No change since last month

B. New library carpeting

1. Pre-Bid meeting held April 30<sup>th</sup>. 5 potential companies showed up at this meeting. A few items within the RFP came up for revision after receiving feedback from the interested bidders.
2. Bids were due to County Commission by May 8<sup>th</sup>. There were 4 bids entered, the winning bid will be selected May 20<sup>th</sup> by the County Commission (date pushed back from May 9<sup>th</sup> due to the Commission wishing to thoroughly read all bids).
3. Timeline for completion of this project is sometime between July 1 and September 25, 2024. We will have a better sense of this after the winning bid is announced, since we will have someone to talk with about any needed closures, scope of project, etc.

IV. Affiliates

- A. Paul visited Pioneer Memorial Library (Harman), Mountaintop Public Library (Thomas) and Five Rivers Public Library for standard visits on Friday, May 3.
- B. Connie attended the Belington Public Library's board meeting on April 25<sup>th</sup> to answer budgeting questions.

## Upshur County Public Library

July 2023 through April 2024

TOTAL

	Feb 24	Mar 24	Apr 24	Jul '23 - Apr 24	Budget	\$ Over Budget	% of Budget
<b>Income</b>							
4020 - County Commission	0.00	0.00	0.00	36,000.00	48,000.00	-12,000.00	75.0%
4030 - Board of Education	0.00	0.00	0.00	70,275.00	93,700.00	-23,425.00	75.0%
4040 - Grant-in-Aid	0.00	0.00	24,511.00	98,042.00	98,042.00	0.00	100.0%
4060 - WVLC Svcs. to Lib. (admin fees)	0.00	0.00	16,265.00	65,058.00	65,058.00	0.00	100.0%
4150 - WVLC Other Grants	15,200.00	0.00	0.00	15,200.00			
4160 - Other Grants	0.00	3,065.37	0.00	14,365.37	3,000.00	11,365.37	478.85%
4230 - Unrestricted Gifts	116.84	710.25	154.66	4,077.97	3,800.00	277.97	107.32%
4240 - Restricted - Memorial/Gift Matl	0.00	0.00	0.00	1,520.00	2,500.00	-980.00	60.8%
4310 - Interest	165.29	154.36	157.21	4,379.65	4,500.00	-120.35	97.33%
4420 - Copies/Faxes	551.76	713.30	559.15	5,444.51	5,600.00	-155.49	97.22%
4450 - Fines	158.89	175.10	129.96	1,273.14	1,600.00	-326.86	79.57%
4490 - Other fees-cards, JD, earbuds	139.00	-69.00	63.50	498.98	500.00	-1.02	99.8%
4730 - Fundraisers	117.85	59.00	37.00	12,138.65	1,000.00	11,138.65	1,213.87%
4735 - Fundraiser - Ramp Dinner	0.00	7,800.00	7,172.01	14,972.01	10,500.00	4,472.01	142.69%
<b>Total Income</b>	<b>16,449.63</b>	<b>12,608.38</b>	<b>49,049.49</b>	<b>343,245.28</b>	<b>837,800.00</b>	<b>5,445.28</b>	<b>101.61%</b>
<b>Expense</b>							
6020 - Wages	15,690.08	14,324.03	15,395.72	161,593.56	212,638.00	-51,044.44	76.0%
6030 - FICA	972.77	888.08	954.56	10,059.13	13,184.00	-3,124.87	76.3%
6040 - Medicare	227.52	207.69	223.24	2,352.54	3,083.00	-730.46	76.31%
6050 - WV Public Employees Retirement	1,271.47	1,150.37	1,189.93	13,006.83	16,705.00	-3,698.17	77.86%
6060 - Insurance (Employer Paid)	2,791.66	2,797.51	2,216.56	26,342.59	35,200.00	-8,857.41	74.84%
6061 - RHBT (Employer Paid)	0.00	0.00	0.00	0.00			
6080 - WV Unemployment	235.38	191.91	133.33	1,055.09	1,138.00	-82.91	92.71%
6090 - Workers Comp.	0.00	0.00	0.00	0.00	532.00	-532.00	0.0%
6110 - Books	609.95	3,189.80	495.67	6,674.68	7,800.00	-1,125.32	85.57%
6112 - Memorial/Gift Materials	239.34	186.44	194.31	2,071.97	2,500.00	-428.03	82.88%
6140 - Periodicals/Newspapers	50.00	0.00	0.00	1,999.32	1,500.00	499.32	133.29%
6143 - Electronic Books	0.00	652.92	0.00	1,928.29	2,500.00	-571.71	77.13%
6151 - Audios	0.00	0.00	0.00	300.04	1,500.00	-1,199.96	20.0%
6152 - DVD's	19.95	77.30	37.92	639.29	800.00	-160.71	79.91%
6220 - WVLC Supplemental Grants	0.00	15,200.00	0.00	15,200.00			
6230 - Other Grant Expenditures	308.67	303.95	610.53	8,160.66	3,000.00	5,160.66	272.02%
6250 - Capital Expenditure	0.00	293.50	0.00	293.50			
6310 - Office/Library Supplies	414.59	1,018.75	80.95	2,344.30	3,400.00	-1,055.70	68.95%
6350 - Postage	0.09	85.91	197.39	945.56	1,800.00	-854.44	52.53%
6521 - Equipment/Furniture	0.00	429.00	0.00	772.37	1,000.00	-227.63	77.24%
6541 - Equipment Maint.	0.00	0.00	0.00	0.00	100.00	-100.00	0.0%
6552 - Software/Elec. Sub./Maint. fees	1,400.00	0.00	133.31	3,711.42	4,298.00	-586.58	86.35%
6554 - Hotspot Service Fees	316.24	303.33	251.24	3,603.54	4,800.00	-1,196.46	75.07%
6570 - Vehicle Maintenance	0.00	0.00	0.00	248.34	500.00	-251.66	49.67%
6720 - Bldg. Maint. (inc. janitorial)	0.00	409.59	228.99	803.84	1,000.00	-196.36	80.36%
6742 - Utilities - Electric	2,604.10	1,994.87	3,469.79	17,585.23	20,000.00	-2,414.77	87.93%
6743 - Utilities - Water/Waste	101.43	109.29	107.39	927.84	1,200.00	-272.16	77.32%
6750 - Telephone	224.50	89.17	229.44	2,029.54	1,000.00	1,029.54	202.95%
6760 - Insurance - Building & Bonds	0.00	0.00	0.00	728.00	728.00	0.00	100.0%
6770 - ERATE Transfer/Affiliates	0.00	0.00	0.00	704.70			
6910 - Public Info./Programming	0.00	3.96	483.74	1,488.80	800.00	688.80	186.08%
6920 - Memberships	0.00	0.00	90.00	135.00	250.00	-115.00	54.0%
6930 - Travel/Meetings/Cont. Ed./Conf.	0.00	24.58	366.90	1,741.33	2,200.00	-458.67	79.15%
6950 - Fundraising Expenses	0.00	0.00	39.00	39.00	250.00	-211.00	15.6%
6955 - Fundraiser Ramp Dinner	0.00	0.00	3,948.00	3,948.00	4,200.00	-252.00	94.0%
6970 - Professional & Misc. Fees	25.00	0.00	0.00	1,525.00	100.00	1,425.00	1,525.0%
6980 - Audit	0.00	3,180.00	0.00	3,160.00	3,180.00	-20.00	99.37%
<b>Total Expense</b>	<b>27,502.62</b>	<b>47,081.96</b>	<b>31,016.31</b>	<b>298,118.90</b>	<b>352,886.00</b>	<b>-54,767.10</b>	<b>84.48%</b>
<b>Net Income</b>	<b>-11,052.99</b>	<b>-34,473.58</b>	<b>18,033.18</b>	<b>45,126.38</b>	<b>-15,086.00</b>	<b>60,212.38</b>	<b>-299.13%</b>

## Upshur County Public Library FY2025 Budget Proposals

	TOTAL FY2024		FY 2025 Approved Budget
	Jul '23 - May 31	Budget	3% Pers. Inc.
<b>Income</b>			
4020 • County Commission	48,000.00	48,000.00	55,000.00
4030 • Board of Education	93,700.00	93,700.00	93,700.00
4040 • Grant-in-Aid	98,042.00	98,042.00	98,042.00
4060 • WVLC Svcs. to Lib. (admin fees)	65,058.00	65,058.00	65,058.00
4150 • WVLC Other Grants	15,200.00		
4160 • Other Grants	14,365.37	3,000.00	3,000.00
4230 • Unrestricted Gifts	4,242.97	3,800.00	4,000.00
4240 • Restricted - Memorial/Gift Matl	1,520.00	2,500.00	2,500.00
4310 • Interest	4,379.65	4,500.00	5,000.00
4420 • Copies/Faxes	5,726.61	5,600.00	6,000.00
4450 • Fines	1,302.64	1,600.00	1,500.00
4490 • Other fees-cards, JD, earbuds	634.98	500.00	600.00
4730 • Fundraisers	13,617.90	1,000.00	1,000.00
4735 • Fundraiser - Ramp Dinner	14,972.01	10,500.00	10,500.00
<b>Total Income</b>	<b>380,662.13</b>	<b>337,800.00</b>	<b>345,900.00</b>
<b>Expense</b>			
6020 • Wages	175,210.00	212,638.00	218,809.00
6030 • FICA	10,903.33	13,184.00	13,566.00
6040 • Medicare	2,549.98	3,083.00	3,173.00
6050 • WV Public Employees Retirement	14,078.15	16,705.00	17,185.00
6060 • Insurance (Employer Paid)	28,509.15	35,200.00	37,888.00
6061 • RHBT (Employer Paid)			1,632.00
6080 • WV Unemployment	1,123.34	1,138.00	1,167.00
6090 • Workers Comp.	0.00	532.00	547.00
6110 • Books	7,226.62	7,800.00	8,300.00
6112 • Memorial/Gift Materials	2,433.97	2,500.00	2,500.00
6140 • Periodicals/Newspapers	1,999.92	1,500.00	3,000.00
6143 • Electronic Books	1,928.29	2,500.00	3,000.00
6151 • Audios	300.04	1,500.00	0.00
6152 • DVD's	657.24	800.00	800.00
6220 • WVLC Supplemental Grants	15,200.00		
6230 • Other Grant Expenditures	8,875.13	3,000.00	3,600.00
6250 • Capital Expenditure	293.50		15,404.00
6310 • Office/Library Supplies	2,800.54	3,400.00	3,400.00
6350 • Postage	1,380.05	1,800.00	1,800.00
6521 • Equipment/Furniture	772.37	1,000.00	1,000.00
6541 • Equipment Maint.	0.00	100.00	0.00
6552 • Software/Elec. Sub./Maint. fees	3,752.42	4,298.00	4,300.00
6564 • Hotspot Service Fees	4,334.78	4,800.00	3,100.00
6570 • Vehicle Maintenance	248.34	500.00	500.00
6720 • Bldg. Maint. (Inc. Janitorial)	931.35	1,000.00	1,000.00
6742 • Utilities - Electric	19,234.73	20,000.00	21,000.00
6743 • Utilities - Water/Waste	1,041.08	1,200.00	1,250.00
6760 • Telephone	2,275.28	1,000.00	2,000.00
6760 • Insurance - Building & Bonds	728.00	728.00	728.00
6770 • ERATE Transfer/Affiliates	704.70		
6910 • Public Info./Programming	1,496.39	800.00	800.00
6920 • Memberships	135.00	250.00	280.00
6930 • Travel/Meetings/Cont. Ed./Conf.	2,057.39	2,200.00	2,200.00
6950 • Fundraising Expenses	39.00	250.00	100.00
6955 • Fundraiser Ramp Dinner	4,070.53	4,200.00	4,200.00
6970 • Professional & Misc. Fees	1,525.00	100.00	100.00
6980 • Audit	3,160.00	3,180.00	1,944.00
<b>Total Expense</b>	<b>321,955.61</b>	<b>352,886.00</b>	<b>380,273.00</b>
<b>Net Income</b>	<b>58,706.52</b>	<b>-15,086.00</b>	<b>-34,373.00</b>
<b>New deficit amount after deducting Cap. Ex.</b>			<b>-18,969.00</b>

Approved.

Kyle Nuttall, Board President

Date 2024-05-29

**Upshur County Family Resource Network  
General Membership Meeting  
May 13, 2024 at 12:00 noon (virtual)  
Meeting Minutes**

**Board Members present:** Ginny Dixon, Addie Helmick, Jodi McQuillan, and Cathy Norko.

**Board Members not present:** Debora Brockleman, Amanda Hayes, Matt Kerner, Tonya Kittle, Michael Phillips, Dr. Joseph Reed, Beth Rogers, and Kristie Tenney

**Staff:** Lori Ulderich Harvey, Executive Director

**Community Members present:** Cheryl Childs (WVU Center for Excellence in Disabilities), Jennifer Higham (LVUC), Tammy Ketchem (Legal Aid of WV), Rita McCrobie (WV Attorney General's office), Kelsey Metz (GGTC Foster Closet), Brandy Miller (Mountain CAP), Wendy Niceler (The Health Plan), Caroline Casey (student intern to Jodi McQuillan), and Samantha Ribeiro Matos and Cheyenne Troxell (our guest speakers).

**Introductions** were made in the chat box. **Our opening prayer** was offered by Addie Helmick.

**Director's Updates:**

- Lean on Me training, provided to 40-50 people at UCPL, was very successful. There were 15 libraries from 9 counties participating.
- Healthy Grandfamilies will be held from 11:30 am-1:30 pm every Thursday from June 13<sup>th</sup> to July 25<sup>th</sup>, (excluding Independence Day). Lori has sent an updated email with the flyer attached.
- Socials: the evening Zoom one went very well.
- CAP month in April: Lori asked if we still have the yard signs, to grab them and let her know where they are to be picked up, unless you would like to drop them off. Some locations want to keep theirs.
- Baby Shower on Thursday, April 18<sup>th</sup> went well. Jodi McQuillan provided an update in terms of the venue being very nice, the help we had packing diaper and goody bags and taking items to the church. Wendy Niceler also commented that it was a "lovely shower and the space was great; nice turnout".
- Warm Wishes Tree: Lori is looking for volunteers to help bag items, working together like a "quilting bee". She's most appreciative of Stella at the Clothes Closet for setting aside items for us to use. This might take place in July but no date is set yet. The following offered to get together to help: Wendy Niceler, Tammy Ketchem, Cathy Norko, and Ginny Dixon.

**PIP Conference:** Lori will be out of the office the next few days until the Junior Royalty Parade on Thursday.

**Junior Royalty Parade:** Participating will be UCFRN/PIP with guests from Graciously Giving Through Christ Foster Closet and CAC. UCFRN/PIP will be distributing pinwheels and other items with the help of teens from foster closet group. CAC will be handing out information.

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Parade lineup is at 5:30 pm, with everyone walking between two pickup trucks. We will line up on the Hardee's side of Camden Avenue.

**Guest Speakers:** Cheyenne Troxell, Program Director, and Samantha Ribeiro Matos, Treatment Coordinator, with the 26<sup>th</sup> Judicial Circuit Community Corrections, were our guest speakers today. This program provides an alternative sentencing program instead of jail time, which helps participants link with groups that can best help them. Cheyenne noted that they are working toward a new building for their community recovery center. Samantha added that they have an open door policy (open to the public and free of any charge). Essentially, they focus on the treatment side and not the punitive nature of the program. Participants are enabled to build relationships with various community entities. Cheyenne commented that practically everyone has been affected in some way by substance abuse; if not personally, they know someone who has abused substances. They also distribute Narcan and provide training in its use, are willing to speak to groups, and offer information at job fairs and career day for youth. Their email address is: [26judicialCCCC@gmail.com](mailto:26judicialCCCC@gmail.com); phone numbers: Lewis office-681-822-1010, Upshur-304-472-9548.

**Information Sharing:**

**Lori Ulderich Harvey** informed us that there will be no National Night Out this year, per Buckhannon Police Department. BPD has vacancies for 2 officers.

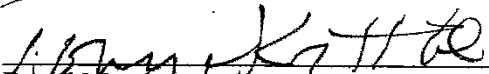
**Kelsey Metz** had no updates but wanted to comment that she felt the Upshur County Commission was receptive to the idea of the Foster Closet. Lori added that beds are a big need.

**Jodi McQuillan**, WV Healthy Start/ HAPI Project, shared that funding for Healthy Start was approved for 5 more years. They are losing Lewis and Taylor counties but gaining Wetzel, Doddridge, and Gilmer counties.

**Next meeting: Monday, June 10, 2024 at 12:00 noon in person, at Upshur Rec Park.**  
**UCFRN will provide food. Note: No meetings in July or October.**

Respectfully submitted,

  
 Ginny Dixon, Board Secretary

  
 Board Member

  
 Board Member

Upshur County Solid Waste Authority  
**Board Meeting Minutes—May 13, 2024**

Chair Joyce Harris-Thacker called the regularly scheduled meeting of the Upshur County Solid Waste Authority to order in the Conference Room of the UCSWA Building (located at 380 Mudlick Rd. Suite 102 Buckhannon, WV 26201) at 4:33 p.m. on May 13, 2024.

Present at the meeting were: Joyce Harris-Thacker, Paula Stone, Mary Gower, Jackie McDaniels, Scott Randall and Director Belinda Lewis. A quorum was present. There were no guests.

The minutes of the April 8<sup>th</sup> meeting had previously been sent to the members and were part of the agenda packet. A motion to accept the minutes was made by Mary. Seconded by Paula. Motion carried.

The Financial Report for April was presented by the Treasurer at this time of the agenda. Register Reports for the four bank accounts with First Community Bank covering April 2024 were presented. The ending balances for the accounts are as follows:

	<u>March</u>	<u>April</u>
• REAP	\$100.00	\$100.00
• SWMB	\$4,906.13	\$4,011.65
• Money Market	\$19,743.46	\$19,755.60
• Operating	\$55,758.11	\$58,246.89

A motion to accept was made by Jackie and seconded by Mary. Motion carried.

The Director reported on finishing the Siting Plan Revision, holding the Free Paper Shred Event (and needing a new canopy and new signs for the September event), holding the fourth grade field trips and working on the budget reallocation request for the SWMB Grant FY 2024.

The Budget FY 2025 was tabled until the June meeting.

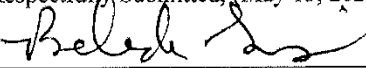
Jackie made a motion to donate \$350.00 to WV DEP for the Junior Conservation Camp. Seconded by Scott. Motion carried.

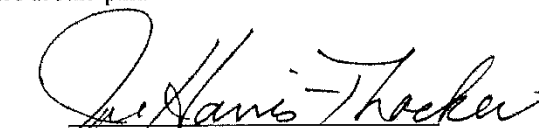
Mary made a motion to donate \$200.00 to the Recycling Coalition of WV. Seconded by Paula. Motion carried.

Jackie made a motion to approve the Budget Reallocation Request for the FY 2024 SWMB Grant. Seconded by Scott. Motion carried.

With no further business, the meeting was adjourned at 5:25 p.m.

Respectfully Submitted, (May 13, 2024)

  
 Belinda Lewis, Director

  
 Joyce Harris-Thacker, Chair

(Signature copy to be maintained in the UCSWA Office)