

Upshur County Commission Meeting Agenda

Agenda packets are available electronically at 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: November 2, 2023
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• October 26, 2023
- 9:15 a.m. Bid opening and potential award -- one truck for the Upshur County Maintenance Department. *
- 9:30 a.m. Chief JB Kimble, Buckhannon Fire Department – Discuss implementing a regional Peer Support Group for multiple agencies and multiple jurisdictions utilizing Crisis Response Grant Funds. *
- 10:15 a.m. Isaac Casto, Executive Director Upshur County Parish House -- Provide an update regarding services offered and immediate local needs.
- 10:45 a.m. Jason Jett, 2nd Vice President of the Fred Brooks Garden Club – discuss upcoming projects. *

Items for Discussion / Action / Approval:

1. Approval and signature of Resolutions to create two checking accounts designated as Fund #40 Opioid Settlement Fund and #41 County Fire Protection Fund per WV Senate Bill 1021. * [Page 3](#)
2. Discuss appointing Sheriff John Michael Coffman to the Enhanced Emergency Telephone Advisory Board, as law enforcement representative, effective immediately. *
3. Approval and signature of the FY 2023 Homeland Security Grant Program (LE) Award, Conditions and Assurances, and Certifications Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements. The award amount is \$80,000 and will be used to install In-car Camera Systems in vehicles located within the Upshur County Sheriff's Department. * [Pages 4-12](#)
4. Correspondence from Circuit Clerk, Brian Gaudet, requesting approval to hire Cynthia D. Grey as full-time Deputy Circuit Clerk, effective November 13, 2023, pending background check. *
Item may lead to Executive Session per WV Code §6-9A-4 A [Under separate cover](#)
5. Approval of Upshur County Department of Homeland Security and Emergency Management volunteers:
 - a) Gerald Thompson*
 - b) John Bess*
 - c) Mary Dean*
 - d) Micah Burgett*
 - e) Cyrus Thompson*
 - f) Chrissy Sandy*[Under separate cover](#)

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

For Your Information:

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

1. Upshur County Mileage Reports – September, 2023

- Addressing and Mapping Page 13
- Dog Pound Page 14
- Emergency Management Page 15
- Maintenance Page 16-18
- Parks & Recreation Page 19
- Sheriff Page 20
- Upshur 911 Page 21

2. Public Notices:

a) Newsletters and/or Event Notifications:

- None

b) Agendas and/or Notice of Meetings:

- City Council of Buckhannon November 2, 2023

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c) Meeting Minutes:

- None

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

<http://cms4.revize.com/revize/upshurwv/calendar.php>

or go to www.upshurcounty.org and click on the board meetings calendar box on the main page.

3. 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. 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

Tabled Items

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

None

Next Regular Meeting of the Upshur County Commission

November 16, 2023 --- 9:00 a.m.

Upshur County Courthouse Annex

The meeting for Thursday, November 9, 2023 has been cancelled.

RESOLUTION

WHEREAS, WV Senate Bill 1021 has created a new fund in the County Uniform Chart of Accounts;

WHEREAS, the Fund # is 41 and designated as the County Fire Protection Fund, to be used as described in WV Code §7-5B-1 and §7-5B-2;

WHEREAS, the said Senate Bill states that this will be an interest-and-earnings accumulating account;

WHEREAS, the County Commission is aware the expenditure accounts utilized will be based on the decisions made by the County Commission when these funds are used and should refer to the County Uniform Chart of Accounts when making these decisions.

NOW THEREFORE BE IT RESOLVED that the Upshur County Commission does hereby approve the creating of a checking account, designated as:
Fund # 41- County Fire Protection Fund.

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APPROVED THIS 2nd DAY OF November, 2023.

Kristie G. Tenney, President

Samuel R. Nolte, Commissioner

Douglas K. Bush, Commissioner

Attest: _____
Carol J. Smith, County Clerk

State of West Virginia
Emergency Management Division

FY 2023 Homeland Security Grant Program (LE) Award

Of sure

<u>CFDA Number</u> 97.042	<u>Federal Grant Award</u> EMW-2023-SS-00021	<u>OASIS-GG Document ID</u> GFO-0606-FY23 HSGP LE-2
<u>Subgrant Period</u> From: 9/1/2023 To: 8/31/2026	<u>Subgrant #</u> 23-LE-16	Major Program: HSGDLE Program: Program Period: LE2023

<u>Subgrantee Name and Address</u> Upshur County Commission 91 W Main Street Suite 101 Buckhannon, WV 26201	<u>FEIN</u> 55-6000406
	<u>UEI</u> L1BDAD3H4A7
	<u>OASIS ID</u> 212313

TOTAL GRANT AWARD	\$ 80,000.
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By signing and accepting this award, the subgrantee agrees to comply with all conditions and assurances included in the application. I certify that this project will be implemented as described in the application.

Subgrantee Authorized Official: _____

Title: _____ **Date:** _____

Homeland Security Grant Program Certification

The attached application has been reviewed and the proposed project and expenditures fall within all state and federal guidelines which govern the Homeland Security Grant Program, and sufficient funds exist to make this award.

HSGP Grant Representative _____ **Date** _____

I hereby authorize the awarding of funds to support the project as described in the attached application.

HSSAA Director _____ **Date** _____

Conditions and Assurances

This program is conditioned upon and subject to compliance with the following Conditions and Assurances. By attaching a signature to page one (1) of this grant application, the applicant certifies and assures that it will comply with the following Conditions and Assurances, Regulations, Policies, Guidelines and Requirements of the Homeland Security State Administrative Agency (HS SAA), as further clarified in the Policies and Procedures Manual for this program; U.S. Department of Homeland Security guidance; and **all other** relevant Federal/State regulations, policies, and guidelines. These Conditions and Assurances apply to all **Emergency Management Performance Grants** federal and agency funds expended for purposes associated with this project. All correspondence to the HS SAA, which is required and/or occurs as a result or action of any of the following Conditions and Assurances, or as a result of the administration of any HS SAA grant program, should be addressed to:

**WV Emergency Management Division
Homeland Security State Administrative Agency
1124 Smith St, Suite 3201, Charleston, WV 25301**

1 **Laws of West Virginia:**

This 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 the HS SAA.

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.

3 **Relationship:**

The relationship of the sub-grantee to the HS SAA shall be that of an independent contractor, not that of a joint enterprise. The sub-grantee shall have no authority to bind the HS SAA for any obligation or expense without the express prior written approval from the HS SAA.

4 **Operational Within 90 Days:**

If the project is not operational within 90 days of the specified project starting date, the grantee must submit a statement to HS SAA explaining the delay in implementation. Upon receipt of the 90-day letter, HS SAA may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

5 **Civil Rights Compliance:**

Sub-grantee will comply with all federal civil rights laws, including Title VI of the Civil Rights Act, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services.

6 **Written Approval of Changes:**

The sub-grantee must obtain prior written approval from HS SAA for all project changes (programmatic, fiscal or otherwise).

7 **Press Release:**

Release of information pertaining to this sub-grant must include the following information:

1. Grant amount;
2. State involvement (WV Emergency Management Division); and,
3. Federal involvement (U.S. Dept. of Homeland Security).

8 **Compliance with Federal Rules and Regulations:**

Sub-grantee will comply with Title 2, Part 200 of the Code of Federal Regulations (**Super Circular**). The Super Circular supersedes Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133.

9	Program Accountability – Federal Audit Requirement – Super Circular:
<p>If an audit must be conducted pursuant to the Super Circular, a copy of the audit shall be submitted to HS SAA as well as to the Federal clearinghouse.</p> <p><u>The Federal clearinghouse address is as follows:</u></p> <p style="text-align: center;">Federal Audit Clearinghouse Bureau of the Census 1201 E. 10th Street Jeffersonville, IN 47132</p>	
10	Program Accountability – State Audit Requirements:
<p>Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, sets forth the audit requirements of corporations, associations or other organizations which receive state funds or grants. These audit requirements do not apply to units of local and state government. If applicable, this grant shall adhere to the audit requirements set forth in §12-4-14 at the time of award. All funds disbursed by HS SAA are appropriated by the WV Legislature; therefore all funds disbursed are considered state funds. The HS SAA will notify the Legislative Auditor when a sub-grant is awarded which falls under the requirements of the WV Code.</p> <p><u>As of 9/13/05, the requirements set forth by §12-4-14 are as follows:</u> Any corporation, partnership, association, individual or other legal entity (not to include a state spending unit or a local government as defined in § 6-9-1a of the West Virginia Code, as amended) which receives one or more state grants or sub-grants in the amount of \$50,000 or more in the aggregate in a state fiscal year shall file with the HS SAA a <u>Report of the disbursement of these state funds</u>. An OMB A-133 Audit or an audit conducted by a certified public accountant may be substituted for the Report. The Report shall be filed within two years of the end of the fiscal year in which the grant or sub-grant closes. The Report shall be made by an independent certified public accountant and the scope of the Report is limited to showing how the state grant or sub-grant funds were spent. The Report does not have to be a full-scope audit or review of the entity receiving state funds. Any entity failing to file a required Report is barred from subsequently receiving state grant or sub-grant funds until the Report is filed and is otherwise in compliance with the provisions of West Virginia Code. If a Report is not required under this section of the WV Code then the grantee or sub-grantee shall file with HS SAA a sworn statement of expenditures made under the grant or sub-grant.</p> <p><u>The Sub-grantee assures that it has read, understands and is in full compliance with all requirements as set forth in Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with this section of the West Virginia Code, as amended.</u></p>	
11	Access to Records, Equipment, Training, & Exercises:
<p>The HS SAA, through any authorized representative, shall have access to and the right to examine all records, books, papers, documents, equipment, training, and/or exercises related to the sub-grant and to relevant books and records of contractors.</p>	
12	Conflict of Interest:
<p>No public official or employee of the sub-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 be expected to result in any private/public benefit to that individual or that individual's immediate family.</p>	
13	National and State Evaluation Efforts:
<p>The Sub-grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.</p>	
14	Political Activity:
<p>The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to state grantee staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns, except they may not be candidates for office.</p>	

15	Obligation of Project Funds:
Funds may not, without prior written approval from the HS SAA, be obligated prior to the effective start date or subsequent to the termination date of the project period. <u>All invoices must be dated within the approved sub-grant period.</u>	
16	Elements of a Viable Continuity Capability:
The Continuity Plan is the roadmap for the implementation and management of the Continuity Program. The National Continuity Policy: Federal Continuity Directive 1 and Federal Continuity Directive 2 outline the following ten (10) overarching continuity requirements: Essential Functions, Orders of Succession, Delegations of Authority, Continuity Facilities, Continuity Communications, Vital Records Management, Human Capital, Tests-Training-Exercises, Devolution of Control & Direction, and Reconstitution. <u>If utilizing sub-grant funding for the development of a Continuity Plan, the Plan must address each of these ten (10) elements in order to be eligible to be reimbursed for approved/allowable costs.</u>	
17	Use of Funds:
Funds awarded through the HS SAA may be expended ONLY for the purposes and activities specifically covered by the sub-grantee's approved project description and budget. Any change in the project or the budget must receive PRIOR approval from HS SAA.	
18	Release of Information:
<p>All records, papers and other documents kept by recipients of grant funds are required to be made available to the HS SAA. These records and other documents submitted to the HS SAA and its grantees, including plans and application for funds, reports, etc., are subsequently required to be made available to the U.S. Department of Homeland Security under the terms and conditions of the Federal Freedom of Information Act, 5. U.S.C. §552.</p> <p>The HS SAA 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 sensitive 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 <u>under federal control</u> is subject to requests made pursuant to the Freedom of Information Act, 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the Federal Division of Homeland Security FOIA Office, and may likely fall within one or more of the available exemptions under the Act.</p> <p>Sub-grantees must consult applicable state and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive in nature. Applicants may also consult the HS SAA regarding concerns or questions about the release of potentially sensitive information under state and local laws.</p>	
19	Allowable and Unallowable Costs:
Allowable costs incurred under this grant shall be determined in accordance with the Super Circular.	
20	Non-supplanting:
Federal funds must be used to supplement existing funds for program activities and may not replace (supplant) non-Federal 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 Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The sub-grantee hereby certifies that Federal funds made available under this grant will not be used to supplant state and local funds.	
21	Matching Contribution:
If matching funds are allocated, the applicant assures that those funds 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. Cash matching contributions are subject to the same expenditure guidelines established by the HS SAA and the U.S. Department of Homeland Security for this grant program. All sub-grantees must maintain records that clearly show the source, the amount and the timing of all cash matching contributions. There is no waiver provision for any cash match requirements.	

22	Project Income:
	All income earned by the sub-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 by the HS SAA and the U.S. Department of Homeland Security for this grant program. All sub-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.
23	Consultant Fees:
	Approval of this sub-grant does not necessarily indicate an approval of specific consultant rates. Please discuss rates with the HS SAA.
24	Purchasing:
	When making purchases relevant to the sub-grant, the sub-grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government.
25	Reports:
	Each sub-grantee shall submit reports as deemed reasonably necessary by the HS SAA for monitoring, stewardship and evaluation of programmatic and fiscal responsibilities.
26	Environmental & Historical Preservation (EHP):
	Sub-grantee shall comply with all applicable Federal, State, and local EHP requirements and shall provide any information requested to ensure compliance with applicable laws.
27	Suspension of Funding:
	<p>HS SAA may suspend, in whole or in part, terminate, or impose other sanctions on any sub-grantee funds for the following reasons:</p> <ul style="list-style-type: none"> • Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program; • Failure to submit reports; • Filing a false certification in this application or in another report or document; or, • Other just cause.
28	Sanctions for Noncompliance:
	<p>In the event of the sub-grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, the HS SAA may impose such contract sanctions, as it may deem appropriate, including but not limited to:</p> <ul style="list-style-type: none"> • Withholding of payments to the sub-grantee until the sub-grantee complies; • Cancellation, termination or suspension of the contract, in whole or in part; or, • Refrain from extending any further assistance to the sub-grantee until satisfactory assurance of future compliance has been received.
29	Immigration and Naturalization Verification:
	The sub-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 Federal funds to verify that employees are eligible to work in the United States.
30	Use of Grant Funds to Enact Laws:
	Sub-grantee understands and agrees that shall not use any sub-grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

31	Property Accountability:
	The sub-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 sub-grant by the HS SAA. This obligation continues as long as the property is retained by the sub-grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from the HS SAA. Sub-grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program, with copies provided to the HS SAA. The HS SAA reserves the right to inspect and review any equipment purchased with this sub-grant
32	Communications Equipment:
	With respect to communications initiatives and equipment, the sub-grantee agrees to the following: Communications equipment shall be compatible with the SAFECOM P25 trunked radio hierarchy and the WV Statewide Interoperable Radio Network. Per WV Code §15-14-4, all communications equipment requests must be reviewed and approved by the Statewide Interoperability Coordinator. www.sirn.wv.gov
33	Equipment:
	Sub-grantees purchasing equipment with grant funds shall adhere to the established bidding procedures for their respective units of government and/or agencies. All equipment shall have a primary function of being used for homeland security purposes, and be available statewide (if practical) for use during emergencies and training/exercise events.
34	Marking of Equipment and Publications:
	Sub-grantee shall ensure that, when practicable, any equipment purchased and publications produced with grant funding shall be prominently marked as follows: "Supported with funds provided by the U.S. Department of Homeland Security and the WV EMD."
35	Patents and/or Copyrights and Rights in Data:
	Sub-grantee acknowledges that the HS SAA, and subsequently the U.S. Department of Homeland Security; 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. Sub-grantee shall consult with the HS SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
36	Time Extensions:
	Time extensions are allowable; however, the HS SAA will review and approve extension requests on a case by case basis only if the extension is warranted. Lack of planning by the sub-grantee is not a justified reason for an extension.
37	Equal Employment Opportunity Plan:
	Each sub-grantee certifies that it has executed and has on file, an Equal Employment Opportunity Plan.
38	Veterans Preference:
	This program includes a provision that grantees utilizing funds to hire additional personnel give suitable preference in employment to military veterans. HS SAA defines "suitable preference" as the requirement that a sub-grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.
39	Submission/Release of Proposed Publications:
	The sub-grantee shall submit one copy of all reports and proposed publications resulting from this agreement to the HS SAA 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 United States Department of Homeland Security and the WV Emergency Management Division. 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 U.S. Department of Homeland Security, nor the State of West Virginia."

40	Purchase of American-made Equipment/Products:
It is the sense of the Congress, as conveyed through the FY 1997 Appropriations Act, as well as the desire of HS SAA <u>thatto the greatest extent practicable</u> , all equipment and products purchased with Federal funds made available under this grant should be American-made.	
41	Personnel Training:
The HS SAA reserves the right to require training as a condition of the sub-grant before or at any time during the project period. Proof of training/certification on grant-funded equipment shall be provided, upon request within 10 business days.	
42	Accounting Requirements:
Sub-grantee shall record all project funds and costs following <u>generally accepted accounting procedures</u> . A unique account number or cost recording shall separate all project costs from the sub-grantee's other or general expenditures. Adequate documentation for all project costs and income shall be maintained. Adequate documentation of financial and supporting material, as defined in the pertinent Administrative Manual, shall be retained and be available for audit purposes.	
43	Financial Guide:
Sub-grantee shall comply with all requirements as set forth in the Financial Guide which governs this program.	
44	Davis-Bacon and Related Acts:
Subgrantee agrees to comply with the Davis-Bacon and Related Acts, which applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions applies to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts. For more information, check the following US Department of Labor website link. https://www.dol.gov/whd/govcontracts/dbra.htm	
45	Contractor Planning Requirements:
All subgrants utilizing a contractor will submit copies of agendas, notes/minutes, and sign-in sheets for meetings between subgrantee and contractor(s). Subgrantees MUST include a list of planned and completed meeting dates. These documents MUST be submitted with monthly progress reports. Copies of all final work products (i.e. plans, SOPs/SOGs, exercise documentation) must be submitted prior to the final request for reimbursement.	

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

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

O.M.B. No. 1660-0025
Expires July 31, 2008

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

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 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "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 Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, 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 other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an 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 Stand 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 subrecipients shall certify and disclose accordingly.

☐ Standard Form-LLL "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

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 a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public 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 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 of 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
(GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it 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 to 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 term of the statement; and
- (2) Notify the employee 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 convictions;

(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 the applicable FEMA awarding office, i.e., regional office or FEMA office.

(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 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 an 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.

Sections 17.630 of the regulations provide 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 FEMA funding. States and State agencies may elect to use a state wide certification.

Signature of Authorized Official: X

Date:



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Addressing and Mapping

MONTH / YEAR: Sept 23

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Terri Jo Bennett	2021 Ford Explorer	1FMSK8BH7MGC39445	13389	14012	0	11.53
					0	5.43
					0	11.33
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					623	28.29
			GRAND TOTALS		0	0

7/11
9/12
9/20



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

Department: Dog Pound

Month/Year: September 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Mike Francis	F250 Ford Truck	1FTSX21598EB86131	103,510	103,511	1	
Jan Cochran	F250 Ford Truck	1FTSX21598EB86131	103,511	103,516	5	
Mike Francis	F250 Ford Truck	1FTSX21598EB86131	103,516	103,521	5	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
Total Miles					11	



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: DHSEM

MONTH / Year Sep-23

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Steve Wykoff	2019 Chevy 2500	2GC2KREG1121064	12560	13562	1002	21.6
Note* Sheriff's office used truck						
GRAND TOTALS					1002	21.6

EST. 1851



EST. 1851

UPSHUR

County, West Virginia

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: Sept. 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Greg Harris	2020 F-250	1FT7XZB83LEE	21,315	21,900	585	0 23.20
Eric Poling		84I72				0 22.41
Chuck Suder						0
Hayden Smith						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
GRAND TOTALS					585	0 45.61 0



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: Sept. 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Greg Harris	2019 F-250	1FDBF2B69KEC8	16529	16800	271	17.5
Eric Poling		1902				22.6
Chuck Sader						
Hayden Smith						
GRAND TOTALS					271	40.01

MONTHLY MILEAGE LOG

MONTH / YEAR: Sept. 2023

[illegible]



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Parks and Rec

MONTH / YEAR: September 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Jeremiah McCourt						
1-Sep	2010 Expedition		133572			
19-Sep						16
30-Sep				133997		
			GRAND TOTALS		425	16

Sep-23

UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL

[illegible]



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Upshur 911

MONTH / YEAR: September 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	2021 Ford Explorer	1FMSK8BH4MGC9760	15150	15650	500	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			GRAND TOTALS		500	0

***City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, November 2, 2023***

Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/> Send public comments via email to buckhannon@buckhannonwv.org or drop them in the mail, or drop box behind City Hall.

You may join the meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/443910693>
Or by dialing in using your phone: United States: +1 (571) 317-3112 Access Code: 443-910-693

A. Call to Order

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America

B. Recognized Guests

- B.1 Thomas Aman, Steptoe & Johnson PLLC, Bond Counsel, SYCC Proposed Project
- B.2 Fire Department Pinning of Lieutenant Ethan Smith
- B.3 West Virginia Wesleyan College Student Senate Meredith Cottrell-Greetings & Campus News

C. Department & Board Reports

- C.1 Public Works Director- Jerry Arnold
 - Report on meeting with UCBOE Superintendents regarding Traffic/Parking Concerns during Pickup & Drop-off at BAES
- C.2 Finance Director- Amberle Jenkins
- C.3 Fire Chief- JB Kimble
- C.4 City Attorney- Tom O'Neill

D. Correspondence & Information

- D.1 Notice Accepting Sealed Bids for Conex Containers for the Burn Training Facility

E. Consent Agenda

- E.1 Approval of Minutes -Regular Meeting 09/21/23, 10/05/23, 10/19/23, Special 03/01/23, 09/13/23, 10/02/23
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

F. Strategic Issues for Discussion and/or Vote

- F.1 Accept & Approval Execution of Engagement of Steptoe & Johnson PLLC to serve as "Note Counsel" for the Bond Anticipation Notes which are contemplated for the USDA permanent financing regarding the City of Buckhannon's Stockert Youth And Community Center Building Project
- F.2 Consideration of adoption on first reading of the following entitled Ordinance No. 465 relating to the temporary financing of the design, acquisition, construction, and equipping of improvements and additions to the City of Buckhannon's Stockert Youth and Community Center
- F.3 Approval to Convert Municipal Stabilization Fund to a Certificate of Deposit (CD) Higher Interest Account and Approval of Mayor & Director of Finance as Authorized Signatories

G. Comments and Announcements

- G.1 Pamela Bucklew
- G.2 David McCauley
- G.3 Jack Reger
- G.4 David Thomas
- G.5 CJ Rylands
- G.6 Randall Sanders

H. Mayor's Comments and Announcements

I. Adjournment

POSTED 10/30/2023