

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.

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| Location: | Upshur County Courthouse Annex If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: <u>272 564 045</u> to enter the conference call. |
| Date of Meeting: | December 14, 2023 |
| 9:00 a.m. | Moment of Silent Meditation --- Pledge of Allegiance Approval of Minutes: <ul style="list-style-type: none"> November 30, 2023 |
| 9:15 a.m. | Bid opening and potential award – two new Sports Utility Vehicles for the Lewis Upshur Community Corrections Offices. * |
| 9:30 a.m. | Robin Keough on behalf of Luv4Animals – Discuss adopting more specific animal welfare ordinances within Upshur County. |

Items for Discussion / Action / Approval:

1. Approval of 2024 Board of Review & Equalization schedule. * Page 5
2. Approval and signature of correspondence to the Upshur County Assessor and Property Tax Division of the State Tax Department, giving authorization to correct valuations for real property, personal property, and/or mineral property. Any adjustments made after January 25, 2024, must be forwarded to the Commission sitting as the Board of Review and Equalization. * Page 6
3. Approval of Board of Review & Equalization (BORE) Publication Notice; the County Commission will sit as the Board of Review and Equalization beginning at 1:00 p.m. on the 1st day of February, 2024, and shall continue until the work is complete but will adjourn no later than the close of business on the 16th day of February, 2024. * Page 7
4. Approval and signature accepting a WV Emergency Management Performance Grant (EMPG) Award for expenditures incurred during the calendar year 2021 in the amount of \$34,521. * Page 8
5. Approval and signature of the Funding Assistance Contract Agreement, Special Conditions and Assurances and the Funding Recipient Check-Off List for the 21st Cycle of the West Virginia Courthouse Facilities Improvement Authority Funding Award Notice in the amount of \$70,280.00. This funding will be used to rehabilitate the stairwell in the rear of the Courthouse. The funding period will commence January 1, 2024 and end December 31, 2024. * Pages 9-20
6. Consideration and signature of lease agreement by and between the Upshur County Commission, the James W. Curry Advisory Board, and the Trustees of the Brooks Hill Community Building. The term of the lease shall be for a period of one year, commencing December 15, 2023 and continuing through December 14, 2024 unless renewed. * Pages 21-23

7. Review suggested revisions to the Upshur County Floodplain Ordinance, previously adopted on January 16, 2020. Upon consideration, set dates for public hearings. * [Under separate cover](#)
8. Approval for Tabatha Perry, County Administrator, to sign Application for Pennsylvania – Out of State Dealers 2024 – Kennel License for the Lewis-Upshur Animal Control Facility. * [Under separate cover](#)
9. Approval of Lewis-Upshur Animal Control Facility volunteer:
 - a) Jennifer Roller *
 - b) Angela Wratchford *[Under separate cover](#)
10. Consider the appointment of Burton L. Abel, O.D., to the Upshur County Building Commission, effective immediately. Upon approval, his term will expire on November 10, 2028. * [Page 24](#)
11. Correspondence from the Tri-County Child Exchange & Visitation Advisory Board requesting the employment of Katherine Meeker as Program Coordinator, working no more than 19 hours per week, pending background check results. *
Item may lead to Executive Session per WV Code §6-9A-4 [Under separate cover](#)
12. Correspondence from Cheyenne Troxell, Director of the 26th Judicial Circuit Community Corrections Program, requesting the transfer of Allison Harmon from part-time to full-time Case Aide. This transfer will be effective January 2, 2024. *
Item may lead to Executive Session per WV Code §6-9A-4 [Under separate cover](#)
13. Approval of advertisement for the Upshur County Civil Service Testing of Deputy Sheriffs. This testing will be part of the criteria used to establish an eligibility list for appointment to entry-level positions as Deputy Sheriff. Applications will be accepted until the close of business on Tuesday, January 16, 2024. *
[Pages 25-26](#)
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. Reminder -- The Upshur County Courthouse and Annex will be closing to the public at 12 p.m. on Thursday, December 21, 2023.
2. 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 November, 2023. The invoice reflects 1,610 inmate days X \$43.58 per diem rate totaling \$70,163.80. The October 2023 invoice was \$80,056.46. [Page 27](#)
3. Correspondence from the Department of Homeland Security – Division of Administrative Services providing notice that Upshur County's inmate billing rate may possibly change during December 2023. Upshur County is currently paying a Discounted Per Diem Rate of \$43.58 which may change to a Base Per Diem Rate of \$54.48 during December 2023 due to surpassing the county's pro rata number of inmate days calculated at 9,907. [Page 28](#)
4. Upshur County Building & Floodplain Permits for the month of November, 2023. [Pages 29-30](#)

5. Elkins Road PSD Annual Independent Audit for July 1, 2022 through June 30, 2023. Available for review at 91 W Main Street. [Under separate cover](#)

6. Lewis-Upshur Animal Control Facility Reports for the month of November, 2023.

- Revenue Report Page 31
- Account of Animals Report Page 32
- Animal Control/Humane Officer Animal Report Page 33

7. Upshur County E911 Communication Reports – October and November, 2023.

- Monthly Department Summary Report [Under separate cover](#)
- Monthly Wrecker Report
- YTD Wrecker Report

8. Public Notices:

a) Newsletters and/or Event Notifications:

- Parish House Newsletter Page 34-35

b) Agendas and/or Notice of Meetings:

- Elkins Road Public Service District December 5, 2023 [Page 36](#)
- City of Buckhannon Building Commission December 7, 2023 [Page 37](#)
- City Council of Buckhannon December 7, 2023 [Page 38](#)
- Buckhannon-Upshur Airport Authority December 11, 2023 [Page 39](#)
- 26th Judicial Circuit Community Corrections Program December 11, 2023 [Page 40](#)
- Upshur County Convention & Visitors Bureau December 13, 2023 [Page 41](#)
- Upshur County Safe Structures and Sites Enforcement Board December 14, 2023 [Page 42](#)
- Upshur County Fire Board December 19, 2023 [Page 43](#)

c) Meeting Minutes:

- Elkins Road Public Service District November 7, 2023 [Page 44-48](#)
- Hodgesville Public Service District November 7, 2023 [Pages 49-51](#)

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.

9. 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)

Tabled November 30, 2023 - Consider executing a Memorandum of Understanding for Regional Task Force dedicated to optimizing funds available to political subdivisions from the WV First Foundation created as a result of the State opioid litigation and settlements. Upon entering this agreement, parties agree to cooperate and provide

information and documentation to Ascension Recovery Services (Ascension). Financial contribution by the parties of this MOU for the services provided by "Ascension" is voluntary, not mandatory.

[Pages 52-53](#)

Next Regular Meeting of the Upshur County Commission
December 21, 2023 --- 9:00 a.m.
Upshur County Courthouse Annex
The meeting for Thursday, December 28, 2023 has been cancelled.

2024 Board of Review & Equalization Meeting Schedule

- 02/01/2024 (Thur)** **1:00-3:00 p.m.** No appointments --- Review
Property Books
- 02/06/2024 (Tues)** **1:00-3:00 p.m.**
- 02/08/2024 (Thur)** **10:00 a.m. -12:00 p.m.**
- 02/13/2024 (Tues)** **1:00 p.m. -3:00 p.m.** Coal, Oil & Gas Industrials
(tentative)
- 02/16/2024 (Fr)** **9:00 a.m. – 11:00 a.m.** Adjourn Sine Die

UPSHUR COUNTY COMMISSION

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

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

TDD Numbers
Business: 472-9550
Emergency: 911

December 14, 2023

To: Office of the Upshur County Assessor
Property Tax Division --- State Tax Department

Re: Adjustments to Valuations for Real Property, Personal Property, and/or Mineral Property

The County Commission of Upshur County, West Virginia, does hereby grant approval of the Office of the Upshur County Assessor and/or the Property Tax Division of the State Tax Department to correct valuations for real property, personal property, and/or mineral accounts. Any adjustments made after January 25, 2024, must be forwarded to the Commission sitting as the Board of Review and Equalization. We are currently scheduled to adjourn on February 16, 2024; therefore, any adjustments may be made through February 15, 2024. However, if it is necessary to continue any hearings, and we are unable to adjourn on February 16, 2024, we will advise you of the new date through which changes may be made.

If you have any questions, please contact the County Commission at the above phone number or via email at tperry@upshurcounty.org.

Sincerely,

Kristie G. Tenney, President
Upshur County Commission

Notice to the Citizens of Upshur County

Board of Review & Equalization

At a regular session of the County Commission of Upshur County, West Virginia, held at the Courthouse Annex on the 14th day of December, 2023, the matter of the County Commission sitting as a Board of Review and Equalization was reviewed and considered. The purpose of said Board is to review and equalize the assessments made by the Assessor of Upshur County. The County Commission will sit as a Board of Review and Equalization beginning at 1:00 p.m. on the 1st day of February, 2024, and shall continue until the work is complete but will adjourn no later than the close of business on the 16th day of February, 2024.

Property owners should receive notification of any increase in valuation if such increase is greater than ten percent (10%). If the increase relates to coal valuation, the notice will be from the State Tax Department. If the increase relates to producing oil and gas valuation, the notice will be from the State Tax Department. If the increase in valuation relates to land or buildings, the notice will be from the Office of the Upshur County Assessor. Please contact the Office of the Upshur County Assessor (304-472-4650) for any questions relative to increase in valuations.

Any person(s) who desire a review of their current tax assessment must contact the Upshur County Assessor's Office (304-472-4650) as soon as possible for an informal review prior to scheduling an appointment with the Upshur County Commission / Board of Review and Equalization during the month of February. Individuals may receive an application for assessment review from the Upshur County Assessor's Office or the Upshur County Commission Office. Individuals need to return the completed application(s) as soon as possible to ensure a complete review for all interested taxpayers. Please return the completed application to the following address:

Office of the Upshur County Commission
Board of Review and Equalization
91 West Main Street --- Suite 101
Buckhannon, West Virginia 26201

Kristie G. Tenney, President
Upshur County Commission

State of West Virginia
Emergency Management Division

FY 2021 Emergency Management Performance Grant Award

| | | |
|---|--|--|
| <u>CFDA Number</u> 97.042 | <u>Federal Grant Award</u> EMP-2021-EP-00001 | <u>OASIS-GG Document ID</u> GRNT2400000953 |
| <u>Subgrant Period</u> From: 1/1/2021 To: 12/31/2021 | <u>Subgrant #</u> 21-EMPG-49 | Major Program: EMPGLO Program: EMPGLOC Program Period: LO2021 |

| | |
|--|-----------------------------------|
| <u>Subgrantee Name and Address</u> Upshur Co Commission 91 W MAIN ST STE 101 BUCKHANNON WV 26201 | <u>FEIN</u> 55-6000406 |
| | <u>UEI</u> L1BDAD3EH4A7 |
| | <u>OASIS ID</u> 212313 |

| | |
|--------------------------|-----------------|
| TOTAL GRANT AWARD | \$ 34521 |
|--------------------------|-----------------|

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: _____

Emergency Management Program Certification

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

EMPG Grant Representative _____ Date _____

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

HSSAA Director _____ Date _____

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|---|---|--|--|--|
| West Virginia Courthouse Facilities Improvement Authority Funding Award | Notification Date November 2023 | Application Number: 21cycUpshu49 | | |
| | GRANT ID NUMBER 21cycUpshu24 | State Fund Number 8685 | | |
| | Grant Cycle 021 | Program Name WV Courthouse Facilities Improvement Authority | | |
| F.E.I.N: 55-6000406 | Funding Period From: January 1, 2024 To: December 31, 2024 | | | |
| Recipient Name and Address: Upshur County Commission 91 W Main Street Suite 101 Buckhannon, WV 26201 | Project Name Life Safety – Removing/Rehabilitation slate stair treads in stairwell. | | | |
| | Funding Program ID: CFIF | | | |
| | Project Number: 21cycUpshu21CY202449 | | | |
| | Project Description: Removing/Rehabilitation slate stair treads in stairwell. | | | |
| Special Requirements: | | | | |
| Change Orders: | | | | |
| Number: | Date: | Purpose: | | |
| COPY OF ORIGINAL AGREEMENT IS ON FILE IN THE OFFICE OF THE COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY AND IS AVAILABLE FOR INSPECTION. | | | | |
| Authorized Signature: <u>Shelly L. Murray</u> Shelly L. Murray Executive Director WV Courthouse Facilities Improvement Authority | | Maximum Amount Approved: \$70,280.00 | | |
| Date: <u>11/28/2023</u> | | | | |
| Payment Advice: Reimbursement contingent upon project completion and submission of all required documentation. All project funds secured from sources other than CFIA are the responsibility of the County Commission. | | | | |

FUNDING ASSISTANCE CONTRACT AGREEMENT

BETWEEN THE

**WEST VIRGINIA COURTHOUSE FACILITIES
IMPROVEMENT AUTHORITY**

AND

[Upshur County Commission]

Grant ID Number: 21cycUpshu2024

Application Number: 21cycUpshu49

This **AGREEMENT** is entered into this ____ day of _____, 2023/24 by the Executive Director of the West Virginia Courthouse Facilities Improvement Authority ("CFIA"), for and on behalf of the State of West Virginia, and the President of the [Mason] County Commission (the "Recipient" and together with CFIA, the "Parties").

WHEREAS, CFIA is the administrator of a special revenue account created in the Treasury of the State of West Virginia (the "State") known as the Courthouse Facilities Improvement Fund (the "Fund");

WHEREAS, the Recipient has made application to CFIA for project funding assistance to be provided from the Fund;

WHEREAS, CFIA has determined that the application meets Legislative goals set forth in W. Va. Code § 29-26, *et. seq.*; and

WHEREAS, pursuant to W. Va. Code § 29-26-4 and legislative rule § 203-1-3 – 4, CFIA and the Recipient wish to memorialize a legally binding Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. The Recipient agrees to comply with all applicable federal and state laws, rules, regulations and policies promulgated thereunder.
2. CFIA agrees to assist the Recipient in performing such tasks and functions as set forth in the application, which is attached hereto as Exhibit A and made part hereof.
3. The Recipient shall do, perform and carry out in a satisfactory and proper manner as determined by CFIA all duties, tasks and functions necessary to implement Exhibit A.

4. The Recipient will commence its duties under this Agreement on or about January 1, 2024 and shall continue such duties until completed or no later than December 31, 2024. The terms of this Agreement may only be extended or modified by the mutual written agreement of the Parties. Extensions will only be granted with documentation of delay.
5. In consideration of the improvements to be made by the Recipient, the sum of up to \$[70,280.00] (the "Funding Assistance Amount") shall be obligated by CFIA. Said amount shall be deemed to be the maximum compensation to be received unless the Parties enter into a written amendment to this Agreement.
6. It is the understanding of the Parties that CFIA by joining in the Agreement does not pledge, or promise to pledge, the credit of the State, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State.
7. To be eligible for any and all payments of the funding assistance amount, the Recipient shall submit a Request for Reimbursement to CFIA. Upon receipt of said request, CFIA 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 of this Agreement and said compensation will be extended only as outlined in Exhibit A, unless written approval of modification is signed by the Parties. Recipient shall submit a fiscal report detailing expenditures to CFIA as set forth in Exhibit A. Final requests will be withheld until a Project Completion Report is received. The report should include the following items: a statement of completion; photographs(email and/or on USB preferred); cost comparisons; quality of workmanship; quality of materials used; employee/courthouse visitor benefits; timeliness of contractors/materials; problem areas; a statement declaring that all contract requirements were abided by throughout the course of the grant project; and county applicant's project overview/recommendations.
8. Recipient hereby represents that it possesses the legal authority to enter into this Agreement and has attached hereto and made a part hereof as Exhibit B a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Recipient's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Recipient is a state agency, the completed application signed by the agency head is sufficient.
9. Recipient agrees to abide by the conditions, terms, assurances and certifications which are a part of Exhibit A and such other special terms and conditions as CFIA has set forth in Exhibit C incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If the Recipient fails to fulfill in a necessary and proper manner any obligations under this Agreement for any reason, CFIA may withhold payments to the Recipient, or cancel or suspend this Agreement and Attachments upon written notice. These obligations include

submission of all required progress reports as described in the Attachments by the 20th day of the month following the end of each quarter and with each reimbursement request. If CFIA withholds, suspends or cancels any payment or this Agreement, as provided herein, CFIA shall provide to the Recipient written notice detailing the reasons for such withholding, suspension or cancellation. If the recipient does not submit one (1) or more progress reports, the project will be considered for defunding at the next meeting of the CFIA Board of Directors.

11. CFIA and Recipient may from time to time require changes to the information provided in Exhibit A. Recipient 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 occur, shall be mutually agreed upon by the Parties in writing.
12. If for any reason funds received by CFIA are suspended or terminated in whole or in part, funding for this Agreement shall cease.
13. Recipient shall submit to CFIA a final report within the period prescribed by grant conditions upon the termination of the Agreement. The final report shall reflect actual costs incurred during the terms of the Agreement.
14. Funding assistance may be made dependent upon the Recipient's ability to demonstrate that total project funds have been secured from alternate funding sources where necessary.
15. Recipient is advised that the West Virginia Division of Culture and History State Historic Preservation Office ("WVSHPO") reviews all undertakings permitted, funded, licensed or otherwise assisted, in whole or in part, by the State related to historic preservation for the purposes of furthering all duties outlined by West Virginia Code §29-1-8. This provision requires the WVSHPO to review any potential effect state-funded activities may have on resources eligible for or listed in the National Register of Historic Places. As a recipient of funding from the CFIA, you are obligated to consult with the WVSHPO regarding your proposed project. You must contact the WVSHPO to begin the review process of your project. Include all relevant project information, including, but not limited to, photographs and schematics, where possible, of all relevant proposed work funded by the CFIA. All materials and documentation must be provided to Susan M. Pierce, Deputy State Historic Preservation Officer, Division of Culture and History, 1900 Kanawha Boulevard, E., Charleston, WV, 25305. If you require additional clarification, please contact the WVSHPO at (304) 558-0240. For more information regarding the review process, please refer to 82 CSR § 2-1, *et seq.* (Title 82 Code of State Rules, Series 2: Division of Culture and History, Standard and Procedures for Administering State Historic Preservation Programs).
16. Where a county commission has received grant money to fund a project, and such courthouse facility is thereafter sold, the county commission shall reimburse the Fund the

amount of the grant.

17. The Parties agree that notice shall be given by personal service or mailed by certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - A. Courthouse Facilities Improvement Authority
2003 Quarrier Street
Charleston, WV 25311
 - B. **Recipient Mailing Address**
[Upshur County Commission]
[91 W Main Street Suite 101]
[Buckhannon, WV 26201]
18. The Recipient shall hold and save CFIA 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 sustained by any persons or property resulting in whole or part from the negligent performance or omission of any employee, agent or representative of the Recipient.
19. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, except by an instrument in writing signed by the parties hereto. The provisions of this Agreement shall be binding upon the successors and assigns of each of the Parties. The captions in this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.
20. This Agreement shall be governed by and construed in accordance with the laws of the State.
21. The Parties hereby agree that in the event one or more portions of this Agreement shall be declared to be invalid by appropriate authority, the remaining provisions of this Agreement shall continue in full force and effect.
22. This Agreement may be executed in any number of counterparts by the Parties, and all such counterparts taken together shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank]

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

Commission President
Signature

Date

- President's Printed Name

Shelly L. Murray
Executive Director
Courthouse Facilities Improvement Authority

Date

Special Conditions and Assurances

The applicant hereby certifies and assures that it shall comply with the following special conditions, regulations, policies, guidelines, and requirements of the Courthouse Facilities Improvement Authority. These policies, Special Conditions, and Assurances apply to all funds expended for purposes associated with this project.

1. **Commencement within 60 days:** The funded project must be initiated within 60 days of the project starting date specified in the contract agreement. If the project has not been initiated within 60 days of the specified project starting date, the Authority may accept a written explanation of the delay by the county applicant to terminate the funding agreement.
2. **Project Completion:** If the funded project is incomplete by the end date specified in the contract agreement, the county applicant must submit to the Authority a written explanation of the delay. The Authority may either accept the written explanation for the delay or it may cancel the project and redistribute the funds to other projects.
3. **Press Release:** Any release of funding information must include the funding amount and the name of the “West Virginia Courthouse Facilities Improvement Authority”. Please forward a copy of these to the CFIA office.
4. **Procurement Procedures:** County applicants are required to solicit and consider competitive proposals from a minimum of three qualified vendors, utilizing a public bidding format. The applicant shall be governed in all respects by the laws of the State of West Virginia. At a minimum, an advertisement must be placed in a public, printed newspaper. A copy of the ad must be forwarded to the CFIA office.
5. **Wage Rate:** Any wages paid by contractors must meet any governing West Virginia Department of Labor regulations.
6. **Green Buildings Minimum Energy Standards:** In accordance with §22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

7. **Legal Authorization:** The county applicant hereby certifies it has the legal authority to apply for funding assistance; 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 authorizing the person identified as the official county representative of the applicant to act in connection with the application and to provide such additional information as may be required.
8. **Relationship:** The relation of the county applicant to the Authority shall be that of an independent contractor, not that of a joint enterprise. The county applicant shall have no authority to bind the Authority for any obligation or expense without the express prior written approval of the Authority.
9. **Laws of West Virginia:** Any funding application/contract shall be governed by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by the Courthouse Facilities Improvement Authority.
10. **Access to Records:** The Courthouse Facilities Improvement Authority, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the funds distributed, and to relevant books and records of contractors.
11. **Use of Funds:** Funds awarded through the Courthouse Facilities Improvement Fund may be expended only for the purposes and activities specifically covered by the county applicant's approved project agreement. The funds may only be used on property legally owned and occupied by the county and county officials.
12. **Sanctions for Noncompliance:** In the event of the county applicant's noncompliance with the terms, conditions, covenants, rules, or regulations of this funding assistance, the Courthouse Facilities Improvement Authority may impose such contract sanctions as it may deem appropriate, including, but not limited to the following:
 1. Withholding of payments to the applicant until the applicant complies, or
 2. Cancellation, termination, or suspension of the contract, in whole or in part, or
 3. Refrain from extending any further assistance to the applicant until satisfactory assurance of future compliance has been received.
13. **Written Approval of Changes:** The county applicant must obtain prior written approval from the Courthouse Facilities Improvement Authority for all project changes.

14. **Contracts**: No contract or agreement may be entered into by the county applicant for the execution of the project activities or provisions of service which is not incorporated in the approved agreement, and without the prior written approval of the Courthouse Facilities Improvement Authority
15. **Accounting Requirements**: County applicant agrees to record all project funds and costs following generally accepted accounting procedures. A separate account number or cost recording must separate all project costs from the county's other or general expenditures. Adequate documentation for all project costs and income must be maintained. All relevant information must be retained for audit purposes.
16. **Obligation of Project Funds**: Funds may not, without prior written approval from the Courthouse Facilities Improvement Authority, be obligated prior to the effective date or subsequent to the termination date of the project period. Obligations outstanding as of the termination date shall be liquidated within thirty days.
17. **Program Accountability**: Fund accounting, auditing, monitoring, and evaluation procedures will be conducted by the applicant to assure fiscal control, proper management and efficient distribution of funds.
18. **Reporting of Irregularities**: Applicants are responsible for reporting promptly to the Courthouse Facilities Improvement Authority the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of funding or other remedial action.
19. **Public Availability of Information**: The applicant agrees to comply with the terms and conditions of pertinent state Freedom of Information Acts, and to require its contractors comply with these requirements.
20. **Conflict of Interest**: No public official or employee of the applicant 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 benefit or remuneration to him/her or his/her immediate family.
21. **Release of Information**: If requested, all records, papers, and other documents kept by recipients of financial assistance are required to be made available to the Courthouse Facilities Improvement Authority or its representative.
22. **Inspection and Audit**: County applicants and sub-applicants have the responsibility to provide for an audit of their activities. The county applicant agrees to submit a copy of each audit conducted to the Courthouse Facilities

Improvement Authority along with a method for timely and appropriate resolution of audit findings and recommendations.

23. **Discrimination Prohibited:** No person shall, on the grounds of race, religion, color, national origin, sex, or handicap, be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination under, or denied employment in connection with assistance awarded pursuant to the Anti-Drug Abuse Act of 1986. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safety Streets Act, as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and, Executive Order 11246, as amended by Executive Order 11375; and their implementing regulations, as well as the West Virginia Human Rights Act, as amended (Section 5-11-1 of the Code of West Virginia), and 41 CFR Pat 60.1 et.seq., as applicable to construction contracts.
 24. **Equal Employment Opportunity Program:** Each county applicant certifies that it has executed and has on file, an Equal Employment Opportunity Program which conforms with the provisions of 28 CFR Section 42.301 et.seq., Subpart E, or that in conformity with the forgoing regulations, no Equal Employment Opportunity Program is required.
 25. **Confidentiality of Research Information:** Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with Courthouse Facilities Improvement Funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22). Confidential Information- The applicant should only include the program description, the funds involved, and the number of projects. The unit of local government implementing the program will be made known to the Courthouse Facilities Improvement Authority upon request or upon completion of the project.
 26. **Criminal Penalties:** Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle, willfully misapply, steal, or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to use his/her gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be
- Courthouse Facilities Improvement Authority _____ Page | 35

fined not more than \$10,000 or imprisoned not more than five years or both.

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act shall be subject to prosecution under the provisions of Section 1011 of Title 18, United States Code. Any law enforcement and criminal justice program or project underwritten, in whole or in part, by any grant or contract or other form of assistance pursuant to this Act, whether received directly or indirectly from the administration, shall be subject to the provisions of Section 871 of Title 18, United States Code.

27. **Patents and/or copyrights and rights in data:** Where activities supported by this funding assistance produce original graphical, pictorial, written, and/or similar works for which a patent, or copyright application, is contemplated, the Courthouse Facilities Improvement Authority should be contacted for further instructions.
28. **Time Extensions:** Time extensions for this program are unallowable unless written extensions are submitted by the county applicant and approved in written form by the Courthouse Facilities Improvement Authority. Any funds remaining at the conclusion of the contract period shall be deobligated unless otherwise determined by the Courthouse Facilities Improvement Authority.
29. **Cost Overruns:** Any cost overruns incurred by the county applicant in conjunction with the completion of a project funded, wholly or in part, by the Courthouse Facilities Improvement Fund will be the responsibility of the applicant. Any changes or upgrades to a funded project that have not been approved by the Courthouse Facilities Improvement Authority are the responsibility of the county applicant.
30. **Project Reporting:** Progress reports are required. They are to be submitted to the Authority by the 20th of the month following the end of each quarter during the project period. Progress reports must also accompany each request for reimbursement. Within 30 days of completion, a Project Completion Report must be submitted to the Authority. This report will be available on the website: www.cfia.wv.gov. Information to be included is as follows: Cost comparisons, Quality of workmanship, Quality of materials used, Employee/Courthouse visitor benefits, Timeliness of contractors/materials, Problem areas and County applicants project overview/recommendations. A Project Completion Report must accompany the final request for reimbursement. Failure to submit any of the reports listed above is considered a violation of the signed contract and may result in contract termination.

**WV Courthouse Facilities Improvement Authority (CFIA)
21st Cycle Funding Recipient Check-Off List**

By initialing below, I, _____ of the _____ Commission acknowledge that the Commission is expected to file the following reports, adhere to the following timelines, adhere to all requirements that are outlined within the contract and/or the special conditions and assurances, and submit information by the listed due dates as prescribed by the 21st Cycle CFIA funding contract. Furthermore, by initialing below, I commit to ensuring that these requirements are fulfilled.

Initials**Requirement Description**

_____ The contract term will be from January 1, 2024 to December 31, 2024. The approved project will be completed by the contract end date, or the Commission will apply for an extension of the project before the end date in accordance with the guidelines of the Funding Assistance Contract Agreement.

_____ A Project Completion Report is due when the project is complete. A project completion report is included within the contract packet and describes the requirements for the report. **A Project Completion Report must be submitted before additional grants may be awarded to a county from the CFIA.**

_____ All requirements outlined within the contract and/or the special conditions and assurances section of the original grant, including but not limited to wage laws, SHPO review, bidding requirements, and ADA compliance, will be followed during the completion of the grant project. **CFIA projects are NOT emergency projects or sole source projects. A minimum of three bids must be considered prior to awarding a contract. I understand all CFIA projects must be publicly bid in the newspaper and by other means in order to make every effort to obtain a minimum of three bids. All projects must be reviewed by SHPO (State Historic Preservation Office) regardless of historic value of the building.**

_____ Quarterly Progress Reports must be received by the 20th day of the month following the end of each quarter and also with each reimbursement request, or CFIA may, in its' discretion, withhold, suspend, or cancel any payment(s) and/or suspend or cancel this agreement.

_____ Counties may request reimbursement up to three times during the life of this grant award. Each reimbursement request must represent the match requirement of 20% county funds and 80% CFIA funds, not to exceed the maximum amount of the grant award.

_____ No more than 5% of the grant total may be used to reimburse for architectural and/or engineering design fees. This program is geared toward the "bricks and mortar" of projects. The CFIA does encourage the use of architects and/or engineers, though.

Signatures:

Commission President

Date

CFIA Executive Director

Date

Land - Property Use Lease Agreement

Upshur County Commission
Upshur County Administrative Annex
91 West Main Street, Suite 101
Buckhannon, WV 26201
(304) 472-0535
www.upshurcounty.org

This lease and agreement made and entered into on October 10, 2002 and extended this the _____ day of _____, 2023, by and between the County Commission of Upshur County, West Virginia, the party of the first part, and the James W. Curry Advisory Board the party of the second part, and the Trustees for the Brooks Hill Community Building, an unincorporated organization, as party of the third part for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

WITNESSETH

The Trustees of the Brooks Hill Community Building do hereby agree to lease and allow usage thereof to the County Commission of Upshur County and/or the James W. Curry Advisory Board and/or any individual, group, person, and/or corporation approved by either of these entities the Brooks Hill Community Building and/or surrounding property situated on the Brooks Hill Road of Upshur County, West Virginia without payment or compensation of any kind. Such dates and times for lease and/or usage to be coordinated by and agreed to by the James W. Curry Advisory Board and the Trustees of the Brooks Hill Community Building or their designated representative(s).

The lease agreement shall commence on December 15, 2023 and continue through December 14, 2024. This lease agreement will be reviewed at the termination date stated above with the option of renewal each year according to the desires of the Upshur County Commission and James W. Curry Advisory Board. The Upshur County Commission and James W. Curry Advisory Board reserve the right to extend this agreement on an annual basis without any additional payment or compensation of any kind. Such annual extension(s) will be

subject to all agreements, provisions, conditions and/or covenants contained herein. The Lessee shall communicate their desire of option to renew by written notice to the Lessor 90 days prior to the lease expiration date.

It is further understood and agreed by and between the parties hereto that the Trustees of the Brooks Hill Community Building will keep the exterior and interior of said building and property in a good state of repair and condition. The Trustees of the Brooks Hill Community Building understand and agree to pay any and all expenses incurred to maintain the building or property, any and all expenses incurred for utilities and/or any other type of expense.

It is further agreed and understood that the Trustees of the Brooks Hill Community Building will purchase and maintain liability and property insurance in an adequate amount as directed and approved by the County Commission of Upshur County and the James W. Curry Advisory Board as additional insured parties. The Trustees of the Brooks Hill Community Building will save and hold harmless the County Commission of Upshur County and/or the James W. Curry Advisory Board from any and all liability due to accident, injury or any other cause in the lease and/or usage of said building and/or property.

In addition to any current deed restrictions and/or covenants, the Trustees of the Brooks Hill Community Building understand and agree to that ownership of the Brooks Hill Community Building and/or surrounding property cannot be transferred in any fashion without the approval of the James W. Curry Advisory Board and the County Commission of Upshur County, West Virginia. Furthermore, should the James W. Curry Library cease to exist, this agreement will become null and void.

This lease is executed in duplicate, the original copy thereof to be retained by the Lessor and the duplicate original to be retained by the Lessee, each of which shall be deemed for all purposes the original thereof.

LESSEE: County Commission of Upshur County, West Virginia

And

James W. Curry Advisory Board

LESSOR: Brooks Hill Community Building Trustees

WITNESS the following signatures:

LESSOR:

Brooks Hill Community Building Trustee

By: _____

LESSEE:

County Commission of Upshur County, West Virginia

By: _____

James W. Curry Advisory Board

By: _____

Lessee - Upshur County Commission Date: ____/____/____

Lessee - Upshur County Commission Date: ____/____/____

Lessee - Upshur County Commission Date: ____/____/____

Lessee - James W. Curry Advisory Board President Date: ____/____/____

Lessor - Brooks Hill Community Building Trustee Date: ____/____/____

10 December 2023

Mrs. Tabatha Perry
Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon, WV 26201

Dear Mrs. Perry,

I am writing to express my keen interest in the open position on the Upshur County building commission. As a local who grew up in Upshur County and chose to come home to start my career and raise my family I have a vested interest in how the county is shaped for the future. Having been involved in property ownership in both the city and the county I have a working knowledge of personal and commercial property issues and the complicated zoning issues involved with these processes.

I am also looking forward to the upcoming and ongoing project with the athletic complex. As a former B-U athlete and with a young athlete currently at home this complex is an incredible opportunity. Having experienced the Bridge in Harrison County regularly, the opportunity for both our kids and the local businesses.

In closing, I would like to thank you for the opportunity to contribute to this board and appreciate your kind consideration.

Professionally,

Burton L. Abel, O.D.

Upshur County Sheriff's Office

J. Michael Coffman, Sheriff

38 West Main Street, Room 103

Buckhannon, WV 26201

Tax Office Phone: 304-472-1180 • Law Enforcement Phone: 304-472-1182

Tax Office Fax: 304-472-0937 • Law Enforcement Fax: 304-472-4547

December 14, 2023

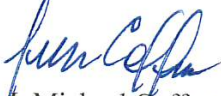
Upshur County Commission
Upshur County Administrative Annex
91 West Main Street, Suite 101
Buckhannon, WV 26201

Dear Commissioners:

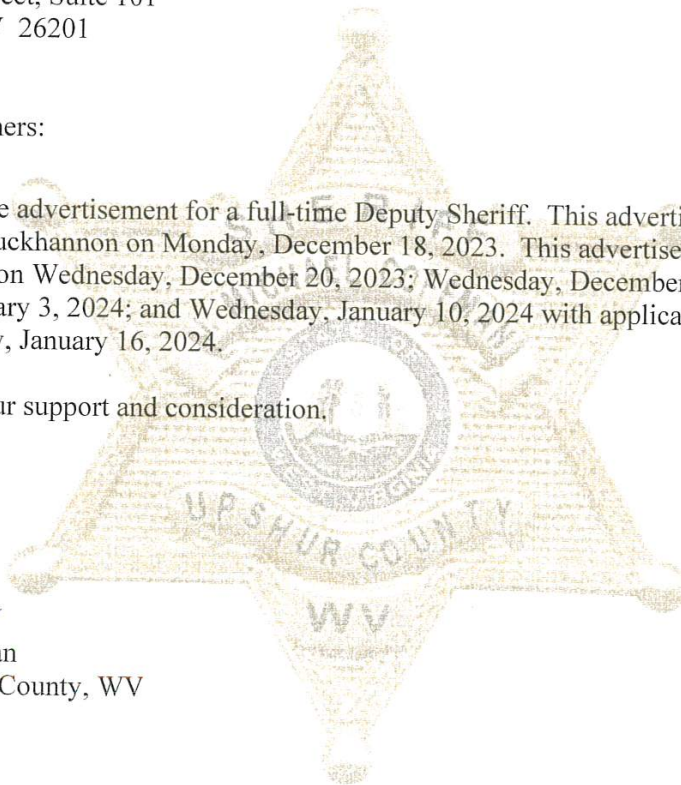
Please approve the advertisement for a full-time Deputy Sheriff. This advertisement will begin running on My Buckhannon on Monday, December 18, 2023. This advertisement will be run in the Record Delta on Wednesday, December 20, 2023; Wednesday, December 27, 2023; Wednesday, January 3, 2024; and Wednesday, January 10, 2024 with applications being due no later than Tuesday, January 16, 2024.

Thank you for your support and consideration.

Respectfully,



J. Michael Coffman
Sheriff of Upshur County, WV



**Upshur County Civil Service Commission for Deputy Sheriffs
Notice of Testing
Competitive Examination and Certified List of Eligibility
Deputy Sheriff Positions**

The Upshur County Civil Service Commission for Deputy Sheriffs is announcing an open period for the purpose of accepting applications for admission to competitive examinations. Such examinations shall be part of the criteria used to establish an eligibility list for appointment to entry level positions of Deputy Sheriff.

In order to be placed on the list of eligible applicants, an interested applicant must:

- On the date of testing, successfully meet the requirements on a physical agility screening test as set forth by the West Virginia State Police Academy.
- Achieve a passing score on a competitive written exam.

In order to be further considered for the position, an applicant must:

- Must be at least 18 years of age
- Possess a high school diploma or GED equivalent
- Be a United States citizen
- Pass a background check and complete physical, written, and psychological examinations
- Uncertified deputies must attend a 16-week academy, located at the West Virginia State Police Academy
- PT standards – 1.5 mile run in 14:36, 18 push-ups in 1 minute, 28 sit-ups in 1 minute

Why choose the Upshur County Sheriff's Office:

- Competitive salary, starting between \$41,000-\$47,000
- Health, dental, and vision insurance
- West Virginia Deputy Sheriff retirement
- Paid holidays, vacation, and sick leave
- All uniforms/equipment provided
- Take home vehicle

The Upshur County Sheriff's Office is currently offering an up to \$8,000.00 sign-on bonus incentive to law enforcement officers currently certified in the state of West Virginia.

Individuals may obtain an application at the following address:

**Upshur County Sheriff's Office
LAW ENFORCEMENT DIVISION
38 W. Main Street, Room 103
Buckhannon, WV 26201**

Monday – Friday 8:00 am -4:00pm

Applications will be accepted until Tuesday, January 16, 2024

Please do not make phone inquiries about this position. Employment with the Upshur County Sheriff's Office is available to all qualified applicants without regard to race, creed, color, national origin, sex, age, or disability. Upshur County has established a drug free and tobacco free work environment.

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

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

Invoice Number: 11123682D

Invoice Date: 12/4/2023 3:15:26 PM

Month of Service: November, 2023

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 Discounted Rate Upshur County for the month of November, 2023. 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: November

Number of Inmate Days: 1,610

Per Diem Rate: \$43.58

Amount Due: November, 2023

\$70,163.80

This invoice amount is due and payable upon receipt.

Please Remit Payment to:
WV Regional Jail and Correctional Facility Authority
PO Box 40258
Charleston, WV 25364



MARK A. SORSAIA
CABINET SECRETARY

State of West Virginia
Department of Homeland Security
Division of Administrative Services

1124 Smith Street
Charleston, WV 25301

(304) 558-2350



JOSEPH C. THORNTON
DIRECTOR

December 6, 2023

Upshur County Commissioner
38 West main Street, Room 302
Buckhannon, WV 26201

Dear Commissioner,

This letter is to alert you that it is possible your county's inmate billing rate will be changing over to the next rate, which is the Base Per Diem Rate of \$54.48, during this month of December 2023.

During the 2023 Regular Session of the Legislature, HB3552 was passed and subsequently approved by the Governor on March 29, 2023. This bill amended West Virginia Code §15A-3-16, relating to jail per diem costs. In subsection (k), it states the base rate per day, per inmate rate shall be set at \$54.48. It also states a county will be billed based on a pro rata number of inmate days. That pro rata number of inmate days will be calculated by **multiplying each county's population as contained in the 2020 United States Census by .52.**

Each county is responsible for the following regarding annual per diem jail costs:

- **80% of the current per diem rate for the first 80% of its pro rata share of total billed inmate days.** *This rate is determined to be \$43.58.*
- **100% of the current per diem rate for its inmate days that are greater than 80% and up to 100% of its pro rata share of total billed inmate days.** *This would be the base per diem rate of \$54.48.*
- **120% of the current per diem rate for its inmate days that exceed 100% of its pro rata share of total billed inmate days.** *This rate is determined to be \$65.38.*

Based on the data from the US 2020 Census, 80% of your county's pro rata days is ... **9,907** days

As of 11/30/2023, your county has been billed (including days of debits and credits) ... **8,127** days

If you have any questions, please contact Angela Nitardy, Accounts Receivable Manager, at 304-352-0218 or by email at Angela.D.Nitardy@wv.gov.

Very respectfully,

Joseph C. Thornton

**UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS
NOVEMBER 1, 2023 - NOVEMBER 15, 2023**

[illegible]

UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS**NOVEMBER 16, 2023 - NOVEMBER 30, 2023**

| 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 |
|-------------|------------------|---------------|--------------------|--|------------------------------|----------------------------|---------------------------|--|--|---|------------|
| 11/17/2023 | 9353 | NEW | MCCARRON, PATRICIA | 115 LINDSAYS WAY, HONEY BROOK, PA 19344 | \$10,000.00 | \$15.00 | | CASH | 1,500 SQ FT ONE STORY LOG HOME AND GARAGE | SELF | |
| 11/17/2023 | 9354 | 5855 | IVEY, COURTNEY | 254 BEAVER RUN RD, FRENCH CREEK, WV 26218 | \$18,871.00 | \$15.00 | | CHECK | ROOF REPLACEMENT WITH ARCHITECTURAL SHINGLES | ULTIMATE ROOFING LLC, 2300 SMITHTOWN RD, MORGANTOWN, WV 26508 | |
| 11/20/2023 | 9355 | NEW | GOMPERS, ROBERT | 42 KING SCHOOLHOUSE RD, BUCKHANNON, WV 26201 | \$100,000.00 | \$15.00 | | CC | 72' X 40' POLE BUILDING | SELF | |
| 11/20/2023 | 9356 | 80888 | LEWIS, MATTHEW | 10915 OLD ELKINS RD, ELLAMORE, WV 26267 | \$1,500.00 | \$15.00 | | CASH | 10' X 10' DECK ON BACK OF HOUSE; 31' X 6' WALKWAY ON SIDE OF HOUSE; ADD ON TO EXISTING DECK | SELF | |
| 11/20/2023 | 9357 | 6354 | DAVIS, ROGER | 8783 RT 20 SOUTH RD, FRENCH CREEK, WV 26218 | \$3,000.00 | \$15.00 | | CASH | 12' X 20' OUT BUILDING | SELF | |
| 11/28/2023 | 9358 | N/A | PARADIS, WILLARD | PO BOX 358, BUCKHANNON, WV 26201 | \$25,000.00 | \$15.00 | | CASH | STEEL GARAGE | SELF | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

| | | |
|--------------------------|---------------------------|---------------------------|
| TOTAL | TOTAL | TOTAL |
| \$158,371.00 | \$90.00 | \$0.00 |
| GRAND PROJECT | GRAND BP TOTAL | GRAND FP TOTAL |
| \$679,255.30 | \$225.00 | \$0.00 |

Commission

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: November 2023

| | UPSHUR | LEWIS |
|----------------------------|---------------------|-------------------|
| ADOPTIONS | | |
| CASH | \$570.00 | \$350.00 |
| CHECK | \$0.00 | \$30.00 |
| E STORE CREDIT CARD | \$370.00 | \$315.00 |
| SUBTOTAL | \$940.00 | \$695.00 |
| SPAY/NEUTER DEPOSIT | | |
| CASH | \$100.00 | \$150.00 |
| CHECK | \$0.00 | \$0.00 |
| E STORE CREDIT CARD | \$400.00 | \$300.00 |
| SUBTOTAL | \$500.00 | \$450.00 |
| BOARD RESCUE | | |
| CASH | \$70.00 | \$0.00 |
| CHECK | \$0.00 | \$0.00 |
| E STORE CREDIT CARD | \$75.00 | \$0.00 |
| SUBTOTAL | \$145.00 | \$0.00 |
| MICRO-CHIPPING | | |
| CASH | \$150.00 | \$0.00 |
| CHECK | \$0.00 | \$0.00 |
| E STORE CREDIT CARD | \$0.00 | \$0.00 |
| SUBTOTAL | \$150.00 | \$0.00 |
| DONATIONS | | |
| CASH | \$56.00 | \$0.00 |
| CHECK | \$3,230.00 | \$0.00 |
| E STORE CREDIT CARD | \$2,065.00 | \$0.00 |
| SUBTOTAL | \$5,351.00 | \$0.00 |
| SURGICAL UNIT | | |
| CASH | \$0.00 | \$0.00 |
| CHECK | \$0.00 | \$0.00 |
| E STORE CREDIT CARD | \$0.00 | \$0.00 |
| SUBTOTAL | \$0.00 | \$0.00 |
| SUMMARY | | |
| | GRAND TOTALS | |
| CASH | \$1,446.00 | \$946.00 |
| CHECK | \$3,260.00 | \$3,230.00 |
| E STORE CREDIT CARD | \$3,525.00 | \$2,910.00 |
| TOTAL | \$8,231.00 | \$7,086.00 |
| | | \$1,145.00 |

318 Mud Lick Road
Buckhannon, WV 26201



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: November-23

| ANIMALS RECEIVED | | | | | | | | | |
|---|-----------|-----------|------------|------------|-----------|------------|---------------|----------|----------|
| ACTIVITY | CANINES | | | FELINES | | | OTHER ANIMALS | | |
| TYPE OF ADMISSION | UPSHUR | LEWIS | TOTAL | UPSHUR | LEWIS | TOTAL | UPSHUR | LEWIS | TOTAL |
| Brought in by Animal Control Officer | 7 | 11 | 18 | 0 | 2 | 2 | 0 | 0 | 0 |
| Brought in by City Trapper | 0 | 0 | 0 | 3 | 0 | 3 | 0 | 0 | 0 |
| Brought in by County Residents | 31 | 9 | 40 | 43 | 28 | 71 | 0 | 0 | 0 |
| Brought in by Law Enforcement | 0 | 0 | 0 | 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 | 0 | 0 |
| TOTAL ADMISSION ACTIVITY | 38 | 20 | 58 | 46 | 30 | 76 | 0 | 0 | 0 |
| ANIMALS DISCHARGED | | | | | | | | | |
| TYPE OF DISCHARGE | CANINES | | | FELINES | | | OTHER ANIMALS | | |
| ADOPTIONS | UPSHUR | LEWIS | TOTAL | UPSHUR | LEWIS | TOTAL | UPSHUR | LEWIS | TOTAL |
| With Charge | 21 | 18 | 39 | 26 | 16 | 42 | 0 | 0 | 0 |
| Without Charge | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL ADOPTIONS | 21 | 20 | 41 | 26 | 16 | 42 | 0 | 0 | 0 |
| EUTHANASIA | | | | | | | | | |
| Owner Request | 2 | 2 | 4 | 1 | 1 | 2 | 0 | 0 | 0 |
| Other | 0 | 1 | 1 | 8 | 1 | 9 | 0 | 0 | 0 |
| TOTAL EUTHANIZED | 2 | 3 | 5 | 9 | 2 | 11 | 0 | 0 | 0 |
| RESCUES | | | | | | | | | |
| With Charge | 13 | 9 | 22 | 0 | 0 | 0 | 0 | 0 | 0 |
| Without Charge | 6 | 2 | 8 | 42 | 4 | 46 | 0 | 0 | 0 |
| TOTAL TO RESCUE | 19 | 11 | 30 | 42 | 4 | 46 | 0 | 0 | 0 |
| MISCELLANEOUS | | | | | | | | | |
| Escaped | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Returned to Owner | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Passed - Natural Causes | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL MISCELLANEOUS ACTIVITY | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL DISCHARGE ACTIVITY | 43 | 34 | 77 | 77 | 22 | 99 | 0 | 0 | 0 |
| INACTIVE STATUS | | | | | | | | | |
| Quarantined | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL ANIMAL ACTIVITY FOR PERIOD | 81 | 54 | 135 | 123 | 52 | 175 | 0 | 0 | 0 |

| CENSUS | | | |
|--------------------------------|---------|---------|---------------|
| | CANINES | FELINES | OTHER ANIMALS |
| CENSUS AT BEGINNING OF PERIOD: | 36 | 37 | 0 |
| CENSUS AT END OF PERIOD: | 17 | 14 | 0 |

Shanille L. Cochran
Signature

11-4-23
Date

John Slaughter, Animal Control/Humane Officer

Monthly Animal Report

November 2023

| TRANSACTION | Upshur | Lewis | TOTAL |
|-----------------------------------|--------|-------|-------|
| Animals picked up by ACO: | | | |
| Dogs | 7 | | |
| 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 | | | |
| | | | |

Signature

Date

12/11/23



Parish House News



Volunteers & Staff accept the 2023 Upshur Choice Award for Best Non-Profit

WORKING TOGETHER AS NEIGHBORS

It's an exciting time to be involved with the Upshur Parish House! Over the past year we've experienced growth, expansion, and change. We're excited to share what we've accomplished and anxious to get ready for next year!

Over the past year, we have witnessed an extraordinary increase in the number of families in our community who are experiencing food insecurity and housing instability. Changes to SNAP benefits and increased prices have heavily impacted our neighbors already experiencing need, leading to a surge in demand for essential food supplies and utility assistance.

Despite these challenges, our dedicated team of volunteers, donors, and staff have worked tirelessly to ensure that all our neighbors received the help and support they need. Through October we've already provided 300 more food packages than last year in total, financial assistance has increased 17%, and we've more than doubled the number of carryout lunches prepared every Wednesday and Friday.

We're proud to say that thanks to the generosity of our supporters, we have been able to keep our shelves stocked and our doors open to serve our neighbors. However, the need continues to grow. We urge anyone who is able to donate their time, resources, or funds to consider supporting our efforts.

Donors like you have allowed us to consistently meet community needs. Participation in the annual Mark Petrosky Memorial Hunger Walk doubled this year, Wesleyan's Trick-or-Treat for Canned Goods collected over 1,100 pantry items, community partners and sponsors continually have answered the call. To simply say "Thank you" can't express how deeply grateful we are for your support.

2023 Community Impact

Crosslines Assistance

\$ 56,905.81

Food Packages

2,563

Clothing Vouchers

664

Back-to-School
Backpacks

938

Holiday Meals

Easter - 530

Thanksgiving - 928
Christmas - 800 (est.)



Enjoy our newsletter?
Sign-up for monthly emails!



Volunteers distributing Thanksgiving meals



GET INVOLVED!

We wholeheartedly believe that as a community, we are stronger together. Your support is crucial in ensuring that no one in our community goes hungry or without a safe, warm home. Here are a few ways you can contribute:

- **Make a financial donation:** Your monetary contributions can work wonders! They allow us to purchase essential food items, pledge utility support, contribute back-to-school supplies, provide carryout lunches, and fund all our other programs.
- **Donate non-perishable food items:** Whether it's a can of soup, a bag of rice, or a box of cereal, every contribution adds up and brings us closer to eradicating hunger. Check our website for an up-to-date needs list.
- **Volunteer your time:** Share your invaluable time and skills at our pantry or helpdesk. Together, we can sort and distribute food, lend a compassionate ear, or support administrative tasks. Your presence can bring comfort and happiness to those who need it most.
- **Spread the word:** Share our newsletter. Join our email list. Follow us on Facebook. Together, we can raise awareness about the increased need in our community, inspire others to join our mission, and create a ripple effect of generosity.



NEXT STEPS

In addition to scaling-up our existing programs, we're also expanding to meet new needs of the community as they emerge.

- Our **Rock Cave Annex** (located at the former Rock Cave United Methodist Church) should be open by the new year. This location will allow us to bring services to neighbors in southern Upshur County.
- We're developing a **Weekend Food Program** to help create food security for Upshur County students. Donations of nonperishable single-serving food items like pop-top soups, mac & cheese cups, granola bars, oatmeal packets, etc. can help provide meals for students outside of school.



Our Rock Cave Annex

A Message from the Executive Director

I'm humbled and grateful to be the new Executive Director at the Parish House. Serving here as a Wesleyan student almost 20 years ago was a defining period of my life. I feel very fortunate to be back and am excited for what lies ahead. A lot has changed over the years, but the generosity of our community has always been a constant. Our outreach wouldn't be possible without your support.

Together we can make a difference in the lives of our neighbors and ensure that everyone has access to the basic necessities they need to survive and thrive. If you have any questions or want to contribute in any way, please don't hesitate to reach out at 304-472-0743 or UpshurParish@gmail.com. We're always happy to welcome others who want to share in our mission.

ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

| | | | |
|----------------|---------------------------|-------------------|--|
| Meeting | Regular Monthly Meeting | Start Time | 5:00 PM |
| Date | Tuesday, December 5, 2023 | Place | P.S.D. Office 133 Fallen Road, Buckhannon |

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 -November 7, 2023 Regular Monthly Meeting **Vote**
Treasurer Report/Payment of Bills for December/bal of November Invoices **Vote**

ITEMS FOR DISCUSSION

ARPA Funds **Vote**
a. Solicitation for Engineering Services
Review of Interest Received

Phase III Extension Project Update **Vote**
Project Underruns & Proposed Use
Change Orders
GIS of System -Agreement Signed 4/4/23
Progress Reports & Discussion

Maintenance Report

Personnel **Vote**
Christmas

Date & Time of January 2024 Meeting - Tuesday, January 9, 2024 @ 5:00 pm

Adjournment **Vote**

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

CITY OF BUCKHANNON BUILDING COMMISSION
Notice of Special Meeting

The Board of the City of Buckhannon Building Commission will hold a special meeting on Thursday, December 7, at 6:00 p.m., prevailing time, at Buckhannon City Hall, City Council Chambers, 70 E Main Street, Buckhannon, West Virginia. To participate in the meeting remotely, join the meeting from your computer, tablet or smartphone at <https://meet.goto.com/998683501>, or by calling (312) 757-3121, access code 998-683-501.

The agenda for the meeting is set forth below.

CITY OF BUCKHANNON BUILDING COMMISSION
THURSDAY, DECEMBER 7, 2023
PROPOSED AGENDA

- I. Call to Order/Roll Call
- II. Old Business
 1. To approve minutes from the prior Building Commission Meeting.
- III. New Business
 1. To conduct a public hearing regarding the proposed adoption on third and final reading of the following entitled Ordinance 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:

AN ORDINANCE APPROVING AND AUTHORIZING THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS AND ADDITIONS TO THE CITY OF BUCKHANNON'S STOCKERT YOUTH AND COMMUNITY CENTER; THE ACQUISITION FROM THE CITY OF BUCKHANNON OF CERTAIN PROPERTY WHICH IS NECESSARY IN CONNECTION WITH SAME; THE ISSUANCE BY THE CITY OF BUCKHANNON BUILDING COMMISSION OF ITS BOND ANTICIPATION NOTES, SERIES 2024, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$5,000,000, THE PROCEEDS OF WHICH SHALL BE EXPENDED TO TEMPORARILY FINANCE A PORTION OF THE COSTS OF SUCH PROJECT AND PAYING COSTS IN CONNECTION WITH THE ISSUANCE AND SUCH RELATED COSTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED OF TRUST, AN AGREEMENT AND LEASE, A LEASE ASSIGNMENT AND OTHER INSTRUMENTS AND DOCUMENTS AND APPROVING OTHER MATTERS RELATING TO THE TERMS AND SECURITY OF SUCH NOTES; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE NOTES; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES AND SECURITY OF THE HOLDERS OF THE NOTES; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.
 2. Consideration of adoption on third and final reading of the following entitled Bond Authorizing Ordinance relating to the design, acquisition, construction, and equipping of improvements and additions to the City of Buckhannon's Stockert Youth and Community Center Project:

AN ORDINANCE APPROVING AND AUTHORIZING THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS AND ADDITIONS TO THE CITY OF BUCKHANNON'S STOCKERT YOUTH AND COMMUNITY CENTER; THE ACQUISITION FROM THE CITY OF BUCKHANNON OF CERTAIN PROPERTY WHICH IS NECESSARY IN CONNECTION WITH SAME; THE ISSUANCE BY THE CITY OF BUCKHANNON BUILDING COMMISSION OF ITS BOND ANTICIPATION NOTES, SERIES 2024, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$5,000,000, THE PROCEEDS OF WHICH SHALL BE EXPENDED TO TEMPORARILY FINANCE A PORTION OF THE COSTS OF SUCH PROJECT AND PAYING COSTS IN CONNECTION WITH THE ISSUANCE AND SUCH RELATED COSTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED OF TRUST, AN AGREEMENT AND LEASE, A LEASE ASSIGNMENT AND OTHER INSTRUMENTS AND DOCUMENTS AND APPROVING OTHER MATTERS RELATING TO THE TERMS AND SECURITY OF SUCH NOTES; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE NOTES; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES AND SECURITY OF THE HOLDERS OF THE NOTES; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.
 3. To consider and act upon any measures related to the foregoing.
- IV. Adjournment

POSTED 12/01/23



City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, December 7, 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. To conduct a public hearing regarding the proposed adoption on second and final reading of the following entitled Ordinance 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: AN ORDINANCE AUTHORIZING AND APPROVING THE TEMPORARY FINANCING OF THE COSTS OF THE DESIGN, ACQUISITION, CONSTRUCTION, AND EQUIPPING OF IMPROVEMENTS AND ADDITIONS TO THE CITY OF BUCKHANNON'S STOCKERT YOUTH AND COMMUNITY CENTER; AUTHORIZING THE CONVEYANCE OF REAL PROPERTY, FIXTURES AND PERSONAL PROPERTY AND APPURTENANCES TO THE CITY OF BUCKHANNON BUILDING COMMISSION, FOR THE PURPOSE OF FACILITATING THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS AND ADDITIONS TO THE CITY OF BUCKHANNON'S STOCKERT YOUTH AND COMMUNITY CENTER; THE LEASING OF SUCH PROPERTY AND ALL PROJECT IMPROVEMENTS AND APPURTENANCES THERETO BY THE CITY OF BUCKHANNON FROM THE CITY OF BUCKHANNON BUILDING COMMISSION; THE SALE AND ISSUANCE BY THE CITY OF BUCKHANNON BUILDING COMMISSION OF ITS BOND ANTICIPATION NOTES, SERIES 2024 IN AN AMOUNT NOT TO EXCEED \$5,000,000 PRINCIPAL AMOUNT, ISSUED IN ONE OR MORE SERIES TO PROVIDE TEMPORARY FINANCING FOR THE IMPROVEMENTS TO STOCKERT YOUTH AND COMMUNITY CENTER; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT AND LEASE AND OTHER INSTRUMENTS AND AUTHORIZING AND APPROVING OTHER DOCUMENTS AND MATTERS RELATING TO THE TERMS AND SECURITY OF SUCH SERIES 2024 NOTES; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

B. Call to Order

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

C. Recognized Guests

- C.1 Steptoe & Johnson PLLC Attorneys At Law
- C.2 West Virginia Wesleyan College Student Senate Meredith Cottrell: Greetings & Campus News
- C.3 West Virginia Wesleyan College Student Brayton Boggs: "What to do with the Cats" Presentation
- C.4 Upshur County School Counselors: "Services Provided in the Schools for the Students" Presentation
- C.5 Jason Campbell, JCFilms Studio Inc.

D. Department & Board Reports

- D.1 Public Works Director- Jerry Arnold
- D.2 Finance Director- Amberle Jenkins
- D.3 Fire Chief- JB Kimble
- D.4 City Attorney- Tom O'Neill

E. Correspondence & Information

- E.1 Building Commission Notice of Public Hearing re: Bond Ordinance SYCC on December 7, 2023 at 6PM
- E.2 City of Buckhannon Notice of Public Hearing re: Bond Ordinance SYCC on December 7, 2023 at 7PM
- E.3 FOIA Request-SmartProcure re: PO/Vendor Information
- E.4 Advertisement for Bids Gateway West Phase II Street Light Pole Assemblies & Globes

F. Consent Agenda

- F.1 Approval of Minutes-Regular meeting 11/02/23, 11/16/23
- F.2 Approval of Building and Wiring Permits
- F.3 Approval of Payment of the Bills

G. Strategic Issues for Discussion and/or Vote

- G.1 Consideration of adoption on second and final reading following a public hearing of 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
- G.2 Call for Election on May 14, 2024
- G.3 Approval 2024 COB Holiday Closing Schedule
- G.4 Discussion Proposed Ordinance No. 466 To Vacate Certain Alleys pursuant to WVWC Property Exchange (Ord #463)
- G.5 Approval Modification to Clarify COB Employee Handbook "Return to Work" Section
- G.6 Approval Letter of Request from UCBOE for assistance in the Demolition Project at 21 E Victoria Street
- G.7 Recommendation from the Revenue Review Committee regarding the funding request from JCFilms

H. Comments and Announcements

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

I. Mayor's Comments and Announcements

J. Adjournment

Posted 12/04/2023



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 ¹

Monday, December 11 , 2023 at 4:00 pm

- 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 Report-Jennifer Powers
 - ACIP update
 - Fence Clearing Project status/Possible need for extension of completion deadline or winter shut down
 - Operations Report-Jamie Wilt
 - Fuel Farm Repair Update
 - Papi Repair Update
 - Brush Clearing Underway
- 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
- G. New Business:
- H. Board Member Comments and Announcements
- I. Adjournment

Notice: This (and possible future meetings) are being held using a conference call and the electronic application 'Zoom'. Should you desire to attend this meeting electronically you will need to contact the Authority (jenny@flyw22.com) or 304-472-9437 ext. 101 at least one hour prior to the meeting to gain the necessary information to join the meeting. All meetings of the Authority are open to the public.

¹Per 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.



In compliance with West Virginia's Public Meeting Law, the 26th Judicial Circuit Community Corrections Program special board meeting will be held December 11, 2023 at 12:00pm at the Upshur County Day Report Center in Upshur County. The public is invited to attend and learn more about our program, serving Lewis and Upshur Counties.

**COMMUNITY CORRECTIONS
Special Board Meeting Agenda
December 11, 2023
Upshur County Day Report Center 12:00 P.M.**

I. Handouts

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

II. New Business

- 1) Batterer's Intervention Prevention Class Update
- 2) Home Confinement Update- Lewis-16 Upshur-34
- 3) Community Corrections Update
 - Referrals received since July 1, 2022, Upshur-145 Lewis-78 Total-223
 - Discussion of possible donation of Jeeps to each county
 - Request to accept bids for two new jeep grand Cherokees not to exceed \$45,000 each
 - Request to move Allison Harmon from part-time to full-time case aide to fill current vacant position
 - Discussion for potential posting/hiring trauma therapist, secretary, and bookkeeper
 - Update on accountant

III. Next Meeting

- **January 8, 2024 at the Lewis County Day Report Center time to be determined.**



Upshur County Convention & Visitors Bureau
December 13, 2023 Agenda

- Call Meeting to Order
- Approval of Minutes
- Treasurer's Report

- Director's Report
 - EIDL loan paid off
 - Hotel meeting on 11/16/23
 - Registered for Hospitality University on Feb 25-27, 2024
 - RT 33/Music Trail Collab
- Old Business:
 - New At-large member elected: Jenny Powers
- New Business:
 - Tourism Day at the Capitol – 7a-8p on Jan 22, 2024
 - WVHTA Legislative Reception is from 5:30-7:30, \$60

- Motion to Adjourn Meeting

NEXT MEETING: JANUARY 10, 2024



UPSHUR COUNTY SAFE STRUCTURES AND SITES
ENFORCEMENT BOARD

Meeting Agenda

Upshur County Administrative Annex

Thursday, December 14, 2023

3:00 p.m.

- I. Call meeting to order
- II. Recognition of Guests
- III. Public Comment
- IV. Approval of previous meeting(s) minutes
 - November 9, 2023
- VI. Report and/or action on Pending Cases
 - 121322-01 (Tenney)
 - 060823-01 (Sipe)
 - 062223-01 (Lee)
 - 081023-01 (Bever)
 - 091423-01 (Casto)
 - 091423-02 (Holland Enterprises)
 - 101223-01 (Rowland)
 - 101223-02 (Jiang)
 - 101223-03 (Ervin)
 - 101223-04 (Robinson)
 - 101223-05 (Hasaflook)
 - 110923-01 (Kenny)
- VII. Consider requests to establish new cases that were received on or before 11/11/2023.
- VIII. Adjournment

The next Safe Structures & Sites Board Meeting will be held on Thursday, January 11, 2024 beginning at 3:00 p.m. at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.

Notice of Meeting

for

Upshur County Fire Board, Incorporated (Statutory Corporation per Chapter 7 Article 17 of the WV Code)

Location: Upshur County Administrative Annex, Suite 101, 91 W. Main Street
Date: Tuesday, December 19, 2023, at the Ellamore VFD
Time: 6:30 p.m.

AGENDA

Call Meeting to Order
 Roll Call

Approval of Minutes---November 14, 2023

Public Questions/Comment Period

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

- Cumulative report
- Audit report distribution
- Members terms ending in June 2024

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 11/30/2023---\$109,106.48
- Disbursement from Chief Tax Deputy for November--- TBD prior to the meeting

Payment of Bills/Invoices

- *Software Systems---monthly maintenance---Invoice #38058---\$237.00
- *Ferrari & Associates, PLLC---FY ending 2023 Audit---Invoice # 1548---\$2,460.00
- *State Auditors Office---Invoice #22000---Audit---\$197.00
- *Upshur County Commission---Reimbursement---Supplies (P-card) ---\$380.14

Review of Ellamore Financial Statement

Tabled Item: Procedure for reviewing Financial Statements from the VFDs

Review/approval of Corrective Tickets and Exoneration requests

Other Items/Matters to Consider

Date of Next Meeting---Tuesday, January 16, 2024, at the Buckhannon VFD---Adjournment

Elkins Road Public Service District
Board of Directors' Regular Meeting
November 7, 2023

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Monday, November 7, 2023.

Chair, Carey Wagner, called the meeting to order at 5:00 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair-Carey Wagner, Secretary-David Burr and Board Member-Wendell Grose

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

Phone in participants: None

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

Recognize that four (4) customers were present.

APPROVAL OF MINUTES

Minutes of October 3, 2023 Regular Monthly Meeting were presented for approval. Carey Wagner made a motion to approve the minutes. David Burr seconded. Motion carried

APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

Carey Wagner presented the Financial Report. David Burr made a motion to approve the financial report and pay the bills to date. Seconded by Carey Wagner. Motion carried

BOARD OF DIRECTORS – REVIEW & DISCUSSION

Board moved into executive session under WV Code 6-9A-4 after the meeting. No decisions were made during executive session.

HICKS/WILLIAMS – RIGHT FORK 2" LINE

After much discussion between the Board, Mr. Hicks and Mrs. Williams this take over has been tabled until more studies can be done in that area. David Burr made a motion to table until further information could be collected. Wendell Grose seconded. Motion carried

MAINTENANCE/GARAGE

David Burr made a motion to table until January. Wendell Grose seconded. Motion carried

Elkins Road Public Service District
Board of Directors' Regular Meeting
November 7, 2023

ARPA FUNDING

After being reviewed by the Board it was decided the Solicitation Letters to the Engineers for several projects would be mailed out with a deadline date of November 30, 2023. **David Burr made a motion to mail the Solicitation Letters. Wendell Grose seconded. Motion carried**

PALCO GENERATORS-LETTER OF NON-RESPONSIVE OF WARRANTY SERVICES

Carey Wagner wrote a letter to Palco about their lack of responsiveness with the warranties guarantee. The generators have been in for approximately two years with a five year warranty and they have not visited once to inspect or check on our generators. Also the number posted on the side of our generators when called for emergencies in not in service. **David Burr made a motion to mail the letters to Palco to address all of these issues. Wendell Grose seconded. Motion carried**

PHASE III EXTENSION PROJECT

Nothing to report on Phase III.

MAINTENANCE

Dave Wamsley gave the October Maintenance Report. Besides reinstalling a tap on Swamp Run that was torn out by the new customer and looking for any leaks we might have that was about it. Mike Wiley fixed the problem we were having a Union Booster having to do with the generator wiring.

JANUARY MEETING – MOVE 1 WEEK AHEAD TO JANUARY 9, 2024

Carey Wagner ask the Board to move January's meeting ahead one week due to the second coming right after the holiday and we will not have money yet to pay bills. **David Burr made a motion to move the meeting to January 9, 2024. Wendell Grose seconded. Motion carried**

There being no further business, **the meeting adjourned on motion made by Dave Burr and seconded by Wendell Grose. Meeting adjourned at 5:30 p.m.**

The next meeting will be held on Tuesday, December 5, 2023 at 5:00 p.m.

Elkins Road Public Service District
Board of Directors' Regular Meeting
November 7, 2023

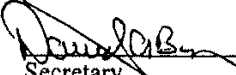
Respectfully submitted:


ERPSD Board of Directors Secretary, David Burr//CD

Attachments: Agenda
Sign In Sheet

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
David A. Burr


Board Member
Wendell R. Grose

ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

| | | | |
|----------------|---------------------------|-------------------|--|
| Meeting | Regular Monthly Meeting | Start Time | 5:00 PM |
| Date | Tuesday, November 7, 2023 | Place | P.S.D. Office 133 Fallen Road, Buckhannon |

| | |
|---|---------|
| 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 -October 3, 2023 Regular Monthly Meeting | Vote |
| Treasurer Report/Payment of Bills for November/bal of October Invoices | Vote |

ITEMS FOR DISCUSSION

1. Board of Directors - Review & Discussion

2. Hicks/Williams - Right Fork 2" Line Vote
 - a. Discuss D. Wamsley's Meeting with Property Owners
 - b. Recommendation

3. Maintenance/Garage Vote
 - a. Foundation/Concrete Flooring
 - b. Metal Building Package & Erection
 - c. Review of Bids
 - d. Award

4. ARPA Funding Vote
 - a. Solicitation for Engineering Services - Ridgeview Lane
 - Review Solicitation Letter
 - Deadline for Returning - Nov. 27, 2023
 - Review of Interest Received - Dec. 5, 2023

5. Palco Generator - Letter of Non-Responsive of Warranty Services Vote

6. Phase III Extension Project Update Vote
 - Project Underruns & Proposed Use
 - Change Orders
 - GIS of System -Agreement Signed 4/4/23
 - Progress Reports & Discussion

7. Maintenance Report
 - a. Water Loss Improvements
 - b. Look Ahead/Planning for 2024

8. January Meeting - Move 1 week to January 9, 2024 Vote

Date & Time of December 2023 Meeting - Tuesday, December 5, 2023 @ 5:00 pm

Adjournment Vote

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

[illegible]

HODGESVILLE PUBLIC SERVICE DISTRICT**MONTHLY MEETING MINUTES****November 7, 2023/4pm**

The Hodgesville Public Service District monthly meeting was held at the district office located at 188 Fayette St., Buckhannon, WV, on the above date and time.

In attendance:

Robert Wright-Chairman

Roger Ward-Secretary

Howard Cutright-Member

Terry Gould-Manager

Barbara Curry-UBS,

Guests: Carrie Wallace, Region VII; Gary Stone, Fishing Camp Customer; Mike Starett-Hay Day Farms – Customer Claypool Hollow Rd

The minutes of the previous meeting held October 3, 2023 were read and approved.

The board then heard from Guest, Mike Starett, in regard to Hackers Creek Leak on October 11, 2023. Mr. Starett said he had severe damage to his house in regard to a pressure problem when fixing the leak. Terry advised him that this was being investigated by our insurance company, Philadelphia Insurance and Barbara Curry presented him with the copy of the paper to file claim (attached to these minutes) with the District's Insurance and was advised to turn it over to his homeowner's insurance company while being investigated. Terry told Mr. Starett that Hodgesville is only liable to the tap and beyond the tap is the customer's responsibility. Mr. Starett did not agree with that answer and informed the Board that he would be taking this further. Mr. Starett then left the meeting.

The Board then heard from Guest, Gary Stone. Mr. Stone's neighbor had a leak which had to be fixed in Gary's yard. Gary said that Ringer's did a wonderful job. Gary wanted to know when these lines were going to be replaced. Terry informed

him that the Water Improvement Project would be taking care of this. Gary stated that he had heard about this project for a couple of years but yet nothing has been done. Carrie Wallace of Region VII explained to him the process that a PSD has to go through in order for a project to get started, for example, funding, permits, right of ways and etc. In other words, it is a lengthy process. Gary had a better understanding, thanked the board for their work and exited the meeting.

Terry Gould gave the financial report for the month. A motion was made by Robert Wright and seconded by Howard Cutright to approve and pay the bills.

A motion to approve the credit memos was made by Roger Ward and seconded by Howard Cutright.

The Board reviewed the customer shut off list and amount collected for the previous month.

Maintenance completed by Ringers, Inc. included the following:

Helen Smith – New Line from Tap to Meter

Rebecca Hinkle- dug up main line and had water tested no indication that it is Hodgesville leak. showed no fluoride. The customer's friend, Robert Starkey, presented Terry with a bill for their cost of diverting the water away from the barn. The district has no intention of paying this bill and Terry informed Mr. Starkey of this.

Fixed major main line leak on Hackers Creek Hill. Had a drop in tanks that alerted Terry of the problem. Boil Water Issued. Test results came back good and Boil Water was lifted.

Tap installed for Brandon Williams 440 Mick Hill Rd

Fixed main line leak at the railroad crossing on Fishing Camp. Boil Water Advisory Issued and Lifted when test results were good.

Fixed pigtail leak at Mt Lebanon Church

3836 Clarksburg Rd fixed leak at tap and replaced meter

Replaced tap to meter it was broke under the road and running into neighbors yard at 296 Mt Lebanon Rd

179 Smokey Grose Rd customer without water. Customer has leak on their side.

Marked lines for WV 811

Other matters discussed included the following:

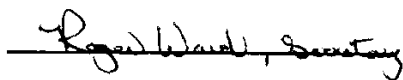
Terry stated receiving a call from Dan Cinnali's lawyer wanting to know approximately how much it would cost to install a line to serve Cinnali from the Murpy Station, Terry estimated 125 to 175,000 Dollars. Mr. Cinnali is suing the oil and gas company for ruining his water.

Robert Wright made a motion and Howard Cutright seconded for Hodgesville PSD to adopt an ordinance that would require the customer to install a pressure reducing mechanism at the customer's home or structure that is being supplied water.

Hodgesville PSD Step 2 Rates are to go into effect for service rendered after October 26, 2023. These rates were to go into effect after Ringers and Atlas past due balances were paid in full or October 26, 2023 whichever came first. Jeff Zurbuch is to contact the PSC asking that the Step 1 rates remain in effect due to still owing the WV Municial Bond Commission and also Ringers, Inc. The original past due has been paid, but continue to owe a past due amount because of high repairs.

Terry has been working with Evan Workman in order to supply water to 6 customer after the Murphy Station Critical Needs Project is complete. It seems as though the cost is going to be around \$50,000 and looks as if the Barbour County Commission will be paying the full amount of the project. Terry and Evan are scheduled to meet again with the Barbour County Commission.

There being no further business to discuss the meeting adjourned at 5:45pm



Roger Ward, Secretary

**MEMORANDUM OF UNDERSTANDING
FOR REGIONAL TASK FORCE**

This Memorandum of Understanding("MOU") is made and entered into by and between the following political subdivisions, namely Randolph County, Tucker County, Upshur County, Lewis County and Barbour County, referred to as Parties.

RECITALS

WHEREAS, the Parties are members of the Regional Task Force which is dedicated to optimizing the funds available to the political subdivisions from the Opioid Foundation created as a result of the State opioid litigation and settlements; and

WHEREAS, the Parties agree that it is effective to be prepared to use these settlement funds when available with a proposal in the form of a White Paper prepared by a professional group that would set forth what has been identified as the Parties top priorities; and

WHEREAS, Ascension Recovery Services ("Ascension") is a professional group which has made a proposal to create a White Paper that tests the feasibility of accomplishing our goals to establish a five-county treatment facility and to provide highly accessible services to affected children (See attached); and

WHEREAS, for Ascension to complete this White Paper, the Parties will need to cooperate and provide information to Ascension to complete this work as requested.

NOW THEREFORE in consideration of the foregoing recital and mutual covenants contained herein, it is mutually agreed as follows:

1. The Parties agree to cooperate and provide information and documentation to Ascension for their work and services in the completion of the White Paper.
2. Each Party shall designate a representative who will be the contact person for Ascension during the process of collecting the information and documentation.
3. Ascension has provided a fee schedule with their proposal. The contribution to the payment of their fees is voluntary, not mandatory. No Party to this MOU is obligated to pay the fees by signing this MOU. However, any payment would be accepted.

IN WITNESS WHEREOF, this MOU is made and entered into by the Parties who have signed below as of the date indicated.

Signature _____
On behalf of Upshur County

Print Kristie G. Tenney
Title President Upshur County Commission

Signature _____
On behalf of the City Buckhannon

Print _____

Title _____