

## Upshur County Commission Meeting Agenda

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

Location: Upshur County Courthouse Annex  
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call

Date of Meeting: July 14, 2022

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• June 30, 2022

### Items for Discussion / Action / Approval:

1. Review, approval and signature of a Memorandum of Understanding by and between the Upshur County Department of Homeland Security and Emergency Management (UCDHSEM) and the City of Buckhannon pertaining to Emergency Communication assets currently owned and operated by UCDHSEM, located at the Tallmansville Tower Site, and licensed by the City of Buckhannon. The intention of this memorandum of understanding is to clarify the roles and responsibilities as to the operations and management of these communication assets \* Page 5
2. Approval of "Request for Proposals" for the Upshur County Former Jail Facility Project: porch rehabilitation project. All sealed bids must be received no later than 4:00 p.m. on Wednesday August 17, 2022. Sealed bids will be opened, reviewed and read aloud by the Upshur County Commission at 9:15 a.m. on Thursday August 18, 2022. \* Pages 6-26
3. Review and signature of correspondence to Melissa Garretson Smith, WV Courthouse Facilities Improvement Authority Executive Director, requesting to extend the deadline for the completion of the former jail facility porch rehabilitation project to December 31, 2022. \* Page 27
4. Consider request from Donnie Tenney to extend the Land Use Agreement on the FEMA property located off of Norvell Drive on parcel number 7-3-14. \* Pages 28-29
5. Approval for Kristie G. Tenney, Commission President, to execute any and all documents necessary for the Promissory Note and Business Loan Modification Agreement between the Upshur County Commission, Buckhannon Upshur Airport Authority and Citizen's Bank. The outstanding principal balance as of July 14, 2022 was \$34,081.24. The maturity date will be extended from July 14, 2022 to July 14, 2023.\*
6. Consider the sale of the 2022 Toyota Camry owned by the Upshur County Commission to the Buckhannon-Upshur Airport Authority for the sum of \$1.00 per WV Code §7-3-3 (b). \*
7. Approval of Lewis-Upshur Animal Control Facility Volunteers Breann Stanton, Megan L. Posey, Tracy DeBarr and Tori Perkins. \*

Under separate cover

8. Correspondence from Rachel Weber requesting appointment to the Buckhannon-Upshur Parks & Recreation Advisory Board as County Representative. Ms. Weber previously served on the board as a Board of Education Representative and would be filling JJ Ford's seat as he will be unable to continue serving. Upon approval, Ms. Weber's new term will be July 1, 2022- June 30, 2024.\* Page 30
9. Correspondence from Sue McKisic requesting reappointment to the Upshur County Enhanced Emergency Telephone Advisory Board. Upon Approval Ms. McKisic's term will be July 1, 2022 - June 30, 2025. \* Page 31
10. Memorandum from Shelia M. Adams, Administrative Assistant, requesting the reappointment of James B. Kimble to the Upshur County Safe Sites and Structures Ordinance Enforcement Agency/Board as the Fire Chief representative. Upon approval Mr. Kimble's term will be July 1, 2022 to June 30, 2024. \* Page 32
11. Memorandum from Shelia M. Adams, Administrative Assistant, requesting the reappointment of Stephen C. Wykoff to the Upshur County Enhanced Emergency Telephone Advisory Board as the OEM representative. Upon approval Mr. Wykoff's term will be July 1, 2022 to June 30, 2025. \* Page 33
12. Memorandum from Shelia M. Adams, Administrative Assistant, requesting the reappointment of Samuel R. Nolte to the Buckhannon-Upshur Airport Authority Board as the county representative. Upon approval Mr. Nolte's term will be July 1, 2022 to June 30, 2025. \* Page 34
13. Request from Mitchell Shaw of Upshur County Recreation to use the Upshur County Recreational Park Basketball Court from June 27 – July 27, 2022 from 6:00pm – 10pm for the purpose of basketball games. A Certificate of Liability Insurance has been provided. \* Pages 35-36
14. Consider resignation of employee. \*  
Item may lead to Executive Session per WV Code §6-9A-4 (A) Under separate cover
15. Consider resignation of employee. \*  
Item may lead to Executive Session per WV Code §6-9A-4 (A) Under separate cover
16. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

**For Your Information:**

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

1. Correspondence from Wolf Run Mining LLC enclosing the legal advertisement for Wolf Run Mining LLC, Permit No. U-2002-01, in compliance with the surface mining laws of WV. Pages 37-39
2. Advertisement for a part-time Appraisal Data Entry / Deputy Assessor position in the Upshur County Assessor's Office. The employee will work no more than 19.5 hours per week and be paid solely from the Revaluation Fund. Applications are due by 4 p.m. on July 22, 2022. \* Page 40
3. Upshur County Mileage Reports – May 2022 Pages 41-49
  - Addressing and Mapping

- Community Corrections
- Dog Pound
- Emergency Management
- Maintenance
- Sheriff
- Upshur 911

#### 4. Public Notices:

##### a) Newsletters and/or Event Notifications:

James W. Curry Library July 2022 Events Calendar	July 2022	<a href="#">Page 50</a>
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##### b) Agendas and/or Notice of Meetings:

• City Council of Buckhannon	July 7, 2022	<a href="#">Page 51</a>
• Buckhannon-Upshur Airport Authority Agenda	July 11, 2022	<a href="#">Page 52</a>

##### Meeting Minutes:

• Adrian PSD	June 1, 2022	<a href="#">Page 53</a>
• Adrian PSD * Special Board Meeting	June 13, 2022	<a href="#">Page 54</a>

##### c) Meetings:

Adrian PSD	Thu 7/7/2022 3:00 PM
Banks District Volunteer Fire Department	Thu 7/7/2022 7:00 PM
City Council of Buckhannon	Thu 7/7/2022 7:00 PM
Selbyville VFD	Thu 7/7/2022 7:00 PM
Washington District VFD	Sun 7/10/2022 6:00 PM
Upshur County Family Resource Network	Mon 7/11/2022 12:00 PM
Buckhannon-Upshur Airport Authority	Mon 7/11/2022 4:00 PM
Upshur County Solid Waste Authority	Mon 7/11/2022 4:30 PM
Buckhannon-Upshur Recreational Park Advisory Board	Mon 7/11/2022 5:30 PM
Lewis-Upshur Community Corrections Board *Upshur Co.Location *CANCELLED	Mon 7/11/2022 6:00 PM
Upshur County Development Authority-Full Board	Tue 7/12/2022 7:00 AM
Upshur County Senior Center Board	Tue 7/12/2022 12:00 PM
Hodgesville PSD	Tue 7/12/2022 4:00 PM
Elkins Road PSD	Tue 7/12/2022 5:00 PM
Warren District VFD	Tue 7/12/2022 7:00 PM
Adrian VFD	Tue 7/12/2022 7:30 PM
Buckhannon-Upshur Chamber of Commerce	Wed 7/13/2022 12:00 PM
Upshur County Convention and Visitors Bureau	Wed 7/13/2022 3:00 PM
Tennerton PSD	Wed 7/13/2022 3:00 PM
Buckhannon River Watershed Association	Wed 7/13/2022 6:00 PM
Ellamore VFD	Wed 7/13/2022 7:00 PM
Upshur County Safe Sites & Structures Enforcement Board	Thu 7/14/2022 3:00 PM
Upshur-Buckhannon Board of Health	Thu 7/14/2022 6:00 PM
Buckhannon VFD	Thu 7/14/2022 7:30 PM
Wes-Mon-Ty Resource Conservation & Development Council	Fri 7/15/2022 10:00 AM
Upshur County Fire Board, Inc.	Tue 7/19/2022 6:30 PM
Lewis Upshur LEPC-Upshur Co.	Wed 7/20/2022 12:00 PM
Upshur County Public Library Board	Wed 7/20/2022 4:00 PM

Upshur County Youth Camp Board  
Upshur County Farmland Protection Board  
UC Enhanced Emergency Telephone Advisory Board  
Upshur County Fire Fighters Association

Thu 7/21/2022 6:30 PM  
Thu 7/21/2022 7:00 PM  
Tue 7/26/2022 3:00 PM  
Wed 7/27/2022 7:00 PM

5. 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 [trperry@upshurcounty.org](mailto:trperry@upshurcounty.org). Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. \*\*\**

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

**Tabled Items**

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

1. Correspondence from the Upshur County Firefighters Association requesting a Commission appointment to the newly created committee to address multiple critical issues the local fire departments are facing and assist in determining viable solutions. The committee will consist of two (2) private citizens; two (2) business representatives; and, two (2) elected officials, one (1) being from the Upshur County Commission and one (1) being from the Buckhannon City Council. (tabled on 4/21/22) \*
2. Bid award – COPS Grant#15JCOPS-21-GG-03667-SSIX Transportation Surveillance Project (tabled 6/2/2021). \*

**Next Regular Meeting of the Upshur County Commission  
July 21, 2022 — 9:00 a.m.  
Upshur County Courthouse Annex**

**\*\*The Commission Meeting scheduled for August 4, 2022 has been CANCELLED\*\***



UPSHUR COUNTY  
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT  
181 PALLOTTINE DRIVE, BUCKHANNON, WV 26201  
PHONE: (304) 472-4983 FAX: (304) 472-6539

### Memorandum of Understanding

This Memorandum of Understanding hereinafter called "MOU" between the Upshur County Department of Homeland Security and Emergency Management hereinafter referred to as "UCDHSEM" and the City of Buckhannon hereinafter referred to as "City of Buckhannon" pertains to Emergency Communication assets currently owned and operated by UCDHSEM and licensed by the City of Buckhannon.

On or around 2014 the City of Buckhannon applied for a modification to its FCC license KQI504 to facilitate the installation and operation of a VHF repeater to supplement emergency communications for its Fire Department utilizing the frequencies 154.9725 & 158.8425. At that time Upshur County Commission purchased the repeater and associated equipment and placed it in service at the Tallmansville Tower Site. The County along with its partners continue to maintain this site and the equipment.

Since the initial installation in 2014, the repeater system has become a key link to Fire Department communications county wide.

This MOU is intended to clarify roles and responsibilities as to the operations and management of these communication assets.

**The UCDHSEM shall, to the best of its ability, continue to house and maintain the equipment in good working order, provide the electricity necessary to power the equipment, and will make the equipment available to all Fire Departments in Upshur County and other agencies, as seen fit by the UCDHSEM. The UCDHSEM will further ensure that all agencies utilizing the frequency pair are doing so in accordance with all federal, state, and county laws and pursuant to all Federal Communications Commission rules and regulations.**

The City of Buckhannon shall maintain the FCC License KQI504 as it relates to the above referenced frequencies in good standing. The City of Buckhannon further agrees to allow the UCDHSEM, Upshur 911, Upshur County Fire Departments, and any other agency deemed appropriate by the UCDHSEM to utilize the above frequency pair in accordance with all applicable Federal, State, County and FCC Regulations.

This agreement shall take effect on day of execution and remain in effect until terminated by either party with a 120-day prior **written** notice of intent to terminate.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Upshur County DHSEM

By: Ratner

Date: July 7, 2022

City of Buckhannon

# REQUEST FOR PROPOSALS

**Upshur County Former Jail Facility Project  
Porch Rehabilitation  
Project No.: 18cyc Upshur18 CY2021 49  
July 6, 2022**



Upshur County Commission

91 West Main Street, Suite 101

Buckhannon, WV 26201

304-472-0535

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

Request for Bids ----->	
Selection Schedule----->	
Description of Project ----->	
Scope of Work ----->	
Bid Guarantee----->	
Security for Faithful Performance----->	
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Contractor's Representations----->	
Certificate of Eligibility ----->	
Affidavit of Non-Collusion ----->	
Drug Free Workplace Conformance Affidavit----->	
WV Request for Statement of Good Standing ----->	
Sample Agreement ----->	

**Invitation for Bids**  
**Porch Rehabilitation**

*Publish: Tuesday, July 19 and Tuesday, July 26, 2022.*

Project Location: Upshur County Former Jail Facility located directly behind the Courthouse at 37 South Locust Street (formerly 12 S. Locust Street), Buckhannon, WV 26201.

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

**MANDATORY PRE-BID SITE VISIT:** A mandatory pre-bid site visit at the former jail facility (37 South Locust Street) will be held on August 9, 2022 at 2:00 p.m. Only those individuals/contractors whom visit the site for an initial inspection of the area will be permitted to submit a bid.

The complete proposal must be submitted in a sealed package marked "Upshur County Former Jail Facility Project" and received at the Upshur County Administrative Annex by 4:00 p.m. on Wednesday, August 17, 2022. In order to be considered, prospective firms must submit one (1) original proposal and one (1) additional copy in the required format to: Upshur County Commission, c/o Cindy Hughes, 91 W Main St, Suite 101, Buckhannon, WV 26201. Proposals received by this deadline will be opened, reviewed, and read aloud by the Upshur County Commission at 9:15 a.m. on Thursday, August 18, 2022.

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

The Upshur County Commission reserves the right to reject any and all bids, in whole or in part, and waive any informality during the bidding process. This project is being made possible by generous support of the West Virginia Courthouse Facilities Improvement Authority.

### **Selection Schedule**

July 19, 2022	RFP document available from Owner
August 9, 2022	Mandatory Pre-Bid Meeting
August 17, 2022	Proposals received by Owner no later than 4 p.m.
August 18, 2022	Opening of the sealed bids and anticipated selection of contractor

### **Description of Project**

The original Sheriff's residence and stone jail was constructed in 1900. The residence and jail underwent various renovations during Sheriff Eugene Suder's term from 1964-1972. During this period, improvements were made to the upstairs of the residence, there was the addition of a kitchen and remodeling of the jail cells. According to several Deputies that worked in the jail facility, it also appears that renovations to the jail portion of the building took place between 1980 and 1981. Rehabilitation of this facility is being conducted in three phases utilizing funds provided by the Courthouse Facilities Improvement Authority. The chimneys and gable dormers were rehabilitated in 2019, as Phase I. Phase II consisted of replacing the roof and gutters completed in 2021. The third phase, for which bids are being sought, comprises of making repairs to the arcaded brick porch with lancet-arched openings located at the front entrance which has also deteriorated over the years due to weathering.

The arcaded brick porch located at the front entrance of the former jail facility is the focal point of the building. Its unique design, particularly the lancet-arched opening, has the potential to enhance the visual appearance of the property which is located beside a heavily utilized intersection. The objective of the rehabilitation is to make the porch structure safer, as it is experiencing significant deterioration. Replacing the shingles on the porch will serve as a continuation of the newly replaced roof on the main portion of the building, completed under Phase II of the project. Furthermore, the completion of Phase III will finalize the project in its entirety creating a safer, more aesthetically pleasing entryway for this historical building. This structure is also a contributing property to the Downtown Buckhannon District within the National Register of Historic Places.

### Scope of Work

The Upshur County Commission is soliciting proposals from qualified and experienced contractors to furnish labor, materials and performance of all recommendations set forth in the below scope of work. The project must be completed by October 31, 2022 and shall adhere to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. The Commission has received the below recommendations for the rehabilitation of the porch of the former jail facility:

- (1) The brick veneer will be cleaned utilizing a medium-pressure water-blasting operation using detergent masonry cleaners specifically designed to clean soiled masonry surfaces.
- (2) After inspection of the mortar joints within the specified area, all deteriorated, fractured or defective mortar joints will be removed until a sound mortar is reached. New closely matching mortar will be installed thereafter. Mortar testing will be necessary to match the existing mortar consistency and color.
- (3) Masonry repairs will include removal of all damaged, defective, fractured or missing brick units as defined as; a brick having lost greater than 50% of its original unit size, is structurally unsound, or is a brick unit where patching is undesirable.
- (4) After inspecting the stone cap head joints, repairs will need to be made to secure them and maintain their integrity. The existing joint material will be evacuated and cleaned then a bond breaker or a new backer rod, depending upon the depth of achievement, will be installed. Finally, a urethane sealant, applied per industry practices, shall be applied.
- (5) After proper surface preparation and cleaning, one coat of a surface-conditioning agent will be applied to the bare masonry, followed by two coats of elastomeric masonry coating to the designated area.
- (6) An allowance for paint lead abatement, if necessary.
- (7) In order to maintain the aesthetic appeal and to fully secure the contents/files within the property, an allowance will need to be made to renovate the porch roof. This includes removal of existing porch roofing materials to install new underlayment, flashing, and asphalt roofing shingles to match the newly replaced roof as completed under Phase II. Contractor will be responsible for acquiring the use of a dumpster.

The present exterior should maintain its existing appearance.

This project is not subject to Prevailing Wage Rates.

This Request for Proposal (RFP) provides site background information and describes required

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

#### **Bid Guarantee**

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

#### **Security for Faithful Performance**

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

#### **Non-Discrimination in Contracts**

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

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

A mandatory pre-bid site visit at the former jail facility (37 South Locust Street) will be held on Tuesday, August 9, 2022 at 2:00 p.m. Only those individuals/contractors whom visit the site for an initial inspection of the area will be permitted to submit a bid.

#### **Proposal Format**

Proposals must be prepared and submitted in the following format:

- Identification

Name of company, including phone number, fax number, and mailing and electronic addresses and lead contractor that would be assigned to the project.

- Qualifications and Experience of the Firm

- a. A brief summary of the contractor's qualifications and capabilities.
- b. Past project experience including summaries of at least three (3) relevant projects and scopes of work, as well as client contact information.
- c. Proposal must identify those work elements to be subcontracted and the firm/individual subcontractor. All subcontractors shall be included in the applicant's statement of qualifications.
- d. Description of the approach that will be used to complete the tasks described in this scope of work.

- Preliminary Project Schedule

- a. Provide a proposed timeline for the commencement, duration and completion of this project while adhering to the mandatory completion date of October 31, 2022.

- Fee Schedule

- a. Basis of Bid Pricing Sheet, attached.
- b. Include standard billing rates and any unlisted project requirement components. Must include a written listing of all assumptions used to prepare price quotations. **If possible, identify suggested products to be used: include manufacturer's product name, make or model number and physical properties, appearance, and other characteristics of the specified product.**

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

- Business License
- Contractor's License
- Certificate of Insurance - at least \$1,000,000 liability limit with Upshur County Commission named as an additional insured
- Certificate of Coverage of Workers' Compensation or Approved Waiver
- Bid bond in the amount of ten percent (10%) of the proposal. The bond shall be issued by an insurance company licensed to do business in West Virginia or in the form of a certified check, cashier's check or irrevocable letter of credit. Upon

award of the contract, the bid bond will be returned and a performance bond must be obtained and filed with the Upshur County Commission.

- Affidavit of Non-Collusion
- Proof that all municipal business and occupation taxes levied or accrued against the contractor have been paid and a certificate of good standing from the Tax Commissioner are required before the final payment will be made, pursuant to WV Code §11-10-11(d).
- Any Additional Documentation as Required by the Owner

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

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

#### **Submission**

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

Upshur County Commission  
c/o Cindy Hughes  
Former Jail Facility Project: Porch Rehabilitation  
91 W Main Street, Suite 101  
Buckhannon, WV 26201

Proposals must be received no later than 4:00 p.m. on Wednesday, August 17, 2022.

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

#### **Evaluation Criteria**

All proposals which are deemed fully responsive to this RFP will be evaluated. To be deemed fully responsive, attendance at the pre-bid meeting as specified above, proposals must be submitted to the Upshur County Commission in the format specified and prior to the deadline at the address specified above. After receipt, proposals will be reviewed for responsiveness on Thursday, August 18, 2022 during the regularly scheduled Commission Meeting held in the Commission Meeting Room located at 38 West Main Street, Room 301, Buckhannon, WV 26201.

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

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

### **Additional Information**

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

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

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

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

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

Questions regarding this RFP may be directed to Cindy Hughes, Assistant County Administrator at [cmhughes@upshurcounty.org](mailto:cmhughes@upshurcounty.org) or (304) 472-0535 ext. 3 or Greg Harris, Facilities Director, at (304) 472-6717.

**Bid Pricing Sheet**

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

Item	Price (\$)
Base Bid: porch masonry rehabilitation	
Alternate 1: Paint lead abatement, if necessary.	
Alternate 2: Porch roof renovation	
Asbestos removal and disposal – if applicable	
Allowances:	
Dumpster Fee	
Other:	
B&O Taxes (if applicable)	
Other	
<b>Subtotal</b>	
<b>Total</b>	

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

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

The bidder agrees to perform all of the work outlined above for the Upshur County Former Jail Facility Porch Rehabilitation for the single lump sum price of: \_\_\_\_\_  
(\$\_\_\_\_\_).

**Contractor's Representations**

The undersigned bidder certifies that they have:

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Person Authorized to Sign

\_\_\_\_\_  
Name of Person Authorized to Sign

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address and Telephone Number

**Contractor's Certification of Eligibility**

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

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

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

---

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

---

Signature

---

Date

**Affidavit of Non-Collusion**

Upshur County, WV  
**Upshur County Former Jail Facility Project: Porch Rehabilitation**

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Name and Title of authorized representative

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing affidavit was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022  
by \_\_\_\_\_ representative for \_\_\_\_\_.

\_\_\_\_\_  
Notary

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

(seal)

**Drug Free Affidavit**

**WV-73**  
Approved / April 30, 2020



**State of West Virginia**  
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**  
**West Virginia Code §21-1D-5**

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

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

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

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

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WEST VIRGINIA,

COUNTY OF \_\_\_\_\_, TO-WIT:

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

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**WV Request for Statement of Good Standing**

**GSR-01****West Virginia**West Virginia  
State Tax

Rev. 11/15

**Request for Statement of Good Standing**

Department

Taxpayer Identification Number \_\_\_\_\_

Complete Business Name \_\_\_\_\_

Business Location \_\_\_\_\_

Mailing Address \_\_\_\_\_

Street

City

State

Zip

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

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

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

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

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

Taxpayer Signature

Title

Date

Print Name

Phone

E-mail

CPN Attorney Signature

Title

Date

Print Name

Phone

E-mail

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

Title

Date

Print Name

Phone

E-mail

State of West Virginia

County of — Select —, to-wit,

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

\_\_\_\_\_  
Notary public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Date

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

Name of person fax is to be addressed to: \_\_\_\_\_

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

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

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

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

Date \_\_\_\_\_

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

**Section 1 – Work**

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

1. The brick veneer will be cleaned utilizing a medium-pressure water-blasting operation using detergent masonry cleaners specifically designed to clean soiled masonry surfaces.
2. After inspection of the mortar joints within the specified area, all deteriorated, fractured or defective mortar joints will be removed until a sound mortar is reached. New closely matching mortar will be installed thereafter. Mortar testing will be necessary to match the existing mortar consistency and color.
3. Masonry repairs will include removal of all damaged, defective, fractured or missing brick units as defined as; a brick having lost greater than 50% of its original unit size, is structurally unsound, or is a brick unit where patching is undesirable.
4. After inspecting the stone cap head joints, repairs will need to be made to secure them and maintain their integrity. The existing joint material will be evacuated and cleaned then a bond breaker or a new backer rod, depending upon the depth of achievement, will be installed. Finally, a urethane sealant, applied per industry practices, shall be applied.
5. After proper surface preparation and cleaning, one coat of a surface-conditioning agent will be applied to the bare masonry, followed by two coats of elastomeric masonry coating to the designated area.
6. Testing of the paint for the presence of lead will be conducted, if necessary. If lead is detected, proper abatement action will be taken.
7. In order to maintain the aesthetic appeal and to fully secure the contents/files within the property, the porch roof integrity will be renovated. This includes removal of existing porch roofing materials to sheathing and install new underlayment, flashing, and asphalt roofing shingles to match the newly replaced roof as completed under Phase II.

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

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

Permits must be obtained by Contractor prior to construction.

### **Section 2 – Time Period for Project Completion**

Contractor shall coordinate work schedule with the Owner so as not to interfere or disturb ongoing building use and function. The project must be completed by October 31, 2022. Liquidated damages in the sum of one hundred fifty dollars (\$150) will be charged for each consecutive calendar day thereafter unless a written extension approval is provided. Written request for additional time required due to unforeseen delays will be considered only if submitted in writing within ten (10) calendar days of the event causing the delay.

### **Section 3 – Required Documentation from Contractor**

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

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

### **Section 4 – Sub-Contractor Restriction**

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

### **Section 5 – Bid Price for Project**

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

### **Section 6 – Change Orders**

A Change Order is a written instrument signed by the parties stating their agreement upon a change in the work, the amount of the adjustment or the method for computing the amount of the

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

### **Section 7 – Payment Procedures**

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

### **Section 8 – Contractor's Representations**

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

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

**Section 9 – Miscellaneous**

**Successors and Assigns:**

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

**Severability:**

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

**Debris and waste removal:**

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

**This Agreement will be effective on the \_\_\_\_ day of \_\_\_\_\_, 2022.**

**OWNER:**

**County Commission of Upshur County**

**CONTRACTOR:**

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

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

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

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

Address for Giving Notices:

Address for Giving Notices:

Office of the Upshur County Commission  
91 W. Main St, Suite 101  
Buckhannon, WV 26201  
Telephone: 304 / 472.0535  
Facsimile: 304 / 473.2802

Telephone:  
Facsimile:

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

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

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

TDD Numbers  
Business: 472-9550

July 14, 2022

Melissa Garretson Smith  
Executive Director  
WV Courthouse Facilities Improvement Authority  
2003 Quarrier Street  
Charleston, WV 25311

Project Number: ***18cycUpshur18CY2021 49***  
Grant Number: ***18cycUpshu2021***

Dear Ms. Smith,

Please accept this letter as an official request to extend the deadline for the completion of the second portion of the above referenced project to December 31, 2022. Due to an unforeseen restructuring of our office, this project was unable to be placed out to bid until recently. We are also still awaiting a response from the State Historic Preservation Office pertaining to our Information Sheet for Section 106 Review. The original deadline for completion given was October 31, 2022. Upon advertising, bids are due to be opened and reviewed on August 18, 2022. We anticipate for the physical work to be completed before the end of October; however, weather conditions and the availability of material/laborers are unknown. Your consideration of this request will be greatly appreciated.

Best regards,

Kristie G. Tenney  
Upshur County Commission President

## Amended Land 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](http://www.upshurcounty.org)

Per the Land Use Lease Agreement entered into on March 12, 2020 and the Amended Land Use Lease Agreement dated June 25, 2020, the Upshur County Commission agreed to lease property as outlined in this lease agreement to Donnie Tenney for a fee of \$1.00 per year.

Property Description: Property located on parcel number 7-3-14 of the Upshur County Land Maps. Per the attached map, a portion of this property is located within the special identified flood hazard area (Zone A) and a portion outside of the special identified flood hazard area (Zone X).

Authorized Property Usage(s): Lessee agrees to use the property for the sole purpose of planting and maintaining an experimental garden. Lessee was also permitted to plant two Hybrid American Chestnut trees within the fenced areas. No livestock or farm animals are permitted on said properties. No buildings or structures are permitted to be constructed on said properties.

Duration:

The original lease agreement commenced on March 12, 2020 and was subsequently extended through December 31, 2021. On June 30, 2022, Lessee requested for the lease to be extended by at least one year. The amended lease agreement will extend through December 31, 2023. 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. The Lessee shall communicate their desire of option to renew by written notice to the Upshur County Commission 90 days prior to the lease expiration date.

Rights and Responsibilities: The Upshur County Commission and or its authorized agents have the right to enter the property anytime during said lease term for inspection and or removal of items not authorized by this agreement. The Upshur County Commission and or its agents may revoke this agreement at anytime said terms and conditions have been violated.

Lessee Rights and Responsibilities: The Lessee has a right to maintain a garden on the above listed properties. The tenant will provide water for the garden from a source off-site. The lessee shall be responsible for the maintenance of the appearance of said properties with the exception of mowing and weed eating. The Lessee shall follow all environmental regulations in the production of said garden spot. The Lessee shall keep the properties free and clear of trash and items not associated with the normal production of a garden. As previously approved, a woven wire garden fence has been constructed on said properties. If the garden is modified or expanded, every effort shall be made to keep the garden and fencing outside the flood hazard area. If any portion of the garden extends to Zone A, all posts shall be placed at a minimum of 18", the suggested frost line, and at a minimum the four corner posts shall be set in concrete. A floodplain permit application shall be completed should the project be expanded. Due to the temporary nature of the project, the fence and posts shall be removed no later than December 31, 2023. The Lessee shall return the site to a neat and orderly condition with the ground graded, seeded and returned to a mowable condition.

Rules and Regulations: No alcoholic beverages, drugs or illegal activities shall be permitted on the premises at any time. The Tenant shall act lawfully and operate at all times in accordance with applicable federal, state and local laws.

Liability for damage to property or person: The Lessee assumes all risk of damage to or loss of its equipment howsoever caused and does release the Upshur County Commission and or its authorized agents from all claims and demands with respect thereto including to or loss of equipment arising from the act, default or omission of the Upshur County Commission and or its agents whatsoever. The Lessee shall hold the Upshur County Commission and or its authorized agents harmless from any and all claims, demands, actions, losses, causes of actions, proceedings, suits, damages, expenses or liability of any kind, including reasonable legal fees and expenses of litigation, brought on by any person, whether in respect of damage (including death) to person or property, arising from any occurrence occasioned, whether in whole or part whether directly or indirectly, by an act or omission or negligence of the lessee, it's agents, servants, employees, subcontractors, customers, invitees or licensees.

By signing below, parties agree to adhere to the terms and conditions of this Lease Agreement.

\_\_\_\_\_  
Upshur County Commissioner Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Upshur County Commissioner Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Upshur County Commissioner Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Lessee Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

-----Original Message-----

From: "Rachel Weber" <rachelfweber@yahoo.com>

Sent: Wednesday, June 29, 2022 12:19pm

To: "Kristie Tenney" <kgtenney@upshurcounty.org>

Subject: Letter of Interest

To Upshur County Commission (Upshur County Parks and Recreation Advisory Board),  
I am writing to state that I am interested in extending the length of my length of service as a member of the Upshur County Parks and Recreation Advisory Board for an additional term, if this is agreed upon by the Upshur County Commission.

Thank you,  
Rachel Weber

July 11, 2022

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

Dear Commissioners,

I am respectfully requesting reappointment to the Upshur County Enhanced Emergency Telephone Board as the EMS representative. If approved, my term of appointment will be July 1, 2022 to June 30, 2025.

Thank you for your consideration.

Sincerely,

  
Susan McKisic

---

## INTEROFFICE MEMORANDUM

---



TO: Upshur County Commission

FROM: Shelia M. Adams, Administrative Assistant

A handwritten signature in blue ink, appearing to be "S. Adams", is written over the printed name.

SUBJECT: Reappointment of James B. Kimble to the Upshur County Safe Sites and Structures Ordinance  
Enforcement Agency/Board

DATE: 7/12/2022

---

Commissioners,

I respectfully request the reappointment of James B. Kimble to the Upshur County Safe Sites and Structures Ordinance Enforcement Agency/Board as the Fire Chief representative. Upon approval Mr. Kimble's term will be July 1, 2022 to June 30, 2024

---

## INTEROFFICE MEMORANDUM

---



TO: Upshur County Commission

FROM: Shelia M. Adams, Administrative Assistant

A handwritten signature in blue ink, appearing to read "Shelia M. Adams", is written over the printed name.

SUBJECT: Reappointment of Stephen C. Wykoff to the Upshur County Enhanced Emergency Telephone Board

DATE: 7/11/2022

---

Commissioners,

I respectfully request the reappointment of Stephen C. Wykoff to the Upshur County Enhanced Emergency Telephone Board as the OEM representative. Upon approval Mr. Wykoff's term will be July 1, 2022 to June 30, 2025

---

## INTEROFFICE MEMORANDUM

---



TO: Upshur County Commission

FROM: Shelia M. Adams, Administrative Assistant

A handwritten signature in blue ink, appearing to read "Shelia M. Adams", is written over the printed name.

SUBJECT: Reappointment of Samuel R. Nolte to the Buckhannon-Upshur Airport Authority Board

DATE: 7/11/2022

---

Commissioners,

I respectfully request the reappointment of Samuel R. Nolte to the Buckhannon-Upshur Airport Authority Board as the county representative. Upon approval Mr. Nolte's term will be July 1, 2022 to June 30, 2025

## UPSHUR COUNTY ~ APPLICATION FOR COMMUNITY USE OF BUILDINGS, EQUIPMENT AND GROUNDS

## INSTRUCTIONS:

1. All information must be furnished before application can be processed.
2. Application must be filed with the County not less than ten (10) working days before intended use.

Organization Upshur County Recreation Location Requested Upshur Co Rec Park Basketball Court  
 Address PO Box 216 Buckhannon Date Application Filed 6/30/22  
 Contact Person Mitchell Shaw Office Phone 304-473-5236  
 (Present Duration of Rental)  
 Address 291 Circle Dr, Buckhannon Home Phone 304-517-3838  
 Date(s)/Time(s) of Activity 6/27/22 - 7/27/22 6:00 PM - 10:00 PM  
 Type of Activity Basketball  
 Special Equipment Desired: None  
 Names of Performing Groups (if not your group) \_\_\_\_\_

The undersigned and the above-named organization, jointly and severally, agree to be responsible for the terms of this agreement, including the payment of all expenses associated with the event, damages to premises and further agree to indemnify and hold Upshur County, its agents, servants, and employees harmless from any legal liability, injury or damage to any person or property in connection with the use of the County property. The undersigned certifies that he/she has read and understands the rules and regulations of the Upshur County for Community Use of County Property and that such rules and regulations will be enforced. The Upshur County must be named as an additional insured on the Organization's general liability policy with a minimum \$1,000,000 limit of general liability coverage. A Certificate of Insurance naming the Upshur County Commission as an "additional insured" must be provided with this application.

Upshur County Recreation	SHAW.MITCHELL. TODD.1289580588	Digitally signed by SHAW.MITCHELL.TODD.12895805 88 Date: 2022.06.30 13:48:40 -04'00'	President, Board of Director	6/30/22
Name of Group/Organization	Signature of Contact Person		Position	Date

Certificate of Insurance Attached ☒ Yes / No

County Named Add'l Insured ☒ Yes / No

Expiration Date 6/27/2023

Following the activity, a facility/grounds inspection will occur. The renter is responsible for any damage or vandalism that did occur during the duration of the activity.

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Approved By:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Travis Abel	
Abel & Associates Inc		<b>PHONE (A/C, No, Ext):</b> (304) 427-6500	<b>FAX (A/C, No):</b>
172 S. Kanawha St		<b>E-MAIL ADDRESS:</b> travis@abelinsgroup.com	
Buchanan WV 26201		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> PHILADELPHIA IND INS CO	<b>NAIC #</b> 18058
<b>INSURED</b>		<b>INSURER B:</b>	
Upshur County Recreation Complex		<b>INSURER C:</b>	
PO BOX 216		<b>INSURER D:</b>	
BUCKHANNON WV 26201-0161		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>		PHPK2433236	06/27/2022	06/27/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$100,000
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	OTHER:					
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
A	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					PER STATUTE OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The policy contains blanket additional insured coverage for the locations that the league holds their games.

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Travis Abel*

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# WOLF RUN MINING LLC

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



July 1, 2022

**CERTIFIED MAIL No. 7021 1970 0000 0908 4338**  
**Return Receipt Requested**

Upshur County Commission  
91 W. Main Street, Suite A  
Buckhannon, WV 26201



To Whom it May Concern:

In compliance with the surface mining laws of West Virginia, enclosed please find a copy of a Legal Advertisement for Wolf Run Mining LLC, Permit No. U-2002-01 to be placed in the local newspaper in conjunction with applying to the West Virginia Department of Environmental Protection for a Phase 3 release. This site is located in Washington District of Upshur County, 6.5 miles southeast of Buckhannon and discharges into Grassy Run of the Buckhannon River of the Tygart Valley River of the Monongahela River.

Current laws and regulations require that local agencies be notified of this release.

**Wolf Run Mining LLC**



Applicant: WOLF RUN MINING LLC  
 Reference ID: U-2002-01 (Imperial) Phase 3 Release (06/16/2022)  
 MR-7-AD: Advertisement  
 Status: New

Type: Phase 3 Release (Final)  
 Permit ID: U200201  
 Printed: Jun. 28, 2022 10:06 AM

## INSTRUCTIONS

This advertisement is for an application for a release of an Article 3 permit.

Ad will be published once a week for four successive weeks with six full days between publication. **Advertisement must include a location map.**

Initial Date of Publication:

*Tuesday*  
*July 5, 2022*

Final Date of Publication:

*July 26, 2022*

## ADVERTISEMENT

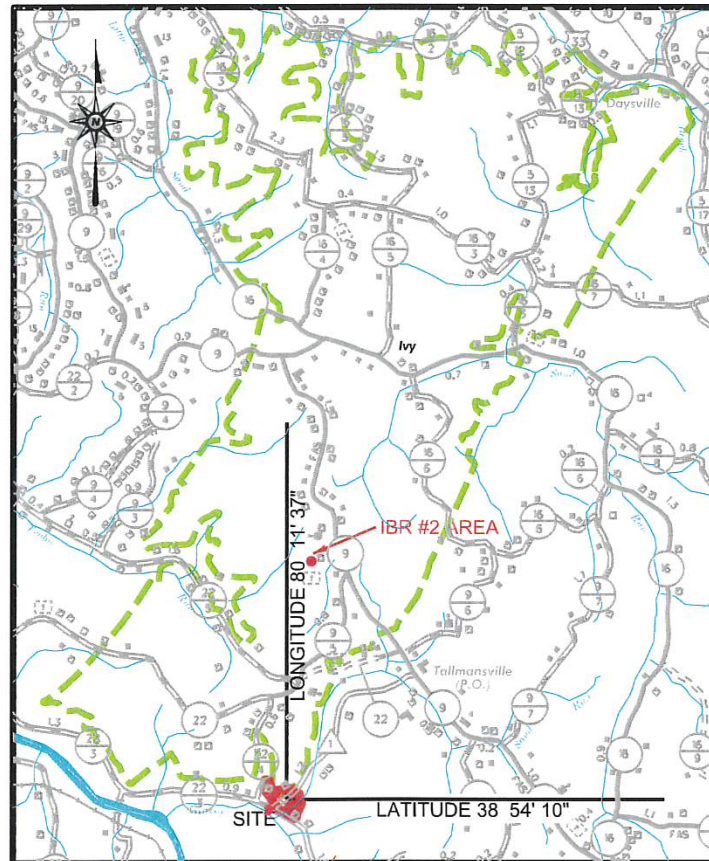
WOLF RUN MINING LLC, 100 TYGART DR, GRAFTON, WV 26354

Notice is hereby given that  
 has submitted an application with the Department of Environmental Protection (DEP), 47 School Street, Suite 301,  
 Philippi, WV, 26416-1600 for a Phase 3 release on Permit Number U200201 issued for  
 16.25 acres.

The permit is located in Washington County, 6.5 miles southeast (Direction) of Buckhannon (Nearest PO) on Grassy Run  
 District of Upshur  
 (Primary Receiving Stream) of Buckhannon River  
 (Secondary Receiving Stream) of Tygart Valley River  
 (Major Drainage Basin).

WOLF RUN MINING LLC completed final reclamation on 8/03/2017 (Date) and is requesting release of 100 percent of the reclamation performance bond currently in the amount of \$13,860.00 .

Written comments will be received at the DEP address above until *August 25, 2022*, or thirty (30) days from date of final publication.



## LOCATION MAP

SCALE: 1" = 1 MILE

Permit U-2002-01 will discharge into  
Grassy Run of the Buckhannon River  
of the Tygart Valley River  
of the Monongahela River.

The site is located 6.5 miles Southeast of Buckhannon, WV in  
WASHINGTON DISTRICT, UPSHUR COUNTY, WV

REQUEST FOR APPLICANTS

PART-TIME POSITION

UPSHUR COUNTY ASSESSOR'S OFFICE

The Upshur County Assessor's Office is seeking qualified applicants for a part-time position.

Must have general knowledge of Upshur County, good communication skills, basic computer skills and be willing to take classes to meet State requirements. Duties include, but are not limited to: Data Entry, Scanning and Archiving Documents, and Assisting Taxpayers. Successful applicants will be required to complete a background check. Pay rate for this position is \$11.00 an hour with no more than 19.5 hours per week.

Applications may be picked up at:

Upshur County Assessor's Office

38 W Main Street Room 102

Buckhannon, WV 26201

Or online by visiting <http://www.upshurcounty.org/Application%202017.pdf>

Application and resumes must be received by 4:00 pm on July 22, 2022. Please do not make phone inquiries about this position. Employment with the Assessor's Office is available to all qualified applicants without regard to actual or perceived race, creed, color, national origin, sex, gender identity, sexual orientation, disability, age or handicap. Upshur County has established a drug free and tobacco free work environment.

## UPSHUR COUNTY COMMISSION

DEPARTMENT: Addressing and Mapping

**MONTH / YEAR:**

2002

[illegible]

MONTH/YEAR: May - 2022

[illegible]

Department: Dog Pound

Month/Year: MAY 2022

[illegible]

# UPSHUR COUNTY COMMISSION MONTHLY MILEAGE LOG

**MONTH / Year May 2022**

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Steve Wykoff	2019 Chevy 2500	2GC2KREG1121064	9657	9765	108	0
<b>GRAND TOTALS</b>					108	0

## MONTHLY MILEAGE LOG

MONTH / YEAR: May 2022

[illegible]

## DEPARTMENT:

Maintenance

**MONTH / YEAR:**

May 2022

[illegible]

## MONTHLY MILEAGE LOG

## Maintenance

May 2022

[illegible]

[illegible]

**DEPARTMENT: Upshur 911**

**MONTH / YEAR: May 2022**

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	2021 Ford Explorer	1FMSK8BH4MGC9760	3619	4185	566	15.5
					0	
					0	
					0	
					0	
					0	
					0	
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					0	
					0	
					0	
					0	
					0	
<b>GRAND TOTALS</b>					566	15.5



**LIBRARY HOURS**  
 Mon: Closed  
 Tues: 9AM - 7PM  
 Wed: Closed  
 Thurs: 9AM - 7PM  
 Fri: 9AM - 6PM  
 Sat: Closed  
 Sun: Closed

July  
2022

**JAMES W CURRY LIBRARY**  
 1721 Brooks Hill Road French Creek WV 26218  
 304-924-6724  
 @jwcp1

*Governor's Palace  
Williamsburg, Va*

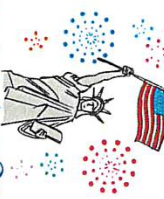
### UNFOLDING THE UNIVERSE - JULY 12 from 5 pm -9 pm

Join Education Outreach Specialist Josh Revels, of the Katherine Johnson NASA IV&V ERC for "Unfolding the Universe." Build an unfoldable satellite, watch the live broadcast of the James Webb Space Telescope's first images, explore the science and magic of infrared light, go star hopping to learn what is visible in the summer sky, and get a close up look at the waxing gibbous moon through a telescope as part of our Read Beyond the Beaten Path Summer Reading Program.

### Beth Henry-Vance - JULY 19 from 5 pm -7 pm

Join Beth Henry-Vance of the West Virginia Youth Environmental Program, part of the Department of Environmental Protection, as she helps us learn to leave no trace, play a recycling game, explore the life of a turtle and upcycle an old t-shirt into a tote bag as part of our Read Beyondthe Beaten Path Summer Reading Program.

### Independence Day



**Callanetics  
with Bev'ly Ann  
11:00 AM**

**Read Beyond the  
Beaten Path  
Summer Reading  
5 pm - 7 pm**

**Callanetics  
with Bev'ly Ann  
11:00 AM**

**Read Beyond the  
Beaten Path  
Summer Reading  
5 pm - 9 pm**

**Callanetics  
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11:00 AM**

**Callanetics  
with Bev'ly Ann  
11:00 AM**

**City Council of Buckhannon – 7:00 pm in Council Chambers  
Meeting Agenda for Thursday, July 7, 2022**

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

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

**A. Call to Order**

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

**B. Recognized Guests**

- B.1 Official Oath Probationary Firefighter Lyndon Reinking
- B.2 Robin Oldaker- Proclamation-Relay For Life
- B.3 Rhett Dusenbury-District Representative Congressman Alex Mooney (E.4)
- B.4 Jewel Fisher-Assistant Coordinator for Buckhannon Police Department VIPS (F.1)

**C. Department & Board Reports**

- C.1 Public Works Director- Jerry Arnold (F.3)
- C.2 Finance Director- Amberle Jenkins (E.5, F.4, F.7, F.8, F.9)
- C.3 Fire Chief- JB Kimble (B.1, F.2)
- C.4 City Attorney- Tom O'Neill (F.10)

**D. Correspondence & Information**

- D.1 Official Oath of Office Council Member David Thomas
- D.2 Official Oath of Office Council Member David McCauley
- D.3 Official Oath of Officer City Recorder Randall Sanders
- D.4 Report of Cat & Dog Activity –Upshur County Commission-May 2022
- D.5 Letter Agreement COB & UCBOE-Structure Razing-9 East Victoria Street
- D.6 City PR: Buckhannon Independence Day Celebration
- D.7 FOIA Request from SmartProcure for PO/Vendor Information from 03/09/22 to current
- D.8 Special Session of City Council on July 12, 2022 at 1:30pm: Probationary Police Officer Interviews

**E. Consent Agenda**

- E.1 Approval of Minutes -Regular Meeting 06/16/2022
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bill
- E.4 Request Congressman Alex Mooney Constituent Services Table-August 5<sup>th</sup> & 6<sup>th</sup> on Main Street
- E.5 Lease Renewal Agreement for Buckhannon River Public Access Site –Walk Trail Lane between COB & State of WV  
Department of Commerce Division of Natural Resources

**F. Strategic Issues for Discussion and/or Vote**

- F.1 Request from Buckhannon Police VIPS Financial Support for the Fire/EMS Recognition Banquet on 07/30/22
- F.2 Approval MOU between COB & UCDHSEM Re: FCC License & Tower Equipment Maintenance –Fire Frequencies  
Operation Channels
- F.3 Request from CPWB Placement of Two ADA Parking Signs on N. Spring Street
- F.4 Approval Policy for Organizations Requesting Financial Support
- F.5 Approval Use of City Hall Space-WAMSB Headquarters July 17 to July 24, 2023
- F.6 Approval for City Employees to Assist with WAMSB Event July 17 to July 24, 2023
- F.7 Approval Resolution 2022-04 Budget Revision #1 Coal Tax FY 2022/23
- F.8 Approval Resolution 2022-05 Budget Revision #1 General Fund FY 2022/23
- F.9 Approval to Participate & Accept the DEP's Reclamation of Abandoned and Dilapidated Properties Program
- F.10 Approval Ordinance No. 459 State Building Code Adoption 2<sup>nd</sup> Final/Reading
- F.11 Approval City of Buckhannon Appointments FY 2022/2023
- F.12 Approval to Proceed with the Madison Street Project Design and Construction Work

**G. Comments and Announcements**

- G.1 Pamela Bucklew
- G.2 C J Rylands
- G.3 David Thomas
- G.4 Jack Reger
- G.5 David McCauley
- G.6 Randall Sanders (F.5, F.6)

**H. Mayor's Comments and Announcements (F.11)**

**I. Adjournment**

Posted 07/01/2022      Next Regular Scheduled City Council Meeting Thursday, July 21, 2022

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

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

***Monday, July 11, 2022 at 4:00 pm***

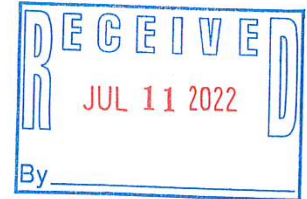
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- A. Call to order
- B. Recognized guests and public comment period
- C. Officer/Committee/Consultant Reports:
  - President's Report – Tom O'Neill
  - Treasurer's Report – Phil Loftis, Treasurer
    - Approval of annual fuel adjustments 100 LL -1148.68 gallons & Jet A -245.52 gallons
    - Discuss/Approval to purchase AlarmPro gate access equipment upgrade
    - Approval of Ace Property & Casualty Insurance Co. airport liability policy renewal; \$5,783.64
    - Discussion/ possible motion regarding Citizens Bank Loan 30024596
  - Secretary's Report – Brian Huffman, Secretary
  - Engineering Reports – Chapman Technical
  - GM Committee Report
    - Job description review/budget findings *(Item may lead to executive session)*
  - Operations – Jamie Wilt, Jennifer Powers
    - Jamie**
      - A new gate SOS gate opener has been ordered
      - Estimates for B-2 hangar issues
    - Jenny**
      - Discussion/approval of courtesy car use policy
      - Schedule of Expenditures for Federal & State Awards has been filed
- D. Consent Agenda:
  - Approval of Minutes
  - Approval of Treasurer'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
    - Update and possible action regarding lease negotiations (HealthNet Aeromedical, B1, and B2 tenants)
- 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 ([treasurer@flywv22.com](mailto:treasurer@flywv22.com) or 304-613-9321) 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.

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



**Adrian Public Service District**  
June 1, 2022  
Monthly Board Meeting

Present from Adrian PSD: Kelly Arnold, Carolyn Douglas, Eric Brunn, Alicia Wright and Norma Woody.

Visitors in attendance: Trey Hornor

All motions were unanimous unless otherwise noted.

The meeting was called to order at 3:00 pm by Vice Chairman, Carolyn Douglas.

Minutes of the May 5<sup>th</sup> meeting were read. Kelly made the motion to approve the minutes and Carolyn second.

Invoices were presented. A motion was made to pay by Carolyn, second by Kelly.

**Old Business**

- Phase VIII/Pickens update provided by Trey Hornor and Norma Woody. The Ricottilli tank site condemnation process has begun. A hearing date of Thursday, June 2, 2022 is scheduled before Judge David Wilmoth at Randolph County Circuit Courtroom for a decision. Our attorney, Norm Farley will be handling the case on behalf of Adrian Public Service District.

**New Business**

- None

**Items for Discussion/Action/Approval**

- Trey Hornor, Hornor Brothers Engineering provided an update concerning the Ricottilli tank site condemnation and hearing.
- Trey discussed project funding with the board for Phase VIII Pickens. The board agreed to move forward with the project and bid process once the right to entry is granted for Ricottilli tank site.
- Norma updated the board on the progress of Public Service Commission formal response. The commission recommends dismissal to the adjudication law judge.
- Driveway sealant will commence on June 3, 2022 by Sealcoat Concepts. The driveway and parking lot will be closed over the weekend to the public.
- Due to Paul Spencer, Chairman unable to attend, the board rescheduled a special meeting Monday, June 13, 2022 to discuss employee compensation review.

**Maintenance Report**

- Mid Atlantic Storage repairing Big Bend Tank. Tank brought in to bypass while repairs being made.

**Office Report**

- None

**Adjournment**

The meeting adjourned at 4:00 pm. Next regular meeting will be July 7, 2022 at 3:00 pm

Board of Directors

*Paul Spencer*  
Paul Spencer, Chairman

*Carolyn Douglas*  
Carolyn Douglas, Vice Chairman

*Kelly Arnold*  
Kelly Arnold, Sec., Treas.

**Adrian Public Service District**  
June 13, 2022  
Special Board Meeting

Present from Adrian PSD: Paul Spencer, Kelly Arnold, Carolyn Douglas.

All motions were unanimous unless otherwise noted.


The meeting was called to order at 4:00pm by Chairman Spencer.


**Items for Discussion/Action/Approval**

- The board reviewed recommendations from Norma Woody, Manager and Eric Brunn, Chief Water Operator concerning employee compensation review. The board unanimously agreed to give employees raises in accordance to performance and recommendation. The board also voted to retain Alicia Wright as a full-time benefited position, and with recommendation from Norma Woody, Manager to make her Assistant Manager. The meeting adjourned at 5:00 pm. Next regular meeting will be July 7, 2022 at 3:00 pm.

Board of Directors

  
Paul Spencer, Chairman

  
Carolyn Douglas, Vice Chairman

  
Kelly Arnold, Sec., Treas.

