

Upshur County Commission Meeting Agenda

Agenda packets are available electronically at http://www.upshurcounty.org/agenda_and_minutes/index.php or by request to the Upshur County Commission Office at 304-472-0535

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

Date of Meeting: May 19, 2022

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• May 5, 2022*

9:15 a.m. Bid opening and potential award – One new half-ton truck for Lewis-Upshur Community Corrections * Pages 5-6

9:30 a.m. Certification of 2022 Primary Election Results for Upshur County only *

1:00 p.m. Supervisor Meeting

2:00 p.m. Policy Board Meeting

Items for Discussion / Action / Approval:

1. Review, approval and signature of an agreement by and between the State of West Virginia, the Department of Arts, Culture and History, and the Records Management and Preservation Board and the Upshur County Commission for a Records Management and Preservation Grant in the amount of \$9,795 to digitize grantee/grantor deed index books (1984-1988) located in the Upshur County Clerk's Office. The term of the project is July 1, 2022 – June 30, 2023. * Pages 7-10
2. Review and signature of a proposal between the Upshur County Commission and Landmark geospatial to provide "as needed" GIS technical support services for the Upshur County Office of Addressing and Mapping for a twelve-month period from date of execution. This agreement shall automatically renew for consecutive annual terms unless terminated by either party via 30 day written notice. Upon approval, services will be billed at \$80.00 per hour. * Pages 11-12
3. Review and approval of WYK Associates, Inc. scope of work and fee schedule for Architectural/Engineering services for the Upshur County Courthouse Annex HVAC Upgrade Project. Upon approval, the stipulated sum to be paid is \$57,450. * Pages 13-26
4. Correspondence from Laura B. Meadows, Executive Director of the Upshur County Convention & Visitors Bureau (CVB), requesting the re-appointment of Tabatha Perry as the County Commission representative to the CVB Board of Directors. Upon approval, this second term will be effective July 1, 2022 through June 30, 2025. * Page 27

5. Consider resignation of employee. *
Item may lead to Executive Session per WV Code §6-9A-4 (A) [Under separate cover](#)
6. Correspondence from Virgil D. Miller, Sheriff of Upshur County, requesting the approval for advertisement of (1) part-time Courthouse Security position. This position will work no more than 19.5 hours per week and will begin employment on June 6, 2022. Applications will be due no later than Tuesday, May 31, 2022.
* [Pages 28-29](#)
7. Approval of employment of Upshur County Youth Camp Staff, effective May 23, 2022. *
Item may lead to Executive Session per WV Code §6-9A-4 [Under separate cover](#)
8. Correspondence from Barry Lynn Row, contract counselor, terminating his contract with the 26th Judicial Circuit Community Corrections Day Report Center, effective June 5, 2022. The Commission previously approved the hiring of a contract counselor during the regularly scheduled Commission Meeting held on October 25, 2018. *
Item may lead to Executive Session per WV Code §6-9A-4 [Under separate cover](#)
9. Correspondence from Cheyenne Troxell, 26th Judicial Circuit Community Corrections Program Director, requesting the transfer of Andrew Pinkney from part-time to full-time Drug Court Counselor for Upshur and Lewis Counties, effective June 6, 2022. *
Item may lead to Executive Session per WV Code §6-9A-4 [Under separate cover](#)
10. Approval of advertisement for a full-time Case Aide position with the 26th Judicial Circuit Community Corrections Day Report Center. The position is 40 hours per week with a beginning rate of pay of \$16.50 per hour. Applications are due on or before close of business on June 3, 2022. * [Pages 30-31](#)
11. Correspondence from Cheyenne Troxell, 26th Judicial Circuit Community Corrections Program Director, requesting the approval of a pay increase for Cheyenne Troxell, Tom Posey, Samantha Ribeiro Matos, Linda Barnhouse, Kelly Bowyer, Cody Hannah, Brooklyn Queen, Chad Simmons and Taylor Rolenson as approved by the 26th Judicial Community Corrections Board during their meeting on May 9, 2022. Upon approval, the increase will take effect July 1, 2022 and be paid out of the Community Corrections Funds. *
Item may lead to Executive Session per WV Code §6-9A-4 [Under separate cover](#)
12. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off, Remote Work Request(s).

For Your Information:

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

1. Standard Form of Agreement Between the Upshur-Buckhannon Board of Health and City Construction Company, Inc. and Change Order #1 for the renovations to the Upshur-Buckhannon-Health Department. The original contract sum was \$298,601 and the new contract sum including the change order will be \$307,530. [Pages 32-41](#)

2. Review correspondence related to the Upshur County Safe Structures and Sites Enforcement Board Case number 070821-02 (Banks District – Tax Map 4-Parcel Number 2) previously owned by the Estate of David Miller. [Pages 42-43](#)
3. Notice from Columbia Gas Transmissions a wholly owned indirect subsidiary of TC Energy Pipeline USA Ltd. Plans to patrol it's WB Loop pipeline using an Unmanned Aerial Vehicle (UAV), also known as a "drone", on or near Commission owned property, with the presence of workers and vehicles. [Page 44](#)
4. Statewide Transportation Improvement Program (STIP) FFY 2020-2025 Program Amendment #9. [Pages 45-47](#)
5. Upshur County Sheriff's Financial Statement for period ending April 2022 [Pages 48-49](#)
6. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - James W. Curry Library May 2022 Calendar of Events [Page 50](#)
 - b) Agendas and/or Notice of Meetings:

• Buckhannon-Upshur Airport Authority	May 9, 2022	Page 51
• Upshur County Farmland Protection Board	May 11, 2022	Page 52
• Upshur County Safe Sites and Structures Enforcement Board	May 12, 2022	Page 53
• City Council of Buckhannon	May 17, 2022	Page 54

 Meeting Minutes:

• Elkins Road PSD	April 5, 2022	Pages 55-56
• Adrian PSD	April 7, 2022	Page 57
• Upshur County Solid Waste Authority	April 11, 2022	Pages 58-59
• Tennerton PSD	April 13, 2022	Page 60
• Upshur County Convention and Visitors Bureau Board	April 13, 2022	Pages 61-62
 - c) Meetings:

• 05/03/22 5:00 p.m.	Elkins Road PSD
• 05/05/22 7:00 p.m.	Banks District VFD
• 05/05/22 7:00 p.m.	City Council of Buckhannon
• 05/05/22 7:00 p.m.	Selbyville VFD
• 05/05/22 6:00 p.m.	Buckhannon-Upshur Board of Health
• 05/05/22 3:00 p.m.	Adrian PSD
• 05/09/22 6:00 p.m.	Lewis-Upshur Community Corrections Board – Upshur Co
• 05/10/22 4:00 p.m.	Hodgesville PSD
• 05/10/22 7:30 p.m.	Adrian VFD
• 05/13/22 7:00 a.m.	Upshur County Development Authority – Full Board
• 05/10/22 12:00 p.m.	Upshur County Senior Center Board
• 05/10/22 7:00 p.m.	Warren District VFD
• 05/11/22 3:00 p.m.	Upshur County Conventions & Visitors Bureau
• 05/11/22 3:00 p.m.	Tennerton PSD
• 05/11/22 12:00 p.m.	Buckhannon-Upshur Chamber of Commerce
• 05/11/22 7:00 p.m.	Ellamore VFD

- 05/11/22 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 05/12/22 7:00 a.m. Upshur County Development Authority *Executive Board
- 05/12/22 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 05/12/22 7:30 p.m. Buckhannon VFD
- 05/08/22 6:00 p.m. Washington District VFD
- 05/09/22 12:00 p.m. Upshur County Family Resource Network
- 05/09/22 4:30 p.m. Upshur County Solid Waste Authority
- 05/09/22 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 05/09/22 4:00 p.m. Buckhannon Upshur Airport Authority
- 05/17/22 6:30 p.m. Upshur County Fire Board, Inc.
- 05/18/22 4:00 p.m. Upshur County Public Library Board
- 05/18/22 12:00 p.m. Lewis Upshur LEPC – Upshur Co.
- 05/19/22 6:30 p.m. Upshur County Youth Camp Board
- 05/19/22 5:00 p.m. Upshur County Farmland Protection Board
- 05/24/22 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 05/24/22 3:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 05/25/22 7:00 p.m. Upshur County Fire Fighters Association

7. 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. 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)

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)

Next Regular Meeting of the Upshur County Commission

May 26, 2022 --- 9:00 a.m.

Upshur County Courthouse Annex

*****The Commission Meeting scheduled for Thursday, June 9, 2022 is CANCELLED*****

Request for Bids

Community Corrections Vehicle – 1 New Half Ton Truck

The Office of the Upshur County Commission is requesting sealed bid proposals for the above referenced purchase located at the Lewis-Upshur Community Corrections Office, 25 W. Main Street, Buckhannon, located in Upshur County, West Virginia. Minimum specifications for bid are available upon request to trperry@upshurcounty.org. Bid must specify anticipated vehicle delivery date.

The Upshur County Commission and/or Lewis Upshur Community Corrections reserves the right to award the bid for the vehicle based upon certain criteria, including but not limited to, submitted bid price, estimated delivery date, proximity to the Upshur County Courthouse, references and/or any other factor determined to be in the best interest for the purchase of the vehicle.

Any and all sealed bids must be received no later than 4 p.m. on
May 18, 2022 at the following address:

Office of the Upshur County Commission
Sealed Bid – Community Corrections Vehicle
91 W Main Street, Suite 101
Buckhannon, WV 26201

Sealed bids received by the above deadline will be opened, reviewed, and read aloud by the Upshur County Commission at 9:15 a.m. on Thursday, May 19, 2022.

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.

Publish 4/26/2022, 5/3/2022

APPROVED

APR 21 2022

UPSHUR COUNTY COMMISSION


COMMUNITY CORRECTIONS VEHICLE MINIMUM SPECIFICATIONS

Half Ton Truck

- Super Crew Cab
- Short Bed with Liner
- 4 Wheel Drive
- 6 or 8 Cylinder Engine (Gasoline/ Non-Diesel)
- Automatic Transmission
- Power Steering
- Tow Package
- Air Conditioning
- Power Windows
- Power Door Locks
- Tilt/Telescoping Steering Column
- Cloth Front Seat with Vinyl Rear Bench
- Rubber or Carpet Floor
- Rear View Camera
- Remote Keyless Entry
- Remote Start Capability
- Anti-Theft System
- All Terrain Tires
- Exterior Color: Black, Silver, White or Grey

STATE OF WEST VIRGINIA
Agreement between the
Department of Arts, Culture and History
For and on behalf of Archives and History
For and on behalf of the Records Management and Preservation Board
and the Upshur County Commission

This AGREEMENT is made and entered into this the **1st day of July 2022** by and between the State of West Virginia, the Department of Arts, Culture and History, and the Records Management and Preservation Board, hereinafter referred to as WVDACH, and the County Commission, hereinafter referred to as GRANTEE.

WHEREAS, the WVDACH is expressly authorized by Article 1, Chapter 29 of the *Code* of West Virginia, One Thousand Nine Hundred Thirty-One, as amended, on behalf of the Records Management and Preservation Board, in the exercise of its lawful duties, to administer state funds appropriated through the West Virginia Legislature from the public records and preservation revenue account to be granted by the Records Management and Preservation Board to county government entities participating in the County Records Management and Preservation Grant Program, Title 100 CSR1; and

WHEREAS, the GRANTEE submitted a request for funds to support a records project under the County Records Management and Preservation Grant Program, which the Records Management and Preservation Board approved on January 10, 2022 to provide the GRANTEE, as per Number 3 of this Agreement, and/or any provisos thereto stipulated by the Records Management and Preservation Board and agreed to by the GRANTEE.

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

1. The WVDACH and the GRANTEE agree to cooperate in the implementation of the records management and preservation project referenced above and in compliance with Records Management and Preservation Board rules, regulations and policies.
2. The term of this project shall be for fiscal year **July 1, 2022, through June 30, 2023**, or through completion of the project, whichever comes first.
3. The WVDACH agrees to grant to the GRANTEE the sum of \$9,795, and the county must provide a cash match of at least ten percent (10%) of all grant funds expended. The Records Management and Preservation Board award must be expended as follows:

County Clerk: \$9,795, to digitize grantee/grantor deed index books (1984-1988). It is the responsibility of the county and office holder to verify the digital images are exact duplicates of the original records and to provide copies of all images in TIFF format to Archives and History. The images provided will not be retained beyond the life of the storage device.

4. The GRANTEE certifies that it has the required cash-matching capabilities as submitted in its referenced grant application.
5. The WVDACH only agrees to transfer funds to reimburse the grantee on a quarterly basis for eligible expenditures in the referenced grant as provided in the Grant Management Packet (Invoice and supporting documentation).
6. The GRANTEE agrees to comply with all applicable federal, state and county laws, rules, regulations and policies, including but not restricted to purchasing and competitive bidding rules and procedures for purchases of equipment, services, and hiring or employing staff or contract workers, promulgated thereunder.
7. The GRANTEE hereby represents that it possesses the legal authority to contract for this Agreement, as per copy of the resolution, motion or similar action which was clearly adopted by the County Commission; and further, that it has directed and authorized the official representative to act in connection with this Agreement.
8. The GRANTEE agrees to submit quarterly Project Status Reports, Project Financial Expenditure Status Reports, supporting documentation and forms. The Final Report is due within 90 days of completion of the grant project.
9. The GRANTEE agrees to provide Government Pricing for goods and services and to maintain accurate records in accordance with generally accepted accounting principles and procedures, and to comply with requirements of the Single Audit Act of 1984 and OMB Circular A-128, in connection with referenced grant.
10. The GRANTEE agrees to obtain prior approval from the director of Archives and History, as staff to the Records Management and Preservation Board, for any amendment to the scope of work, products, budget, or reporting requirements.
11. It is the understanding of all parties to this Agreement that the WVDACH, by joining in this Agreement, does not pledge, or promise to pledge, the assets of the State of West Virginia, and does not promise to pay any part of the contract sum provided in this agreement from the monies of the Treasury of the State of West Virginia, except such monies as shall be appropriated by the West Virginia Legislature.
12. The GRANTEE shall hold and save the WVDACH and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the GRANTEE.
13. This Agreement may be terminated with the consent of both parties or by either party because of non-performance by the other. Such termination must be in writing and

GRANTEE must submit a final report, on the form provided in the Grant Management Packet, documenting work performed and expenditures incurred during the term of the Agreement. GRANTEE must request grant extensions in writing to the Director on or before April 1st of the grant year. The request must demonstrate a good faith effort to conduct and make progress on the project for which the RMPB funds were made available; include a statement explaining and providing justification for failure to complete the project; and provide a written schedule and explanation for completion of the project within the period of time requested, this being no later than December 31 of the calendar year the grant was to have been completed. A county which receives a grant for the forthcoming fiscal year may not request an extension on the current fiscal year's grant.

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

President of the County Commission

Date

Aaron Parson, Director, Archives and History

Date

Records Management and Preservation Board Certification

I certify that I reviewed the Agreement for the County Records Management and Preservation Grant Program. I acknowledge that the grant requirements and county obligations were explained to me, and that I was given the opportunity to ask questions, and that I understand and will comply with these requirements.

I agree to have the grant Agreement signed by the President of the County Commission, and return it to Denise Ferguson, Archives and History, The Culture Center, Building 9, 1900 Kanawha Boulevard, East, Charleston, WV 25305-0300 within five working days.

County Grant Contact: Tamatha R. Perry, county Administrator.

Phone Number: 304-472-0535 x2

E-mail: trperry@upshurcounty.org

Date: May 19, 2022



P.O. Box 205
Horner, WV 26372-0205
Telephone (304) 269-4831
Facsimile (304) 269-6300

May 13, 2022

Terri Jo Bennett
Upshur County Addressing and Mapping Coordinator
38 West Main Street Room 303
Buckhannon, WV 26201

Dear Mrs. Bennett:

Landmark Geospatial appreciates the opportunity to submit our proposal for technical GIS support services for Upshur County, West Virginia. If this proposal meets with your approval, please sign and return a copy to the following address:

Brian Mills
Landmark Geospatial
P.O. Box 205
Horner, WV 26372
brian@landmarkforestry.com

If you have any questions regarding the information submitted, please contact me at (304) 269-4831. We look forward to continuing our working relationship with you.

Sincerely,

Brian Mills
Project Manager
Landmark Geospatial

Upshur County, West Virginia

(Client)

By:

Signature

Date:

Contract Overview

Landmark Geospatial is pleased to provide our proposal for GIS technical support services for the Upshur County Office of Addressing and Mapping. The services described here in are intended to support general service requests and are not in direct conjunction with services or products provided or supported in other contracted services between Upshur County and Landmark Geospatial.

Landmark Geospatial proposes the following to provide this service:

Support Services

This contract intends on setting a foundation for GIS services that Landmark may provide to the county. Upon an "as-needed" basis, the Upshur County Office of Addressing and Mapping may contact Landmark with general GIS support inquiries and minimal GIS tasks. Landmark will dedicate their time to helping the client when the time becomes available. Landmark will do their best to prioritize support for the county. However, due to the spontaneity of typical support calls, Landmark may not be immediately available. If the scope of a potential GIS task is substantial, Landmark may suggest that a specific contract be made in order to complete the said task. This particular contract is inclusive of all work performed outside of any task-specific contracts that may come to fruition with the county.

The client will be billed at a hourly rate of \$80.00 per hour. Upon request, Landmark will attempt to communicate a time estimate to the client regarding an item of support. By no means is the said estimate a final cost. Landmark will communicate with the client periodically in cases where estimated time is exceeded by a significant amount.

Support items may consist of (but are not limited to):

- General questions regarding ArcGIS software and/or GIS data
- Map creation
- Data formatting
- Software installation
- Data updates and transfers.

Cost Breakdown

Task	Description	Cost
GIS Support	All GIS work and technical support provided by Landmark outside of the bounds of any current or future contracts with Upshur County.	\$80.00/hr

Payment Terms

Invoicing will be issued from Landmark Forestry LLC, PO Box 205, Horner, WV 26372 FEIN # 55-0778314 on a monthly basis for time accrued during the previous month and payment will be due within 30 days of the invoice date.

Term

This Agreement is effective for an initial term of 12 months, from the date of execution, and shall automatically renew for consecutive annual terms. The Agreement may be terminated by either party with a 30 day written notice, and altered by written agreement of both parties.



AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 11th day of May in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

WYK Associates, Inc.
205 Washington Avenue
Clarksburg, WV 26301

for the following Project:
(Name, location and detailed description)

Upshur County Courthouse Annex – HVAC Upgrade
40 West Main Street, Buckhannon, WV 26201

The project consists of HVAC upgrades to the Upshur County Courthouse Annex as summarized by SBM per Exhibit A attached. Work also includes Architectural work of making the Boiler Room more acoustically friendly and painting the Boiler Room floors.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The project consists of HVAC upgrades to the Upshur County Courthouse Annex as summarized by SBM per Exhibit A attached. Work also includes Architectural work of making the Boiler Room more acoustically friendly and painting the Boiler Room floors.

WYK will administer the project and execute the bid documents for the general requirement sand architectural work related to the HVAC upgrades. WYK and SBM will provide the Architectural and Engineering services which includes schematic design, design development, construction documents, bidding and construction administration services as well as an 11- month warranty walk through with the owner and contractor.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

Init.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no warranties, either express or implied, with respect to service provided under this Agreement.

§ 2.2 The Architect shall indemnify and hold the Owner and the Owner's Officers and employees harmless from and against damages, losses, and judgment, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 2.3 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

1 General Liability

\$1,000,000.00	Each Occurrence
\$2,000,000.00	Aggregate

2 Automobile Liability

\$1,000,000.00	Each Accident
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3 Workers' Compensation

\$100,000.00	Each Accident
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4 Professional Liability

\$1,000,000.00	Each Claim
\$1,000,000.00	Aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, HVAC, plumbing and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services (As Required by West Virginia Code Chapter 30, Article 12, Section 11A)

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The

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Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

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§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

Any additional Site Visits in excess of that stated in Section 4.2.2 will be billable at a cost of \$750 per Site Visit.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services twelve (12) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

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§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the

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place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement for a period of 60 days or greater, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$57,450.00 (Fifty-Seven Thousand Four Hundred Fifty Dollars and No Cents)
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit B for WYK and its Consultants' hourly bill rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design	twenty	percent (20	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	forty	percent (40	%)
Bidding Phase	five	percent (5	%)
Construction Phase	fifteen	percent (15	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit B for WYK and its Consultants' hourly bill rates.

Employee or Category	Rate
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

(Paragraph deleted)

- .2 Permitting and other fees required by authorities having jurisdiction over the Project;

- .3 Printing, reproductions, plots, and standard form documents (in excess of 3 copies of Construction Documents);

(Paragraph deleted)

- .4 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;

- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

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- .6 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses; and
- .9 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5% (one-and-a-half percent) monthly

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Neither the Architect, Architect's Consultants, nor their agents or employees shall be jointly or individually liable to the Owner for an amount in excess of the proceeds of the available professional liability insurance coverage.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Representative
Upshur County Commission

(Printed name and title)

ARCHITECT (Signature)

James B. Swiger, AIA, President
WYK Associates, Inc.

(Printed name, title, and license number, if required)

Init.



May 5, 2022

Upshur County Commission
38 West Main Street
Buckhannon, WV 26201

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

Dear Upshur County Commissioners,

The Commission appoints a representative to the Upshur County CVB Board of Directors. Tabatha Perry currently serves as the representative, and her 1st term is set to expire June, 2022.

We respectfully request that Tabatha Perry be selected to serve a 2nd term, effective July 1, 2022.

Please indicate the Commission's decision in the space below, by May 31, 2021.

Re-Appoint Tabatha Perry as the Upshur County Commission's Representative: _____

Appoint the following as Representative: _____

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

Sincerely,

A handwritten signature in cursive script that reads "Laura B. Meadows".

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

Upshur County Sheriff's Office

Virgil D. Miller, Sheriff

Heather D. Sparks
Chief Deputy
Tax Division

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

J. Michael Coffman
Chief Deputy
Law Enforcement

May 19, 2022

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

Dear Commissioners:

Please approve the advertisement for one (1) part-time Courthouse Security position. This position will work no more than 19 ½ hours per week and will begin employment on June 6, 2022. This advertisement will be run in the Record Delta the week of May 23, 2022 with applications being due no later than Tuesday, May 31, 2022.

Thank you for your support and consideration.

Respectfully,



Virgil D. Miller
Sheriff of Upshur County, WV

COURTHOUSE SECURITY
Sheriff of Upshur County

The Sheriff of Upshur County is accepting applications for one (1) part-time Courthouse Security position. Individuals will be required to perform all Courthouse Security/Bailiff duties. Employment for each position will begin on June 6, 2022.

Applicants must have a high school diploma or equivalent. Individuals may obtain an application and full job description at the following address:

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

Monday -Friday 8:00 am – 4:00 pm

Applications must be RECEIVED in our office no later than close of business (4:00pm) on Tuesday May 31, 2022.

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



26TH JUDICIAL CIRCUIT COMMUNITY CORRECTIONS

Upshur County Office
85 West Main Street
Buckhannon, WV 26201
Phone: (304)-472-9548
Fax: (304)-472-8735

Lewis County Office
230 E First Street
Weston, WV 26452
Phone: (304)-269-8674
Fax: (304)-269-8693

Email - 26judicialcccc@gmail.com

May 16, 2022

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

Dear Commissioners,

On behalf of the 26th Judicial Circuit Community Corrections Program I would like to request to advertise for a full-time case aide position for the Lewis/Upshur County offices. This position is full-time with a starting rate of pay of \$16.50/hr and benefits. The Community Corrections Board voted and unanimously approved for the interviewing board to perform interviews and fill the new position with whomever they deemed fit for the position at their last regular board meeting on May 9, 2022. If you have any questions, please let me know.

Sincerely,

Cheyenne Troxell

Program Director

CASE AIDE

On behalf of The Community Corrections Board for the 26th Judicial Circuit Community Corrections program, we are accepting applications for one full-time Case Aide. This position will be 40 hours per week with a beginning rate of pay of \$16.50/hr., and the office locations will be in Upshur or Lewis Counties. Under the direction of the Program Director/Case Manager, the candidate will perform with limited supervision: transporting clients to service providers, supervising male or female drug screenings, supervising community service workers, answering phones, general office duties, assist clients in finding employment, ensuring compliance with Community Corrections rules, and other duties as required. Candidates will be subject to a criminal background and driving history check. Valid West Virginia driver's license is mandatory.

Individuals may obtain an application during normal business hours of 8:00 am until 4:00pm., Monday through Friday at the following locations: Office of the Upshur County Commission, 91 W. Main Street, Suite 101 Buckhannon, WV; the Upshur County Day Report Center, 85 West Main Street, Buckhannon, WV 26201; or at the Lewis County Day Report Center, 230 East 1st Street, Weston, WV 26452. Applications must be received at the Upshur County Day Report Center or Lewis County Day Report Center on or before the close of business on Friday, June 3, 2022.

Please do not make phone inquiries about this position. Employment with Upshur County is available to all qualified applicants without regard to actual or perceived race, creed, color, national origin, sex, gender identity, sexual orientation, disability, age or handicap. Upshur County has established a drug free and tobacco free work environment.

Publish: 5/24, 5/26 and 5/28



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 11th day of May in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Upshur-Buckhannon Board of Health
15 North Locust Street
Buckhannon, WV 26201

and the Contractor:
(Name, legal status, address and other information)

City Construction Company, Inc.
284 Factory Street, Suite 101
Clarksburg, WV 26301

for the following Project:
(Name, location and detailed description)

Renovation to the Upshur-Buckhannon Health Department.
15 North Locust Street, Buckhannon, WV 26201

The project includes work as indicated on drawings, in the specifications and per Exhibit A attached – City Construction Company, Inc. V-E Scope modification.

The Architect:
(Name, legal status, address and other information)

WYK Associates, Inc.
205 Washington Avenue
Clarksburg, WV 26301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

You are hereby notified to commence work on or before May 31, 2022, and you are to complete the work within 150 (one hundred fifty) consecutive calendar days thereafter. The date of substantial completion of all work is therefore October 28, 2022, with the final completion date on or before November 11, 2022*. On and after that date until Project Completion, obligations required by the Contract Documents shall be performed. Prior to commencing Work at the Project Site, deliver to the Owner, the Certificates of Insurance and Insurance Policies required by the Contract Documents.

*All parties involved acknowledge the possible delay of completion due to unexpected Covid-19 conditions. Any delay in work related to Covid-19 ONLY must be requested in writing to the Owner/Architect as soon as such delay is recognized with substantial back-up information to accompany such claim(s). The Owner/Architect will consider any requests on an individual basis. The Owner/Architect reserves the right to refuse the time extension if they deem the delay is not Covid-19 related.

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 User Notes:

(1244947317)

Additionally, prior to commencing the Work at the Project Site, perform the following:

1. Provide Architect and Owner with a list of Key Personnel including: names with addresses, e-mail addresses, office phone numbers, fax numbers (office and field) and cell phone numbers. Also provide the names of two persons to contact along with all their pertinent contact information to get in touch with in case of emergency after working hours.
2. Provide Architect and Owner with Contractor's Construction Schedule, Schedule of Values and tentative Schedule for Pre-installation Conferences as indicated in the Project Manual's specification sections.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Ninety-Eight Thousand Six Hundred One Dollars and No Cents (\$298,601.00) *refer to Exhibit A attached – City Construction Company, Inc. V-E Scope modification, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
ADDITIVE ALTERNATE NO. 1	Seventy-Five Thousand Six Hundred Eighty-Two Dollars and No Cents (\$75,682.00) *refer to Exhibit A attached – City Construction Company, Inc. V-E Scope modification.

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

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§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

For each calendar day of delay in achieving Substantial Completion, the Contractor shall pay the Owner \$150.00 (One Hundred Fifty Dollars and No Cents) per day as liquidated damages.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

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User Notes:

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- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage;

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and

Init.

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1.5 % (One-and-a-Half Percent) monthly.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Susan McKisic, R.N., Nurse Director/Administrator
susan.h.mckisic@wv.gov

Greg Harris, Director of Facility Operations
gharris@upshurco.org

Upshur-Buckhannon Board of Health
15 North Locust Street
Buckhannon, WV 26201

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Beau Henderson, President
beau@cccwv.us

City Construction Company, Inc.
284 Factory Street, Suite 101
Clarksburg, WV 26301

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraphs deleted)

- .2 Drawings

Number	Title	Date
Contract Attachment A	Drawing Sheet Index	March 9, 2022

- .6 Specifications

Section	Title	Date	Pages
Contract Attachment B	Table of Contents Project Manual	March 9, 2022	Three (3) Pages

- .7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	March 16, 2022	Two (2) Pages Plus Attachment
Addendum No. 2	April 5, 2022	One (1) Page

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

- ☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

- ☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Init.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Representative
Upshur-Buckhannon Board of Health
(Printed name and title)

Teresa Kee, Board Chair

CONTRACTOR (Signature)

Beau Henderson, President
City Construction Company, Inc.
(Printed name and title)

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AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address) Renovation to the Upshur-Buckhannon Health Department 15 North Locust Street Buckhannon, WV 26201	CONTRACT INFORMATION: Contract For: General Construction Date: May 11, 2022	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: May 12, 2022
OWNER: (Name and address) Upshur-Buckhannon Board of Health 15 North Locust Street Buckhannon, WV 26201	ARCHITECT: (Name and address) WYK Associates, Inc. 205 Washington Avenue Clarksburg, WV 26301	CONTRACTOR: (Name and address) City Construction Company, Inc. 284 Factory Street, Suite 101 Clarksburg, WV 26301

THE CONTRACT IS CHANGED AS FOLLOWS:

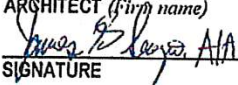

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COVID Filing & Storage Area	\$ 8,929.00
Net Addition	\$ 8,929.00

The original Contract Sum was	\$ 298,601.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 298,601.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 8,929.00
The new Contract Sum including this Change Order will be	\$ 307,530.00
The Contract Time will be unchanged by () days.	
The new date of Substantial Completion will be .	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

WYK Associates, Inc. ARCHITECT (Firm name)  SIGNATURE James B. Swiger, AIA President PRINTED NAME AND TITLE 5/12/22 DATE	City Construction Company, Inc. CONTRACTOR (Firm name)  SIGNATURE Benoit PRINTED NAME AND TITLE 5/12/22 DATE	Upshur-Buckhannon Board of Health OWNER (Firm name)  SIGNATURE Teresa Kee - Board Chair PRINTED NAME AND TITLE 5-13-22 DATE
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UPSHUR COUNTY COMMISSION

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

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

TDD Numbers
Business: 472-9550
Emergency: 911

May 13, 2022

Kevin Howard
187 Panarama Drive
French Creek, WV 26218

Certified Mail with Return Receipt

Re: Case Number: 070821-02 (Estate of David Miller)

Mr. Howard,

A complaint was filed with the Upshur County Safe Structures and Sites Board in regards to David Miller's property located in Banks Tax District -Tax Map 4 - Parcel Number 2 on June 8, 2021. Specific recommendations of the Board include correction of any health and safety hazards, including but not limited to the removal and proper disposal of any debris, trash, junk vehicles and/or removal and proper disposal of any environmental hazards. The County's Safe Structures and Sites Board sent correspondence to Mr. Bolyard, Estate Administrator, in regards to the properties' condition on the following dates:

- July 13, 2021 --- Notice of Visit
- August 16, 2021 --- Notice of Required Action
- October 15, 2021 --- Extension
- November 15, 2021 --- Extension
- December 16, 2021 – Petition for Order


After no progress was made in improving the condition of the property, the Safe Structures and Sites Board turned this case over to the Upshur County Commission. The Upshur County Commission reviewed photographs of the property taken on December 15, 2021 and the Petition for Order during a regularly scheduled Commission Meetings on January 13, 2022 and January 20, 2022. After speaking with Gloria Post, paralegal for Davis Funeral Home, on January 19, 2022, I informed the Commission of Mr. Bolyard's intent as Administrator to sell the property. After discussion, the Commission voted to re-evaluate the status of the property after 30 calendar days. Therefore, the Petition for Order was considered again during the Commission Meeting scheduled for February 24, 2022. During this meeting, the Commission was advised the property was sold and the County Clerk's office was waiting for the executed deed. The Commission voted to discuss a timeline for clean-up upon recording of the deed, which was recorded on May 5, 2022.

Provisions of the Safe Sites and Structures Ordinance allow members of the Enforcement Board to visit, review, photograph and/or obtain soil samples of the property in question in order to perform an

investigation. Please be advised that a site visit for the property in question has been scheduled for May 25, 2022 9:30 a.m. The owner of the property and/or a representative of the property owner are welcome and encouraged to be present for this site visit. Photographs from the site visit will be reviewed by the Commission during their regularly scheduled Commission Meeting on Thursday, June 2, 2022 at 9:45 a.m. These meetings are open to the public and you are encouraged to attend.

If you have any questions or updates regarding the subject property, please contact our office at the number listed above.

Best regards,

A handwritten signature in black ink that reads "Tabatha R. Perry". The signature is written in a cursive, flowing style.

Tabatha R. Perry

County Administrator

Enclosures: WV Code, Ordinance, meeting minutes



April 29, 2022

UPSHUR COUNTY COMMISSION
BUCKHANNON, WV 26201-0000



RE: Landowner 5-Day Prior Notification
Project Name: WB Loop UAV Patrol
Parcel ID: 01-6S-00200000
Upshur County, WV 26201-0000

Dear Landowner:

Please be advised that **Columbia Gas Transmission ("Columbia")** plans to patrol its WB Loop pipeline using an Unmanned Aerial Vehicle (UAV), also known as a "drone", on or near your property in **Upshur or Randolph County, WV**. Columbia Gas Transmission is a wholly owned indirect subsidiary of TC Energy Pipeline USA Ltd. Its principal office is located at 700 Louisiana Street, Houston, Texas 77002-2761.

This project will involve the following activities: patrolling using a UAV with the presence of workers and vehicles.

Columbia expects to begin patrolling the pipeline corridor the week of May 23rd. However, the expected start date is contingent upon external factors such as weather, and the scheduling of personnel and equipment.

Columbia is committed to providing landowners with clear and simple directions to address any concerns you may have prior to, or during our survey activities on your property. Should you have any questions or concerns, please do not hesitate to contact our **Land Representative, Dave Lewellyn**, at phone number **304-669-8299**, or our **Landowner Information Line** at **1-877-287-1782**, or email: **us_land@tcenergy.com**.

Columbia strives to be a good neighbor as it provides a safe, clean and reliable source of energy to many of the nation's consumers and industries. If you have any questions, we encourage you to call us.

Sincerely,

Columbia Gas Transmission LLC

A handwritten signature in blue ink, which appears to read "Karen Franks".

Karen Franks, PMP
Director, US Land Services East



**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION**
1900 Kanawha Boulevard East • Building Five • Room 109
Charleston, West Virginia 25305-0440 • (304) 558-0444



Jimmy Wriston, P.E.
Secretary of Transportation
Commissioner of Highways

May 5, 2022

To Whom It May Concern:

The Statewide Transportation Improvement Program (STIP) is a financially constrained document that is required to show planned Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) expenditures for federal fiscal years 2020-2025. One of the requirements of funding any project with federal transportation funds is that each proposed regionally significant project or major change to program group size undergoes a public review and comment period. Therefore, additions or deletions to the STIP and certain changes to current projects or groupable programs in the STIP must meet this requirement before federal funds can be obligated. As such, the West Virginia Department of Transportation (WVDOT) is requesting your assistance in making available the listing of proposed amendments to the approved 2020-2025 STIP. The project listing and program funding snapshots can be found by viewing Amendment 9 at the link below:

<https://transportation.wv.gov/highways/Programming/STIP/Pages/amendments.aspx>

If you require a printed copy, please contact Mrs. Gehan Elsayed at the address/number below. All written comments are to be received no later than May 20, 2022, and should be addressed to:

Gehan M Elsayed, Ph.D., P. E.
Acting Chief Engineer of Programs/
Deputy State Highway Engineer
West Virginia Division of Highways
1900 Kanawha Boulevard, East
Building 5, Room 152
Charleston, West Virginia 25305-0430

Thank you for your assistance with this matter. Should you need additional information, please feel free to contact my office at (304) 414-6912.

Sincerely,

A handwritten signature in blue ink that reads "Jimmy Wriston, P.E.".

Jimmy Wriston, P.E.
Secretary of Transportation/
Commissioner of Highways

GE:L

**STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FFY 2020-2025
PROGRAM AMENDMENT**

COUNTY	FFY	DISTRICT	GROUP	FUNDING OBLIGATION DATE	FUND TYPE	PHASE	ROUTE	PROJECT NAME	TYPE OF WORK	STATE PROJ. NUMBER	FEDERAL PROJECT NUMBER	FEDERAL DOLLAR COST	TOTAL PHASE COST	FEDERAL COST CHANGE
PROJECT COMMENTS														
HARDY	2024	5		12/28/2023	HWI-ADHS	ENG		HARDY CO 23/12-VA STATE LI (MITIGATION)	DESIGN COR H	X316 H 1251603	NHPP2024001D	\$24,000,000	\$24,000,000	\$24,000,000
2020-2025 AMEND 9 - ADD NEW PROJECT PHASE														
KANAWHA	2022	1		4/27/2022	NHPP	CON	1064	MACCORKLE AVE - OAKWOOD	RESURF(FULL DEPT RECONST)	S320 64 05242 00	NHPP0642180DTC	\$13,999,945	\$13,999,945	\$3,799,945
2020-2025 AMEND 9 - MOVED TO APRIL 2022 & COST INCREASE														
RANDOLPH	2022	8		9/28/2022	NHPP-BR	CON	US048	CHEAT RIVER BRIDGE (AC PAYBACK)	CONST NEW BRIDGE	X342 H 04021 08	NHPP0484329	\$4,613,739	\$4,613,739	(\$2,186,261)
2020-2025 AMEND 9 - CONVERSION REDUCED														
RANDOLPH	2023	8		10/28/2023	NHFP	CON	US048	WV 72 I/C-PARSONS (AC PAYBACK)	GR, DR, PAVE	X342 H 04021 05	NHPP0484334	\$14,852,751	\$14,852,751	(\$24,747,249)
2020-2025 AMEND 9 - REDUCE AC PAYBACK SCHEDULE														
RANDOLPH	2025	8		10/28/2025	NHFP	CON	US048	WV 72 I/C-PARSONS (AC PAYBACK)	GR, DR, PAVE	X342 H 04021 05	NHPP0484334	\$14,475,462	\$14,475,462	(\$25,124,538)
2020-2025 AMEND 9 - REDUCE AC PAYBACK SCHEDULE														
TUCKER	2023	8		1/28/2023	NHPP	CON	US048	PARSONS-DAVIS WETLAND MITIGATION	CONST 4 LN	X347 H 05568 00	NHPP0484291	\$55,000,000	\$55,000,000	\$55,000,000
2020-2025 AMEND 9 - ADD NEW PROJECT PHASE														
WYOMING	2024	10		6/28/2024	NHPP	CON		STILL RUN BRIDGE (AC PAYBACK)	CONSTRUCT BRIDGE	X355 121 109 12	NHPP2022044D	\$10,400,000	\$13,000,000	\$10,400,000
2020-2025 AMEND 9 - ADD NEW AC PAYBACK														

**STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FFY 2020-2025
PROGRAM AMENDMENT**

COUNTY	FFY	DISTRICT	GROUP	FUNDING OBLIGATION DATE	FUND TYPE	PHASE	ROUTE	PROJECT NAME	TYPE OF WORK	STATE PROJ. NUMBER	FEDERAL PROJECT NUMBER	FEDERAL DOLLAR COST	TOTAL PHASE COST	FEDERALCOST CHANGE
PROJECT COMMENTS														
WYOMING	2022	10		6/28/2022	NHPP	CON		STILL RUN BRIDGE (AUTH AC)	CONSTRUCT BRIDGE	X355 121 109 12	NHPP2022044D	\$10,400,000	\$13,000,000	\$10,400,000
2020-2025 AMEND 9 - ADD NEW PROJECT PHASE, AUTHORIZE AC														
WYOMING	2022	10		9/28/2022	NHPP	ROW		WV 16-MULLENS (AUTH AC)	DESIGN COALFIELDS XWAY	X355 121 109 00	NHPP2022041D	\$21,760,000	\$27,200,000	\$21,760,000
2020-2025 AMEND 9 - ADD NEW AC PAYBACK														
2020-2025 AMEND 9 COST INCREASE														



Upshur County Sheriff's Financial Statement

For Period Ending : April 2022

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 1,621,266.31	\$ 900,792.27	\$ (913,246.73)	\$ 1,608,811.85
FUND - 002 COAL SEVERANCE TAX FUND	\$ 47,756.99	\$ 19,761.49	\$ -	\$ 67,518.48
FUND - 003 DOG AND KENNEL FUND	\$ 43,366.34	\$ 1,833.30	\$ (22,505.07)	\$ 22,694.57
FUND - 004 GENERAL SCHOOL FUND	\$ 10,586.43	\$ 9,548.65	\$ -	\$ 20,135.08
FUND - 005 MAGISTRATE COURT FUND	\$ 9,644.24	\$ 2,423.05	\$ -	\$ 12,067.29
FUND - 006 WORTHLESS CHECK FUND	\$ 125,620.49	\$ 4.99	\$ -	\$ 125,625.48
FUND - 007 E-911 FUND	\$ 1,186,680.13	\$ 34,717.38	\$ (221,549.64)	\$ 999,847.87
FUND - 008 HOME CONFINEMENT FUND	\$ 28,774.42	\$ 5,952.16	\$ (2,634.94)	\$ 32,091.64
FUND - 013 CURRY PARK FUND	\$ 26,700.13	\$ 2,279.45	\$ (6,178.63)	\$ 22,800.95
FUND - 015 CURRY LIBRARY FUND	\$ 22,621.42	\$ 2,103.94	\$ (17,151.23)	\$ 7,574.13
FUND - 018 AIRPORT CONSTRUCTION FUND	\$ -	\$ -	\$ -	\$ -
FUND - 019 UPSHUR COUNTY FIRE FEE FUND	\$ 12,434.80	\$ 14,221.17	\$ (12,384.80)	\$ 14,271.17
FUND - 021 EE HEALTH CARE REIMBURSEMENT FUND	\$ 36,944.82	\$ 16,781.81	\$ (12,018.94)	\$ 41,707.69
FUND - 039 COAL REALLOCATION FUND	\$ 0.35	\$ -	\$ -	\$ 0.35
FUND - 052 EMPLOYEE BENEFITS FUND	\$ 915,176.99	\$ 171,998.10	\$ (18,756.81)	\$ 1,068,418.28
FUND - 056 ASSESSOR'S VALUATION FUND	\$ 301,260.88	\$ 13,257.54	\$ (44,633.38)	\$ 269,885.04
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 1,622,038.57	\$ 1,030.99	\$ -	\$ 1,623,069.56
FUND - 059 CONCEALED WEAPONS FUND	\$ 25,369.61	\$ 501.01	\$ -	\$ 25,870.62
FUND - 063 VOTER'S REGISTRATION FUND	\$ 976.84	\$ 139.31	\$ -	\$ 1,116.15
FUND - 071 JURY FUND	\$ 15,080.36	\$ -	\$ -	\$ 15,080.36
FUND - 073 SPECIAL LAW ENFRMCT INVESTIGATION FUND	\$ 2,487.32	\$ 0.10	\$ -	\$ 2,487.42
FUND - 078 CHILD EXCHANGE & VISITATION FUND	\$ 46,830.42	\$ -	\$ (3,746.24)	\$ 43,084.18
FUND - 079 SPAYING & NEUTERING FUND	\$ 39,491.63	\$ 1,000.00	\$ (3,380.25)	\$ 37,111.38
FUND - 080 COMM. CORR. FUND	\$ 819,722.73	\$ 353,932.59	\$ (264,469.35)	\$ 909,185.97
FUND - 102 AIRPORT IMP. PROJECT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 104 ELKINS ROAD PSD FUND	\$ -	\$ -	\$ -	\$ -
FUND - 105 ADRIAN PSD WATERLINE PHASE VI FUND	\$ -	\$ -	\$ -	\$ -
FUND - 245 UPSHUR COUNTY WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 248 IND. PARK SEWER FUND	\$ -	\$ -	\$ -	\$ -
FUND - 311 DMV LICENSE FUND	\$ -	\$ 45,005.00	\$ (45,005.00)	\$ -
FUND - 312 CRIMINAL CHARGES FUND	\$ 45.00	\$ 674.87	\$ (674.87)	\$ 45.00
FUND - 313 COURT REPORTER FUND	\$ -	\$ 125.00	\$ (125.00)	\$ -
FUND - 314 STATE FINES FUND	\$ -	\$ -	\$ -	\$ -
FUND - 315 STATE POLICE FUND	\$ 55.00	\$ 575.00	\$ (625.00)	\$ 5.00
FUND - 316 STATE CURRENT FUND	\$ -	\$ 3,848.43	\$ (3,848.43)	\$ -
FUND - 317 COURTHOUSE FACILITIES IMPROVEMENT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 364 TAX LIEN FUND	\$ 195,176.87	\$ 6,007.83	\$ (21,819.86)	\$ 179,364.84
FUND - 365 DELQ & NONENT LAND	\$ 1,665.22	\$ -	\$ -	\$ 1,665.22
FUND - 366 BOARD OF HEALTH FUND	\$ 463,804.66	\$ 65,923.34	\$ (73,090.67)	\$ 456,637.33
FUND - 369 WV DEPUTY SHERIFF'S RETIREMENT FUND	\$ 383.50	\$ 705.50	\$ (383.50)	\$ 705.50
FUND - 373 SCHOOL CURRENT FUND	\$ -	\$ 534,716.11	\$ (534,716.11)	\$ -
FUND - 374 SCHOOL EXCESS LEVY FUND	\$ -	\$ 270,611.68	\$ (270,611.68)	\$ -
FUND - 375 SCHOOL BOND FUND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT FUND	\$ -	\$ 29,832.14	\$ (29,832.14)	\$ -
FUND - 379 CITY VOTED LIBRARY FUND	\$ -	\$ 10,831.32	\$ (10,831.32)	\$ -
FUND - 206 COVID 19 FUND	\$ -	\$ -	\$ -	\$ -
FUND - 207 AMERICAN RECOVERY FUND	\$ 2,302,425.12	\$ 91.47	\$ -	\$ 2,302,516.59
FINAL TOTALS	\$ 9,929,147.59	\$ 2,521,226.99	\$ (2,534,219.59)	\$ 9,916,154.99
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 10,571,966.39	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (1,498,745.98)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 841,184.58			
NET BANK BALANCE	\$ 9,914,404.99			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	\$ 9,916,154.99			

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

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

5/12/2022



Upshur County Sheriff's Financial Statement

For Period Ending: April 2022

Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
FIRST COMMUNITY BANK					
	CURRY LIBRARY-MMA	\$ 194.34	\$ -	\$ -	\$ 194.34
	BOARD OF HEALTH-MMA	\$ 6,436.54	\$ -	\$ -	\$ 6,436.54
	BOARD OF HEALTH-CKNG	\$ 100.00	\$ -	\$ -	\$ 100.00
	BANK TOTAL	\$ 6,730.88	\$ -	\$ -	\$ 6,730.88
CITIZENS BANK OF WEST VIRGINIA					
	GENERAL COUNTY FUND - IBCK	\$ 1,101,850.96	\$ -	\$ 434,300.00	\$ 1,536,150.96
	COAL SEVERANCE - IBCK	\$ 67,518.48	\$ -	\$ -	\$ 67,518.48
	E-911 - IBCK	\$ 1,000,557.87	\$ (710.00)	\$ -	\$ 999,847.87
	CURRY PARK - IBCK	\$ 22,800.95	\$ -	\$ -	\$ 22,800.95
	CURRY LIBRARY - IBCK	\$ 7,379.79	\$ -	\$ -	\$ 7,379.79
	ASSESSOR'S VALUATION - IBCK	\$ 257,357.99	\$ -	\$ 12,527.05	\$ 269,885.04
	UP. CO. FIN. STAB. FUND - IBCK	\$ 1,623,069.56	\$ -	\$ -	\$ 1,623,069.56
	CONCEALED WEAPONS - IBCK	\$ 25,785.62	\$ (75.00)	\$ 160.00	\$ 25,870.62
	GENERAL TAX - IBCK	\$ 993,628.30	\$ (1,237,947.28)	\$ 244,318.98	\$ -
	BOARD OF HEALTH FUND - IBCK	\$ 438,726.08	\$ -	\$ 106.26	\$ 438,832.34
		\$ -	\$ -	\$ -	\$ -
	OASIS CLEARING - CKNG	\$ -	\$ -	\$ -	\$ -
	UPSHUR CO. FIRE FEE - IBCK	\$ 26,037.39	\$ (12,691.22)	\$ 925.00	\$ 14,271.17
	UP CO COAL REALLOCATION - IBCK	\$ 0.35	\$ -	\$ -	\$ 0.35
	EMPLOYEE BENEFITS - IBCK	\$ 1,068,418.28	\$ -	\$ -	\$ 1,068,418.28
	SP LAW ENF INVESTIGATION - IBCK	\$ 2,487.42	\$ -	\$ -	\$ 2,487.42
	COMMUNITY CORRECTIONS - IBCK	\$ 808,430.97	\$ (250.00)	\$ 101,005.00	\$ 909,185.97
	PARKS/REC CLEARING - CKNG	\$ 1,224.99	\$ (1,224.99)	\$ -	\$ -
	ADDRESSING/MAPPING CLEARING	\$ 435.00	\$ (435.00)	\$ -	\$ -
	TAX CLEARING - CKNG	\$ 104,355.03	\$ (145,124.51)	\$ 40,769.48	\$ -
	BOARD OF HEALTH PAYROLL - CKNG	\$ 8,821.43	\$ (3,863.96)	\$ -	\$ 4,957.47
	GENERAL COUNTY OPERATING - CKNG	\$ 83,894.59	\$ (12,983.70)	\$ -	\$ 70,910.89
	DOG & KENNEL - CKNG	\$ 22,694.57	\$ -	\$ -	\$ 22,694.57
	GENERAL COUNTY MISC -CKNG	\$ 32,202.37	\$ -	\$ -	\$ 32,202.37
	WORTHLESS CHECK - IBCK	\$ 125,625.48	\$ -	\$ -	\$ 125,625.48
	HOME CONFINEMENT - IBCK	\$ 32,091.64	\$ -	\$ -	\$ 32,091.64
	EE HEALTH CARE REIMB - IBCK	\$ 42,807.23	\$ (1,099.54)	\$ -	\$ 41,707.69
	VOTER'S REGISTRATION - IBCK	\$ 976.84	\$ -	\$ 139.31	\$ 1,116.15
	JURY - CKNG	\$ 15,176.04	\$ (95.68)	\$ -	\$ 15,080.36
	CHILD EXCHG & VISITATION - CKNG	\$ 43,084.18	\$ -	\$ -	\$ 43,084.18
	SPAY & NEUTER - CKNG	\$ 36,965.38	\$ (100.00)	\$ 246.00	\$ 37,111.38
	ELKINS ROAD PSD - CKNG	\$ -	\$ -	\$ -	\$ -
	AMERICAN RECOVERY FUND - IBCK	\$ 2,302,516.59	\$ -	\$ -	\$ 2,302,516.59
	WELLNESS COMPLEX - CKNG	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	DMV LICENSE - CKNG	\$ 38,536.50	\$ (45,005.00)	\$ 6,468.50	\$ -
	STATE CLEARING - CKNG	\$ 45.00	\$ -	\$ -	\$ 45.00
	STATE POLICE - CKNG	\$ 575.00	\$ (645.00)	\$ 75.00	\$ 5.00
	TAX LEIN - CKNG	\$ 185,296.55	\$ (5,931.71)	\$ -	\$ 179,364.84
	DELQ & NON-ENTERED LAND - CKNG	\$ 1,665.22	\$ -	\$ -	\$ 1,665.22
	BOARD OF HEALTH OPERATING - CKNG	\$ 36,874.37	\$ (30,563.39)	\$ -	\$ 6,310.98
	WVDSRF - CKNG	\$ 561.50	\$ -	\$ 144.00	\$ 705.50
	BANK TOTAL	\$ 10,565,235.51	\$ (1,498,745.98)	\$ 841,184.58	\$ 9,907,674.11
SUMMARY:					
	TOTAL ALL BANKS	\$ 10,571,966.39	\$ (1,498,745.98)	\$ 841,184.58	\$ 9,914,404.99
	PETTY CASH / CASH DRAWERS				\$ 1,750.00
	CASH SPECIAL INVESTIGATION FUND				\$ -
	GRAND TOTAL				\$ 9,916,154.99



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3 Callanetics with Bev'ly Ann 11:00 AM Family Storytime 5:45 PM Yahtzee	4	5 Callanetics with Bev'ly Ann 11:00 AM	6	7
8 HAPPY Mother's DAY	9	10 Callanetics with Bev'ly Ann 11:00 AM Family Storytime 5:45 PM DOS	11	12 Callanetics with Bev'ly Ann 11:00 AM	13	14 STRAWBERRY FESTIVAL May 14-22, 2022
15 STRAWBERRY FESTIVAL	16 STRAWBERRY FESTIVAL	17 Callanetics with Bev'ly Ann 11:00 AM Family Storytime 5:45 PM Grounded for Life	18 STRAWBERRY FESTIVAL	19 Callanetics with Bev'ly Ann 11:00 AM STRAWBERRY FESTIVAL	20 STRAWBERRY FESTIVAL	21 STRAWBERRY FESTIVAL
22 STRAWBERRY FESTIVAL	23	24 Callanetics with Bev'ly Ann 11:00 AM Family Storytime 5:45 PM BooYah!	25	26 Callanetics with Bev'ly Ann 11:00 AM	27	28
29 MEMORIAL DAY Remember & Honor LIBRARY CLOSED	30 LIBRARY HOURS MON: CLOSED TUES: 9AM - 7PM WED: CLOSED THUR, FRI, SAT: 8 AM - 6 PM SUN: CLOSED		31 Callanetics with Bev'ly Ann 11:00 AM Family Storytime 5:45 PM Board Game Mania			

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, May 9, 2022 at 4:00 pm

- A. Call to order
- B. Recognized guests and public comment period
 - Derek Long (discussion/possible action surrounding airfield emergency access & DHSEM trailers)
- C. Officer/Committee/Consultant Reports:
 - President's Report – Tom O'Neill
 - Treasurer's Report – Phil Loftis, Treasurer
 - Secretary's Report – Brian Huffman, Secretary
 - Engineering Reports – Chapman Technical
 - Operations – Jamie Wilt, Jennifer Powers
 - Jamie**
 - Exterior fence clearing underway
 - Quotes for UTV/ATV
 - Possible tenant /request to perform maintenance on aircraft
 - Jenny**
 - Audit rescheduled for May 11 & 12
- 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
- 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@flyw22.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.

¹ 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.



**Notice of Special Meeting
Upshur County Farmland Protection Board**

Location: Upshur County Development Authority
21 E Main St, Conference Room First Floor
Buckhannon, WV 26201
Date: May 11, 2022
Time: 6:00 p.m.

AGENDA

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: April 21, 2022

BUSINESS ITEMS – Discussion/Update/Action

- Queen easement – Status update:
- Current Application Update/Review

FINANCIAL MATTERS – Discussion/Update/Action

- Financial Report- Financial Spreadsheet
 - o Payment of Bills /Invoices -Turtley For You Consulting, Saddleback Services, etc

OTHER BUSINESS –

DATE OF NEXT MEETING –

ADJOURNMENT

UPSHUR COUNTY SAFE STRUCTURES AND SITES
ENFORCEMENT BOARD

Meeting Agenda

Upshur County Administrative Annex

Thursday, May 12, 2022

3:00 p.m.

- I. Call meeting to order
- II. Recognition of Guests
- III. Public Comment
- IV. Approval of previous meeting(s) minutes
 - April 14, 2022
- V. Report and/or action on Pending Cases
 - 021121-01 (Chapman) – Pending until State action has reached its conclusion – Hearing took place in April, 2022, awaiting update from Magistrate Court
 - 111021-01 (Hughes) – Review photographs of property
 - 011322-01 (Bailey) – Review photographs of property
 - 031022-01 (George) -- Review photographs of property
 - 051321-01 (Hyre/Valusia Ventures) -- Review photographs of property
- VI. Consider requests to establish new cases that were received on or before 5/09/2022
- VII. Adjournment

The next Safe Structures & Sites Board Meeting will be held on Thursday, June 9, 2022 beginning at 3:00 p.m. at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.

***City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Tuesday, May 17, 2022***

Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/> Please send public comments to 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/804282709>
You can also dial in using your phone United States: +1 (872) 240-3212 Access Code: 804-282-709

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 Dennis Cortes-Upshur County Parks & Recreation Board

C. Department & Board Reports

- C.1 Public Works Director- Jerry Arnold
- C.2 Finance Director- Amberle Jenkins
- C.3 Police Chief- Matthew Gregory
- C.4 City Attorney- Tom O'Neill

D. Correspondence & Information

- D.1 Notice of Proposed Adoption of Amendment to Municipal Zoning Ordinance-Public Hearing June 2, 2022 7:00pm
- D.2 Charles Gibson Library Director's Report May 2022
- D.3 Proclamation-National Nurses' and National Hospital Week May 6th -14th
- D.4 Letter from Upshur County Commission RE: American Rescue Plan Act Fund Allocation \$60,000 for Construction of a Live Fire Training Facility
- D.5 Contract & Agreement -Gambill Amusements upon the City Parking Lots May 18th -22nd
- D.6 Canvass of Votes/Certification of Votes-Election May 10, 2022
- D.7 5th Annual Webb Grubb Police Officer Recognition Day May 18, 2022 at 2pm at the Public Safety Complex
- D.8 15th Annual Service to Youth Champion Award May 17, 2022 at 4pm at the SYCC
- D.9 15th Annual Friendly Way Day Firefighter Recognition May 20, 2022 at 3pm at the Public Safety Complex

E. Consent Agenda

- E.1 Approval of Minutes -Regular Meeting-03/17/22, 04/07/22, 05/05/22, Special 05/06/22
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills
- E.4 Approval Appointment of Brett Miller to the Charles Gibson Library Board- Unexpired Term of Bill O'Brien Ending 06/30/2024

F. Strategic Issues for Discussion and/or Vote

- F.1 Approval Ordinance No. 456 Establishment of the Buckhannon Parks and Recreation Advisory Board 2nd /Final
- F.2 Approval Ordinance No. 457 Amending Zoning Ordinance No. 244 Section 502 (A) to include the Placement of Certain Condominiums or Unit Property Within the R-2 General Residential District A Zone 2nd Reading

G. Comments and Announcements

- G.1 Pamela Bucklew
- G.2 C J Rylands
- G.3 David Thomas
- G.4 Jack Reger
- G.5 Shelia Lewis-Sines
- G.6 Randall Sanders

H. Mayor's Comments and Announcements

I. Adjournment

Posted 05/12/2022

Next Regular Scheduled City Council Meeting Thursday, June 2, 2022



Elkins Road Public Service District
Board of Directors' Regular Meeting
April 5, 2022

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Tuesday, April 5, 2022.

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 (via zoom) and Board Member-Vacant

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

Phone in participants: Greg Belcher, CTG and Cary Smith, Region VII

Unless otherwise stated all motions passed by vote 2-0.

Recognize that two (3) customers were present.

APPROVAL OF MINUTES

Minutes of March 15, 2021 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. **Carey Wagner made a motion to approve the financial report and pay the bills to date. Seconded by David Burr. Motion carried**

PHASE III EXTENSION PROJECT

Cary Smith with Region VII presented Request # 22 in the amount of \$169,861.83 for IJDC and \$7,788.10 for SCBG totaling \$177,649.93. **David Burr made a motion to approve and make payments. Carey Wagner seconded. Motion carried**

Greg Belcher with Chapman Technical said there wasn't much to update on with the remaining items to be completed before the extension can be closed. He said that he had received a quote from Pro Contracting for the master meter back flow preventer and that the change order would be coming the next day.

David Burr made a motion to approve Change Order # 8 for Pro Contracting in the amount of \$47,000.00. Seconded by Carey Wagner. Motion carried

Elkins Road Public Service District
Board of Directors' Regular Meeting
April 5, 2022

MAINTENANCE

Dave Wamsley gave the March Maintenance Report. He stated that we had repaired several leaks and had some electrical upgrades made to the Ponderosa-Stanley Station. A mowing schedule was presented to contract maintenance (Randy Osburn) for the upcoming mowing season. Unaccounted for water loss was discussed and though the water usage has begun to come back down we will continue to try and locate leaks within our system, as always.

The Board ask Dave to check all stations, tanks, prvs on the system and let them know of any problems that are starting and need to be addressed soon or in the near future

QUICK DAMAGE/CLAIM/LAWSUITS

No Updates

There being no further business, **the meeting adjourned on motion made by Carey Wagner and seconded by David Burr.** Meeting adjourned at 5:45 p.m.

The next meeting will be held on Monday, May 2, 2022 at 5:00 p.m.

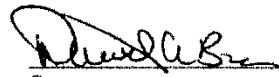
Respectfully submitted:

ERPSD Board of Directors Secretary, David Burr//CD

Attachments: Agenda
Sign In Sheet

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
David Burr

Board Member
Vacant

Adrian Public Service District

April 7, 2022

Monthly Board Meeting

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

Visitors in attendance: Morgan Haymond.

All motions were unanimous unless otherwise noted.

The meeting was called to order at 3:00 pm by Chairman Spencer.

Minutes of the March 3rd meeting were read. Kelly made the motion to approve the minutes and Carolyn second.

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

Old Business

- Phase VIII/Pickens update provided by Morgan Haymond and Norma Woody. The Ricottilli tank site condemnation process has begun. Mr. and Mrs. Ricottilli spoke with our lawyer after receipt of final notice of appraisal offer. Proposed tank site staked by Hornor Brother Engineering by request of the Ricottilli's. The Ricottilli's refused appraisal final offer. Case referred to Norm Farley, attorney representing the PSD for petition for condemnation.

New Business

- None

Items for Discussion/Action/Approval

- None

Maintenance Report

- Repaired four hydrants with one tap to be installed.
- Installed two services.
- Repaired one leak.
- May 31 start of tank repair at Grand Camp. (need more gravel on driveway)

Office Report


- None

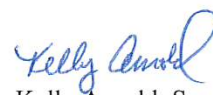
Adjournment

The meeting adjourned at 4:00 pm. Next regular meeting will be May 5, 2022 at 3:00 pm

Board of Directors

Paul Spencer, Chairman


Carolyn Douglas, Vice Chairman


Kelly Arnold, Sec., Treas.

**UPSHUR COUNTY SOLID WASTE AUTHORITY
BOARD OF DIRECTORS MEETING -MINUTES
Monday, April 11, 2022**

Chair Joyce Harris-Thacker called the regularly scheduled meeting of the Upshur County Solid Waste Authority to order in the Conference Room of the UCSWA (located at 380 Mudlick Road, Suite 102, Buckhannon, WV 26201) at 4:35 p.m. on April 11, 2022.

Present at the meeting were: Joyce Harris-Thacker, James S. "Jay" Hollen III, Jackie McDaniels, Paula Stone, Mary Gower and Director Belinda Lewis. A quorum was present. There were no guests.

The minutes of the March 14, 2022 meeting had been previously sent to the members. Jackie made a motion to approve the minutes. Seconded by Mary. Motion carried.

The Financial Reports for March were presented by the Treasurer Jay. Register reports for the four bank accounts with First Community Bank covering March 2022 were presented. The ending balances for the accounts are as follows:

	<u>March</u>	<u>April</u>
• REAP Account	\$1,199.15	\$ 1,140.30
• SWMB Account	\$9,086.93	\$ 9,086.93
• Money Market Account	\$19,570.00	\$19,570.50
• Operating Account	\$22,732.36	\$24,796.85

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

Belinda reported on the upcoming Paper Shred Event, completion of the 2023 SWMB Grant Application and scheduling of the fourth-grade field trips.

Jackie made a motion to approve the 2022-2023 Draft Budget as presented. Seconded by Paula. Motion carried.

Jay made a motion to authorize Chair Joyce Harris-Thacker to sign the 2022-23 SWMB Grant Application and for Belinda Lewis to submit it to the State. Seconded by Mary. Motion carried.

It was reported that WVCoRP (the insurance provided) had sent the wrong bill to the UCSWA for the 2022 insurance; they stated the bill should have been \$170 more than what was sent. Jay made the motion to pay the additional \$170 as per the invoice sent by WVCoRP. Seconded by Paula. Motion carried.

A discussion was held on donating money to the Environmental Camp this year. Jackie made a motion to authorize Belinda Lewis to write a check in the amount of \$350 for this camp. Seconded by Jay. Motion carried.

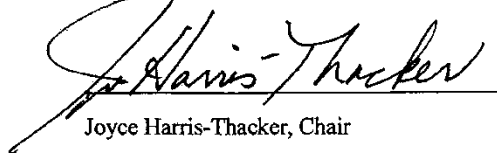
The Board discussed the City's plans for April Make It Shine. They are postponing it until August. It will be an August Make It Shine Event.

With no further business, the meeting was adjourned at 5:20 p.m.

Respectfully Submitted:



Belinda Lewis, Director



Joyce Harris-Thacker, Chair

(Signature copy to be maintained in the UCSWA Office.)

Upshur County Solid Waste Authority

DIRECTOR'S REPORT— Belinda Lewis

Period from March 15, 2022 through April 11, 2022

Activities included:

- Prepared and distributed by email the minutes of the 3/14/2022 meeting.
- Checked upshurwa@yahoo.com email daily.
- Checked mail at Post Office every day.
- Recorded four deposits in the Operating Account and as per the auditor's suggestion, recorded them in the receipt book. The amounts were \$1,606.81; \$127.77, and \$279.91
- After the March meeting, made copies of checks and mailed them and scanned the approved minutes for the county.
- Received monthly bank statements on the four accounts and reconciled balances for March. I printed Register Reports for the bank accounts showing current month transactions for the Operating and Money Market accounts and all transactions for REAP and SWMB accounts for the current grants.
- Prepared checks for payment of bills for the April meeting.
- Prepared agenda and packets for April 11th Board Meeting and emailed a copy of the agenda to members, Ms. Phillips, My Buckhannon and the Record Delta.
- Cleaned office.
- Fielded many calls on my cellphone about recycling and the Free Paper Shred Event.
- Completed the application for the 2023 SWMB Grant.
- Typed the minutes of the March 14th meeting and sent copies to the Board Members.
- Sent weekly email updates to the Board Members.
- Completed the final steps in the approval process for the Upshur County Comprehensive Litter and Solid Waste Plan 5 year update. (Made 4 hard copies and 1 electronic copy for the State and mailed them; made copies for the Library, County Commission Office, County Clerk's Office, Region VII Office and the UCSWA office and delivered them.).
- I have been staying in contact with Sunrise Sanitation about the Free Paper Shred Event.
- Paper Shred Event: Sent advertisement to My Buckhannon, Record Delta and the Prospector; sent fliers to City and County offices; sent flier to the Board of Education for them to distribute to all staff; contacted City about placing an advertisement on the billboard across from Sheetz.
- Set up 6 fourth grade field trips for the mornings of April 20th and April 27th.

Thanks—Belinda

Tennerton Public Service District
Monthly Meeting
April 13, 2022

The regular monthly meeting of the Tennerton Public Service District was held at the district office at 188 Fayette Street, Buckhannon West Virginia on Wednesday March 13, 2022

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

The meeting was called to order promptly at 2:00 pm by Joe Tenney chairman. The minutes of the previous meeting held on , February 8,2022 were read, there being no corrections or additions, motion to approve was made by Joe Tenney, seconded by John Barnes.

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

The board reviewed and approved the previous month's credit memos. No shutoffs this month.

Terry Gould recommended Robert Heater to fill Elmer Tenney's seat on the board. John Barnes made the motion to approve, and Joe Tenney seconded the motion.

Terry Gould reported on the following:

*A representative from the governor's office was here with 3 pages from the US Senate. Our office had been chosen to discuss water and sewer.

*We received complaints about debris around the manhole at Wendlings. Ringers cleaned, raked, and put hay around the manhole. Contractors at Wendlings are getting debris in the Murphy Mart manhole. Once weather breaks, we'll need to do inspections.

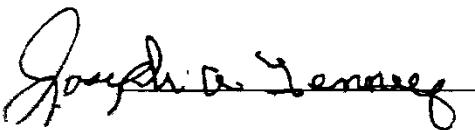
*Resident that lives by Stanley Steamer wants a tap. Until dry weather, we can't do anything. Our line is across the creek.

*Next week, all information will go to the auditor for audit. 3-year audit will be approximately \$24,000. State supposed to help with the audits.

*New insurance. WV Risk Pool. Public Official Liability. Joe Tenney made the motion to approve new insurance, John Barnes seconded the motion.

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

Approved

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

**Upshur County CVB Board Meeting Minutes
April 13, 2022**

Present: Carrie Mills, Linda Wellings, Jenny Fluke, Jen Bostian, Laura Meadows, Sean Harris, Tammy Reger, Tabatha Perry, Josh Hinchman, Joey Baxa

Meeting called to order by Laura Meadows.

Minutes from March 2022 were reviewed.

Motion by Linda, second by Jen to approve the minutes as presented.

The Treasurer's Report was reviewed for March, 2022. The financials will be filed for a future accounting review.

Director's Report was presented by Laura Meadows.

- CVB Finances remain the same. SBA EIDL payments are in a deferred status, with payments to begin in July 2022. The CVB was notified that the deferred status was extended by the SBA for an additional 6-months. This was an automatic deferment; not requested by the CVB. The CVB will retain the SBA funds for the continued deferment period.
- Spring ads are running in the DC markets and various social media outlets.
- Flat Water Trail Designation – Laura met with the Buckhannon Watershed Association and our local DNR representative to discuss the application. Laura has also reached out to the State contact who reviews all applications, for additional guidance.
- World Association of Marching Show Bands update: Laura is coordinating housing for participating band members, and also will research transportation options for the bands.
- WV Strawberry Festival is in preparation for a full festival with Parades, Carnival and exhibits. The CVB Office will plan the Strawberry Market again, selling West Virginia grown strawberries.
- The CVB is working with the Chamber of Commerce to create their virtual awards & elimination video. Sean will handle the tech of live-streaming the event, and Laura has built the video.

Event Center Report was presented by Sean Harris.

- Past & Upcoming Events – Typical rotation of events.
- Lights & Power: We received a request for a letter of support for the development of Phase II, which is still securing funds for construction. This allowed the CVB to bring attention to the need of exterior lighting, which we were ensured would be reviewed.

Old Business: None

New Business: Board Members & Officers will be nominated / appointed in the coming months. Jen also brought up the interest / need in development of tourism related sites, including Stonecoal Lake, River Access sites, trails, etc....

Next Meeting scheduled for May 11, 2022

Minutes Presented by: Laura Meadows