Upshur County Commission Agenda

Location of Meeting:

Upshur County Courthouse Annex

Date of Meeting:

March 15, 2018

9:00 a.m.

Moment of Silent Meditation --- Pledge of Allegiance

Approval of Minutes:

- March 1, 2018
- March 7, 2018 Special Meeting

Items for Discussion / Action / Approval:

- 1. Approve Poll Workers, Alternates, and Emergency Ballot Commissioners for the May 8, 2018 Primary Election.

 <u>Under separate cover</u>
- 2. Approval of James W. Curry Scholarship Announcement and Application for 2018.

Page 1-2

- 3. Review and approval of the Atlas Geographic Data, Inc. service agreement for GIS website development and hosting for a one year period commencing April 1, 2018 through March 31, 2019. Upon approval, these services will cost \$250 per month or \$3,000 annually.

 Page 3-4
- 4. Review and signature of correspondence to Todd Goddard, Community Development Representative, enclosing Community Development Block Grant Small Cities Block Grant Request for Payment for the Elkins Road PSD Phase III Water System Improvements in the amount of \$4,632. This is for Request for Funds #7.
 Page 5-8
- 5. Correspondence from Todd Goddard, on behalf of the CDBD Program of the WV Development Office, regarding the recent Community Development Block Grant award of \$1,216,566 to assist the Upshur County Commission with the Elkins Road Public Service District, Phase III Water System Improvement Project. Approval and signature of CDBG-Small Cities Block Grant Agreement, Resolution, Memorandum of Understanding with the Elkins Road PSD and supporting grant documents.
 Page 9-39
- 6. Review and signature of Community Development Block Grant Small Cities Block Grant Budget Amendment Request to reflect the approval of the additional SCBG funds from the February 18, 2018 announcements in the amount of \$1,216,566.

 Page 40
- 7. Correspondence from Sheri Crisp and Mindy Monteleone, PTO Presidents of Union Elementary School, requesting donations for an upcoming auction/carnival to benefit the school.

 Page 41
- 8. Review and signature of Renewal Agreement between The Upshur County Commission and Stanton Lawn Service for grounds keeping services for the 2018 season. Per the renewal clause, Owner and Contractor agree all terms set forth in the Agreement dated March 23, 2017 are in full force and effect for another one year period effective March 15, 2018 and continuing through September 28, 2018. Owner shall pay the Contractor, upon completion of all work, no more than the sum of \$15,885.

<u>Page 42-43</u>

9. Memorandum from Greg Harris, Facilities Director, requesting the employment of Loretta L. Koone as part time seasonal Grounds Keeper, effective March 16, 2018. If approved, Ms. Koone will work up to

- twenty-nine and one-half hours per week at the pay wage rate of \$9.50 per hour. This temporary position will last through September or October, depending on the weather.

 Page 44
- 10. Correspondence from David E. Godwin, Prosecuting Attorney, announcing the resignation of Patty Replogle, full-time legal assistant, effective March 16, 2018.

 Page 45
 Item may lead to Executive Session per WV Code §6-9A-4**
- 11. Approval of advertisement for a full-time legal assistant position in the Prosecuting Attorney's office. Starting rate of pay will be based upon experience. Applications must be received by April 15, 2018.

Page 46

12. Approval of Lewis - Upshur Animal Control Facility Volunteers, Renee Benz and Karen Anderson.

<u>Under separate cover</u>

- 13. Correspondence from the Tri-County Child Exchange & Visitation Program requesting the promotion of Bethany Burkhart to Program Coordinator, effective March 18, 2018. As Program Coordinator, Ms. Burkhart will be paid \$10.50 an hour and work a maximum of 19 hours per week.

 Page 47
- 14. Correspondence from Bethany Burkhart, Tri-County Child Exchange & Visitation Program Site Supervisor, requesting the promotion of Alexis Brockleman to Site Supervisor, effective March 18, 2018. As Site Supervisor, Ms. Brockleman will be paid \$9.50 an hour and work a maximum of 19 hours per week.
 Page 48
- 15. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:

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

1. Correspondence from Jeff Amburgey, Director of the Property Tax Division, State of WV Department of Revenue State Tax Department, providing a budget amount estimate in the sum of \$38,277 to assist in the task of preparing a FY 2018-2019 budget for the Statewide Computer Network, Account 408.

<u>Page 49</u>

2. Correspondence from Carol J. Smith, County Clerk, regarding the 2018-2019 Public Utility Values.

Page 50-52

- 3. Release of Liability executed by Sara Cassidy, on behalf of the U.S. Census Bureau, for centerline and address data for the unincorporated areas of Upshur County received from the Upshur County Addressing and Mapping Office as of March 15, 2018.

 Page 53
- 4. Upshur County Building Permits February 2018

Page 54-55

5. Upshur County Fire Board, Inc. Financial Statements and Independent Auditor's Report for the Fiscal Year Ended June 30, 2017.

<u>Under separate cover</u>

6. WV Community Corrections Grant Program Application for FY2019 requ to provide alternate sentencing and re-entry services for eligible offende		tate funding <u>Page 56-61</u>
7. Lewis-Upshur Animal Control Facility Adoption Financial Transactions I	February 2018	<u>Page 62</u>
8. Upshur County Animal Control/Humane Officer Monthly Dog Report for	the month of Februa	ary 2018 <u>Page 63</u>
9. Lewis-Upshur Animal Control Facility Cat Report for the month of February	ary 2018	<u>Page 64</u>
 10. Upshur County Mileage Reports – February 2018 Upshur 911 Maintenance Emergency Management Sheriff Addressing and Mapping Community Corrections Dog Pound 		<u>Page 65-76</u>
 11. Newsletters and/or Event Notifications: Buckhannon Business-in-Community Dialogue to be held March at 5 p.m. Upshur County Community Baby Shower at WVWV on March 17 Run Like a Fool 5K at the Buckhannon River Walk on April 7th beg 	th from 10 a.m. to 1:	<u> Page 77</u>
Curry Courier	February 27, 201	3
James W. Curry Public Library Calendar of Events	March 2018	<u>Page 82-88</u> <u>Page 89</u>
12. Agendas and/or Notice of Meetings:		
Elkins Road PSD	March 6, 2018	<u> Page 90</u>
Adrian PSD	March 8, 2018	<u> Page 91</u>
 Buckhannon-Upshur Airport Authority 	March 8, 2018	<u> Page 92</u>
 Upshur County Safe Structures and Sites Enforcement Board 	March 8, 2018	Page 93
 Upshur County Solid Waste Authority 	March 12, 2018	Page 94
Upshur County Family Resource Network	March 12, 2018	Page 95
City Council of Buckhannon	March 15, 2018	<u>Page 96</u>
Wes-Mon-Ty RC&D	March 20, 2018	Page 97
Upshur County Public Library	March 20, 2018	<u>Page 98</u>
,	•	
13. Meeting Minutes:		
 Upshur County Safe Structures and Sites Enforcement Board 	February 8, 2018	
	_	age 99-100
 Upshur County Family Resource Network 	February 12, 201	
	 -	ige 101-102
 Buckhannon-Upshur Parks and Recreation Advisory Board 	February 12, 201 <u>P</u> o	8 age 103-104

14. Meetings:

rigs,		
04/03/18	5:30 p.m.	Elkins Road PSD
04/03/18	4:00 p.m.	Hodgesville PSD
04/05/18	7:00 p.m.	Banks District VFD
04/05/18	7:00 p.m.	Selbyville VFD
03/12/18	12:00 p.m.	Upshur County Family Resource Network
03/12/18	4:30 p.m.	Upshur County Solid Waste Authority
03/12/18	5:30 p.m.	Buckhannon-Upshur Recreational Park Advisory Board
05/07/18	6:00 p.m.	Lewis-Upshur Community Corrections Board-Lewis County
03/13/18	7:30 p.m.	Adrian VFD
05/03/18	6:00 p.m.	Buckhannon-Upshur Board of Health
03/21/18	7:00 a.m.	Upshur County Development Authority – Full Board
03/14/18	12:00 p.m.	Upshur County Senior Center Board
03/08/18	3:00 p.m.	Upshur County Conventions & Visitors Bureau
03/14/18	6:00 p.m.	Upshur County Citizens Corp – CERT
03/14/18	7:30 p.m.	Warren District VFD
03/08/18	10:00 a.m.	Adrian PSD
03/14/18	3:00 p.m.	Tennerton PSD
03/08/18	4:00 p.m.	Upshur County Safe Sites & Structures Ordinance Board
03/08/18	7:30 p.m.	Buckhannon VFD
03/08/18	4:00 p.m.	Buckhannon Upshur Airport Authority
03/15/18	6:30 p.m.	Upshur County Youth Camp Board
03/18/18	6:00 p.m.	Washington District VFD
03/19/18	12:00 p.m.	Buckhannon-Upshur Chamber of Commerce
03/13/18	4:00 p.m.	Upshur County Public Library Board – CANCELLED
03/20/18	10:00 a.m.	Upshur County Public Library Board – Special Meeting
03/20/18	10:00 a.m.	Wes-Mon-Ty Resource Conservation & Development Council
03/20/18	6:30 p.m.	Upshur County Fire Board, Inc.
03/20/18	5:00 p.m.	UC Enhanced Emergency Telephone Advisory Board
03/14/18	7:00 p.m.	Ellamore VFD
03/21/18	12:00 p.m.	Lewis Upshur LEPC Lewis location
03/15/18	2:00 p.m.	Upshur County Farmland Protection Board
03/28/18	10:00 a.m.	James W. Curry Advisory Board
03/26/18	6:00 p.m.	Upshur County Fire Fighters Association
03/14/18	7:00 p.m.	Buckhannon River Watershed Association - Board of Directors
	04/03/18 04/03/18 04/03/18 04/05/18 04/05/18 03/12/18 03/12/18 03/12/18 03/12/18 03/13/18 05/03/18 03/21/18 03/14/18 03/08/18 03/14/18 03/08/18 03/08/18 03/08/18 03/08/18 03/15/18 03/15/18 03/15/18 03/13/18 03/20/18 03/20/18 03/20/18 03/20/18 03/20/18 03/21/18 03/21/18 03/21/18 03/21/18 03/20/18	04/03/18 5:30 p.m. 04/03/18 4:00 p.m. 04/05/18 7:00 p.m. 03/12/18 7:00 p.m. 03/12/18 12:00 p.m. 03/12/18 5:30 p.m. 03/12/18 5:30 p.m. 05/07/18 6:00 p.m. 03/13/18 7:30 p.m. 05/03/18 6:00 p.m. 03/21/18 7:00 a.m. 03/14/18 12:00 p.m. 03/08/18 3:00 p.m. 03/14/18 6:00 p.m. 03/08/18 10:00 a.m. 03/08/18 4:00 p.m. 03/08/18 7:30 p.m. 03/08/18 7:30 p.m. 03/08/18 4:00 p.m. 03/15/18 6:30 p.m. 03/15/18 6:30 p.m. 03/20/18 10:00 a.m. 03/20/18 7:00 p.m. 03/20/18 10:00 a.m. 03/20/18 7:00 p.m. 03/20/18 7:00 p.m.

15. Appointments Needed or Upcoming:

16. Budget Hearing Schedule

The Commission will hold budget hearings at the Upshur County Administrative Annex on the following dates. For a detailed list of meetings, please contact Carrie Wallace at clwallace@upshurcounty.org.

- Monday, March 12th beginning at 9:00 a.m.
- Tuesday, March 13th beginning at 9:00 a.m.
- ullet Wednesday, March 14th beginning at 9:00 a.m.
- \bullet Thursday, March 15 th beginning at 1:00 p.m.
- Friday, March 16th beginning at 9:30 a.m.

Tabled Items

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

Next Regular Meeting of the Upshur County Commission March 22, 2018 --- 9:00 a.m. Upshur County Courthouse Annex





James W. Curry Scholarships

Scholarship of \$2000 over a two year period

Two Awards - \$1000 per year for each

Upshur County Commission

Rewarding students who continue his legacy...

Investing in our future!

The James W. Curry Scholarships will provide financial assistance to deserving persons who plan to continue their education following graduation from high school. James W. Curry valued education and understood the importance of furthering education to assure economic prosperity, as well as returning to your community to serve after obtaining additional training and education.

Criteria:

- π 2.0 overall high school GPA
- π Must obtain high school diploma or GED
- π Resident of Upshur County
- π Complete application and submit by May 1st deadline
- π Show proof of acceptance by an accredited 2-year or 4-year institution of higher education and maintain academic eligibility for second year of award

Upshur County Commission

91 West Main St., Suite 101 Buckhannon, West Virginia 26201 Phone: (304) 472-0535 Fax: (304) 473-2802

Eligible applicants will be required to submit a completed application according to the instructions provided. Applications must be postmarked or delivered to the Office of the Upshur County Commission on or before May 1st

James W. Curry Scholarship

The Upshur County Commission is now accepting applications for The James W. Curry Scholarship for the 2018-2019 academic year. The James W. Curry Scholarships will provide financial assistance to deserving persons who plan to continue their education following graduation from high school. James W. Curry valued education and understood the importance of furthering education to assure economic prosperity, as well as returning to your community to serve after obtaining additional training and education. The scholarship is for \$2000 over a two year period and awards. Applicants must meet the following criteria: overall high school GPA of 2.0, high school diploma or GED, resident of Upshur County, submit completed application by May 1st deadline, show proof of acceptance by an accredited 2-year or 4-year institution of higher education and maintain academic eligibility for second year of award. Interested individuals may obtain an application from the Office of the Upshur County Commission located at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, during the normal business hours of 8:00 a.m. until 4:30 p.m., Monday through Friday or the website at www.upshurcounty.org. Completed applications must be returned to the Office of the Upshur County Commission on before close of business on Tuesday, May 1, 2018.





March 13, 2018

Upshur County Tax Assessor Attention: Dustin Zickefoose, Assessor

Reference: Proposal for Upshur County GIS Website

Dear Mr. Zickefoose:

Atlas Geographic Data, Inc. (Atlas) is pleased to submit this proposal for the referenced GIS website development and hosting for Upshur County. Our proposed scope of work is based upon meeting all of the requirements that we have discussed in prior discussions and on-site meetings.

We propose to conduct the following tasks to accomplish Upshur County's goals for GIS website implementation and future development:

- Create a GIS website for public access and viewing.
- Create a web-based IAS viewer allowing for more in depth search and query abilities of county land records.
- Provide technical support in-regards to use and functionality of both the web map and IAS websites for county tax mapping staff.
- Provide a "how to" demonstration open to the public should the county wish to conduct such an event.

Cost:

2018 GIS Website Hosting------\$3,000

April 1, 2018 through March 31st 2019





We appreciate this opportunity do not hesitate to contact us.	y to be of service. If you show	ald have any questions, please
Sincerely,		
Hays Lambert, PLS GISP President		
Tre Penegar, PLS GISP Project Manager		
All information contained in the and are supplied on the unders disclosed to third parties with	standing that they will be held	confidentially and not
Upshur County GIS/Mapping		Atlas Geographic Data, Inc
(Signature)		(Signature)
		(Signature)
(Ву)		
(Title)		
(Title)		

(Date)

(Date)

(5)

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

March 15, 2018

Mr. Todd Goddard Community Development Representative WV Development Office 1900 Kanawha Boulevard, East Building 3, Suite 700 Charleston, WV 25305

RE: Upshur County Commission—Elkins Road PSD Phase III Water System Improvements Small Cities Block Grant Project #16SCBG0008
Request for Funds #7

Dear Mr. Goddard:

In accordance with the drawdown procedures established by the State, this letter of transmittal contains a progress report on the above-referenced project to support the enclosed Request for Payment:

- 1. <u>Administration</u>— All evidentiary materials have been submitted and exempt activities have been approved by the WVDO. Currently, the environmental review is in progress. Amount requested is \$0.00.
- 2. **Engineering** Study and Report Phase is 100% complete and the preliminary design phase is approximately 100% complete. Amount requested is \$4,632.00.

The total amount of this request is \$4,632.00. If you have any questions or comments, please contact our project administrators at 304-472-6564.

Sincerely,

Samuel R. Nolte President

Enclosure

Community Development Block Grant -Small Cities Block Grant Program REQUEST FOR PAYMENT



TO:

West Virginia Development Office

1900 Kanawha Boulevard, East

Building 3, Room 700 Charleston, WV 25305

304-558-2234 304-558-3248

FROM:

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

Project Name	Elkins Road PSD P	hase III Water System Improver	Project #	16SCBG0008	
Drawdown #	7		% of Pro	3.9%	
Time Period Covere	d by this Request:	2/9/2018	TO	3/15/2018	

					0/10/2010	
Amount of CDBG F	unds on hand at the	e time of this Requ	est		\$	
COST CATEGORIES	APPROVED BUDGET AMOUNT	AMOUNT REQUESTED TO DATE	AMOUNT REQUESTED THIS DRAW	TOTAL AMOUNT REQUESTED	AMOUNT DISBURSED TO DATE	BALANCE
Administration	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
Arch/Engineering	\$263,434.00	\$53,733.00	\$4,632.00	\$58,365.00	\$53,733.00	\$205,069.00
Land Acquisition						
Construction	\$1,136,566.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,136,566.00
Permits/Ads/Fees						
Other						
Other						
SUB-TOTAL:	\$ 1,500,000.00	\$ 53,733.00	\$ 4,632.00	\$ 58,365.00	\$ 53,733.00	\$ 1,441,635.00
Less Income						we are an extension of the large temperature than
TOTAL:	\$ 1,500,000.00	\$ 53,733.00	\$ 4,632.00	\$ 58,365.00	\$ 53,733.00	\$ 1,441,635.00

PROGRESS REPORT: REQUEST FOR PAYMENT WILL NOT BE PROCESSED WITHOUT PROGRESS REPORT.

Region VII Planning and Development Council has assisted the Commission with completing the Evidentiary Materials. The project engineers, Chapman Technical Group, has started the design and is 100% complete with the Study and Report Phase and 100% complete with the Preliminary Design.

I certify costs claimed by this report are correct and just and based upon actual requirements; that work and services are in accordance with the approved project agreement; and that work and services are satisfactory and consistent with the amount claimed. Supporting documents are attached to verify costs claimed and are available locally for audit and inspection. City, county, or other direct recipients of funds are not involved in any court litigation or lawsuit involving any applicable laws contained in the grant contract

Chief Elected Official

Date

Original Signature Required

Copies of Invoices Required





Ekins Road PSD

FEB 1 € 2007

RECEIVED

January 31, 2018 Project No:

0000007006.00

Invoice No:

0017220

Elkins Road Public Service District

Attn: Carey Wagner, Chairperson

4538 Old Elkins Rd Buckhannon, WV 26201

Project

0000007006.00

Elkins Road PSD-Phase III WSI

Re: Elkins Road PSD Phase III WSI

Professional Services from December 31, 2017 to January 27, 2018

Fee

Billing Phase	F:	Percent	-
Simila i Hase	Fee	Complete	Earned
Study & Report Phase	65,000.00	100.00	65,000.00
Preliminary Design	154,400.00	100.00	154,400.00
Final Design	205,600.00	0.00	0.00
Bidding & Contracting	25,700.00	0.00	0.00
Construction Phase	128,300.00	0.00	0.00
Surveying Services	7,500.00	0.00	0.00
Financing Services	3,500.00	4.2857	150.00
Record Drawings	15,000.00	0.00	0.00
PSC Services	4,000.00	0.00	0.00
Geotechnical Engineering Services	5,000.00	0.00	0.00
Resident Construction Observation	537,000,00	0.00	0.00
** Tank Inspection	4,700.00	100.00	4,700.00
Total Fee	1,155,700.00		224,250.00
		Previous Fee Billing	208,810.00
e e		Current Fee Billing	15,4 4 0.00
		Total Fee	

15,440.00

Total this invoice

\$15,440.00

Billing Note:

SCBG Eligible (30%) \$4,632 (except Tank Inspection)

PLEASE REMIT TO: Chapman Technical Group Post Office Box 1355 St. Albans, WV 25177 304.727.5501 904.727.5580 Fax www.chaptech.com

^{**} Denotes Amendment No. 1 (Not SCBG Eligible)





Project	0000007006,00	Elkins Road PSD	Phase III W81	Willest, mar.	X VIII S COMPANY	Invoice	0017220		DINE
Outstandi	ng Involces				, , , , , , , , , , , , , , , , , , ,	The Continue of the State of th	. 100		_
941	Number 0000001 0000002 0000003 0000004 0000005 0017025	Date 1/31/2017 5/31/2017 6/30/2017 7/31/2017 8/31/2017 9/30/2017	Balance 28,105.00 10,808.00 5,404.00 10,808.00 27,020.00 15,508.00			T		4	-
	0017182 Total	11/30/2017 12/31/2017	15,440.00 30,880.00 143,973.00						

PLEASE REMIT TO: Chapman Technical Group Post Office Box 1355 St. Albans, WV 25177 304.727.5501 304.727.5580 Fax www.chaptech.com





WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard East • Charleston, WV 25305-0311 (304) 558-2234 • (800) 982-3386 • WVDO.org

February 28, 2018

The Honorable Terry B. Cutright President **Upshur County Commission** 91 West Main Street, Suite 101 Buckhannon, West Virginia 26201



RE: **Community Development Block Grant Program**

Elkins Road PSD, Phase III Water System Improvements Project

Project Number: 16SCBG0008 (\$1,216,566)

Dear President Cutright:

Congratulations on Governor Justice's recent Community Development Block Grant (CDBG) award of \$1,216,566 to assist the Upshur County Commission with the Elkins Road PSD, Phase III Water System Improvements Project.

This funding is provided under Title I of the Housing and Community Development Act of 1974 under regulations of the Department of Housing and Urban Development, including but not limited to 24 CFR (Code of Federal Regulations), Part 570, Sub-Part I, as amended or revised, and subject the State of West Virginia's CDBG Policies and Procedures Manual and all program guidelines.

Funds are provided to meet the HUD National Objective of Benefit to Low- and Moderate-Income (LMI) persons to provide the Low Mod Area (LMA) Benefit in the Eligible Activity of Public Facilities to include the acquisition, construction, reconstruction, rehabilitation or installation of public improvements or public facilities in accordance with 24 CFR Part 570.201(c

No funds may be expended prior to the full execution of this grant agreement and written authorization from the West Virginia Development Office (WVDO).

- The WVDO may cancel the grant and reallocate the grant funds if the grant agreement is not prepared, signed, and processed within 30 days of the date of this letter.
- The Grantee must submit all Evidentiary Material requested on the enclosed list to the WVDO within 60 days of the date of this letter.
- Written authorization from the WVDO is required prior to the expenditure of any funding associated with this project.

Work to be performed under this contract is subject to 24 CFR Part 135, also known as Section 3 of the Housing and Urban Development Act of 1968. Section 3 is discussed in detail within the grant agreement, and the Grantee is responsible for compliance and reporting. Section 3 Certifications must be included in contracting and subcontracting agreements for this project. This enclosed grant agreement certifies that the local government, as the Grantee, shall comply with the policies, guidelines, and requirements of Title I of the



Housing and Community Development Act of 1974 and all applicable State and Federal laws in the administration and distribution of funds provided under this agreement including, but not limited to:

- Fair Housing
- Section 3
- Environmental Review
- Contracting, Procurement, and Labor
- Record Retention and Reporting

The Grantee is also responsible for completion of the Environmental Review Record, as specified and required in regulations pursuant to 24 CFR Part 58. The Grantee must certify to the State that it has complied with all requirements and obligations set forth by 24 CFR Part 58 prior to the obligation of any funds. These requirements prohibit the Grantee from taking any "choice limiting actions" prior to the completion of the environmental review. Choice-limiting actions include any activity that will result in a physical change, including property acquisition, demolition, movement, rehabilitation, conversion, repair, construction, and leasing or disposition.

All procurement and construction contracting shall be executed in a manner that provides maximum open and free competition consistent with the procedures identified in the CDBG Policies and Procedures Manual, and in accordance with Chapter 5-22-1 of the West Virginia Code and federal regulations, 2 CFR 200. The local government is required to take affirmative steps to assure that Women and Minority-Owned Business Enterprises (WBE/MBE) are encouraged to bid. These steps must include direct solicitation of WBE/MBE contractors and businesses, proof of which must be included in the project files.

The WVDO works closely with the State's Regional Planning and Development Councils in the administration of this grant program. An implementation meeting will be scheduled in the coming weeks to discuss the requirements of CDBG grant funding. A representative of your office and the project engineer must attend this meeting.

The project team will be provided with a copy of the CDBG Policies and Procedures Manual and other program guidelines. A copy is available on the wvcommerce.org website, and most easily found by searching "wvdo downloads."

If you have any questions concerning this letter, please contact me at 304-558-2234 or send email to Todd.A.Goddard@wv.gov. We look forward to working with you to complete this project.

Sincerely, Todd Hooldwal

Todd Goddard CDBD Program

cc: Shane Whitehair, Region VII PDC Cary Smith, Region VII PDC

Enclosures



(11)

West Virginia CDBG-Small Cities Block Grant Program REQUEST FOR APPROVAL OF EVIDENTIARY MATERIALS (FORM 1-4)

Grantee	Upshur County Commission	Pr	oject#	16SCBG00	08
Project Name	Elkins Road PSD Phase III Water System Improvement Project	Ar	mount	\$ 1,500,000	
Prepared By	pared By James Marshall Agency				PDC
Project Description	on				
Provide date of su	bmittal to WVDO for all documents. Unless otherwise	noted all		lace a rim	e water to
documents are du	e within 60-days of the date of the Award Notice Letter	r.	Design Grant	Fully Funded	Approva Initial/Da
1. Signed Gran	t Agreement and Resolution Due within 30 days		02/16/2017	03/15/2018	
Project Porfe	parment Review Form (Attachment 6-6) /Print Out sam	n.gov	04/05/2017	03/15/2018	
36 months –	ormance Schedule indicating project completion within (Attachment 1-1)		04/05/2017	P:	
CFR 200 - (nagement Compliance with Common Rule 24 CFR Pa Attachment 1-2) + Code of Conduct + 3 Day Rule (Attach 3-3)	rt 85/2	04/05/2017	Previous documents still current	
	Code and Standards + Resolution		04/05/2017	Previous documents still current	
(Attachment			04/05/2017	Previous documents still current	
	Disclosure Form Update (Form HUD-2880)				
	s of Other Funds – Letters from Sources		N/A	IJDC Recom- mendation Included	
Administrator		l Project	04/05/2017	03/15/2018	
and the second s	ndment Request – (Attachment 3-6) al Review Determination – Level of Review Required		04/05/2017	03/15/2018	
1. ERR Docume	entation for 24 CFR 58 and Exempt Activities (Attach 2 rements Checklist	2-9) +	04/05/2017		
	ents as Requested by WVDO		N/A		
Sample Equa	ng Documents are Retained by the Grantee in the P ral Review Record: Documentation for 24 CFR 58 – (At I Employment Opportunity (EEO) Policy – (Attachment solution – (Attachment 1-7) and ADA Complaint Resolution Procedures – (Attachm	tachment 2 nt 1-6) + Re	2 91		
				03/15/201	8
amuel R. Nolte, (Elected Official Commission President ief Elected Official		1	Date	_

Approved by WVDO: Date:



ATTACHMENT 1-1

CDBG-SCBG or ARC Project Schedule

Project No.:		16SCBG	Grantee:	Upshur County Commission
IJDC No.:		2016W-1632		Elkins Road PSD Water System Improvement
Total SCBG Funds: Split Year	\$	1,500,000	Administrating Agency:	Region VII PDC
Funding Scenerio:			Prepared By:	James Marshall
Construction Project:	×	Design Only:	As of Date:	

ACTIVITY	DATE ACHIEVED OR EXPECTED TO ACHIEVE
Contract Date	1/10/2017
Implementation Meeting	Apr-2018
Project Design submitted to BPH/DEP	Jul-2018
Begin Easement Acquisition	Apr-2018
Rule 42 Completed	Aug-2018
Evidentiary Materials Approved by WVDO	May-2017
Environmentally Exempt Activity Determination to WVDO	May-2017
Exempt Activities Approved by WVDO/Notice To Proceed	May-2017
Submit Binding Commitment IJDC Application	Aug-2018
Project Design Approved by BPH/DEP	Aug-2018
Receive IJDC Binding Commitment	Sep-2018
File PSC Certificate Application	Sep-2018
80% Easements Secured	Sep-2018
Environmental Review/FONSI Approved by WVDO	Apr-2018
RROF Approved by WVDO/ROF Date	Apr-2018
Intent to Bid & Bid Document Checklist to WVDO	May-2018
Authorization To Bid by WVDO	May-2018
Advertise for Bids	Oct-2018
Pre-Bid Meeting	Oct-2018
Bid Opening Date	Nov-2018
Obtain PSC Approval	Dec-2018
SAM Check Confirmation Date	Aug-2018
Contracts Awarded with Grantee Approval	Feb-2019
Pre-Construction Meeting	Mar-2019
Notice to Proceed from Engineer	Mar-2019
Project Construction Begins	Apr-2019
Project Construction Completed	Apr-2020
Monitoring Date(s)	Nov-2018
PR to WVDO/Approved Date	Jan-2020
Closeout Interim	Mar-2020
Closeout Final	Jun-2020

Form Revised: 3/13/2018



Community Development Block Grant (CDBG)

Grant Amendment No. 1

West Virginia Development Office 1900 Kanawha Blvd. East Building 3, Suite 700 Charleston, WV 25305

Subrecipient Information State Accounting Information Name: **Upshur County Commission** Major Program: CDBG Address: 91 West Main Street, Suite 101 Program: **CDBGGRANTS** Buckhannon, West Virginia 26201 Oasis Grant Award Number: 17*3858 FEIN: 55-6000406 Oasis Vendor Number: 212313 DUNS: 028608099 Indirect Cost Rate: XX.XX%

Amendment No. 1 - Description of Change

Elkins Road PSD, Phase III Water System Improvements Project. Additional funds are being obligated to the project from PY2017 in the amount of \$1,216,566. This is in addition to PY2016 funds obligated to the project in the amount of \$283,434. This brings the Total Federal funds committed to the project to a total of \$1,500,000.

Federal Award Informa	tion		Pass-through Award Information		
Federal Awarding Agency	Departmen Developme	t of Housing and Urban	Pass-through Awarding Agency	Commerce	
CFDA Number and Name	The second secon	ommunity Development	Subaward Project Number Period of Performance	16SCBG000	
R&D Award	No		Amended Period of Performance		6 - 06/30/2018
PY2016 Funds		24525	PY2016 Funds - PPC-B16		00/00/2020
FAIN Federal Award Date Total Federal Funds Availab		B16DC540001 09/19/2016 \$12,520,351	Funds Obligated by This Action Total Funds Obligated		N/A \$283,434
PY2017 Funds FAIN Federal Award Date		B17DC540001 10/30/2017	Funds Obligated by This Action Total Funds Obligated		\$1,216,566 \$1,216,566
Total Federal Funds Availab		\$12,288,766	Total Federal Funds Committed to	Proiect	\$1,500.000

Notice of Grant Amendment

A Grant Amendment is a written order by the Pass-through Entity directing the Subrecipient to change the terms of the original scope of work of an Agreement. The changes alter the original Agreement amount and/or grant period. Such changes must be within the scope of the Grant Agreement and all regulations governing the project.

Terms of Acceptance

By accepting funds under this Amendment, the subrecipient agrees to comply with all terms and conditions in the Agreement; all assurances and certifications made in the Agreement; and all applicable federal statutes, regulations, and guidelines. The subrecipient agrees to administer the funded project in accordance with the Agreement and budget(s), supporting documents, and other representations made in support of the Agreement.

For the Pass-Through Entity:		For the Subrecipient:		
Authorized Signature	Date	Authorized Signature	Date	
Mary Jo Thompson, Director Name / Title	The state of the s	Samuel R. Nolte, Preside:	nt	
304-558-2234		304.472.0535		
Phone		Phone		
Mary.Jo.Thompson@wv.gov Email	No.	srnolte@upshurcounty.org		



COMMUNITY DEVELOPMENT BLOCK GRANT - GRANT AGREEMENT

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement"), dated and effective February 1, 2018, is between the West Virginia Development Office, a division of the West Virginia Department of Commerce ("State"), and the Upshur County Commission and its authorized officers, agents, and representatives ("Grantee").

RECITALS

- A. WHEREAS, on October 19, 2017, HUD approved the State's Annual CDBG Action Plan, which addresses infrastructure needs;
- B. **WHEREAS**, in connection with such, the State has entered into grant agreement with HUD (the initial grant agreement, hereinafter the "<u>Grant Agreement</u>");
- C. WHEREAS, the State will comply with all grant allocation requirements and the Grantee will also be required to meet all requirements;
- D. WHEREAS, the State has elected to administer the non-entitlement portion of the Community Development Block Grant (CDBG) Program as authorized by Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, subject to the applicable regulations of the Department of Housing and Urban Development, including but not limited to 24 CFR (Code of Federal Regulations), Part 570, Sub-Part I, as amended or revised, and subject to the scope of the State of West Virginia's CDBG Policies and Procedures Manual and other Program Guidelines, availability of which is hereby acknowledged by the Grantee.
- E. WHEREAS, the Grantee has identified its housing and community development needs, including those of low- and moderate-income persons and the activities to be undertaken to meet such needs.
- F. WHEREAS, the Grantee has prepared a written citizen's participation plan which provides opportunities for citizen participation, hearings, and access to information with respect to the proposed project statement in such a manner as to afford affected citizens an opportunity for examination and comment regarding the proposed project and on the community development performance of the Grantee, a Community Development Plan, and an Anti-displacement and Relocation Assistance Plan.



- G. WHEREAS, for audit purposes, the Catalog of Federal Domestic Assistance number is 14.228, Community Development Block Grant/State's Program, funded by the Department of Housing and Urban Development.
- H. WHEREAS, the Grantee has requested assistance from the State and has offered assurances that maximum feasible priority has been given to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight, or to meet other community needs having a particular urgency because an existing condition poses a serious and immediate threat to the health and welfare of the community where other financial resources are not available to meet such needs.

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

1. Assistance to Grantee. The State shall obligate to the Grantee, from funds allocated to the State by Grant Agreement B-17-DC-54-0001, \$1,216,566 to perform such tasks hereafter described in the Scope of Services ("Project"). Funding for the Project is provided to meet the National Objective of Benefit to Low- and Moderate-Income (LMI) persons to provide a Low Mod Area (LMA) Benefit in the Eligible Activity of Public Facilities to include the acquisition, construction, reconstruction, rehabilitation or installation of public improvements or public facilities in accordance with 24 CFR Part 570.201(c).

A) Budget.

- i. The final budget allocation for the Project is attached hereto as the CDBG Budget Amendment (Form 3-6) as Exhibit I and fully incorporated herein by reference ("Budget"). Any subsequent modifications to the Budget shall otherwise be in a form and substance satisfactory to the State and consistent with applicable requirements of law. If necessary and upon request, the State may, as required by CDBG Rules, require a more detailed or supplementary Budget breakdown, and the Grantee shall provide such detailed or supplementary Budget information in a timely fashion in the form and content prescribed by the State.
- ii. In accordance with the CDBG Rules, the Grantee shall cause the Budget to be in sufficient detail to provide a sound basis for the State effectively to monitor Grantee's performance under this Agreement and to meet the requirements set forth in the CDBG Rules that must be complied with to allow payments of program funds to the Grantee.



- 2. Scope of Services. The Grantee, its contractors and/or its designated agent(s), in accordance with the Community Development Block Grant Handbook and other Program Guidelines to be used in the administration of the Community Development Block Grant, and in accordance with the approved application of the Grantee, shall do, perform, and carry out, in a satisfactory and proper manner all duties, tasks, and functions necessary to assist the Upshur County Commission to make improvements to the water distribution system and extend water service to 82 households. It will upgrade two water tanks, replace 14 water lines, and add two booster stations four booster station emergency generators.
 - i. The Grantee shall administer and/or perform the activities detailed in the Scope of Services in a manner satisfactory to the State and otherwise in accordance with this Agreement. The Scope of Services is set forth in detail in CDBG Project Schedule (Form 1-1) attached hereto as <u>Exhibit II</u> and fully incorporated by reference ("Performance Measures").
 - ii. The State shall monitor the performance of the Grantee and Grantee's Contractors' achievement of the performance requirements set forth in the Scope of Work or this Agreement. Substandard performance as determined by the State shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not commenced by the Grantee within thirty (30) Days (or such other time period, if any, required by HUD or as set forth by the State in the written notification) after receiving written notification by the State and diligently pursued to completion by Grantee, the State may initiate contract suspension or termination procedures.
- 3. Changes. The State will consider program amendments initiated by the Grantee or by the State. The State defines a program amendment as a request for change in an approved program which (i) is an activity in the program, (ii) significantly alters the scope, location, or objective of the approved activities or beneficiaries, and/or (iii) results in a change or cumulative changes of the approved budget. The Grantee, from time to time, may require changes in the Scope of the Services of the work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation and work to be performed which are mutually agreed upon by and between the State and the Grantee, shall be incorporated in written amendments to this Contract. Major changes in the Scope of Services attached hereto as Schedule



If which substantially deviate from that originally approved shall require the same citizen participation process as performed for the initial submission of the grant proposal. The State reserves the right to make final determination on questions/requests regarding changes in the Scope of Services.

4. <u>Term of Agreement (Time of Performance)</u>. Term. The term of this Agreement (the "<u>Term</u>") commences on the Effective Date and expires on June 30, 2020, or such later date as the Parties may agree to in a signed writing. This Agreement shall remain in full force and effect during the Term, unless earlier terminated in accordance with the provisions hereof; <u>provided</u>, that in accordance with certain provisions of this Agreement those provisions shall survive the end of the Term or early termination hereof.

Performance Measures and Spending Milestones.

- A) Performance Measures. All funding necessary to complete this project should be secured at the awarding of this grant. Performance measures establish that the Grantee should complete design and engineering within three months, and construction should be started within nine months of this award. Achievement and compliance with the performance measures will be evaluated based upon the CDBG Project Schedule (Form 1-1) attached hereto as Exhibit II and fully incorporated by reference ("Performance Measures"). These Performance Measures establish goals against which performance under this contract can be measured and evaluated during regular scheduled monitoring visits by the State. Failure to meet these Performance Measures can result in termination of this contract and/or prohibit Grantee from being eligible to submit an application for future fiscal year allocations until such time as outlined situations are resolved.
- B) <u>Spending Milestones</u>. By no later than the dates listed in the table below in the column entitled "Spending Milestones," Grantee must submit a Request for Payment, as detailed in this Agreement, that complies with the terms of this Agreement incurred in the cumulative minimum amounts listed in the column below entitled "Minimum Amount."

Cumulative Minimum Spending Milestones	Dates
10 percent	June 30, 2018
30 percent	December 31, 2018
50 percent	June 30, 2019





- C) If the Grantee fails to comply with Section 5(B), the State shall provide notice and an opportunity to cure within 30 days or such other reasonable time as may be specified in the notice. If the Grantee fails to cure such non-compliance with Section 5(B) within the time provided by the State, the State shall have the discretion to take one or more of the following actions:
 - 1. Require additional project monitoring to ensure compliance with Section 5(B).
 - Require Grantee to obtain technical or management assistance in order to ensure compliance with Section 5(B).
 - 3. Reduce the Program Funds to be disbursed under this Agreement in an amount not to exceed the difference between the full amount awarded for the Project and the total amount for which the Grantee has submitted a Request for Payment that is compliant with section 5(B) as of the date of the expiration of the cure period specified in Section 5(B) and require Grantee to revise the Budget based on the reduction of Project funds, such Budget revision to be approved by the State. Failure to comply with Section 5(B) shall not constitute an Event of Default.

Administrative Requirements and Procedures.

- A) Personnel. The Grantee represents that it has or will secure personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with the State, consistent with the procedures identified in the Community Development Block Grant Policies and Procedures Manual.
- B) Applicable Law. The Grantee, its agents, and subrecipients shall comply with all the restrictions, conditions, policies, guidelines, and requirements of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended; with all current applicable State and Federal Laws and regulations as may be amended, including 24 CFR Part 570; 2 CFR Part 200 as applicable, in administering and distributing funds provided under this Agreement including, but not limited to, the following:
- i. P.L. 88-352: Refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.) which provides that no person in the United States shall, on the grounds of race, color, or national



origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations are found in 24 CFR Part I.

- ii. P.L. 90-284: Refers to Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601-20 et. seq.) popularly known as the Fair Housing Act which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap, or familial status. The Grantee further certifies that it will take actions necessary to affirmatively further fair housing.
- iii. Executive Order 11063, as amended by Executive Order 12259, requires that taking of all actions necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use of occupancy thereof. Implementing regulations are contained in 24 CFR 107.
- iv. Section 109 of P.L. 93-383 requires that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds.
- v. Section 109 of the Act further provides any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified person as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply.
- vi. Section 110 of P.L. 93-383 requires compliance with the Davis-Bacon Act, as amended (40 U.S.C. 276a 276a-5). By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) also applies.
- Vii. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) requiring that to the greatest extent feasible opportunities for employment and training be given to lower income persons residing within the unit of local government or metropolitan area or nonmetropolitan county in which the project is located, and that Contracts for work in connection with



the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the same area.

- 7. Section 3 Responsibilities of the Grantee. Each Grantee has the responsibility to comply with Section 3 throughout this project and ensure full Section 3 compliance from its contractors and subcontractors having contracts greater than or equal to an amount of \$100,000.00. Section 3 responsibilities include but are not limited to:
- A) Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;
- B) Notifying potential contractors for Section 3 covered projects of the requirements of this part, and incorporating the Section 3 clause set forth in §135.38 in all solicitations and contracts related to this Project;
- C) Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in §135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in §135.30;
- D) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135;
- E) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.
- F) A State or county which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in §135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at §135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their



contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

- G) Incorporating the following Section 3 clauses into every contract or agreement that is entered into as a result of this Project. Pursuant to 24 CFR Part 135.38:
- i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 4 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2)



with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- vi. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- H) Executive Order 11246, as amended by Executive Order 12086 shall apply and provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.
- I) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831b) prohibits the use, and requires the elimination and/or abatement of the hazards of lead-based paints in residential structures constructed or rehabilitated with Federal assistance to include notification of the hazards of lead-based paint. The Lead Safe Housing Regulation (24 CFR Part 35) established the requirements for notification, evaluation, and reduction of lead-based paint hazards in federally-owned residential property and housing that receives federal assistance.
- J) The Grantee agrees to assume all responsibilities for completion of the Environmental Review Record, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(g) of the Act and published in 24 CFR Part 58.
- i. In addition to assuming responsibility for National Environmental Policy Act (P.L. 91-190), the Grantee must take into account, where applicable, the criteria, standards, policies, and regulations of the following: (a) Historic Preservation Act of 1966; (b) Executive Order 11593; (c) The Reservoir Salvage Act of 1960; (d) Flood Disaster Protection Act of 1973; (e) Executive Order 11988, Floodplain Management; (f) Executive Order 11990, Protection of Wetlands, (g) Coastal Zone Management Act of 1972; (h) the Safe Drinking Water Act of 1974; (i) the Endangered Species Act of 1973; (j) the Wild and Scenic Rivers Act of 1968; (k) the Clean Air Act; (l) Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979); (m) 24 CFR Part 51, Subpart B, Noise Abatement and Control; (n) Subpart C Siting of HUD Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature; (o) and Subpart D Siting of HUD Projects in Runway Clear Zones and Accident Potential Zones at Military Airfields.

 Before committing any funds, the Grantee must certify to the State that it has complied with all



requirements and obligations that are set forth by 24 CFR Part 58. Further, the Grantee must submit all requested Evidentiary Material to the State for approval prior to the obligation of any funds.

- ii. In accordance with 24 C.F.R. Part 58.22, the Grantee agrees to refrain from undertaking any physical activities or choice limiting actions until the State has accepted the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.
- iii. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the State's determination to proceed with, modify, or cancel the project based on the results of the environmental review.
- iv. The Grantee agrees to abide by the special conditions, mitigation measures or requirements identified in the State's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.
- v. Until the State has approved the environmental review for the project, neither the Grantee nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.
- vi. The Grantee agrees to provide the State with all available environmental information about the project and any information which the State may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the State's opinion is needed to fulfill its obligations under HUD environmental requirements.
- vii. The Grantee agrees to advise the State of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.
 - K) The Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of



1970 (URA) (42 U.S.C. 4601) and HUD implementing regulations at 24 CFR Part 42 apply to the acquisition of real property for an activity assisted under this part and to the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition. The West Virginia Code, Chapter 54-3 also applies. The Grantee must certify compliance with URA. Under Section 104(d) of the Act, each Grantee must adopt, make public and certify that it is following a residential anti-displacement and relocation assistance plan providing one-for-one replacement units and relocation assistance. The plan must also indicate the steps that will be taken to minimize the displacement of persons from their homes as a result of any activities assisted under this part all in accordance with 24 CFR Part 570.488(b).

- L) The State and the Grantee will comply with the provisions of the Department of Treasury Circular 1075 and/or the CDBG Policies and Procedures Manual, as revised, in the process of requesting and administering funds from the State's Letter of Credit.
- M) Funds provided under this agreement shall not be expended for acquisition or construction purposes in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless the community in which the area is situated is participating in the National Flood Insurance Program; and flood insurance is obtained in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973.

8. <u>Licensure and Registrations</u>

- A) Good Standing: The Grantee certifies that it and its Project Sponsors are registered and licensed to do business in the State of West Virginia. The Grantee and its employees and all Project Sponsors shall be licensed pursuant to all applicable federal, state and local laws, ordinances, rules and regulations and shall upon request provide proof of all licenses.
- B) Additional Administrative Requirements: Additional administrative requirements of federal grants are contained in 2 CFR, Part 25. The Grantee and Project Sponsors at all tiers must obtain a DUNS number and provide the DUNS to the State before the sub-award can be issued. As of May 2012, the Central Contractor Registry (CCR) along with several other procurement systems were incorporated into a single website called the System for Award Management (SAM). The SAM site is located at https://www.sam.gov/sam/. The Grantee will register with SAM and furnish State with documentation verifying such registration in order to receive federal funding under this Agreement.



- C) Federal Award Number: As per the Federal Funding Accountability and Transparency Act, federal agencies will assign a Federal Award Identification Number (FAIN) to each federal award. The FAINs are intended to increase transparency in federal spending and allow the American public to hold the government accountable for spending decisions. Each Grantee and Project Sponsors should be aware of this identification number and ensure the FAIN is incorporated into all subgrants under the Agreement.
- 9. Accounting. The Grantee shall undertake the obligations concerning financial management relating to the services set forth in the Scopes of Services. The Grantee agrees to comply with 2 CFR Part 200, Subpart D and the accounting principles and procedures described therein, utilize adequate internal controls. and maintain necessary source documentation for all eligible costs that are the subject of any Request for Payment or any other costs incurred. The Grantee will establish a separate account for the proper recording of project costs in accordance with generally accepted accounting principles and procedures so as to reflect all receipts and allowable expenditures, including program income (PI) in connection with the said project and the purpose thereof. The Grantee shall administer the Project in a manner consistent with the applicable requirements of law related to cost principles, including as set forth in Section 570.502 of the CDBG Rules and 2 CFR Part 200, Subpart E. PI generated prior to project closeout must be expended as received for project related activities in accordance with 24 CFR 570. If the Grantee received less than \$25,000 per state fiscal year in program income after closeout, the dollars received are not subject to provision of 24 CFR 570 and may be used at the Grantees discretion. If PI exceeds \$25,000 in any given state fiscal year after closeout, all program income earned must be expended in accordance with 24 CFR 570.489. It is the Grantees responsibility to notify the state of all PI earned in any given fiscal year from this date forward.
- Audit. Pursuant to provisions of Chapter 6, Article 9, Section 7 of the West Virginia Code, the Community Development Division has adopted the policy of accepting annual financial audits contracted or performed by the State Auditor's Office. The Grantee will include these funds to be audited with its yearly organization-wide audit. Audits shall be conducted in accordance with applicable provisions of 2 CFR 200, and with standards established by the Comptroller General as specified in Standards for Audit of Governmental Organizations, Programs, Activities, and Functions._The Grantee must follow 2 CFR 200.318 "General Procurement Standards" through 2 CFR 200.326 "Contract provisions". Refer to these sections for the allowable methods of procurement for the Grantee, the procurement thresholds, and the conditions and



requirements. In accordance with 2 CFR 200, the Grantee will incorporate these standards into its Procurement Policies and Practices. 2 CFR Part 200 Appendix II must be adhered to as applicable in grant agreements.

- Public Inspection of Audit Reports. Units of local government will make audit reports 11. available for public inspection within thirty (30) days after the completion of the audit. This includes submission of report package to the West Virginia Development Office and to the Federal Clearinghouse currently designated by OMB. The address of the clearinghouse is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132. Auditees are required to submit through the site. The FAC **IDES** Web site is located at: Clearinghouse Web Federal Audit https://harvester.census.gov/facides/.
- 12. Record Retention. Records shall be maintained in accordance with requirements prescribed by or in 2 CFR § 200.333, HUD and/or the State with respect to all matters covered by this Agreement and retained for at least three years after the State makes final payments and all other pending matters concerning this Agreement are closed, subject to the exceptions in 2 CFR § 200.333:
- A) If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- B) Records for nonexpendable property acquired with Federal funds shall be retained for three years after its final disposition.
- C) Records for displacement shall be retained in accordance with the CDBG Policies and Procedures Manual.
 - D) The retention period starts from the date of the issuance of the final audit report.
- often as the State or its designated representatives deem necessary, make available for examination all records, books, accounts, reports, files, and other papers, things or property of the Grantee with respect to the matters covered by this Contract. All negotiated contracts awarded by the Grantee shall include a provision that the Comptroller General or any duly authorized representative of the State or HUD shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.



- 14. Repayment. The Grantee shall refund to the State or Federal government any expenditures determined to be made for an ineligible purpose for which Federal funds were received.
- 15. <u>Competitive Procurement Procedures</u>. All procurement transactions, including professional services, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition consistent with procedures identified in the CDBG Policies and Procedures Manual, 2 CFR 200.318- 2 CFR 200.326., and with applicable local or State law.
 - A) With respect to the purchase by Grantee of any equipment, property or services to be used on the Project from any contractors in which such purchase will be paid for or reimbursed out of Project funds, the following provisions shall apply:
 - i. <u>Compliance</u>. If the Grantee uses Project funds to purchase any equipment from contractors, the Grantee shall comply with current procurement policies concerning the purchase of equipment and shall maintain inventory records of all project equipment as may be procured with funds provided herein.
 - ii. <u>Procurement Standards</u>. If the Grantee procures any project equipment, property or services from any contractors with program funds, unless specified otherwise within this Agreement, the Grantee shall undertake such procurement in accordance with the requirements of 2 CFR Part 200, Subpart D, sections 200.317-200.326.
 - B) Policies and Procedures. Grantee shall incorporate the provisions of 2 CFR 200.318-200.326 into its Procurement Policies, Procedures and Practices. Grantee shall fully comply with Appendix II of 2 CFR 200 and incorporate such federal contracting provisions in all contracts as required thereunder.
- C) The Grantee shall procure architect/engineer services in accordance with Chapter 5G of the West Virginia State Code and be in compliance with 2 CFR 200.
- D) The Grantee shall procure construction contracts in accordance with Chapter 5-22-1 of the West Virginia State Code and be in compliance with federal regulations 2 CFR 200.



- The Grantee shall solicit sealed bids for all construction-related contracts or supplies E) related to their project which has an estimated value of over \$25,000. All transactions under \$25,000 whether construction-related contracts, supplies, or professional services should be procured in a manner that provides maximum open and free competition and files are to be maintained to document such activities. Any attempts by the Grantee to segregate the project into sections in order to circumvent competitive procurement may be cause for termination of this Agreement under Item 22, Termination of Agreement for Cause. These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of Article Three, Chapter Fifty-Nine of the Code of West Virginia. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area within a period of fourteen consecutive days with at least an interval of six full days within such period between the date of the first publication and the date of the second publication preceding the final date of submitting bids. The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, sending notification to the State's Small Business Development Center Division, and by posting notice on a bulletin board in a public place. The Grantee shall have available upon request for review by the State or its designated representative, bid documents and other evidence of compliance with these procedures. The resolution of bid and contract disputes is the responsibility of the Grantee.
- F) Grantees have the ability to procure professional and construction services, therefore, the design-build method (5-22A-1) is not allowable. Public agencies can only utilize design-build on building project. Highways, water, sewer, and all other public works projects are specifically prohibited from using the design-build method.
- Bonding and Insurance. As otherwise required by law, a grant that requires the contracting or subcontracting for construction or facility improvements under \$100,000 shall provide for the Grantee to follow local or State requirements relating to bid guarantees, performance bonds, and payment bonds provided that the Grantee's and State's interest is adequately protected and that such contracts can be executed in a timely manner; otherwise, bonding requirements shall be the same as for contracts exceeding \$100,000. Consistent with 2 CFR 200.325, if a contract or subcontract exceeds \$100,000, the minimum bonding and insurance requirements shall be as follows:
- A) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument



accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required within the time specified.

- B) A performance bond on the part of the contractor for 100 percent of the contract price.

 This performance bond shall be executed by the successful contractor in connection with a contract to secure fulfillment of the contractor's obligations under such contract.
- C) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor or materials in the execution of the work provided for in the Contract.
- public has right of access constructed under the auspices of this Contract in accordance with minimum standards as may be required or prescribed by the applicable Federal, State and local statute, law, ordinance, or regulation as to actual construction procedures. The Grantee shall be responsible for maintenance and operation of such facilities upon completion. The Grantee may not change the use or planned use of any such facility (including the beneficiaries of such use) from that purpose initially approved unless the Grantee provides affected citizens with reasonable notice thereof and opportunity to comment on any proposed change all in accordance with 24 CFR Part 570.489(j).
- State, the Grantee, or any public agency or subrecipient receiving Community Development Block Grant funds who exercises or has exercised any function or responsibilities with respect to activities assisted with Community Development Block Grant funds or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from such activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The conflict of interest provision of 2 CFR 200 also apply as appropriate.
- 19. Recovery of Capital Costs. The Grantee will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds from this program by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless: (a) funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of such public



improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Grantee certifies to the State of West Virginia that it lacks sufficient funds received under the program to comply with the requirements of clause (a).

- 20. <u>Method of Payment</u>. In order to receive any and all payments under the terms of this Agreement, the Grantee shall submit the following a Request for Payment Financial Report containing a progress report. Upon receipt, the State shall review for reasonableness, appropriateness and eligibility and, if approved, will cause a warrant to be made on that sum to the Grantee for authorized expenditures from the State's Letter of Credit with the Department of Housing and Urban Development.
- 21. <u>Cost Underruns</u>. The State reserves the right to recapture all CDBG funds remaining due to cost underruns.
- 22. Termination of Agreement for Cause; Options to State in an Event of Default. Pursuant to 2 CFR 200.338, if the Grantee for any reason materially fails to comply in a timely manner with any terms of this Agreement, the State shall thereupon have the right to terminate this Agreement. All termination notices given hereunder shall set forth in reasonable detail the reasons for such termination, the date on which such termination shall become effective, and, in the case of partial termination, the provisions of this Agreement that are to be terminated. If, in the case of a partial termination, the State in its sole discretion determines that the remaining portion of the award of the Project funds contemplated herein will not accomplish the purpose for which such award was made, the State may terminate this Agreement in its entirety.

Upon the occurrence and during the continuance of an event of default as contemplated in this section, the State may take any or all of the following actions, without prejudice to the rights of the State to enforce claims against the Grantee:

- (a) <u>Termination or Suspension</u>. Pursuant to the applicable general requirements of law (including Section 570.502 of the CDBG Rules), prior to the end of the Term and subject to the applicable notice and cure periods, this Agreement may be terminated, or temporarily suspended.
- (b) <u>Termination of Disbursements</u>. The State may declare the State's obligations to make disbursements hereunder immediately terminated and, at all times thereafter, any disbursement made by the State shall be in the State's sole and absolute discretion. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.



23. <u>Termination for Convenience of the State</u>. The State may terminate this Contract at any time by giving written notice to the Grantee of such termination and specifying the effective date of termination. If the Contract is terminated by the State as provided herein, the Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract, less payments of compensation previously made.

This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the State shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments

- 24. <u>Termination by the Grantee</u>. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the project. After project commencement, this Agreement may be rescinded, modified, or amended only by mutual agreement. A project shall be deemed commenced when the State makes any expenditure or incurs any obligation with respect to the project.
- 25. Reporting. A Final Performance Report shall be submitted to the State with the final request for payment for project costs, excluding audit. Said Performance Report shall be made on the forms provided by the State and meet the requirements of said report as set forth in the appropriate Community Development Block Grant Handbook of the State of West Virginia. Other reports may be requested by the State during the grant period as the State deems necessary and directs.
- Performance Report; (b) has determined that all monitoring findings have been formally addressed and are resolved; and (c) has received a completed, final project audit and has determined that any findings have been resolved.
- 27. Resolution of Disputes. Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division of the West Virginia Development Office or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable



laws. Citizens' complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.

28. <u>Notice</u>. The parties hereto agree that notice shall be served when mailed certified U.S. Mail to the following addresses:

West Virginia Development Office Community Development Division Capitol Complex Building 3, Suite 700 Charleston, West Virginia 25305-0311

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

[WITNESSETH] that the parties hereto have entered their signatures hereafter with each representing to the other that the execution of this Agreement is done with full authority and that attached hereto and made a part hereof as Attachment B, is a certified copy of the resolution, motion, or similar action of the governing body of the Grantee directing and authorizing its official representative to act in connection with this Agreement.

STATE OF WEST VIRGINIA
WEST VIRGINIA DEVELOPMENT OFFICE

H. Wood Thrasher, Cabinet Secretary	DATE
UPSHUR COUNTY COMMISSION	
By: Samuel R. Nolte, Commission President	DATE
FEDERAL EMPLOYER IDENTIFICATION NUMBER	
55-60000406	
FEIN	
028608099	
DUNS	

UPSHUR COUNTY COMMISSION



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

Telephone: (304) 472-0535 Telecopier: (304) 473-2802 TDD Numbers Business: 472-9550 Emergency: 911

RESOLUTION

RESOLUTION OF THE COUNTY COMMISSION OF UPSHUR COUNTY, WEST VIRGINIA
TO ACCEPT ALL TERMS AND CONDITIONS OF THE CONTRACT WITH
THE WEST VIRGINIA DEVELOPMENT OFFICE FOR THE PURPOSE OF A
COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE CONSTRUCTION AND ADMINISTRATION OF
ELKINS ROAD PSD PHASE III WATER SYSTEM IMPROVEMENT PROJECT
PROJECT# 16SCBG0008: \$1,216,566

WHEREAS; The County Commission of Upshur County, West Virginia finds it necessary and desirable to accept all terms and conditions of the contract with the West Virginia Development Office, an agency within the West Virginia Department of Commerce, and

WHEREAS; The financial assistance from the Community Development Block Grant program will be used to continue the design, construction, and administration to enable the Upshur County Commission to expand their water system, and

WHEREAS; This financial assistance of \$1,216,566 is an increase to the award that was accepted by the Upshur County Commission by a Resolution signed on February 16, 2017 in the amount of \$283,434, which brings the total Community Development Block Grant funding for Project #16SCBG0008 to \$1,500,000.

NOW THEREFORE BE IT RESOLVED; The Upshur County Commission authorizes its President to accept all terms and conditions of the contract with the West Virginia Development Office, including understandings and assurances therein; and further directs the President to act as the official representative for the Upshur County Commission, West Virginia and to provide such additional information as may be required.

This resolution was passed with a quorum of the membership present and voting in the affirmative this _____ day of March, 2018.

Samuel R. Nolte, President			
Upshur County Commission			
	ATTEST:	0.170.14	
		Carol J. Smith Upshur County Clerk	





WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard East • Charleston, WV 25305-0311 (304) 558-2234 • (800) 982-3386 • WVDO.org

West Virginia CDBG Small Cities Block Grant Program Grantee Debarment Review Certification

Grantee	Upshur County	Commission	P	roject Number	16SCBG0008					
Project Name	Elkins Road	d PSD Phase III	PSD Phase III Water System Improvement Project							
Address	91 West Mair	Street, Suite 1	Phone	(304) 472-0535						
City	Buckhannon	State	WV	Zip Code	26201					

Debarment Review Completed By	James Marshall
Title of Reviewer	Project Specialist
Reviewer's Organization	Region VII Planning & Development Council
Chief Elected Official	Samuel R. Nolte
Title of Chief Elected Official	Commission President

By signing this certification, both the Reviewer and the Chief Elected Official certify all necessary actions were taken to complete the debarment check and that the grantee listed above is not suspended or debarred from conducting business with, or receiving funding from, the United States government.

	03/15/2018
Signature of Reviewer	Date
	02/45/2040
Signature of Chief Elected Official	03/15/2018 Date

Please submit a copy of this Certification to the West Virginia Development Office. Keep the original, signed Certification in the CDBG project file.

For additional information, please call the WVDO at 304.558.2234.



West Virginia CDBG-Small Cities Block Grant Program CONTRACTOR DEBARMENT REVIEW CERTIFICATION

SAM.gov and State Certification Regarding Debarment and Suspension Instructions

All CDBG-Small Cities Grantees will be required to conduct debarment reviews on all sub-recipients and contractors receiving CDBG funds. These checks will be completed by using the form provided. The completed form should be placed in your CDBG records in a separate folder. Two reviews are required:

1. Federal System:

Grantees should use the System for Award Management (SAM) website, www.sam.gov, to determine if the potential contractor is excluded from receiving Federal contracts.

2. State System:

Grantees should use the Division of Purchasing website to determine if the potential contractor is excluded from receiving State contracts. www.state.wv.us/admin/purchase/Debar.html.

For proposed sub-recipients, the checks must be completed prior to submission of the application. Upon award of grant funds, reviews must be completed prior to signing a contract for services.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - Have not within a three-year period preceding this proposal been convicted of or had a
 civil judgment rendered against them for commission of fraud or a criminal offense in
 connection with obtaining, attempting to obtain, or performing a public (Federal, State or
 local) transaction or contract under a public transaction; violation of Federal or State
 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or
 destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.



Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

	North Commission			and the street of the state of the state of the state of
Instructions. (See Public Reporting Statement a	nd Privacy	Act Stater	ment and detailed instruc	ctions on page 2.)
Applicant/Recipient Information	lr	ndicate whe	ther this is an Initial Report	or an Update Report 🛛
 Applicant/Recipient Name, Address, and Phone (include an Upshur County Commission; 91 West Main Street, Buckha 	8	N1 WW/2620	11: 304 472 0535	Social Security Number or Employer ID Number:
——————————————————————————————————————	milon, oute n	01, VVV 2020		55-6000406
3. HUD Program Name CFDA# 14.228 - Housing and Urban Development-C	ommunity D	evelopmen	t Block Grant	Amount of HUD Assistance Requested/Received
				\$ 1,500,000
State the name and location (street address, City and State Beech Run, Hawkins Road, Upper Childers Run, Wolfe Rid- Road/Braddock Lane, Radabaugh Ridge/Handy Camp Roa	ge & Fortney/	Snyder Road	d, Jackson Road/Winery Road	, Kedron Road, Audra
Part I Threshold Determinations 1. Are you applying for assistance for a specific project or actiterms do not include formula grants, such as public housing subsidy or CDBG block grants. (For further information see 4.3). Yes No	g operating	jurisdio this ap	ction of the Department (HUD) oplication, in excess of \$200,00 0)? For further information, se	to receive assistance within the involving the project or activity in 00 during this fiscal year (Oct. 1 - ee 24 CFR Sec. 4.9
If you answered " No " to either question 1 or 2, Sto However , you must sign the certification at the end	p ! You do d of the rep	not need t ort.	o complete the remaind	er of this form.
Part II Other Government Assistance Provi Funds. Such assistance includes, but is not limited to benefit.				
Department/State/Local Agency Name and Address	Type of As	ssistance	Amount Requested/Provided	Expected Uses of the Funds
(Note: Use Additional pages if necessary.)				1
		AND A SHOPPING		
 Part III Interested Parties. You must disclose: 1. All developers, contractors, or consultants involved in the appetite project or activity; and 2. Any other person who has a financial interest in the project of the assistance (whichever is lower). 				
Alphabetical list of all persons with a reportable financial interein the project or activity (For individuals, give the last name first		Security No. loyee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
(Note: Use Additional pages if necessary.) Certification Warning: If you knowingly make a false statement on this form	ı. you may be	subject to ci	vil or criminal penalties under	Section 1001 of Title 18
of the United States Code. In addition, any person who knowing intentional non-disclosure, is subject to civil money penalty not it certify that this information is true and complete.	gly and mater	ially violates	any required disclosures of in	formation, including
Signature:			Date: (mm/dd/yyyy)	
X				



MEMORANDUM OF UNDERSTANDING BETWEEN THE UPSHUR COUNTY COMMISSION AND THE ELKINS ROAD PUBLIC SERVICE DISTRICT

This agreement, made this 15th day of March, 2018 by and between the UPSHUR COUNTY COMMISSION, herein referred to as the "COUNTY" and the ELKINS ROAD PUBLIC SERVICE DISTRICT, herein referred to as the "DISTRICT".

WITNESS THAT:

WHEREAS, the COUNTY has secured a Community Development Block Grant with total funding in the amount of \$1,500,000 to assist the DISTRICT with the completion of its ELKINS ROAD PSD PHASE III WATER SYSTEM IMPROVEMENT project; and

WHEREAS, the COUNTY has executed a contractual agreement by and between the COUNTY and the WV Development Office herein referred to as the "STATE", wherein the rules and regulations governing the disbursement of these funds are set out and mutually agreed upon; and,

NOW THEREFORE BE IT RESOLVED, the parties hereto do mutually agree as follows:

- 1. For the purposes of this agreement the DISTRICT must be considered a "sub-recipient" of the COUNTY and, as such, must comply with the contractual requirements set out in the contract between the COUNTY and the STATE;
- 2. The COUNTY, in compliance with program guidelines established by the WV Development Office, shall establish the necessary files, checking accounts, and bookkeeping procedures necessary to make the CDBG funds available to the DISTRICT;
- 3. The COUNTY, as specified within the said program guidelines, has designated the Region VII Planning and Development Council to establish said files, checking accounts, bookkeeping procedures, and other procedures deemed appropriate in order to administer the CDBG funds during the conduct of said project;
- 4. The DISTRICT, in cooperation with the COUNTY, shall according to established procedures, bid, solicit, or negotiate for those services necessary to accomplish said project which may include but are not limited to the following: surveying, engineering and design, inspection, construction and audit of program costs; provided, however, that CDBG funds be obligated and/or expended only for activities identified in the budget contained in the contract by and between the COUNTY and the STATE;



- 5. The COUNTY agrees that it will be responsible for and that the Region VII Planning and Development Council will assist in completing all administrative duties in connection with program requirements governing the use and disbursement of CDBG funds prior to disbursement to the DISTRICT;
- 6. The COUNTY agrees that it will be responsible for and that the Region VII Planning and Development Council will assist in completing all administrative and record keeping duties in connection with program requirements governing the use and disbursement of CDBG funds for all such funds disbursed to the DISTRICT; provided, however, that the COUNTY and the STATE shall have access to all records concerning such CDBG funds;
- 7. This agreement shall be null and void upon the mutual consent of both parties; and said dissolution shall be by written proclamation executed by both parties;
- 8. Legal title to or ownership of all real personal property, including, but not limited to easements, acquired by virtue of the execution of or performance under this agreement is vested in the DISTRICT.
 - If either party terminates this agreement in whole or in part, all work completed and incomplete on this project will become the property of the DISTRICT and the disposition or completion of incomplete work on the project will become the responsibility of the DISTRICT.
- 9. The DISTRICT shall and does hereby indemnify the COUNTY, and further agrees to save and hold the COUNTY harmless from any and all claims, demands, liabilities, judgments, damages, and any and all other forms of legal liability whatsoever, arising from or in the course of the DISTRICT'S performance of its rights and obligations hereunder.
- 10. The parties hereto agree that notice shall be served when mailed certified U.S. Mail to the following addresses:

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

Elkins Road PSD 4536 Old Elkins Road Buckhannon, WV 26201

WITNESSETH that the parties hereto have entered their signatures hereafter with each representing to the other that the execution of this agreement is done with full authority and that attached hereto and made a part hereof is a certified copy of a resolution, motion, or similar action of the governing body of each directing and authorizing its official representative to act in connection with this agreement.

President, Upshur County Commission	Chairman, Elkins Road PSD

UPSHUR COUNTY COMMISSION



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

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

RESOLUTION

TDD Numbers Business: 472-9550 Emergency: 911

WHEREAS, the Upshur County Commission has received a Community Development Block Grant for the Elkins Road Public Service District Phase III Water System Improvement project; and

WHEREAS, the Elkins Road Public Service District is the implementing agency for said projects; and

WHEREAS, a Memorandum of Understanding is necessary for the distribution of funds and responsibilities for the projects.

NOW THEREFORE BE IT RESOLVED that the Upshur County Commission, this 15^{th} day of March, 2018 does hereby approve entering into the Memorandum of Understanding presented this day and hereby authorizes the President of the Upshur County Commission to sign said agreement.

resident, Upshur County Commission	
TTEST:	



West Virginia Development Office

Community Development Block Grant - SCBG **Budget Amendment Request**

Project Number:	Project Name:	Grantee:
16SCBG0008	Elkins Road PSD, Phase III Water System Improvement Project	Upshur County Commission
	Amendment Number:	

Date:

3/15/2018

Reason for Amendment Request: (please use a separate sheet of paper if additional space is required.) Bond Counsel/Registrar Permits/Ads/Fees Use of Underrun **Activity Category** Arch/Engineering Land Acquisition Administration Construction Contingency Accounting TOTAL \$283,434.00 \$263,434.00 \$20,000.00 SCBG CURRENT APPROVED BUDGET \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Other Funds \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$283,434.00 \$263,434.00 \$20,000.00 Total \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,216,566.00 \$1,136,566.00 Increase \$80,000.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 CHANGE Decrease \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,500,000.00 | \$5,000,000.00 \$1,136,566.00 \$263,434.00 \$100,000.00 SCBG \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 AMENDED BUDGET \$3,875,191.00 Other Funds \$887,566.00 \$77,243.00 \$55,000.00 \$50,000.00 \$35,000.00 \$20,000.00 \$0.00 \$0.00 \$0.00 \$6,500,000.00 \$5,011,757.00 \$1,151,000.00 JJDC \$100,000.00 \$77,243.00 JJDC \$55,000.00 JJDC \$50,000.00 JJDC \$35,000.00 | IJDC \$20,000.00 Total \$0.00 \$0.00 IJDC IJDC IJDC IJDC IJDC Other Funds Source

approved Amending the budget to reflect the approval of the additional SCBG funds from the February 18, 2018 announcements. The additional amount of \$1,216,566.00 was Contact Person: Cary A. Smith

Phone:

304.472.6564

Email:

csmith@regionvii.com

WVDO Signature Approval

Signature:

Date: Title: Grantee Signature Approval

Signature:

Date:

Title:

2/3/2014



UNION ELEMENTARY SCHOOL

A West Virginia School of Excellence 481 HEAVENER ROAD BUCKHANNON, WV 26201

Dr. Sara Stankus Principal

304-472-1394 FAX 472-2780

To Whom It May Concern:

Union Elementary Parent Teacher Organization (PTO) is currently working on an auction to benefit our school. The auction is scheduled to be held at Union Elementary School on Saturday, March 17, 2018 at 6:00 pm following our annual school carnival 3:00-6:00. We are asking individuals and businesses to donate items or monetary contributions to make our auction/carnival a success. All donations are tax deductible.

Tax # 556000407002

Thank you for your time and consideration.

Sincerely,

PTO Presidents Sheri Crisp & Mindy Monteleone 304-838-4598 304-709-3690



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

Date: March 15, 2018

THIS RENEWAL is by and between the County Commission of Upshur County, West Virginia ("OWNER") and Stanton Lawn Service ("CONTRACTOR") for grounds keeping services located within Upshur County, West Virginia. Per the renewal clause, Owner and Contractor agree *all terms* set forth in the Agreement dated March 23, 2017 are in full force and effect for another one year period effective March 15, 2018 and continuing through September 28, 2018. Specific commencement and completion dates must be coordinated with Greg Harris, Upshur County Facility Supervisor.

An updated Certificate of Insurance with at least \$1,000,000 in general liability coverage has been received by the Owner.

Owner shall pay the Contractor upon completion of all work no more than the sum of fifteen thousand eight hundred eighty five dollars (\$15,885).

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

- 1) Contractor has examined and studied any documentation related to the scope of work for this project as outlined in Section 1 of the agreement dated March 23, 2017. Such documentation is sufficient to indicate and convey understanding for performance and furnishing of the work.
- 2) Contractor has visited the sites and/or is familiar with and is satisfied as to the general or local site conditions that may affect cost, process and performance of the work.
- 3) Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.
- 4) Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

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

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



This Renewal will be effective on the 15^{th} day of March, 2018.

(304) 613-1801

OWNER:	CONTRACTOR:
County Commission of Upshur County	Stanton Lawn Service
By:	By:
Name: Samuel R. Nolte	Name: Justin Stanton
Title: Commission President	Title: Owner
Attest:	Attest:
Address for Giving Notices:	Address for Giving Notices:
Office of the Upshur County Commission	40 Cleveland Avenue
91 W Main Street, Suite 101	Buckhannon, WV 26201
Buckhannon, WV 26201	
Telephone: 304 / 472.0535	Telephone: (304) 472-1197
Facsimile: 304 / 473.2802	Facsimile: N/A
Greg Harris, Facility Supervisor	



INTEROFFICE MEMORANDUM

TO: Upshur County Commission

FROM: Greg Harris, Facilities Director

SUBJECT: Employment of seasonal part-time groundskeeper

DATE: March 13, 2018

CC: Debra Hull, County Bookkeeper

Commissioners,

I would like to request the employment of Loretta L. Koone as a seasonal part-time groundskeeper. Ms. Koone was employed as a seasonal groundskeeper last year and also performed work on an "as needed basis" during the winter months.

If approved, Ms. Koone's employment will be effective Friday, March 16, 2018; she will receive \$9.50 per hour, and work 29.5 hours per week.

Thank you,

Greg Harris, Facilities Director



UPSHUR COUNTY OFFICE OF THE PROSECUTING ATTORNEY

J.D. JENNINGS ANNEX, ROOM 202 38 W. MAIN ST. BUCKHANNON, WV 26201

Phone: (304) 472-9699

FAX: (304) 472-1452

DAVID E. GODWIN Prosecuting Attorney

KELLEY J. CUNNINGHAM Assistant Prosecuting Attorney STEPHANIE J. MILLIRON Assistant Prosecuting Attorney PATTY REPLOGLE
Administrative Assistant
ROBERTA SAMPLES
Administrative Assistant
LINDA TOLER
Administrative Assistant

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

Re:

Resignation of Legal Assistant, Patty Replogle

Dear Commission:

Attached is a copy of the resignation letter of Patty Replogle. Her last day of employment will be Friday, March 16, 2018.

Mrs. Replogle has been a valuable employee of the Prosecutor's office for many years and I regret her departure.

Please accept this resignation thereby creating a vacancy in my office so that I may advertise to fill the position.

Sincerely yours,

David E. Godwin



LEGAL ASSISTANT

Upshur County Office of the Prosecuting Attorney

Full-Time Position with Benefits

The Upshur County Office of the Prosecuting Attorney is accepting applications for a Legal Assistant. The position is full-time with standard county benefits and the starting rate will be based upon experience and the availability of funds. The applicant shall assist the prosecuting attorney and his assistants in preparing for the prosecution of criminal cases. Responsibilities include, but are not limited to the following tasks: preparation of legal documents, gathering and obtaining information to aid attorneys in the prosecution of cases, transcription of written or recorded documents, file maintenance/case management, greeting visitors, multiple line telephone skills, mail/fax processing, calendar management, and the scheduling of appointments. Individuals may obtain an application from the Prosecuting Attorney's Office located at the Upshur County Courthouse Annex (Room 202), between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Application deadline is April 15, 2018. Please send completed application, resume and letter of interest to:

Office of the Prosecuting Attorney Attn: David E. Godwin, Prosecuting Attorney J. D. Jennings Annex, Room 202 38 West Main Street Buckhannon, West Virginia 26201

Experience as a Legal Assistant is preferred and the applicant must work well in a small office environment with minimal supervision. Applicants must possess strong interpersonal skills and demonstrate the ability to work well with the public and handle confidential information professionally and consistent with office policy. Applicants should also have the following skills/qualifications: computer proficiency in particular with MS Office Suite, Calendar and Case Management programs and strong oral and written communications skills.

Employment with Upshur County is available to all qualified applicants without regard to race, creed, color, national origin, sex, age, or handicap. Upshur County has established a drug free and tobacco free work environment.

Tri-County Child Exchange & Visitation Program



March 5, 2018

To Whom It May Concern,

The Tri-County Child Exchange & Visitation Program Board voted and promoted Bethany Burkhart to Program Coordinator. Please do accept this promotion whereas Ms. Burkhart will work no more than 19 hours a week at a rate of \$10.50/hour effective March 18, 2018.

Thank you.

Tri-County Child Exchange & Visitation Program

Tri-County Child Exchange & Visitation Program



P.O. Box 724 Weston, WV 26452
Phone (304) 269-8247
tricountychildwv@hotmail.com
Contact: Bethany Burkhart, Supervisor

March 5, 2018

To Whom It May Concern,

The Tri-County Child Exchange & Visitation Program Board voted and promoted Alexis Brockleman to a Supervisor position. Please do accept this promotion whereas Ms. Brockleman will work no more than 19 hours a week at a rate of \$9.50/hour effective March 18, 2018.

Thank you.

Bethany Burkhart Supervisor



STATE OF WEST VIRGINIA

Department of Revenue State Tax Department

Dale W. Steager State Tax Commissioner

Jim Justice Governor

January 22, 2018

Honorable Members of the **Upshur County Commission Upshur County Courthouse** 91 West Main Street, Suite 101 Buckhannon, West Virginia 26201

Dear Commissioners:

The following budget amount estimate is provided to assist you in your task of preparing a FY2018-2019 budget for the Statewide Computer Network, Account #408.

Upshur County

\$38,277

You should consult with your county assessor to determine if he or she plans a higher level than usual of data processing activity for the coming year. If a higher level of activity is anticipated, you should revise the above figure upward to account for that activity. Our staff can help you to determine an appropriate dollar amount for such a revision.

As always, you can be assured that the staff of our Property Tax Division will continue to do all in its power to ensure that costs concerning the administration of the network are held to a minimum. Our efforts during the upcoming fiscal year will be focused on ensuring that actual costs come under budget amounts as much as possible.

Should you have questions regarding this information, please feel free to contact Kris Pinkerman at 304-558-8507.

Sincerely.

Property Tax Division

JA/kpj

cc: Assessor of Upshur County

CAROL J. SMITH UPSHUR COUNTY CLERK



Upshur County Courthouse 40 West Main Street, Room 101 • Buckhannon, West Virginia 26201 Telephone: (304) 472 - 1068 • Fax: (304) 472 -1029

February 21, 2018

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

Re: 2018-2019 PUBLIC UTILITY VALUES

Dear Honorable Commissioners:

West Virginia Code §11-6-13, assigns the State Auditor the responsibility of certifying to each County Commission the apportion values of public utility property located within their county. The Statute further states that the Clerk of the County Commission shall certify such values to the school districts and municipalities.

Pursuant to the aforementioned Statute, please be advised that the apportionment value in Upshur County for the Fiscal Year 2018-2019 is:

VALUATION \$ 112,678,811 INCREASE FROM LAST YEAR \$ 16,300,113

I have enclosed a copy of the reports provided by the Office of the West Virginia State Auditor.

Sincerely,

Carol J. Smith

Upshur County Clerk

Enclosures

CC:

Dustin W. Zickefoose, Assessor

City of Buckhannon

Upshur County Board of Education

Heartland of West Virginia



RPUB003

WEST VIRGINIA STATE AUDITOR'S OFFICE

2/12/18 12:13 PM

ALLOCATION OF ASSESSED VALUES UPSHUR COUNTY 2018

Baca 202 of 228	CITYNET WEST VIRGINIA LLC	BRUADVIEW NETWORKS INC	BBOADVIEW NETWORKS INC	APPALACHIAN & OHIO PAIETONE	AT & T COMMUNICATIONS	BOCKHANNON	RICKHANNON	DISTRICT TOTALS	WINDSTREAM KDL, INC	CHENANDON'S FLOORING COMMON CONTROL OF THE C	SHENIANDOAH BERSONAL COMMINICATIONS CO	PEOPLES GAS WV, LLC	MOUNTAINEER GAS COMEDIA:	MONONGATIERA CAS COMBANY	LUMON NETWORKS OF WILDT VII. CHARLES TO THE ECTRIC	LUMOS NETWORKS OF MEST VIRGINIA INC	HOPE GAS INC	FRONTER WEST VIRGINIZING	FELEX EXEXERS VIBOINIA INO	EXCEPTIONS	EQUITANO ET GIO EST GOTA GIATION	COMINION I RANSWISSION INC.	CSX IRANSPORTATION INC	COLUMBIA GAS I KANSWISSION ELC	CARLINES	BEECH MOUNTAIN RAILROAD CO	AI&I MOBILITY LLC	APPALACHIAN & ORIO TAILTOON	ADDA ACITIANI & OLIO BAII BOAD	UPSHUR COUNTY	COMPANY	
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	102,212	621,317		2,346,971	566	365		98,800,396	12,155	44,536	2,419,676	346	100,641	695,266	23,791,581	6,562	410,270	220,826	3,800,995	298	4,116	246,617	304,983	18,376,887	43,399,026	3,025,646	192,893	209,648	1,537,428		00000	CI ASS 3 & 4
	102,212	621,317	235	2,346,971	566,325	365		98,800,396	12,155	44,536	2,419,676	346	100,641	695,266	23,791,581	6,562	410,270	220,826	3,800,995	298	4,116	246,617	304,983	18,376,887	43,399,026	3,025,646	192,893	209,648	1,537,428			TOTAL



WEST VIRGINIA STATE AUDITOR'S OFFICE

2/12/18 12:13 PM

ALLOCATION OF ASSESSED VALUES UPSHUR COUNTY 2018

	CLASSI	CLASS I CLASS S & 4	IOIAL
BUCKHANNON			
COLUMBIA GAS TRANSMISSION LLC	0	52 347	52 247
CSX TRANSPORTATION INC	0	150	150
EXCEPTIONS	o (446	
FRONTIER WEST VIRGINIA INC		4,110	4,776
	C	2,289,629	2,289,629
TARUT CELLULAR TELEPHONE COMPANY	0	1,249,782	1,249,782
HOPE GAS INC	0	635	635
MONONGAHELA POWER COMPANY - ELECTRIC	0	5,958,266	5,958,266
MOUN AINEER GAS COMPANY	0	658,182	658,182
PPUU (AKA: LIMOUSINES BY A TOUCH OF CLASS)	0	346	346
VEX.DEVIEW WIRELESS	0	26,274	26,274
WV FAGING	0	1,263	1,263
DISTRICT TOTALS	0	13,878,415	13,878,415
COUNTY TOTALS	0	112,678,811	112,678,811





Upshur County Addressing and Mapping Project Terri Jo Bennett, Coordinator Upshur County Courthouse Annex

38 West Main Street, Room 303, Buckhannon, WV 26201

Phone: (304) 472-1673 En

Email: tjb@upshurcounty.org

Website: http://www.upshurcounty.org

On September 18, 2003, the Upshur County Commission enacted a 911 Addressing and Mapping Ordinance in order to uniformly assign and maintain street addresses, provide for easy identification and to promote the health, safety and welfare of the citizens of Upshur County.

Regarding your recent request for public records, the requested public records were created by Upshur County to comply with the Statewide Addressing and Mapping Project to be used in the Upshur County Communication Center for 911 emergency dispatch purposes and was not created nor intended for any other use. The Upshur County Commission does not warrant that the data is fit for any particular purpose or use by you or your organization and your use of this data for any purpose other than for its intent constitutes your own assumption of liability for any and all risk of damage, inaccuracy, personal injury or death, commercial loss and or injury.

Data

Recipient:

U.S. Census Bureau

Authorized

Signature:

and cassid

Name: Title:

Supervisory Geographer

Date:

e: 3/ ¹



UPSHUR COUNTY BUILDING PERMITS FEBRUARY 1, 2018 - FEBRUARY 15, 2018

	2/13/2018	2/13/2018	2/13/2018	2/13/2018	2/8/2018	2/7/2018	2/7/2018	2/7/2018	2/6/2018	2/5/2018	2/5/2018	2/5/2018	2/5/2018	2/5/2018	2/2/2018	2/2/2018	DATE P
	7231	7230	7229	7228	7227	7226	7225	7224	7223	7222	7221	7220	7219	7218	7217	7216	PERMIT NUMBER
	NEW NEW	7147	1182	7799	246	80785	5554/5553	520	NEW	305	5435	9175	11589	6909	NEW	NEW	UID NUMBER
	WHITNEY DEVERICKS	RICK RICE	BRUCE L BENNETT	AMBER LEWIS/OHIO BATH SOLUTIONS	ERIC GARCIA	ERIC THOMASON	SAM DARBY	RON REED	TRADEWORX	DAVID W ANDERSON	JOSIE CRITES	ADARA WALTON	RANDOLPH FITZGERALD	BRINE'S REFRIGERATION	JAMES L PERRINE II	LISA J BOOTH	APPLICANT NAME
	26343 1159 MUD LICK RD, BUCKHANNON, WV 26201	950 SALEM RIDGE RD, ROCK CAVE, WV 26234 1524 COW RUN RD, CRAWFORD, WV	11090 CLARKSBURG RD, BUCKHANNON, WV 26201	542 INDUSTRIAL DR, LEWISBERRY, PA 17339	1042 MUD LICK RD, BUCKHANNON, WV 26201	2548 COW RUN RD, CRAWFORD, WV 26343	PO BOX 32, NORMANTOWN, WV 25267	30 UPPERCUT ST, BUCKHANNON, WV 26201	5 W LINCOLN ST, BUCKHANNON, WV 26201	310 GRANVILLE LN, BUCKHANNON, WV 26201	6130 GLADY FORK RD, BUCKHANNON, WV 26201	12 EL CAMINO DR, BUCKHANNON, WV 26201	97 IVANHOE RD, BUCKHANNON, WV 26201	26400 SOUTHFIELD RD, LATHRUP VILLAGE, MI 48076	2165 GAINES RD, ROCK CAVE, WV 26234	68 HOLBROOK RD, BUCKHANNON, WV 26201	APPLICANT ADDRESS
TOTAL \$358,709.00	\$2,500.00	\$10,000.00	\$30,000.00	\$2,511.00	\$2,500.00	\$10,000.00	\$27,000.00	\$3,000.00	\$175,000.00	\$5,500.00	\$1,200.00	\$7,000.00	\$500.00	\$9,750.00	\$10,000.00	\$61,248.00	ESTIMATED PROJECT COST
TOTAL \$255.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	PAID
	CASH OL	000	CASH	CHECK	CHECK	CHECK	CHECK	CHECK	CASH	OL	CHECK	CASH	CHECK	OL OL	CASH	CHECK	CHECK, CASH OR COUNTY CLERK
	30' X 60' TRAILER	TURN WAREHOUSE INTO STORAGE BUILDING 16' X 20' CAMPING TRAILER	30' X 96' HOTHOUSE / HIGH TUNNEL BUILT IN APRIL 2017 AND ONE HIGH TUNNEL WILL BE BUILT IN 2018	INSTALL ACRYLIC TUB LINER AND WALL SURROUND OVER EXISTING TUB AND WALL. REPLACE EXISTING FIXTURE.	12' X 24' AND 8' X 10' FRONT PORCH	32' X 96' HIGH TUNNEL	NEW ROOFS	10' X 20' STORAGE BUILDING	26' X 56' NEW HOME CONSTRUCTION	12' X 30' BUILDING	GRAVEL ON DRIVEWAY AND SMALL BUILDING	16' X 14' ADDITION/DINING ROOM	WOOD SHED	LIKE FOR LIKE HVAC UNIT	28' X 42' CAMP WITH PORCHES	16' X 44' SINGLE WIDE	DESCRIPTION OF PROJECT
	SELF	SELF	SELF	OHIO BATH SOLUTIONS, 542 INDUSTRIAL DR, LEWISBERRY, FI PA 17339	SELF	SELF	SELF	SELF	ROZELLE ENTERPRISES LLC, DBA TRADWORX, 5 W LINCOLN ST, BUCKHANNON, WV 26201	SELF	SELF	SELF	SELF	BRINE'S REFRIGERATION, 26400 SOUTHFIELD RD, LATHRUP VILLAGE, MI 48076	SELF	TRINITY HOMES LLC, 862 SADDLETREE RD, MOUNT CLARE, WV 26408	CONTRACTOR OR PROPERTY OWNER

FLOODPLAIN; ALL INSIDE WORK



UPSHUR COUNTY BUILDING PERMITS FEBRUARY 16, 2018 - FEBRUARY 28, 2018

NUMBER NUMBER APPLICANT NAME 3335 JORDAN CREEK RD, ELKVIEW. 7233 9228 STEVE CAMPBELL WV 25071 7234 NEW SANSONE 26501 7235 11800 III 208 GENNETT ST, MORGANTOWN, WV 7235 7236 80427 CARMALITA STARKEY WV 26234 7237 NEW KELLY KNICELY WV 26231 7238 60120 GRACE A HARRIS GREGORY B AND GRACE A HARRIS 1435 WILLIAM RD, FAIRMONT, WV 7239 2747 MICHAEL STIVERS 26554 7236 MICHAEL STIVERS 26554 7237 NEW CARMALITA STARKEY WV 26201 7238 GRACE A HARRIS 26201 7239 2747 MICHAEL STIVERS 26554 7239 2747 MICHAEL STIVERS 26554 7230 100 MICHAEL STIVERS 26554 7230 100 MICHAEL STIVERS 26554 7231 MICHAEL STIVERS 26554 7232 100 MICHAEL STIVERS 26554 7233 MICHAEL STIVERS 26554 7234 MICHAEL STIVERS 26554 7235 MICHAEL STIVERS 26554 7236 MICHAEL STIVERS 26554 7237 MICHAEL STIVERS 26554 7238 MICHAEL STIVERS 26554 7239 MICHAEL STIVERS 26554 7239 MICHAEL STIVERS 26554 7230 MICHAEL STIVERS 26554 7236 MICHAEL STIVERS 26554 7237 MICHAEL STIVERS 26554 7238 MICHAEL STIVERS 26554 7238 MICHAEL STIVERS 26554 7239 MICHAEL STIVERS 26554 7239 MICHAEL STIVERS 26554 7230 MICHAEL STIVERS 2655	
APPLICANT NAME STEVE CAMPBELL JOHN J AND LAURA E SANSONE RICHARD W PUMPHREY ROBERT AND CARMALITA STARKEY KELLY KNICELY GREGORY B AND GRACE A HARRIS MICHAEL STIVERS	
MPBELL ID LAURA E W PUMPHREY A STARKEY A STARKEY HARRIS STIVERS	
APPLICANT A 3335 JORDAN CREEK WV 25071 50 SENNETT ST, MOR 26501 1599 MT UNION RD, BI WV 26201 2208 CENTERVILLE RI WV 26234 2745 MT CARMEL RD, WV 26201 1435 WILLIAM RD, FAI 26554	
DDRESS RD, ELKVIEW. GANTOWN, WV UCKHANNON, D, ROCK CAVE, BUCKHANNON, WV RMONT, WV	
\$3,000.00 \$25,000.00 \$3000.00 \$3000.00 \$3,000.00 \$3,000.00 \$3,000.00 \$3,000.00 \$3,41,500.00	
\$15.00 \$15.00 \$15.00 \$15.00 \$15.00 \$15.00 \$15.00 \$15.00	
CHECK MONEY ORDER CASH CASH CASH CASH CASH CASH CHECK	CHECK, CASH
26' X 32' CARPORT 26' X 30' MOBILE HOME 16' X 30' 3 ROOM ADDITION FRONT PORCH ADDING ON TO CAMPER TO MAKE A HOUSE BUILDING/GARAGE METAL ROOF OVER CAMPER	
SELF SELF SELF SELF SELF SELF SELF	

GRAND TOTAL TOTAL \$400,309.00 \$360.00

FLOODPLAIN; CONDITIONAL



Appendix B

FY 2019 West Virginia Community Corrections Grant Program Application Forms



West Virginia Community Corrections Grant Program Application

General Administrative Information Page 1

plicant Agency:	Type of Agency:
Address:	☐ Municipality
Upshur County Commission	
91 West Main St., Suite 101	
Buckhannon, WV 26201	
	⊠ County
	Type of Application:
Phone:(304)472-0535	⊠ For State Funds
Fax Number:(304)472-2399	
- ax (tallboll(004)47 Z-2599	☐ No State Funds

Project Director: Fiscal Officer: PD Title: Cpl. Rodney Rolenson FO Title: Carrie Wallace County **Home Confinement Supervisor** Administrator Address:43 WBUC Rd Address: 43 WBUC Rd Buckhannon, WV 26201 Buckhannon, WV 26201 Phone:(304)472-9548 Phone:(304)472-0535 Fax:(304)472-8735 Fax:(304)472-2399 Email:chevellegirl90@gmail.com Email:clwallace@upshurcounty.org

State Funds Requested:

349,421.00

Amount Awarded:

Local Funds Committed: 149,752.00

(for DJCS use only)

Project Period:

July 1, 2018 - June 30, 2019

Number of years previously funded: 13

Previous Year Number admitted: 206

Geographic Area(s) Served: Lewis/Upshur Counties

Total Population: 41,206

Project Title:

26th Judicial Circuit Community Corrections Day Report Center

Project Description: To provide an alternate sentencing and re-entry services for eligible offenders.

Certification: To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by the governing body and the applicant will comply with the attached special conditions and assurances, if funding is provided.

Authorized Official: Samuel R. Nolte	AO Title:
Address: 91 W. Main St., Suite 101 Buckhannon, WV 26201	
	Fax:(304)472-2399
	E-Mail:
Signature: ald helb	Date: March 1,2018

West Virginia Community Corrections Grant Program Application

Budget Summary Page 2



Applicant: Upshur County Commission	FEIN Number: 556000406	
	The second section of the second seco	

Budget Category	WV Community Corrections Requested Funds (A)	Local (Match) Funds (B)	Total Budget (A + B)
Personnel/Contractual	291,849.00	142,190.00	434,039.00
Travel/Training	1,092.00		1,092.00
Equipment	33,280.00		33,280.00
Other	23,200.00	8,000.00	31,200.00
Tatala	240 424 00	140.750.00	100 170
Totals	349,421.00	149,752.00	499,173.00

^{*}All funds must be rounded to the nearest whole dollar amount

Funding Strategy

Amount	Status
349,421.00	Р
149,752.00	С
499,173.00	
	349,421.00 149,752.00

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

Amount - Enter the amount received or anticipated for each

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

P - Projected grant, loan or donation

A – Application submitted (apart from this CC Grant Application) and under review

C - Funds Committed

69)

West Virginia Community Corrections Grant Program Application

Budget Detail Page 3

R – Funds received, appropriated or on hand

Detailed Project Cost by Budget Category	Requested Community Corrections	Local Funds Utilized	Grant Funds Approved
	Funds	Utilized	8
Personnel / Contractual:			
reisonner / Contractual.			(DJCS Use Only)
Attached are excel sheets with detailed budgets for grant and local			
<u>funds</u>			
Travel / Training:			
Equipment (\$1,000/unit):			
Other:			
			in and the second se
T : 15			
Total Requested WVCC Funds Total Local Matching Funds	Total Interview of the Desire State of		
Total Funds APPROVED for Project			(For DJCS Only)
	2010年代的STAPSAS [1] 2010年8日		



COOPERATIVE AGREEMENT

Whereas, funding is being requested through a State Grant for the operation of a Community Corrections Program within Lewis and Upshur Counties, West Virginia; and

Whereas, The Upshur County Commission shall serve as the designated grantee for the grant submitted for the fiscal year 2018-2019 to the West Virginia Division of Justice and Community Service;

Whereas, All employees of the Lewis Upshur Community Corrections Day Report Center shall be co-employees of the Lewis Upshur Day Report Center and Upshur County Commission. As such, all reimbursable employee payments, withholdings, matching taxes, fringe benefits, and insurance shall be paid by and through Upshur County Commission; All employees will follow policies set forth in the Upshur County Commission Handbook of Personnel Guidelines.

Whereas, That for the fiscal year 2018-2019 the Lewis County Commission shall pay the requested match amount unto the Lewis Upshur Community Corrections Day Report Center for the operation and maintenance of the Day Report Center.

Whereas, A Local Community Criminal Justice Board shall be established for the Lewis Upshur Community Corrections Day Report Center pursuant to West Virginia Code § 62-11C-6 and shall meet bi-monthly and/or as needed;

Whereas, The Lewis Upshur Local Community Criminal Justice Board is charged with overseeing the operations of the Lewis Upshur Community Corrections Day Report Center. In addition, the Local Community Criminal Justice Board will collaborate with the Upshur County Commission on those issues that commonly represent the overall operations and management of the Community Corrections Program for Lewis and Upshur Counties; and the local Community Criminal Justice Board will issue recommendations to the Upshur County Commission pertaining to the hiring or firing of a Director and other staff for the Upshur County Community Corrections Day Report Center;

Now, Therefore, be it resolved that the undersigned for and on behalf of the County Commission of Upshur County and Lewis Upshur Local Community Criminal Justice Board do hereby agree to this cooperative agreement in consideration of the receipt of state grant funds and for the benefit of its Day Report Center.

Entered this 22 day of February, 2018.

Rullt

Upshur County Commission President

Lewis Upshur LCCJB President



WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES

West Virginia Community Corrections Grant Program

SPECIAL CONDITIONS AND ASSURANCES

67. QUALITY ASSURANCE:

All DRC staff certified on the LS/CMI will participate in the Quality Assurance for Treatment Intervention Programs and Supervision (QA-TIPS) program through the WV DJCS, ORSP.

All DRC directors and staff will register with the Online Learning Management System (OLMS) and utilize the system for course registration and certification tracking as instructed by the DCJS, ORSP.

68. JUSTICE REINVESTMENT INITIATIVE TRAINING AGENDA:

All DRCs will be required to have appropriate staff certified in the Cognitive Behavioral Intervention for Substance Abuse (CBI-SA), Thinking for Change (T4C), and Effective Practices in Community Supervision (EPICS) curricula at the earliest opportunity and as seats are available. Appropriate staff for each training will be listed on training announcements. It is the expectation that once certified, DRCs will begin implementing the above referenced programs and/or practices. For information on the trainings offered please contact the WVDJCS ORSP.

69. QUARTERLY MEETINGS:

The applicant shall agree to have in attendance the Project Director and/or Program Director at quarterly meetings. These meetings will be located throughout the State. Each Community Corrections program will host a quarterly meeting; with a listing of the host sites being published by DJCS with each new funding cycle. When hosting a meeting it is the responsibility of the Program Director to make all necessary contacts, set the agenda, and facilitate the meetings.

I certify that I have read all the standard and special conditions and assurances of this grant program and agree to comply with these requirements.

Authorized Offical Signature (Original)

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						Data I	Range:	County	Upshu	02/28/20	40 =						
						Date	Kange:		Display	02/28/20	118						
									Jispiay								
Animal ID			a ti Dy	No	63.7				Board Dep	Amount Returned	Spay Dep Ret By	Spay Dep Ret Ckno	Returned By	County	User	Trans Date	Trans Time
7576	9150		Cash		CHRISTY			50.00						Upshur	JAN	02/08/2018	21:22:3
7575	9149		Cash		RANDY		None	50.00						Upshur	JAN	02/21/2018	11:01:3
7597	9148		Cash		RANDY		None									02/21/2018	
7600	9153		Check	1002	RANDY		None							Upshur	JAN	02/21/2018	11:55:4
7601	9155		Check	661	RANDY		None	50.00						Upshur	JAN	02/21/2018	12:06:1
7574	9158		Cash		RANDY		None							Upshur	JAN	02/21/2018	12:15:13
7585	9159	30.00	Check	1415	RANDY		None							Upshur	JAN	02/21/2018	12:18:1
7380	8983	b .					Upshur			50.00	Cr/Db Card		PC INVOICE 268270	Upshur	JAN	02/21/2018	14:44:2
7445	9037						Upshur			50.00	Cr/Db Card		PC INVOICE 7174	Upshur	JAN	02/21/2018	15:19:0
7450	9038						Upshur			50.00	Cr/Db Card		PC INVOICE 251677	Upshur	JAN	02/23/2018	09:17:0
7271	8876						None			50.00	Cr/Db Card		PC INVOICE 251677	Upshur	JAN	02/23/20·18	09:30:4
7573	9161		Check	4151	RANDY		None							Upshur	JAN	02/27/2018	08:48:5
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***************************************					Upshur	إــــا	Total Re		420.00	200.00		'. P	. 1				

Hoption 220.00

U. SIN Deposit 200.00

L. SIN Deposit 100.00

DONATION 5:0.00

Total = 570.00

5/N returned 200.00



MEMO: MONTHLY DOG REPORT

TO: UPSHUR COUNTY SHERIFF AND UPSHUR COUNTY COMMISSION

FROM: Dustin L. Hollen, ANIMAL CONTROL/HUMANE OFFICER

SUBJECT: REPORT OF ANIMAL CONTROL OFFICER

DATE February 1, 2018- February 28, 2018

THE FOLLOWING IS AN ACCOUNT OF DOGS PROCESSED IN UPSHUR COUNTY DURING THE MONTH OF February 2018

NUMBER OF DOGS PICKED UP	7
NUMBER OF DOGS ADOPTED NO CHARGE	3
RESCUED DOGS	0
NUMBER OF DOGS RETURNED TO OWNER	0
NUMBER OF DOGS QUARANTINED	0
NUMBER OF DOGS IN DROP BOX	0
NUMBER OF DOGS BROUGHT IN	7
NUMBER OF DOGS EUTHANIZED	0
NUMBER OF HOURS INVOLVED	156
NUMBER OF OTHER ANIMALS BROUGHT IN BYLEWIS CO. ANIMAL CONTROL	0
NUMBER OF DOGS BROUGHT IN BY LEWIS CO. ANIMAL CONTROL	12



То:	Upshur County Commission	
From:	Janella Cochran Supervisor of Animal S	ervices
Subject:	Report of Cats	
The Followir	ng Is an Account of Cats in the Lewis-Ups	hur Animal Control Facility During
	The Month of	February 2018
Number of (Cats brought in by Buckhannon City Trap	per _0_
Number of (Cats brought in by Weston City Trapper	0
Number of 0	Cats Brought in By John for Lewis County	_0_
Number of (Cats Brought in By Dustin for Upshur Cou	nty1
Number of (Cats Brought in By Law Enforcement	0
Number of 0	Cats Brought in By Lewis County Residen	ce0_
Number of 0	Cats Dropped Off by Upshur County Resi	dence4
Number of (Cats Quarantined	_0_ (0) Upshur (0) Lewis
Number of	Cats in Holding Box	0
Number of (Cats Adopted(Upshur)	_4_(4)Upshur (0)Lewis
Number of	Cats Returned to Owner	0_(0)_Upshur (0) Lewis
Number of	Cats/Kittens Rescued	_0(0)Upshur (0) was Lewis
No Charge		0
Number of	Cats Euthanized	0_(0) Upshur (0) of these were Lewis
Number of	Euthanized Cats Picked up by Lab	0

Upshur Dog Pound

To:



County, West Virginia &

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Upshur 911

MONTH / YEAR: February 2018

								z ⁿ									Doyle Cutright II	Employee
																	2005 Chev Equinox	Vehicle Description
																	2CNDL73F556160712	VIN
GRAND TOTALS																		Start Mileage
OTALS																	65603	End Mileage
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UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: MAINTONANCE

MONTH / YEAR: Leb. 2018

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							v	a						10			2008 Townthe Tunder	Vehicle Description
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UPSHUR COUNTY COMNISSION

MONTHLY MILEAGE LOG

DEPARTMENT:

MONTH/YEAR: Feb. 2018

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UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT:

MONTH/YEAR: Feb. 2018

														LORECTA Komuse	mike Hater	Mike Campbell	GREG HARRIS	Employee
							*										2010 Foed F-150	Vehicle Description
										8						9153	IETEWIEVIAFET 102,	NIN
GRAND TOTALS																	102,697	Start Mileage
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UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

MONTH / YEAR: Feb 2017

DEPARTMENT: OEM

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																2008 Ford f 250	1999 Ford f250	Vehicle Description
																		VIN
GRAND TOTALS																102057	93018	Start Mileage End Mileage Total Mileage Fuel (Gal.)
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Feb-18

UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL

DAVE COFFMAN - 900	2014 FORD EXPLORER	1EM5K8489EG471008	32/100	33.45		incl is
MIKE KELLEY - 902	20)(\ 2 010 FORD Exiplorer	1FM5K8AR8GGB44629	34656	36491	3586	
MARK DAVIS - 903	2016 Ford Explorer	1FM5K8AR0GGB43426	36625	38046	1421	83.58 7.60T
MARSHALL POWERS - 904	2016 Ford Explorer	1FM5K8AR4GGB44630	38980	40360	1380	
CI DAY - 905	2013 FORD TAURUS	1FAHP2M86DG157805	52613	53106	493	
THERON CAYNOR - 906	2017 FORD EXPLORER (NEW)	1FM5K8AR4HGC90351	12294	14237	1943	
DEWAINE LINGER - 907	2012 FORD EXPEDITION	1FMJU1G50CEF29483	103926	105003	1077	103
RODNEY ROLENSON - 908	2017 FORD F-150 (NEW)	1FTEW1EFOHFA12892	15811	17463	1652	
ROCKY HEBB - 909	2017 FORD TAURUS	1FAHP2MK5HG119855	4510	5828	1318	
TYLER CHIDESTER - 912	2013 FORD TAURUS	1FAHP2M82DG157798	98665	100845	2180	
TYLER GORDON - 913	2014 FORD TAURUS	1FAHP2MK7EG124454	89695	97805	2110	150.0
SETH CUTRIGHT - 914	2012 FORD EXPEDITION	1FMJU1G59CEF29482	91635	93165	1227	5.8 C:00-T
BOBBY HAWKINS - 916	2010 FORD CROWN VICTORIA	2FABP7BV2AX1010650	122000	122808	808	
VIRGIL MILLER - 918	2010 FORD EXPEDITION	1FMJU1G52AEB66214	117108	117518	41.0	
CKYSIAL LINGER - 917	2010 FORD CROWN VICTORIA	2FABP7BV4AX100651	100024	100068	44	
DOSTIN HOLLEN - 930	2009 FORD F-150	1FTRX14W39FA27159	158196	159319	1123	103.2
	OF LEGISLA					
			GRAND IOIAL		20306	1456.7
Additional Vehicles						
	2005 Yamaha ATV	5Y4MO4Y55A013912				
	2005 Yamaha Grizzly 500- 4W	JY4AM03Y75C013912				
	2005 HMS Transport Trailer	5HABH20265N049282				
	2010 Ford Expedition	1FMJU1G50AEB66213	FOR SALE			
	2001 Ford Explorer	1FMZV72ZE41ZA57159	FOR SALE			
	2006 Fleetwood Mallard	1EF1B3020364011090				
	2006 Speed Trailer	5F15S091761003152				
	2010 Dodge Charger	2B3AA4CT9AH269160				
	S.W.A.T. 1991 International	1HT5LNEMOMH337402				
	2008 Ford Crown Victoria	2FAFP71V88X1Z3105				



UPSHUR COUNTY COMMISSION

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MONTHLY MILEAGE LOG

DEPARTMENT:

MONTH / YEAR: 750 2018

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UPSHUR COUNTY COMMISSION MONTHLY WILEAGE LOG MONTH/YEAR: 2-20/8

DEPARTMENT: Como

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DPSHUR COUNTY COMMISSION

DEPARTMENT: FORD MONTHLY WILEAGE LOG

MONTH/YEAR: 2/18

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GRAND TOTALS					19 31	Start Wileage, End
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JPSHUR COUNTY COMMISSION

MONTHLY WILEAGE LOG

IONTH/YEAR: Feb 201.

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Department: Dog Pound

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UPSHUR COUNTY COMMISSION 多分析 不 医甲基二甲酰胺

MONTHLY MILEAGE LOG

Month/Year: February 2018

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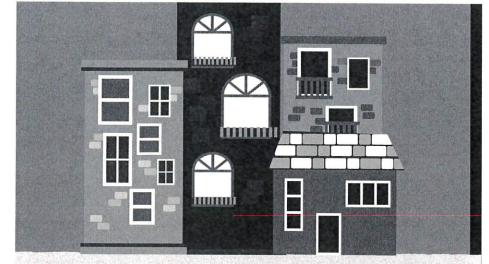
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Department: Dog Pound

UPSHUR COUNTY COMMISSION 人名 人名 女子 母 衛生 一 聖學 前 不 有 一 子 有 有一 医 有 不 有 有 有 有 有 MONTHLY MILEAGE LOG

Month/Year: February 2018

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	H	205,217	205,216	1GCK19V4170203569	Chevy Truck	Christy Riffle
Fuel (Gal.)	Total Mileage	End Mileage	Start Mileage	52	Vehicle Description	Employee



YOU'RE INVITED! SUCKHANNON BUSINESS-IN-COMMUNITY DIALOGUE

thursday, march 15	@ 12:00PM Meeting on the 3rd Floor of CJ Maggie's
	• OR •
MONDAY, March	@ 5:00PM
19	Meeting in Nellie Wilson Lounge in Benedum Hall
CO-SPON	NSORED BY: WVWC MBA CLASS, CREATE BUCKHANNON AND THE UPSHUR CHAMBER OF COMMERCE
TH	IS EVENT IS OPEN TO THE COMMUNITY. PLEASE RSVP WITH US ON
	FACEBOOK OR EMAIL LUKE BLAKE AT
	BLAKE_LE@WVWC.EDU



Upshur County Community Baby Shower



FOR EXPECTING PARENTS
& FAMILIES WITH CHILDREN UNDER 6 MONTHS OLD

When: March 17, 2018

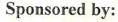
Time: 10AM to 1:30PM

Where: WV Wesleyan College

Benedum Campus Center Building, 3rd Floor Social Hall

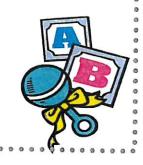
~You Must Pre-Register To Attend~ Please Call Jodi McQuillan @ 304-376-0086

The First 30 Families Who Register
will Receive a Gift Bag Full of Items For Their Baby!
Come and Enjoy a Day Full of Games, Door Prizes,
Lunch & Receive Helpful Health and Safety Information
for You and Your Family!



Upshur Co. Family Resource Network
Upshur Co. Partners in Prevention Team
Pallottine Foundation of Buckhannon













Run Like a Fool!

Second Annual Run Against Hunger 5K/1K -

Saturday, April 7, 2018

Join us on April 7th at the Run Like a Fool 5K/1K to show that you don't "<u>fool around with hunger</u>"! This is no April Fool's Joke! Show us your best silliness by dressing crazy. You can run like the wind or walk the course at your leisure. You don't have to run to join in the fun! There is also a 1K course for those with children and strollers, the elderly, or anyone who would rather take a shorter route.

The proceeds of the race stay directly in the community and will benefit the Crosslines Food Pantry at the Parish House, Buckhannon Salvation Army, and the Upshur County Family Resource Network. We thank you for helping support these organizations that help combat hunger daily!

- \$20 Adult registration fee by March 23rd (each registration before March 23rd gets t-shirt)
- \$25 Adult registration after March 23rd and day of race (no guarantee of t-shirt)
- Children 12 and under \$15 registration by March 23rd (includes t-shirt
- Children 12 and under \$20 registration after March 23rd (no guarantee of t-shirt)
- Individual t-shirt orders only by March 23rd \$15 (limited number to purchase race day)
- Make all checks payable to Upshur County Family Resource Network (FRN)

Please fill out a form for each individual. T-shirts are guaranteed to individuals who register by March 23rd Make sure to circle a t-shirt size. A very limited quantity of t-shirts will be available on race day. Approximate schedule:

- Race day registration 10:00 a.m. at the River Walk Trail
- 5K/1K begins at 11:00 a.m.
- Awards 1st, 2nd, and 3rd place overall with 1st place in each category





Select the fo	ollowir	ng:	A	dult _		Child u	nder 12		T-shirt on	lly
Name:	Accession and the Assessment of the Assessment o					-t-un-faxes -commits	······································			
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Age on Apr	il 7th_	****	G	ender:		_ Male	¥	Fema	le	
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Signature (u	muer 1	o must	mave J	Jai CIII/	guardi	ian sign	ature)	Date		

Please make checks payable to Upshur County FRN

Drop off at UCFRN's Office at Stockert Youth Center or mail to

PO Box 2115, Buckhannon, WV 26201





Curry Courier

February 27, 2018

Volume 3, Number 4

1/24/2018 - 2/27/18

Library/Park Deposits

Copies: \$51.95 Faxes: \$10.40

Fines: \$0.75

Donations: \$0.15

Total Library: \$63.25

Camp receipts: \$20.00

Vending Machines: NA

Total Park: \$20.00

Statistical Report

Users: 243

Computer Users: 31

Wireless Users: 23

Circulation: 469

Reference:

In House: 105

Phone: 104

Internet: 3

Campsites: 9

Pavilions: 0

Copies: 1045

Faxes: 15

Library Cards: 2

Hunting Permits: 0

Books cataloged:

This reporting period 296 Total items cataloged 6167

STAFF REPORT

Unlike last year's mild winter, this winter has seen multiple program cancellations due to weather and road conditions. In spite of a rough start, this



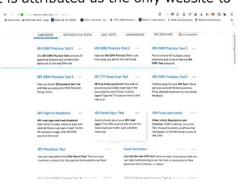
reporting period has seen the library busier than in past years. Attendance and circulation were both up over last month with computer and WiFi use holding their own. Copy services are up considerably due to publicity for the June 2nd Pickin' on the Hill Blue Grass Festival being sponsored by the Community Building. We registered 2 new users this month and enjoyed visits by several other "first time" families.



We have added a new service: Driver's license test practice exams. Driving-Tests.org is a resource website that provides practice tests for driver's education. Founded in 2008, the site provides United States specific online testing for all 50 states. It is best known for its nonprofit and academic partnerships providing free practice testing sites

for libraries and other organizations. It is attributed as the only website to offer practice tests based on real Department of Motor Vehicles examinations. Check it out at https://jameswcurry.driving-tests.org/west-virginia/

On February 15th, the first James W. Curry Public Library and Park Annual Report was presented to the Upshur County Commission and very well



received. Highlights from that report follow. Subsequently an article appeared in the Record Delta on Friday, February 16th with an overview of the report. Channel 5 television also ran and spot, then came to the library for an interview centering on our upcoming quilt raffle fund raiser.

As you may know, significant staffing cuts were made in the past year at West Virginia Wesleyan College. As a result, Sue Roth was forced to



Program Recap

Family Storytime:
5 programs: 31 children,
23 adults:

Adult Yoga for Health 5 programs: 6 adults

Sit & Be Fit 5 programs: 9 adults:

Beginning Links Preschoolers 1 program: 6 children, 3 adults

Collection management

2 overdue letters for 7 items were sent out

6 bills for 7 items valued at \$101.81 were sent out

Agenda items for 3/28/18

ACP usage of campground

Change in copier price

2017 Trust Review

FY 19 Budget

4-wheeler encroachment

Contact Us

If you have items you wish to appear on the Agenda for March 2017, please contact

Carrie Wallace: 304-472-0535 clwallace@upshurcounty.org

or me: 304-924-6724

jlwilliams@upshurcounty.org

resign from our Advisory Board in January. Fortunately, retired Upshur County Public Library Director, Patricia Tolliver was available and interested in serving. "Tricia" has experience in special, academic, and public libraries and as a French Creek resident can offer valuable insights with regard to the community and the library. Please look forward to welcoming her at our March meeting.

The Lego/white board is completed. A small set of legos and dry erase markers will be included as part of the raffle package. Our Family Storytime participants have made quilt blocks for a quilt (in progress) for another fund raising raffle. Tickets will be available for sale and purchase at the March meeting.

March 28th begins our Advisory Board Meeting cycle so please mark your calendars. For agenda items, please contact Carrie Wallace at 304-472-0535 or me at 304-924-6724 or email me at jlwilliams@upshurcounty.org

COMING ATTRACTIONS

February 28th: Buckhannon Upshur Legislative Day, Charleston, WV: cancelled due to Teachers' strike

March 1, 8, 15, 22 and 29th: Sit and Be Fit, 1:00 pm

March 6th: Family Storytime, 5:45 pm "A Classic Storytime – Robin Hood"

March 7, 14, 21, and 28th: Adult Yoga for Health, 5:45 pm

March 13th: Family Storytime, 5:45 pm "Sheep" Shaun the Sheep movies and popcorn

March 16th: Title 1 Beginning Links Preschool program, 1:00 pm

March 20th: Family Storytime, 5:45 pm "Water, Water" March 27th: Family Storytime, 5:45 pm "La Tour Eiffel"

March 28th: Advisory Board Meeting, 10:00 am

April 5 & 6th: WVLA Spring Fling, Summerville, WV

April 21st: Kick off to Money Smart Week (financial literacy) with an "Opoly" Tournament – 1:00 – 3:00 pm

April 25th: Advisory Board Meeting – 10:00 am

May 23rd: Advisory Board Meeting - 10:00 am

June 2nd: Pickin' on the Hill Blue Grass Festival: Library will be selling Popcorn and raffle tickets; volunteers welcome

June 5th: Tentative start of Libraries Rock! Summer Reading Program - 5:45 pm

June 27th: Advisory Board Meeting - 10:00 am

July 21st: Libraries Rock! Talent Show Time TBD: volunteers needed

July 27 & 28th: Brooks Hill Fair, programming TBD

July 25th: Advisory Board Meeting - 10:00 am

August 7th: Libraries Rock! Summer Reading Finalé at Skateland – 7:00 – 9:00 pm

August 22nd: Advisory Board Meeting – 10:00 am

September 26th: Advisory Board Meeting – 10:00 am October 24th: Advisory Board Meeting – 10:00 am

October 31st: Community Trick or Treat

December 8th: Curry Children's Christmas Program: Theme - TBD



2017 ANNUAL REPORT SYNOPSIS

JAMES W. CURRY PARK HIGHLIGHTS

Due to budget reductions, efforts were focused upon maintenance with only minor improvements and projects. The addition of more primitive camp sites was tabled to a future date due to funds and changes in the Boy Scouts itinerary. Both tractor and mower required repairs and the wet summer made mowing a challenge.

With a view to making access to water for camping more camper friendly, a water tap was installed just inside the fence at the entrance of the campground. During camping season, a hose is available. Unfortunately, one hose was stolen this past camping season.

Our 24 panel Story Trail was well used this past year. Wear and weather took its toll on the stakes which will require replacing for the upcoming season.

A collaborative Park/Library project that was completed was the Lego Table/Wall. Built to augment our Build a Better World Summer Reading Program, it saw consistent use through the summer and remains a focal point for young and not so young patrons.

With growing programs, space has become a challenge. In the interest of space conservation and with a view to a fresh look, a new, custom shelf was fabricated and installed to accommodate the library guest book.

Upcoming plans and projects:

- Remarking the Curry Property line
- Paint the pavilion, stain the Library
- Repair campground access road
- Revitalize the Story Trail placards
- Refurbish/replace picnic tables

		100000	I CITITIO IDDUCTOR CO.	
This calendar year, 61 permits were issued to	April	4	Minors	6
hunters:	July	2	Licensed Hunters	47
Of the 61 permits issued: 7 were to French Creek	August	2	Seniors	8
hunters, 5 to Buckhannon hunters, 4 to Montgom-	September	9		
ery hunters with only 2 issued to both Selbyville	October	14		
and Rock Cave.	November	30		

Issued

Permits issued to:

This year 52 campers spent 137 nights in the campgrounds with the most campers coming from Thornton (30), Grafton (19, and Buckhannon (13).

2015		20	2016		7
Camp	osites	Campsites		Camp	sites
356 nights	\$2,285.00	144 nights	\$2,880.00	127 nights	\$2540.00
Prim	Primitives Primitives		tives	Primit	tives
26 nights	\$110.50	14 nights	\$140.00	10 nights	\$100.00
Park ar	Park and Ride		Park and Ride		d Ride
10	\$46.00	4	\$30.00	0	0
Total	\$2441.50	Total	\$3050.00	Total	\$2640.00



JAMES W. CURRY PUBLIC LIBRARY 2017

BY THE NUMBERS:

- 3,608 visitors crossed the library threshold
- 6,590 items were circulated
- 306 visitors utilized our free public access computers
- 649 visitors enjoyed our free WiFi
- 1856 reference questions were answered in person, telephonically, or via internet
- 201 queries about availability and/or reservations for campsites or pavilions were fielded
- 5,166 copies were made for visitors
- 164 faxes were sent
- 61 hunting permits were issued
- 872 people attended one or more of the 173 Library programs
- 208 people were reached via 4 community collaboration and outreach programs
- 55 Library cards were issued

PATRONS BY REPORT CLASS:

	2016	2017
Toddlers (age 2 and under)	3	2
Preschool (ages 3-4)	4	8
Juvenile (ages 5-8)	19	25
Tweens (ages 9-12)	18	26
Young Adults (ages 13-17)	6	11
Seasonal patrons (campers, snowbirds)	3	7
Adults (ages 18 and up)	96	126
TOTAL	149	205

CIRCULATION BY AGE GROUP:

	2016	2017
Children (Easy books)	2076	1768
Juvenile	615	739
Tween	262	281
Young Adult	98	80
Adults	803	851
Media	64	1326
Non-barcoded items (books & media)	NA	1545
TOTAL	3918	6590

COLLECTION DEVELOPMENT

DESELECTION:

111 ITEMS DESELECTED

104 Books, 5 DVDs, 2 VHS

DATED

	Books	2	Nonfiction	Discarded	
	DVD	1	Nonfiction	Discarded	
DUPLICATE COPIES	Books	46	Fiction	Better Copy Kept	Book Sale
	DVD	2	Fiction	Better Copy Kept	Book Sale



TRIPLICATE COPIES	Books	2	Fiction	Better Copy Kept	Book Sale (x2)
DAMAGED ITEMS	Books	5	Fiction/Non	Mold issues	Discarded
	Books	7	Fiction/Non	Irreparable	Discarded
	DVD	2	Fiction	No longer played	Discarded
	VHS	2	Fiction	No longer played	Discarded
REFERENCE			Children's		Replaced with a newer set
MATERIALS CREW	Books	22	Encyclopedia	Dated information	donated by WV Wesleyan Replaced with newer books
	Books	20	PB Romance	Non-circulating	in same genre

DONATIONS:

Donor	Books	Value	DVDs	Value	Totals
Donor 1	105	\$5,054.26	32	\$428.68	\$5,482.94
Donor 2	360	\$4,583.90	41	\$655.31	\$5,239.21
Donor 3	62	\$1,456.30			\$1,456.30
Donor 4	32	\$860.22			\$860.22
Donor 5	5	\$61.83	54	\$549.46	\$611.29
Donor 6			24	\$457.40	\$457.40
Donor 7	2	\$31.94	32	\$419.34	\$451.28
Donor 8			27	\$244.76	\$244.76
Donor 9	5	\$187.79			\$187.79
Donor 10	1	\$15.95	10	\$115.90	\$131.85
Donor 11	5	\$114.80			\$114.80
Donor 12	4	\$93.80			\$93.80
Donor 13	9	\$72.91			\$72.91
Donor 14	8	\$54.96			\$54.96
Donor 15	1	\$50.00			\$50.00
Donor 16	6	\$41.22			\$41.22
Donor 17	7	\$39.93			\$39.93
Donor 18	3	\$35.90			\$35.90
Donor 19	1	\$25.00			\$25.00
Donor 20	1	\$22.99			\$22.99
Donor 21	1	\$14.99			\$14.99
TOTALS	618	\$12,818.69	220	\$2,870.85	\$15,689.54

GRANTS:

In 2017 the Library was selected by Office of Secretary of Education and the Arts for the Governor's STEM (Science, Technology, Engineering, and Math) Mini-Grant. We received \$945.51 with which to purchase materials to create the Curry Keva Corner.

NEW ACQUISITIONS:

	TOTAL	\$11,221.16
Media (DVD)	72	\$1200.15
Large Print	21	\$590.81
Adult Nonfiction	21	\$481.49
Adult Fiction	61	\$1248.84
Young Adult Nonfiction	8	199.60
Young Adult Fiction	10	\$121.90
Children's Nonfiction	201	\$3683.23
Children's Fiction	156	\$3695.14



CHILDRENS' PROGRAMMING SUMMARY:

Program		Child	Adult	Total
Beginning Links	8	28	19	47
Little Learners	4	12	8	20
Family Storytime	41	251	178	429
Summer Reading	8	74	50	124
Keva Club	6	18	12	30
Opoly Fest	1	5	3	8
Santa's Workshop	1	20	22	44
TOTAL	69	408	292	700

ADULT PROGRAMMING SUMMARY:

Program		Adult	Child	Total
Adult Yoga	48	82	0	82
Sit & Be Fit	44	90	0	90
ML HSG	8	0	0	0
TOTAL	100	172	0	172

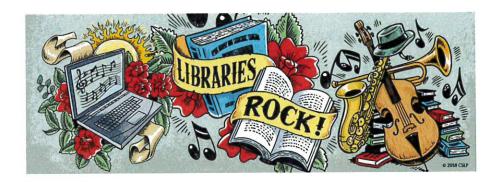
OUTREACH PROGRAMMING SUMMARY:

	Adult	Child	Total
RCE Library Field Trip	15	18	33
Brooks Hill Fair	41	40	81
Community Trick or Treat	20	44	64
Celebrate Fall!	11	19	30
TOTAL	87	121	208

HOW WE "STACK" UP*

- 51 of the 172 libraries in the West Virginia Library system had item circulations of less than 10,000.
 Curry Library ranked 25th circulating 6,590 items.
 Curry Library ranked 1st in number of items circulated per registered user in that cohort circulating 31.2 items per registered user (War Public Library in McDowell county circulated 28.6).
- With a collection size of roughly 22,000 items, Curry Library ranked 90th among the 172 libraries.
- Curry Library ranked 147th in total visits among the 172 libraries.
- Curry Library ranked 130th in total circulation among the 172 libraries.
- Curry Library ranked 58th in children's programming among 97 reporting libraries.
- Curry Library ranked 20th in adult programming among 97 reporting libraries.
- Curry Library ranked 41st in total programming among 97 reporting libraries.
- Curry Library ranked 56th in total program attendance among 97 reporting libraries.





Libraries Rock! Summer Reading Program

Programming, materials, and activities for elementary-aged children should be a core part of every library's offerings year-round. Traditionally, summer reading programs are designed to encourage elementary-aged children to keep reading during summer vacation. Preventing the "summer slide" continues to be the main objective of summer reading programs. For many families with elementary-aged children, the public library is the only community space available during the summer months where they can access free educational and cultural enrichment activities and programs.

The benefits of summer reading programming for children:

- · Children are motivated to read.
- Children develop positive attitudes about reading, books, and the library.
- Children maintain their reading skills during summer vacation.
- Children have access to experiences that further their sense of discovery.
- Children have access to experiences through which they can learn to work cooperatively.

The exact shape of our program will depend upon whether we are awarded a grant(s). The grant from ACP/Dominion Foundation is not sufficient to fund the infrastructure for the Curry Coding Club as planned/requested. In attempt to make up the difference (\$3000.00) a Dollar General Summer Reading Grant has been submitted. Awards will be announced by Dollar General on May 10th, 2018. The teacher strike has raised questions as to the exact start date for our summer reading program. As you may have guessed, this year's theme focuses on music and sound. We will offer structured and unstructured programs as in years past. Our Tuesday evening programs will "Rock Around the World" as we explore the music, instruments, and dance of other cultures. We are hoping to build a "sound garden" to create a fun, experimental, STEM oriented, family friendly opportunity to explore sound (this will require considerable amounts of PVC pipe and other interesting objects). We will also be having a talent show on July 21st. How can you help?

- Volunteer to assist with the talent show: we need people to help the children on & off the stage (clam nerves, keep everything flowing), judges, vote tabulators, possibly help with simple concessions (we now have a popcorn machine!)
- Sell raffle tickets for the Lego/white Board and the Library Lovers Quilt
- Monetary donations are always welcome
- Have a musician friend? ask them about giving a demonstration of their instrument and music at the Library

As in years past, our program will culminate with a Skating Party (back by popular demand) at Skateland in Buckhannon for all participants completing their reading logs. This is our biggest program of the year and the most impactful thing we do to carry on the Curry legacy.





MONDAY COMING APRIL 21st! CELEBRATE MONEYSMART WEEK AT THE SECOND ANNUAL "OPOLY FEST" FROM 1-2:30 PM ASSETS TO WIN A PRIZE. CHECK OUR FACEBOOK PAGE FOR DETAILS! OPOLY, OR 'OTHER' OPOLY, ENJOY SOME NACHOS, AND COLLECT YOUR JOIN US FOR A ROUSING GAME OF MONOPOLY, DINO-OPOLY, HUNTING 26 10 G James Us- Curry Public Library A CLASSIC STORYTIME "ROBIN HOOD" Sound Sound Strong S TUESDAY STATISTICS BROWN WATER, WATER SHEEP |Wednesday| Thursday FOR HEALTH ADULT YOGA FOR HEALTH 5845 PM FOR HEALTH ADULT YOGA ADULT YOGA FOR HEALTH 5845 PM 5845 PM SIT & BE FIT 1:00 PM 1:00 PM 1:00 PM 1:00 PM 23 5 BEGINNING LINKS PRESCHOOL PROGRAM FRIDAY 30 23 2 0 BUILDING ALTON COMMUNITY FIRE DEPARTMENT SELBYVILLE VOLUNTEER FIRE DEPARTMENT SELBYVILLE VOLUNTEER BLNGO SATURDAY 27

1721 Brooks HILL ROAD FRENCH CREEK, WV 26218 гаствоок @јwcpl

"LA TOUR EIFFEL"

5845 PM

1,000 PM

MON-WED 11AM-7PM THU 1PM-7PM FRI 10AM-6PM SAT 10AM-3PM EMAIL: jameswcurrypubliclibrary@gmail.com

304-924-6724

ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda



Meeting

Regular Monthly Meeting

Start Time

5:30 PM

Date

Tuesday, March 6, 2018

Place

P.S.D. Office

4536 Old Elkins Rd, Buckhannon

Meeting Called to Order by Chairperson

5:30 PM

Pledge of Allegiance

Roll Call Introduce Board of Directors

Chair/Treasurer-Carey Wagner, Secretary-Larry Heater, Board Member-Sonny Matthews Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Sharon Burr;

System Operator-David Wamsley

Recognize Current Customers

Approval of Minutes - February 6, 2018 Regular Monthly Meeting Treasurer Report/Payment of Bills for March/bal of Feb. Invoices Vote Vote

ITEMS FOR DISCUSSION

Copy of Minutes to City of Buckhannon

COB has requested this

Vote

Phase III Extension Project Update

Invoice payment approval Project Update Vote

Maintenance Report

Date & Time of April 2018 Meeting - Tuesday, April 3, 2018 @ 5:30 pm

Adjournment

Vote

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

Rough Draft Prepared by Office Manager December 12, 2017 Prepared by Board Chair and Office Manager December 18, 2017 Posted and Available to the Public on January 5, 2018



Adrian Public Service District

PO Box 87 (8506 Route 20 South Road) French Creek WV 26218-0087 (304) 924-6107 adrianpsd@outlook.com

Agenda

Regular Meeting March 08, 2018 10:00 AM

Address visitors concerns

Minutes Regular Meeting – January 08, 2018

Invoices

Old Business

Phase VII

Phase VIII

Pickens Extension

New Business

Policies

- ➤ Application for Utility Service
- > Rental Property Service
- > Leak Adjustment

Items for Discussion/Action/Approval

Maintenance Report

Eric

Office Report

Nina & Lindsey attended City of Buckhannon Water Board Meeting



Buckhannon-Upshur Airport Authority Agenda

Buckhannon-Upshur Airport Authority-Upshur County Development Office Thursday, March 8, 2018 at 4:00 pm

- A. Call to order
- B. Recognized guests and public comment period
- C. Officer/Committee/Consultant Reports:
 - President's Report Bill Thomas, President
 - Treasurer's Report Phil Loftis, Treasurer
 - Approval of authority to transfer funds from general fund account to payroll account as required (estimated at \$7,500.00) for payroll expenses between 3/8/2018 and the next regularly scheduled authority meeting on 4/12/2018
 - Approval of WVCoRP Invoice #WV-BU-049A-18 quarterly worker's compensation installment; \$890.75
 - Approval of Sam Sedosky & Associates PLLC Invoice #0-118727; \$605.00
 - Secretary's Report Rich Clemens, Secretary
 - Engineering Reports Chapman/Technical
 - o Grant 32 Terminal Building Construction Phase
 - Scope of Professional Services Agreement for review and signature
 - CIP Data Sheet for review and signature
 - o Preliminary bid dates for Authority review
 - Operations Jamie Wilt, Jennifer Powers
 - Fuel Prices/Inventory
 - Estimate on what it will cost to switch over to Shell fuel
- 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:
 - New hangar space requests/applications/updates
- G. New Business:
- H. Board Member Comments and Announcements
- I. Adjournment



UPSHUR COUNTY SAFE STRUCTURES AND SITES ENFORCEMENT BOARD

Meeting Agenda Thursday, March 8, 2018 4:00 p.m.

- I. Call meeting to order
- II. Recognition of Guests
- III. Public Comment
- IV. Approval of previous meeting(s) minutes
 - February 8, 2018
- V. Report and/or action on Pending Cases
 - 012017-01 and 012017-02 (George) Status of complaint filed with the DNR
 - 020917-01 (Wojnovich) sold at tax sale, property owner has 18 months to redeem waiting until the end of the 18 month period to see if the new owner brings the property into compliance
 - 110917-01 (DeMastes) Review photographs of property
 - 121407-01 (Rowan) Deadline of April 11, 2018 to bring property into compliance
 - 121417-02 (Wilkins) Review photographs of property
- VI. Consider requests to establish new cases
 - 2 new complaints
- VII. Adjournment

The next Safe Structures & Sites Board Meeting will be held Thursday, April 12, 2018 at the Upshur County Administrative Annex, 91 West Main St., Suite 101.



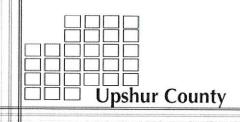
AGENDA UPSHUR COUNTY SOLID WASTE AUTHORITY BOARD OF DIRECTORS MEETING

Monday, March 12, 2018

Time:

4:30 PM

Place:	UCSWA Office, 380 Mudlick Rd, Suite 102, Buckhannon, WV 26201
2. 3. 4. 5.	Call to Order Determine Quorum Minutes of February 12, 2018 Meeting Monthly Financial Report—Treasurer Director's Report – Burl Smith Recognition of Guests
Old B	usiness:
1.	FY 2018 SWMB Grant, Direct Mailing Discussion
2.	April Make-It-Shine Discussion (Rotary Presentation, City & County Proclamations, Celebration of Recycling, billboard, poster contest, etc.)—
3.	FY 2017 Audit Papers
4.	
New B	Business:
1.	FY 2019 SWMB Grant Application
2.	
	Member Comments:
NEXT	MEETING: April 9, 2018 - (Regular Schedule)





Family Resource Network

P.O. Box 2115 Buckhannon, WV 26201 Telephone (304) 473-1051 Fax (304) 473-0945

Email:

upshurfrn@yahoo.com

UCFRN General Membership Meeting March 12, 2018

12:00PM

Stockert Youth Center

Agenda Topics

- Greeting and invocation
- Introductions (around the room)
- Director's report including Intermountain Collaborative, Safe at Home, meetings
- Information Sharing
- Closing

Next meeting Monday, April 9, 2018 at 12:00 pm at Stockert Youth Center

City Council of Buckhannon – 7:00 pm in Council Chambers Meeting Agenda for Thursday, March 15, 2018



A. Call to Order

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America
- A.3 Mayor's Greetings

B. Recognized Guests

- B.1 Mike Ross-Recognition of Ambassador Award-Proclamation
- B.2 Tim Critchfield-Recognition of Ambassador Award-Proclamation
- B.3 Stone Tower Brews Grand Opening Update
- B.4 Mandi Neely & FLAG (Foreign Links Around the Glode) Students
- B.5 Katharine Gregg-History of the Nature Park/Learning Trail & Noel Tenney-UC Historical Society
- B.6 Lewis & Braxton Sheriffs' Department Reps (to be introduced by Chief Gregory)
- B.7 UCDA Executive Director Robert Hinton

C. Department & Board Reports

- C.1 Information Coordinator/Grant Researcher- Callie Cronin Sams
- C.2 Stockert Youth Center Director-Debora Brockleman
- C.3 Public Works Director- Jerry Arnold
- C.4 Finance Director- Amberle Jenkins
- C.5 Police Chief-Matthew Gregory
- C.6 City Attorney- Tom O'Neill

D. Correspondence & Information

- D.1 American Red Cross-Email-Follow Up
- D.2 Letter of Support to UCDA/WV Dpt of Commerce RE; Census Tracts as Opportunity Zones
- D.3 Letter of Support to Governor Justice RE; HB 2843-Tax Increment Finance Act
- D.4 WV Division of Culture & History-Waiver Request has been approved
- D.5 Letter from BrickStreet Insurance RE; Safety Committee Presentation conducted on 02/12/18
- D.6 WVABCA Zoning Form-Stone Tower Brews Buckhannon
- D.7 Press Release- Buckhannon Celebrates New Water Tank at Victoria Hill-Ribbon Cutting Ceremony

E. Consent Agenda

- E.1 Approval of Minutes-Regular meeting 03/01/08
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

F. Strategic Issues for Discussion and/or Vote

- F.1 Fire Civil Service Commission Recommendation Top 3 to Council for Consideration & Interviews
- F.2 Approval to Authorize Memorandum of Understanding for BPD to Join Task Force w/ State Police, Lewis County & Braxton County
- F.3 Approval to Commit \$4,000 Start up/Agency Contribution for the Task Force
- F.4 Approval of Budget FY 2018-2019
- F.5 Set Time: 9:00a.m. to Lay the Levy on April 17, 2018
- F.6 Arts Resolution 2018-05
- F.7 Accept Resignation Ian Crozier-Planning Commission
- F.8 Letter of Request West Virginia Strawberry Festival Association
- F.9 SYC BOD Recommendation to Rename the complex to Stockert Youth and Community Center

G. Comments and Announcements

- G.1 Mary Albaugh
- G.2 Pamela Cuppari
- G.3 CJ Rylands
- G.4 Robbie Skinner
- G.5 David Thomas
- G.6 Susan Aloi

H. Mayor's Comments and Announcements

- H.1 Celebrate Spring & Community Unity on World Storytelling Day at Jawbone Park 4:30pm 3/20/18
- H.2 Public Arts Articles: www.pps.org/article/now-art-economically-benefits-citieswww.nextayenue.org/arts-based-communities/ www.associationforpublicart.org/what-is-important-2 www.publichealthyorg/research/public-art-as-public-healthyorg/research
- H.3 Mayor's remarks at Black Balloon Day 03/06/18
- H.4 Mayor's remarks at Pare Lorentz Day-Colonial Theatre 03/05/18
- H.5 Mayor's Downtown Development Talking Points 03/09/18
- I. Adjournment

Wes-Mon-Ty RC&D Board of Directors March 20, 2018 - 10:00 A.M. Tygarts Valley Conservation District – Barbour County, WV



AGENDA

Call to Order – president Sencindiver
Pledge of Allegiance - Jim Foster
Approval of Agenda Devotions – host
Introduction of Guests –
Report on Board Members Minutes of 2-20-18 – Bill Coffindaffer
Treasurer's Report – Bob True

Correspondence – NRCS – Video Project Financial Report Request; Appalachian Forest Heritage Area letter of support request; Credit Cards; Bank Statements

Committee Reports

By-Laws Committee Audit Committee Annual Goals and Objectives Committee

Old Business

- 319 project planning
- RC&D membership review
- FY-18 WVCA Projects
- Fundraising

New Business

Goal H: Improve Public Access to Natural Resources

Coordinator's Report

- <u>2016 USDA-NRCS Conservation Innovation Grant</u> –Shared video during WVU-Extension/Conservation District Dinner Meetings. Very good sign-up rate. Expecting seed to be delivered any day.
- National Fish and Wildlife Foundation- "Pulling it Together" Grant –final reports completed and submitted. \$1700 balance.
- <u>USDA NRCS- Video Demonstrations</u> planning phase.
- Barbour County Fairgrounds Project June 9, 2018

Agency and Organization Reports

- Grassland Committee Report Bill Coffindaffer
- Grange Report *Jim Foster*
- WV Association of Conservation Districts Report Jim Foster
- NACD, WV RC&D Association, Legislative and Budget Update Joe Gumm, Don Headley
- Solid Waste Management/Recycling Joe Gumm, Jim McDonald

Open Discussion Next Meeting



UPSHUR COUNTY PUBLIC LIBRARY Special Meeting Board of Directors March 20th, 2018, 10:00 a.m.

Agenda

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- II. Reading/Approval of Minutes
- III. Review/Approval of Monthly Financial Report
- IV. Librarian's Report
 - a. Circulation reports
 - b. Affiliates
 - c. Securing library
 - i. Library entrances
 - ii. Ordering accounts
 - iii. Asset accounts
 - d. Friends of the Library help
 - e. Teacher walkout & library help
 - f. Child Abuse Prevention Month Upshur County Family Resource Network display during April
 - g. Upcoming Programs:
 - i. Lincoln Impersonator April 6th "Lunch with Lincoln," around 1
 - ii. Ramp Dinner April 20th. Catering by BiCi.
 - iii. Ham Radio Club April 30-May 21st, Monday evenings 6:30-7:30
- V. Unfinished Business
 - a. Personnel manual revisions
- VI. New Business
 - a. Angie Westfall
 - b. Spring Fling attendance
 - c. Service Center Day April 11th (library will need to close)
 - d. Interim director salary
- VII. Setting date of next Board meeting
- VIII. Adjournment

Upshur County Safe Structures and Sites Enforcement Board February 8, 2018



Members present: Greg Harris, Kenneth "Brian" Shreves, Chris Garrett, Ed Beer and Rick

Harlow

Members absent: None

Others present:

Tabatha Perry

The meeting was called to order at 4:00 p.m. by Greg Harris.

The January 11, 2018 meeting minutes were reviewed. On Motion by Brian Shreves, seconded by Ed Beer, the meeting minutes were approved as presented.

No guests were present and no public comment was made.

The Enforcement Board reviewed the following cases:

012017-01 and 012017-02 (George) –Chris Garrett prepared the DNR complaint and Brian Shreves hand delivered to Tanner Collins on February 5th.

020917-01 (Wojnovich) – The property owner has 18 months to redeem the property from the tax sale. Tabatha contacted the Cuyahoga County Sheriff's Department in Pennsylvania and was informed of the procedures of process and the requirement of a \$100 service deposit. On motion by Ed Beer, seconded by Brian Shreves, the Board decided to wait until the end of the 18 month period to see if the new owner brings the property into compliance. Chris Garrett opposed and moved to turn the case over to the Upshur County Commission, this motion died due to lack of a second.

110917-01 (DeMastes) – The Board reviewed photographs of the property. By full consensus of the Board, a motion was made to provide a 30 day extension with the deadline of March 7th to bring the property into compliance.

121417-01 (Rowan) – Deadline to bring the property into compliance with the Ordinance is April 11, 2018. No action was taken.

121417-02 (Wilkens) – Correspondence was served upon the new owner, Hartzel Wilkins and Mr. Wilkins contacted Greg Harris regarding the property. The Board reviewed photographs of the property and noted that progress has been made. Chris Garrett questioned if the drum located on the property contained oil, which has a high potential to leak. The Board will check into this. On motion by Brian Shreves, seconded by Ed Beer, the Board moved to grant a 30 day extension (3/7/18 deadline) to bring the property into compliance.

The Enforcement Board reviewed the following new cases:



No new complaints.

Other Business: None

The next meeting will be held on Thursday, March 8, 2018 at 4:00 p.m. in the Upshur County Administrative Annex located at 91 West Main Street, Suite 101.

By consensus of the Board, the meeting adjourned at 4:30 p.m.

Approved by:	
Greg Harris, Enforcement Officer	
Ohni Bened ES	3/8/20/8
Chris Garrett, Board Member	Date
Ed Beer, Board Member	
R. Harbon	3/8/18
Rick Harlow, Board Member	Date'
X B DI	3/8/18
Kenneth "Brian" Shreves, Board Member	Daté



Upshur County Family Resource Network General Membership Meeting February 12, 2018 Meeting Minutes

Board Members present: Phyllis Sembello, Susan Duranti, Debora Brockleman, Troy "Buddy" Brady, Jodi McQuillan, Bill McCollam, Idress Gooden, Joseph Reed and Angel Harvey (for Alicia Rapking).

Board Members not present: Mary Austin, Diane Godwin, Addie Helmick and Matt Kerner. **Staff:** Lori Ulderich Harvey and Ginny Dixon.

• Community Members present: Michael Phillips, Bobbi Withers, Crystal Replogle, Carol Bush, Denise Westfall, Lesley Slaughter, Marjorie Burdick, Diane Thompson, Rita McCrobie, Deanna Warner, Emma Rexroad, Tonya Kittle, Amanda Hayes, Anne Chopyak, Kelley Davis and Angela Collins.

Opening/Invocation: Chair, Joseph Reed, opened the meeting and provided our invocation.

Introductions: Introductions were made around the table, each sharing his or her group affiliation where appropriate. Two of our three new Board members provided a brief statement.

FRN Director's Report: Director's Report for January, 2018 was provided to all present and was reviewed by Lori. Lori corrected the date of next IMC meeting: Tuesday, February 20 and not Wednesday, February 14. She reported that people from Ohio, Kentucky, Maryland and Virginia also responded to postings about fostering and adoption. Homeless & Housing Coalition learned that the Parish House sees an average of at least 3 homeless people a week.

Speaker: Bobbi Withers, RN, Upshur County Senior Center: Bobbi is a case manager with that agency's in-home program, currently provided to over 70 persons in Upshur County, and is funded through Medicare and Medicaid. The Senior Center's mission is to enhance the quality of life for county seniors (aged 60 and over). Hours of operation are Monday to Friday from 8:00 am to 4:00 pm; phone number 304-472-0528. UCSC also offers equipment rentals (wheelchairs, walkers, shower chairs and other ADL-assisted items, but no beds or lifts, nor oxygen and items requiring a doctor's prescription). Bobbi listed numerous activities taking place at the Senior Center, and provided several copies of February's newsletter/calendar. Also provided a brochure for Country Roads Transit, a service which anyone can use. Daily meals are provided on a sliding fee schedule, but no one is turned away if they cannot pay. Additionally, Meals on Wheels is provided for seniors and people with disabilities within a 3 mile radius of Buckhannon.

Information Sharing:

- Kelley Davis, United Summit Center, told us she works with youth aged 12-24 years, and connects families with needed resources.
- Idress Gooden noted that Rachel's Challenge will be held Wednesday, May 9th at the high school. Diane Godwin is spearheading this event.
- Jodi McQuillan, HAPI, reported that Baby & Me Day at Meadowbrook Mall will be 3/3/18 from 10-1.
- Carol Bush, WV Healthy Start, reported that marketplace insurance still exists and that even though
 the sign-up period was shorter this last cycle, more people signed up than before. Carol still works
 with Work Force WV. Call Carol (304-614-6848) if having problems related to health insurance.
- Marjorie Burdick, The Health Plan, told us that Medicaid looked at dental care last year and now

- offers an incentive to pregnant moms to get their teeth cleaned.
- Michael Phillips, DHHR, shared that the LEAP program is starting and will be publicized in the news media.
- Emma Rexroad, Unicare, shared that they are offering help to pregnant women.
- Angela Collins, ResCare, shared that that agency provides 24 hour services for individuals and may
 include those living in 1-3 person homes.
- Tonya Kittle shared that, as a community engagement specialist, a program for adults, she goes to Buckhannon Manor, Upshur County Senior Center and Pringle House; she can go other places as well.
- Diana Thompson, with DBSA (Depression and Bipolar Support Alliance) WV, shared that they hold support meetings twice a month (2nd & 4th Mondays at 6:30 pm). Their State Office is at 61 Marion Street in Buckhannon, where they also hold "Brown Bag by the Bridge" on Monday-Friday from 11-2; peers are there at those times.
- Denise Westfall told us that she is a local peer support person with DBSA.
- Lesley Slaughter with Highland-Clarksburg Hospital told us that, in addition to hosting DBSA meetings beginning February 27th (2nd & 4th Tuesday), their 2nd annual Spring Conference will be in May (fliers provided). They also are having an annual fundraiser Friday, May 18th (Hugs & Kisses, featuring Coach Bob Huggins).
- Rita McCrobie, working with the state Attorney General's office, does drug prevention presentations, health fairs and other events geared to school students.
- Crystal Replogle, HRDF-Youth Ready, works with ages 16-24. That agency is currently looking for employers to provide work experiences.
- Dr. Reed shared that Green Bean Day weekend will be August 9th-11th.

Our next meeting will be March 12, 2018 at noon.

Respectfully submitted,

Ginny Dixon, Administrative Assistant

Upshur County FRN

Hoard Member

Board Member



Buckhannon-Upshur Parks and Recreation Advisory Board Minutes 02/12/18

Attending: J.J Ford, Hannah Lively, Josh Hinchman, Tappan Squires, Callie Cronin-Sams

Absent: Buck Edwards, Katie Loudin

Guests: Tabatha Perry

The meeting was held at the Upshur County Administrative Annex

- 1. The meeting was called to order at 5:35 p.m.
- 2. The 1/8/18 meeting minutes were approved on motion by J.J. Ford, seconded by Josh H.

3. Public Comment

- a. Tabatha Perry announced the upcoming advertisement of pool director and concession stand manager positions at the BU Rec Park for this upcoming season. She further requested for the Board to pass along the information to anyone they know that may be interested.
- b. Tabatha Perry noted the Commission will be holding a budget hearing for the BU Rec Park on March 15th at 3:15 p.m. and invited the Board to attend.

4. Discuss objective and goals (1 yr. vs. next 5 yrs.) of the Board

- a. Sports facilities for the county- Would be interested in utilizing the back portion of Hawkinberry Farm. Greenbrier was to infer capabilities of using the land area. Will need to check with Katie or Greenbrier as to feedback received.
- b. J.J. talked about a "community float". Still have to determine transportation, but looking to do it this summer from Hampton to Riverwalk. Discussed making contact with Country Roads Transit, SYC, County or City trailer to haul kayaks. Callie mentioned having sponsors/t-shirt sales to raise funds. Insurance will need to be purchased.
- c. Josh reported on the condition of the basketball courts. Residential rims and backboards and are wore out. Rims are \$70 each, a whole new backboard would be a couple hundred dollars, \$156 paint kit, does not need resurfaced. Noted there are park lights busted. The walkway to the basketball court from road needs repairs as there are 2 trenches.
- d. Amphitheatre is not in good shape, overgrown, benches gone, walls demolished. Should be removed from 5 year plan.
- e. Splash pad/kiddie pool area: Tabatha has a call in to the City of Grafton to obtain the design plans they used, Josh obtained estimates of small structures in the \$30,000 range. f. Expansion of Riverwalk is discussed below.

5. Election of officers

- a. Hannah Lively was nominated to serve as chairperson by Tappan Squires seconded by J.J. Ford.
- b. J.J. Ford was nominated as Vice-chairperson by Hannah Lively and seconded by Tappan Squires.



- c. Josh Hinchman was nominated as secretary by Hannah Lively and seconded by J.J. Ford.
- d. All positions were accepted.
- 6. Discuss monthly meeting date and time

It was decided that monthly meetings will remain on the second Monday of each month and begin at 5:30.

- 7. Creation of Riverwalk Extension Working Group
 - a. J.J. mentioned an idea about building a bridge over the river to extend the Riverwalk to the areas pedestrians travel.
- 8. Adjournment- The next meeting will be held on March12th at 5:30 at 91 W. Main Street office.

With no further business, the Board adjourned at 6:40.

Approved by: